



AGENDA OF THE COMMON COUNCIL

TUESDAY, MARCH 19, 2024, 6:00 PM

In person at City Hall, Room 203 - Council Chambers.

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

- I. Join Zoom Meeting Online:
<https://us02web.zoom.us/j/89274696903>

Or call in by phone: +1 312 626 6799

Meeting ID: 892 7469 6903

Passcode: 209710

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

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

- I. March 5, 2024.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Recognitions and Awards.

J. Appointments.

I. Appointments:

Redevelopment Authority

Stephen Srubas, 1175 Kellogg St, Green Bay, WI 54303

Term to expire: March 1, 2027 (filling the remainder of a term)

K. Public Hearings.

L. Ordinances - Second Reading for Adoption.

1. General Ordinance 5-24

An ordinance repealing section 2-180, and amending Section 2-179 and 2-327 of the Green Bay Municipal Code, relating to Economic Development Authority.

2. General Ordinance 7-24

An ordinance amending Section 10-89, Green Bay Municipal Code, relating to Cigarette License.

3. General Ordinance No. 06-24

An ordinance amending section 44-138, Green Bay Municipal Code, relating to Zoning Board of Appeals.

M. Report of the Redevelopment Authority (March 12, 2024).

1. To approve Development Agreement 24-01 with Military Ave Partners, LLC for a redevelopment project on Military Avenue.

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

2. To approve Development Agreement 24-02 with Greater Green Bay Habitat for Humanity Homestead Project for road construction.

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

3. To approve the Second Amendment to Development Agreement 18-02 between the City of Green Bay and the Green Bay Redevelopment Authority regarding improvements to the Shipyard.

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

4. To accept an Outdoor Recreation Legacy Partnership Grant through U.S. National Parks Service and Wisconsin Department of Natural Resources for \$5,000,000.

5. To approve Development Agreement 24-03 with GB Real Estate Investments LLC for the Southwest Woods development at 2405 W. Mason Street (Tax Parcel 6H-1109) and

unaddressed Tax Parcels 6H-1109-2, 6H-1109-3, 6H-11089, and 6H-1091, subject to final review and approval by the City Attorney and Community & Economic Development Department.

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

N. Report of the Improvement & Services Committee (March 13, 2024).

1. To deny the request by Harry Mazaheri to rescind Invoice #181677 in the amount of \$101.84 for snow and ice removal at 840 S. Monroe Avenue on 1/18/24.
2. To approve the request by Department of Public Works to award purchase of two tandem axle dump truck bodies, plows, and wings to Monroe Truck Equipment in the amount of \$320,024.00.
3. To approve the request by Department of Public Works to approve Amendment No. 1 for the Professional Services Agreement between the City and McMahon Associates, Inc. for the design of Finger Road/East Town Sidewalk in the amount of \$5,600.00.
4. To approve the request by Department of Public Works to award a sole source contract to GS Global Resources, for the procurement of two (2) hydraulic motors for the hydraulic rehabilitation of the Ray Nitschke Memorial Bridge, not to exceed \$35,000.00.
5. To approve the request by Department of Public Works to enter into a Professional Services Agreement with NorthStar Environmental Testing, LLC for Indoor Air Quality & Hazardous Materials Assessment services in the amount of \$25,472.00.
6. To approve the request by Department of Public Works to enter into a State/Municipal Financial Agreement (SMFA) for Project ID 370-30-63, Signals and ITS Standalone Program for traffic signal upgrades along West Mason Street from Hinkle Street to Country Club Road.
7. To approve the request by Department of Public Works to enter into a Professional Services Agreement with Moss Associates, LLC for negotiating real estate acquisition for the Country Club Road project in the estimated amount of \$21,600.00.
8. To approve the request by Department of Public Works to award 2024-2025 Material Testing Contract to American Engineering Testing on an as-needed basis with fees calculated using time and material rates.
9. To approve the request by Department of Public Works to award design services contracts to Graef in the amount of \$77,686.00 for the rehabilitation of the Danz Avenue Bridge over Baird Creek, B-5-058, and \$75,501.00 for the rehabilitation of the Seventh Street Bridge over Beaver Dam Creek, P-5-718.
10. To receive and place on file the award of a design services contract for the structural rehabilitation of the Ray Nitschke Memorial Bridge to Modjeski and Masters in the amount of \$348,412.00.

11. To approve the request by Department of Public Works Utility Division to award purchase of a Toyota RAV4 Hybrid from LeMieux and Son, Inc. for the purchase price of \$34,769.00.
12. To approve the request by Department of Public Works to award a design services contract to McMahon in the amount of \$67,995.00 for the design of the replacement of the Grandview Road Bridge over Baird Creek, P-5-728.
13. To approve the request by Department of Public Works to award the following contracts at a staff level and report the awarded contractor at the next Improvement and Services Committee meeting:
 - a. SEWERS X-24 (MINI-SEWERS)
 - b. SEWERS X-24 (SEWER REPAIR)
 - c. SEWERS X-24 (MINI-SEWERS)
 - d. SEWERS X-24 BARINA STORMWATER POND DREDGING
 - e. ASPHALT PAVING 2024
 - f. RESURFACING 1-24
 - g. RESURFACING 2-24
 - h. PAVEMENT X-24 (S. MAPLE AVENUE)
 - i. PAVEMENT X-24 (FINGER ROAD)
 - j. PAVEMENT X-24 (WOODLAWN AVENUE)
 - k. PAVEMENT X-24 (CASS STREET)

14. To receive and place on file the actions taken by the Department of Public Works.

A. Granting of Licenses

1. Sidewalk Builder

- a. Brian's Quality Concrete, Inc.
- b. Co Contracting LLC
- c. Royal Flush Plumbing
- d. Tilson Technology Management, Inc.

2. Tree & Brush Trimmer

- a. Co Contracting LLC

15. To approve the request by Department of Public Works to award contract PAVEMENT REPAIR 2024 to Al Dix Concrete Inc. in the amount of \$2,030,500.00.
16. To approve the request by Department of Public Works to award contract SIDEWALKS 2024 to Highway Landscapers, Inc. in the amount of \$1,344,065.00.
17. To approve the request by Department of Public Works to approve an amendment to the Professional Services Agreement for Country Club Road with Ayres Associates, Inc. in the amount of \$5,700.00 to create the transfer instruments for the TLEs and order and review the Title Reports.
18. To order the improvements constructed and assessments levied for the following streets:

ASPHALT RESURFACING

Basten Street – Ruth Street to Clement Street
Eastman Avenue – N. Irwin Avenue to N. Baird Street
N. Baird Street – Eastman Avenue to Smith Street
Reber Street – N. Jackson Street to N. Webster Avenue
Gray Court – Velp Avenue to cul-de-sac
Lincoln Street – Mary Street to Emmet Street
Hudson Street – Western Avenue to Shawano Avenue
Ethel Avenue – Bond Street – Velp Avenue
Verlin Road – Lime Kiln Road to 1700 feet West of Lime Kiln Road

ASPHALT PAVEMENT

S. Oakland Avenue – Howard Street to 225 feet south of School Place
Finger Road – Superior Road to Challenger Drive
S. Maple Avenue – 9th Street to cul-de-sac north
Cass Street – S. Madison Street to Monroe Avenue
E. Mason Street – Jaster Street to Bader Street

and to take no action until 2025 on the following streets: N. Maple Avenue - Walnut Street to Mather Street and 4th Street - Broadway to S. Maple Street

O. Report of the Protection & Policy Committee (March 11, 2024).

1. To approve a change of agent for Creamery DT, LLC at 114 Pine St. to Scott Vann.
2. To approve a liquor license application for a "Class A" Liquor and Class "A" Beer license for APG WI LLC at 1828 S. Ashland Ave. with a licensed premises description as "CONVENIENCE STORE-NEAR REGISTER, DISPLAY IN STORE, BACK ROOM STORAGE," subject to the approval of the proper authorities (Currently licensed as 7E Co Minnesota, LLC).
3. To approve a request by Neo Beverages LLC at 1117 W. Mason St. to extend the issuance of the "Class A" Liquor and Class "A" Beer license until May 31, 2024 due to remodeling (Granted at the 1/17/2024 Common Council Meeting).
4. To hold until the March 25 Protection & Policy Committee meeting a request by Vic Theatre Green Bay, LLC at 217 E. Walnut St. for an extension of the issuance of his liquor license to May 31, 2024.
5. To approve a request by Razz-Ma-Tazz of Green Bay, Inc. at 400 Schoen St. to amend their license premises description to include an outdoor patio.
6. To approve a request by RBI Acquisition LLC at 1560 Main St. to temporarily extend their license premises to their parking lot on June 16, July 14, and August 11.
7. To approve an appeal by Miguel King regarding the denial of his operator's license.
8. To receive and place on file a communication from Ald. Scannell (District 7), for consideration with possible action to adopt in one reading an ordinance banning conversion or reparative therapy.

9. To approve the amendment to GBMC 2-324(h) relating to solicitation of funds.
10. Informational Only: Liquor Violation Report.
11. Informational Only: Clerk's Licensing Report.

P. Report of the Protection & Policy Committee Granting Operator Licenses.

1. Report of the Protection & Policy Committee granting Operator Licenses.

Q. Report of the Plan Commission (Special Meeting March 15, 2024).

1. To withdraw the request for a Conditional Use Permit (CUP) to allow the development of a solar energy farm on a 13-acre property at the southwest corner of Greenbrier Road and Ontario Road (# 21-165-2). (Public hearing was noticed, however was not held due to the item being withdrawn by the applicant.)
2. To approve the request to create a 4-lot Certified Survey Map that includes public street dedication at 0 Lime Kiln Road (Parcel 23-243-1) with the following conditions:
 1. Compliance with all regulations of the Green Bay Municipal Code.
 2. The Certified Survey Map must comply with all land division review comments prior to being recorded.
3. To approve the request to amend VR 23-05 to include deviations from Sections 36-415 and 36-416 of the Green Bay Municipal Code for the extension of Hinkle Street in the proposed Southwest Woods Subdivision.

R. Report of the Finance Committee.

S. Report of the Park Committee (March 13, 2024).

1. To accept the donation of a passenger train from the Friends of Bay Beach Amusement Park.
2. To approve a property trade with GB Real Estate Investments, LLC for Beaver Dam Park as part of the Southwest Woods Development.
3. To approve a \$9,000 Neighborhood Habitat Improvement Program Partner Agreement with the Lake Michigan Bird Observatory to plant 120 trees with supplied biochar soil amendment, using funding provided by the Daybreak Fund.
4. To approve the purchase of a 173 HP John Deere T4F woodchipper from Vermeer Wisconsin for a total cost of \$102,195.39.

T. Report of the Personnel Committee. (March 12, 2024)

1. To approve the request to fill the following position and all subsequent vacancies resulting from internal transfers.
 - a. Conservation Corps Field Assistant
2. To approve to move the December 1st employee performance review dates to June 2nd and to bring this item back to the next meeting to review funding sources if necessary.

3. To approve the 2024 labor agreement between the City of Green Bay and International Union of Operating Engineers, AFL-CIO Local 420, Bus Mechanics

The Committee may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Committee may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

4. To receive and place on file the request from Ald. Wery for an external HR investigation to be initiated regarding the apparent retaliatory disorderly conduct charge filed versus Attorney Janet Angus after she submitted a valid election complaint to the WEC (Wisconsin Elections Commission).

The Common Council may convene in closed session pursuant to Section 19.85(1)(f) Wis. Stats., for purposes of considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons, which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. The Common Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

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

5. To approve the amendment of the City of Green Bay Personnel Policy 9.12 Holidays to reflect the practice and discussion from the January 30, 2024 Personnel Committee meeting confirming the removal of the floating holiday in lieu of the day after Thanksgiving for Department of Public Works employees.

U. Report of the Equal Rights Commission

V. Informational.

1. Municipal Court Monthly Financial Report
2. Building Report for February 2024

W. Resolutions.

1. Resolution approving issuance of Housing Authority of the City of Green Bay, Wisconsin Housing Revenue Bonds, Series 2024 (The Gateway Collective, Inc. Project).
2. Resolution of Recognition Murphy Park Neighborhood Association.

3. Final resolution authorizing asphalt pavement improvements and levying special assessments against property.
4. Final resolution authorizing asphalt pavement improvements and levying special assessments against property.
5. Final resolution authorizing asphalt pavement improvements and levying special assessments against property.
6. Final resolution authorizing asphalt pavement improvements and levying special assessments against property.
7. Final resolution authorizing asphalt pavement improvements and levying special assessments against property.
8. Final resolution authorizing asphalt pavement improvements and levying special assessments against property.
9. Final resolution authorizing asphalt pavement improvements and levying special assessments against property.
10. Final resolution authorizing asphalt pavement improvements and levying special assessments against property.
11. Resolution authorizing amendments to a Land Division Variance to allow for the development of a mixed-use neighborhood and extension of Hinkle Street from W. Mason Street to Hobart Drive.

X. Ordinances - First Reading.

1. General Ordinance No. 8-24
An ordinance amending GBMC 2-324(h), Green Bay Municipal Code, relating to solicitation of funds.
2. Planning Ordinance No. 01-24
An ordinance approving a four-lot Certified Survey Map at 0 Lime Kiln Road.

Y. Referral of Petitions & Communications.

Z. Adjournment.

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



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # L.1

General Ordinance 5-24

An ordinance repealing section 2-180, and amending Section 2-179 and 2-327 of the Green bay Municipal Code, relating to Economic Development Authority.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 05-24 relating to Economic Development Authority

GENERAL ORDINANCE NO. 05-24

AN ORDINANCE REPEALING SECTION 2-180, AND AMENDING
SECTION 2-179 AND 2-327 OF THE GREEN BAY MUNICIPAL CODE,
RELATING TO ECONOMIC DEVELOPMENT AUTHORITY

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

SECTION 1. Section 2-180, Green Bay Municipal Code, relating to Economic Development Authority is hereby repealed in its entirety.

SECTION 2. Section 2-179, Green Bay Municipal Code, relating to Annexation Commission is hereby amended to read:

- (a) *Appointment and organization.* The Annexation Commission shall consist of six members, one of whom shall be a member of the Common Council and one who shall be a citizen member. The Public Works Director, the principal planner, the President of the City ~~Economic Development Authority~~ **Plan Commission**, and the Mayor shall be members by virtue of their offices. The Alderperson and the citizen member shall be appointed by the Mayor, subject to confirmation by the Council. The term of the Alderperson shall be for one year, and the term of the citizen member shall be for three years. The Vice-President of the City ~~Economic Development Authority~~ **Plan Commission** shall be an alternate member for the President of the City ~~Economic Development Authority~~ **Plan Commission** and shall act with full powers when the President is absent or cannot act because of a conflict of interest.

SECTION 3. Section 2-327, Green Bay Municipal Code, relating to Disclosure of interests is hereby amended to read:

(b)(6) *Authorities.*

a. ~~—— Economic Development Authority.~~

b a. Housing Authority, including Green Bay Housing Authority Properties I, Inc.

c b. Redevelopment Authority.

d c. Transit Authority.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

law
03/05/2024



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY**AGENDA ITEM # L.2**

General Ordinance 7-24

An ordinance amending Section 10-89, Green Bay Municipal Code, relating to Cigarette License.

BACKGROUND**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

- I. Draft G.O. 07-24 related to Cigarette License

GENERAL ORDINANCE NO. 07-24

AN ORDINANCE
AMENDING SECTION 10-89,
GREEN BAY MUNICIPAL CODE,
RELATING TO CIGARETTE LICENSE

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

SECTION 1. Section 10-89, Green Bay Municipal Code, is hereby amended to read:

Sec. 10-89. Cigarette, **electronic vaping devices, and tobacco products retailer** license.

The sale and licensing of cigarettes, **electronic vaping devices, and tobacco products** in the City shall be regulated pursuant to Wis. Stats. § 134.65. Such section, exclusive of the penalties contained therein, is incorporated herein by reference and made a part of this section as though fully set out at length.

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

SECTION 3. Effective date. This ordinance shall take effect on March 6, 2024, after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

law

03/05/2024

GENERAL ORDINANCE NO. 06-24

**AN ORDINANCE AMENDING SECTION 44-138,
GREEN BAY MUNICIPAL CODE,
RELATING TO ZONING BOARD OF APPEALS**

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

SECTION 1. Section 44-138, Green Bay Municipal Code, is hereby amended to read:

44-138. Establishment.

The Zoning Board of Appeals is established for the purpose of hearing appeals and applications and granting variances and exceptions to the provisions of this chapter in harmony with the purpose and intent of this chapter.

- (1) *Composition.* The Zoning Board of Appeals shall consist of five members appointed by the Mayor and subject to confirmation by the Common Council for terms of three years, except that of those first appointed, one shall serve for one year, two for two years, and two for three years. **The Mayor shall designate one of the members as chairperson.**

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

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

03/05/2024



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # M.1

To approve Development Agreement 24-01 with Military Ave Partners, LLC for a redevelopment project on Military Avenue.

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

BACKGROUND

The removal of the Sears building has created redevelopment opportunities along Military Avenue. Most recently, a Club Car Wash has been built and is up and operational. Adjacent to this site is a project area that has a concept plan in place for the addition of five new businesses. The developer for the project has one business that is ready to go as the first business in the planned area this year.

Part of the challenge for this project area is the ability to get water to the site. The water access point is on the west side of Military Avenue and, for new construction at this site, would need to go under Military Avenue to get to the project site. The developer, the Water Utility, and RDA staff met to discuss the different options, and it was agreed upon that it would be best to have individual water laterals run to each separate business as they come on line, compared to one large lateral that would come under Military Avenue.

As a result of this consensus, the developer has asked for assistance from the TID to help pay for the costs of running these laterals as businesses come forward. Staff believe this meets the qualifications for TID funding. The Development Agreement proposes to use TID 16 funding to pay for up to 70% of the costs of each line, not to exceed \$24,500 for each line. The first year would be an up front grant under these terms with the ability of the developer to come forward and request additional TID funding for new projects in the future until TID 16 closure.

As of January 1, 2024, the property has an aggregate assessed value of one million five hundred and sixty-four thousand four hundred dollars (\$1,564,400) which, based on the assessed tax rates in effect as of January 1, 2024, the property yields approximately:

1. Thirty-two thousand, six hundred and seventy-nine dollars (\$32,679) in total net real estate taxes annually (assessed mill rate of \$19.34);
2. Twelve thousand one hundred and fifteen dollars (\$12,115) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

Upon completion of the project, the City estimates the addition of two million five hundred thousand dollars (\$2,500,000) in new valuation above the base value, resulting in an aggregate assessed property value to be approximately four million sixty-four thousand and four hundred dollars (\$4,064,400), which is anticipated to yield approximately:

1. Seventy-eight thousand six hundred and five dollars (\$78,605) in total real estate taxes annually (assessed mill rate of \$19.34);
2. Thirty-one thousand five hundred and seventy-seven dollars (\$31,577) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

RECOMMENDATION

To approve Development Agreement 24-01 with Military Ave Partners, LLC for a redevelopment project on Military Avenue.

FISCAL IMPACT

Up to \$122,500 for all five laterals if the full 70% of costs are used for each one from TID 16.

ATTACHMENTS

1. Military Partners Development Agreement-3-7-24 Final



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 24-01
GREEN BAY PLAZA OUTLOT DEVELOPMENT

This Development Agreement is made this _____ day of _____, 2024,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
And Military Ave Partners, LLC, a Delaware limited liability company ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
6-462	1555 W. Mason St.	6.319	\$1,564,400

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately 6.319 acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

- C. Developer intends to complete a Project, which includes the following:

Initially, the Project will include the installation of one water lateral to a the proposed retail building identified on EXHIBIT C ("Lateral Work"). However, Developer shall have the right to expand the Project, as planned, to include the development of additional retail buildings and to install up to four additional water laterals ("Additional Lateral Work"). Nothing in this Agreement shall require the Developer to construct additional retail buildings or to perform the Additional Lateral Work.

The initial Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.

- D. As of January 1, 2024, the Property has an aggregate assessed value of one million five hundred and sixty-four thousand four hundred dollars (\$1,564,400), which is based on the assessed tax rates in effect as of January 1, 2024, the Property yields approximately:
1. Thirty-two thousand, six hundred and seventy-nine dollars (\$32,679) in total net real estate taxes annually (assessed mill rate of \$19.34);
 2. Twelve thousand one hundred and fifteen dollars (\$12,115) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).
- E. Upon completion of Project, the City estimates the addition of two million five hundred thousand dollars (\$2,500,000) in new valuation above the base value resulting in an aggregate assessed property value of the Property to be approximately four million sixty-four thousand and four hundred dollars (\$4,064,400)., which is anticipated to yield approximately:

1. Seventy-eight thousand six hundred and five dollars (\$78,605) in total real estate taxes annually (assessed mill rate of \$19.34);
2. Thirty-one thousand five hundred and seventy-seven dollars (\$31,577) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Property is within Tax Increment District Number 16 ("TID 16" or the "TID") which will provide part of the financing for certain costs of the project.
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to, the installation of potable public water lines to future buildings.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that it will build new structures for individuals of all ages and abilities; be located in a place easy to reach on foot, bicycle, or transit; generate job opportunities for individuals of all ages, abilities, and incomes; build new structures with high-performance designs, systems, and finishes; create a significantly higher per acre property; generate property taxes greater than the cost of providing infrastructure and services; expand our range of commercial real estate products; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. With TID 16 closure in 2034, a TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein are vital and thus mandatory for the Developer. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which in this case was 2007, and the value was Eighty-eight million, three thousand five hundred dollars (\$88,003,500).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project, which plan may be revised and expanded as development proceeds on the Property.
- G. "Developer" means Military Ave Partners, LLC or any assignee of the same.
- H. "Exhibits" means the supplementary reference information attached to this development agreement that shall include the following:

I. Exhibit A – Map of the Property

2. Exhibit B – Legal Description of the Property

3. Exhibit C – Preliminary Concept Plan

I. [DELETED]

J. “Plans and Specifications” means the plans and specifications developed for the Project.

K. “Preliminary Concept Plan” means the initial Concept Plan, a copy of which is attached as EXHIBIT C and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.

L. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.

M. “Project” means the Project as defined in the Recitals.

N. “Public Art” means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.

O. “Public Improvements” means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:

I. potable water laterals that extend from the main to newly constructed retail buildings on the Property (the Lateral Work and the Additional Lateral Work).

P. “Qualified Expenditures” means any expenditures of Developer for the Lateral Work and Additional Lateral Work at the Project that are eligible for TIF Incentives as defined in Section III. B. 4.

Q. “Special Assessment” means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.

R. “Special Charge” means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.

S. “Tax Increment” means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year’s equalized value of all taxable property in the TID.

T. “TID” means Tax Increment District Number Sixteen (“TID 16” or the “TID”), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 16 in 2007; TID 16 terminates in 2034.

- U. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- V. “TIF Incentive” means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. Land Division.
 - a) The Developer shall prepare and obtain approvals for a land condominium for the proposed “units” to formally create up to five new units along Military Ave., for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (EXHIBIT C),
 - b) Upon recording of such Condominium Documents with the Brown County Register of Deeds, all references to Property shall include all such new parcels created through the actions of this Section III. B. I.
 - 2. One-Time Reimbursement. The City shall provide a TIF Incentive as a one-time obligation of the City, for Developer’s performance of the Lateral Work (the installation of one potable water lateral) for an amount of 70% of the cost of the Lateral Work, not to exceed \$24,500 which is further defined as follows:
 - a) The Developer guarantees that the Property shall have a minimum aggregate assessed value of five hundred thousand dollars (\$500,000) in new valuation above the base value by January 1, 2026, This value will be generated on the first unit of the development Project.
 - b) Developer shall be responsible to incur and pay all of the upfront costs of the Project.
 - 3. PAYGo Reimbursement. In addition to the above one-time reimbursement, the City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1

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

- c) Incremental Property Value multiplied by the assessed mill rate shall be known as the Available TIF Increment.
 - d) The City shall first use the Available TIF Increment to cover its annual debt service obligation for the one-time reimbursement to Developer of the TIF Incentives. Should the annual debt service payment not consume all of the Available TIF Increment, the City shall make available not more than seventy percent (70%) of the remaining TIF Increment to the Developer not to exceed up to \$98,000 for the 4 remaining water line installations.
 - e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Property for the previous year. For example, if the first occupancy permit is issued on September 1, 2025, the TIF Increment would be determined as of January 1, 2026 and the PAYGo reimbursement would first be payable in 2026.
4. Qualified Expenditures. TIF Incentives shall be disbursed in the following priority, and only fund:
- a) Public Improvements, if applicable, as defined in Section II. O., and environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) Any other activity specifically approved by the City or RDA.
5. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon notice to the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

- 1. Monetary Limitation. The one-time TIF Incentive shall not exceed Twenty-four thousand five hundred dollars (\$24,500)
- 2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenditures incurred and paid by Developer.
- 3. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made within 60 days of receipt and proof water lateral was installed; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

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

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to March 1, 2024, Developer shall submit a Concept Plan and/or formal site plan as necessary to the RDA, Plan Commission and Council for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement. The Concept Plan shall clearly identify:
1. Any proposed changes in boundaries of the Property, specifically the proposed boundaries of the units.
 2. The approximate location of any proposed structures and/or projects to be built on the Property.
 3. A preliminary rendering or other illustration of scale of proposed structures and buildings.
- B. Public Art. On or before the Certificate of Occupancy is granted, Developer will deliver to the City a \$500 Public Arts donation.
- C. [DELETED]
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:

1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. If Developer's proposed use is not already permitted by code, Developer shall have obtained the approval of the City and the RDA.
- F. Proof of Funds. By no later than March 1, 2024, Developer shall have delivered proof satisfactory to the City and RDA of funds, which will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- G. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- H. Land Division Documents. Developer shall cause a Condominium Documents to be prepared, approved by the City, and any other party whose consent is required, and shall cause the Condominium Documents to be recorded with the Brown County Register of Deeds.
- I. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenditures as set forth in Section 2 O.
- J. Improvement of Property. Developer shall promptly design the first water lateral of the Project. Substantial work on the first water lateral of the Project shall commence no later than one hundred and eighty (180) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan and/or issuance of a building permit and all other permits or licenses required to commence construction
- K. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- L. Transfer or Sale of Property.
1. Notice of Intent to Transfer. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Property exempt from taxation, unless the purchaser, transferee,

lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

M. Easements. [DELETED]

N. Environmental.

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

4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.
- O. Insurance. Before commencement of the Lateral Work and/or Additional Lateral Work, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, from the subcontractors performing the Lateral Work and/or Additional Lateral Work, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:
1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
 - b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
 - c) Five hundred thousand dollars (\$500,000.00) policy limit.
 2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.
 3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
 4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:

- a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements.

P. General Indemnity.

- I. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
- a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of

Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. TID 16 shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Developer represents and warrants to the City and RDA as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
- M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of thirty (30) days after its due date;
 - 2. Failure to Meet Implementation Schedule. All dates and timelines set forth in this Agreement shall be strictly adhered to and any delay shall be an Event of Default; subject to any extensions granted by the City.
 - 3. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
 - 4. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
 - 5. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;

6. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 7. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Termination. Terminate this Agreement without further notice to Developer;
 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
 3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be

cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default; or
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. Provided that Developer is not in default under this Agreement, the one-time TIF payment shall be made upon completion of the Lateral Work, which shall be completed prior to December 31, 2024.
- C. Survival of Certain Provisions. Sections III. B. I. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV.P.3., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.
- B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.

- E. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. All specified dates and time periods set forth and/or incorporated herein in this agreement are vital and thus mandatory for the Developer. In the event this Agreement is not executed by both Parties prior to July 1st, 2024, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall be null and void.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 2. Upon receipt if hand-delivered to the party or person intended; or
 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
 4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

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

To the City: City of Green Bay
 Attn: City Clerk

100 North Jefferson Street
Green Bay, WI 54301
e-mail: celestine.jefferies@greenbaywi.gov

To RDA: Redevelopment Authority of the City of Green Bay
 Attention: Executive Director
 100 North Jefferson Street, Room 608
 Green Bay, WI 54301
 e-mail: cheryl.renier-wigg@greenbaywi.gov

To the Developer: Military Ave Partners LLC
 Attn: JJ Alaily
 1830 N. Hubbard Suite 700
 Milwaukee, WI 53212

with a copy to: Jeff Anenberg
 610 Newport Center Drive Suite 290
 Newport Beach, CA 92660

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

- K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- L. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- M. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- N. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- O. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- P. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the

Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).

- Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- S. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

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

MILITARY AVE PARTNERS, LLC

[illegible]

Personally came before me this _____ day of _____ 2024, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

My Commission Expires _____

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
DEVELOPER NAME

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jefferies, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2024, the above named
_____ and _____, on behalf of the City of Green Bay,
a Wisconsin municipal corporation, to me known to be the person who executed the foregoing
instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
GORMAN AND COMPANY

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY**

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2024, the above named
_____ and _____, on behalf of the Redevelopment
Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

*

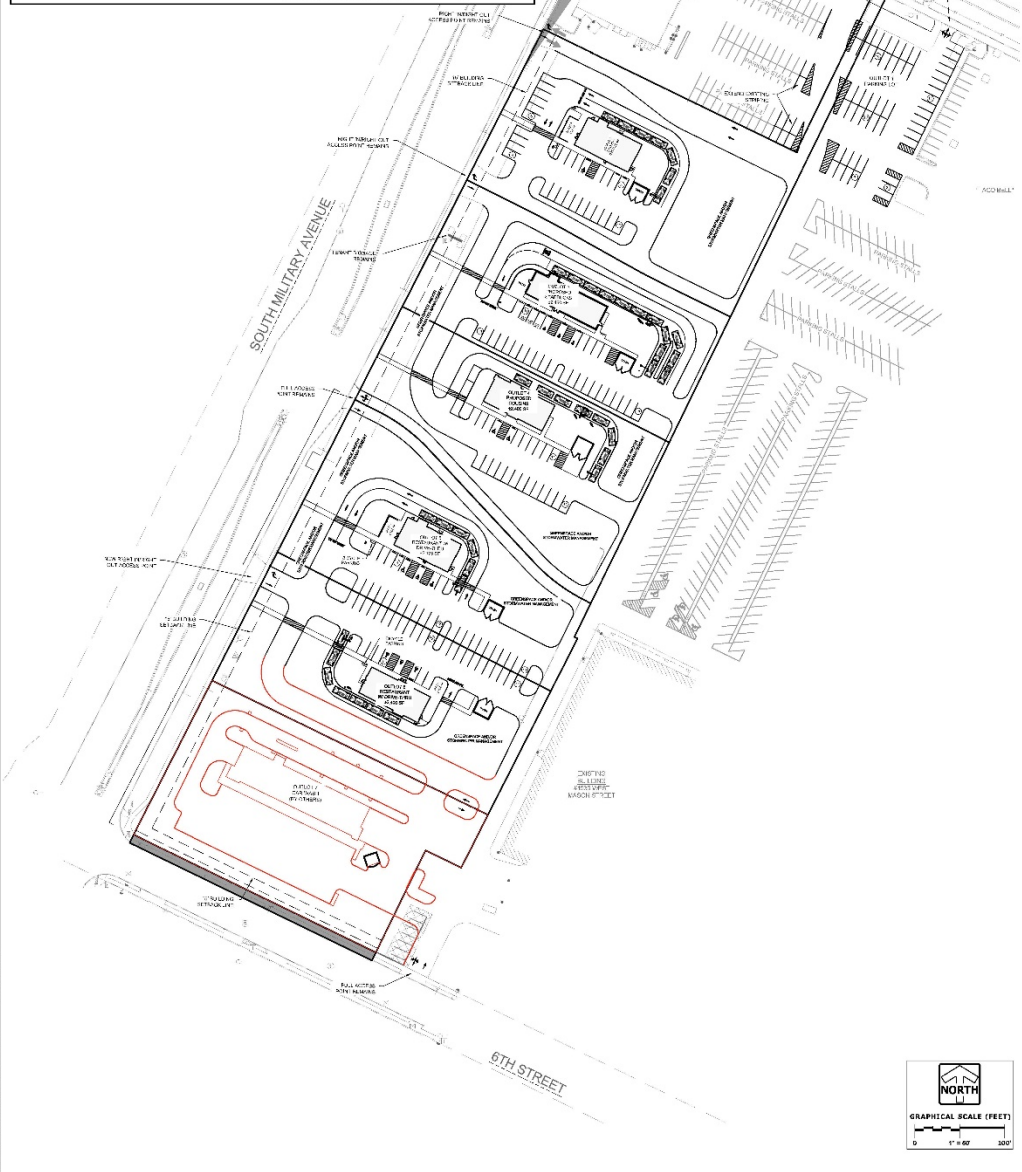
Notary Public, _____ County, Wisconsin
My Commission Expires _____

EXHIBIT B
Legal Description

Lot 2 of Certified Survey Map No. 9537 recorded on September 30, 2022 as Document No. 3018734 being a redivision of part of Lots 79,80 and 81 of Assessors Plat No. One and a part of Lot 30 of C.L.A. Tanks subdivision and additional lands being a part of Private Claim 3 and Private Claim 4, West Side of Fox River, City of Green Bay, Brown County, Wisconsin.

Tax Parcel #: 6-462

Preliminary Concept Plan

[illegible]



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # M.2

To approve Development Agreement 24-02 with Greater Green Bay Habitat for Humanity Homestead Project for road construction.

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

BACKGROUND

Greater Green Bay Habitat for Humanity (GGBHFH) is undertaking a large site development project in an east side neighborhood. This is a 13-unit development project on 2.66 acres that will result in the new construction of two three-unit townhomes and seven single-family homes. There will be two ADA-compliant options in the pool of houses constructed. This is a four million dollar project that included land acquisition and will need infrastructure build-out and home construction. They are on an aggressive timeline of an 18-24 month construction completion goal.

GGBHFH is requesting assistance in the construction of a street which will connect Ricky Drive and Richmond Street. There is also a parcel that will be used for stormwater management.

GGBHFH has entered into a development agreement with the Department of Public Works (DPW) for the oversight of the street construction. Bidding took place and the costs for the street infrastructure came in at just under \$840,000. This bid was reviewed by DPW staff and is in line with construction costs. GGBHFH is requesting a one-time grant amount from TID 10 funding of \$650,000 to go towards the street infrastructure. Plans are for the street to be constructed this summer along with starting the construction of the housing stock.

All the houses will be sold to income eligible buyers and placed back on the tax rolls.

The property currently has zero value. Upon completion of the project, the City estimates the addition of two million nine hundred twenty-five thousand dollars (\$2,925,000) in new valuation above the base value, which is anticipated to yield approximately:

1. Fifty-six thousand five hundred and seventy dollars (\$56,570.00) in total real estate taxes annually (assessed mill rate of \$19.34);
2. Twenty-two thousand seven hundred twenty-seven dollars (\$22,727.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

This is an exciting project for both GGBHFH and the City because it increases available properties for sale in the range of housing affordability that is most sought after but least available.

RECOMMENDATION

To approve Development Agreement 24-02 with Greater Green Bay Habitat for Humanity Homestead Project road construction.

FISCAL IMPACT

ATTACHMENTS

- I. Habitat DA Law CRWRevised-3-7-24 RDA



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 24-02
HABITAT HOMESTEAD DEVELOPMENT

This Development Agreement is made this _____ day of _____, 2024,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
And GREATER GREEN BAY HABITAT FOR HUMANITY, INC. ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
21-8571	903 Ricky Drive	0.121	\$0
21-8572	907 Ricky Drive	0.084	\$0
21-8573	911 Ricky Drive	0.100	\$0
21-8574	915 Ricky Drive	0.100	\$0
21-8575	919 Ricky Drive	0.084	\$0
21-8576	921 Ricky Drive	0.118	\$0
21-8580	940 Ricky Drive	0.195	\$0
21-8581	930 Ricky Drive	0.179	\$0
21-8582	920 Ricky Drive	0.133	\$0
21-8583	914 Ricky Drive	0.137	\$0
21-8584	906 Ricky Drive	0.372	\$0
21-8577	2052 Richmond Street	0.178	\$0
21-8578	2046 Richmond Street	0.252	\$0
21-8579	2042 Richmond Street	0.142	\$0

- B. The parcels listed above shall be referred to as the "Property." A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

- C. Developer intends to complete a Project, which includes the following:

Housing development project consisting of installation of infrastructure to include street, water and sewer connections and stormwater provisions as well as the construction of 2, 3-unit townhomes and 7 single family homes to be sold to 13 income qualified homebuyers.

The Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C and is 2.66 acres.

- D. As of January 1, 2024, the Property has an aggregate assessed value of zero (\$0), which is based on the assessed tax rates in effect as of January 1, 2024, the Property yields approximately:

- I. Zero (\$0) in total net real estate taxes annually (assessed mill rate of \$19.34);

2. Zero (\$0) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).
- E. Upon completion of Project, the City estimates the addition of Two million nine hundred twenty-five thousand dollars (\$2,925,000) in new valuation above the base value resulting in an aggregate assessed property value of the Property to be approximately Two million nine hundred twenty-five thousand dollars (\$2,925,000) which is anticipated to yield approximately:
1. Fifty-six thousand five hundred and seventy dollars (\$56,570.00) in total real estate taxes annually (assessed mill rate of \$19.34);
 2. Twenty-two thousand seven hundred twenty-seven dollars (\$22,727.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), The Property is within one half mile of Tax Increment District Number 10 ("TID 10" or the "TID") which will provide part of the financing for certain TIF qualified costs of the project.
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to, the installation of street, sanitary sewer and water laterals, storm water management and all improvements as described in Exhibit D.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community, as well as housing options consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that it will build new structures for individuals of all ages and abilities; be located in a place easy to reach on foot, bicycle, or transit; generate job opportunities for individuals of all ages, abilities, and incomes; build new structures with high-performance designs, systems, and finishes; create a significantly higher value per acre property; generate property taxes greater than the cost of providing infrastructure and services; expand our range of residential real estate products, create and/or enhance unique public spaces, amenities, and art; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. With TID 10 closure in 2031, TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein are vital and thus mandatory for the Developer. Any material modification or deviation from an approved schedule described in this

Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property, which is zero dollars (\$0.00)
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means Greater Green Bay Habitat for Humanity Inc or any assignee of the same.
- H. "Exhibits" means the supplementary reference information attached to this development agreement that shall include the following:

1. Exhibit A – Map of the Property
 2. Exhibit B – Legal Description of the Property
 3. Exhibit C – Preliminary Concept Plan
 4. Exhibit D- Bid for Street Work
- I. “Future Project” means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- J. “Plans and Specifications” means the plans and specifications developed for the Project.
- K. “Preliminary Concept Plan” means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- L. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.
- M. “Project” means the Project as defined in the Recitals.
- N. “Public Art” means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- O. “Public Improvements” means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
- I. Ricky Drive and Richmond Street and all public infrastructure associated such as water, sewer, etc.
- P. “Qualified Expenditures” means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III B. 2.
- Q. “Special Assessment” means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- R. “Special Charge” means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- S. “Tax Increment” means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year’s equalized value of all taxable property in the TID.

- T. “TID” means Tax Increment District Number Ten (“TID 10” or the “TID”), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 10 in 2004, amended in 2020; TID 10 terminates in 2031.
- U. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- V. “TIF Incentive” means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - 1. One-Time Reimbursement. The City shall provide a TIF Incentive as a one-time obligation of the City, for the installation of Ricky Drive and Richmond Street infrastructure, not to exceed \$650,000.00 which is further defined as follows:
 - a) The Developer guarantees that the Property shall have a minimum aggregate assessed value of Two million nine hundred and twenty-five dollars (\$2,925,000.00) in new valuation above the base value by July 1, 2026,
 - b) Developer shall be responsible to incur and pay all of the upfront costs of the Project.
 - 2. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
 - a) Public Improvements, if applicable, as defined in Section II. O., and environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) Any other activity specifically approved by the City or RDA.
 - 3. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.
- C. Limitations. The TIF Incentive available to Developer for the Project is limited as follows:

1. Monetary Limitation. The one-time TIF Incentive shall not exceed Six hundred and fifty thousand dollars (\$650,000.00)
 2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer whether or not it reaches the monetary limitation.
 3. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made within 60 days of receipt and proof of costs incurred from road project as defined by Exhibit D; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.
- D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.
- E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to April 1, 2024, Developer shall submit a Concept Plan and/or formal site plan as necessary to the RDA, Plan Commission and Council for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this agreement. The Concept Plan shall clearly identify:
1. Any proposed changes in boundaries of the Property,
 2. The approximate location of any proposed structures and/or projects to be built on the Property.
 3. A preliminary rendering or other illustration of scale of proposed structures and buildings.
 4. Location of Right of Way and description of improvements included within
- B. Public Art
1. A line item of not less than one percent (.05%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a. Public Art on the Property as approved by the RDA to be installed before December 31, 2026; or

- b. Public Art within one-half (1/2) mile of the Property; or
- c. A separate Public Art project(s) approved by the RDA and GBPAC; or
- d. Funds for design and maintenance of Public Art, or any combination of the alternatives

RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan if it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

- C. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
 - 1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 - 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 - 3. Developer shall have obtained the approval of the City and the RDA.
- D. Proof of Financing. By no later than April 1, 2024, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- E. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- F. Land Division Documents. Developer shall cause a Land Division Document to be prepared, approved by the City, and any other party whose consent is required, and shall cause the Land Division Document to be recorded with the Brown County Register of Deeds.

- G. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in Section 2 O and P.
- H. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than one hundred and twenty (120) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan and/or issuance of a building permit and all other permits or licenses required to commence construction.
- I. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- J. Transfer or Sale of Project Property.
1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage, and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- K. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- L. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim,

fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

- a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
- b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.

3. Hazardous Materials Defined. As used herein, the term “Hazardous Materials” means:

- a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as “hazardous wastes,” “hazardous substances,” “toxic substances,” “pollutants,” “contaminants,” “radioactive materials,” or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601 et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, “Environmental Laws”); and
- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.

M. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:

I. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer’s liability coverage shall be in not less than the following limits:

- a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
- b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and

- c) Five hundred thousand dollars (\$500,000.00) policy limit.
- 2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.
- 3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
- 4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
- 5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
- 6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

N. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. TID 10 shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Developer represents and warrants to the City and RDA as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other

security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.

- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
- M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

VIII. DEFAULT

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

1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
2. Failure to Meet Implementation Schedule. All dates and timelines set forth in this Agreement shall be strictly adhered to and any delay shall be an Event of Default;
3. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
4. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
5. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
6. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
7. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.

B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:

1. Termination. Terminate this Agreement without further notice to Developer;
2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
3. Specific Performance. Sue for specific performance;

4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default; or
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. The one-time TIF payment shall be made upon completion of the Developer's obligations in this agreement which shall be completed prior to December 31, 2024.

- C. Survival of Certain Provisions. Sections III. B. I. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV.P.3., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

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

- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. All specified dates and time periods set forth and/or incorporated herein in this agreement are vital and thus mandatory for the Developer. In the event this Agreement is not executed by both Parties prior to April 1, 2024, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall be null and void.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 2. Upon receipt if hand-delivered to the party or person intended; or
 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
 4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

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

To the City:	City of Green Bay Attn: City Clerk 100 North Jefferson Street Green Bay, WI 54301 e-mail: celestine.jefferies@greenbaywi.gov
To RDA:	Redevelopment Authority of the City of Green Bay Attention: Executive Director 100 North Jefferson Street, Room 608 Green Bay, WI 54301 e-mail: cheryl.renier-wigg@greenbaywi.gov
To the Developer:	Greater Green Bay Habitat for Humanity Inc Attn: Jessica Diederich 1967 Allouez Ave Green Bay, WI 54311

with a copy to:

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

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

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER:

By: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2024, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
DEVELOPER NAME

By: _____
Eric Genrich, Mayor

[illegible]

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

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
GORMAN AND COMPANY

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY**

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2024, the above named
_____ and _____, on behalf of the Redevelopment
Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

page 22 of 26

EXHIBIT B
Legal Description

Tax Parcel	Address	
21-8571	903 Ricky Drive	Habitat Homestead Lot 1
21-8572	907 Ricky Drive	Habitat Homestead Lot 2
21-8573	911 Ricky Drive	Habitat Homestead Lot 3
21-8574	915 Ricky Drive	Habitat Homestead Lot 4
21-8575	919 Ricky Drive	Habitat Homestead Lot 5
21-8576	921 Ricky Drive	Habitat Homestead Lot 6
21-8580	940 Ricky Drive	Habitat Homestead Lot 10
21-8581	930 Ricky Drive	Habitat Homestead Lot 11
21-8582	920 Ricky Drive	Habitat Homestead Lot 12
21-8583	914 Ricky Drive	Habitat Homestead Lot 13
21-8584	906 Ricky Drive	Habitat Homestead Lot Outlot 1
21-8577	2052 Richmond Street	Habitat Homestead Lot 7
21-8578	2046 Richmond Street	Habitat Homestead Lot 8
21-8579	2042 Richmond Street	Habitat Homestead Lot 9

EXHIBIT C Preliminary Concept Plan

037460027-0001 10/01/16 10:01 AM User: j. hawkins Date of Issue: 10/01/16 Date of Review: 10/01/16 Date of Approval: 10/01/16

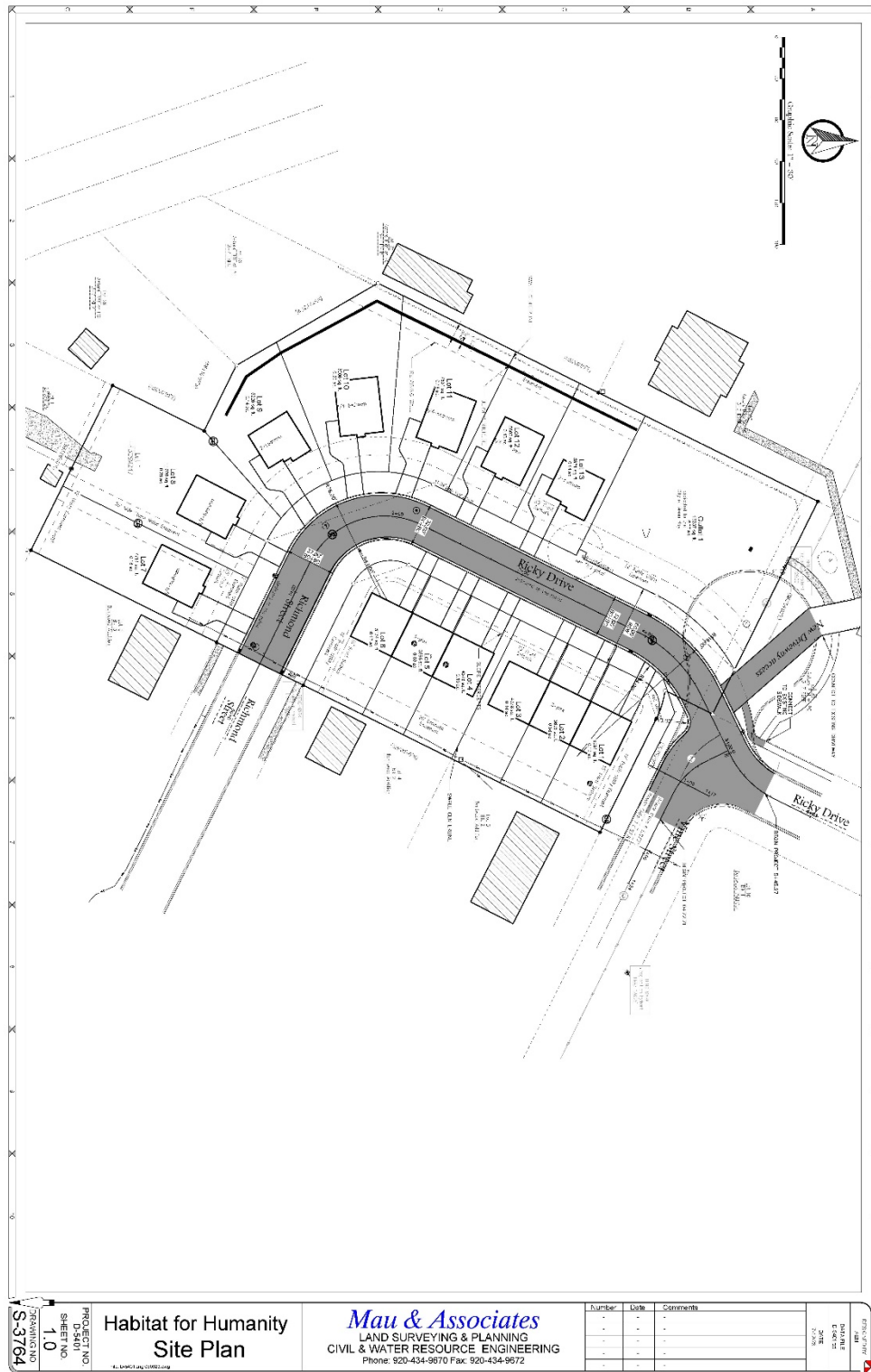


EXHIBIT D

Total Infrastructure Costs

BID TABULATION Habitat for Humanity - Habitat Homestead ENGINEER'S PROJECT # : D-5401 Bid Open February 19, 2024 at 2:00 PM					
				 	
Habitat for Humanity - Habitat Homestead - Change Order 1				Peters Concrete Company	
Bid Item Number	Item Description	Units of Measure	Estimated Quantity	Unit Cost	Total Amount
REMOVALS					
1	Clear and Grub Trees and Stumps	LS	1	\$10,000.00	\$ 10,000.00
2	Remove Asphaltic Pavement	SY	1409	\$4.17	\$ 5,875.53
3	Sawcut and Remove Curb & Gutter	LF	382	\$2.90	\$ 1,107.80
4	Removing Concrete Sidewalk & Driveway	SY	30	\$14.50	\$ 435.00
Subtotal - REMOVALS				\$	17,418.33
EXCAVATION (UTILITY TRENCHES NOT INCLUDED)					
5	Excavation (Does not include utility trenches)	CY	4369	\$9.22	\$ 40,282.18
6	Retaining Wall Excavation	LS	1	\$1,250.00	\$ 1,250.00
7	Strip and Stockpile Topsoil	LS	1	\$8,100.00	\$ 8,100.00
Subtotal - EXCAVATION (UTILITY TRENCHES NOT INCLUDED)				\$	49,632.18
FILL					
8	Fill	CY	276	\$0.01	\$ 2.76
Subtotal - FILL				\$	2.76
EROSION CONTROL					
9	Silt Fence-Delivered, Installed & Maintained	LF	1623	\$2.00	\$ 3,246.00
10	Erosion Mat Class I, Type A	SY	640	\$1.85	\$ 1,184.00
11	Erosion Mat Class I, Type B	SY	1631	\$1.85	\$ 3,017.35
12	Inlet Protection, TypeA- Install & Maintain	EACH	7	\$135.00	\$ 945.00
13	Inlet Protection, Type C- Install & Maintain	EACH	8	\$64.00	\$ 512.00
14	Tracking Pad	EACH	2	\$1,500.00	\$ 3,000.00
15	Heavy Rip Rap	CY	2.2	\$150.00	\$ 330.00
Subtotal - EROSION CONTROL				\$	12,234.35
MOBILIZATION					
16	Mobilization	EACH	1	\$20,465.00	\$ 20,465.00
Subtotal - MOBILIZATION				\$	20,465.00
SEWER AND WATER REMOVALS					
17	Remove Sanitary Sewer 8"	LF	35	\$36.20	\$ 1,267.00
18	Remove Storm Sewer 12"	LF	79	\$6.00	\$ 474.00
19	Remove Storm Manhole	EACH	1	\$500.00	\$ 500.00
20	Remove Water Main 6" (fitting removal incidental)	LF	180	\$34.10	\$ 6,138.00
21	Remove Hydrant (Valve removal incidental)	EACH	2	\$700.00	\$ 1,400.00
Subtotal - SEWER AND WATER REMOVALS				\$	9,779.00
STRUCTURES					
22	Retaining Wall	CY	66	\$1,030.00	\$ 67,980.00
Subtotal - STRUCTURES				\$	67,980.00
SANITARY SEWER PIPES AND LATERALS (GRAVEL BACKFILL INCIDENTAL)					
23	Construct 8" Sanitary Sewer	LF	361	\$75.20	\$ 27,147.20
24	Construct 4" Sanitary Lateral	LF	590	\$57.05	\$ 33,659.50
Subtotal - SANITARY SEWER PIPES AND LATERALS (GRAVEL BACKFILL INCIDENTAL)				\$	60,806.70
STORM SEWER PIPES, LATERALS, AND CULVERT (GRAVEL BACKFILL AND WYES INCIDENTAL)					
25	Construct 12" PVC Storm Sewer	LF	894	\$69.25	\$ 61,909.50
26	Construct 18" RCP Storm Sewer	LF	56	\$80.80	\$ 4,524.80
27	Construct 21" RCP Storm Sewer	LF	79	\$110.45	\$ 8,725.55
28	Construct 6" PVC Storm Lateral	LF	595	\$56.50	\$ 33,617.50
29	18" Apron Endwall w/ Trash Grate	Each	1	\$2,500.00	\$ 2,500.00
Subtotal - STORM SEWER PIPES, LATERALS, AND CULVERT				\$	111,277.35

SEWER STRUCTURES					
30	Construct Type A 48" Diameter Sanitary Manhole	VF	23	\$575.00	\$ 13,225.00
31	Construct 30" Catch Basin	VF	17	\$2,325.00	\$ 39,525.00
32	Construct Type A 48" Diameter Storm Manhole	VF	38	\$705.25	\$ 26,799.50
33	Construct Type B 60" Diameter Storm Manhole	VF	6	\$1,700.00	\$ 10,200.00
34	Construct Special Inlet	EACH	3	\$3,500.00	\$ 10,500.00
35	Construct Pond Outlet Structure	EACH	1	\$5,900.00	\$ 5,900.00
36	Supply & Place Neenah R-1500 Sanitary Casting & Cover	EACH	3	\$500.00	\$ 1,500.00
37	Supply & Place Neenah R-1500 Storm Casting & Cover	EACH	7	\$450.00	\$ 3,150.00
38	Supply & Place R-3067 Storm Casting & Cover	EACH	4	\$675.00	\$ 2,700.00
39	Supply & Place R-2560 Type E Beehive Casting and Cover	EACH	3	\$525.00	\$ 1,575.00
Subtotal - SEWER STRUCTURES				\$	115,074.50
WATER MAIN PIPE, LATERALS, AND FITTINGS (GRAVEL BACKFILL INCIDENTAL)					
40	8" PVC Water Main w/Gravel Backfill	LF	471	\$98.00	\$ 46,158.00
41	8" 90° Bend	EACH	2	\$800.00	\$ 1,600.00
42	8" 45° Bend	EACH	6	\$1,175.00	\$ 7,050.00
43	8" x 6" Anchor Tee, includes 6" Valve	EACH	2	\$2,350.00	\$ 4,700.00
44	1" Water Service	LF	601	\$53.50	\$ 32,153.50
45	1" Curb Stop	LF	13	\$375.00	\$ 4,875.00
Subtotal - WATER MAIN PIPE, LATERALS, AND FITTINGS (GRAVEL BACKFILL INCIDENTAL)				\$	96,536.50
WATER MAIN VALVES					
46	8" Gate Valve	EACH	2	\$2,800.00	\$ 5,600.00
Subtotal - WATER MAIN VALVES				\$	5,600.00
FIRE HYDRANTS					
47	Fire Hydrant	EACH	2	\$5,700.00	\$ 11,400.00
48	6" Fire Hydrant Branch	LF	13	\$135.75	\$ 1,764.75
Subtotal - FIRE HYDRANTS				\$	13,164.75
AGGREGATES AND BASE					
49	CABC, 1 1/4"	CY	490	\$31.06	\$ 15,219.40
50	Breaker Run	CY	313	\$29.81	\$ 9,330.53
Subtotal - AGGREGATES AND BASE				\$	24,549.93
CURB AND GUTTER					
51	Curb & Gutter 24"	LF	993	\$23.00	\$ 22,839.00
Subtotal - CURB AND GUTTER				\$	22,839.00
CONCRETE SIDEWALK AND DRIVEWAY					
52	Construct 4" Concrete Sidewalk	SY	100	\$72.00	\$ 7,200.00
53	Construct 6" Concrete Sidewalk and Driveway	SY	199	\$83.25	\$ 16,566.75
Subtotal - CONCRETE SIDEWALK AND DRIVEWAY				\$	23,766.75
ASPHALTIC PAVEMENT					
54	HMA Pavement Type 3 LT 58-28 S	SY	1960	\$11.20	\$ 21,952.00
55	HMA Pavement Type 4 LT 58-28 S	SY	1960	\$8.90	\$ 17,444.00
56	Tack Coat	GAL	98	\$3.50	\$ 343.00
Subtotal - ASPHALTIC PAVEMENT				\$	39,739.00
SAWING PAVEMENT					
57	Sawing Pavement Full Depth	LF	75	\$3.00	\$ 225.00
Subtotal - SAWING PAVEMENT				\$	225.00
FURNISHING AND PLANTING PLANT MATERIALS					
58	Spread 4" Min Topsoil and Seed Disturbed Areas	ACRES	1.2	\$19,050.00	\$ 22,860.00
Subtotal - FURNISHING AND PLANTING PLANT MATERIALS				\$	22,860.00
BONDING					
59	Performance Bond	EACH	1	\$1.00	\$ 1.00
60	Payment Bond	EACH	1	\$1.00	\$ 1.00
Subtotal - BONDING				\$	2.00
STORMWATER POND					
61	Stormwater Pond- Clay Liner	CY	1000	\$16.55	\$ 16,550.00
62	Stormwater Pond- Excavation	CY	1000	\$9.22	\$ 9,220.00
Subtotal - STORMWATER POND				\$	25,770.00
Total - Habitat for Humanity - Habitat Homestead - Change Order 1				\$	739,723.10
Total Engineering and Survey Costs				\$	99,876.00
Total Infrastructure Costs				\$	839,599.10



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # M.3

To approve the Second Amendment to Development Agreement 18-02 between the City of Green Bay and the Green Bay Redevelopment Authority regarding improvements to the Shipyard.

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

BACKGROUND

In 2018, the City of Green Bay and the Redevelopment Authority entered into a development agreement to establish the funding mechanism for improvements to the Shipyard redevelopment project. The Shipyard site, located at 100 W. Mason Street (Tax Parcel 2-78), 239 Arndt Street (Tax Parcel 3-551), 101 Bridge Street (Tax Parcel 3-554-A), and 119 Bridge Street (Tax Parcel 3-556), is an RDA-owned site being redeveloped into a prominent destination within the upper Midwest. Once a center for rail and water transport of raw materials, the now vacated brownfield will be dramatically transformed into a destination for recreation, tourism, housing, and business.

Construction for Phase I is taking place from August 2022 through July 2024. This work includes a riverfront promenade/multi-modal path, floating dock, fishing pier, habitat enhancement, and an accessible kayak launch. The second Phase includes a great lawn for concerts, festivals, and other events; a dog park; an urban beach, playground, and splash pad. Construction is tentatively planned to start in late 2024. The final Phase includes a unique commercial plaza that will support local start-up businesses that specialize in food, beverage, retail, and recreation.

Additionally, a private developer, Merge Urban Development, will start construction in August 2024 on a mixed-use project on northern portions of the Shipyard site (239 Arndt Street, 101 Bridge Street, and 119 Bridge Street). The Merge development will include 225 market rate housing units and is anticipated to produce at least \$21,000,000 in increased property values. Per the Merge Development Agreement 2021-01, the City and RDA are obligated to complete construction on the Shipyard's public recreational/entertainment amenities and public improvements to Arndt and Bridge Streets.

The original Shipyard Development Agreement 18-02 identifies a total budget of \$10,000,000, with \$9,500,000 in City funds to be dedicated as a project grant. The original agreement specified that funds were to be used for property acquisition, improvements for the Shipyard's public recreational and entertainment facilities, neighborhood investment, and public improvements to streets, rail crossings, and parking.

In 2022, the RDA and City approved Amendment I to Development Agreement 18-02, increasing the total budget to \$17,000,000, with \$12,150,000 in City funds to be dedicated as a City-funded project grant. This amendment was approved to address higher costs after bids were received to construct Phase I, and to include \$2,369,800 in new state and federal grants in the budget, reducing the City's percentage share of

total project costs.

A Second Amendment to 18-02 is being considered to reflect project updates, and to narrow the scope of the Development Agreement considering certain project costs are being accounted for through separate development agreements. Primary changes proposed with this Amendment include:

- Update project budget from \$17,000,000 to \$24,000,000 to initiate Phase 2.
- Update project grant from \$12,150,000 to \$16,630,000 to initiate Phase 2.
- Include \$5,000,000 federal grant from National Park Service Outdoor Recreation Legacy Partnership program.
- Remove properties and project costs included in original agreement that are being addressed through separate development agreements with Merge Urban Development and the anticipated redevelopment of the former Badger Sheet Metal site.

RECOMMENDATION

Approval of Second Amendment to Development Agreement 18-02 between the City of Green Bay and the Green Bay Redevelopment Authority regarding improvements to the Shipyard.

FISCAL IMPACT

Increases in debt service are to be funded by tax increment in TID 22 (\$16,630,000) and secured federal and state grant funds (\$7,370,000). No levy dollars will be used for this project.

ATTACHMENTS

1. Shipyard Development Agreement Second Amendment 18-02 DRAFT 20240308
2. Shipyard Development Agreement 18-02 Amend 2 redlines 20240308

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT 18-02

THE SHIPYARD

This First Amendment to Development Agreement 18-02 is made this ____ day of ____, 2024,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), and
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"), collectively the Parties.

RECITALS

WHEREAS, The City of Green Bay ("City") and the Redevelopment Authority of Green Bay ("RDA") seek to complete the major redevelopment project known as the Shipyard; and

WHEREAS, The Parties entered into a Development Agreement 18-02 dated June 20, 2018, relating to the Project Site; and

WHEREAS, The Parties agreed to amend the Development Agreement 18-02 and executed a First Amendment dated May 25, 2022; and

WHEREAS, The City and the RDA seek to amend the Development Agreement 18-02 ("Agreement") executed between the Parties, to reflect project updates, and to narrow the scope of the Development Agreement considering certain project costs are being accounted for through separate development agreements; and

WHEREAS, The City has previously authorized direct City investment in Shipyard improvements of up to twelve million six hundred fifty thousand dollars (\$12,150,000.00) and a total budget of sixteen million six hundred thirty thousand dollars (\$16,630,000.00); and

WHEREAS, The City has been awarded an Outdoor Recreation Legacy Partnership (ORLP) grant from the United States National Parks Service and Wisconsin Department of Natural Resources in the amount of five million dollar (\$5,000,000.00), requiring changes to the redevelopment project budget; and

NOW THEREFORE based upon the covenants and considerations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

I. Amendments. The Agreement is hereby amended as follows:

A. In Recital B. delete the following properties:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
2-70	515 S. Broadway	0.085	\$0.00
2-71	517 S. Broadway	0.064	\$0.00

2-76	525 S. Broadway	0.066	\$0.00
2-77	531 S. Broadway	0.301	\$0.00
2-107	S. Broadway	0.023	\$0.00
2-109	613 S. Broadway	0.079	\$0.00
2-945	S. Pearl St.	1.266	\$0.00
2-946	505 S. Broadway	0.362	\$0.00
2-947	419 S. Maple	2.310	\$293,000.00
2-949-A	511-513 S. Broadway	0.145	\$0.00
3-568	401 S. Broadway	0.568	\$0.00
3-568-1	S. Broadway	0.372	\$0.00
3-569	420 S. Broadway	2.190	\$611,500.00
3-572	402 S. Broadway	0.110	\$39,100.00

- B. In Recital C, delete “sixteen and nine hundred sixty five thousands (16.965) acres of land” and replace with “thirteen and six hundred thirty-four (13.634) acres of land”.
- C. In Recital D.1 The Shipyard, delete “A signature public recreation and entertainment facility at 100 W. Mason St. (Tax Parcel 2-78) and surrounding property including, but not limited to:” and replace with “A signature public recreation and entertainment facility at 100 W. Mason St. (Tax Parcel 2-78) and portions of 101 Bridge St. (Tax Parcel 3-554-A), 239 Arndt St. (Tax Parcel 3-551) and 119 Bridge St. (Tax Parcel 3-556) including, but not limited to:”
- D. In Recital D.2, Public Improvements, delete sections D.2.a) Arndt Street and D.2.b) Bridge Street in their entirety. Sections D.2.c) CN Railroad Crossings and D.2.d) Parking shall be re-lettered as D.2.a and D.2.b respectively.
- E. In former section D.2.c CN Railroad Crossings, delete “Arndt Street, and Bridge Street. The City and/or RDA will seek appropriate approvals for an additional CN railroad crossing with the future eastward extension of Clinton Street.”
- F. In Section III. FINANCING, from section A., delete “seventeen million dollars (\$17,000,000.00)” and replace it with “twenty four million dollars (\$24,000,000.00”.
- G. In Section III. FINANCING, from section A., delete “Section D.5” and replace it with “Section D.3”.
- H. In Section III. FINANCING, delete “Section B. Uses” in its entirety and replace with the following language: “B. Uses. The funds shall be exclusively used to complete improvements described in Section D. 1. and D. 2 of the Recitals.
- I. In Section III. Financing, delete Sections B.1, B.2, B.3, and B.4 in their entirety.
- J. In Section III. FINANCING, from section C.1, delete “twelve million one hundred

fifty thousand dollars (\$12,150,000)” and replace with “sixteen million six hundred thirty thousand dollars (\$16,630,000.00) in TIF funds”

- K. In Section III. FINANCING, in section C.2.d EPA GLRI Grant., delete “if awarded”.
- L. In Section III. FINANCING, create new Section C.2.e and include the following language:
 - e. NPS Outdoor Recreation Legacy Partnership Grant. The City shall contribute five million dollars (\$5,000,000.00) in Outdoor Recreation Legacy Partnership grant funds secured from the United States National Parks Service and Wisconsin Department of Natural Resources for Phase II improvements described in Section D.I.b of the Recitals.
- M. Exhibit A: Legal Description shall be deleted and replaced with the attached revised Exhibit A.
- N. Exhibit B: Preliminary Concept Plan shall be deleted and replaced with the attached revised Exhibit B.

- 2. Remaining Terms and Conditions. The Parties hereby acknowledge and agree that, as of the date hereof, the Development Agreement is in full force and effect, and that except as set forth herein, all remaining terms and conditions of the Agreement shall remain unchanged and the Agreements as amended by this Second Amendment shall remain in full force and effect.

[Signature pages follow]

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

Signature page 2 of 2

THE CITY OF GREEN BAY, and THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY.

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY**

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named
_____ and _____, on behalf of the Redevelopment
Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

EXHIBIT A
Legal Description

100 W Mason Street – Tax Parcel 2-78

Lot 1, Volume 27, Certified Survey Map, Page 247 (Map Number 4363), said map being part of Private Claim 2 West and Lots 1, 2, 3 and 4, M. Seller's Addition to Tank's First Addition, according to the recorded Plat thereof, and Mason Street, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

239 Arndt Street – Tax Parcel 3-551

Block 1, Arndt's Addition to Fort Howard, now part of the City of Green Bay and that part of the unsurveyed part of Private Claim No. 2, West side of Fox River, in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at a point where the Northerly line of the surveyed part of Private Claim No. 2 West intersects the Westerly line of Pearl Street extended which point is located 248.3 feet Southerly along said Westerly line of Pearl Street from the Southerly line of Arndt Street; thence North 24° 42' 39" East along the Westerly line of Pearl Street extended 248.3 feet to the Northeast corner of Block 5, Arndt's First Addition to Fort Howard; thence South 64° 6' 21" East along the Southerly line of Arndt Street 573.01 feet more or less to the West government dock line Fox River; thence South 12° 35' 14" West along said government dock line 255.1 feet to the Northerly line of the surveyed part of said Private Claim No. 2 West; thence North 64° 6' 21" West along said Northerly line of the surveyed part of Private Claim No. 2 West 627.34 feet to the point of beginning; EXCEPT that part thereof that lies West of the center line of Pearl Street produced Southerly.

Lots 1 and 2, including the East ½ of Water Street vacated, Block 2, Arndt's Addition to Fort Howard now a part of the City of Green Bay.

Lot 3, Block 2 Arndt's Addition to Fort Howard now a part of the City of Green Bay, except the part thereof described in Volume 241 Deeds, page 234.

The vacated portion of Arndt Street extending Easterly from the Easterly line of Water Street (vacated) to the Fox River.

EXCEPTING THEREFROM:

- (a) The 20 foot main line right of way of the (former) C&NW RR Co., described at 4 Deeds 462.
- (b) The side track easement of the (former) C&NW RR Co., described at 90 Deeds 167

101 Bridge Street – Tax Parcel 3-554-A

That part of Lot Five (5), Block Two (2), according to the recorded Plat of Arndt's First Addition to the City of Fort Howard, now a part of the City of Green Bay, West side of Fox River, Brown County, Wisconsin, bounded on the West by a line 280 feet Easterly from and parallel to the Easterly line of Pearl Street and bounded on the East by the channel bank of Fox River, on the North by the Southerly line of Bridge Street, and on the South by the Southerly line of said Lot 5, Block 2, Arndt's First Addition.

119 Bridge Street – Tax Parcel 3-556

Part of Lots 3, 4 and 5, Block 2, Arndt's First Addition to Fort Howard, in the City of Green Bay, Brown County, Wisconsin, described as follows:

All that part of Lot 3, Block 2, lying Westerly of the West line of the premises conveyed to Fort Howard Paper Company as described in Jacket 38 Image 34, also the East 5 feet of vacated Water Street lying between the North and South lines of said Lot 3, Block 2, extended Westerly.

All that part of Lot 4 Block 2, lying between the East line of vacated Water Street and the Channel Bank
of Fox River.

The Westerly 120 feet of Lot 5, Block 2; the easterly 5 feet of vacated Water Street lying between the
North line of the aforesaid Lot 5 and the South line of the aforesaid Lot 4, Block 2 extended westerly.

EXHIBIT B
Preliminary Concept Plan





City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 18-02
THE SHIPYARD

This Development Agreement is made this _____ day of _____, 2018,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), and
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA").

RECITALS

- A. The City of Green Bay ("City") and the Redevelopment Authority of Green Bay ("RDA") seek to complete a major redevelopment project known as the Shipyard, which involves remediating brownfields, repurposing vacant and underused structures, and enhancing a residential neighborhood on the near west side of the City. The catalyst for development involves the construction of a signature public recreation and entertainment facility at 100 W. Mason Street (Parcel 2-78).
- B. RDA has proposed to acquire and develop certain real property, identified for real estate tax purposes and address as:

Tax Parcel	Address	Acres	Assesed Value
2-70	515 S. Broadway	0.085	\$0.00
2-71	517 S. Broadway	0.064	\$0.00
2-76	525 S. Broadway	0.066	\$0.00
2-77	531 S. Broadway	0.301	\$0.00
2-78	100 W. Mason St.	7.974	\$0.00
2-107	S. Broadway	0.023	\$0.00
2-109	613 S. Broadway	0.079	\$0.00
2-945	S. Pearl St.	1.266	\$0.00
2-946	505 S. Broadway	0.362	\$0.00
2-947	419 S. Maple	2.310	\$293,000.00
2-949-A	511-513 S. Broadway	0.145	\$0.00
3-551	239 Arndt St.	4.665	\$0.00
3-554-A	101 Bridge St.	0.293	\$0.00
3-556	119 Bridge St.	0.702	\$0.00
3-568	401 S. Broadway	0.568	\$0.00
3-568-I	S. Broadway	0.372	\$0.00
3-569	420 S. Broadway	2.190	\$611,500.00
3-572	402 S. Broadway	0.110	\$39,100.00

- C. The parcels listed above shall be referred to as the "Property." The Property comprises approximately ~~sixteen~~ thirteen and ~~nine hundred and sixty five~~ six hundred and thirty-four thousandths (~~16.965~~ 13.634) acres of land. A legal description of the Property is herein attached as EXHIBIT A.

D. RDA intends to complete a Project, which shall be composed of the following components, in accordance with all applicable codes and ordinances:

I. The Shipyard. A signature public recreation and entertainment facility at 100 W. Mason St. (Tax Parcel 2-78) and ~~portions of 101 Bridge St. (Tax Parcel 3-554-A), 239 Arndt St. (Tax Parcel 3-551) and 119 Bridge St. (Tax Parcel 3-556) surrounding property~~ including, but not limited to:

a) Phase I

- (I) A multi-modal public path and/or boardwalk with landscaping along the entire waterfront boundaries of the slip, composed of a combination of concrete pavers, asphalt, crushed limestone, wood or engineered decking, and/or similar hard surfaces; and
- (II) A floating dock for transient boaters, fishing pier, accessible kayak launch, and wildlife habitat enhancement features; and
- (III) A temporary parking lot with approximately nineteen (19) parking stalls with connecting temporary access drive and temporary pedestrian walkway, all to be located on 100 W. Mason St. (Tax Parcel 2-78).

b) Phase II

- (I) A multi-purpose, multi-season Outdoor Events Center (“Great Lawn”) capable of holding approximately eight thousand (8,000) persons for concerts, festivals, and community events; and
- (II) An urban beach, children’s playground, splash pad and/or similar amenities; and
- (III) A permanent structure for restrooms and/or concessions; and
- (IV) A dog park.

c) Phase III

- (I) Permanent and/or seasonal structures (e.g. shipping containers) for food, beverage, retail, and recreation.”

2. Public Improvements. Infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, but not limited to:

~~a) Arndt Street. Appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users.~~

~~b) Bridge Street. Appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users.~~

e)a) CN Railroad Crossings. Construction of appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users at Mason Street, ~~Arndt Street, and Bridge Street. The City and/or RDA will seek appropriate approvals for an additional CN railroad crossing with the future eastward extension of Clinton Street.~~

d)b) Parking. Construction of approximately eight hundred (160) parking spaces with appropriate paving, landscaping, lighting, and other improvements, including:

3. Neighborhood Investment. The Parties acknowledge that the City and/or RDA has spent one million two hundred ninety three thousand nine hundred seventy one dollars and forty six cents (\$1,293,971.46) in CDBG, HOME, and Neighborhood Enhancement Funds from 2018-2021 in this neighborhood. Investments include acquisition, demo, curb appeal grants, home improvement loans, commercial faced grants, sidewalks and alleyways. Furthermore, the City has invested approximately two million dollars (\$2,000,000.00) into stormwater infrastructure, including installation of stormwater lift stations to mitigate neighborhood flooding.
4. Private Improvements. The City and/or RDA may enter into separate agreements with other parties to construct Private Improvements on the Property in order to generate additional economic activity and tax base, including, but not limited to, residential, commercial (e.g. retail, restaurant, hotel), office, and recreational uses.

The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.

- E. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District Number Five (“TID 5” or the “TID”), which may provide part of the financing for certain costs of the Project. The RDA and City request that the Joint Review Board (JRB) create a new conservation and rehabilitation or blight Tax Increment District (“TID 22” therein replacing references to the “TID”), effective January 1, 2019, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.
- F. RDA has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to all costs of the Public and/or Private Improvements, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; and construction of new buildings and infrastructure, which will constitute Qualified Expenditures for which TIF assistance may be afforded RDA.
- G. The City and RDA desire for RDA to perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- H. In order to induce RDA to undertake the Project, such that the Project will build new structures using the latest codes, remove attractive nuisances and other problem properties, invest in neighborhoods with high complaint and/or police call volumes, remediate environmental contamination from the parcel and/or structures, enhance the physical (soil, water, air) landscape, encourage human-powered movement, interact positively with adjacent properties, the neighborhood, and community, strengthen and/or expand pedestrian, bicycle, and transit transportation networks, create and/or enhance public spaces and amenities, remove blighted and neglected structures, expand our range of residential and commercial real estate products, and the public will generally benefit, the City has agreed to provide

assistance to RDA as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City and RDA, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements on the Property, as defined in this Agreement, as of January 1 of any calendar year.

- C. "Available TID Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of properties in the TID above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available TID Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created.
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Future Project" means any Private Improvements that will be constructed in the future, not specifically detailed in this Agreement.
- H. "Plans and Specifications" means the plans and specifications developed for the Project.
- I. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as RDA, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- J. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- K. "Project" means the Project as defined in the Recitals.
- L. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- M. "Qualified Expenditures" means all costs of the Public and/or Private Improvements, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; and construction of new buildings and infrastructure.
- N. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.

- O. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- P. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- Q. "TID" means Tax Increment District Number Twenty-Two ("TID 22" or the "TID"), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 22 in 2019; TID 22 terminates in 2046.
- R. "TIF" means Tax Increment Financing relating to the TID.

III. FINANCING

A. Budget. The total cost of the Project is expected to be ~~seventeen~~ twenty four million dollars (\$~~17~~24,000,000.00), exclusive of the Neighborhood Investment funds described in Section D. ~~35.~~ of the Recitals.

~~B. Uses. The funds shall be exclusively used to complete improvements described in Section D. 1., and D. 2., D 3., and D. 4. of the Recitals. Approximately one million, one hundred sixty thousand, three hundred dollars (\$1,160,300.00) shall be used to acquire real property not currently owned by the RDA and/or City, including:~~

~~B. One hundred and forty five thousand dollars (\$145,000.00) to acquire 525 S. Broadway, 531 S. Broadway, and 613 S. Broadway (Tax Parcels 2-76, 2-77, and 2-109) (acquired in April 2017 with neighborhood enhancement funds); and~~

~~B. Three hundred dollars (\$300.00) to acquire S. Broadway (Tax Parcel 2-107) (acquired in May 2017 with neighborhood enhancement funds); and~~

~~B. Twenty thousand dollars (\$20,000.00) to acquire 401 S. Broadway (Tax Parcel 3-568); and~~

~~B. Nine hundred ninety five thousand dollars (\$995,000.00) to acquire 419 S. Maple, 420 S. Broadway, and 402 S. Broadway (Tax Parcels 2-947, 3-569, and 3-572).~~

C. Sources.

1. Project Grant. The RDA and/or City shall contribute no more than ~~twelve sixteen million one hundred fifty thousand six hundred thirty thousand dollars (\$12,150,16,630,000.00)~~ in TIF funds as a Project Grant towards the Project without Council Action. The Project Grant may be made in phases in order to reduce the total debt burden incurred by the City and/or reduce the amount of interest incurred.

2. Other Grants.

a) EPA Brownfields Cleanup Grants. The RDA shall contribute five hundred thousand dollars (\$500,000.00) in Brownfield Cleanup grant funds secured from the US EPA to remediate contaminated soils on Tax Parcels 2-78, 2-551, and 3-556.

- b) WEDC Brownfields Grants. The City shall contribute one million dollars (\$1,000,000.00) in Brownfields grant funds secured from the WEDC to remediate contaminated soils on Tax Parcels 2-78, 2-551, 3-556 and 3-554-A.
- c) NRDA Grants. The City shall contribute three hundred four thousand, five hundred dollars (\$304,500.00) in Natural Resource Damage Assessment Grant funds secured from US Fish & Wildlife Service to provide wildlife habitat improvements and a fishing pier in the Fox River adjacent to Tax Parcels 2-78, 2-551, 3-556 and 3-554-A.
- d) EPA GLRI Grant. ~~If awarded, the~~ The City shall contribute five hundred sixty-five thousand, three hundred dollars (\$565,300.00) in Great Lakes Restoration Initiative Grant funds secured from the US EPA to construct stormwater infrastructure on Tax Parcels 2-78, 2-551, 3-556 and 3-554-A.
- ~~d)e)~~ NPS Outdoor Recreation Legacy Partnership Grant. The City shall contribute five million dollars (\$5,000,000.00) in Outdoor Recreation Legacy Partnership grant funds secured from the United States National Parks Service and Wisconsin Department of Natural Resources for Phase II improvements described in Section D.I.b of the Recitals.

- 3. Other Grants and Credits. The RDA and/or City, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the RDA and City make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

D. Revenues. The RDA intends to pay the debt service on the Project Grant from the following sources:

- 1. Available TID Increment. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District Number Twenty Two (“TID 22” or the “TID”), which may provide part of the financing for certain costs of the Project. New development in the TID will generate incremental taxes, which shall be used to repay debt service on the Project Grant. The City shall take no action to dissolve the TID before debt service payments on the Project Grant are satisfied, subject to the provisions of this Agreement.
- 2. Other Sources. RDA and/or the City shall be permitted to enter into separate agreements with other parties, including, but not limited to user fees, tenant leases, naming rights, private contributions, sponsorships, grants, or any combination of the same or other source, which rights shall have been absolutely assigned to the RDA and/or City.
- 3. General Obligation. Should the Available TID Increment be insufficient to cover the debt service on the Project Grant before the termination of this Agreement or the termination of the TID, the City’s obligation to make debt service payments on the Project Grant may be considered a general obligation of the City, and the full faith and credit and the taxing powers of the City may be pledged to the payment of such amounts. Amounts due hereunder may count against the City’s constitutional debt limitation, and taxes may be levied for its payment or pledged to its payment should the Available TID Tax Increment be insufficient to make such debt service payments.

IV. OBLIGATIONS OF RDA

- A. Concept Plan. RDA shall approve the Concept Plan, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement. The Concept Plan shall clearly identify the location of the improvements as defined in Section D. of the Recitals.
- B. Construction Documents. Prior to commencement of construction of any Phase of the Project, RDA shall approve site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts.
- C. Development Budget. RDA shall approve a Development Budget, prepared in accordance with general principles for construction and development budgeting.
- D. Compliance with Planning; Zoning; Permits and Use. RDA will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above.
- E. Acquisition of Property. RDA shall have closed on the purchase and shall have obtained all of the necessary rights of way required for the Project for all parcels within the Property. The Property and rights of way shall be owned in the name of the RDA or City.
- F. Termination or Relocation of Easements. RDA shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- G. Certified Survey Map. RDA shall cause a certified survey map to be prepared, approved by the City and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- H. Improvement of Property. RDA shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. RDA shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- I. Maintenance and Repair. RDA shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- J. Transfer or Sale of Project Property. If RDA intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, RDA shall notify the City in writing thirty (30) days prior to the anticipated transfer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property.
- K. Easements. RDA shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. RDA shall cause existing easements to be relocated or terminated to accommodate the Project.

L. Environmental.

- I. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, RDA shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. RDA shall provide the City with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
2. Hazardous Materials Defined. As used herein, the term “Hazardous Materials” means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as “hazardous wastes,” “hazardous substances,” “toxic substances,” “pollutants,” “contaminants,” “radioactive materials,” or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, “Environmental Laws”); and
 - b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
3. Survival. The provisions of this Section shall survive the conveyance to RDA of any City Property.

M. Insurance. Before commencement of construction activities on the Property, RDA shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, which RDA is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City as additional insured parties:

- I. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer’s liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident - \$100,000.00 per accident;
 - b) Bodily Injury by Disease - \$100,000.00 per employee; and
 - c) \$500,000.00 policy limit.

2. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect RDA and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by RDA, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit - \$2,000,000.00; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000.00;
 - b) Bodily Injury and Property Damage - \$2,000,000.00 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000.00 per occurrence; and
 - d) Medical Expense Limit - \$10,000.00 per person.
3. Comprehensive Automobile Liability and Property Damage. Coverage shall protect RDA and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury - \$250,000.00 per person; and
 - b) \$1,000,000.00 per occurrence; and Property Damage - \$250,000.00 per occurrence.
4. Umbrella Coverage. Coverage shall protect RDA and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000.00 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. M. 1. to IV. M. 3. above.
5. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, RDA shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve RDA of its obligation to perform under this Agreement and, in the event of loss, RDA shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
6. Fire and Casualty Insurance. RDA shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the RDA shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

N. Other.

1. Coal Trucks. RDA shall make a good faith effort to execute an Agreement with the property owners of 115 W. Mason St. (Parcel 2-950), 901-1011 S. Broadway (Parcel 2-958-A), and/or 1101 State Street (Parcel 1-1370) to relocate the primary means of ingress and egress from W. Mason St. to either S. Broadway, Sixth (6th) Street, or State Street. The RDA will also pursue potential acquisition of 115 W. Mason St. as part of the City and Brown County's plans to relocate C. Reiss Company's business to 1530 Bylsby Avenue (Tax Parcel 6-11).

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF PARTIES

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

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall have authorized the City to enter into this Agreement and authorized the person(s) signing this Agreement to execute and deliver it to RDA and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to RDA.
- C. Funding Source. The City shall have identified and approved a funding source in an amount greater than or equal to the Project Grant.
- D. Feasibility. This Agreement is contingent in on the RDA obtaining design and concept plans which demonstrate that the Project is capable of being completed within the amount identified in the Project Grant. The City and/or RDA may fund and obtain the necessary design and concept plans without waiving the contingency provided for by this provision, and which design and concept plans shall be eligible for reimbursement by the Project Grant once the contingency is satisfied.

VI. REPRESENTATIONS, WARRANTIES, AND COVENANTS

RDA represents and warrants to the City as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and are true and correct and there has been no material change in any of the same.
- B. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations, and ordinances.
- C. Payment. RDA shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. RDA shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by RDA posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. RDA shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. RDA will pay all taxes and assessments levied against the Property when and as the same become due.
- D. Certification of Facts. No statement of fact by RDA contained in this Agreement and no statement of fact furnished or to be furnished by RDA to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- E. No Litigation. There is no litigation or proceeding pending or threatened against or affecting RDA or the Property that would adversely affect the Project, RDA or the priority or enforceability of this Agreement, the ability of RDA to complete the Project or the ability of RDA to perform its obligations under this Agreement.

- F. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and RDA is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which RDA is a party or an obligor.
- G. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. RDA will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- H. Fees or Commissions. The City shall not be liable for any broker fees or commissions incurred by RDA in connection with the Property or any transactions contemplated by this Agreement.

VII. DEFAULT

- A. Default. Either party shall have all rights and remedies available under law or equity with respect to any failure of the other party to perform their obligations under this Agreement, but only after providing the defaulting party with notice of such default and a failure by the defaulting party to commence attempts to cure such default within the thirty (30)-day notice period. If the defaulting party commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default, the non-defaulting party may in its discretion:
 - 1. Termination. Terminate this Agreement;
 - 2. Specific Performance. Sue for specific performance;
 - 3. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity.
- C. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- D. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- E. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

VIII. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement;
 6. The contingencies set forth in Section V cannot be satisfied as determined in the sole discretion of the party obligated to satisfy the contingency.
- B. Survival of Certain Provisions. Sections IV. D., IV. F., IV. J., IV. K., IV. L., VI. B., VI. C., VI. D., VI. G., VI. H., VII. B., VII. C., VII. D., VII. E., IX. B., IX. C., IX. F., X. I., IX. L., IX. N., IX. O., and IX. Q. shall survive the termination of this Agreement.

IX. MISCELLANEOUS PROVISIONS

- A. Assignment. Nothing herein shall prohibit the RDA from creating a limited liability company (LLC), incorporated in the State of Wisconsin, which shall be completely owned and controlled by the RDA, for the sole purpose of owning and operating the Stadium and other Improvements at 100 W. Mason St. (Parcel 2-78), to which the RDA may assign its rights, for which RDA shall not be required to provide written notice to the City, and shall not be required to obtain consent of the City of such actions. RDA may not otherwise assign its rights under this Agreement without the express prior written consent of the City, until the obligations of the RDA under Section IV hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by RDA only upon the prior, written consent of the City, which shall not be unreasonably withheld.
- B. Nondiscrimination. In the performance of work under this Agreement, neither party shall discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and no party shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement.
- E. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or

prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

- F. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- G. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- H. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
 Attn: City Clerk
 100 North Jefferson Street
 Green Bay, WI 54301

To RDA: Redevelopment Authority of the City of Green Bay
 Attention: Executive Director
 100 North Jefferson Street, Room 608
 Green Bay, WI 54301

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

- I. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- J. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- K. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- L. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.

- M. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, RDA shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- N. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- O. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- P. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- Q. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

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

By: James Schmitt, Mayor

page 16 of 22

Signature page 2 of 2

THE CITY OF GREEN BAY and THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY.

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY**

By: _____
Gary Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____, 2018, the above named _____ and _____, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

EXHIBIT A

Legal Description

~~515 S Broadway — Tax Parcel 2-70~~

~~Lot One (1), according to the recorded Plat of J. L. Jorgensen's Addition, in the City of Green Bay, West side of the Fox River, Brown County, Wisconsin.~~

~~Also:~~

~~Part of the surveyed part of Private Claim No. Two (2), West side of the Fox River, City of Green Bay, Brown County, Wisconsin described as follows:~~

~~Commencing at the intersection of the North line of said surveyed part of Private Claim No. 2, with the Westerly right of way line of the (former) C&NW Railroad Company, said point being 10 feet Westerly from the centerline of said Railroad Company's main line tract measured at right angles thereto; thence S 24 degrees 40' 41" W along said Westerly right of way line 162.57 feet to the point of beginning; thence continuing S 24 degrees 40' 41" W along said Westerly right of way line 11.00 feet to the NE corner of Lot 1 of J. L. Jorgensen's Addition; thence N 58 degrees 34' 54" W along the North line of said Lot 1, 117.10 feet to the NW corner of Lot 1, and the Easterly line of South Broadway Street; thence Easterly to the point of beginning on the Westerly right of way line.~~

~~517 S Broadway — Tax Parcel 2-71~~

~~Lot two (2), according to the recorded Plat of Jorgensen's Addition, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, subject to easement described in Volume 23 miscellaneous records, page 516, Brown County Records and as amended by Volume 228 Deeds, Page 627.~~

~~525 S Broadway — Tax Parcel 2-76~~

~~Lot Seven (7), according to the recorded plat of J. L. Jorgensen's Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin; AND Easement for the benefit of Parcel 1 created by an instrument granted by Spencer Enterprises, Inc. to William R. Jauquet and James C. Schantz dated October 9, 1975 and recorded in the office of the Register of Deeds for Brown County, Wisconsin on October 14, 1975, at 2:00 P.M., Jacket 90 records, Image 29, as Document No. 819319 for one parking space and right of ingress and egress from South Broadway to said parking space located on Lot Six (6), according to the recorded Plat of Jorgensen's Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.~~

~~531 S Broadway — Tax Parcel 2-77~~

~~Lots Eight (8) and Nine (9), according to the recorded Plat of J. L. Jorgensen's Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin AND that part of Private Claim No. 2, West side of Fox River, as described in Volume 316 Deeds, Page 607 and in Volume 361 Deeds, Page 622 and part of Lots Eleven (11) and Twelve (12), Block B, according to the recorded plat of Tank's First Addition, in the City of Green Bay, West side of Fox River, as described in Volume 361 Deeds, Page 621 and 622, Brown County Records EXCEPTING THEREFROM that part thereof, as described in Volume 972 Records, Page 556.~~

~~100 W Mason Street — Tax Parcel 2-78~~

~~Lot 1, Volume 27, Certified Survey Map, Page 247 (Map Number 4363), said map being part of Private Claim 2 West and Lots 1, 2, 3 and 4, M. Seller's Addition to Tank's First Addition, according to the recorded Plat thereof, and Mason Street, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.~~

~~S Broadway—Tax Parcel 2-107~~

~~That part of Lot Twelve (12), Block "B", lying West of the West line of the railroad right of way, according to the recorded Plat of C.L.A. Tank's First Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.~~

~~613 S Broadway—Tax Parcel 2-109~~

~~That part of Lot Eleven (11) and the Northerly 8.0 feet of Lot Ten (10), Block B, according to the recorded Plat of Tank's First Addition, in the City of Green Bay, West side Fox River, Brown County, Wisconsin, lying Westerly of Railroad right of way.~~

~~S Pearl Street—Tax Parcel 2-945~~

~~That part of the surveyed part of Private Claim No. 2 West side of Fox River, described as follows: Commencing at a point in the West government dock line of Fox River where the same is intersected by the North line of the surveyed part of Private Claim No. 2 West; thence South $12^{\circ} 35' 14''$ West 108.41 feet; thence North $64^{\circ} 6' 21''$ West 650.11 feet to the West line of Pearl Street produced Southerly; thence North $24^{\circ} 42' 39''$ East along the West line of Pearl Street, produced 105.52 feet to the North line of the surveyed part of Private Claim No. 2 West; thence South $64^{\circ} 6' 21''$ East along the North line of the surveyed part of Private Claim No. 2 West 627.34 feet to the place of beginning, EXCEPT the part thereof described in Volume 196 of Deeds, Page 294 and EXCEPT the part thereof that lies West of the center line of Pearl Street produced Southerly.~~

~~505 S Broadway—Tax Parcel 2-946~~

~~Unsurveyed prt of PC 2 WSFR prt of PC 2 des in 173 D 180 & prt of Lot 1 Blk 5 Arndts 1st Add ex prt sold Electrical Serv Corp & ex 251 D 449 & 253 D 269 BCR~~

~~511-513 S Broadway—Tax Parcel 2-949-A~~

~~Those parts of the surveyed part of private claim no. two (2) West side of Fox River, Green Bay, Wisconsin and lot number one (1) of J.L. Jorgensen's addition to the City of Green Bay, as described as follows:~~

~~Commencing at the intersection of the North line of said surveyed part of private claim no. 2, with the Westerly right-of-way of the (former) C&NW RY Co., said point being ten feet (10) Westerly from the center line of said RY. Co's main track, measured at right angles thereof; thence South 24 Deg. 40'41" West along said right-of-way line 173.57 feet to the Northeast corner of said lot number 1 of J.L. Jorgensen's addition; thence North 58 Deg. 34'54" West along the North line of said lot number 1, 117.10 feet to the Northwest corner of said lot 1, and the Easterly line of South Broadway, the point of beginning, said point also the point of a tangent curve; thence Northerly on a curve whose center lies to the West whose radius is 688.16 feet and along the West line of South Broadway Street in Green Bay, Wisconsin, a distance of 54 feet; thence Easterly 118 feet more or less to a point in the aforesaid Westerly right-of-way line of the C&NW RY. Co 108.67 feet Southerly from the point of commencement; thence South 24 Deg. 40'41" West along said right-of-way line 54 feet; thence Westerly to the point of beginning, the foregoing being a parcel of land bounded on the West by the Easterly line of South Broadway and on the East by the Western right-of-way line of C&NW RY. Co.~~

~~Together with and subject to easements and reservations as set out in 315 Deeds, Page 308 and 678 Brown Co. records, page 218, and further subject to easement to Wisconsin Public Service Corp. and easement to Northern Hydro-Electric Power Co. as recorded in Vol. 114 of Mortgages, page 49 & 50 Brown County records.~~

239 Arndt Street – Tax Parcel 3-551

Block 1, Arndt's Addition to Fort Howard, now part of the City of Green Bay and that part of the unsurveyed part of Private Claim No. 2, West side of Fox River, in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at a point where the Northerly line of the surveyed part of Private Claim No. 2 West intersects the Westerly line of Pearl Street extended which point is located 248.3 feet Southerly along said Westerly line of Pearl Street from the Southerly line of Arndt Street; thence North 24° 42' 39" East along the Westerly line of Pearl Street extended 248.3 feet to the Northeast corner of Block 5, Arndt's First Addition to Fort Howard; thence South 64° 6' 21" East along the Southerly line of Arndt Street 573.01 feet more or less to the West government dock line Fox River; thence South 12° 35' 14" West along said government dock line 255.1 feet to the Northerly line of the surveyed part of said Private Claim No. 2 West; thence North 64° 6' 21" West along said Northerly line of the surveyed part of Private Claim No. 2 West 627.34 feet to the point of beginning; EXCEPT that part thereof that lies West of the center line of Pearl Street produced Southerly.

Lots 1 and 2, including the East ½ of Water Street vacated, Block 2, Arndt's Addition to Fort Howard now a part of the City of Green Bay.

Lot 3, Block 2 Arndt's Addition to Fort Howard now a part of the City of Green Bay, except the part thereof described in Volume 241 Deeds, page 234.

The vacated portion of Arndt Street extending Easterly from the Easterly line of Water Street (vacated) to the Fox River.

EXCEPTING THEREFROM:

- (a) The 20 foot main line right of way of the (former) C&NW RR Co., described at 4 Deeds 462.
- (b) The side track easement of the (former) C&NW RR Co., described at 90 Deeds 167

101 Bridge Street – Tax Parcel 3-554-A

That part of Lot Five (5), Block Two (2), according to the recorded Plat of Arndt's First Addition to the City of Fort Howard, now a part of the City of Green Bay, West side of Fox River, Brown County, Wisconsin, bounded on the West by a line 280 feet Easterly from and parallel to the Easterly line of Pearl Street and bounded on the East by the channel bank of Fox River, on the North by the Southerly line of Bridge Street, and on the South by the Southerly line of said Lot 5, Block 2, Arndt's First Addition.

119 Bridge Street – Tax Parcel 3-556

Part of Lots 3, 4 and 5, Block 2, Arndt's First Addition to Fort Howard, in the City of Green Bay, Brown County, Wisconsin, described as follows:

All that part of Lot 3, Block 2, lying Westerly of the West line of the premises conveyed to Fort Howard Paper Company as described in Jacket 38 Image 34, also the East 5 feet of vacated Water Street lying between the North and South lines of said Lot 3, Block 2, extended Westerly.
All that part of Lot 4 Block 2, lying between the East line of vacated Water Street and the Channel Bank of Fox River.

The Westerly 120 feet of Lot 5, Block 2; the easterly 5 feet of vacated Water Street lying between the North line of the aforesaid Lot 5 and the South line of the aforesaid Lot 4, Block 2 extended westerly.

401 S Broadway—Tax Parcel 3-568

~~Part of Block One (1), and all of Block Five (5) of Arndt's First Addition, also part of the unsurveyed part of Private Claim 2, West side of Fox River, all in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:~~

~~Beginning at the Northwest Corner of Block 5, Arndt's First Addition; thence South 64° 12' 32" East, 211.59 feet along the north lines of Block 5 and Block 1, Arndt's First Addition, also being the southerly right-of-way of Arndt Street, to the westerly right-of-way line of the (former) Chicago and Northwestern Railroad as described in Volume 4 Deeds, page 462, Brown County Records; thence South 24° 51' 53" West 232.73 feet along said right-of-way to the north line of Volume 173, Deeds, page 180, Brown County Records; thence North 63° 56' 38" West, 141.10 feet along said north line to the easterly right-of-way line of Broadway, also being the westerly line of said Block 5; thence North 8° 02' 44" East, 243.64 feet along the easterly right-of-way line and said west line to the point of beginning, subject to easements of record. EXCEPTING therefrom that part of Block One (1) and Block Five (5), Arndt's First Addition as described in Brown County Document Number 1468994 recorded in Jacket 25638 as Image 22, Brown County Records.~~

S Broadway—Tax Parcel 3-568-1

~~That part of Block 1, Arndt's First Addition, that part of Lots 1, 2, and 3, Block 5, Arndt's First Addition, and that part of the unsurveyed part of Private Claim 2, West Side of the Fox River, all located in the City of Green Bay, Brown County, Wisconsin described as follows:~~

~~Commencing at the northwest corner of said Block 1, Arndt's First Addition; thence S64° 23' 16"E, 22.44 feet along the north line of said Block 1, also being the southerly right-of-way line of Arndt Street to the point of beginning; thence continuing S64° 23' 16"E, 8.44 feet along said north line of Block 1 to the westerly right-of-way line of the (former) Wisconsin Central Ltd. Railroad as described in Volume 4 of Deeds, Page 462 Brown County Records; thence S24° 41' 10"W 232.73 feet along said westerly right-of-way line to the northerly line of the property described in Volume 173 of Deeds, Page 180 Brown County Records; thence N64° 07' 24"W, 141.10 feet along said northerly line of Volume 173 of Deeds, Page 180 to the easterly right-of-way line of Broadway; thence N07° 52' 01"E, 22.64 feet along said easterly right-of-way line of Broadway; thence N75° 46' 39"E, 6.66 feet; thence along the arc of a 399.26 foot radius curve to the left 248.11 feet, said curve having a chord which bears N57° 58' 29"E, 244.14 feet to the point of beginning.~~

419 S Maple—Tax Parcel 2-947

~~PRT OF SURVEYED & PRT OF UNSURVEYED PRT OF PC2 WSFR & PRT OF VACANT STRIP & PRT OF BLK 1 NIELS HANSEN & PRT OF LOTS 6,7,8,9 & 10 BLK 1 & PRT OF LOTS 4 & 5 BLK A M SELLERS ADDN ALL DESC IN 2ND PCL IN 696 R 257 & IN 1932963 & IN 2145539~~

420 S Broadway—Tax Parcel 3-569

~~ARNDTS ADDN LOTS 1,2,3 & WLY 56 FT OF LOT 4 & E 63 FT OF LOTS 5 & 6 BLK 6 ALSO PRT OF UNSURVEYED PRT OF PC 2 WSFR DESC IN 71 MR 198 & 95 D 234 & 229 D 88 & 276 D 363 & 353 D 435 & 361 D 96 & 696 R 257 & 75J161 40 & 75J174 1 & PRT VAC ALLEY~~

402 S Broadway—Tax Parcel 3-572

~~ARNDTS ADDN LOT 4 EX WLY 56 FT BLK 6~~

EXHIBIT B Preliminary Concept Plan

Phase 1

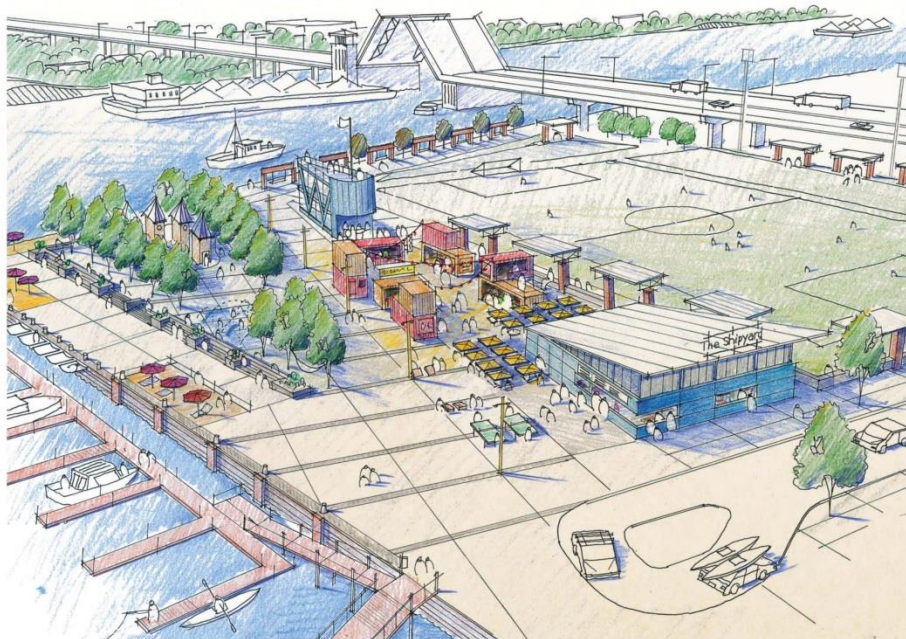


The Shipyard
Green Bay, Wisconsin

May 7, 2018

CUNINGHAM
GROUP

Phase 1



The Shipyard
Green Bay, Wisconsin

May 7, 2018

CUNINGHAM
GROUP



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # M.4

To accept an Outdoor Recreation Legacy Partnership Grant through U.S. National Parks Service and Wisconsin Department of Natural Resources for \$5,000,000.

BACKGROUND

The U.S. National Parks Service and Wisconsin Department of Natural Resources have awarded the City of Green Bay a \$5,000,000 grant through the Outdoor Recreation Legacy Partnership program. Grant funds will be used to complete Phase 2 of the Shipyard project, located at 100 W. Mason Street. Specific improvements for Phase 2 includes the construction of a great lawn for recreation and events, a dog park, urban beach, adventure playground, restroom and locker facility, stormwater infrastructure, interpretive signs, play fountain, fitness court/outdoor gym and park amenities.

The grant requires a 50% cost-share of total project costs to be funded by non-federal sources. The City's contribution may be fully secured with TID #22 funds authorized by the Shipyard Development Agreement 18-02, Second Amendment. City staff will seek additional non-federal grants that may be applied to the cost-share to limit the City's total contribution.

RECOMMENDATION

Approval to accept an Outdoor Recreation Legacy Partnership Grant through U.S. National Parks Service and Wisconsin Department of Natural Resources for \$5,000,000.

FISCAL IMPACT

Acceptance of the grant will reduce the City's costs for Phase 2 Shipyard improvements by \$5,000,000. The grant requires a 50% non-federal cost share (\$5,000,000) for total project costs (\$10,000,000). The City's contribution may be fully secured with TID #22 funds authorized by the Shipyard Development Agreement 18-02, Second Amendment. City staff will seek additional non-federal grants that may be applied to the cost-share to limit the City's total contribution.

ATTACHMENTS

1. Grant Tracking Form-ORLP Shipyard
2. Green Bay Shipyard ORLP contract



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

([emailto:PamelaMa@greenbaywi.gov](mailto:PamelaMa@greenbaywi.gov))

APPLICANT DEPARTMENT: DCED

DATE: 3/8/2024

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Matt Buchanan/Deputy Development Director

APPROPRIATE COMMITTEE: RDA, and/or Finance and/or Parks

NAME OF GRANT/FUNDING SOURCE: Outdoor Recreation Legacy Partnership (ORLP)/U.S. National Parks Service administered by Wisconsin Dept. of Natural Resources

AMOUNT OF GRANT REQUEST: \$5,000,000

LOCAL MATCH REQUIREMENT: \$5,000,000

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

TIMEFRAME OF GRANT: 10/1/2023 through 10/30/2026

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

PURPOSE OF GRANT (summary): Grant will fund Phase 2 of the multi-phased Shipyard Project. The Shipyard will be a prominent destination within the upper Midwest. Once a center for rail and water transport of raw materials, the now vacated brownfield is being dramatically transformed into a destination of recreation, tourism, business, and housing. Specific improvements for Phase 2 includes the construction of a great lawn for recreating and events, a dog park, urban beach, adventure playground, restroom and locker facility, stormwater infrastructure, interpretive signs, play fountain, fitness court/outdoor gym and park amenities.

How does the grant meet City/Department needs? The grant will allow the City to complete Phase 2 of the Shipyard project, which is located on an RDA-owned brownfield site at 100 W. Mason Street. The project provides new public recreational amenities on the Fox River, and will generate millions of dollars in additional private investment through the redevelopment of blighted properties within Tax Increment District (TID) #22.

What are the personnel requirements (include both existing and new staff) of the grant? Personnel from the City's Parks Department and DCED will manage the grant project. The City's Parks Planner and Deputy Development Director will serve as the primary contacts. All grant activities will be conducted under the direction of the Development Director and Parks Director. The following staff will have minor supporting roles to assist with grant management: Real Estate Specialist, Finance Director, and the Assistant Finance Director.

DEPARTMENT HEAD SIGNATURE: _____

PART #2: Request to Accept Grant Funds

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

AMOUNT OF GRANT AWARD: \$500,000

CFDA/STATE ID #: TBD

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

FC = Finance Committee



GRANT TRACKING FORM

LOCAL MATCH REQUIREMENT: \$500,000

Please describe the source of match, if applicable: TID #22 and/or other non-federal grants to be secured

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

Please describe what the grant money will be spent on: Grant funds will be spent on engineering, planning, and construction of a great lawn for recreating and events, a dog park, urban beach, adventure playground, restroom and locker facility, stormwater infrastructure, interpretive signs, play fountain, fitness court/outdoor gym and park amenities. Please see attached contract and budget for more detailed information.

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

FC = Finance Committee

This document drafted by:
State of Wisconsin
Department of Natural Resources
P.O. Box 7921
Madison WI 53707-7921

OUTDOOR RECREATION AIDS
GRANT CONTRACT
Form 8700-065c (8/12)

Notice	
Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].	
Sponsor/Subrecipient: City of Green Bay	Project Number: 55-01947
Project Title: City of Green Bay – Shipyard Development Project Phase 2	
Program Name: Land and Water Conservation Fund Aids	
Payment Period: <i>(Period during which grant funds will be encumbered and available for payment to the Sponsor under this Outdoor Recreation Aids Grant Contract, hereinafter referred to as the "Contract".)</i> October 1, 2023 through September 30, 2026	
Project Scope: The City of Green Bay will use funding to aid with Phase 2 of the City of Green Bay's multi-phased Shipyard Project. Specific development for Phase 2 includes the construction of a great lawn for recreating and events, a dog park, urban beach, adventure playground, restroom and locker facility, stormwater infrastructure, interpretive signs, play fountain, fitness court/outdoor gym and park amenities.	

Name and Return Address Mayor Eric Genrich City of Green Bay 100 N. Jefferson St. Green Bay, WI 54301
Parcel Identification Number (PIN)

Legal Description (hereinafter referred to as Property):

All obligations, terms, conditions and restrictions imposed by this Contract shall be deemed to be covenants and restrictions running with the Property, shall be limited to the use and development of the Property from the date of this Contract, and shall bind the parties hereto and their respective personal representative, successors, and assigns, in perpetuity. The rights herein conveyed are subject to the interests of the State of Wisconsin and U.S. Department of the Interior under Chapter NR 50 of the Wisconsin Administrative Code.

By acceptance of this Contract the Sponsor, for itself, its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign, mortgage or otherwise encumber the Property or convert it to uses or purposes inconsistent with the Land and Water Conservation Program and this Contract without the prior written approval of the Wisconsin Department of Natural Resources and U.S. Department of Interior.

Project Financial Assistance Summary		The following documents are hereby incorporated Into and made part of this Contract:
Total Project Cost	\$10,000,355	1. Chapter 23, Wis. Stats. 2. Chapter NR 50, Wisconsin Administrative Code 3. Grant Application, attachments, and addendums 4. Land and Water Conservation Fund Grant Agreement P23AP02267-00/55-01944 (See Attachment A)
Cost-Share Percentage	Up to 50%	
State Aid Amount	\$5,000,000	
Project Sponsor Share	\$5,000,355	

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this Contract in accordance with the Land and Water Conservation Fund Aids Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this Contract.
2. This Contract, together with any referenced parts and attachments, shall constitute the entire Contract and previous communications, understandings, representations or contracts pertaining to the subject matter of this Contract are superseded. Any revisions, including cost adjustments, shall be made by a written amendment to this Contract, signed by both parties prior to the termination date of the Contract. Time extensions and scope changes to the Contract may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the Sponsor to comply with the terms of this Contract may not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was not the fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Contract, at the Department's discretion.

The Project Sponsor:

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Contract, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 50, Wis. Adm. Code, as well as comply with all applicable federal, local and state contract and bidding requirements. The Sponsor should consult its legal counsel with questions concerning Contracts and bidding.
5. May decline the offer of financial assistance provided through this Contract, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this Contract may be rescinded, modified, or amended only by mutual written agreement of the parties.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, from and against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this Contract or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this Contract or project proposal as described or fails to provide public benefits as indicated in the project application, proposal description or this Contract. In addition, should the Sponsor fail to comply with the conditions of this Contract, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this Contract may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this Contract, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the nondiscrimination clause.
9. Agrees not to discriminate against any person in the use and enjoyment of the property on the basis of age, race, creed, color, handicap, marital status, conviction record, arrest record, sex, national origin, ancestry, sexual orientation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state.
10. Agrees that reasonable entrance, service or user's fees may be charged and retained by the Sponsor to defray operation and maintenance costs subject to Department review and approval. If such fees do not exceed the fees charged for daily entrance to state parks, Department fee approval is not required.
11. Agrees that income accruing to the Property shall be used to further the objectives of the project as stated in this Contract or to further the objectives of another Stewardship project. However, if the Property is entered into the County Forest Law Program, income derived from that program shall be distributed according to s. 28.11 Wis. Stats.
12. Shall maintain financial and accounting records for the grant in accordance with generally accepted accounting principles and practices. These records may be reviewed by state officials.
13. Shall display a sign at the property acknowledging funding through the National Park Service, Land and Water Conservation Fund Program and Wisconsin Department of Natural Resources.
14. This project is using Federal funds or is using state funds that the DNR is using as match to a Federal grant. As a result, you are required to complete DNR Form 9300-230 <http://dnr.wi.gov/files/PDF/forms/9300/9300-230.pdf>, titled Grant Partner Financial Data Report, and submit the completed form to the DNR along with each reimbursement request that you submit.

The federal funds for this project are part of a Land and Water Conservation Fund grant, Federal grant number **P23AP01497-00/55-01947**, CFDA # 15.916, awarded to Department of Natural Resources and administered by the National Park Service. As a subrecipient of these federal funds, the sponsor (UEI#UWD3UAHRHDV6) agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also referred to as "Uniform Guidance"). The sponsor agrees to have an audit in accordance with Uniform Guidance if they expend \$750,000 or more in federal awards during the fiscal year. **See Attachment A for all terms associated with these federal grant funds.**

15. Agrees to conduct self-inspections or support Department staff in completing 5-year inspections as required by the LWCF Program.

The Department:

16. Promises, in consideration of the covenants and Contracts made by the Sponsor, to obligate for the Sponsor the amount shown as "State Aid Amount" on page 1, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
17. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

- a. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the prior written approval of this Department.
- b. Total cost sharing provided through any combination of state and federal funds shall not exceed 100% of all eligible costs.
- c. All applicable permits, licenses and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction and the life of the project.
- d. Erosion control will be accomplished using the guidelines in the Wisconsin Construction Site Best Management Practice Handbook. Construction sites associated with land disturbing activities over one acre within 500 feet of a surface water body require an erosion control plan prepared by the Sponsor, to be submitted to the Department of Natural Resources for approval. Surface bodies include permanent flowing streams, ponds and lakes. Construction sites disturbing more than five acres of land require a permit for stormwater discharges from construction sites to be issued by the Department of Natural Resources.
- e. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground.
- f. Stormwater permits are required if grading >1 acre, and filling or grading in wetlands requires a Corps of Engineers and Department permits.
- g. Development plans must be submitted to the Department for approval prior to any construction.
- h. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
- i. If the project involves construction or renovation of parking facilities, the sponsor shall provide accessible parking that meets or exceeds requirements of the 2010 Americans with Disabilities Act Standards for Accessible Design, state requirements, or local requirements, whichever is most stringent. A minimum of one stall must be van accessible.
- j. Final structure construction plans must be approved and stamped for structural adequacy by a licensed professional engineer before construction begins. (if a structure)
- k. The Department of Safety and Professional Services (formerly Department of Commerce) must approve all sanitary facility plans before construction begins. (if restroom)
- l. Structural approval for all restroom or shelter buildings less than 25,000 cubic feet must be obtained from a licensed professional engineer before construction begins. Structural approval for all restroom or shelter buildings exceeding 25,000 cubic feet must be obtained from the Department of Safety and Professional Services (formerly Department of Commerce) before construction begins. (if either or restroom)

City of Green Bay – Shipyard Project
Landowner: City of Green Bay
LWCF Ref #: 55-01947

Brown County

Subject Property
Acres: 7.6 Acres

Signature of SLO/ASLO:

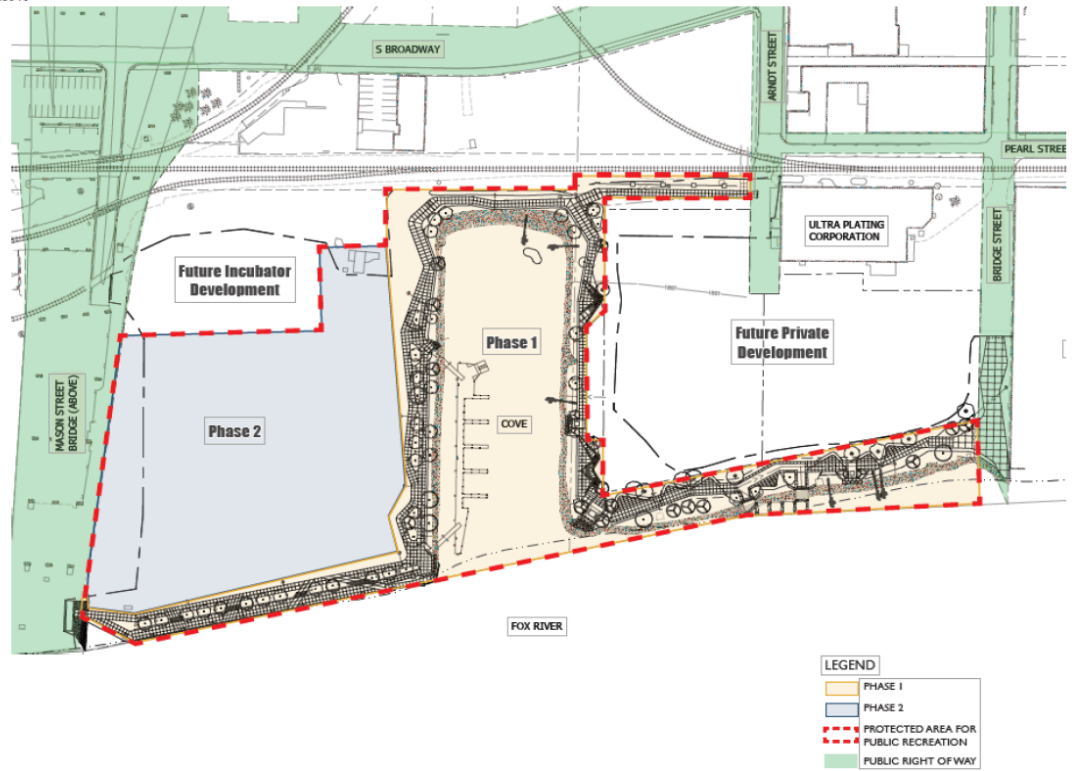
DocuSigned by:

Pam Rood

817C573B6950645D1



WISCONSIN DEPARTMENT OF NATURAL RESOURCES
Bureau of Facilities & Lands



The person(s) signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this Contract and bind his or her principal, either by a duly adopted resolution or otherwise.

CITY OF GREEN BAY

Signed this _____ day of _____, 20____.

BY _____
Signature of Sponsor Representative

Typed Name of Sponsor Representative

Personally came before me this _____ day of _____, 20____, the above named _____
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Typed or Printed Name of Notary Public
Notary Public, State of Wisconsin

My Commission expires _____
State of Wisconsin, _____ County

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

Signed this _____ day of _____, 20____.

BY _____
Terry Bay, Director Bureau of Facilities and Lands and
Wisconsin State Liaison Officer to National Park Service

Personally came before me this _____ day of _____, 20____, the above named _____
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Typed or Printed Name of Notary Public
Notary Public, State of Wisconsin

My commission expires _____
State of Wisconsin, _____ County

THIS INSTRUMENT WAS DRAFTED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # M.5

To approve Development Agreement 24-03 with GB Real Estate Investments LLC for the Southwest Woods development at 2405 W. Mason Street (Tax Parcel 6H-1109) and unaddressed Tax Parcels 6H-1109-2, 6H-1109-3, 6H-11089, and 6H-1091, subject to final review and approval by the City Attorney and Community & Economic Development Department.

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

BACKGROUND

A Developer, GB Real Estate Investments, LLC, intends to complete a two-phase Project. Phase 1 includes the construction of eight (8) attached single-family homes (townhomes), seven (7) single-family home lots, and public infrastructure to include the extension of Hinkle Street from W. Mason Street to Hobart Drive and the construction of Southwest Vie Court. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C. Phase 2 includes the construction of fourteen (14) additional single-family homes.

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

- build new structures with high-performance designs, systems, and finishes;
- create a significantly higher per acre property value than adjacent properties and the City average;
- be located in a place easy to reach on foot, bicycle, or transit; strengthen and/or expand non-motorized transportation networks;
- expand our range of real estate products;
- create and/or enhance unique public spaces, amenities, and art.

As of January 1, 2024, the Property has an aggregate assessed value of one million two hundred eighty thousand and two hundred dollars (\$1,280,200) which, based on the assessed tax rates in effect as of January 1, 2024, the Property yields approximately:

- Twenty-four thousand seven hundred sixty dollars (\$24,760.00) in total gross real estate taxes annually (assessed mill rate of \$19.34); and
- Nine thousand nine hundred forty-seven thousand dollars (\$9,947.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be at least eight million sixty-one thousand five hundred dollars (\$8,061,500.00), which is anticipated to yield additional real estate taxes of approximately:

- One hundred fifty-five thousand nine hundred and nine dollars (\$155,909.00) in total gross real estate taxes annually (assessed mill rate of \$19.34); and
- Sixty-two thousand six hundred thirty-seven dollars (\$62,637.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

The Developer requests Tax Increment Financing (TIF) assistance solely for the investment in new public infrastructure required to serve the planned private development. The Developer is committed to an annual shortfall guarantee, should the Tax Increment District (TID) not generate enough funds to cover the City's debt service for public infrastructure investments.

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new blight Tax Increment District ("TID 26" or the "TID"), effective January 1, 2024, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approval of Development Agreement 24-03 with GB Real Estate Investments LLC for the Southwest Woods development at 2405 W. Mason Street (Tax Parcel 6H-1109) and unaddressed Tax Parcels 6H-1109-2, 6H-1109-3, 6H-11089, and 6H-1091, subject to final review and approval by the City Attorney and Community & Economic Development Department.

FISCAL IMPACT

Staff is proposing a TIF incentive that involves up-front investments in public infrastructure. The Department of Public Works provided a preliminary estimate of \$1,925,000; however, actual costs will not be known until the project is fully engineered and bid for construction. The City would bond for the up-front public infrastructure costs, which would be repaid over the life of the TID through the increment generated by new private development. Should the City's annual debt service payment exceed funds available from TID increment, the Developer has committed to an annual shortfall guarantee.

No levy dollars will be used for this project.

ATTACHMENTS

- I. SW Woods DRAFT Development Agreement 2024-03 20240308



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 24-03
SOUTHWEST WOODS

This Development Agreement is made this _____ day of _____, 2024
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
And GB REAL ESTATE INVESTMENTS, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
6H-1109	2405 W. Mason Street	2.343	\$1,052,800
6H-1109-2	0 W. Mason Street	2.397	\$11,000
6H-1089	0 Ninth Street	16.577	\$125,700
6H-1091	0 Ninth Street	7.055	\$82,900
6H-1109-3	0 W. Mason Street	0.900	\$7,800

- B. The parcels listed above, along with any public property to be vacated, shall be referred to as the "Property." The Property comprises approximately twenty-nine (29) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a two phase Project. Phase 1 includes the construction of eight (8) attached single-family homes (townhomes), seven (7) single-family home lots, and public infrastructure to include the extension of Hinkle Street from W. Mason Street to Hobart Drive. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C. Phase 2 includes the construction of fourteen (14) additional single-family homes.
- D. As of January 1, 2024, the Property has an aggregate assessed value of **one million two hundred eighty thousand and two hundred dollars (\$1,280,200)** which based on the assessed tax rates in effect as of January 1, 2024, the Property yields approximately:
1. **Twenty-four thousand seven hundred sixty dollars (\$24,760.00)** in total gross real estate taxes annually (assessed mill rate of \$19.34); and
 2. **Nine thousand nine hundred forty-seven thousand dollars (\$9,947.00)** in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be at least eight million sixty one thousand five hundred dollars **(\$8,061,500.00)**, which is anticipated to yield additional real estate taxes of approximately:

1. One hundred fifty five thousand nine hundred and nine dollars (\$155,909.00) in total gross real estate taxes annually (assessed mill rate of \$19.34); and
2. Sixty two thousand six hundred thirty seven dollars (\$62,637.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new blight Tax Increment District (the “TID”) effective January 1, 2024, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; clearing of land; the construction of public works infrastructure; and design and engineering costs for the Project, which will constitute qualified expenditures for which TIF assistance may be afforded to the Developer.
- H. A Public Works Development Agreement between the City and Developer (“DPW Agreement”) detailing design and construction of the qualified expenditures in Section G above shall be executed by April 30, 2024. The DPW Agreement shall approve Developer to contract engineering services to design all improvements and submit to the City by June 1, 2024, with City approval granted no later than June 30, 2024. Review and City approval date of June 30, 2024 presumes that the design is up to City standards and does not require significant updates or redesign. City bidding and awarding are to occur thereafter to allow construction activities to begin as early as October 1, 2024, with the City responsible for oversight of Construction activities.
- I. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- J. In order to induce Developer to undertake the Project, such that the project remediates environmental contamination and/or enhances the physical landscape; encourages human-powered movement; interacts positively with adjacent properties and the neighborhood; expands our range of residential real estate products; builds new structures with high-performance designs, systems, and finishes; creates a significantly higher per acre property value than adjacent properties and the City average; generates property taxes greater than the cost of providing infrastructure and services; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

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

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be one million two hundred eighty thousand and two hundred dollars (\$1,280,200)
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.

- G. “Developer” means GB REAL ESTATE INVESTMENTS, LLC or any assignee of the same.
- H. “DPW Agreement” means the agreement between Developer and the City detailing design and construction of the qualified expenditures.
- I. “Future Project” means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- J. “Guaranteed Minimum” has the meaning set forth in [Section III.D.](#)
- K. “Payment in Lieu” has the meaning set forth in [Section III.D.](#)
- L. “Plans and Specifications” means the plans and specifications developed for the Project.
- M. “Preliminary Concept Plan” means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- N. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.
- O. “Project” means the Project as defined in the Recitals.
- P. “Public Art” means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches, decorative neighborhood signage, decorative lighting, or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- Q. “Public Improvements” means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 3. natural gas, electrical power, and other public utilities; and
 4. any related engineering, grading, erosion control, stormwater management and landscaping; and
 5. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- R. “Qualified Expenditures” means any expenditures of City or Developer for the Project that are eligible for TIF Incentives as defined in [Section III.B.2.](#)

- S. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- T. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- U. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- V. "TID" means the future Tax Increment District to be created in 2024 by the City of Green Bay, The RDA and the City will ask the Joint Review Board (JRB) to create a Tax Increment District (the 'TID'), effective January 1, 2024, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID."
- W. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- X. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. FINANCIAL ASSISTANCE

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. Project Grant. The City shall provide up to **one million nine hundred twenty-five thousand dollars (\$1,925,000.00)**, or the actual public improvement costs, of TIF Incentive as a Project Grant upon Developer fulfilling all obligations identified in in **Sections IV.A., IV.B., IV.C., IV.E., IV.F., IV.G., IV.H., and IV.I.** of this Agreement regarding the proposed Project.
 - a) **Up to \$100,000 of such Project Grant shall be made available to the developer for engineering costs for public improvements as defined in Article II Section Q. Developer shall provide the RDA with written evidence that Developer has incurred any such Qualified Expenditures and within thirty (30) days of receipt of such aforementioned evidence, the City or the RDA shall disburse to Developer such portion of the Project Grant necessary to pay such Qualified Expenditures. All remaining Project Grant funds shall be dedicated to and utilized by the City for payment of Qualified Expenditures for said public improvement costs.**
 - b) The City shall provide Developer a schedule of the annual costs of debt service associated with such Project Grant, which is herein attached as **EXHIBIT D.**

- c) In order for the City to cover one hundred and ten percent (110%) of anticipated costs of debt service associated with such Project Grant, The Developer guarantees that the Property shall have a minimum aggregate assessed value of:

(I) Four million two hundred eleven thousand five hundred dollars (\$4,211,500.00) by January 1, 2027; and

(II) Eight million sixty one thousand five hundred dollars (\$8,061,500.00) by January 1, 2029.

2. Qualified Expenditures. Project Grant(s) shall only fund:

- a) Public Improvements, if applicable, as defined in Article II Section Q., and environmental remediation, and asbestos abatement as required by State and Federal law;

3. Financing and Annual Shortfall Guarantee.

- a) In order for this Project to occur, the City shall provide up to one million nine hundred twenty-five thousand dollars (\$1,925,000.00), or the actual public improvement costs, in Tax Increment Financing Incentive as a Project Grant. This TIF incentive and the City's debt service payments shall be repaid through the taxes realized by the property taxes and additional tax increment generated by the Property plus the Annual Shortfall (as defined in Article III Section B.3.c), subject to Developer's guarantee of the Annual Shortfall as set forth in Article III Section B.3.c).
- b) Any individual member of the DEVELOPER shall personally guarantee any Annual Shortfall, as defined below in this Article III Section B.3.c) starting for the taxable year of 2025 (payable in 2026). An Annual Shortfall exists when the City's TIF Increment is less than the City Debt Service on the Project Grant. The City TIF Increment is defined as the property tax generated in any given year less the base value. The City Debt Service is defined as the City's debt service on \$1,925,000.00, or the actual cost of public improvements, of TIF incentive provided as a Project Grant over 20 years at the City's borrowing rate. The formula for any Annual Shortfall is as follows:

$$\begin{array}{r} \text{City TIF Increment} \\ \text{Less : City Debt Service} \\ \hline = \text{Annual Shortfall} \end{array}$$

Developer shall be invoiced for any Annual Shortfall that exists in a calendar year and shall pay the Annual Shortfall within thirty (30) days of receipt of the City's invoice. City may only invoice Developer for the Annual Shortfall without adding any other costs or administrative expenses. If Developer fails to pay for the Annual Shortfall then City may place the amount as a special charge against the Property.

- c) City's debt service for TIF incentive shall be amortized over the life of the Tax Increment District (TID), which shall be 20 years.
- d) Any individual member of the Developer shall provide a personal guarantee to the City and RDA, subject to their approval, for the any Annual Shortfall realized pursuant

to Article III Section B.3.c of this Agreement. Developer's personal guarantee shall expire or be released upon the sooner of retirement of City's debt service on the specific bonds issued for this TIF Incentive or 20 years if there are no outstanding payments on principal and/or interest. If Developer elects to payoff City's debt service prior to the end of the entire financing term, Developer may pay off the entire principal balance and any accrued but unpaid interest, but without future interest, and the personal guarantee shall be released by the City and RDA.

~~d)e)~~ If the annual property taxes on the Property are equal to or exceed the Annual TIF Increment such that there is no Annual Shortfall for three consecutive years, TIF RECIPIENT or DEVELOPER may request a release of TIF RECIPIENT or DEVELOPER'S personal guarantee, which shall be subject to RDA/CITY's discretion. If TIF RECIPIENT or DEVELOPER elects to payoff CITY's debt service prior to the end of the entire financing term, TIF RECIPIENT or DEVELOPER may pay off the entire principal balance and any accrued but unpaid interest, but without future interest, and the personal guarantee shall be released by the CITY /RDA

~~e)f)~~ Notwithstanding anything else in this agreement, no assignments shall be made of this TIF guarantee. The personal guarantees provided under this section shall remain with the developer and shall not be subject to any assignments of this development agreement as approved by the RDA and City.

4. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.
5. Limitations. The TIF Incentive available to Developer for the Project is limited as follows:
6. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
7. Tax Incentive Cap. The maximum TIF Incentive to be paid by the City for Qualified Expenses incurred and paid by Developer shall not exceed a total one million nine hundred twenty-five thousand dollars (\$1,925,000.00), or the actual public improvement costs, over the life of the TID.
8. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not

count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

- C. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.
- D. Guaranteed Minimum Payment; Payment in Lieu. Notwithstanding anything to the contrary herein, in the event that the aggregated assessed value as set forth in this Agreement shall fall below the amounts set forth in Article III section B.1.c) ("Guaranteed Minimum") for the applicable tax year related to each of the Guaranteed Minimum amounts referenced therein, then in any given tax year each year thereafter during the statutory life of the TID District (the "PILOT Term"), then the Developer or any successor owner or assignee of the Project shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in an amount sufficient to meet the then applicable Guaranteed Minimum which such payment shall be calculated and defined as follows: the then applicable aggregated assessed value multiplied by the applicable tax year's Mill Rate divided by one-thousand (1,000) less any property tax payments paid by Developer as assessed for the Property for that applicable tax year (the "payment in Lieu"). The Guaranteed Minimum and/or Payment in Lieu shall be available to Developer for reimbursement of the Developer's Qualified Expenditures, provided Developer qualifies for the TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid for the Qualified Expenditures. Such payment in Lieu shall be due and payable at the same time and in the same manner as the ad valorem taxes are due and payable for such year.

If the Developer or any successor owner or assignee fails to make the Payment in Lieu when due, the City may, in addition to all other remedies available to it, levy a special assessment against the Project and or Property in the amount of the difference between the actual TIF incentive available for reimbursement to the Developer and the then applicable Guaranteed Minimum. Any and all notice and hearing requirements which may be required under the law for such special assessment are hereby waived by Developer. Notwithstanding the levying of such special assessment, the payment obligation under this Section shall be the personal obligation of the person or entity that is the power the Project and or Property at the time that the then applicable aggregated assessed value falls below the then applicable Guaranteed Minimum. The covenants contained in this Section shall be deemed to be covenants running with the land and shall be binding upon all owners of any portion of the Project and or Property for the duration of the PILOT term. The City is hereby expressly declared to be a beneficiary of such covenants and is entitled to enforce the same against all successor owners or assignees of the Project and or Property.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to June 1, 2024, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this agreement. The Concept Plan shall clearly identify:
1. Any proposed changes in boundaries of the Property
 2. The approximate location of any proposed structures and/or projects to be built on the Property
 3. A preliminary rendering or other illustration of scale of proposed structures and buildings

- B. Construction Documents. Prior to June 1, 2024 for Phase I and October 1, 2025 for Phase 2, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to June 1, 2024 for Phase I and October 1, 2025 for Phase 2, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than Ten Million Dollars (\$10,000,000) in “hard” construction costs for the entire Project; and
 2. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

- E. Compliance with Planning, Zoning, Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. Developer shall have obtained the approval of the City to a traffic impact analysis regarding the Project.
- F. Homebuilder Agreements. Prior to June 1, 2024 for Phase I and October 1, 2025 for Phase 2, the Developer shall deliver executed agreements between the Developer and Homebuilders obligating the construction of all planned housing units in a manner that complies with all applicable City codes, ordinances and as approved by the Development Director or their designee.
- G. Acquisition of Property. By July 1, 2024, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- H. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- I. Subdivision Plat. Promptly after the Property has been acquired by Developer, Developer shall cause the Southwest Woods subdivision plat to be recorded with the Brown County Register of Deeds.
- J. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- K. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than December 1, 2024 or on such date as defined in the DPW Agreement. Construction shall be completed no later than December 1, 2027 or on such date as defined in the DPW Agreement. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- L. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, ~~audited~~ financial statements for Developer through ~~termination of this~~

Agreement the date upon which either the minimum aggregate assessed value is met, or every lot in the Southwest Woods subdivision plat is improved with a completed structure, whichever occurs earlier.

M. Copies of Documents. All documents from Developer to the City or RDA shall be submitted with one hard copy and one digital copy.

N. Transfer or Sale of Project Property.

1. Notice of Intent to Transfer. Developer hereby informs the City that Developer intends to sell, transfer and convey the lots of the Southwest Woods subdivision plat to a homebuilder(s), and that homebuilder(s) will likewise convey to subsequent buyers upon completion of construction. This Agreement shall be binding against Developer only, and shall not run with the land as transferred to subsequent homeowners. Developer shall provide the City with copies of its agreements with the homebuilder(s) stipulating their requirement(s) to complete construction by particular dates. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

O. Right of Way Dedication. Developer shall dedicate Rights of Way to the City for anticipated extension of Hinkle Street and creation of Southwest Vie Court by August 1, 2024, as demonstrated by the proposed plat, herein attached as Exhibit E.

Q. Outlot Dedication. Developer shall dedicate necessary Outlots for stormwater management by August 1, 2024, as demonstrated by the proposed plat, herein attached as Exhibit E.

P. Park Space Dedication. Developer shall dedicate approximately 19.26 acres of future Park Space to the City for anticipated expansion of Beaver Dam Park by August 1, 2024, as demonstrated by the Southwest Woods and City Park Land Map, herein attached as Exhibit F. In the event that the land is not dedicated by January 1, 2026, the Developer shall pay the City \$500,000.00 on or before March 1, 2026.

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

S. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with

copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and
 - b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.

S.T. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:

1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
 - b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
 - c) Five hundred thousand dollars (\$500,000.00) policy limit.
2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.
3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.

6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T.U. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written

consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. TID #26 shall be maintained in good standing with and certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Developer represents and warrants to the City and RDA as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.

- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to

be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
- M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

VIII. DEFAULT

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

- 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
- 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
- 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
- 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
- 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
- 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.

B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:

- 1. Termination. Terminate this Agreement without further notice to Developer;

2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach, including withholding of PayGo payments to the Developer until temporary defaults are remedied to the satisfaction of the City.;
 3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;

3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty-seven (27) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2051.
- C. Survival of Certain Provisions. Sections III. B. 2. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV.P.3., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.
- B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- E. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

- G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to April 1, 2024 any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 2. Upon receipt if hand-delivered to the party or person intended; or
 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
 4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

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

To the City: City of Green Bay
 Attn: City Clerk
 100 North Jefferson Street
 Green Bay, WI 54301
 e-mail: celestine.jefferys@greenbaywi.gov
 facsimile: 920-448-3010

To RDA: Redevelopment Authority of the City of Green Bay
 Attention: Executive Director
 100 North Jefferson Street, Room 608
 Green Bay, WI 54301
 e-mail: cheryl.renier-wigg@greenbayi.gov
 facsimile: 920-448-3426

To the Developer: GB Real Estate Investments, LLC
Attention: Garritt Bader
300 N. Van Buren Street
Green Bay, WI 54301
e-mail: gb@gb-re.com

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

- K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- L. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- M. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- N. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- O. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- P. Priority Over Subsequent Liens. This Agreement shall ~~run with the land and shall~~ be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. ~~As such, the current and all future owners of the Property Developer's shall be subject to all of the obligations stated herein shall be secured through maintained ownership of other property located within the future TID, currently known as Parcel 6H-1110-8, which may be modified through future development agreements.~~ Owner warrants and represents that there will not be any mortgage or any other lien against ~~the Property~~ Parcel 6H-1110-8 at the time this Development Agreement is recorded other than mortgages for the purchase of ~~the Property~~ Parcel 6H-1110-8 and to finance costs of constructing ~~the Project's~~ future redevelopment of Parcel 6H-1110-8. ~~This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).~~
- Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.

- S. Due Authority. Developer shall provide to the City and RDA a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions.
- T. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

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

Print Name and Title

ACKNOWLEDGMENT

[illegible]

Personally came before me this _____ day of _____ 2023, the above named _____, a member of GB Real Estate Investments, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
DEVELOPER NAME

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2024, the above named
_____ and _____, on behalf of the City of Green Bay,
a Wisconsin municipal corporation, to me known to be the person who executed the foregoing
instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
GB REAL ESTATE INVESTMENTS, LLC

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY**

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2024 the above named
_____ and _____, on behalf of the Redevelopment
Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

EXHIBIT A
Property Map



EXHIBIT B
Legal Descriptions

2405 W. Mason Street, Parcel number 6H-1109: Lot 2, Certified Survey Map No. 9023, Document No. 2851838; said map being part of Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, West side of Fox River, Brown County, Wisconsin. Area contains 102,087 square feet / 2.344 acres more or less.

0 W. Mason Street, Parcel number 6H-1109-2: Outlot 1, Certified Survey Map No. 9023, Document No. 2851838; said map being part of Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, West side of Fox River, Brown County, Wisconsin. Area contains 104,429 square feet / 2.397 acres more or less.

0 Ninth Street, Parcel number 6H-1089: Part of Lots 7 and 8, Section 28, Township 24 North, Range 20 East, Except Streets and Part of Vacated Street described in Jacket 10917, Image 37 and Except 27539 Image 44, City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Commencing at the Southwest corner of Section 28, Township 24 North, Range 20 East; thence North 0°28'07" West, 1319.89 feet along the West line of said Section 28, to the point of beginning; thence North 1° 09'07" West, 692.59 feet along said West line; thence North 88° 42'50" East, 1169.26 feet along the North line of Lot 7; thence South 1° 16'50" East, 893.50 feet to the North line of Beaver Dam Creek Conservancy Area; thence South 41° 38'48" West, 205.37 feet along said Conservancy; thence 462.67 feet along the arc of a 1659.12 foot radius curve to the right whose long chord bears South 49° 44'04" West, 461.17 feet along said Conservancy; thence North 34° 00'47" West, 179.59 feet; thence 289.27 feet along the arc of a 495.00 foot radius curve to the right whose long chord bears North 17° 14'27" West, 285.18 feet; thence North 0° 28'07" West, 214.66 feet; thence South 88° 52'53" West, 500.00 feet to the point of beginning. Area contains 722,094 square feet / 16.577 acres more or less.

0 Ninth Street, Parcel number 6H-1091: That part of Lots 9 and 10, Section 28 Township 24 North, Range 20 East, Lying Northerly of Beaver Dam Creek Conservancy Area, EXCEPT Volume 781 of Records Page 471 and EXCEPT Jacket 27639 Image 44, City of Green Bay, West of Fox River, Brown County, Wisconsin.

Commencing at the Southwest corner of Section 28, Township 24 North, Range 20 East; thence North 0°28'07" West, 1319.89 feet along the West line of said Section 28, to the point of beginning; thence North 1° 09'07" West, 692.59 feet along said West line; thence North 88° 42'50" East, 1169.26 feet along the North line of Lot 7; thence South 1° 16'50" East, 893.50 feet to the North line of Beaver Dam Creek Conservancy Area; thence South 41° 38'48" West, 205.37 feet along said Conservancy; thence 462.67 feet along the arc of a 1659.12 foot radius curve to the right whose long chord bears South 49° 44'04" West, 461.17 feet along said Conservancy; thence North 34° 00'47" West, 179.59 feet; thence 289.27 feet along the arc of a 495.00 foot radius curve to the right whose long chord bears North 17° 14'27" West, 285.18 feet; thence North 0° 28'07" West, 214.66 feet; thence South 88° 52'53" West, 500.00 feet to the point of beginning. area contains 307,315 square feet / 7.055 acres more or less.

0 W. Mason Street, Parcel number 6H-1109-3:

EXHIBIT C
Preliminary Concept Plan

Annual Costs of Debt Service

JRB create new TID 1/1/2024

2024 TIF CALCULATION PAYABLE IN 2026
SW Woods - W Mason/Ninth St - GB HMC West Mason LLC

PARCEL NUMBER: 6H-1109, 6H-1109-2, 6H-1089, 6H-1091, 6H-1109-3 \$ 1,280,200

PAY AS YOU GO AGREEMENT to cover debt service

PAYMENT DUE WITHIN 30 DAYS AFTER TAXES ARE PAID IN FULL AND RECEIPT SUBMITTED TO CITY

Guarantee property assessment of \$5,177,800 by 1/1/2052

TIF INCENTIVE CAP - \$1,925,000 over life of TID

C/O OBTAINED: Construction shall be completed by 12/1/2025

YEAR	ASSESSED VALUES	BASE	Assessment increase	Mill rate**	INCREMENT	0% PAYGO DUE
2024		1,272,400				
2026	4,211,500	(1,272,400)	2,939,100	19.34	56,842.19	56,842.19
2027	4,211,500	(1,272,400)	2,939,100	19.34	56,842.19	56,842.19
2028	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2029	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2030	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2031	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2032	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2033	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2034	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2035	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2036	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2037	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2038	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2039	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2040	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2041	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2042	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2043	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2044	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2045	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2046	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2047	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2048	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2049	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2050	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19
2051	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19

TOTAL AMOUNT OF TIF PAYGO

page 29 of 31

EXHIBIT E
PROPOSED PLAT

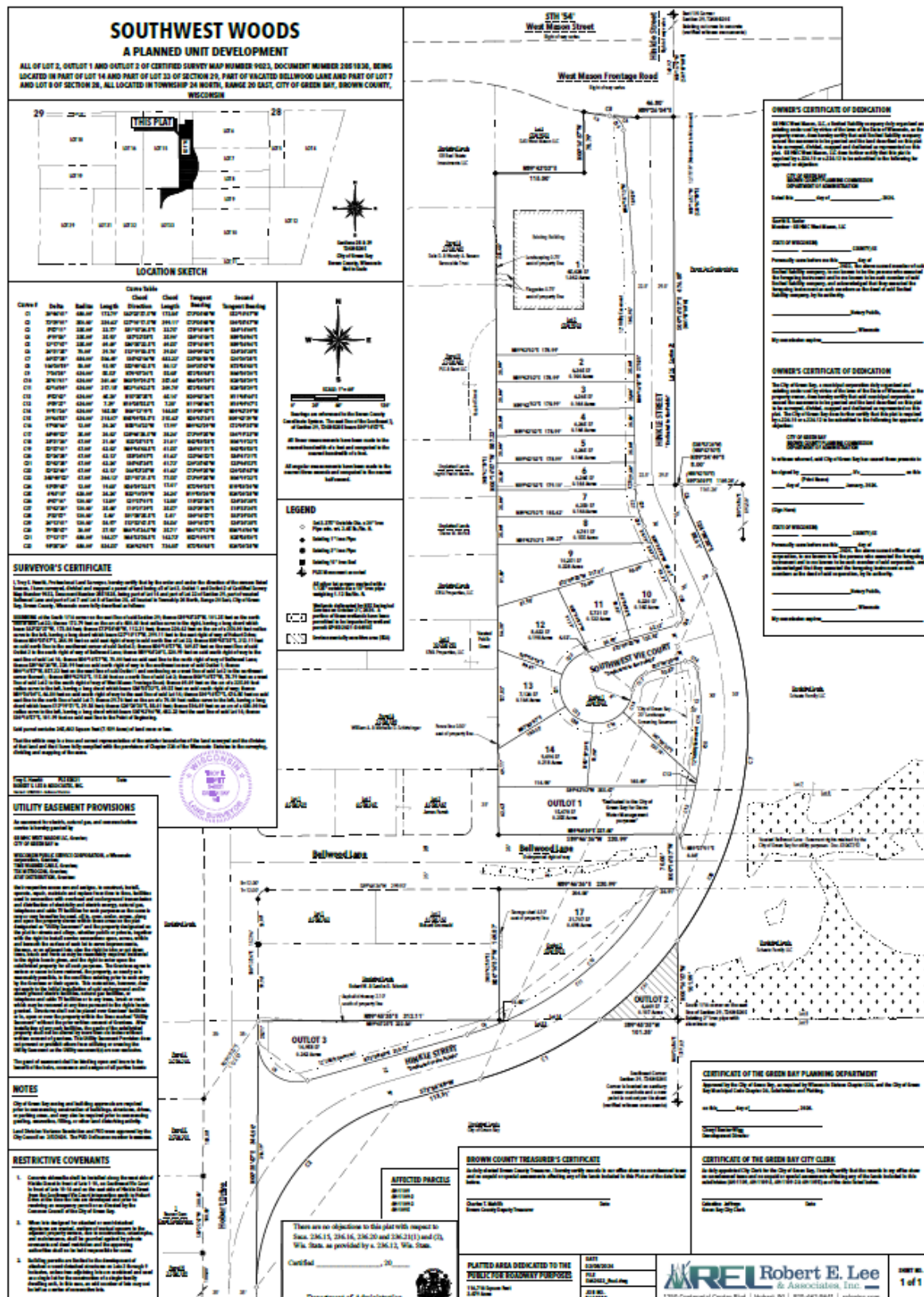
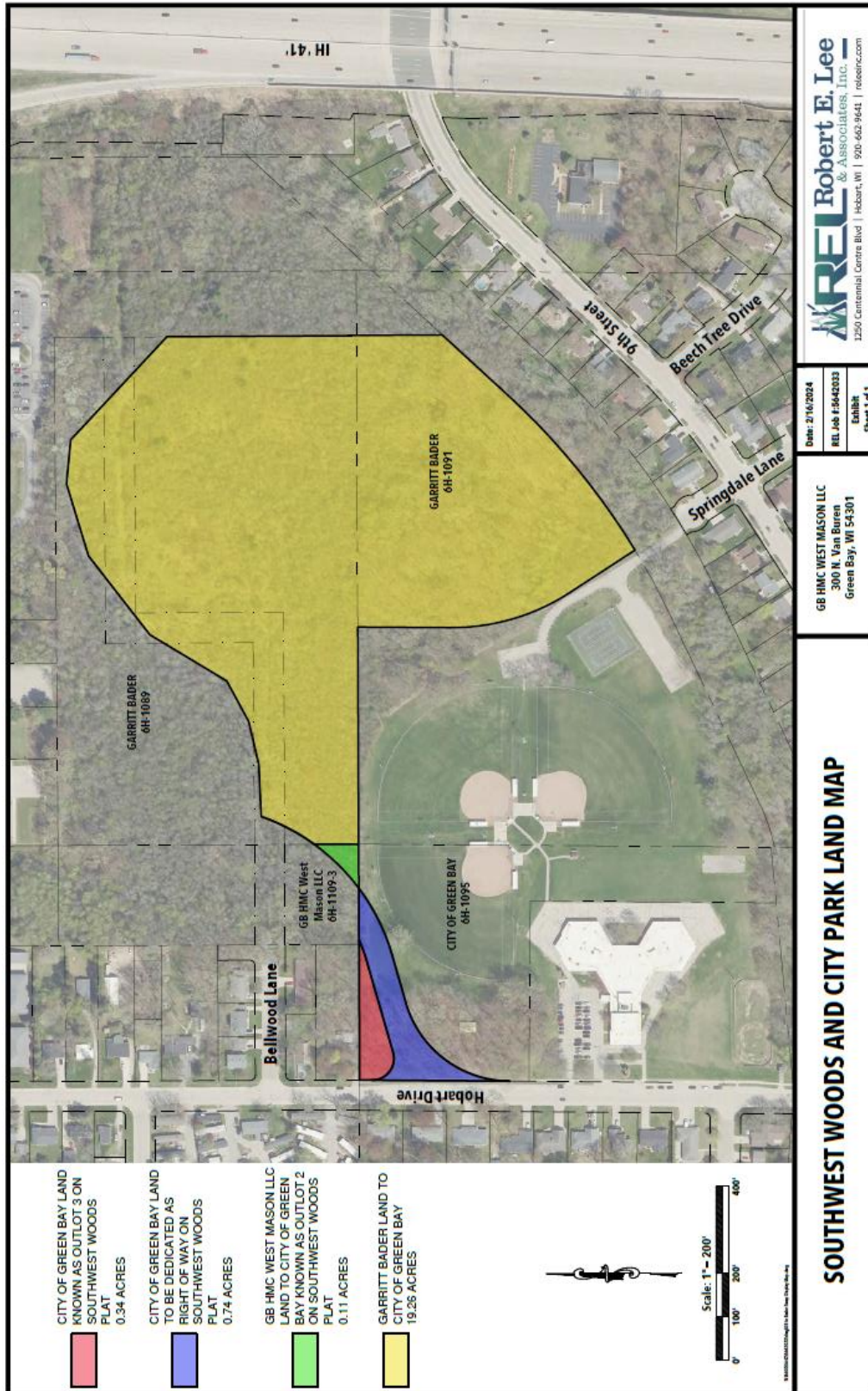


EXHIBIT F SOUTHWEST WOOD AND CITY PARK LAND MAP





Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # N.I

To deny the request by Harry Mazaheri to rescind Invoice #181677 in the amount of \$101.84 for snow and ice removal at 840 S. Monroe Avenue on 1/18/24.

BACKGROUND

A Green Bay resident entered a complaint through the City of Green Bay Website Request for Service feature. Resident stated it was making it difficult for them to walk through snow that wasn't removed from the sidewalk by the owner at 840 S. Monroe Avenue. The first letter received on 2/7/24 via certified mail states his complaint about the charge, so Josh Brassfield had a conversation over the phone and in the end the resident stated he would reluctantly pay it. Received the second letter addressed to the Improvement and Services Committee on February 20, 2024, first available meeting March 13, 2024 (Director of Department of Public Works requested the complaint be added to this agenda).

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 840 S. Monroe Written Complaint
2. 840 S. Monroe Internal Docs Complaint

Harry A Mazaheri
840 S. Monroe Ave.
Green Bay, WI 54301
(717) 682-7800

City of Green Bay Improvement and Services Committee
100 North Jefferson Street
Green Bay, WI 54301-5026

February 20, 2024

RE: Green Bay City Invoice # 181677

Certified Mail #: 70220410000077199472

Dear Sirs/Madams:

I recently received the above captioned invoice. It appears that you are billing me for snow removal on my property detailed supra.

I had an opportunity to review my property surveillance footage for the date in question, 1/18/24, but I do not see any of your staff at any time enter my property. I do see several of your snow "moving" vehicles pile many feet of snow on my property and the adjacent intersection.

I dispute the following alleged "facts":

1. That your staff needed to remove snow from the sidewalks on my property at any time on 1/18/24.
2. That if snow was removed on another date where could it safely be removed to other than to the adjacent public throughfare?
 - a. In violation of Ordinance 34-14 (c)
 - b. Given the historic structure of the subject property snow removal is significantly constrained
3. That any of the subject snow on my property came upon same by natural circumstances

4. That the City of Green Bay has the legal authority to levy this fine as currently administered

FYI- I do not believe that you can legally attach a municipal fine to a property's tax bill. I worked for what is now the Pennsylvania Governor's Office of General Counsel. We did extensive research on the legality of such a process. We found, as did thirty-six other states, that such a "process" violated our history and legal precedent. This practice under English law as far back as the Magna Carta, adopted by the majority of the original thirteen states, was prohibited. One of the main arguments is there is no process to challenge the assessment nor is their adequate notice. There are good arguments that it is also prohibited by several provisions of the US and most state Constitutions.

Therefore, I do appeal the aforesaid invoice to the City of Green Bay Improvement and Services Committee as per General Ordinance 34-14 and the documentation included with the said Invoice.

Sincerely yours,



Harry A Mazaheri



GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
01/23/2024	181677
Customer Number	
66303	
Invoice Total Due	
\$101.84	
Customer PO	Due Date
	02/22/2024

FOR PARCEL 16-53 AT 840 S MONROE AVE - ACTION
TAKEN: SNOW / ICE REMOVAL 1/18/2024

HARRY MAZAHARI
840 S MONROE AVE
GREEN BAY, WI 54301-

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 01/23/2024

Customer Number: 66303

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
CHARGE PER LINEAR FOOT	128.00	\$0.28	EACH	\$35.84	\$0.00	\$0.00	\$35.84
ADMINISTRATIVE CHARGE PER PARCEL	1.00	\$66.00	EACH	\$66.00	\$0.00	\$0.00	\$66.00
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:		\$101.84	

GENERAL ORDINANCE 9.30 SNOW AND ICE REMOVAL REGULATIONS - THE AMOUNT MUST BE PAID IN
30 DAYS OR BE PLACED ON THE TAX ROLL. PLEASE CALL THE DEPARTMENT OF PUBLIC WORKS AT
(920) 448-3535 WITH ANY QUESTIONS.

ORIGINAL
COPY

CITY OF GREEN BAY PUBLIC WORKS DEPARTMENT

SNOW & ICE CONTROL

PARCEL #: _____

INVOICE #: _____

INV. DATE: _____

PROPERTY IDENTIFICATION

PARCEL #: 16-53 ADDRESS: 840 S Monroe DISTRICT: 4

ORIGINAL COMPLAINT

COMPLAINT DATE: 1-15-2024 TIME: 932 AM ☒ PM

RECEIVED: ☐ PHONE ☒ WEB/EMAIL ☐ ALDER ☐ INSP. DEPT. ☐ SUPERVISOR ☐ MAYOR

INSPECTION & WORK DONE BY CITY

WORK DATE: 1-18-2024 EMPLOYEE(S): Curt Schneider

TYPE OF WORK: ☐ SNOW REMOVAL ☐ ICE CONTROL ☒ BOTH

START TIME: 130 AM ☒ PM END TIME: 145 AM ☒ PM

☐ NORTH _____ % _____ FT

☒ SOUTH 80 % 128 FT

☐ EAST _____ % _____ FT

☐ WEST _____ % _____ FT

APPROVED BY: Orville Hand

Crede Haut

From: noreply@ci.green-bay.wi.us
Sent: Monday, January 15, 2024 9:32 PM
To: Chris Pirlot; Crede Haut; Dan Szymik; Dustin McMullen; Josh Brassfield; Justin Linzmeier; Nathan Wachtendonk; Stuart Stormer
Subject: New Request: Sidewalk & Pavement - SIDEWALK COVERED BY SNOW AND/OR ICE

SIDEWALK & PAVEMENT - SIDEWALK COVERED BY SNOW AND/OR ICE

****Duplicate Same - Day Entry: Entered Externally by Green Bay Resident****

ADDRESS: 840 S MONROE AV

The property is on the corner of S Monroe and Porlier Street. The owners do not seem to clearing the snow on the Porlier Street sidewalk. The sidewalk is covered with snow and ice. Makes walking difficult.

Minutes:

RateID:

Snow:

PickUpDate:

01/15/2024 09:29 PM

To view online you can visit:

https://rfs.greenbaywi.gov/RequestForService/Sublimate.aspx?NID=445628&Target=Secure\RequestSearch&_TrackingID=135707



01/18/2024









01/18/2024





01/18/2024





01/18/2024

Racheal Baker

From: Racheal Baker
Sent: Thursday, February 8, 2024 11:34 AM
To: Josh Brassfield
Subject: RE: 840 S Monroe

Oh good! ●

From: Josh Brassfield <Josh.Brassfield@greenbaywi.gov>
Sent: Thursday, February 8, 2024 11:13 AM
To: Racheal Baker <Racheal.Baker@greenbaywi.gov>
Subject: RE: 840 S Monroe

I spoke with this gentleman, and he claims he'll pay the invoice. It was only about 25 minutes on the phone ●.

Happy Spring,

Josh Brassfield
Street Superintendent
City of Green Bay
Department of Public Works
920.492.3734
greenbaywi.gov



From: Racheal Baker <Racheal.Baker@greenbaywi.gov>
Sent: Wednesday, February 7, 2024 3:13 PM
To: Josh Brassfield <Josh.Brassfield@greenbaywi.gov>
Subject: FW: 840 S Monroe

Hello,

I received a certified letter from Mr. Mazaheri at 840 S. Monroe regarding this invoice he wanted to dispute with me over the phone last week. I attached a copy of the letter and the invoice documents if you would like to advise me how to proceed. Just an FYI he also sent a similar letter (attached) regarding an invoice he received from sanitation for putting out several garbage bags of yard waste, Dustin voided the invoice as the bags were found to be on his property line, not the public right of way. From my interactions with him both times, something is not quite right with this gentleman. I have a feeling there will be continued issues with this property.

Thank you!

Racheal Baker
Administrative Clerk – Operations Division
City of Green Bay
Department of Public Works
920.448.3535
greenbaywi.gov

From: Racheal Baker
Sent: Wednesday, January 31, 2024 12:46 PM
To: Josh Brassfield <Josh.Brassfield@greenbaywi.gov>
Subject: RE: 840 S Monroe

No, he did not end up wanting to be transferred. He asked for the spelling of your name and said he will just be following up and sending over proof that we never had any crews at his house. He has '24/7 video coverage and we never had anyone there'. We made it all up. I spent about 20 minutes on the phone with him. There were times I didn't even have words to respond to what he was saying, it just didn't make sense.

From: Josh Brassfield <Josh.Brassfield@greenbaywi.gov>
Sent: Wednesday, January 31, 2024 12:32 PM
To: Racheal Baker <Racheal.Baker@greenbaywi.gov>
Subject: 840 S Monroe

The gentleman never called so maybe he understands now?

Josh Brassfield
Street Superintendent
City of Green Bay
Department of Public Works
920.492.3734
greenbaywi.gov



1st letter sent to Josh B.
(emailed)
Per Josh he spoke with him
and he stated he would pay
the invoice

Harry A Mazaheri
840 S. Monroe Ave.
Green Bay, WI 54301
(717) 682-7800

City of Green Bay
Public Works Department
100 North Jefferson Street
Green Bay, WI 54301-5026

RE: Green Bay City Invoice # 181677

Certified Mail #: 70220410000077199618

Dear Sirs/Madams:

I just received the above captioned invoice. It appears that you are billing me for snow removal on my property detailed supra.

I had an opportunity to review my property surveillance footage for the date in question, 1/18/24, but I do not see any of your staff at any time enter my property. I do see several of your snow "moving" vehicles pile many feet of snow on my property and the adjacent intersection.

I dispute the following alleged "facts":

1. That your staff needed to remove snow from the sidewalks on my property at any time on 1/18/24.
2. That if snow was removed on another date where could it safely be removed to other than to the adjacent public throughfare?
 - a. In violation of Ordinance 34-14 (c)
 - b. Given the historic structure of the subject property snow removal is significantly constrained

FYI- I do not believe that you can legally attach a municipal fine to a property's tax bill. I worked for what is now the Pennsylvania Governor's Office of General Counsel. We did extensive research on the legality of such a process. We found, as did thirty-six other states, that such a "process" violated our history and legal precedent. This practice

under English law as far back as the Magna Carta, adopted by the majority of the original thirteen states, was prohibited. One of the main arguments is there is no process to challenge the assessment nor is their adequate notice. There are good arguments that it is also prohibited by several provisions of the US Constitution.

At this point I do not want to argue this matter but your letter peaked my interest in a heretofore unknown *dark* process.

Please feel free to contact me with any questions.

Sincerely yours,

A handwritten signature in black ink, appearing to be 'H. Mazaheri', with a long horizontal flourish extending to the right.

Harry A Mazaheri



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # N.2

To approve the request by Department of Public Works to award purchase of two tandem axle dump truck bodies, plows, and wings to Monroe Truck Equipment in the amount of \$320,024.00.

BACKGROUND

The Department of Public Works utilizes tandem axle dump trucks for collection of yard waste, hauling construction material and snow fighting operations. The dump body, plow and wing that are mounted on truck 27, a 2003 Sterling tandem axle plow truck and truck 21, a 2004 International tandem axle plow truck have reached their maximum service life, and the replacements has been approved in the 2024 budget.

RECOMMENDATION

To purchase two (2) 14' dump body and hydraulic controls, one (1) 11' reversible poly plow, and one (1) 10' poly patrol wing Monroe Truck Equipment off the Sourcewell contract# 062222-AEB-1 for the total cost of \$320,024 which includes installation on City owned chassis, warranty, delivery, and driver training.

FISCAL IMPACT

ATTACHMENTS

1. Tandem Axle Dump Body Plow Wing Recommendation
2. Tandem Axle Dump Body Plow Wing Recommendation Backup1
3. Tandem Axle Dump Body Plow Wing Recommendation Backup2

Request Request

To: Steve Grenier
Director of Public Works

From: Nathan Wachtendonk
Fleet Manager

Date: January 31, 2024

Re: Tandem Axle Dump Truck Body, Plow, and Wing



Item: (2) Tandem axle dump truck bodies, plows, and wings

Cost: \$320,024 on Sourcewell contract# 06222-AEB-1

Vendor: Monroe Truck Equipment

Account# 427503E-55140

Delivery: West Shop

Background:

The Department of Public Works utilizes tandem axle dump trucks for collection of yard waste, hauling construction material and snow fighting operations. The dump body, plow and wing that are mounted on truck 27, a 2003 Sterling tandem axle plow truck and truck 21, a 2004 International tandem axle plow truck have reached their maximum service life, and the replacements has been approved in the 2024 budget.

Recommendation:

To purchase two (2) 14' dump body and hydraulic controls, one (1) 11' reversible poly plow, and one (1) 10' poly patrol wing Monroe Truck Equipment off the Sourcewell contract# 062222-AEB-1 for the total cost of \$320,024 which includes installation on City owned chassis, warranty, delivery, and driver training.



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

J.O. # 47011
Quotation ID: 2MAW003656
Date: 1/25/2024
Valid thru: 2/25/2024
Terms: NET 30
Quoted by: Mark Woelfel
Ph/Fax: 920-347-4181 / 920-336-8118

Quoted to:

GREEN BAY,CITY (OPERATION DIV) (ATTN:)
519 S. ONEIDA ST.
GREEN BAY, WI 54303
Ph: 920-492-3751 / Fax: 920-492-3747
Email:

Chassis Information

Year: 2024	Make: INTERNATIONAL	Model: HV SERIES	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: 138.0	CT: -1.0	Wheelbase: 205.0	Engine: DIESEL
			F.O. Number #:	Vin:

Notes:

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

Description	Amount
14' CRYSTEEL STAINLESS STEEL DUMP BODY	
- 87" ID 96" OD WIDTH	
- 60" 7 GA STAINLESS STEEL FRONT	
- 52" 7 GA STAINLESS STEEL STRAIGHT SIDES	
- SINGLE PANEL W/RUBRAIL/PRESSED HORIZONTAL SIDES	
* CHANNEL WELDED ALONG DRIVER'S SIDE RUBRAIL	
- 2" SIDE TO FLOOR RADIUS	
- STAINLESS STEEL REAR PILLAR POST / PILLAR CAP / RUBRAIL	
- 52" 1/4" AR450 REAR	
- 1/4" AR450 150,000 PSI YIELD STEEL FLOOR	
- 1/4 A1011 STEEL FRAME MATERIAL	
- 8" WESTERN TUBULAR FRAME STYLE	
- AIR TAILGATE RELEASE	
- 2.5" FULL RIB TAILGATE	
- (3) OVAL CUT-OUTS IN REAR PILLAR	
- FMVSS108 LIGHTS AND REFLECTORS	
- MUDEFLAPS FORWARD OF DRIVE TIRES	
- BARE STAINLESS STEEL FINISH (NOT PAINTED)	
ADDITIONAL LARGE DUMP BODY OPTIONS:	
- ELECTRIC BACK-UP ALARM, 97DB	
- 1/2 X 10 GA. X 78" CAB SHIELD 100% WELDED; STAINLESS STEEL	
- 2- D RINGS WELD ON INSIDE OF TAILGATE	
- STAINLESS STEEL FLAT BAR, SINGLE RUNG STEP BELOW RUBRAIL; DRIVER FRONT	
- (3) STAINLESS STEEL FLAT BAR STEPS, DRIVER FRONT	
- DUMP BODY VIBRATOR - ELECTRIC - INSTALLED	
- 1/2" x 120" x 14' DURAPRO LINER W/ BULKHEAD LINED 18" HIGH	
- STAINLESS STEEL LEP AND COVER STRIP, WELDED	
MARATHON M63138 SA HOIST	
- INVERTED TELESCOPIC HOIST	
- GREASEABLE REAR HINGE	
- DUAL STAINLESS STEEL SAFETY PROPS	
- BODY UP LIGHT MOUNTED IN SPREADER CONTROLLER	
AERO 575 TARP SYSTEM	
- 84" ASPHALT TARP	
- ALUM TARP ARMS	
- TENSION BOW	
- FULL ALUM ENCLOSURE	
- ELECTRIC MOTOR	
- SIDE MOUNT SPRINGS	
TOWING PACKAGE:	
- 1" PLATE WITH 3/4" D-RINGS W/ EXTRA SET OF HOLES FOR ADJUSTABILITY	
- 30 TON PINTLE HOOK	



Description	Amount
- 7-WAY RV TRAILER PLUG - REMOUNT FACTORY SUPPLIED AIR OUTSIDE FRAME W/ GUARD AND ELECTRIC INTO PLATE	
MTE MC7090 TRUCK PORTION PLOW HITCH - OFF-SET FOLDING LIFT ARM - LOW-PROFILE - POSITIVE TWO POINT LATCH SYSTEM - NON-TILTING HITCH - ADJUSTABLE LIFT ARM - POWDER COAT BLACK * CYLINDER; 4X10 DA; NITRIDED ROD * RE-INSTALL SUPPLIED BUMPER	
MONROE TORSION TRIP EDGE "J" STYLE REVERSIBLE PLOW - MPPJ45R11-ISTT - 3/8" POLYMER MOLDBOARD WITH INTEGRAL SHIELD - (10) 1/2" ONE-PIECE FLAME CUT RIBS - 2" X 3" X 3/8" TOP ANGLE - 4" X 4" X 3/4" BOTTOM ANGLE - (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP - 4" X 4" X 3/8" CROSS-TUBE SUPPORT - 3-1/2" X 3-1/2" X 1/2" SEMI-CIRCLE - (2) 3" X 10" DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE - BUILT-IN MONROE LEVEL LIFT ASSEMBLY - MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED - ORANGE POLY MOLDBOARD - PUSH FRAME POWDER COATED BLACK - CARBIDE W/ COVER BLADE CUTTING EDGE * SCREW ADJUSTABLE PARK JACK; INSTALLED * MONROE MC6000 QUICK HITCH; PLOW PORTION * 11' RUBBER SNOW DEFLECTOR, 12", INSTALLED	
MONROE 10' DFPW HD DOUBLE FUNCTION PATROL WING - TRIP EDGE DESIGN - RIGHT SIDE MOUNT * PARA-GLIDE FRONT POST * SINGLE HYD. EXTENDIBLE PUSHARM - 4" X 6" REAR MOUNTED CROSS TUBE * ORANGE POLY MOLDBOARD - WING STOP - HARDWARE POWDER COATED BLACK * CARBIDE CUTTING EDGE KIT, 3 SECTION * WING SIDE AIR BAG * WING MIRROR MOUNTED ON PLOW LIGHT BRACKET * SINGLE WING MARKER ON TOE END OF WING	
MTE CUSTOM HYDRAULICS - ELECTRIC, FORCE AMERICA - FILTER, HIGH PRESSURE, PARKER; INSTL - HOT SHIFT PTO W/ 5.6 CU IN LOADSENSE PUMP CUBIC INCH FRONT MOUNT PUMP - TANK, 30 GAL. STD., FRAME MOUNT, W/FILTRATION, STAINLESS STEEL; INSTL - VALVE AND ENCLOSURE, FRAME MOUNTED, STAINLESS STEEL - HYDRAULIC HOSES & FITTINGS FOR SPREADER/PRE-WET/ANTI-ICE/SPARE - CUSTOM MANIFOLD FOR SPREADER/PRE-WET/ANTI-ICE - SUPPLY AND INSTALL SEQUENCE VALVES - FORCE I-GRIP JOYSTICK AND CONSOLE UNITS, CLOSED LOOP AUGER/PRE-WET - FORCE 6100 GROUND-BASED CLOSED-LOOP SPREADER CONTROL - PRECISE WIRELESS ROAD TEMP - STAINLESS STEEL COUPLERS, PLOW ANGLE, WING HEEL, WING HYD PUSHARM, AUGER, SPINNER, PRE-WET - FORCE CAMERA MOUNTED ON DRIVER REAR CORNER POST W/ PUFFER	
LIGHTING: - LED ABL PLOW LIGHTS MOUNTED ON S/S HOOD MOUNTED BRACKETS - LED S/T/T LIGHTS MOUNTED IN REAR POSTS AND LIGHT BOXES BELOW REAR BOLSTER - DOUBLE STAINLESS STEEL LIGHT BOXES UNDER REAR BOSTER OF BODY - SINGLE STAINLESS STEEL LIGHT BOXES MID BODY - CLEAR LED WING LIGHT - CUSTOM WIRING TO BACK OF CAB FOR CUSTOMER INSTALLED STROBES	

Description	Amount
- REAR POST, MID BODY LIGHT BOXES, REAR OF BODY BOXES, AND BODY BUILDER BOX TO REAR OF CAB (S/T/T & REVERSE)	

Quote Total: \$160,687.00

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

Down Payment Due Date: _____

Additional Options:

Description	Amount	Add to quote? Yes / No
-------------	--------	---------------------------

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units): ☐ Fleet ☐ Retail		MSO/MCO (ONLY check if legally required): ☐ MCO ☐ MSO	
Customer Signature:		Customer P.O. Number:	Date of Acceptance:



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

J.O. #
Quotation ID: 2MAW003473
Date: 1/25/2024
Valid thru: 2/25/2024
Terms: NET 30
Quoted by: Mark Woelfel
Ph/Fax: 920-347-4181 / 920-336-8118

Quoted to:

GREEN BAY,CITY (OPERATION DIV) (ATTN:)
519 S. ONEIDA ST.
GREEN BAY, WI 54303
Ph: 920-492-3751 / Fax: 920-492-3747
Email:

Chassis Information

Year: 2024	Make: INTERNATIONAL		Model: HV SERIES		Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: 138.0	CT: -1.0	Wheelbase: 205.0	Engine: DIESEL	F.O. Number #:	Vin:

Notes:

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

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- AIR TAILGATE RELEASE	
- 2.5" FULL RIB TAILGATE	
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- 1/2" x 120" x 14' DURAPRO LINER W/ BULKHEAD LINED 18" HIGH	
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MARATHON M63138 SA HOIST	
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Description	Amount
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Description	Amount
- REAR POST, MID BODY LIGHT BOXES, REAR OF BODY BOXES, AND BODY BUILDER BOX TO REAR OF CAB (S/T/T & REVERSE)	

Quote Total: \$159,337.00

Sourcwell Contract number 062222-AEB-1

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Down Payment Due Date: _____

Additional Options:

Description	Amount	Add to quote? Yes / No
-------------	--------	---------------------------

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- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
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Re-Assign (Required for all pool units): ☐ Fleet ☐ Retail	MSO/MCO (ONLY check if legally required): ☐ MCO ☐ MSO	
Customer Signature:	Customer P.O. Number:	Date of Acceptance:



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # N.3

To approve the request by Department of Public Works to approve Amendment No. 1 for the Professional Services Agreement between the City and McMahon Associates, Inc. for the design of Finger Road/East Town Sidewalk in the amount of \$5,600.00.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024-03-05 Amendment #1



PROFESSIONAL SERVICES CONTRACT AMENDMENT

TO: City of Green Bay, c/o James Brunette, PE

FROM: McMahon Associates, Inc., c/o Nick Vande Hey, PE

DATE: March 5, 2024

CONTRACT: Amendment #1 – Finger Road / East Town Sidewalk
McM Project No. G0018-09-23-00475

AMENDMENT SUMMARY:

Amendment	Description	Amount
#1	1) Perform topo survey to design Mason Street taper lanes. 2) Perform topo survey to relocate Parcel #21-4568 driveway. 3) Prepare a design for the Mason Street taper lanes. 4) Prepare a design for the relocated Parcel #21-4568 driveway. 5) Prepare an update to the plan set and construction documents.	\$5,600

(See attached scope of services – all other contract terms and conditions remain the same)

CONTRACT SUMMARY:

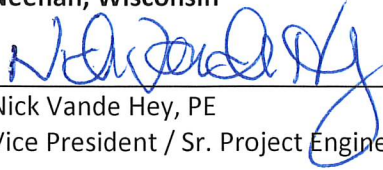
Description	Amount
Original Contract Amount:	\$33,886.00
Total Previous Amendments:	\$0.00
Amendment #1:	\$5,600.00
Revised Contract Amount:	\$39,486.00

ACCEPTANCE:

McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

CITY OF GREEN BAY

By:


Nick Vande Hey, PE
Vice President / Sr. Project Engineer

By:

Title:

Title:

Date: March 5, 2024

Date:

AMENDMENT DESCRIPTION:

As part of the Finger Road / East Town Sidewalk project, the City of Green Bay would like to make improvements to the Mason Street tapers at the intersection of East Town Way. Additional topo survey is needed for the intersection taper modifications. In addition, due to impacts of the proposed sidewalk, the City met with the owner of Parcel #21-4568 and the owner has agreed to their existing driveway being relocated from East Town Way to Finger Road. The purpose of this amendment is to update the plan set and construction documents to reflect these revisions.

AMENDMENT SCOPE OF SERVICES:

McMahon Associates, Inc. agrees to provide the following Scope Of Services for this amendment:

- Contact Diggers Hotline to mark underground utilities prior to topographic survey.
- Perform topographic survey for Mason Street tapers at intersection of East Town Way.
- Perform topographic survey for the proposed relocated Parcel #21-4568 driveway.
- Design the Mason Street roadway tapers at the intersection of East Town Way.
- Design the relocated Parcel #21-4558 driveway entrance along Finger Road. Eliminate the existing Parcel #21-4558 driveway entrance along East Town Way.
- Update the plan set and construction documents.

AMENDMENT COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMahon Associates, Inc. agrees to provide the Scope Of Services described above for the following time and expense compensation: \$5,600.00

W:\PROJECTS\G0018\092300475\Admin\Agreement\Amendments\1\2024-03-05 Amendment #1.docx



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY**AGENDA ITEM # N.4**

To approve the request by Department of Public Works to award a sole source contract to GS Global Resources, for the procurement of two (2) hydraulic motors for the hydraulic rehabilitation of the Ray Nitschke Memorial Bridge, not to exceed \$35,000.00.

BACKGROUND

: The double leaf bascule bridge spans the Fox River. The Fox River is a shipping channel; it is a requirement of the US Coast Guard that the bridge remain operable to allow vessel navigation to and from the channel. Existing hydraulic motors on the Ray Nitschke Bridge are approaching the end of their useable service life. To keep the bridge in operable condition for passage of vessels the existing motors require replacement. Additional components are included as needed to modify one of the motors to serve as a shaft extension. One of the existing hydraulic motors will be inspected and repaired under this contract to serve as spare equipment.

RECOMMENDATION

- The existing hydraulic motors were manufactured by Poclain. There is no shelf ready comparable model and a significant lead time for fabrication of the equipment. Incorporation of the same equipment will maintain familiarity of the system for operations and maintenance and avoid costly redesign to accommodate an alternate manufacturer. The City requested quotes from the manufacturer's two distributors who service this region; only one distributor submitted a quote.

FISCAL IMPACT

- This purchase will be reimbursed by the 1.2-million-dollar SMA with WisDOT for the hydraulic rehabilitation of the Ray Nitschke Bridge.

ATTACHMENTS

- I. Sole Source - Poclain Hydraulic Motors Procurement_Signed

City of Green Bay, Wisconsin
REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : Purchasing Division/Administrative Services

DATE: 02/26/24

FROM: Department/Division Public Works

REQUISITION #

List "No Substitute" Item(s) here:

Two (2) Poclain Hydraulic Motors, Model Number: A35444B / MS35-9-1B9-R35-2A50-5BDEJM; One (1) Brake Shaft, Model Number: FRE-ARB-M235-F50; One (1) Brake Bushing Kit, Part Number: B77449H; One (1) O-Ring Kit, Part Number: B76141L; and the inspection and repair of an existing hydraulic motor.

Select One:

- ☐ 1) One Time Purchase Estimated Cost: \$ \$35,000
- ☐ 2) Annual Commodity purchase: Estimated annual cost: \$
- ☒ 3) Item may be purchased again: Indicate term: *as needed* Estimated Annual Cost: \$ \$35,000

Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)

Check appropriate justification(s). Provide DETAILED explanation(s) below.

- ☐ 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.
- ☐ 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.
- ☐ 3. Item(s) is (are) only acceptable replacement part(s) known for _____ (Identify)
- ☐ 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
- ☐ 5. Safety:
- ☒ 6. Other: (Manufacturer Purchase) Motor - Lifecycle

*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

The Fox River is a shipping channel; it is a requirement of the US Coast Guard that the bridge remain operable to allow vessel navigation to and from the channel. Public Works is rehabilitating the existing hydraulic mechanical equipment for the Ray Nitschke Memorial Bridge which has reached the end of its service life. As part of the rehabilitation efforts the Department is procuring replacement hydraulic motors and components to modify a motor to serve as a shaft extension. An existing motor will be inspected and repaired by the manufacturer to serve as spare equipment. The existing hydraulic motors are Poclain motors. There is no shelf ready comparable model and there is a significant lead time for fabrication of the equipment. Incorporation of the same equipment will maintain familiarity of the system for operations and maintenance and avoid costly redesign to accommodate an alternate manufacturer. The City requested competitive quotes from the manufacturer's two distributors who service this region; only one distributor submitted a quote.

Approvals:

Requestor: _____

Date: _____

Department Head: _____

Date: _____

Purchasing Manager: _____

Date: _____



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # N.5

To approve the request by Department of Public Works to enter into a Professional Services Agreement with NorthStar Environmental Testing, LLC for Indoor Air Quality & Hazardous Materials Assessment services in the amount of \$25,472.00.

BACKGROUND

The Police Station is under review for potential renovations and HVAC upgrades. An Indoor Air Quality and Hazardous Materials Assessment is requested to determine potential design considerations and/or additional costs for addressing air quality and hazardous materials. The City solicited Proposals from qualified environmental consultants and received one proposal.

RECOMMENDATION

Award contract to NorthStar Environmental Testing, LLC for Indoor Air Quality and Hazardous Materials Assessment.

FISCAL IMPACT

Funding for environmental work at the Police Station was requested and approved in the 2023 CIP; this proposal falls within the requested amount.

ATTACHMENTS

- I. NorthStar Environmental PROPOSAL_Police Station IAQ & HazMat

COST PROPOSAL: ***Indoor Air Quality & Hazardous Materials Assessment***

City of Green Bay Department of Public Works

Services:

Indoor Air Quality Assessment:
(Radon, Microbial, Bacteria, VOC's,
Propylene Glycol and Hazardous Substances Identification)
Hazardous Materials Assessment:
(Asbestos and Lead-Based Paint Inspections)

Proposal Date: February 12, 2024

Central Wisconsin
715.693.6112

Fox Cities
920.422.4888

Madison
608.827.6761

Sheboygan
920.422.4888



Corporate Office:
1006 Western Avenue
Mosinee, WI 54455
Tel: 715.693.6112
Info@NorthStarTesting.com

Fox Cities Branch:
1907 American Drive
Suite A3
Neenah, WI 54956
Tel: 920.422.4888

Madison Branch:
1320 Mendota Street
Suite 120
Madison, WI 53714
Tel: 608.827.6761

Sheboygan Branch:
2109 Erie Avenue
Suite 103
Sheboygan, WI 53081
Tel: 920.422.4888

Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

February 12, 2024

City of Green Bay
Department of Public Works
c/o Steven Grenier
100 North Jefferson Street
Green Bay, WI 54301

Project:	Indoor Air Quality and Hazardous Materials Assessment
Site:	Police Station 307 South Adams Street Green Bay, WI 54301

NorthStar Environmental Testing, LLC (NorthStar) is excited to work with the City of Green Bay Department of Public Works to assess and help solve current and future environmental concerns within their facility. NorthStar and our professional staff have worked consistently with many different entities (commercial, industrial, municipal, educational, etc.) in providing timely responses to a variety of environmental issues.

We consistently establish good working relationships with our clients and are sensitive to their environmental concerns and issues within their facilities. We work hard to keep our clients safe and in compliance with local, state, and federal regulations.

We are pleased to provide this cost estimate for Indoor Air Quality and Hazardous Materials Assessment.

Prepared by:
NorthStar Environmental Testing, LLC.
1006 Western Avenue
Mosinee, WI 54455
715.693.6112

Sincerely,

NorthStar Environmental Testing, LLC.

David Barrett
Owner, Senior Project Manager

Larry Pawlus
Project Manager



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Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

February 12, 2024

City of Green Bay Dept. of Public Works
c/o Steven Grenier
100 North Jefferson Street
Green Bay, WI 54301

Cost Proposal:	City of Green Bay Police Station Indoor Air Quality & Hazardous Materials Assessment
Subject:	Statement of Qualifications: Environmental Testing and Consulting Services

INTRODUCTION & COMPANY HISTORY:

NorthStar Environmental Testing, LLC (NorthStar) and our professional staff have worked consistently with many different entities (commercial, industrial, municipal, educational, etc.) in providing timely responses to a variety of environmental issues.

NorthStar is a full service Asbestos, Lead and Industrial Hygiene testing company specializing in indoor environmental concerns such as **Asbestos, Lead Paint, Hazardous Materials, Microbial Investigations, Exposure Monitoring and Industrial Hygiene Sampling**. We provide a practical, economical and common sense approach in providing solutions to building owners for environmental matters.

NorthStar maintains offices throughout the State of Wisconsin including a Fox Cities office (Appleton/Neenah), a Central Wisconsin office in Mosinee (Wausau area), a Madison office and our Sheboygan office. We feel it is extremely important to provide a local contact and immediate response capability should the need arise for any of our clients and we have a great reputation for providing much faster than average response times due to our locations throughout the state.

We do not perform or offer to perform remediation or abatement services nor are we affiliated with any company that does provide those services, thereby maintaining conflict free and unbiased inspection and consulting services.

We are fully accredited by the State of Wisconsin for asbestos and lead paint services; Wisconsin Department of Health accreditation number 925800. We have additional certifications in Illinois, Indiana, Michigan and Minnesota to respond as necessary to our client's extended location needs. We carry full general, professional liability and workers compensation insurance. Our staff is widely respected in the industry and has vast experience in environmental inspections and project management for locations throughout the Midwest.

Proposal Specific Requested Items (referenced on page 5, 6, 7 of RFP):

IV. 3. B. Scope of Work: NorthStar views and understands that the scope of work for this proposed task is to provide environmental related testing and assessment to gather data that will be used to help formulate actions to improve air quality with the facility. There are several contributing factors that have lead to concerns regarding air quality: various department processes, roof and plumbing leaks and an aging mechanical system. All of these will be considered during our assessment.

A secondary scope item will be the investigation for asbestos and lead paint to provide data that will be used in planning of future renovation. The original construction date of 1969 ensures that asbestos and lead paint is likely to be present within the building. Our assessment will locate, identify and inventory this presence.

IV. 3. C. Qualifications: See also the attached Project History and Staff Qualifications pages. NorthStar is accredited by the Wisconsin Department of Health and an Asbestos and Lead Company; accreditation number 925800 (certificate available upon request, and also included as supporting documentation with any of our testing project reports).

3. C. i. - NorthStar was started in 2009 by our owner Dave Barrett who is a 33 plus year industry leader in industrial hygiene services. No ownership changes have occurred during our history.

3. C. ii. – We perform related industrial hygiene testing and assessment on a daily basis. See our attached project history document for a list of related projects. References are listed separately.

3. C. iii. – Cost and budget is carefully considered during the proposal stage based on relevant experience. As additional items come up during the project, we are careful to discuss possible additional costs with our clients.

3. C. iv. - For Green Bay area projects, work will be directed by Dustin Gaede, Project Manager at our Neenah Office. Dave Barrett, Senior Project Manager (and Owner) will provide project consulting and final report review. Key staff during the project may also include Jared Fahrenkrug and Larry Pawlus (see company resume for detail). Each of our field staff have extensive experience in industrial hygiene related tasks.

3. C. v. – Subcontracting would be limited to laboratories that we utilize for sample analysis including:

Eurofins CEI (asbestos PLM bulk, TEM air, microbial, bacteria)

EMSL Analytical (asbestos)

Accurate Analytical Testing (lead paint)

SGS Galson Labs (variety of industrial hygiene analysis)

AccuStar Labs (radon analysis)

NorthStar performs both in-house and on-site asbestos PCM analysis with our NIOSH 582 trained technicians.

IV. 3. D. Labor Hours:

Estimated labor hours are based on previous projects that were similar in scope. Our cost estimation is based on 30 plus years of relevant experience.

IV. 3. E. Project Schedule:

March 4 - 8, 2024: Perform site assessment for asbestos and lead paint. Samples submitted to laboratory for 3-5 day turn around analysis. Follow up site testing as needed to further confirm and quantify asbestos and lead painted materials.

March 11: Perform microbial and bacteria assessment and testing. Samples submitted to laboratory for 3 day turn around analysis.

March 12 – 15, 2024: Perform industrial hygiene sampling including Radon, VOC, Glycol, etc. Samples submitted to laboratory for 5-10 day turn around analysis.

March 18 – 22, 2024: Receipt and review of analytical data. Initiate technical report. Interface with client with verbal discussion of results.

March 25 – 29, 2024: Return visit to the site for follow up assessment or quantification as necessary based on sampling data.

April 1, 2024: Submit report to City of Green Bay Public Works.

IV. 3. F. Conflict of Interest:

Northstar has no financial, business, or other relationship with the City of Green Bay that would have an impact on this contract. By the nature of our consulting business, we hold ourselves unbiased and third party in nature and do not place favor with any contractors related to environmental services.

IV. 3. G. Cost / Fees and Invoicing:

The work will be performed on a time-and-materials basis. NorthStar will not exceed the authorized amount without discussion with the Client and without prior written approval. Additionally, budgets are estimates and we reserve the right to reallocate budget between the services listed for actual work performed but will not exceed the total contract without written approval. Proposed costs are estimated and actual project costs will be invoiced dependent upon the actual number of samples analyzed.

The cost estimate for the project is based on the following fee schedule for testing services:

Testing Services:	Unit Rate:
Hourly Technician – (mon-fri 7am to 5pm)	\$85.00 per hour
Hourly Technician – (overtime, after 5pm, weekend)	\$105.00 per hour
Project Manager / Reporting / Documentation	\$95.00 per hour
Project Reporting / Clerical	\$75.00 per hour
Mileage Fee for Site Mobilization	\$0.70 per mile

Sample Analysis Fees:	Turn-Around Time:	Rate/Sample:
Asbestos Bulk Analysis	3-5 day	\$14.00
Asbestos Bulk Analysis (rush)	next day	\$28.00
Asbestos Bulk Point Count	3-5 day	\$65.00
Lead Paint Chip	3-5 day	\$14.00
Microbial Air/Surface	3-5 day	\$65.00
Bacteria Air Sample (agar plate)	14 day	\$95.00
Radon	5 day	\$24.00
Propylene Glycol	10 day	\$134.00
VOC – Total Hydrocarbon	10 day	\$145.00

IV. 3. H. Insurance Requirements:

NorthStar currently maintains Workers Compensation (\$1,000,000), Commercial General Liability (\$2,000,000), and Automobile Liability (\$1,000,000) insurance. See attached sample certificate.

ESTIMATED COSTS: Indoor Air Quality & Hazardous Materials Assessment

1) Indoor Air Quality Assessment Costs:

Radon Testing:



- Site visit for placing radon short-term (72-hour) monitoring canisters.
- Testing will utilize “Protocols for Radon and Radon Decay Product Measurements” (EPA Method #402-R-92-00).
- Collection of radon canisters and laboratory analysis (or electronic monitoring as an alternative).
- Preparation of a final report detailing general site conditions, photographs, laboratory sample results, and applicable recommendations.

Laboratory Analysis:

Radon Sample

(7 day turnaround; 4-6 samples @ \$24 ea) **\$96 to \$144**

Microbial (Mold)/Bacteria Inspection:



- Site visit for a visual assessment of accessible and applicable spaces to identify the presence of suspect visible microbial activity and potential conditions contributing to growth or air quality concerns.
- Evaluation of substrate moisture, temperature and humidity in suspect areas.
- Infrared temperature assessment, as necessary, of suspect areas.
- Collection of air and/or surface samples and laboratory analysis.
- Preparation of a final report detailing general site conditions, photographs, laboratory sample results, and applicable recommendations.

Laboratory Analysis:

Mold Air/Surface Sample

(5 day turnaround; 12-15 samples @ \$65 ea.)

\$780 to \$975

Bacteria Air Sample

(14 day turnaround; 12-15 samples @ \$95 ea.)

\$1,140 to \$1,425

1) Indoor Air Quality Assessment Costs: (continued)

VOC & Glycol Monitoring:



- Site specific airborne exposure assessment and monitoring.
- Exposure assessments will be tailored to VOC and Glycol hazards.
- Collection of applicable samples and laboratory analysis.
- Preparation of a final report detailing general site conditions, photographs, laboratory sample results and applicable recommendations.

Laboratory Analysis:

VOC Total Hydrocarbon	(10 day turnaround; (8-12 samples @ \$145 ea)	<u>\$1,160 to \$1,740</u>
Propylene Glycol Sample	(10 day turnaround; 8-12 samples @ \$134 ea)	<u>\$1,072 to \$1,608</u>

Identification of Hazardous Substances: :



-Visual assessment of chemicals used within the facility and reviewing of SDS sheets.

-Listing of the chemicals per Section 302 of the Federal Emergency Planning and Community Right-to-Know Act.

-Preparation of a final report detailing and inventory of chemicals found, photographs, and applicable recommendations.

Haz Mats Site Survey, Inventory & Reporting

\$1,280

Indoor Air Quality Assessment Cost: (for the above mentioned items)

Site Survey, Reporting & Mobilization (2 site days)

\$5,450 - \$5,950

Sub-Item Estimated Cost: \$10,978 to \$13,122

ESTIMATED COSTS: Indoor Air Quality & Hazardous Materials Assessment

2) Hazardous Materials Assessment:

Asbestos Inspection:



- Site visit for a building material survey to detect the presence of asbestos containing materials (ACM) from throughout accessible areas of the building prior to renovations.
- Bulk sampling of representative suspect interior and exterior ACM. Roofing materials and any electrical components will assumed as ACM and not tested.
- Sample analysis by a NVLAP accredited laboratory.
- Final report with an inventory of ACM type and estimated quantity.
- A building diagram, as supplied by the client, can be included to show room names used for sampling locations.
- All sampling procedures to be performed by a licensed asbestos inspector accredited by the State of Wisconsin.

Laboratory Analysis:

Asbestos Bulk by PLM (5 day turnaround; 160 - 200 samples @ \$14 ea) **\$2,240 to \$2,800**

Lead-Based Paint Inspection:



- Testing for the presence of lead-based paint for lead-safe work practices and for renovation/demolition/disposal/recycling issues using paint chip samples (recommend XRF testing for screening, confirmation of positive lead locations and cost savings).
- Representative testing locations will be chosen for each type of painted substrate throughout the work area.
- Sample analysis by a NLLAP accredited laboratory.
- Final report will include laboratory sample analysis data and an inventory of areas with confirmed lead-based paints.
- Testing will be performed by a State of Wisconsin accredited lead inspector/risk assessor.

Laboratory Analysis:

Lead Paint Chip (5 day turnaround; 80 - 120 samples @ \$14 ea) **\$1,120 to \$1,680**

Hazardous Materials Assessment & Inventory Cost: (for the above mentioned items)

Site Survey, Reporting & Mobilization

\$6,870 - \$7,870

Sub-Item Estimated Cost: \$10,230 to \$12,350

Project Total Estimated Cost: \$21,208 to \$25,472



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Appendix A: COMPANY EXPERIENCE / RESUME

Principal Consultants:

Dave Barrett – owner, senior project manager, industrial hygienist
asbestos inspector, supervisor, project designer, management planner
lead inspector, risk assessor
certified trainer – asbestos and lead disciplines
environmental consultant since 1990

Larry Pawlus – project manager & industrial hygienist
asbestos inspector & supervisor
lead inspector, risk assessor
certified trainer – asbestos and lead disciplines
environmental consultant since 1997

Field Staff:

James Gower
Andrew Schilling
Jared Fahrenkrug
Bruce Ten Haken
Dustin Gaede
Marshall Kaiser
Noah Lemanski

Entire Field Staff Trained In:
asbestos inspector & supervisor
lead inspector, lead risk assessor
industrial hygiene technician
microbial investigator

Administrative Staff:

Michelle Barrett	Office Manager
Shawna Stanczyk	Office Administrator (Mosinee Branch)
Ellie Mengel	Administrative Assistant

Detailed staff resumes available upon request.

Company Certifications:

Wisconsin Asbestos Company: CAP-925800 (expiration 08/01/2025)
Wisconsin Lead Company: DHS-925800 (expiration 08/01/2025)

Regulatory Compliance:

NorthStar has incurred no regulatory citations, notice of violation, or any other related issues during our 14 plus years of operation. We maintain good working relationships with regulatory agencies in all aspects of our project involvement. Staff at WDNR and WDHS are familiar with, respectful and complementary of NorthStar staff and our inspection and testing methodologies.



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Appendix B: COMPANY PROJECT HISTORY

Since our company's inception in 2009, NorthStar has provided Industrial Hygiene testing and assessment related services to a significant number of clients throughout Wisconsin. Our client list is continually growing through previous client reference.

Kwik Trip – Throughout WI - Ongoing

Tomah VA Medical Center – Tomah, WI – Ongoing

Appleton Area School District – Appleton, WI – Ongoing

Greater Fox Cities Area Habitat for Humanity – Menasha, WI – Ongoing

City of Madison – Madison, WI – Ongoing

Lambeau Field (Miron Construction) – Green Bay, WI – May 2023

Wisconsin Public Service – Chilton, WI – May 2023

Marshfield Clinic – Juneau, WI – May 2023

University of Wisconsin Green Bay – Green Bay, WI – May 2023

Green Bay Correctional Institution – Allouez, WI – April 2023

Aurora Hospital – Sheboygan, WI – January 2023

Wisconsin Power & Light – Sheboygan, WI – December 2022

Wisconsin Timber Rattler's Stadium – Appleton, WI – August 2022

Bergstrom Automotive – Appleton, WI – August 2022

Menominee Indian School District – Keshena, WI – February 2022

Kohl's Department Stores – Throughout WI – January 2022

Milwaukee Brewers (BBJ) – Milwaukee, WI – June 2021

Projects included the following services:

- Asbestos Inspections and Testing (pre-renovation or pre-demolition)
- AHERA Project Design & Project Management (for school related abatement projects)
- Asbestos Clearance Sampling (post-abatement; TEM and PCM)
- Lead-Based Paint Inspection (utilizing XRF technology with paint chip confirmation)
- Lead-Based Paint Project Clearance
- Indoor Air Quality Investigation (mold, VOC, general assessment and testing)
- Industrial Hygiene Testing and Monitoring

Appendix C: Reference List

List names and contact information of references for work completed for like size public employers in the last 3 years.

Company Name: Green Bay Area Public Schools

Address: 200 South Broadway Green Bay, WI 54303

Contact Person: Paul Mleziva Title:

Email: pwmleziva@gbapsd.org

Telephone Number: 920.448.2180

Company Name: Appleton Area School District

Address: 521 North Morrison Street Appleton, WI 54911

Contact Person: Mark Hansel Title: Executive Director of Operations

Email: hanselmark@aasd.k12.wi.us

Telephone Number: 920.852.5326 ext 62018

Company Name: Marathon County Planning

Address: 1000 Lakeview Drive Suite 300 Wausau, WI 54403

Contact Person: Troy Torgerson Title: Facilities Manager

Email: troy.torgerson@co.marathon.wi.us

Telephone Number: 715.261.6980

Appendix D: Subcontractor List

Company Name: Accurate Analytical

Address: 3010 Beverly Road, Romulus, MI 48174

Contact Person: Andrew Theys Title: Director

Email: customersupport@accurate-test.biz

Telephone Number: 734.629.8161

Company Name: AccurStar Labs

Address: 2 Saber Way, Ward Hill, MA 01835

Contact Person: Mark Fearis Title: VP Engineering

Email: customerservices@accustarlabs.com

Telephone Number: 888.480.8812

Company Name: EuroFins CEI

Address: 730 Maynard Road, Cary, NC 27511

Contact Person: Dr. Tianbao Bai Title: Lab Director

Email: tainbao.bai@eurofinsus.com

Telephone Number: 919.481.1413

Company Name: SGS Galson

Address: 6601 Kirkville Road, East Syracuse, NY 13057

Contact Person: Patty Gregorich Title: Client Services

Email: patricia.gregorich@sgs.com

Telephone Number: 315.432.5227

Appendix E: Example Insurance Certification



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cordova Insurance Agency 716 E 2nd St Merrill WI 54452		CONTACT NAME: Jeremy Cordova PHONE (A/C, No, Ext): 715-536-9576 FAX (A/C, No): 715-539-3349 E-MAIL ADDRESS: jeremy.cordova@cordovaagency.com	
INSURED NorthStar Environmental Testing LLC 1006 Western Ave Mosinee WI 54455		INSURER(S) AFFORDING COVERAGE INSURER A: Guideone National Insurance Co. INSURER B: Partners Mutual Insurance Co. INSURER C: Employers Preferred Insurance INSURER D: INSURER E: INSURER F:	
		NAIC # 13439 10346	

COVERAGES **CERTIFICATE NUMBER:** 1113047752 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:		ENV562013386-00	3/19/2023	3/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		AZ92005207	3/19/2023	3/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000/1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		ENV562013397-00	3/19/2023	3/19/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	EIG261564405	3/19/2023	3/19/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Pollution Liability		ENV562013386-00	3/19/2023	3/19/2024	Professional Liab. \$1Mil/\$2Mil Pollution Liab. \$1Mil/\$2Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER EXAMPLE CERTIFICATE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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ACORD 25 (2016/03)

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Appendix F: Company Certification

NORTHSTAR ENVIRONMENTAL TESTING LLC
1006 WESTERN AVE, MOSINEE, WI 54455-1530 | (715) 693-6112

is a

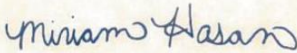
Certified Asbestos Company
DHS ID 925800

under Wisconsin Admin. Code ch. DHS 159.

Issued Date: May 30, 2023
Expiration Date: August 1, 2025

COPY




Miriam Hasan
Supervisor, Lead & Asbestos Certification Unit

Wisconsin Department of Health Services
1 W Wilson Street
Madison, WI 53701
608-261-6876 | dhsasbestoslead@dhs.wisconsin.gov

NORTHSTAR ENVIRONMENTAL TESTING LLC
1006 WESTERN AVE, MOSINEE, WI 54455-1530 | (715) 693-6112

is a

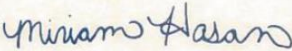
Certified Lead Company
DHS ID 925800

under Wisconsin Admin. Code ch. DHS 163.

Issued Date: May 30, 2023
Expiration Date: August 1, 2025

COPY




Miriam Hasan
Supervisor, Lead & Asbestos Certification Unit

Wisconsin Department of Health Services
1 W Wilson Street
Madison, WI 53701
608-261-6876 | dhsasbestoslead@dhs.wisconsin.gov



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # N.6

To approve the request by Department of Public Works to enter into a State/Municipal Financial Agreement (SMFA) for Project ID 370-30-63, Signals and ITS Standalone Program for traffic signal upgrades along West Mason Street from Hinkle Street to Country Club Road.

BACKGROUND

The Wisconsin Department of Transportation (WisDOT) and City of Green Bay (City) have been collaboratively working on safety improvements along West Mason Street between Hinkle Street and Country Club Road. As part of this initiative, WisDOT is making geometric changes to the signalized intersections, providing positive offset left turn accommodations. This work is being funded under a Highway Safety Improvement Project (HSIP) grant. With the modifications to the geometrics, signal upgrades are required, both due to obsolescence of the signal equipment as well as changes needed to signal hardware resulting from lane configurations. City staff has applied for a Signal and ITS Standalone Program (SISP) grant, which will reimburse the City 90% of the cost of the signal upgrades, to a maximum cost of \$1,125,000.

RECOMMENDATION

Staff recommends to approve the request to enter into a SMFA with WisDOT for Project ID 3700-30-63, Signals and ITS Standalone Program for traffic signal upgrades along West Mason Street from Hinkle Street to Country Club Road, and authorize the Director to execute the Agreement.

FISCAL IMPACT

This agreement carries a financial commitment of \$125,000 from the City of Green Bay, which will come from the 2025 Capital Improvement Program.

ATTACHMENTS

- I. 37003063_C OF GREEN BAY WIS 54 CORRIDOR SMFA ORIGINAL DRAFT 01042024



**Original
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A SIGNALS &
ITS STANDALONE PROGRAM
PROJECT**

Date: January 4, 2024

I.D.: 3700-30-63

Road Name: Wis 54

Title: City of Green Bay, Mason Street

Limits: WIS 54 & Hinkle Street - Country Club
Road

County: Brown

Roadway Length: 1.0 mile

The signatory **city of Green Bay**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signals is outdated and obsolete.

Proposed Improvement - Nature of work: The work shall consist of the signal rehabilitation upgrades at 4 signalized intersections along a Connecting Highway (WIS 54, W Mason St, Hinkle Street, Isbell Street, Packerland Drive and Country Club Road. The city will evaluate the ability to reuse existing underground conduit if it is still intact after 20 plus years of age and not currently in use by interconnecting those signals with fiber cable. Items include traffic signal controllers & cabinets; traffic signal cable; fiber optic cable; electrical wire; vehicle detection systems; pull boxes; rigid non-metallic conduit; removing pull boxes; removing bases; removing & replacing curb ramps, concrete curb & gutter, and sidewalk (where impacted by signal system reconstruction); and other related items incidental to signal rehabilitation and fiber interconnect.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

Phase	Est. Cost	Funds	%	Funds	%
ID 3700-30-63	\$ 1,250,000	\$ 1,125,000	90%	\$ 125,000	10%
Total Cost Distribution	\$ 1,250,000	\$ 1,125,000	90%	\$ 125,000	10%
*Construction ID 3700-30-63 state funding is limited to \$1,125,000 (State fiscal year 2025)					

Page 1 of 4

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the city of Green Bay (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name	Title
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the

Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

Page 2 of 4

- (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (d) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (e) Conditioning, if required, and maintenance of detour routes.
 - (f) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
 - (g) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the state and shall make ample provision for such maintenance each year.

- (h) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.

4. State Disbursements:

- (a) Payment by the State to the Municipality shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
- (b) A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Municipality shall refund to the State upon demand a sum equal to the overpayment.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

7. Basis for local participation:

- (a) Construction: Cost for construction are 90% Federal/State and 10% Municipal up to a maximum of \$1,250,000. Any overages shall be funded by the Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # N.7

To approve the request by Department of Public Works to enter into a Professional Services Agreement with Moss Associates, LLC for negotiating real estate acquisition for the Country Club Road project in the estimated amount of \$21,600.00.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # N.8

To approve the request by Department of Public Works to award 2024-2025 Material Testing Contract to American Engineering Testing on an as-needed basis with fees calculated using time and material rates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024-2025 Materials Testing Services Recommendation JM



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

100 N. Jefferson Street, Room 300
Green Bay, WI 54301
Tel (920) 448-3100
Fax (920) 448-3102

2024-2025 Material Testing Consultant Proposal Review

Consultants the City solicited:

American Engineering Testing
Bay Area Testing
Coleman Engineering
ECS Midwest
Westwood

Comments:

- ⊕ ECS Midwest, and American Engineering Testing, submitted proposals and were evaluated on the task the City Requests most and most frequent billed item for the past years I have been responsible for materials testing. I created a chart of tasks and requirements the City would be using. The Chart summarizes the costs, and the highlighted yellow cell is the least expensive company. Overall American Engineering Testing had the least expensive costs on comparable items like testing. They also had the ability to have welding inspection which the other firms would have to hire out for this. The City has used this in the most recent past and find it something we need to make sure is available.

Recommendation:

Based on the combination of my evaluation form and their costs provided I would recommend American Engineering Testing to be the City of Green Bay's material testing consultant for the 2024-2025 construction seasons.

Respectfully Submitted: Jenifer McCatney Date: 3/4/2024



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # N.9

To approve the request by Department of Public Works to award design services contracts to Graef in the amount of \$77,686.00 for the rehabilitation of the Danz Avenue Bridge over Baird Creek, B-5-058, and \$75,501.00 for the rehabilitation of the Seventh Street Bridge over Beaver Dam Creek, P-5-718.

BACKGROUND

The Danz Avenue Bridge over Baird Creek, B-5-058, was originally constructed in 1962. The bridge is a single span flat slab with concrete abutments. To improve driving conditions and prolong the useable service life of the structure, Public Works is seeking rehabilitation recommendations to address the deck wearing surface which has widespread areas of cracking, debonding and spalling.

The Seventh Street Bridge over Beaver Dam Creek, P-5-718, was originally constructed in 1968. The single span bridge comprises of eighteen (18) prestressed concrete channel beams overlaid with varying depths of concrete supported by concrete plank and HP pile abutments. To improve driving conditions and prolong the useable service life of the structure, Public Works is seeking rehabilitation recommendations to address the deck wearing surface and approach slabs. The deck wearing surface has pitting throughout and full-length longitudinal cracks at most channel beam connections and the deck approaches have settled and are causing damage to the edges of the bridge deck.

RECOMMENDATION

Public Works solicited consultant proposals from 13 firms to design the rehabilitation for the bridges. Proposals were reviewed based on a combination of qualifications, strength of team, and costs. Public Works is recommending the award of a professional services contract for the design of the bridge rehabilitations to Graef the lowest responsive bidder.

FISCAL IMPACT

Design funds were included in the approved 2024 CIP.

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY**AGENDA ITEM # N.10**

To receive and place on file the award of a design services contract for the structural rehabilitation of the Ray Nitschke Memorial Bridge to Modjeski and Masters in the amount of \$348,412.00.

BACKGROUND

The Ray Nitschke Memorial Bridge was originally constructed in 1998; structural components of the bridge including the steel coating system and expansion joints are approaching the end of their usable service life and require repair. Structural rehabilitation of the bridge will prolong the overall service life of the structure. Public Works requested and reviewed consultant proposals to complete the design of the structural rehabilitation.

RECOMMENDATION

Public Works solicited consultant proposals from eight firms to design the structural rehabilitation for the bridge. Due to a compressed time frame to complete the design Public Works requested an award at staff level during the 2/28/24 I&S meeting to escalate the award of the contract to begin the design as soon as possible. Proposals were reviewed and an award was made based on a combination of qualifications, strength of team, and costs.

FISCAL IMPACT

Phase I design funding was included in the approved 2024 CIP; Phase 2 design funding will be included in the 2025 CIP request.

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # N.I I

To approve the request by Department of Public Works Utility Division to award purchase of a Toyota RAV4 Hybrid from LeMieux and Son, Inc. for the purchase price of \$34,769.00.

BACKGROUND

The purchase of this vehicle will allow the Utility Division to transfer a currently leased ½ ton pickup truck, LI165, to the Sewer Section. This will allow the Sewer Section to retire vehicle 257, a 2011 Ford Transit Connect for performing locates and carrying equipment to various job locations throughout the City.

RECOMMENDATION

FISCAL IMPACT

Funding for this purchase is available in the equipment fund accounts for the Stormwater and Sanitary Sewer Utilities, \$34,769.

ATTACHMENTS

1. Letter of Intent Rav4 - LeMieux 2-2024 DPW
2. 2024-10 Toyota LeMieux & Son, Inc.
3. Hybrid SUV Req background and recommendation 3-6-24



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

Phone 920.448.3047
Fax 920.448.3050

2/29/2024

RE: Notice of Intent to Award
RFP # 2024-10 Crossover Vehicle XLE AWD

Dear Sir/Madam:

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

The City of Green Bay Department of Public Works is recommending awarding the Crossover Vehicle XLE AWD to Toyota LeMieux & Son, Inc. In the amount of \$34,769.

The recommended award will be brought for approval before the next Improvement and Services Committee meeting scheduled for March 13, 2024 at 5pm.

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

Please see the summary of bids received for this project.

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

Sincerely,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

Attachment

CC: Nathan Wachtendonk
CC: Steve Grenier

CITY OF GREEN BAY BID SUMMARY
RFB# 2024-10 Crossover Vehicle XLE AWD
ISSUED: 2/14/2024 DUE: 2/29/2024
CC: 99894, 07180

	VENDOR #1	VENDOR #2
	Toyota LeMieux & Son, Inc.	All World Ford
DESCRIPTION	COST	COST
2024 Toyota RAVE 4Hybird	\$34,769.00	N/A
2023 Ford Escape	N/A	\$39,086.00
Vendor's Proposed Cost of Project:	\$34,769.00	\$39,086.00

Recommendation: Is to award the lowest responsive, responsible vendor Toyota LeMieux & Son, Inc. for the amount of \$34,769.00

City of Green Bay

100 N. Jefferson St., Room 101, Green Bay, WI 54301

REQUEST FOR QUOTATION CC: Vehicle 2024-10

Date Issued:	02/13/2024	Due Date:	02/29/2024 2 P.M. CST
Vendor:	Perspective	From:	City of Green Bay
Attn:	Thomas Walenski	City Dept:	Department of Public Works
Email:	THOMAS.WALENSKI@GREENBAYWI.GOV	Voice #:	920-448-3751 Nathan

Response to this request is required to be on this or an attached specification / worksheet. Additional information may be attached. The City of Green Bay reserves the right to reject any and all quotations or to waive any technicality and accept any quotations that is deemed to be in the best interest of the City. Purchases are Wisconsin Sales and Federal tax-exempt. Prices are to include all delivery charges. **FOB: Green Bay, WI.**

Items may be awarded individually by line. The successful vendor will be required to provide proof of required insurance coverage to the City of Green Bay's Risk Management Division prior to the start of work. The vendor MAY be required to name the City as an additional insured. Vendors may submit quotes to Demandstar or Mail Quotes to 100 N. Jefferson Room 101 Green Bay Wi. 54301 - Sealed Envelope Labeled 2024-10 Hybrid Crossover Vehicle Due Date 2/29/2024 2pm Cst.

QTY	UOM	DESCRIPTION of MATERIALS AND/OR SERVICE	UNIT PRICE	TOTAL
1	EA	Purchase New Crossover Hybrid 2024 XLE AWD		34,585
		Registration Fees		184
		SUB-TOTAL: Prices are to include all delivery charges, FOB: Green Bay, WI		34769

QUOTE INSIDE DELIVERY for materials listed.

WARRANTY: 3/36 Comp 5/60 Driveline 10/150 Hybrid battery

LEAD-TIME:

PAYMENT TERMS (INCLUDE DISCOUNTS FOR EARLY PMT):

STATE IF COMPANY ACCEPTS PAYMENT BY CREDIT CARD: YES or NO

VENDOR'S SIGNATURE & INFORMATION:

Vendor Full Legal Co. Name:	Lemieux & Son, Inc.
Complete Address, City, ST, Zip:	2550 S. Oneida St. G.B. WI 54304
Bidders Contact Name & Title (Print):	Mason Schneider, Sales Rep
Authorized Signature:	
Phone # & Fax#:	920-496-2200 920-496-2214
Date:	2-27-24
Taxpayer I.D. Number:	39-1043132
E-mail Address:	MASON@LEMIEUXTOYOTA.COM

LeMIEUX *...the best!* TOYOTA

2550 So. Oneida St - Green Bay, WI 54304 - (920)496-2200 - LeMieuxToyota.com

BUYER		CO-BUYER	Deal #: 86157
CITY OF GREEN BAY :50349			Deal Type: Retail
519 S ONEIDA ST			Date: 02/13/2024
GREEN BAY, BROWN, WI 54304			Time: 05:27pm
Cell #: (920) 492-3751		Salesperson: MASON SCHNEIDER	
Email:			
VEHICLE			
New ☒	Stock #:	Description:	VIN:
Used ☐	54811	2024 TOYOTA RAV4 HYBRID	2T3RWRV0RW210734
Demo ☐			Mileage: Plate #:
TRADE			
MSRP:		\$ 34,585.00	
Sale Price:		\$ 34,585.00	
Total Trade Allowance:		\$ 0.00	
Service Fee:		\$ 0.00	
State & Local Taxes:		\$ 0.00	
Total License and Fees:		\$ 184.00	
Total Cash Price:		\$ 34,769.00	
Total Trade Payoff:		\$ 0.00	
Cash Down Payment:		\$ 0.00	
Total:		\$ 34,769.00	
PAYMENTS			
Option 1: (retail)			
Cash			

X

Buyer

X

Dealer

Request Request

To: Beth Nadolski Spears
Public Works Supervisor

From: Nathan Wachtendonk
Fleet Manager

Date: March 6, 2024

Re: Mid-sized Hybrid SUV



Item: Toyota Rav4 Hybrid SUV

Cost: \$34,769

Vendor: LeMieux and Sons, INC

Account# 428520-55150 (50%) and 429525 49220 (50%)

Delivery: Department will pick up at dealer.

Background:

DPW-Utility Division has a need for a mid-size vehicle for engineering related field work and Utility Manager duties. The purchase of this vehicle will allow the Utility Division to transfer a currently leased ½ ton pickup truck, L1165, to the Sewer Section. This will allow the Sewer Section to retire vehicle 257, a 2011 Ford Transit Connect for performing locates and carrying equipment to various job locations through the City. Funding for this purchase is available in the equipment fund accounts for the Stormwater and Sanitary Sewer Utilities.

Recommendation:

The City received (2) quotes in reference to RFB#2024-10, after in-depth review, I recommend purchasing a Toyota Rav4 Hybrid from LeMieux and Son, Inc for the purchase price of \$34,769 which includes driver familiarity and warranty.



Report to the
**Improvement and Service Committee
of the City of Green Bay**

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # N.12

To approve the request by Department of Public Works to award a design services contract to McMahon in the amount of \$67,995.00 for the design of the replacement of the Grandview Road Bridge over Baird Creek, P-5-728.

BACKGROUND

- The Grandview Road Bridge over Baird Creek, P-5-728 was originally constructed in 1970. The bridge is comprised of a single span of prestressed concrete girder box beams with bituminous overlay over timber abutments and timber wingwalls. The timber substructure of the bridge continues to decay. It is cost prohibitive to rehabilitate the existing structure to address the decay; therefore, the structure requires replacement before the decay approaches a level that deems the structure unsafe for use.

RECOMMENDATION

Public Works solicited consultant proposals from 13 firms to design a replacement for the bridge. Proposals were reviewed based on a combination of qualifications, strength of team, and costs. Public Works is recommending the award of a professional services contract for the design of the bridge replacement to McMahon the lowest responsive bidder.

FISCAL IMPACT

Design funds were included in the approved 2024 CIP.

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # N.13

To approve the request by Department of Public Works to award the following contracts at a staff level and report the awarded contractor at the next Improvement and Services Committee meeting:

- a. SEWERS X-24 (MINI-SEWERS)
- b. SEWERS X-24 (SEWER REPAIR)
- c. SEWERS X-24 (MINI-SEWERS)
- d. SEWERS X-24 BARINA STORMWATER POND DREDGING
- e. ASPHALT PAVING 2024
- f. RESURFACING 1-24
- g. RESURFACING 2-24
- h. PAVEMENT X-24 (S. MAPLE AVENUE)
- i. PAVEMENT X-24 (FINGER ROAD)
- j. PAVEMENT X-24 (WOODLAWN AVENUE)
- k. PAVEMENT X-24 (CASS STREET)

BACKGROUND

Due to the intended bidding schedules, anticipated construction timelines, and the schedule of Committee and Council Meetings, it is necessary for the Department of Public Works to begin construction as soon as practical.

RECOMMENDATION

To approve the Department of Public Works to award the listed contracts at staff level and report the award at the next Improvement and Services Committee Meeting following each contract award.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # N.14

To receive and place on file the actions taken by the Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. Brian's Quality Concrete, Inc.
- b. Co Contracting LLC
- c. Royal Flush Plumbing
- d. Tilson Technology Management, Inc.

2. Tree & Brush Trimmer

- a. Co Contracting LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # N.15

To approve the request by Department of Public Works to award contract PAVEMENT REPAIR 2024 to AI Dix Concrete Inc. in the amount of \$2,030,500.00.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUESTCDN_Projects Bid Results PAVEMENT REPAIR 2024

PAVEMENT REPAIR 2024

Quest Number: 8984944

Closing Date: Tue, 03/05/2024 02:00 PM CST

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Robbie Woldt
Email:	robbie.woldt@greenbaywi.gov
Phone:	920-448-3109
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Al Dix Concrete Inc	Dylan Dix	920-766-4344	dixconcrete@yahoo.com	\$ 2,030,500.00		
Highway Landscapers, Inc.	Nick Wilfert	920-759-1701	nwilfert@highway.email	\$ 2,169,650.00		



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # N.16

To approve the request by Department of Public Works to award contract SIDEWALKS 2024 to Highway Landscapers, Inc. in the amount of \$1,344,065.00.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUESTCDN_Project Bid Results SIDEWALKS 2024

SIDEWALKS 2024

Quest Number: 8982849

Closing Date: Tue, 03/05/2024 02:00 PM CST

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Mark Wisneski
Email:	mark.wisneski@greenbaywi.gov
Phone:	920-448-3106
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Highway Landscapers, Inc.	Nick Wilfert	920-759-1701	nwilfert@highway.email	\$ 1,344,065.00		
Mc Donald Services LLC	Tim Keuken	924653230	Tim.k@cmmcdonald.com	\$ 1,512,628.95		
Al Dix Concrete Inc	Dylan Dix	920-766-4344	dixconcrete@yahoo.com	\$ 1,663,362.50		



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # N.17

To approve the request by Department of Public Works to approve an amendment to the Professional Services Agreement for Country Club Road with Ayres Associates, Inc. in the amount of \$5,700.00 to create the transfer instruments for the TLEs and order and review the Title Reports.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # O.I

To approve a change of agent for Creamery DT, LLC at 114 Pine St. to Scott Vann.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Wisconsin Responsible Beverage Server Training_32992470
2. 20240306_124308
3. CHANGE OF AGENT 114 PINE ST



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # O.2

To approve a liquor license application for a "Class A" Liquor and Class "A" Beer license for APG WI LLC at 1828 S. Ashland Ave. with a licensed premises description as "CONVENIENCE STORE-NEAR REGISTER, DISPLAY IN STORE, BACK ROOM STORAGE," subject to the approval of the proper authorities (Currently licensed as 7E Co Minnesota, LLC).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024.02.19 AT 115



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # O.3

To approve a request by Neo Beverages LLC at 1117 W. Mason St. to extend the issuance of the "Class A" Liquor and Class "A" Beer license until May 31, 2024 due to remodeling (Granted at the 1/17/2024 Common Council Meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 1117 W MASON EXTENSION REQUEST



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # O.4

To hold until the March 25 Protection & Policy Committee meeting a request by Vic Theatre Green Bay, LLC at 217 E. Walnut St. for an extension of the issuance of his liquor license to May 31, 2024.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 217 E Walnut Extension Request



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # O.5

To approve a request by Razz-Ma-Tazz of Green Bay, Inc. at 400 Schoen St. to amend their license premises description to include an outdoor patio.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. OUTDOOR PATIO REQUEST
2. 400 SCHOEN OUTDOOR PATIO PHOTOS











Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # O.6

To approve a request by RBI Acquisition LLC at 1560 Main St. to temporarily extend their license premises to their parking lot on June 16, July 14, and August 11.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. LIMITED EXPANSION OF LIQUOR LICENSE



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # O.7

To approve an appeal by Miguel King regarding the denial of his operator's license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. PXL_20240223_133652836 (I)
2. PXL_20240223_133642330 (I)
3. MIGUEL KING APPEAL FORM
4. PD LETTER/APPLICATION



Report to the
**Protection and Policy Committee
of the City of Green Bay**

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # O.8

To receive and place on file a communication from Ald. Scannell (District 7), for consideration with possible action to adopt in one reading an ordinance banning conversion or reparative therapy.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. D7 COMMUNICATION
2. D7 supplemental documentation

Jaime Fuge

From: Amaad Rivera
Sent: Thursday, March 7, 2024 3:11 PM
To: Jaime Fuge
Subject: FW: Online Form Submittal: Alders' Petitions and Communications



Amaad Rivera-Wagner
Chief of Staff
Office of Mayor Eric Genrich
920.448.3210 | www.greenbaywi.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, March 7, 2024 3:06 PM
To: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Amaad Rivera <Amaad.Rivera@greenbaywi.gov>
Subject: Online Form Submittal: Alders' Petitions and Communications

Alders' Petitions and Communications

Name	Randy Scannell
Committee Name	Protection and Policy Committee
Text of Communication	Consideration with possible action to adopt in one reading an ordinance banning conversion or reparative therapy.

Email not displaying correctly? [View it in your browser.](#)

Jaime Fuge

From: District Seven
Sent: Monday, March 11, 2024 12:02 PM
To: Jaime Fuge
Subject: Fwd: information for P&P packet

Thanks!

Randy

Get [Outlook for Android](#)

From: District Seven
Sent: Thursday, March 7, 2024 3:18:33 PM
To: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Lacey Cochart <Lacey.Cochart@greenbaywi.gov>
Subject: information for P&P packet

Good morning!

I have just put in the following communication: Consideration with possible action to adopt in one reading an ordinance banning conversion or reparative therapy.

If the following could be put in the agenda packet, I believe we can move quickly on this item. We do not need to reinvent the wheel here. If there are any changes to the language of the Racine's law that needs to be changed to reflect the language of our laws, perhaps that could be made before this is added to the packet or ready to amend at P&P.

Please contact me with any concerns or issues.

Thanks and have a superlative day!
Randy

ps I don't know why there are highlighted words. They can stay or go according to your wishes.

-
-
- **Racine's anti-conversion law**
-
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-
- **Definitions.**
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-
-

- The following words, terms and phrases, when used in this article, shall have
-
-

- the meanings given in this section, except where the context clearly indicates a different meaning.

- **Conversion** *therapy* means any counseling,

- practice or treatment performed or offered for a fee with the goal of changing an individual's sexual orientation or gender identity, including, but not limited to, efforts to change behaviors, gender identity, or gender expression, or to eliminate or reduce

- sexual or romantic attractions or feelings toward individuals of the same gender or sex.

- **Conversion** therapy does not include counseling

- that provides support and assistance to a person undergoing gender transition or counseling that provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, and development, including sexual orientation-neutral

interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change sexual orientation or gender identity.

-
-
- *Gender identity*

- and *sexual orientation* have the meanings: *Gender identity* means
-
-
-

- the actual or perceived gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics of an individual, regardless of the individual's

- designated sex at birth. *Sexual orientation* means an inherent or immutable enduring emotional, romantic, or sexual attraction

to other people.

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- *Minor* means any person who has not attained 18 years of age.
-
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-

- *Person* means any natural person, individual, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint stock association, or other entity or business organization.

- *Reparative therapy* has the same meaning as **conversion** therapy.

- **Prohibition.**

- It shall be unlawful for any person to provide **conversion** therapy or reparative therapy to a minor.

- **Penalty.**

Upon conviction, any person found to be in violation of this article shall forfeit an amount not less than \$1.00 or more than \$1,000.00 and costs of prosecution. For purposes of this section, each day a person is found to have practiced **conversion** therapy or reparative therapy shall be considered a separate violation.



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # O.9

To approve the amendment to GBMC 2-324(h) relating to solicitation of funds.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 08-24 Relating to Solicitation of Funds

GENERAL ORDINANCE NO. 08-24

AN ORDINANCE
AMENDING SECTION 2-324(H),
GREEN BAY MUNICIPAL CODE,
RELATING TO SOLICITATION OF FUNDS

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

SECTION 1. Section 2-324(h), Green Bay Municipal Code, is hereby amended to read:

(h) *Solicitation of funds.*

(1) **Unless exempt under,** no covered person shall solicit private donations or funds for any City-related purpose unless authorized to do so in their official capacity by ordinance, resolution, or rule of the City. Any covered person who receives funds for any City-related purpose shall file a report of the receipt and expenditure of such funds with the City Clerk within 30 days thereof. Nothing contained herein shall limit the statutory powers and authority of any public official, nor shall the provisions of this subsection prohibit the private solicitation of funds by any person or public official for any charitable, campaign, or other private purpose.

(2) **City employees may solicit private donations if all the following apply:**

- a. **The funds are to be used for a City project, event, or conference to be held within the City.**
- b. **The Department Director has approved the City employee to solicit.**

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

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this ____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

law

03/19/2024



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # O.10

Informational Only: Liquor Violation Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 23-24LiqVio 3.07.24
2. Comm Police P&P 03.07.24

2023/2024 LIQUOR VIOLATIONS

Subject's Name	Tavern Name And Address	Date/Type Violation	Status of Case
Maxwell C. Barnowsky 23-246542 W2023-374-144	Black Saddle 201 N. Washington St.	No Licensed Operator on the Premises (Owner)	Issued Written Warning
Dylan J. Weires 23-246542 W2023-792-006	Black Saddle 201 N. Washington St.	Loitering in a Licensed Premises after Hours	Issued Written Warning
Dylan J. Weires 23-247371 2324737181401	Black Saddle 201 N. Washington St.	Disorderly Conduct	Court Date: 10/30/23; Guilty; \$376
Nathaniel D. Maas 23-248994 2324899480801	Cock and Bull 1237 Main Street	Bartending without an Operator's License	Court Date: 11/6/23; Guilty, \$187
Scott M. Opolka 23-248994 2324899480802	Cock and Bull 1237 Main Street	Bartending without an Operator's License	Court Date: 11/6/23; Guilty by Default, \$187
Kendra C. Willis 23-248994 2324899480803	Cock and Bull 1237 Main St.	Bartending without an Operator's License	Court Date: 11/6/23; Guilty, \$187
Jason E. Charles 23-253930 W2023-557-087	Getaway Bar 631 Bellevue St.	Disorderly House/Failure to Maintain Order	Issued Written Warning
Randal G. Trembl 23-262321 2326232143901	Brewski's Bar 1100 S. Broadway Street	Violation of Stipulation/Agreement	Court Date: 2/5/24

CITY OF GREEN BAY POLICE DEPARTMENT

TO: PROTECTION AND POLICY COMMITTEE

FROM: COMMUNITY POLICING

DATE: March 7, 2024

From February 23, 2024 to March 7, 2024, there have been no liquor violations, no DA referrals, no ordinance violations, no warnings and no property referrals.

Sincerely,

**LT. STEVE MAHONEY & LT. ERIN BLOCH
DISTRICT POLICING**

kc



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # O.I I

Informational Only: Clerk's Licensing Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 3.8.2024 CLERK'S OFFICE LIQUOR LICENSING REPORT



Clerk & Treasurer's Office
 100 North Jefferson Street - Room 106
 Green Bay, Wisconsin 54301-5026
 clerk@greenbaywi.gov
 www.greenbaywi.gov

Phone 920.448.3010
 Fax 920.448.3016

Licenses granted by Council, not yet issued as of (3/8/2024)

License Type	Company Name	Trade Name	Address	Approver
Class A Beer & Class A Liquor	FAMILY DOLLAR STORES OF WI	FAMILY DOLLAR	550 N MILITARY AV	Inspections, Payment New License approved 6.6.23. Extension Filed anticipated opening 11/3/2023
EXTENSION REQUEST EXPIRED				
Class A Beer & Class A Liquor	FAMILY DOLLAR STORES OF WI LLC	FAMILY DOLLAR	1285 MAIN ST	Inspections, Payment New License approved 6.6.2023 Extension Filed anticipated opening 11/3/2023
EXTENSION REQUEST EXPIRED				
Class B Beer & Class B Liquor	MADRID TAPAS AND WINE BAR LLC	MADRID TAPAS	225 E WALNUT ST	Inspections, Payment, Renewal Waiver Granted until December 2023
EXTENSION REQUEST EXPIRED				
Class B Beer & Class B Liquor	Rockyz Taqueria LLC	ROCKY'S TAQUERIA	1679 MAIN ST	Inspections, Payment Granted 8/22/23. Waiver Granted until December 20, 2023, Another waiver was granted until March 1, 2024.
EXTENSION REQUEST EXPIRED				
Class "B" Beer & "Class B" Liquor	Vic Theatre Green Bay, LLC	Vic Theatre	217 E Walnut	Inspections, Payment Granted 8/22/23. Waiver Granted until January 31, 2024. Waiver requested at this meeting.
Class "B" Beer & "Class B" Liquor-Reserve	The Spices of Green Bay, LLC	Spices Restaurant & Bar	1860 University	Payment, Inspections Granted 10.17.23. Waiver requested and granted until April 30, 2024.
Class A Liquor, Class A Beer	Neo Beverages, LLC	Neo's Discount Tobacco & Liquor	1117 W. Mason	Inspections, Payment. Granted 1/17/2024. Extension requested.
Class A Liquor, Class A Beer	JR Smith, LLC	Main Street Mini Mart	1698 Main	Inspections, Payment. Granted 3/5/2024

Opening Delays? All liquor licenses are granted by Council with the intention a liquor license will be issued within 60 days. Please communicate, in writing, any opening-day delays to the Clerk's Office and provide a new anticipated opening date. Please review our [Extension Request Fact Sheet](#) for instructions. Then, fill out the [Extension Request Form](#) to file an issuance extension with the Clerk's Office.

Summary of Licenses Granted and Issued for Class “B” Beer & “Class B” Liquor Licenses:

The City of Green Bay has a quota of 172 available “Class B” Liquor and Class “B” Beer licenses under state law.

The City granted 3 licenses that have not yet been issued (see page 1).

The City of Green Bay may only take the number of applications to the number of licenses available. Applications are considered to those who apply with a fully completed application and first in time.

[Watch our video tutorial online](#) on how to file a new application. The new application paperwork can be found at: <https://greenbaywi.gov/264/Liquor-Sales---New-Establishments>

Summary of Licenses Granted and Issued for Reserve Liquor Licenses:

The City of Green Bay has a quota of 32 Class B Combination Liquor and Beer Reserve licenses under state law.

The City of Green Bay has 4 Class B Combination Liquor and Beer Reserve issued.

The City of Green Bay has 1 granted “Class B” Liquor and Class “B” Beer license that has not yet been issued.

A Reserve liquor license in the City of Green Bay costs \$10,000 (one-time non-refundable issuance fee) plus the license fee prorated. The license shall not be transferred or surrendered.

**REPORT OF THE PROTECTION AND POLICY COMMITTEE
GRANTING OPERATOR LICENSES**

March 19, 2024

The Protection and Policy Committee wishes to request that the following applications for Operator Licenses be granted.

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Abu Seif, Ahmed H
Balliet, Rebekah J
Bess, Cassandra A
Bokatzian, Zoe CM
Casey, Gina L
Dangi, Remant
Dehn, Peter A
Dunn, Michaela Y
Fernandez, Stacy A
Johnston, Adalyn K
Kindt, Elizabeth A
Koch, Lacey L
Kohn, Meghan S
Lee, Shoua
Linsy, Michelle V
Pidgeon, Cary E
Preisler, Casey L
Russell, Tyneece A
Van Boxel, Adam J
Williams, Carrie A
Wygle, Devon N



Report to the Green Bay Plan Commission

MEETING DATE

March 19, 2024

PREPARED BY

David Buck, Staff

AGENDA ITEM # Q.1

To withdraw the request for a Conditional Use Permit (CUP) to allow the development of a solar energy farm on a 13-acre property at the southwest corner of Greenbrier Road and Ontario Road (# 21-165-2). (Public hearing was noticed, however was not held due to the item being withdrawn by the applicant.)

BACKGROUND

Reason for Request: To allow the development of a ground mounted solar energy farm within the I-43 Business Center Light Manufacturing District. The Business Center's land use regulations are governed by a Planned Unit Development, which requires a Conditional Use Permit.

Surrounding Zoning and Land Uses:

SUBJECT: Planned Unit Development (PUD)-Light Manufacturing Undeveloped

NORTH: Planned Unit Development (PUD)-Light Manufacturing Undeveloped

SOUTH: Village of Bellevue S-F Residential

EAST: Planned Unit Development (PUD)-Light Manufacturing

WEST: Planned Unit Development (PUD)-Light Manufacturing Office

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Business Park use. Consistency Analysis: While Ch. 66.1001 Wis. Stats. does not specifically require conditional uses to meet the consistency requirement, the proposed conditional use permit is not inconsistent with the comprehensive plan.

Report: The subject 13-acre undeveloped property is located at the southwest corner of Greenbrier Road and Ontario Road at the southern edge of the I-43 Business Center. It has approximately 1,300 feet of frontage along Greenbrier Road and approximately 500 feet of frontage along Ontario Road. The site's topography is relatively flat but includes steeper slopes and wetlands on its southern and southwestern portions of the property. It is designated / zoned for light manufacturing uses within the I-43 Business Center PUD. However, as solar power generation is not listed as a permitted principal use, it must receive a Conditional Use Permit to be established. The I-43 Business Center was first created in the late 1980s with protective covenants, which have been amended over time. The covenants are designed to ensure high quality development by making the center a quality place to do business, making the business center an aesthetically pleasing environment and adding protection for uses that traditional zoning districts within the city do not.

The petitioner is Aurora BayCare Medical Center, which is situated west down Greenbrier Road about one third of a mile. They are proposing to develop approximately 8.73 acres of the 13-acre property (67%) to help meet Aurora BayCare's long-term energy goals while providing a reduced carbon footprint as well as further the corporate commitment of sustaining campus needs. The proposal includes the installation of a 5,000-unit ground-mounted panel solar energy farm, an approximately 200 square foot area for mechanical equipment on the Ontario Road frontage and an access drive from Ontario Road leading to an internal drive lane and two-stall parking area. The solar panels are 20 feet in height, are stationary/do not rotate, and

contain a non-glare coating to minimize any brightness on surrounding property. A seven-foot-tall chain link fence with fabric surround/wrap is proposed to surround the entirety of the solar farm area. The petitioner plans to soften and screen the project as well by installing a very dense combination of trees and shrubs between the fence and the right-of-way as well as along the south lot line, where wetland locations permit. It is important to note that beyond new plantings there is a substantial amount of vegetation within and outside the wetland areas along the southern lot line that the petitioner will retain to not only screen the project from the adjoining neighbors to the south but to also address the Business Park's goal to have a park-like setting.

In the review of the CUP, Zoning Ordinance Section 44-83(e) establishes seven standards for the Plan Commission to consider:

- (1) The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
- (2) The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- (3) The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.
- (4) Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
- (5) Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
- (6) Adequate parking facilities as specified in Article XVIII of this chapter.
- (7) The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable City ordinances.

The staff believe this type of use is not the highest and best use for property within the Business Center as it typically has a far lower property value than other manufacturing uses, is not an employment generator, is not an activity / destination use, and is difficult to design with the overall aesthetic purposes of the business center. However, staff feels this request meets the standards for Conditional Use Permit approval, with conditions. It will not be detrimental to the public health, safety and welfare; it will not impede orderly development, especially as this use can be easily removed if the site is to be redeveloped; the design will not diminish property values in the area; it has adequate utilities to service it; adequate measures are provided to provide access and parking and the overall use will conform to all regulations of the I-43 Business Center PUD. This use remains quite passive as compared to existing use. Permitted light manufacturing uses include a variety of options, including 89 individual manufacturing operations and public warehousing facilities. A list of permitted uses within the light manufacturing area is included in this packet.

There are a few items on the plans provided within the CUP application that will need to be adjusted to meet code and receive administrative site plan approval such as drive aisle size and driveway design/location, but overall, the submission meets the regulatory requirements of the Light Manufacturing District. To advance the intent and purpose of the I-43 Business Center as well as protect neighboring properties from negative impacts, staff recommends that the exterior landscaping be located between the fence and the right-of-way, the fence fabric surround/wrap be an earthtone color, fence around the mechanical units along Ontario Road be 100% solid so that the mechanicals are not visible from the right-of-way and all panels be stationary to eliminate noise as well as be the non-glare style of panel to eliminate glare off-site.

The applicant sent a letter and personally walked the neighborhood to introduce the project and receive feedback. Alderperson Hutchison and property owners within 400-ft of the subject site have been notified of the request by the City via notification letters as well as the installation of two zoning action signs along the frontages. As of the drafting of this report, staff received an inquiry about the request and three objections from nearby single-family homeowners.

RECOMMENDATION

Approval of the request, subject to the following conditions:

1. Compliance with all other regulations of the Green Bay Municipal Code.
2. Exterior landscaping be located between the fence and the right-of-way, as proposed;
3. Fences fabric surround/wrap be an earthtone color;
4. The fence around the mechanical units along Ontario Road be 100% solid vinyl so the mechanicals are not visible from the right-of-way; and
5. All panels are stationary and non-glare style.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-05 Application Package
2. ZP 24-05 Location Map
3. ZP 24-05 Draft Resolution
4. ZP 24-05 Planting and Restoration Concept Site Plan
5. I-43 Protective Covenants Light Manufacturing Uses
6. I-43 Business Center Map
7. 24-05 Public Outreach Letter
8. 24-05 Public Comment_Gajeski_1549 Diamond Court
9. Health-and-Safety-Impacts-of-Solar-Photovoltaics-North Carolina State University



REQUEST FOR CITY ACTION PLAN COMMISSION

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

Location of Property: 3099 Greenbrier Road

Parcel Number(s): 21-165-2

Petitioner(s): Aurora BayCare Medical Center (Brian Rasmussen) Date: 02/14/2024

Email: brian.rasmussen@aah.org Phone Number: 920-288-4024

Address: 2845 Greenbrier Road City: Green Bay State: WI Zip: 54311

Property Owner: Same as petitioner (Director of Support Services) Phone Number: Same as contact above

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

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

I, Brian L. Rasmussen, respectfully request that the City of Green Bay take the following action:

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

Owner Signature: [Signature]

Date: 2/8/24

Petitioner Signature(s): [Signature]

2/8/24

Checklist of required attachments:

- Map
- Legal Description
- Applicant Narrative Describing Project
- All Other Pertinent Information

For office use only:

Review Fee: _____ Receipt No.: _____ Zoning Petition No.: _____

Aurora BayCare Medical Center

Now part of  ADVOCATEHEALTH

February 12th 2024

To whom it May Concern-Potential Solar Project, Aurora BayCare Medical Center

All: We are requesting the approval of a solar ground mount project located at 3099 Greenbrier Rd in Green Bay WI. We are looking to install this system so we can meet our long-term site energy goals while providing a reduced carbon footprint to our current energy model.

This project will also align with our commitment to our community and our investment of sustaining our campus needs for many years into the future.

Please contact me with any further questions.

Best Regards



Brian Rasmussen
Director, Support Services
Aurora BayCare Medical Center
920-288-4024
brian.rasmussen@aah.org

Map printed on
2/6/2024



1:4,800

1 inch = 400 feet*

1 inch = 0.0758 miles*

*original page size is 11" x 17"

Appropriate format depends on zoom level

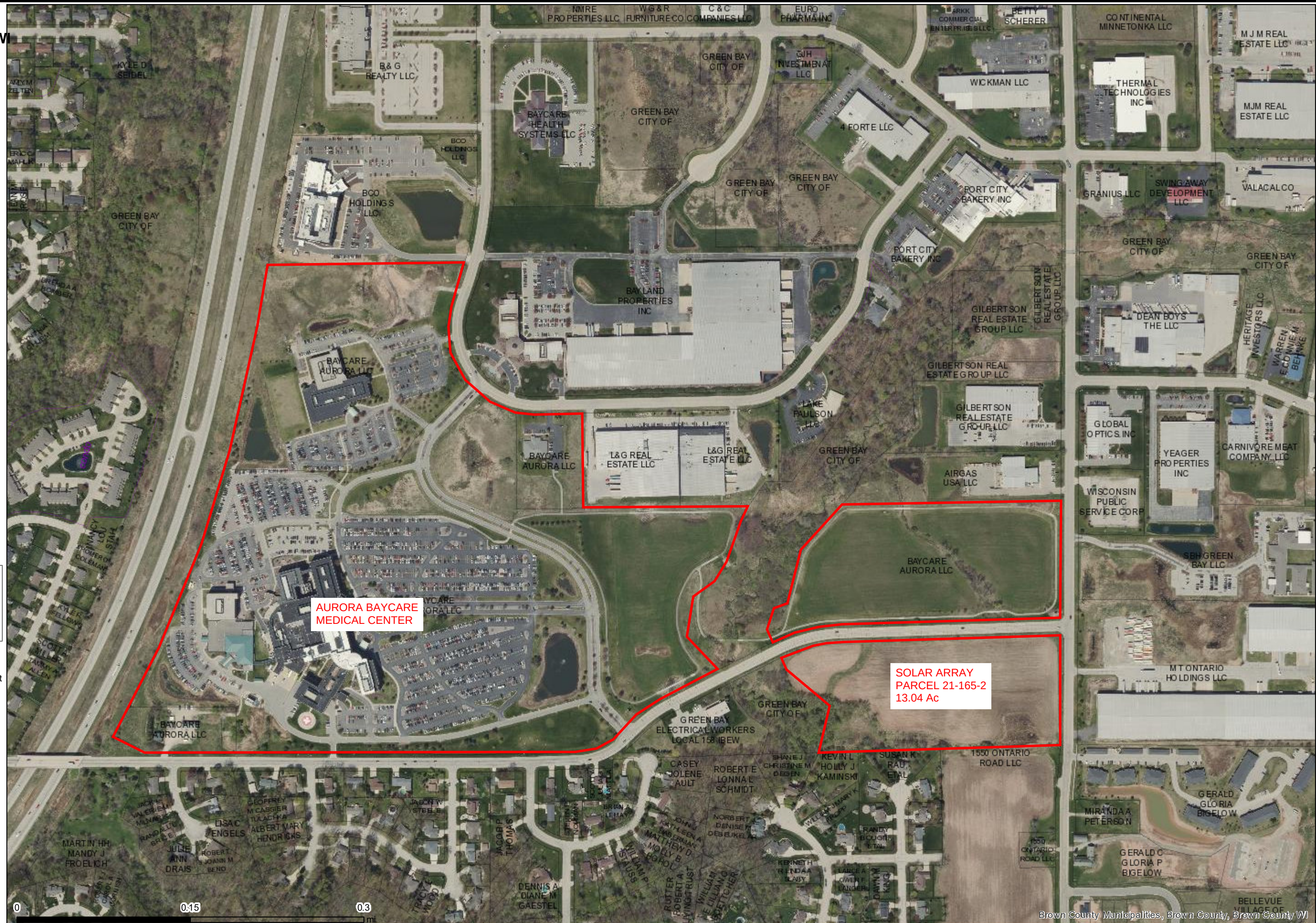
A map key/legend is available at
tinyurl.com/BrownDogLegend

This is a custom web map
created by an online user of
the GIS map services
provided by the
Brown County Wisconsin
Planning & Land Services
Department



(920) 448-6480

www.browncountywi.gov



AURORA BAYCARE
MEDICAL CENTER

SOLAR ARRAY
PARCEL 21-165-2
13.04 Ac



Map printed on
2/6/2024



1:2,400

1 inch = 200 feet*

1 inch = 0.0379 miles*

*original page size is 11" x 17"
Appropriate format depends on zoom level

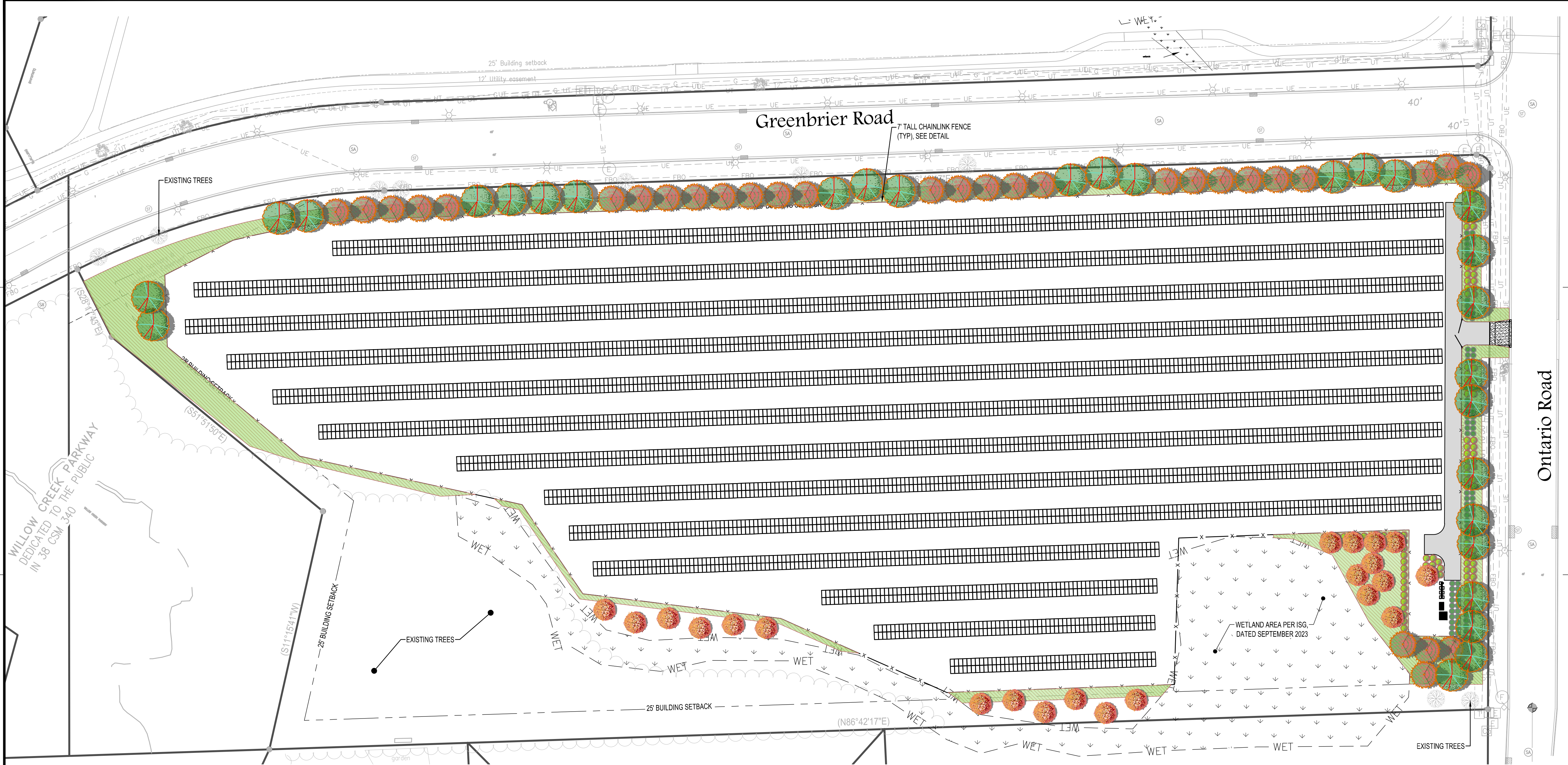
A map key/legend is available at
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This is a custom web map
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(920) 448-6480

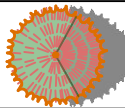
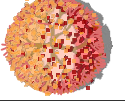
www.browncountywi.gov



GENERAL LANDSCAPE CODE REQUIREMENTS:
TOTAL = 567,892 SF (30% = 170,367 SF)
SOLAR ARRAY DEVELOPMENT = 380,241
TOTAL GREEN SPACE = 184,472 SF

LANDSCAPE REQUIREMENTS (BASED ON 170,367 SF):
1 TREE / 7,000 SF = 24 TREES REQUIRED / 24 TREES PROPOSED
3 SHRUBS / 1,000 SF = 511 SHRUBS REQUIRED / 186 SHRUBS PROPOSED AND 50
EXISTING TREES + 58 PROPOSED TREES AS SUBSTITUTION
• SHRUB SUBSTITUTIONS = 50 EXISTING TREES (150 SHRUBS) / 58 PROPOSED
TREES (174 SHRUBS)
• TOTAL SHRUBS WITH SUBSTITUTIONS = 511

TOTAL PLANTING PROPOSED:
TREES = 24 + 58 (FOR SHRUB SUBSTITUTIONS) = 82
SHRUBS = 186

PLANT SCHEDULE			
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME
TREES			
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	ET	31	EVERGREEN TREE
	UD-T	22	UNDERSTORY DECIDUOUS TREE
SHRUBS			
	DS	100	DECIDUOUS SHRUB
	ES	87	EVERGREEN SHRUB
SYMBOL	DESCRIPTION		
GROUND COVERS			
	RESTORATION MIX		



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PROJECT

**AURORA BAYCARE
MEDICAL CENTER**

SOLAR ARRAY

GREEN BAY WISCONSIN

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

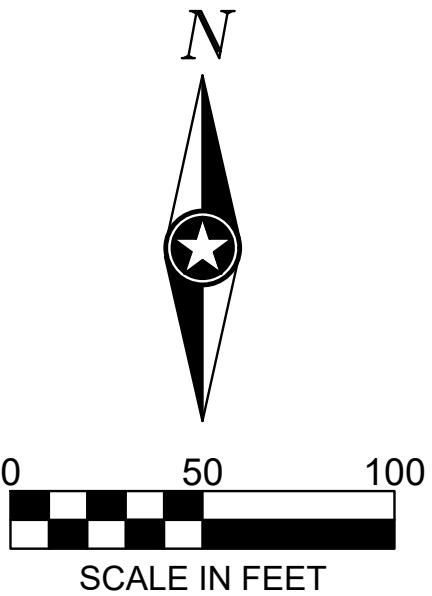
PROJECT NO.	23-29908
FILE NAME	29908-C5-LAND
DRAWN BY	TMK
DESIGNED BY	TMK
REVIEWED BY	KBR
ORIGINAL ISSUE DATE	11/1/23
CLIENT PROJECT NO.	-

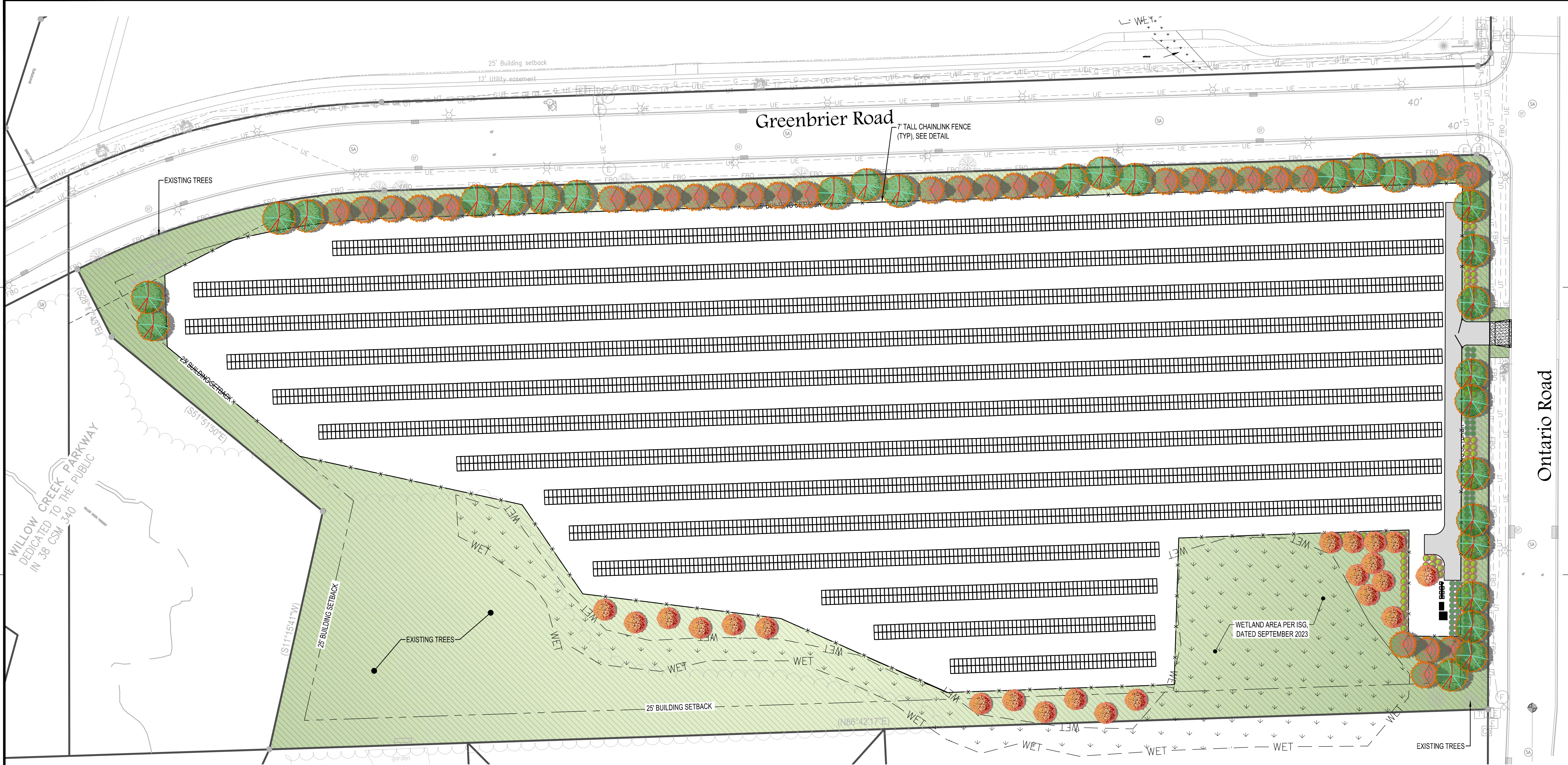
TITLE

**PLANTING AND
RESTORATION
PLAN**

SHEET

C5-10





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MEDICAL CENTER**

SOLAR ARRAY

GREEN BAY WISCONSIN

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C5-10

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

DECIDUOUS TREES



SKYLINE HONEYLOCUST | *Gleditsia triacanthos f. inermis 'Skycole'*



ESPRESSO KENTUCKY COFFEETREE
Gymnocladus dioicus 'Espresso'



PRINCETON AMERICAN ELM
Ulmus americana 'Princeton'

UNDERSTORY DECIDUOUS TREES



AMUR MAACKIA
Maackia amurensis



DOWNY SERVICEBERRY
Amelanchier arborea

EVERGREEN TREES



BALSAM FIR
Abies balsamea



AMERICAN TAMARCK
Larix laricina

DECIDUOUS SHRUBS



SMOOTH SUMAC
Rhus glabra



BLACK CHOCKEBERRY
Aronia melanocarpa



RED OISER DOGWOOD
Cornus serciea

EVERGREEN SHRUBS



TECHNY GLOBE ARBORVITAE
Thuja occidentalis 'Techny Globe'



CANADIAN YEW
Taxus canadensis



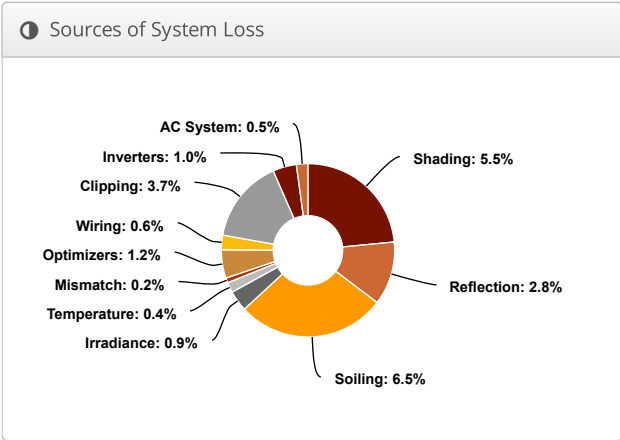
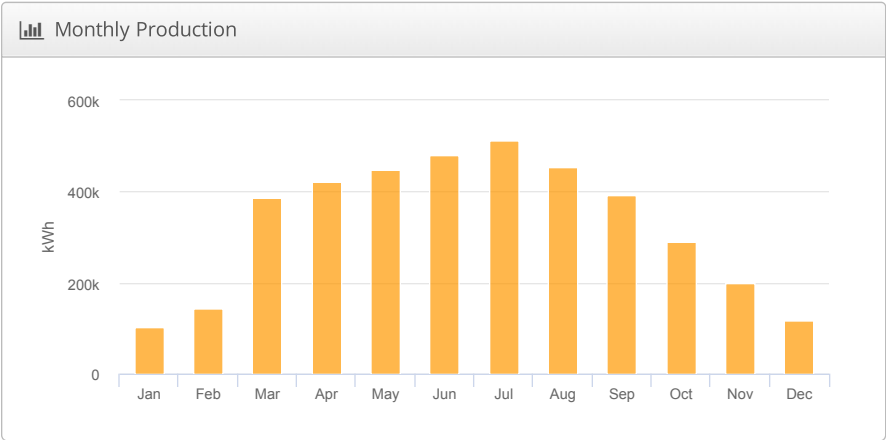
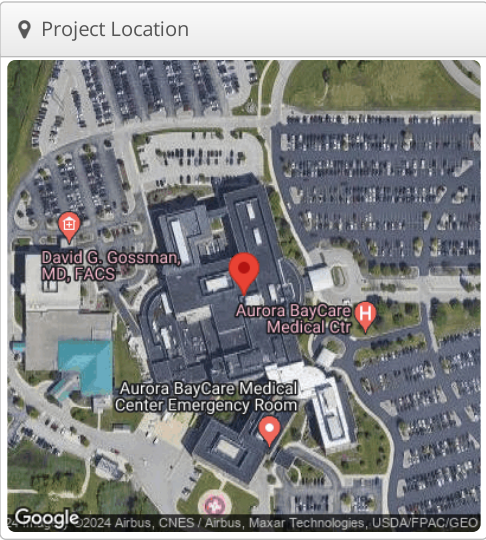
COMMON JUNIPER
Juniper communis

PLANT MATERIALS PALETTE

8.2 Fixed (575W) Aurora Hospital, 2845 Greenbrier Rd, Green Bay, WI 54311

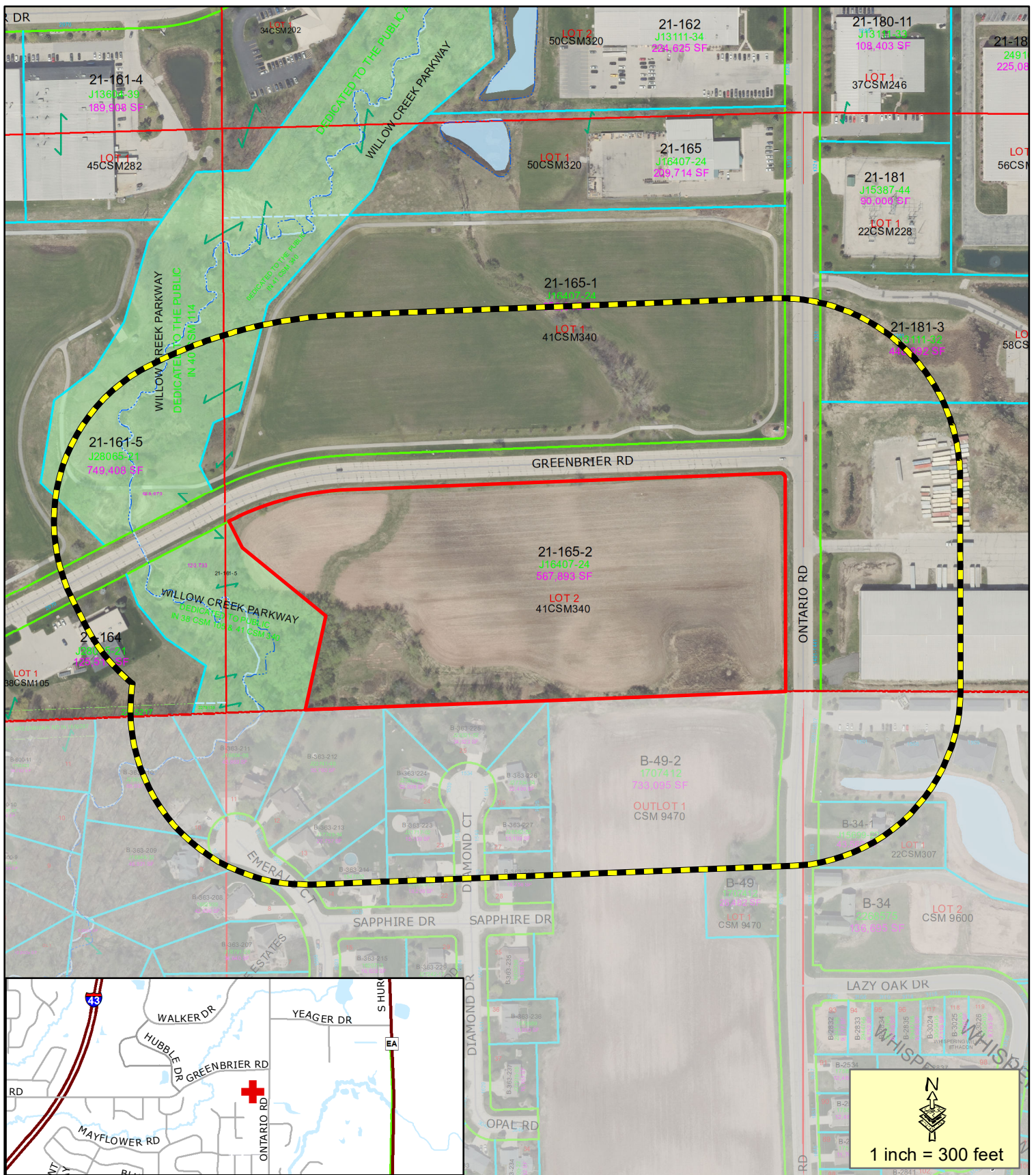
Report	
Project Name	Aurora Hospital
Project Address	2845 Greenbrier Rd, Green Bay, WI 54311
Prepared By	Luke Schaaf luke.schaaf@faithtechinc.com

System Metrics	
Design	8.2 Fixed (575W)
Module DC Nameplate	3.11 MW
Inverter AC Nameplate	2.31 MW Load Ratio: 1.35
Annual Production	3.940 GWh
Performance Ratio	78.8%
kWh/kWp	1,266.6
Weather Dataset	TMY, 10km Grid (44.45,-87.95), NREL (prospector)
Simulator Version	920d59ff00-5ea0439a68-28a401fc97-00422543b9



Detailed Layout





- Proposed CUP location
- 400' Property Owner Notice

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

Zoning Petition (ZP 24-05) Proposed Conditional Use Permit (CUP) at Southwest Corner of Ontario Rd & Greenbrier Rd (parcel 21-165-2)



**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT THE SOUTHWEST CORNER OF
GREENBRIER ROAD AND ONTARIO ROAD / PARCEL # 21-165-2
(ZP 24-05)**

March 19, 2024

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

That, pursuant to Zoning Petition 24-05 and the recommendation of the Plan Commission on March 15, 2024, the City of Green Bay does authorize a Conditional Use Permit (CUP) for the establishment of a solar energy farm on the following described property located at the southwest corner of Greenbrier Road and Ontario Road (# 21-165-2), Brian Rasmussen of Aurora BayCare Medical Center on behalf of BayCare Aurora LLC, property owner.

LOT 2, VOLUME 41 CERTIFIED SURVEY MAPS, PAGE 340, MAP NO. 6285; SAID MAP BEING PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$, SECTION 10, TOWNSHIP 23 NORTH, RANGE 21 EAST, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

TAX PARCEL NO. 21-165-2

Said conditional-use permit shall be granted subject to:

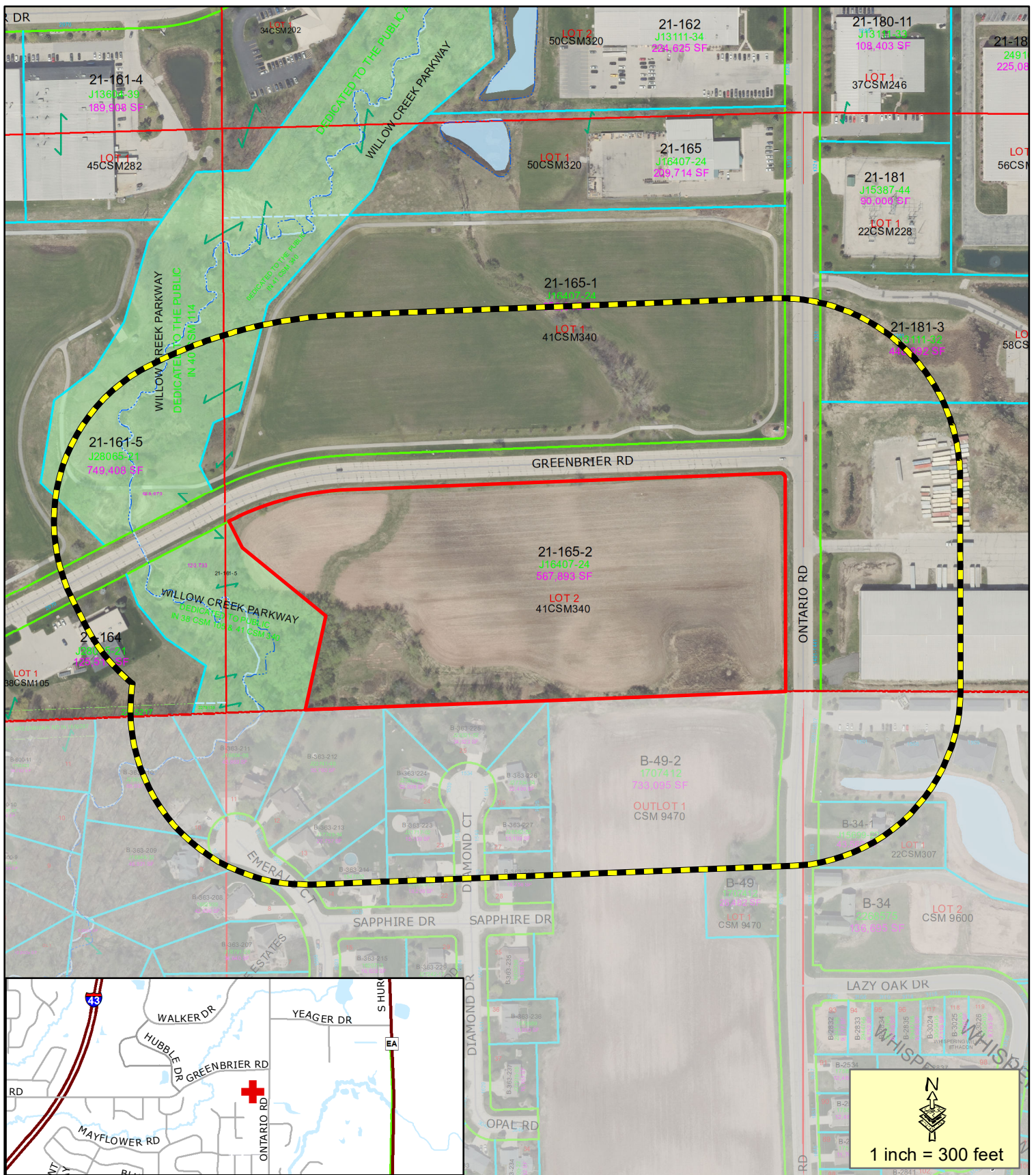
1. Compliance with all other regulations of the Green Bay Municipal Code.
2. Exterior landscaping be located between the fence and the right-of-way, as proposed
3. Fences fabric surround/wrap be an earthtone color
4. The fence around the mechanical units along Ontario Road be 100% solid vinyl so the mechanicals are not visible from the right-of-way
5. All panels are stationary and non-glare style.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

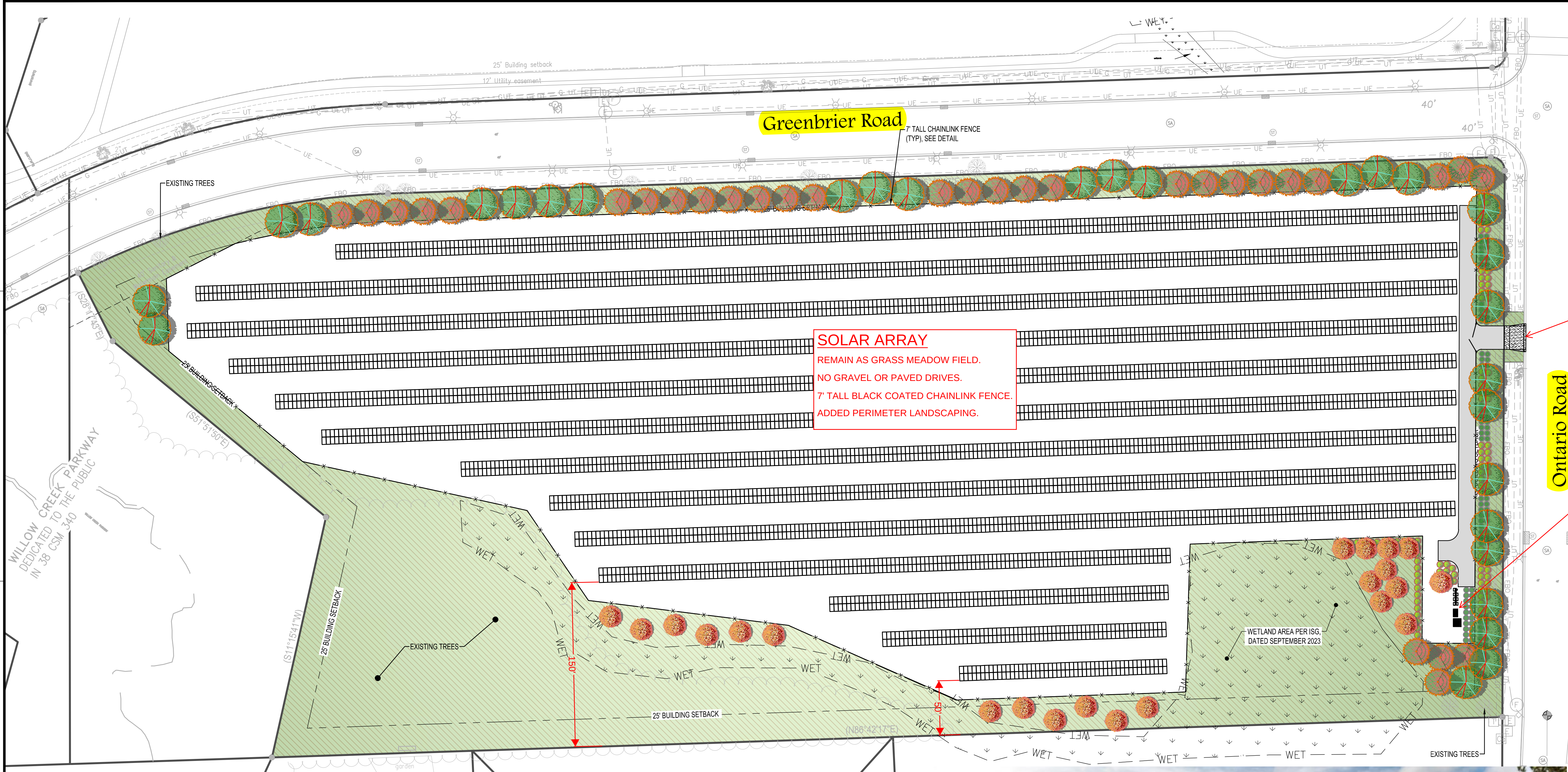


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Zoning Petition (ZP 24-05) Proposed Conditional Use Permit (CUP) at Southwest Corner of Ontario Rd & Greenbrier Rd (parcel 21-165-2)





DRIVEWAY FOR
MAINTENANCE
VEHICLES

PROPOSED TRANSFORMER,
DISTRIBUTOR AND METERING
EQUIPMENT

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PROJECT

**AURORA BAYCARE
MEDICAL CENTER**

SOLAR ARRAY

GREEN BAY WISCONSIN

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

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TITLE
**PLANTING AND
RESTORATION
PLAN**

SHEET
C5-10

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	DS	100	DECIDUOUS SHRUB
	ES	87	EVERGREEN SHRUB
	SYMBOL	DESCRIPTION	
	GROUND COVERS	RESTORATION MIX	



PANELS WILL STAND APPROX. 20' TALL.



finishing materials for the Business Related Retail District.

Mechanical Equipment: All mechanical equipment, including roof-mounted, shall be enclosed or screened as part of the overall architectural design.

Light Manufacturing (District M)

Purpose: The most general development area of the Interstate 43 Business Center which allows many types of business and light manufacturing firms.

Permitted Uses: These areas allow the following types of development:

1. Anything allowed in the Exclusive Office Districts.
2. Agriculture landscape counseling planning (0781).
3. Lawn and garden services (0782).
4. Construction:
 - a. Non-residential building construction (154)
 - b. Plumbing, heating and air conditioning (171)
 - c. Painting, paper hanging, and decorating (construction) (172)
 - d. Electrical work (construction) (173)
 - e. Masonry, stonework, tile setting and plastering (construction) (174)
 - f. Carpentry and floor work (construction) (175)
 - g. Roofing, siding, and sheet metal work (construction) (176)
 - h. Concrete work (construction) (177)
 - i. Water well drilling (construction) (178)
 - j. Miscellaneous special trade contractors (construction) (179) (per DRT review)
5. Manufacturing:
 - a. Dairy products (202)
 - b. Frozen specialties (2038)
 - c. Prepared flour mixes and doughs (2045)
 - d. Candy and other confectionery products (2064)
 - e. Beverages (208)
 - f. Miscellaneous food preparation and kindred products (209) (per DRT review)
 - g. Broad woven fabric mills, cotton (221)
 - h. Broad woven fabric mills, manmade fiber (222)
 - i. Broad woven fabric mills, wool (223)
 - j. Narrow fabrics and other small ware mills; cotton, wood, silk and manmade fabric (224)
 - k. Knitting mills (225)
 - l. Textile finishing, except wool (226)

- m. Carpets and rugs (227)
- n. Yarn and thread mills (228)
- o. Miscellaneous textile goods (229)
- p. Men's and boy's suites, coats, and overcoats (231)
- q. Men's and boy's furnishings (232)
- r. Women's and misses' outerwear (233)
- s. Women's and children's undergarments (234)
- t. Hats, caps and millinery (235)
- u. Girls' and children's outerwear (236)
- v. Fur goods (237)
- w. Miscellaneous apparel and accessories (238)
- x. Miscellaneous fabricated textile products (239)
- y. Millwork (2431) (per DRT review)
- z. Wood kitchen
- aa. Miscellaneous wood products (249) (per DRT review)
- bb. Household furniture (251)
- cc. Office furniture (252)
- dd. Public building and related furniture (253)
- ee. Partitions, shelving, lockers and office and store fixtures (254)
- ff. Miscellaneous furniture and fixtures (259)
- gg. Paperboard containers and boxes (265)
- hh. Converted paper and paperboard products, except containers and boxes (267)
- ii. Newspapers: publishing, publishing and printing (271)
- jj. Periodicals: publishing, publishing and printing (272)
- kk. Books (273)
- ll. Miscellaneous publishing (274)
- mm. Commercial printing (275)
- nn. Manifold business forms (276)
- oo. Greeting cards publishing (277)
- pp. Blank books, loose-leaf binders and book binding and related work (278)
- qq. Service industries for the printing trade (279)
- rr. Drugs (283)
- ss. Miscellaneous plastic products (308) (per DRT review)
- tt. Footwear cut stock (313)
- uu. Footwear, except rubber (314)
- vv. Leather gloves and mittens (315)
- ww. Luggage (316)
- xx. Handbags and other personal leather goods (317)
- yy. Leather goods, not elsewhere classified (319)
- zz. Glass products of purchased glass (323)
- aaa. Metal cans and shipping containers (341)
- bbb. Cutlery, hand tools and general hardware (342) (per DRT review)
- ccc. Plumbing and heating, except electric (343)
- ddd. Metal doors, sash, and trim (3442)
- eee. Sheet metal work (3444)
- fff. Screw machine products and bolts, nuts and screws, rivets and washers (345)

- ggg. Metal services, not elsewhere classified (347) (per DRT review)
- hhh. Ordinance and accessories, not elsewhere classified (348)
- iii. Lawn and garden equipment (3524)
- jjj. Metal working machinery (354)
- kkk. Special industry machinery (355)
- lll. Computer and office equipment (357)
- mmm. Refrigeration and service machinery (358)
- nnn. Miscellaneous machinery (359)
- ooo. Electrical distribution equipment (361)
- ppp. Electrical industrial apparatus (362)
- qqq. Household appliances (363)
- rrr. Electric lighting and wiring equipment (364)
- sss. Household audio and video equipment (365)
- ttt. Communications equipment (366)
- uuu. Electronic components and accessories (367)
- vvv. Miscellaneous electrical equipment and supplies (369)
- www. Aircraft parts and equipment (3728)
- xxx. Motorcycles, bicycles, and parts (375)
- yyy. Guided missiles and space vehicles and parts (376)
- zzz. Miscellaneous transportation equipment (379) (per DRT and Plan Commission review)
- aaaa. Search and navigation equipment (381)
- bbbb. Measuring and controlling devices (382)
- cccc. Surgical, medical and dental instruments and supplies (384)
- dddd. Ophthalmic goods (385)
- eeee. Photographic equipment and supplies (386)
- ffff. Watches, clocks, clockwork operated devices and parts (387)
- gggg. Jewelry, silverware and plated wire (391)
- hhhh. Musical instruments (393)
- iiii. Toys and sporting goods (394)
- jjjj. Pens, pencils, office and art supplies (395)
- kkkk. Costume jewelry, costume novelties, buttons, and miscellaneous manufacturing (399) (per DRT and Plan Commission review)

5. Transportation, communication, electric, gas and sanitary services:

- a. Courier services, except by air (4215)
- b. Public warehousing and storage (422) (excluding “mini-warehousing” and self storage)
- c. U.S. Postal Service (431)
- d. Freight transportation arrangement (473)
- e. Miscellaneous transportation services (478)
- f. Telegraph communication (wire or radio) (482)
- g. Radio and television broadcasting (483)
- h. Communications services, not elsewhere classified (489)

6. Wholesale trade:

- a. Motor vehicle parts and supplies (501)
- b. Furniture and home furnishings (502)
- c. Lumber and construction materials (503)
- d. Professional and commercial equipment (504)
- e. Metals and minerals, except petroleum (505)
- f. Electrical goods (506)
- g. Hardware, plumbing and heating equipment (507)
- h. Machinery, equipment and supplies (508)
- i. Miscellaneous durable goods (509)
- j. Paper and paper products (511)
- k. Drugs, proprietaries, and sundries (512)
- l. Apparel, piece goods, and notions (5130)
- m. Groceries and related products (514)
- n. Chemicals and allied products (516) (per DRT review)
- o. Beer, wine and distilled beverages (518)
- p. Miscellaneous non-durable goods (519) (per DRT review)
- q. Catalog and mail order houses (5961)

7. Services:

- a. Laundry, cleaning, and garment services (721), excluding (7211) power laundries, family and commercial, (7215) coin-operated laundries and dry cleaning
- b. Service buildings (734)
- c. Miscellaneous business service (7389)
- d. Electrical repair shops (762)
- e. Miscellaneous repair shops and related services (769)
- f. Motion picture production and services (781) (per DRT review)
- g. Physical fitness facilities (7991)

8. Public administration:

- a. Space research and technology (966)

9. Conditional Use

Parcels within the Light Manufacturing District limited to their frontage on the east side of Huron Road, between the future East Mason Street and the southern limits of the I-43 Business Center, may be allowed as a conditional use permit for the following uses and conditions: (Z.O. 7-02)

- 1. Retail assembly, sales and repair establishments with the review and approval of the DRT.
- 2. Health clubs.
- 3. Job training and related services.
- 4. Businesses where the storage of goods is limited to interior storage of manufactured goods not requiring

- any further processing and not requiring mechanical lifts, cranes, or hoists outside the building for handling, loading, and unloading.
5. Financial institutions.
 6. The outdoor display of vehicles is prohibited.
 7. Other uses as allowed by the Plan Commission.
 8. Accessory buildings and uses customarily incidental to any of the above structures or uses when located on the same premises shall complement and coordinate with the principal structure on the lot, both in material used and architectural style.

Buildings Facades. Colors, materials, finishes, and building forms shall be coordinated in a consistent manner on all facades. All exterior walls shall be finished with the following materials:

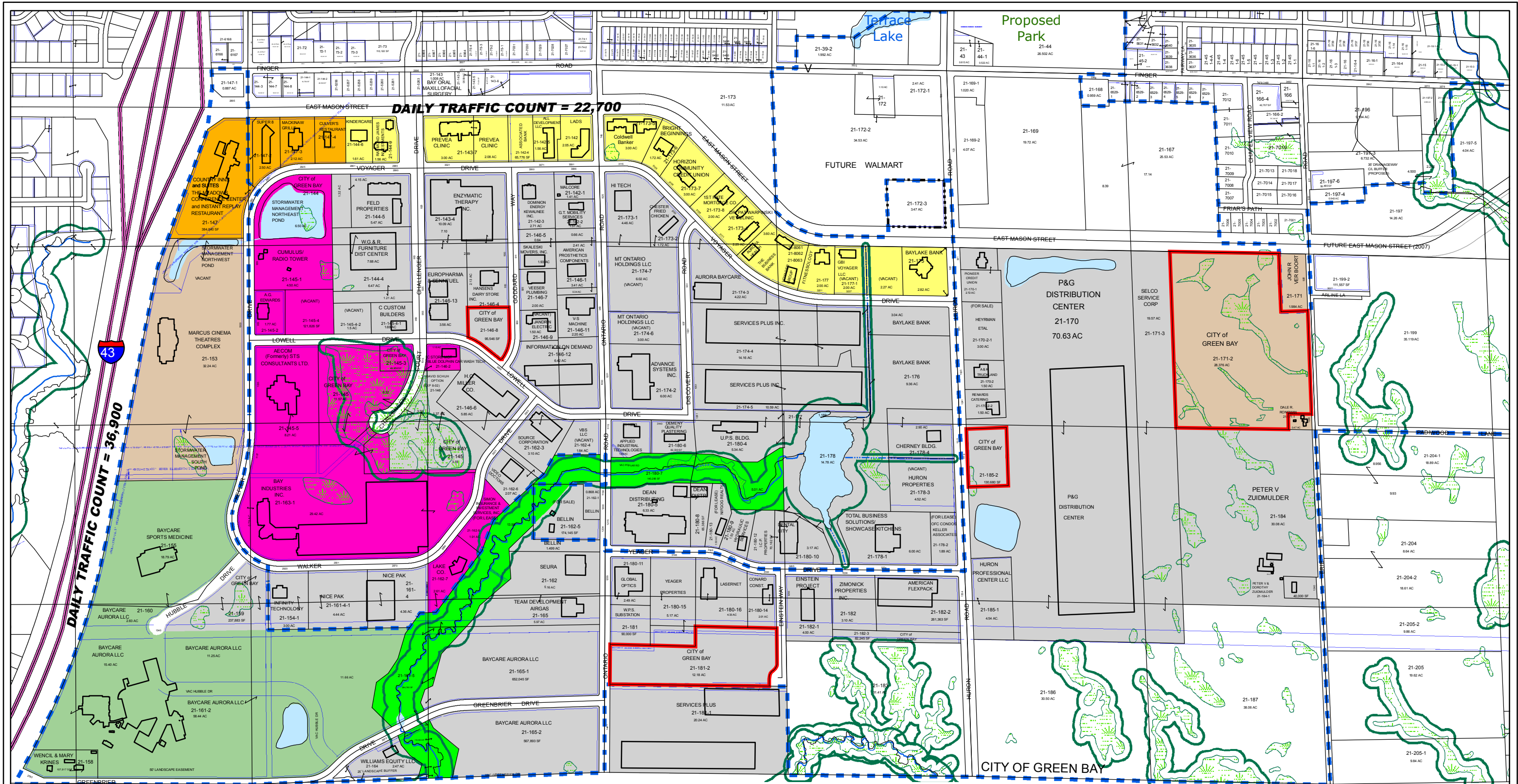
1. 100% masonry on all exterior walls. Brick or natural stone (exterior use of brick, masonry, and man-made or natural stone which does not require a foundation generally is not permitted, DRT review and approval required).
2. Decorative face concrete block, concrete panels.
3. Architectural metal roof or accent only (minimum 20-year warranty on finish; at least 26 gauge metal, totally concealed fasteners, baseplates, and end trim required).
4. Painted concrete, cinder block, or prefabricated sheet metal are not permitted finishing materials.
5. Other materials as approved by the DRT.

Setbacks. Consistent with Business-Related Retail District of the I-43 Business Center Design Criteria.

Required Plans. A preliminary site plan shall be accompanied by architectural plans and elevations of sufficient detail to show conformance with these Design Standards.

Refuse Containers. Refuse containers shall only be located in the rear or interior side of the building. All refuse containers shall be screened not less than the height of the containers and have gates to contain trash. Shared dumpsters with adjacent properties are encouraged.

Mechanical Equipment. Ground-based mechanical equipment shall only be located in the rear or interior side of the building. All ground-based mechanical equipment shall be screened from public view. All roof-mounted mechanical equipment shall be screen from public view by the roof structure itself, parapet walls or other screening element that blends with and complements the architecture and materials of the building.



CITY of GREEN BAY I-43 BUSINESS CENTER

I-43 BUSINESS CENTER BOUNDARY

TID 12 LINE

BUILDING

EASEMENT

ENVIRONMENTALLY SENSITIVE AREA

WETLAND

CITY OWNED PROPERTY FOR SALE

MITIGATION AREA (7.71 AC.)

NAVIGABLE STREAM/

350

175

0

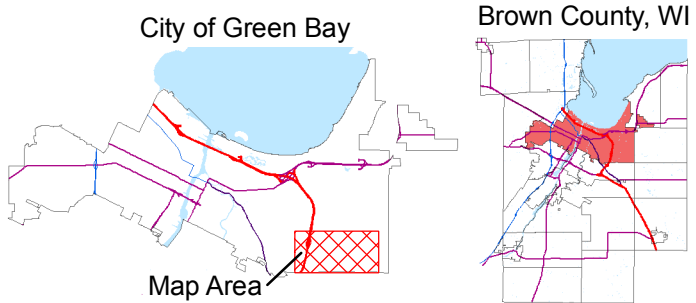
350

700

Feet

Map provided by City of Green Bay Planning Dept. M.H. February 2010.

ZONING	DEVELOPED ACRES	UNDEVELOPED ACRES	DEVELOPED PERCENT	UNDEVELOPED PERCENT	LAND USE DISTRIBUTION %	TOTAL ACRES
Light Manufacturing	347.41	110.15	76%	24%	61%	457.56
Executive Office A	63.66	18.79	77%	23%	11%	82.45
Executive Office B	58.86	9.44	86%	14%	9%	68.30
Entertainment District	9.83	53.23	16%	84%	8%	63.06
Business Related Retail	32.91	5.11	87%	13%	5%	38.02
Conservancy	26.373	-	100%	0%	4%	26.37
Lodging	13.44	1.87	88%	12%	2%	15.30
Total	552.47	198.60	74%	26%	100%	751.06



MARCH 5, 2024

Brian Rasmussen, Aurora BayCare Medical Center
Director of Support Services
2845 Greenbrier Road, Green Bay, WI 54311
(920) 288-4024
Brian.rasmussen@aah.org



Tom Katers, ISG
Senior Civil Designer
115 E. Pine Street, Green Bay, WI 54301
(920) 434-2128
Tom.katers@isginc.com

RE: AURORA BAYCARE MEDICAL CENTER SOLAR ARRAY,
GREEN BAY, WISCONSIN

Dear neighbor,

Aurora BayCare Medical Center (ABMC) seeks to construct a Solar Array at their east Green Bay campus, on one of their open, undeveloped parcels. ABMC strives to improve their sustainability and reduction in reliance on electricity as they continue to grow and evolve with world challenges.

From Aurora BayCare's Director of Support Services, Brian Rasmussen, "We are requesting the approval of a solar ground mount project at 3099 Greenbrier Road in Green Bay. We are looking to install this system so we can meet our long-term site energy goals while providing a reduced carbon footprint to our current energy model. The project will also align with our commitment to our community and our investment of sustaining our campus needs for many years into the future."

Please see our proposed plan enclosed.

If you are interested in discussing this project further, please do not hesitate to reach out to myself or Brian.

Sincerely,

A handwritten signature in black ink that reads "Thomas M. Katers".

Thomas M. Katers
Senior Civil Designer

Tom.katers@isginc.com

From: [Inspection Website Mail](#)
To: [Jon LeRoy](#)
Cc: [David Buck](#)
Subject: FW: Online Form Submittal: Comment Form for Committees and Council
Date: Wednesday, March 6, 2024 3:49:08 PM

Megan Hein
Development Support Specialist
City of Green Bay
Community & Economic Development
920.448.3300
www.greenbaywi.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Wednesday, March 6, 2024 3:27 PM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

Comment Form for Committees and Council

The City of Green Bay welcomes input regarding actions of the Common Council or a Committee/Commission/Board. There are many opportunities for interested parties to speak at a public meeting. Signing this form does not obligate you to speak. If you decide to speak, please keep your comments relevant to the topic being deliberated, and also please compose your comments to last around 3 minutes. Thank you!

Online comments will be accepted up until 1.5 hours before the meeting.

First Name	Amy
Last Name	Gajeski
Address	1549 diamond court
City	Green Bay
State	WI
Zip Code	54311

(Section Break)

Which Committee/Commission/Board do you have comments for?	Zoning & Planning Board of Appeals
What is the date of the meeting?	3/15/2024
For which item do you wish to provide comments?	Conditional use permit of Hwy 43 business park zoning
What is your opinion of the item?	I OPPOSE the item.
Would you like to speak at the meeting?	Yes, I would like to speak at the meeting.
Comments	I'm not sure of the proper process of this request but I will come speak if I need to. I do not know if this is a public meeting or closed door meeting. Please advise. Aurora has applied for a Conditional use permit for the solar ground mount project at 3099 Greenbrier Road. I am NOT in favor of this permit/plan. I am a Bellevue resident with a home approximately 100-200 yards from the Green Bay city line. Putting a solar array/farm right behind a residential area in Bellevue is not ideal. I understand the request & energy goals of Aurora but this is not aesthetically pleasing for the residents who reside right behind this property. These panels will be 20 feet tall. I'm concerned about looks, decrease in property value, health impacts of electromagnetic fields (EMF), humming noises & impact to wildlife. I'm not sure how many people want to look out there back/side windows and see a large solar farm right behind your property. Please consider this feedback as you approve or deny this conditional use permit. Thank you.

Email not displaying correctly? [View it in your browser.](#)

WHITE PAPER

Health and Safety Impacts of Solar Photovoltaics

By Tommy Cleveland
May 2017



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Health and Safety Impacts of Solar Photovoltaics

The increasing presence of utility-scale solar photovoltaic (PV) systems (sometimes referred to as solar farms) is a rather new development in North Carolina's landscape. Due to the new and unknown nature of this technology, it is natural for communities near such developments to be concerned about health and safety impacts. Unfortunately, the quick emergence of utility-scale solar has cultivated fertile grounds for myths and half-truths about the health impacts of this technology, which can lead to unnecessary fear and conflict.

Photovoltaic (PV) technologies and solar inverters are not known to pose any significant health dangers to their neighbors. The most important dangers posed are increased highway traffic during the relative short construction period and dangers posed to trespassers of contact with high voltage equipment. This latter risk is mitigated by signage and the security measures that industry uses to deter trespassing. As will be discussed in more detail below, risks of site contamination are much less than for most other industrial uses because PV technologies employ few toxic chemicals and those used are used in very small quantities. Due to the reduction in the pollution from fossil-fuel-fired electric generators, the overall impact of solar development on human health is overwhelmingly positive. This pollution reduction results from a partial replacement of fossil-fuel fired generation by emission-free PV-generated electricity, which reduces harmful sulfur dioxide (SO₂), nitrogen oxides (NO_x), and fine particulate matter (PM_{2.5}). Analysis from the National Renewable Energy Laboratory and the Lawrence Berkeley National Laboratory, both affiliates of the U.S. Department of Energy, estimates the health-related air quality benefits to the southeast region from solar PV generators to be worth 8.0 ¢ per kilowatt-hour of solar generation.¹

This is in addition to the value of the electricity and suggests that the air quality benefits of solar are worth more than the electricity itself.

Even though we have only recently seen large-scale installation of PV technologies, the technology and its potential impacts have been studied since the 1950s. A combination of this solar-specific research and general scientific research has led to the scientific community having a good understanding of the science behind potential health and safety impacts of solar energy. This paper utilizes the latest scientific literature and knowledge of solar practices in N.C. to address the health and safety risks associated with solar PV technology. These risks are extremely small, far less than those associated with common activities such as driving a car, and vastly outweighed by health benefits of the generation of clean electricity.

This paper addresses the potential health and safety impacts of solar PV development in North Carolina, organized into the following four categories:

- (1) Hazardous Materials
- (2) Electromagnetic Fields (EMF)
- (3) Electric Shock and Arc Flash
- (4) Fire Safety

1 • Hazardous Materials

One of the more common concerns towards solar is that the panels (referred to as "modules" in the solar industry) consist of toxic materials that endanger public health. However, as shown in this section, solar energy systems may contain small amounts of toxic materials, but these materials do not endanger public health. To understand potential toxic hazards coming from a solar project, one

must understand system installation, materials used, the panel end-of-life protocols, and system operation. This section will examine these aspects of a solar farm and the potential for toxicity impacts in the following subsections:

- (1.2) Project Installation/Construction
- (1.2) System Components
 - 1.2.1 Solar Panels: Construction and Durability
 - 1.2.2 Photovoltaic technologies
 - (a) Crystalline Silicon
 - (b) Cadmium Telluride (CdTe)
 - (c) CIS/CIGS
 - 1.2.3 Panel End of Life Management
 - 1.2.4 Non-panel System Components
- (1.3) Operations and Maintenance

1.1 Project Installation/Construction

The system installation, or construction, process does not require toxic chemicals or processes. The site is mechanically cleared of large vegetation, fences are constructed, and the land is surveyed to layout exact installation locations. Trenches for underground wiring are dug and support posts are driven into the ground. The solar panels are bolted to steel and aluminum support structures and wired together. Inverter pads are installed, and an inverter and transformer are installed on each pad. Once everything is connected, the system is tested, and only then turned on.



Figure 1: Utility-scale solar facility (5 MWAC) located in Catawba County. *Source: Strata Solar*

1.2 • System Components

1.2.1 Solar Panels: Construction and Durability

Solar PV panels typically consist of glass, polymer, aluminum, copper, and semiconductor materials that can be recovered and recycled at the end of their useful life.² Today there are two PV technologies used in PV panels at utility-scale solar facilities, silicon, and thin film. As of 2016, all thin film used in North Carolina solar facilities are cadmium telluride (CdTe) panels from the US manufacturer First Solar, but there are other thin film PV panels available on the market, such as Solar Frontier's CIGS panels. Crystalline silicon technology consists of silicon wafers which are made into cells

and assembled into panels, thin film technologies consist of thin layers of semiconductor material deposited onto glass, polymer or metal substrates. While there are differences in the components and manufacturing processes of these two types of solar technologies, many aspects of their PV panel construction are very similar. Specifics about each type of PV chemistry as it relates to toxicity are covered in subsections a, b, and c in section 1.2.2; on crystalline silicon, cadmium telluride, and CIS/CIGS respectively. The rest of this section applies equally to both silicon and thin film panels.

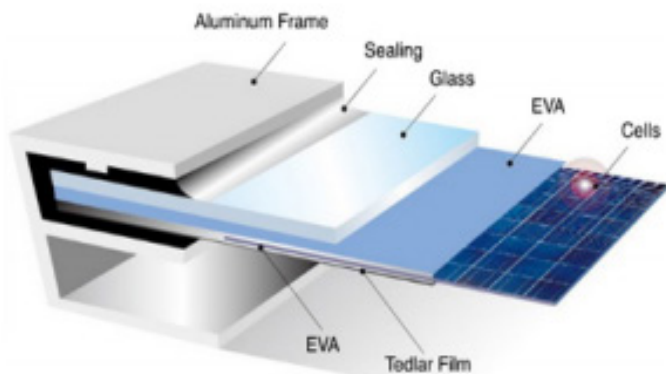


Figure 2: Components of crystalline silicon panels. The vast majority of silicon panels consist of a glass sheet on the topside with an aluminum frame providing structural support. Image Source: www.riteksolar.com.tw

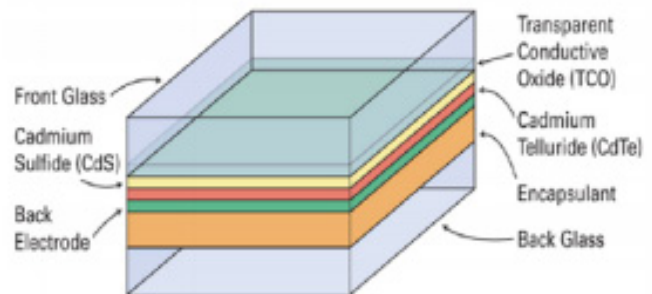


Figure 3: Layers of a common frameless thin-film panel (CdTe). Many thin film panels are frameless, including the most common thin-film panels, First Solar's CdTe. Frameless panels have protective glass on both the front and back of the panel. Layer thicknesses not to scale. Image Source: www.homepower.com

To provide decades of corrosion-free operation, PV cells in PV panels are encapsulated from air and moisture between two layers of plastic. The encapsulation layers are protected on the top with a layer of tempered glass and on the backside with a polymer sheet. Frameless modules include a protective layer of glass on the rear of the panel, which may also be tempered. The plastic ethylene-vinyl acetate (EVA) commonly provides the

cell encapsulation. For decades, this same material has been used between layers of tempered glass to give car windshields and hurricane windows their great strength. In the same way that a car windshield cracks but stays intact, the EVA layers in PV panels keep broken panels intact (see Figure 4). Thus, a damaged module does not generally create small pieces of debris; instead, it largely remains together as one piece.



Figure 4: The mangled PV panels in this picture illustrate the nature of broken solar panels; the glass cracks but the panel is still in one piece. Image Source: http://img.alibaba.com/photo/115259576/broken_solar_panel.jpg

PV panels constructed with the same basic components as modern panels have been installed across the globe for well over thirty years.³ The long-term durability and performance demonstrated over these decades, as well as the results of accelerated lifetime testing, helped lead to an industry standard 25-year power production warranty for PV panels. These power warranties warrant a PV panel to produce at least 80% of their original nameplate production after 25 years of use. A recent SolarCity and DNV GL study reported that today's quality PV panels should be expected to reliably and efficiently produce power for thirty-five years.⁴

Local building codes require all structures, including ground mounted solar arrays, to be engineered to withstand anticipated wind speeds, as defined by the local wind speed requirements. Many rack-

ing products are available in versions engineered for wind speeds of up to 150 miles per hour, which is significantly higher than the wind speed requirement anywhere in North Carolina. The strength of PV mounting structures were demonstrated during Hurricane Sandy in 2012 and again during Hurricane Matthew in 2016. During Hurricane Sandy, the many large-scale solar facilities in New Jersey and New York at that time suffered only minor damage.⁵ In the fall of 2016, the US and Caribbean experienced destructive winds and torrential rains from Hurricane Matthew, yet one leading solar tracker manufacturer reported that their numerous systems in the impacted area received zero damage from wind or flooding.⁶

In the event of a catastrophic event capable of damaging solar equipment, such as a tornado, the system will almost certainly have property insurance

that will cover the cost to cleanup and repair the project. It is in the best interest of the system owner to protect their investment against such risks. It is also in their interest to get the project repaired and producing full power as soon as possible. Therefore, the investment in adequate insurance is a wise business practice for the system owner. For the same reasons, adequate insurance coverage is also generally a requirement of the bank or firm providing financing for the project.

1.2.2 Photovoltaic (PV) Technologies

a. Crystalline Silicon

This subsection explores the toxicity of silicon-based PV panels and concludes that they do not pose a material risk of toxicity to public health and safety. Modern crystalline silicon PV panels, which account for over 90% of solar PV panels installed today, are, more or less, a commodity product. The overwhelming majority of panels installed in North Carolina are crystalline silicon panels that are informally classified as Tier I panels. Tier I panels are from well-respected manufacturers that have a good chance of being able to honor warranty claims. Tier I panels are understood to be of high quality, with predictable performance, durability, and content. Well over 80% (by weight) of the content of a PV panel is the tempered glass front and the aluminum frame, both of which are common building materials. Most of the remaining portion are common plastics, including polyethylene terephthalate in the backsheet, EVA encapsulation of the PV cells, polyphenyl ether in the junction box, and polyethylene insulation on the wire leads. The active, working components of the system are the silicon photovoltaic cells, the small electrical leads connecting them together, and to the wires coming out of the back of the panel. The electricity generating and conducting components makeup less than 5% of the weight

of most panels. The PV cell itself is nearly 100% silicon, and silicon is the second most common element in the Earth's crust. The silicon for PV cells is obtained by high-temperature processing of quartz sand (SiO_2) that removes its oxygen molecules. The refined silicon is converted to a PV cell by adding extremely small amounts of boron and phosphorus, both of which are common and of very low toxicity.

The other minor components of the PV cell are also generally benign; however, some contain lead, which is a human toxicant that is particularly harmful to young children. The minor components include an extremely thin antireflective coating (silicon nitride or titanium dioxide), a thin layer of aluminum on the rear, and thin strips of silver alloy that are screen-printed on the front and rear of cell.⁷ In order for the front and rear electrodes to make effective electrical contact with the proper layer of the PV cell, other materials (called glass frit) are mixed with the silver alloy and then heated to etch the metals into the cell. This glass frit historically contains a small amount of lead (Pb) in the form of lead oxide. The 60 or 72 PV cells in a PV panel are connected by soldering thin solder-covered copper tabs from the back of one cell to the front of the next cell. Traditionally a tin-based solder containing some lead (Pb) is used, but some manufacturers have switched to lead-free solder. The glass frit and/or the solder may contain trace amounts of other metals, potentially including some with human toxicity such as cadmium. However, testing to simulate the potential for leaching from broken panels, which is discussed in more detail below, did not find a potential toxicity threat from these trace elements. Therefore, the tiny amount of lead in the glass frit and the solder is the only part of silicon PV panels with a potential to create a negative health impact. However, as described below, the very limited amount of lead involved and its strong physical and chemical attachment to other components of the PV panel means that even in worst-case scenarios the health hazard it poses is insignificant.

As with many electronic industries, the solder in silicon PV panels has historically been a lead-based solder, often 36% lead, due to the superior properties of such solder. However, recent advances in lead-free solders have spurred a trend among PV panel manufacturers to reduce or remove the lead in their panels. According to the 2015 Solar Scorecard from the Silicon Valley Toxics Coalition, a group that tracks environmental responsibility of photovoltaic panel manufacturers, fourteen companies (increased from twelve companies in 2014) manufacture PV panels certified to meet the European Restriction of Hazardous Substances (RoHS) standard. This means that the amount of cadmium and lead in the panels they manufacture fall below the RoHS thresholds, which are set by the European Union and serve as the world's de facto standard for hazardous substances in manufactured goods.⁸ The Restriction of Hazardous Substances (RoHS) standard requires that the maximum concentration found in any homogeneous material in a product is less than 0.01% cadmium and less than 0.10% lead, therefore, any solder can be no more than 0.10% lead.⁹

While some manufacturers are producing PV panels that meet the RoHS standard, there is no requirement that they do so because the RoHS Directive explicitly states that the directive does not apply to photovoltaic panels.¹⁰ The justification for this is provided in item 17 of the current RoHS Directive: "The development of renewable forms of energy is one of the Union's key objectives, and the contribution made by renewable energy sources to environmental and climate objectives is crucial. Directive 2009/28/EC of the European Parliament and of the Council of 23 April 2009 on the promotion of the use of energy from renewable sources (4) recalls that there should be coherence between those objectives and other Union environmental legislation. Consequently, this Directive should not prevent the development of renewable energy technologies that have no negative impact on health and the environment and that are sustainable and economically viable."

The use of lead is common in our modern economy. However, only about 0.5% of the annual lead consumption in the U.S. is for electronic solder for all uses; PV solder makes up only a tiny portion of this 0.5%. Close to 90% of lead consumption in the US is in batteries, which do not encapsulate the pounds of lead contained in each typical automotive battery. This puts the lead in batteries at great risk of leaching into the environment. Estimates for the lead in a single PV panel with lead-based solder range from 1.6 to 24 grams of lead, with 13g (less than half of an ounce) per panel seen most often in the literature.¹¹ At 13 g/panel¹², each panel contains one-half of the lead in a typical 12-gauge shotgun shell. This amount equates to roughly 1/750th of the lead in a single car battery. In a panel, it is all durably encapsulated from air or water for the full life of the panel.¹⁴

As indicated by their 20 to 30-year power warranty, PV modules are designed for a long service life, generally over 25 years. For a panel to comply with its 25-year power warranty, its internal components, including lead, must be sealed from any moisture. Otherwise, they would corrode and the panel's output would fall below power warranty levels. Thus, the lead in operating PV modules is not at risk of release to the environment during their service lifetime. In extreme experiments, researchers have shown that lead can leach from crushed or pulverized panels.^{15, 16} However, more real-world tests designed to represent typical trash compaction that are used to classify waste as hazardous or non-hazardous show no danger from leaching.^{17,18} For more information about PV panel end-of-life, see the Panel Disposal section.

As illustrated throughout this section, silicon-based PV panels do not pose a material threat to public health and safety. The only aspect of the panels with potential toxicity concerns is the very small amount of lead in some panels. However, any lead in a panel is well sealed from environmental exposure for the operating lifetime of the solar panel and thus not at risk of release into the environment.

b. Cadmium Telluride (CdTe) PV Panels

This subsection examines the components of a cadmium telluride (CdTe) PV panel. Research demonstrates that they pose negligible toxicity risk to public health and safety while significantly reducing the public's exposure to cadmium by reducing coal emissions. As of mid-2016, a few hundred MWs of cadmium telluride (CdTe) panels, all manufactured by the U.S. company First Solar, have been installed in North Carolina.

Questions about the potential health and environmental impacts from the use of this PV technology are related to the concern that these panels contain cadmium, a toxic heavy metal. However, scientific studies have shown that cadmium telluride differs from cadmium due to its high chemical and thermal stability.¹⁹ Research has shown that the tiny amount of cadmium in these panels does not pose a health or safety risk.²⁰ Further, there are very compelling reasons to welcome its adoption due to reductions in unhealthy pollution associated with burning coal. Every GWh of electricity generated by burning coal produces about 4 grams of cadmium air emissions.²¹ Even though North Carolina produces a significant fraction of our electricity from coal, electricity from solar offsets much more natural gas than coal due to natural gas plants being able to adjust their rate of production more easily and quickly. If solar electricity offsets 90% natural gas and 10% coal, each 5-megawatt (5 MWAC, which is generally 7 MWDC) CdTe solar facility in North Carolina keeps about 157 grams, or about a third of a pound, of cadmium *out* of our environment.^{22, 23}

Cadmium is toxic, but all the approximately 7 grams of cadmium in one CdTe panel is in the form of a chemical compound cadmium telluride,²⁴ which has 1/100th the toxicity of free cadmium.²⁵ Cadmium telluride is a very stable compound that is non-volatile and non-soluble in water. Even in the case of a fire, research shows that less than 0.1% of the cadmium is released when a CdTe

panel is exposed to fire. The fire melts the glass and encapsulates over 99.9% of the cadmium in the molten glass.²⁷

It is important to understand the source of the cadmium used to manufacture CdTe PV panels. The cadmium is a byproduct of zinc and lead refining. The element is collected from emissions and waste streams during the production of these metals and combined with tellurium to create the CdTe used in PV panels. If the cadmium were not collected for use in the PV panels or other products, it would otherwise either be stockpiled for future use, cemented and buried, or disposed of.²⁸ Nearly all the cadmium in old or broken panels can be recycled which can eventually serve as the primary source of cadmium for new PV panels.²⁹

Similar to silicon-based PV panels, CdTe panels are constructed of a tempered glass front, one instead of two clear plastic encapsulation layers, and a rear heat strengthened glass backing (together >98% by weight). The final product is built to withstand exposure to the elements without significant damage for over 25 years. While not representative of damage that may occur in the field or even at a landfill, laboratory evidence has illustrated that when panels are ground into a fine powder, very acidic water is able to leach portions of the cadmium and tellurium,³⁰ similar to the process used to recycle CdTe panels. Like many silicon-based panels, CdTe panels are reported (as far back as 1998³¹ to pass the EPA's Toxic Characteristic Leaching Procedure (TCLP) test, which tests the potential for crushed panels in a landfill to leach hazardous substances into groundwater.³² Passing this test means that they are classified as non-hazardous waste and can be deposited in landfills.^{33,34} For more information about PV panel end-of-life, see the Panel Disposal section.

There is also concern of environmental impact resulting from potential catastrophic events involving CdTe PV panels. An analysis of worst-case scenarios for environmental impact from CdTe PV

panels, including earthquakes, fires, and floods, was conducted by the University of Tokyo in 2013. After reviewing the extensive international body of research on CdTe PV technology, their report concluded, “Even in the worst-case scenarios, it is unlikely that the Cd concentrations in air and sea water will exceed the environmental regulation values.”³⁵ In a worst-case scenario of damaged panels abandoned on the ground, insignificant amounts of cadmium will leach from the panels. This is because this scenario is much less conducive (larger module pieces, less acidity) to leaching than the conditions of the EPA’s TCLP test used to simulate landfill conditions, which CdTe panels pass.³⁶

First Solar, a U.S. company, and the only significant supplier of CdTe panels, has a robust panel take-back and recycling program that has been operating commercially since 2005.³⁷ The company states that it is “committed to providing a commercially attractive recycling solution for photovoltaic (PV) power plant and module owners to help them meet their module (end of life) EOL obligation simply, costeffectively and responsibly.” First Solar global recycling services to their customers to collect and recycle panels once they reach the end of productive life whether due to age or damage. These recycling service agreements are structured to be financially attractive to both First Solar and the solar panel owner. For First Solar, the contract provides the company with an affordable source of raw materials needed for new panels and presumably a diminished risk of undesired release of Cd. The contract also benefits the solar panel owner by allowing them to avoid tipping fees at a waste disposal site. The legal contract helps provide peace of mind by ensuring compliance by both parties when considering the continuing trend of rising disposal costs and increasing regulatory requirements.

c. CIS/CIGS and other PV technologies

Copper indium gallium selenide PV technology, of-

ten referred to as CIGS, is the second most common type of thin-film PV panel but a distant second behind CdTe. CIGS cells are composed of a thin layer of copper, indium, gallium, and selenium on a glass or plastic backing. None of these elements are very toxic, although selenium is a regulated metal under the Federal Resource Conservation and Recovery Act (RCRA).³⁸ The cells often also have an extremely thin layer of cadmium sulfide that contains a tiny amount of cadmium, which is toxic. The promise of high efficiency CIGS panels drove heavy investment in this technology in the past. However, researchers have struggled to transfer high efficiency success in the lab to low-cost full-scale panels in the field.³⁹ Recently, a CIGS manufacturer based in Japan, Solar Frontier, has achieved some market success with a rigid, glass-faced CIGS module that competes with silicon panels. Solar Frontier produces the majority of CIS panels on the market today.⁴⁰ Notably, these panels are RoHS compliant,⁴¹ thus meeting the rigorous toxicity standard adopted by the European Union even though this directive exempts PV panels. The authors are unaware of any completed or proposed utility-scale system in North Carolina using CIS/CIGS panels.

1.2.3 Panel End-of-Life Management

Concerns about the volume, disposal, toxicity, and recycling of PV panels are addressed in this subsection. To put the volume of PV waste into perspective, consider that by 2050, when PV systems installed in 2020 will reach the end of their lives, it is estimated that the global annual PV panel waste tonnage will be 10% of the 2014 global e-waste tonnage.⁴² In the U.S., end-of-life disposal of solar products is governed by the Federal Resource Conservation and Recovery Act (RCRA), as well as state policies in some situations. RCRA separates waste into hazardous (not accepted at ordinary landfill) and solid waste (generally accepted

at ordinary landfill) based on a series of rules. According to RCRA, the way to determine if a PV panel is classified as hazardous waste is the Toxic Characteristic Leaching Procedure (TCLP) test. This EPA test is designed to simulate landfill disposal and determine the risk of hazardous substances leaching out of the landfill.^{43,44,45} Multiple sources report that most modern PV panels (both crystalline silicon and cadmium telluride) pass the TCLP test.^{46,47} Some studies found that some older (1990s) crystalline silicon panels, and perhaps some newer crystalline silicon panels (specifics are not given about vintage of panels tested), do not pass the lead (Pb) leachate limits in the TCLP test.^{48,49}

The test begins with the crushing of a panel into centimeter-sized pieces. The pieces are then mixed in an acid bath. After tumbling for eighteen hours, the fluid is tested for forty hazardous substances that all must be below specific threshold levels to pass the test. Research comparing TCLP conditions to conditions of damaged panels in the field found that simulated landfill conditions provide overly conservative estimates of leaching for field-damaged panels.⁵⁰ Additionally, research in Japan has found no detectable Cd leaching from cracked CdTe panels when exposed to simulated acid rain.⁵¹

Although modern panels can generally be landfilled, they can also be recycled. Even though recent waste volume has not been adequate to support significant PV-specific recycling infrastructure, the existing recycling industry in North Carolina reports that it recycles much of the current small volume of broken PV panels. In an informal survey conducted by the NC Clean Energy Technology Center survey in early 2016, seven of the eight large active North Carolina utility-scale solar developers surveyed reported that they send damaged panels back to the manufacturer and/or to a local recycler. Only one developer reported sending damaged panels to the landfill.

The developers reported at that time that they are usually paid a small amount per panel by local recycling firms. In early 2017, a PV developer reported that a local recycler was charging a small fee per panel to recycle damaged PV panels. The local recycling firm known to authors to accept PV panels described their current PV panel recycling practice as of early 2016 as removing the aluminum frame for local recycling and removing the wire leads for local copper recycling. The remainder of the panel is sent to a facility for processing the non-metallic portions of crushed vehicles, referred to as “fluff” in the recycling industry.⁵² This processing within existing general recycling plants allows for significant material recovery of major components, including glass which is 80% of the module weight, but at lower yields than PV-specific recycling plants. Notably almost half of the material value in a PV panel is in the few grams of silver contained in almost every PV panel produced today. In the long-term, dedicated PV panel recycling plants can increase treatment capacities and maximize revenues resulting in better output quality and the ability to recover a greater fraction of the useful materials.⁵³ PV-specific panel recycling technologies have been researched and implemented to some extent for the past decade, and have been shown to be able to recover over 95% of PV material (semiconductor) and over 90% of the glass in a PV panel.⁵⁴

A look at global PV recycling trends hints at the future possibilities of the practice in our country. Europe installed MW-scale volumes of PV years before the U.S. In 2007, a public-private partnership between the European Union and the solar industry set up a voluntary collection and recycling system called PV CYCLE. This arrangement was later made mandatory under the EU’s WEEE directive, a program for waste electrical and electronic equipment.⁵⁵ Its member companies (PV panel producers) fully finance the association. This makes it possible for end-users to return the member companies’ defective panels for recycling at any of the over 300 collection points around

Europe without added costs. Additionally, PV CYCLE will pick up batches of 40 or more used panels at no cost to the user. This arrangement has been very successful, collecting and recycling over 13,000 tons by the end of 2015.⁵⁶

In 2012, the WEEE Directive added the end-of-life collection and recycling of PV panels to its scope.⁵⁷ This directive is based on the principle of extended-producer-responsibility. It has a global impact because producers that want to sell into the EU market are legally responsible for end-of-life management. Starting in 2018, this directive targets that 85% of PV products “put in the market” in Europe are recovered and 80% is prepared for reuse and recycling.

The success of the PV panel collection and recycling practices in Europe provides promise for the future of recycling in the U.S. In mid-2016, the US Solar Energy Industry Association (SEIA) announced that they are starting a national solar panel recycling program with the guidance and support of many leading PV panel producers.⁵⁸ The program will aggregate the services offered by recycling vendors and PV manufacturers, which will make it easier for consumers to select a cost-effective and environmentally responsible end-of-life management solution for their PV products. According to SEIA, they are planning the program in an effort to make the entire industry landfill-free. In addition to the national recycling network program, the program will provide a portal for system owners and consumers with information on how to responsibly recycle their PV systems.

While a cautious approach toward the potential for negative environmental and/or health impacts from retired PV panels is fully warranted, this section has shown that the positive health impacts of reduced emissions from fossil fuel combustion from PV systems more than outweighs any potential risk. Testing shows that silicon and CdTe panels are both safe to dispose of in landfills, and are also safe in worst case conditions of abandonment or damage in a disaster. Additionally, analysis by local engineers has found that the current salvage

value of the equipment in a utility scale PV facility generally exceeds general contractor estimates for the cost to remove the entire PV system.^{59,60,61}

1.2.4 Non-Panel System Components

(racking, wiring, inverter, transformer)

While previous toxicity subsections discussed PV panels, this subsection describes the non-panel components of utility-scale PV systems and investigates any potential public health and safety concerns. The most significant non-panel component of a ground-mounted PV system is the mounting structure of the rows of panels, commonly referred to as “racking”. The vertical post portion of the racking is galvanized steel and the remaining above-ground racking components are either galvanized steel or aluminum, which are both extremely common and benign building materials. The inverters that make the solar generated electricity ready to send to the grid have weather-proof steel enclosures that protect the working components from the elements. The only fluids that they might contain are associated with their cooling systems, which are not unlike the cooling system in a computer. Many inverters today are RoHS compliant.

The electrical transformers (to boost the inverter output voltage to the voltage of the utility connection point) do contain a liquid cooling oil. However, the fluid used for that function is either a nontoxic mineral oil or a biodegradable non-toxic vegetable oil, such as BIOTEMP from ABB. These vegetable transformer oils have the additional advantage of being much less flammable than traditional mineral oils. Significant health hazards are associated with old transformers containing cooling oil with toxic PCBs. Transformers with PCB-containing oil were common before PCBs were outlawed in the U.S. in 1979. PCBs still exist in older transformers in the field across the country.

Other than a few utility research sites, there are no batteries on- or off-site associated with utility-scale solar energy facilities in North Carolina, avoiding any potential health or safety concerns related to battery technologies. However, as battery technologies continue to improve and prices continue to decline we are likely to start seeing some batteries at solar facilities. Lithium ion batteries currently dominate the world utility-scale battery market, which are not very toxic. No non-panel system components were found to pose any health or environmental dangers.

1.4 Operations and Maintenance – Panel Washing and Vegetation Control

Throughout the eastern U.S., the climate provides frequent and heavy enough rain to keep panels adequately clean. This dependable weather pattern eliminates the need to wash the panels on a regular basis. Some system owners may choose to wash panels as often as once a year to increase production, but most in N.C. do not regularly wash any PV panels. Dirt build up over time may justify panel washing a few times over the panels' lifetime; however, nothing more than soap and water are required for this activity.

The maintenance of ground-mounted PV facilities requires that vegetation be kept low, both for aesthetics and to avoid shading of the PV panels. Several approaches are used to maintain vegetation at NC solar facilities, including planting of limited-height species, mowing, weed-eating, herbicides, and grazing livestock (sheep). The following descriptions of vegetation maintenance practices are based on interviews with several solar developers as well as with three maintenance firms that together are contracted to maintain well over 100

of the solar facilities in N.C. The majority of solar facilities in North Carolina maintain vegetation primarily by mowing. Each row of panels has a single row of supports, allowing sickle mowers to mow under the panels. The sites usually require mowing about once a month during the growing season. Some sites employ sheep to graze the site, which greatly reduces the human effort required to maintain the vegetation and produces high quality lamb meat.⁶²

In addition to mowing and weed eating, solar facilities often use some herbicides. Solar facilities generally do not spray herbicides over the entire acreage; rather they apply them only in strategic locations such as at the base of the perimeter fence, around exterior vegetative buffer, on interior dirt roads, and near the panel support posts. Also unlike many row crop operations, solar facilities generally use only general use herbicides, which are available over the counter, as opposed to restricted use herbicides commonly used in commercial agriculture that require a special restricted use license. The herbicides used at solar facilities are primarily 2-4-D and glyphosate (Round-up®), which are two of the most common herbicides used in lawns, parks, and agriculture across the country. One maintenance firm that was interviewed sprays the grass with a class of herbicide known as a growth regulator in order to slow the growth of grass so that mowing is only required twice a year. Growth regulators are commonly used on highway roadsides and golf courses for the same purpose. A commercial pesticide applicator license is required for anyone other than the landowner to apply herbicides, which helps ensure that all applicators are adequately educated about proper herbicide use and application. The license must be renewed annually and requires passing of a certification exam appropriate to the area in which the applicator wishes to work. Based on the limited data available, it appears that solar facilities in N.C. generally use significantly less herbicides per acre than most commercial agriculture or lawn maintenance services.

2. Electromagnetic Fields (EMF)

PV systems do not emit any material during their operation; however, they do generate electromagnetic fields (EMF), sometimes referred to as radiation. EMF produced by electricity is non-ionizing radiation, meaning the radiation has enough energy to move atoms in a molecule around (experienced as heat), but not enough energy to remove electrons from an atom or molecule (ionize) or to damage DNA. As shown below, modern humans are all exposed to EMF throughout our daily lives without negative health impact. Someone outside of the fenced perimeter of a solar facility is not exposed to significant EMF from the solar facility. Therefore, there is no negative health impact from the EMF produced in a solar farm. The following paragraphs provide some additional background and detail to support this conclusion.

Since the 1970s, some have expressed concern over potential health consequences of EMF from electricity, but no studies have ever shown this EMF to cause health problems.⁶³ These concerns are based on some epidemiological studies that found a slight increase in childhood leukemia associated with average exposure to residential power-frequency magnetic fields above 0.3 to 0.4 μT (microteslas) (equal to 3.0 to 4.0 mG (milligauss)). μT and mG are both units used to measure magnetic field strength. For comparison, the average exposure for people in the U.S. is one mG or 0.1 μT , with about 1% of the population with an average exposure in excess of 0.4 μT (or 4 mG).⁶⁴ These epidemiological studies, which found an association but not a causal relationship, led the World Health Organization's International Agency for Research on Cancer (IARC) to classify ELF magnetic fields as "possibly carcinogenic to humans". Coffee also has this classification. This classification means there is limited evidence but not enough evidence to designate

as either a "probable carcinogen" or "human carcinogen". Overall, there is very little concern that ELF EMF damages public health. The only concern that does exist is for long-term exposure above 0.4 μT (4 mG) that may have some connection to increased cases of childhood leukemia. In 1997, the National Academies of Science were directed by Congress to examine this concern and concluded:

*"Based on a comprehensive evaluation of published studies relating to the effects of power-frequency electric and magnetic fields on cells, tissues, and organisms (including humans), the conclusion of the committee is that the current body of evidence does not show that exposure to these fields presents a human-health hazard. Specifically, no conclusive and consistent evidence shows that exposures to residential electric and magnetic fields produce cancer, adverse neurobehavioral effects, or reproductive and developmental effects."*⁶⁵

There are two aspects to electromagnetic fields, an electric field and a magnetic field. The electric field is generated by voltage and the magnetic field is generated by electric current, i.e., moving electrons. A task group of scientific experts convened by the World Health Organization (WHO) in 2005 concluded that there were no substantive health issues related to electric fields (0 to 100,000 Hz) at levels generally encountered by members of the public.⁶⁶ The relatively low voltages in a solar facility and the fact that electric fields are easily shielded (i.e., blocked) by common materials, such as plastic, metal, or soil means that there is no concern of negative health impacts from the electric fields generated by a solar facility. Thus, the remainder of this section addresses magnetic fields. Magnetic fields are not shielded by most common materials and thus can easily pass through them. Both types of fields are strongest close to the source of electric generation and weaken quickly with distance from the source.

The direct current (DC) electricity produced by PV panels produce stationary (0 Hz) electric and magnetic fields. Because of minimal concern about potential risks of stationary fields, little scientific research has examined stationary fields' impact on human health.⁶⁷ In even the largest PV facilities, the DC voltages and currents are not very high. One can illustrate the weakness of the EMF generated by a PV panel by placing a compass on an operating solar panel and observing that the needle still points north.

While the electricity throughout the majority of a solar site is DC electricity, the inverters convert this DC electricity to alternating current (AC) electricity matching the 60 Hz frequency of the grid. Therefore, the inverters and the wires delivering this power to the grid are producing non-stationary EMF, known as extremely low frequency (ELF) EMF, normally oscillating with a frequency of 60 Hz. This frequency is at the low-energy end of the electromagnetic spectrum. Therefore, it has less energy than other commonly encountered types of non-ionizing radiation like radio waves, infrared radiation, and visible light.

The wide use of electricity results in background levels of ELF EMFs in nearly all locations where people spend time – homes, workplaces, schools, cars, the supermarket, etc. A person's average exposure depends upon the sources they encounter, how close they are to them, and the amount of time they spend there.⁶⁸ As stated above, the average exposure to magnetic fields in the U.S. is estimated to be around one mG or 0.1 μ T, but can vary considerably depending on a person's exposure to EMF from electrical devices and wiring.⁶⁹ At times we are often exposed to much higher ELF magnetic fields, for example when standing three feet from a refrigerator the ELF magnetic field is 6 mG and when standing three feet from a microwave oven the field is about 50 mG.⁷⁰ The strength of these fields diminish quickly with distance from the source, but when surrounded by electricity in our homes and other buildings moving away from

one source moves you closer to another. However, unless you are inside of the fence at a utility-scale solar facility or electrical substation it is impossible to get very close to the EMF sources. Because of this, EMF levels at the fence of electrical substations containing high voltages and currents are considered "generally negligible".^{71,72}

The strength of ELF-EMF present at the perimeter of a solar facility or near a PV system in a commercial or residential building is significantly lower than the typical American's average EMF exposure.^{73,74} Researchers in Massachusetts measured magnetic fields at PV projects and found the magnetic fields dropped to very low levels of 0.5 mG or less, and in many cases to less than background levels (0.2 mG), at distances of no more than nine feet from the residential inverters and 150 feet from the utility-scale inverters.⁷⁵ Even when measured within a few feet of the utility-scale inverter, the ELF magnetic fields were well below the International Commission on Non-Ionizing Radiation Protection's recommended magnetic field level exposure limit for the general public of 2,000 mG.⁷⁶ It is typical that utility scale designs locate large inverters central to the PV panels that feed them because this minimizes the length of wire required and shields neighbors from the sound of the inverter's cooling fans. Thus, it is rare for a large PV inverter to be within 150 feet of the project's security fence.

Anyone relying on a medical device such as pacemaker or other implanted device to maintain proper heart rhythm may have concern about the potential for a solar project to interfere with the operation of his or her device. However, there is no reason for concern because the EMF outside of the solar facility's fence is less than 1/1000 of the level at which manufacturers test for ELF EMF interference, which is 1,000 mG.⁷⁷ Manufacturers of potentially affected implanted devices often provide advice on electromagnetic interference that includes avoiding letting the implanted device get too close to certain sources of fields such as some

household appliances, some walkie-talkies, and similar transmitting devices. Some manufacturers' literature does not mention high-voltage power lines, some say that exposure in public areas should not give interference, and some advise not spending extended periods of time close to power lines.⁷⁸

3. Electric Shock and Arc Flash Hazards

There is a real danger of electric shock to anyone entering any of the electrical cabinets such as combiner boxes, disconnect switches, inverters, or transformers; or otherwise coming in contact with voltages over 50 Volts.⁷⁹ Another electrical hazard is an arc flash, which is an explosion of energy that can occur in a short circuit situation. This explosive release of energy causes a flash of heat and a shockwave, both of which can cause serious injury or death. Properly trained and equipped technicians and electricians know how to safely install, test, and repair PV systems, but there is always some risk of injury when hazardous voltages and/or currents are present. Untrained individuals should not attempt to inspect, test, or repair any aspect of a PV system due to the potential for injury or death due to electric shock and arc flash. The National Electric Code (NEC) requires appropriate levels of warning signs on all electrical components based on the level of danger determined by the voltages and current potentials. The national electric code also requires the site to be secured from unauthorized visitors with either a six-foot chain link fence with three strands of barbed wire or an eight-foot fence, both with adequate hazard warning signs.

4. Fire Safety

The possibility of fires resulting from or intensified by PV systems may trigger concern among the

general public as well as among firefighters. However, concern over solar fire hazards should be limited because only a small portion of materials in the panels are flammable, and those components cannot self-support a significant fire. Flammable components of PV panels include the thin layers of polymer encapsulates surrounding the PV cells, polymer backsheets (framed panels only), plastic junction boxes on rear of panel, and insulation on wiring. The rest of the panel is composed of non-flammable components, notably including one or two layers of protective glass that make up over three quarters of the panel's weight.

Heat from a small flame is not adequate to ignite a PV panel, but heat from a more intense fire or energy from an electrical fault can ignite a PV panel.⁸⁰ One real-world example of this occurred during July 2015 in an arid area of California. Three acres of grass under a thin film PV facility burned without igniting the panels mounted on fixed-tilt racks just above the grass.⁸¹ While it is possible for electrical faults in PV systems on homes or commercial buildings to start a fire, this is extremely rare.⁸² Improving understanding of the PV-specific risks, safer system designs, and updated fire-related codes and standards will continue to reduce the risk of fire caused by PV systems.

PV systems on buildings can affect firefighters in two primary ways, 1) impact their methods of fighting the fire, and 2) pose safety hazard to the firefighters. One of the most important techniques that firefighters use to suppress fire is ventilation of a building's roof. This technique allows superheated toxic gases to quickly exit the building. By doing so, the firefighters gain easier and safer access to the building. Ventilation of the roof also makes the challenge of putting out the fire easier. However, the placement of rooftop PV panels may interfere with ventilating the roof by limiting access to desired venting locations.

New solar-specific building code requirements are working to minimize these concerns. Also, the

latest National Electric Code has added requirements that make it easier for first responders to safely and effectively turn off a PV system. Concern for firefighting a building with PV can be reduced with proper fire fighter training, system design, and installation. Numerous organizations have studied fire fighter safety related to PV. Many organizations have published valuable guides and training programs. Some notable examples are listed below.

- The International Association of Fire Fighters (IAFF) and International Renewable Energy Council (IREC) partnered to create an online training course that is far beyond the PowerPoint click-and-view model. The self-paced online course, “Solar PV Safety for Fire Fighters,” features rich video content and simulated environments so fire fighters can practice the knowledge they’ve learned. www.iaff.org/pvsafetytraining
- [Photovoltaic Systems and the Fire Code](#): Office of NC Fire Marshal
- [Fire Service Training](#), Underwriter’s Laboratory
- [Firefighter Safety and Response for Solar Power Systems](#), National Fire Protection Research Foundation
- [Bridging the Gap: Fire Safety & Green Buildings](#), National Association of State Fire Marshalls
- [Guidelines for Fire Safety Elements of Solar Photovoltaic Systems](#), Orange County Fire Chiefs Association
- [Solar Photovoltaic Installation Guidelines](#), California Department of Forestry & Fire Protection, Office of the State Fire Marshall
- [PV Safety & Firefighting](#), Matthew Paiss, Homepower Magazine
- [PV Safety and Code Development](#): Matthew Paiss, Cooperative Research Network

Summary

The purpose of this paper is to address and alleviate concerns of public health and safety for utility-scale solar PV projects. Concerns of public health and safety were divided and discussed in the four following sections: (1) Toxicity, (2) Electromagnetic Fields, (3) Electric Shock and Arc Flash, and (4) Fire. In each of these sections, the negative health and safety impacts of utility-scale PV development were shown to be negligible, while the public health and safety benefits of installing these facilities are significant and far outweigh any negative impacts.

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- 1 Wiser, Ryan, Trieu Mai, Dev Millstein, Jordan Macknick, Alberta Carpenter, Stuart Cohen, Wesley Cole, Bethany Frew, and Garvin A. Heath. 2016. On the Path to SunShot: The Environmental and Public Health Benefits of Achieving High Penetrations of Solar Energy in the United States. Golden, CO: National Renewable Energy Laboratory. Accessed March 2017, www.nrel.gov/docs/fy16osti/65628.pdf
 - 2 IRENA and IEA-PVPS (2016), “End-of-Life Management: Solar Photovoltaic Panels,” International Renewable Energy Agency and International Energy Agency Photovoltaic Power Systems.
 - 3 National Renewable Energy Laboratory, *Overview of Field Experience – Degradation Rates & Lifetimes*. September 14, 2015. Solar Power International Conference. Accessed March 2017, www.nrel.gov/docs/fy15osti/65040.pdf
 - 4 Miesel et al. *SolarCity Photovoltaic Modules with 35 Year Useful Life*. June 2016. Accessed March 2017. <http://www.solarcity.com/newsroom/reports/solarcity-photovoltaic-modules-35-year-useful-life>
 - 5 David Unger. *Are Renewables Stormproof? Hurricane Sandy Tests Solar, Wind*. November 2012. Accessed March 2017. <http://www.csmonitor.com/Environment/Energy-Voices/2012/1119/Are-renewables-stormproof-Hurricane-Sandy-tests-solarwind> & <http://www.csmonitor.com/Environment/Energy-Voices/2012/1119/Are-renewables-stormproof-Hurricane-Sandytests-solar-wind>
 - 6 NEXTracker and 365 Pronto, *Tracking Your Solar Investment: Best Practices for Solar Tracker O&M*.

Accessed March 2017.

www.nextracker.com/content/uploads/2017/03/NEX-Tracker_OandM-WhitePaper_FINAL_March-2017.pdf

7 Christiana Honsberg, Stuart Bowden. *Overview of Screen Printed Solar Cells*. Accessed January 2017.

www.pveducation.org/pvcdrom/manufacturing/screen-printed

8 Silicon Valley Toxics Coalition. *2015 Solar Scorecard*. Accessed August 2016.

www.solarscorecard.com/2015/2015-SVTC-Solar-Scorecard.pdf

9 European Commission. *Recast of Reduction of Hazardous Substances (RoHS) Directive*. September 2016. Accessed August 2016.

http://ec.europa.eu/environment/waste/rohs_eee/index_en.htm

10 Official Journal of the European Union, *DIRECTIVE 2011/65/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment*. June 2011. Accessed May 2017.

<http://eur-lex.europa.eu/legalcontent/EN/TXT/PDF/?uri=CELEX:32011L0065&from=en>

11 Giancarlo Giacchetta, Mariella Leporini, Barbara Marchetti. *Evaluation of the Environmental Benefits of New High Value Process for the Management of the End of Life of Thin Film Photovoltaic Modules*. July 2013. Accessed August 2016.

www.researchgate.net/publication/257408804_Evaluation_of_the_environmental_benefits_of_new_high_value_process_for_the_management_of_the_end_of_life_of_thin_film_photovoltaic_modules

12 European Commission. *Study on Photovoltaic Panels Supplementing The Impact Assessment for a Recast of the Weee Directive*. April 2011. Accessed August 2016.

<http://ec.europa.eu/environment/waste/weee/pdf/Study%20on%20PVs%20Bio%20final.pdf>

14 The amount of lead in a typical car battery is 21.4 pounds. Waste 360. Chaz Miller. *Lead Acid Batteries*. March 2006. Accessed August 2016.

http://waste360.com/mag/waste_leadacid_batteries_3

15 Okkenhaug G. *Leaching from CdTe PV module material results from batch, column and availability tests*. Norwegian Geotechnical Institute, NGI report No. 20092155-00-6-R; 2010

16 International Journal of Advanced Applied Physics Research. Renate Zapf-Gottwick1, et al. *Leaching*

Hazardous Substances out of Photovoltaic Modules. January 2015. Accessed January 2016.

www.cosmosscholars.com/phms/index.php/ijaapr/article/download/485/298

17 *ibid*

18 Parikhith Sinha, et al. *Evaluation of Potential Health and Environmental Impacts from End-Of-Life Disposal of Photovoltaics*, Photovoltaics, 2014. Accessed May 2016

19 Bonnet, D. and P. Meyers. 1998. *Cadmium-telluride—Material for thin film solar cells*. J. Mater. Res., Vol. 13, No. 10, pp. 2740-2753

20 V. Fthenakis, K. Zweibel. *CdTe PV: Real and Perceived EHS Risks*. National Center of Photovoltaics and Solar Program Review Meeting, March 24-26, 2003. www.nrel.gov/docs/fy03osti/33561.pdf. Accessed May 2017

21 International Energy Agency Photovoltaic Power Systems Programme. *Life Cycle Inventories and Life Cycle Assessments of Photovoltaic Systems*. March 2015. Accessed August 2016.

<http://iea-pvps.org/index.php?id=315>

22 Data not available on fraction of various generation sources offset by solar generation in NC, but this is believed to be a reasonable rough estimate. The SunShot report entitled *The Environmental and Public Health Benefits of Achieving High Penetrations of Solar Energy in the United States* analysis contributes significant (% not provided) offsetting of coal-fired generation by solar PV energy in the southeast.

23 $7 \text{ MWDC} * 1.5 \text{ GWh/MWDC} * 25 \text{ years} * 0.93 \text{ degradation factor} * (0.1 * 4.65 \text{ grams/GWh} + 0.9 * 0.2 \text{ grams/GWh})$

24 Vasilis Fthenakis. *CdTe PV: Facts and Handy Comparisons*. January 2003. Accessed March 2017.

https://www.bnl.gov/pv/files/pdf/art_165.pdf

25 Kaczmar, S., *Evaluating the Read-Across Approach on CdTe Toxicity for CdTe Photovoltaics*, SETAC North America 32nd Annual Meeting, Boston, MA, November 2011. Available at:

<ftp://ftp.co.imperial.ca.us/icpds/eir/campo-verdesolar/final/evaluating-toxicity.pdf>, Accessed May 2017

27 V. M. Fthenakis et al, *Emissions and Encapsulation of Cadmium in CdTe PV Modules During Fires* Renewable Progress in Photovoltaics: Research and Application: Res. Appl. 2005; 13:1–11, Accessed March 2017, www.bnl.gov/pv/files/pdf/abs_179.pdf

28 Fthenakis V.M., *Life Cycle Impact Analysis of Cadmium in CdTe Photovoltaic Production*, Renewable

- and Sustainable Energy Reviews, 8, 303-334, 2004. www.clca.columbia.edu/papers/Life_Cycle_Impact_Analysis_Cadmium_CdTe_Photovoltaic_production.pdf, Accessed May 2017
- 29 International Renewable Energy Agency. Stephanie Weckend, Andreas Wade, Garvin Heath. *End of Life Management: Solar Photovoltaic Panels*. June 2016. Accessed November 2016.
- 30 International Journal of Advanced Applied Physics Research. Renate Zapf-Gottwick¹, et al. *Leaching Hazardous Substances out of Photovoltaic Modules*. January 2015. Accessed January 2016. www.cosmoscholars.com/phms/index.php/ijaapr/article/download/485/298
- 31 Cunningham D., Discussion about TCLP protocols, Photovoltaics and the Environment Workshop, July 23-24, 1998, Brookhaven National Laboratory, BNL-52557
- 32 Parikhit Sinha, et al. Evaluation of Potential Health and Environmental Impacts from End-Of-Life Disposal of Photovoltaics, Photovoltaics, 2014. Accessed May 2016
- 33 Practical Handbook of Photovoltaics: Fundamentals and Applications. T. Markvart and L. Castaner. *Chapter VII-2: Overview of Potential Hazards*. December 2003. Accessed August 2016. https://www.bnl.gov/pv/files/pdf/art_170.pdf
- 34 Norwegian Geotechnical Institute. *Environmental Risks Regarding the Use and End-of-Life Disposal of CdTe PV Modules*. April 2010. Accessed August 2016. <https://www.dtsc.ca.gov/LawsRegsPolicies/upload/Norwegian-Geotechnical-InstituteStudy.pdf>
- 35 First Solar. Dr. Yasunari Matsuno. December 2013. August 2016. *Environmental Risk Assessment of CdTe PV Systems to be considered under Catastrophic Events in Japan*. http://www.firstsolar.com/-/media/Documents/Sustainability/PeerReviews/Japan_Peer-Review_Matsuno_CdTe-PV-Tsunami.ashx
- 36 First Solar. Parikhit Sinha, Andreas Wade. *Assessment of Leaching Tests for Evaluating Potential Environmental Impacts of PV Module Field Breakage*. 2015 IEEE
- 37 See p. 22 of First Solar, Sustainability Report. Available at: www.firstsolar.com/-/media/FirstSolar/Sustainability-Documents/03801_FirstSolar_SustainabilityReport_08MAR16_Web.ashx, Accessed May 2017
- 38 40 CFR §261.24. *Toxicity Characteristic*. May 2017. Accessed May 2017. https://www.ecfr.gov/cgi-bin/textidx/?node=se40.26.261_124&rgn=div8
- 39 Office of Energy Efficiency & Renewable Energy. *Copper Indium Gallium Diselenide*. Accessed March 2017. <https://www.energy.gov/eere/sunshot/copper-indium-gallium-diselenide>
- 40 Mathias Maehlum. *Best Thin Film Solar Panels – Amorphous, Cadmium Telluride or CIGS?* April 2015. Accessed March 2017. <http://energyinformative.org/best-thin-film-solar-panels-amorphous-cadmium-telluride-cigs/>
- 41 RoHS tested certificate for Solar Frontier PV modules. TUV Rheinland, signed 11.11.2013
- 42 International Renewable Energy Agency. Stephanie Weckend, Andreas Wade, Garvin Heath. *End of Life Management: Solar Photovoltaic Panels*. June 2016. Accessed November 2016. http://www.irena.org/DocumentDownloads/Publications/IRENA_IEAPVPS_End-of-Life_Solar_PV_Panels_2016.pdf
- 43 40 C.F.R. §261.10. *Identifying the Characteristics of Hazardous Waste and for Listing Hazardous Waste*. November 2016. Accessed November 2016 <http://www.ecfr.gov/cgi-bin/textidx?SID=ce0006d-66da40146b490084ca2816143&mc=true&node=pt40.26.261&rgn=div5#sp40.28.261.b>
- 44 40 C.F.R. §261.24 *Toxicity Characteristic*. November 2016. Accessed November 2016. http://www.ecfr.gov/cgi-bin/textidx?SID=ce0006d-66da40146b490084ca2816143&mc=true&node=pt40.26.261&rgn=div5#se40.28.261_124
- 45 International Renewable Energy Agency. Stephanie Weckend, Andreas Wade, Garvin Heath. *End of Life Management: Solar Photovoltaic Panels*. June 2016. Accessed November 2016. http://www.irena.org/DocumentDownloads/Publications/IRENA_IEAPVPS_End-of-Life_Solar_PV_Panels_2016.pdf
- 46 TLCP test results from third-party laboratories for REC, Jinko, and Canadian Solar silicon-based panels. Provided by PV panel manufacturers directly or indirectly to authors
- 47 Sinovoltaics, Introduction to *Solar Panel Recycling*, March 2014. Accessed October 2016. <http://sinovoltaics.com/solarbasics/introduction-to-solar-panel-recycling/>
- 48 Brookhaven National Laboratory. Vasilis Fthenakis,

Regulations on Photovoltaic Module Disposal and Recycling. January 29, 2001.

49 Parikhith Sinha, et al. Evaluation of Potential Health and Environmental Impacts from End-Of-Life Disposal of Photovoltaics, Photovoltaics, 2014.

50 First Solar. Parikhith Sinha, Andreas Wade. *Assessment of Leaching Tests for Evaluating Potential Environmental Impacts of PV Module Field Breakage*. October 2015. Accessed August 2016.

<http://www.firstsolar.com/-/media/Documents/Sustainability/PVSC42-Manuscript-20150912--Assessment-of-Leaching-Tests-for-Evaluating-Potential-Environmental-Impacts.pdf>

51 First Solar. Dr. Yasunari Matsuno. December 2013. *Environmental Risk Assessment of CdTe PV Systems to be considered under Catastrophic Events in Japan*.

http://www.firstsolar.com/-/media/Documents/Sustainability/PeerReviews/Japan_Peer-Review_Matsuno_CdTe-PV-Tsunami.pdf

52 Phone interview, February 3, 2016, TT&E Iron & Metal, Garner, NC www.ncscrapmetal.com

53 Wen-His Huang, et al. *Strategy and Technology To Recycle Water-silicon Solar Modules*. Solar Energy, Volume 144, March 2017, Pages 22-31

54 International Renewable Energy Agency. Stephanie Weckend, Andreas Wade, Garvin Heath. *End of Life Management: Solar Photovoltaic Panels*. June 2016. Accessed November 2016.

http://www.irena.org/DocumentDownloads/Publications/IRENA_IEAPVPS_End-of-Life_Solar_PV_Panels_2016.pdf

55 Official Journal of the European Union. *Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on Waste Electrical and Electronic Equipment*. July 2012. Accessed November 2016.

<http://eurlex.europa.eu/legal-content/EN/TXT/?uri=cel-ex%3A32012L0019>

56 PV CYCLE. *Annual Report 2015*. Accessed November 2016.

<https://pvcyclepublications.cld.bz/Annual-Report-PV-CYCLE-2015/6-7>

57 Official Journal of the European Union. *Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on Waste Electrical and Electronic Equipment*. July 2012. Accessed November 2016.

<http://eurlex.europa.eu/legal-content/EN/TXT/?uri=cel-ex%3A32012L0019>

58 SEIA National PV Recycling Program:

www.seia.org/seia-national-pv-recycling-program

59 RBI Solar, Decommissioning Plan submitted to Catawba County associated with permitting of a 5MW solar project in June 2016. Accessed April 2017.

www.catawbacountync.gov/Planning/Projects/Rezonings/RZ2015-05_DecommissioningPlan.pdf

60 Birdseye Renewables, Decommissioning Plan submitted to Catawba County associated with permitting of a 5MW solar project in May 2015. Accessed April 2017.

www.catawbacountync.gov/Planning/Projects/Rezonings/RZ2015-04_DecommissioningPlan.pdf

61 Cypress Creek Renewables, Decommissioning Plan submitted to Catawba County associated with permitting of a 5MW solar project in September 2016. Accessed April 2017.

www.catawbacountync.gov/Planning/Projects/Rezonings/RZ2016-06decommission.pdf

62 Sun Raised Farms:

<http://sunraisedfarms.com/index.html>

63 National Institute of Environmental Health Sciences and National Institutes of Health, EMF: Electric and Magnetic Fields Associated with Electric Power: Questions and Answers, June 2002

64 World Health Organization. *Electromagnetic Fields and Public Health: Exposure to Extremely Low Frequency Fields*. June 2007. Accessed August 2016.

<http://www.who.int/peh-emf/publications/facts/fs322/en/>

65 Committee on the Possible Effects of Electromagnetic Fields on Biologic Systems, National Research Council, Possible Health Effects of Exposure to Residential Electric and Magnetic Fields, ISBN: 0-309-55671-6, 384 pages, 6 x 9, (1997) This PDF is available from the National Academies Press at:

<http://www.nap.edu/catalog/5155.html>

66 World Health Organization. *Electromagnetic Fields and Public Health: Exposure to Extremely Low Frequency Fields*. June 2007. Accessed August 2016.

<http://www.who.int/peh-emf/publications/facts/fs322/en/>

67 World Health Organization. *Electromagnetic Fields and Public Health: Static Electric and Magnetic Fields*. March 2006. Accessed August 2016.

<http://www.who.int/peh-emf/publications/facts/fs299/en/>

68 Asher Sheppard, Health Issues Related to the Static and Power-Frequency Electric and Magnetic Fields (EMFs) of the Soitec Solar Energy Farms, April

30, 2014. Accessed March 2017:

www.sandiegocounty.gov/content/dam/sdc/pds/ceqa/Soitec-Documents/Final-EIR-Files/Appendix_9.0-1_EMF.pdf

69 Massachusetts Clean Energy Center. *Study of Acoustic and EMF Levels from Solar Photovoltaic Projects*. December 2012. Accessed August 2016.

70 Duke Energy Corporation. *Frequently Asked Questions: Electric and Magnetic Fields*. Accessed August 2016.

https://www.duke-energy.com/about-energy/frequently_asked_questions.asp

71 National Institute of Environmental Health Sciences, *Electric and Magnetic Fields Associate with the use of Electric Power: Questions and Answers*, 2002. Accessed November 2016

www.niehs.nih.gov/health/materials/electric_and_magnetic_fields

72 Duke Energy Corporation. *Frequently Asked Questions: Electric and Magnetic Fields*. Accessed August 2016.

https://www.duke-energy.com/about-energy/frequently_asked_questions.asp

73 R.A. Tell et al, *Electromagnetic Fields Associated with Commercial Solar Photovoltaic Electric Power Generating Facilities*, Journal of Occupational and Environmental Hygiene, Volume 12, 2015,- Issue 11. Abstract Accessed March 2016:

<http://www.tandfonline.com/doi/full/10.1080/15459624.2015.1047021>

74 Massachusetts Department of Energy Resources,

Massachusetts Department of Environmental Protection, and Massachusetts Clean Energy Center. *Questions & Answers: Ground-Mounted Solar Photovoltaic Systems*. June 2015. Accessed August 2016.

<http://www.mass.gov/eea/docs/doer/renewables/solar/solar-pv-guide.pdf>

75 Ibid.

76 Ibid.

77 *EMFs and medical devices*, Accessed March 2017.

www.emfs.info/effects/medical-devices/

78 Ibid.

79 Damon McCluer. *Electrical Construction & Maintenance: NFPA 70E's Approach to Considering DC Hazards*. September 2013. Accessed October 2016.

<http://ecmweb.com/safety/nfpa-70e-s-approach-considering-dc-hazards>

80 Hong-Yun Yang, et. al. *Experimental Studies on the Flammability and Fire Hazards of Photovoltaic Modules, Materials*. July 2015. Accessed August 2016.

<http://www.mdpi.com/1996-1944/8/7/4210/pdf>

81 Matt Fountain. The Tribune. *Fire breaks out at Topaz Solar Farm*. July 2015. Accessed August 2016.

www.sanluisobispo.com/news/local/article39055539.html

82 Cooperative Research Network. Matthew Paiss. *Tech Surveillance: PV Safety & Code Developments*. October 2014. Accessed August 2016.

http://www.nreca.coop/wp-content/uploads/2013/06/ts_pv_fire_safety_oct_2014.pdf



Report to the Green Bay Plan Commission

MEETING DATE

March 19, 2024

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # Q.2

To approve the request to create a 4-lot Certified Survey Map that includes public street dedication at 0 Lime Kiln Road (Parcel 23-243-1) with the following conditions:

1. Compliance with all regulations of the Green Bay Municipal Code.
2. The Certified Survey Map must comply with all land division review comments prior to being recorded.

BACKGROUND

Reason for Request: To create a 4-lot Certified Survey Map (CSM) that includes the dedication of right-of-way for the development of a mixed-use neighborhood that will have new housing opportunities, destination community parks, and an urban farm with a community center facility/barn.

Subject Parcel Zoning and Land Use: Subject area is vacant and zoned Planned Unit Development (PUD).

Surrounding Zoning and Land Uses:

NORTH: Business Park District (BP) Green Bay School District Services Building

SOUTH: Village of Bellevue Railroad Tracks

EAST: Village of Bellevue Single-family homes and Walmart Store

WEST: Public Institutional District (PI) Kroc Community Center

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for light industrial use. The recent zoning change to Planned Unit Development (December 2023) included a condition that the future land use plan reflects the residential nature of the property when it is rewritten.

Analysis: In December 2023, the City Council approved a Planned Unit Development (PUD) for this site. The project is known as the JBS Redevelopment Project. For background, the overall development area is approximately 25.61 acres of land with 22.98 located within the City of Green Bay and 2.63 acres being located within the Village of Bellevue. The development is proposed to incorporate three primary elements:

- **Housing:** A variety of housing choices and types are proposed to be included in the development plan. The Redevelopment Authority is soliciting proposals from developers with an emphasis on including both owner-occupied and rental single-family, two-family, townhomes, and lower density multifamily units. The intent is to provide both market rate and affordable options.
- **Community Parks:** Active and passive recreation opportunities and programmable spaces are proposed strategically throughout the development to enhance the area.
- **Urban Farming:** A concept to focus more on the family level sustainability of production with potential training and support facilities including a community center.

Key aspects of the plan include a Grand Boulevard and an “activity zone” that will connect the development to Guns Street. The Grand Boulevard roadway will be designed to support both vehicular traffic and community activity. Other key aspects are longer-term goals of providing connectivity between existing

neighborhoods (both vehicular and pedestrian) within the City of Green Bay and an east-west connecting roadway between Lime Kiln Road and Guns Road.

After the PUD was approved, the Redevelopment Authority (RDA) issued a Request for Proposals with those due March 29, 2024, and submitted a Certified Survey Map (CSM) to the Department of Community and Economic Development for review and approval. Certified Survey Maps and Plats that include a dedication to the public require approval by City Council. In the past, this has been done administratively. The CSM for this project does include the creation of new roads and is being brought before the Plan Commission and City Council for that reason. A separate CSM has been created for the portion of the development located in the Village of Bellevue. That CSM is currently being reviewed by the Village. A public hearing about this item is scheduled to be held by the City Council on April 16, 2024.

Planning staff have forwarded the 4-lot CSM to the land division review team for review. Comments are due March 21, 2024. Since the CSM may be revised to address any comments received, staff recommends that a condition for approval is that the CSM must comply with all land division review comments prior to being recorded.

RECOMMENDATION

Staff is recommending approval of the request, subject to the following conditions:

1. Compliance with all regulations of the Green Bay Municipal Code.
2. The Certified Survey Map must comply with all land division review comments prior to being recorded.

FISCAL IMPACT

ATTACHMENTS

1. CSM 24-07 0 Lime Kiln Preliminary CSM
2. CSM 24-07 Location Map
3. P.O. 01-24 regarding CSM at 0 Lime Kiln Road

PRELIMINARY
2-27-24

BROWN COUNTY, WISCONSIN

**FREE**

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Project No: 2022-0399

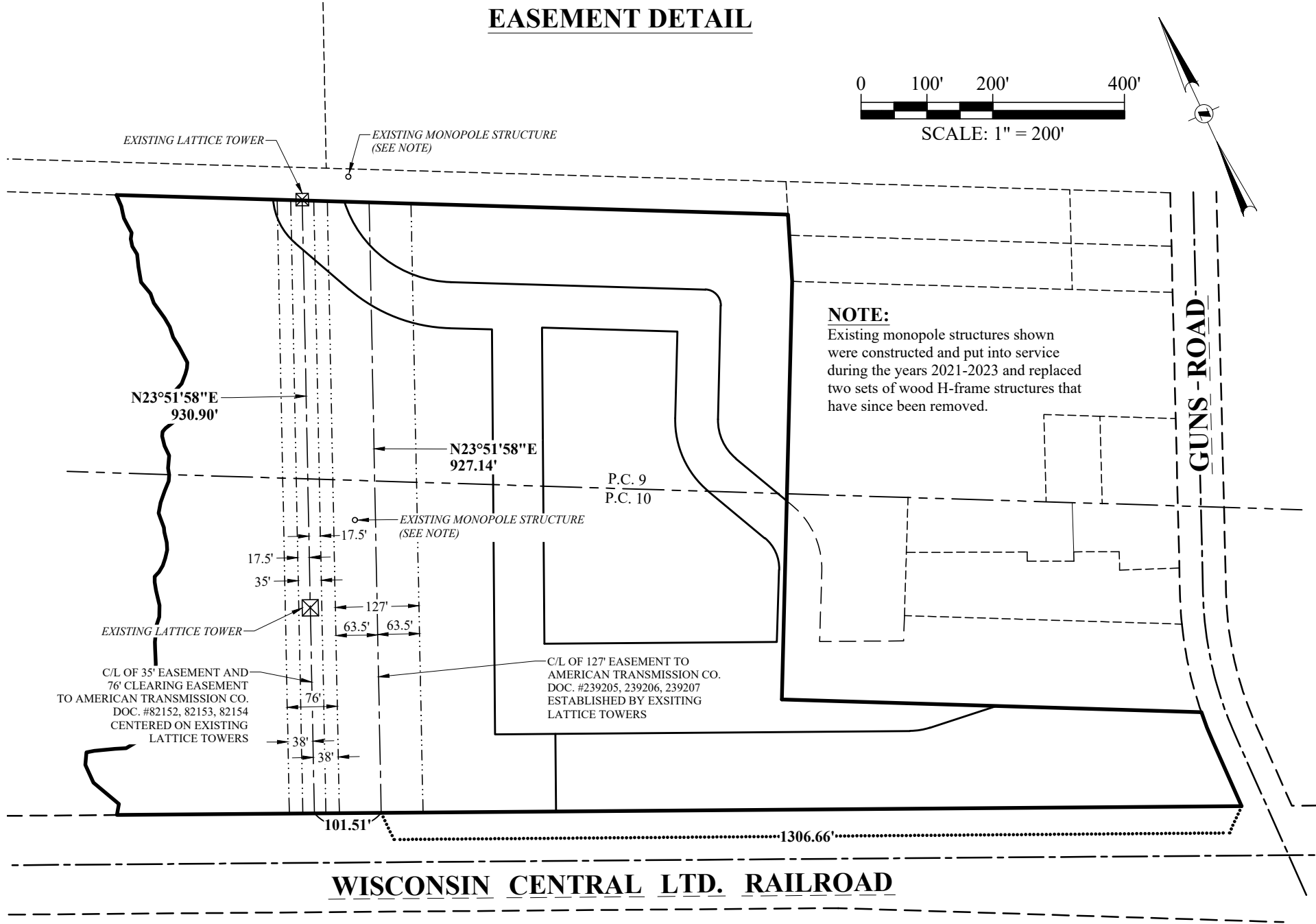
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Drawn By: TMC

Drawn By: TML
Sheet No: 1 of 6

PRELIMINARY
2-27-24

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF VOLUME 53 OF CERTIFIED SURVEY MAPS PAGE 221, MAP NO. 7758,
RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10,
EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



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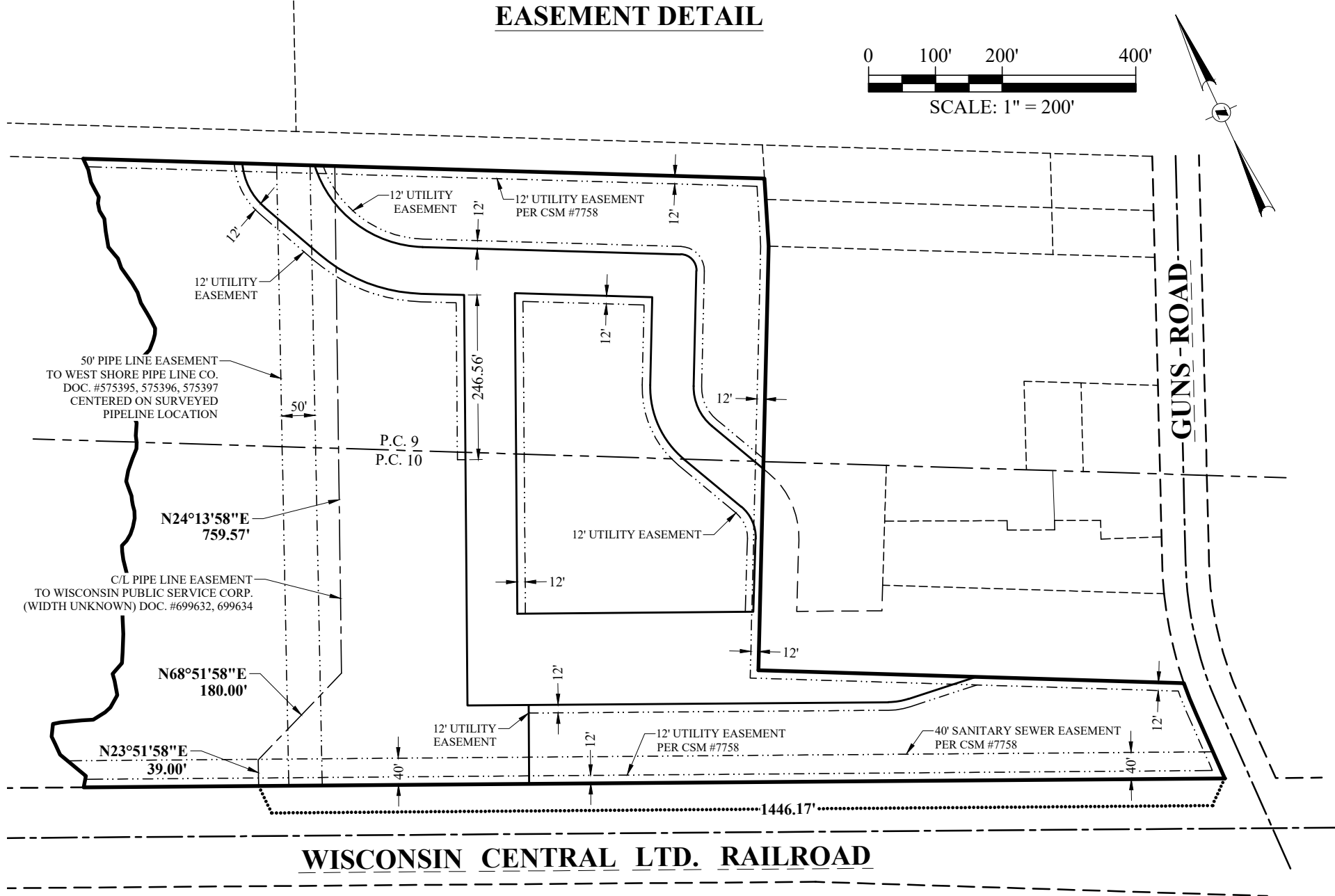
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Project No: 2022-0399
Drawn By: TMC
Sheet No: 2 of 6

PRELIMINARY
2-27-24

CERTIFIED SURVEY MAP

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Project No:

2022-0399

Drawn By:

TMC

Sheet No:

3 of 6

CERTIFIED SURVEY MAP

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EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°26'20"W	101.61'
L2	S01°02'03"W	105.94'
L3	S24°26'52"E	108.30'
L4	S63°20'00"E	64.33'
L5	S65°27'00"E	91.64'
L6	N24°33'00"E	118.00'
L7	S26°21'53"W	119.86'
L8	S25°16'37"E	111.14'
L9	S26°44'53"W	109.31'
L10	S26°21'53"W	172.58'
L11	S25°16'37"E	100.55'
L12	S83°06'23"E	106.24'

CURVE TABLE

CURVE #	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH	DELTA	TAN. IN	TAN. OUT
C1	588.04'	49.16'	S03°25'44"W	49.14'	4°47'22"	S05°49'25"W	S01°02'03"W
C2	96.50'	76.18'	S01°50'01"E	74.21'	45°13'43"	S20°46'51"W	S24°26'52"E
C3	245.00'	166.28'	S43°53'26"E	163.10'	38°53'07"	S24°26'52"E	S63°20'00"E
C4	12.00'	18.79'	S18°29'03"E	16.93'	89°41'53"	S63°20'00"E	S26°21'53"W
C5	140.00'	126.18'	S00°32'38"W	121.96'	51°38'30"	S26°21'53"W	S25°16'37"E
C6	60.00'	54.48'	S00°44'08"W	52.63'	52°01'30"	S25°16'37"E	S26°44'53"W
C7	175.00'	216.30'	S27°55'27"E	202.79'	70°49'04"	S07°29'05"W	S63°20'00"E
C8	24.00'	37.57'	S18°29'03"E	33.85'	89°41'53"	S63°20'00"E	S26°21'53"W
C9	75.00'	67.60'	S00°32'38"W	65.33'	51°38'30"	S26°21'53"W	S25°16'37"E
C10	99.50'	30.66'	S74°16'41"E	30.54'	17°39'23"	S65°27'00"E	S83°06'23"E

PRELIMINARY
2-27-24

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF VOLUME 53 OF CERTIFIED SURVEY MAPS PAGE 221, MAP NO. 7758,
RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10,
EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Troy M. Collins, Professional Land Surveyor, do hereby certify that I have surveyed, divided, mapped, and dedicated all of Lot 1 of Volume 53 Certified Survey Maps, Page 221, Map No. 7758, recorded as Document No. 2350722, and part of Lot 1 of the Subdivision of Private Claims 10 and 11, East Side Fox River, located in the City of Green Bay and the Village Bellevue, Brown County, Wisconsin, fully described as follows:

Commencing at Brown County Certified Land Corner 31G/H-9/10, being the Northeast corner of Private Claim 10, East Side Fox River; Thence N86°24'43"W, 1149.57 feet to a point on the Westerly right-of-way line of Guns Road, being the Southernmost corner of Lot 1 of Certified Survey Map No. 7758 and the Point of Beginning; Thence N65°27'00"W, 1554.79 feet along the Southerly line of said Lot 1 to a meander line; Thence N26°19'21"E, 935.22 feet along said meander line to the Northerly line of said Lot 1; Thence S63°20'00"E, 844.60 feet along said Northerly line to the Northeasterly corner of said Lot 1; Thence S21°26'20"W, 101.61 feet along the Easterly line of said Lot 1; Thence S26°23'53"W, 635.05 feet along said Easterly line; Thence S63°15'16"E, 637.30 feet along said Easterly line to said Westerly right-of-way line; Thence 49.16 feet Southerly along said Westerly right-of-way line, being the arc of a 588.04 foot radius curve to the left whose long chord bears S03°25'44"W, 49.14 feet; Thence S01°02'03"W, 105.94 feet along said Westerly right-of-way line to the point of beginning.

Parcel contains 992,239 Sq. Feet (22.779 Acres), more or less, and is intended to include all lands lying between the meander line and the centerline of a navigable waterway, being the Westerly line of said Lot 1, and is subject to all easements and restrictions of record.

That such plat is a correct representation of all exterior boundaries of the lands surveyed and the division thereof made; That I have made such survey, land division, and plat by the direction of the Redevelopment Authority of the City of Green Bay; That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin State Statutes, and the land division ordinances of the City of Green Bay in surveying, dividing, and mapping the same.

Troy M. Collins
Professional Land Survey S-2995

Dated

SURVEYOR'S NOTES:

This Certified Survey Map is contained wholly within the following:

Tax Parcel No:	Owner:	Recorded Document:
23-243-1	Redevelopment Authority of the City of Green Bay	2979230

Title search completed on Parcel 23-243-1 by Lighthouse Title, Inc., File No. WGB23-10314358.

RESTRICTIVE COVENANTS:

- Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
- The land on all side and rear lot lines shall be graded by the subdivider and maintained by the property owner to provide for adequate drainage of surface water.



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Project No: 2022-0399
Drawn By: TMC
Sheet No: 5 of 6

PRELIMINARY
2-27-24

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF VOLUME 53 OF CERTIFIED SURVEY MAPS PAGE 221, MAP NO. 7758,
RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10,
EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owner, I hereby certify that I have caused the lands described on this Certified Survey Map to be surveyed, divided, dedicated and mapped as represented hereon. I also certify that this Certified Survey Map is required to be submitted to the following for approval or objection: City of Green Bay and Brown County.

Gary J. Delveaux
Chair, Redevelopment Authority of the City of Green Bay

Dated

State of Wisconsin)
County of Brown) ss

Personally, came before me this _____ day of _____, 2024, the above named Gary J. Delveaux, to me known to be the person who executed the foregoing instrument and hereby acknowledge the same.

_____, Notary Public, _____, County, Wisconsin.

My commission expires _____.

CITY OF GREEN BAY CLERK CERTIFICATE OF APPROVAL:

As duly appointed clerk for the City of Green Bay, I hereby certify that the records in our office show no unredeemed taxes and no unpaid special assessments affecting any of the lands included on this Certified Survey Map as of the date listed below:

Celestine Jeffreys
City Clerk

Dated

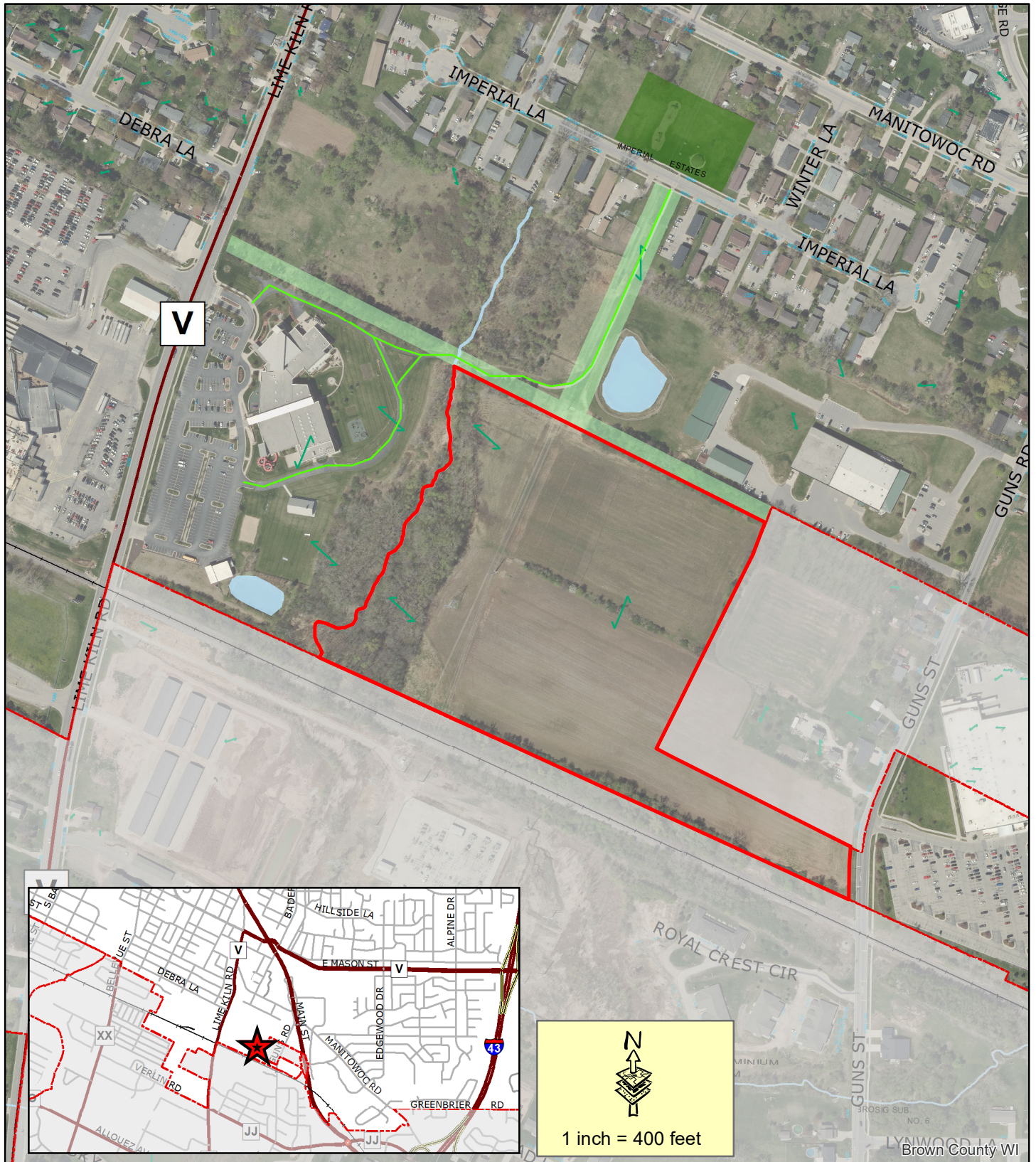
CITY OF GREEN BAY PLAN COMMISSION CERTIFICATE OF APPROVAL:

This Certified Survey Map here in the City of Green Bay is hereby approved by the City of Green Bay Plan Commission. I hereby certify that the foregoing instrument is in conformity with the action of the city of green bay plan commission.

Cheryl Renier-Wigg
Community and Economic Development Director

Dated





Subject Area

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

**Land Division Petition
(CSM 24-07)
0 Lime Kiln Road
Parcel 23-243-1**



PLANNING ORDINANCE NO. 01-24

**AN ORDINANCE
APPROVING A FOUR-LOT CERTIFIED SURVEY MAP
AT 0 LIME KILN ROAD
(CSM 24-07)**

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

SECTION 1. Pursuant to Section 34-2, GBMC, and the recommendation of the Plan Commission on March 15, 2024, a Certified Survey Map is hereby approved for the following described property located at 0 Lime Kiln Road as depicted in the map attached hereto as Exhibit A and made a part of this ordinance as though fully set forth herein.

All of Lot 1 of Volume 53 of Certified Survey Maps Page 221, Map No. 7758, Recorded as Document No. 2350722, Being Part of Private Claims 9 and 10, East Side Fox River, City of Green Bay, Brown County, Wisconsin. (Parcel No. 23-243-1)

Said approval is subject to the following conditions:

1. The Certified Survey Map must comply with all land division review comments prior to being recorded.
2. Compliance with all regulations of the Green Bay Municipal Code.

SECTION 2. Approval of said Certified Survey Map is deemed an amendment to the Official Map of the City of Green Bay in accordance with Wis. Stats. § 62.23(6)(d), as it includes the location of new planned streets. Pursuant to Section 34-2, GBMC, and the recommendation of the Plan Commission on March 15, 2024, and following the public hearing held on said amendment on April 16, 2024, the Official Map of the City of Green Bay is hereby amended as depicted in the map attached as Exhibit A.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall not take effect until after a public hearing is held on April 16, 2024, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

dam

Attachments – Certified Survey Map



Report to the Green Bay Plan Commission

MEETING DATE

March 19, 2024

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # Q.3

To approve the request to amend VR 23-05 to include deviations from Sections 36-415 and 36-416 of the Green Bay Municipal Code for the extension of Hinkle Street in the proposed Southwest Woods Subdivision.

BACKGROUND

Reason for Request: To amend previously approved VR 23-05 to include two additional land division variance items. The request is to allow a 100' curvature of centerline on a collector street, where 200' is required (Section 36-415) and to allow an 88.61' reverse curve tangent, where 100' is required (Section 36-416) for the extension of Hinkle Street in the proposed Southwest Woods Subdivision.

Subject Parcel Zoning and Land Use: Subject land area is zoned Planned Unit Development (PUD). Land area along the W. Mason Street Frontage is developed with commercial and service businesses and the remainder of the land area is undeveloped.

Surrounding Zoning and Land Uses:

NORTH: Highway Commercial (C2), Miscellaneous retail and service businesses; Comm. Center Commercial (C3)

SOUTH: Public Institutional (PI), Community Park

EAST: General Commercial (C1), Retail and service businesses and undeveloped

WEST: Highway Commercial (C2), Miscellaneous retail and service businesses; General Commercial (C1), Single-, two- and multi-family residential; Low Density Residential (R-1)

Comprehensive Plan: The 2022 Smart Growth Plan designates commercial uses on the northern side of the subject area and high intensity retail, office or housing uses on the southern and eastern portion.

Report: The Plan Commission and City Council have the authority to approve variations to the specific requirements of the Subdivision and Platting Ordinance. See the code language below.

Section 36-457 of the Subdivision and Platting Ordinance dictates when the Plan Commission and Common Council find that extraordinary hardship or injustice will result from strict compliance with this ordinance, the terms may vary to the extent deemed necessary and proper to grant relief, provided that the modification meets the following standards:

- a. The modification is due to physical features of the site or its location.
- b. The modification is the least deviation from this ordinance, which will mitigate the hardship.
- c. The modification is not detrimental to the public interest and is in keeping with the general spirit and intent of this ordinance.
- d. Modifications may also be granted for a complete community or neighborhood unit that provides adequate public spaces and improvement for the circulation, recreation, light, air, and service needs when fully developed and populated.
- e. The requirement of filing and recording the plat or survey shall not be waived.

f. Any modification thus granted shall be entered in the minutes of the Council, along with the reasons which, in the opinion of the Council, justified the modification.

On January 8, 2024, the Plan Commission recommended approval of 10 land division variances for the proposed Southwest Woods subdivision. On March 5, 2024, City Council approved the request. As a reminder, the development is proposed to include the extension of Hinkle Street from W. Mason Street to Hobart Drive, creation of a new public street referred to as Southwest Vie Court, creating lots for 8 attached single-family home sites (townhomes) and 8 single-family home lots.

When the initial land division variance came before Plan Commission, the version of the plat submitted and presented to the Plan Commission by the developer hadn't gone through the formal land division review process. Therefore, the additional variances needed were unknown at that time. Since then, the plat has been reviewed and additional comments related to the extension of Hinkle Street have been identified as shared on February 16 (Amended Preliminary Plat) and March 8 (Pre-Final Plat). The developer had to relocate a portion of the extension of Hinkle Street to avoid the Penny Jar Condominium property (aka Chili's). The street reconfiguration has caused the need for two additional variances that were not part of the original variance application the Plan Commission reviewed. The two additional land division variances are:

1. Curvature of centerline on a collector street is reduced from 200 feet to 100 feet along future Hinkle Street extension (Sec. 36-415).
2. Reduce the minimum required length of a reverse curve tangent from 100 feet to 88.61 feet along future Hinkle Street extension (Sec. 36-416).

Staff has spoken to the Department of Public Works and they have no objection to the additional variances.

RECOMMENDATION

Staff recommends approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. CP 23-03 Revised Southwest Woods Pre-Final Plat
2. VR 23-05 Resolution - Amendment March 2024

**RESOLUTION AUTHORIZING AMENDMENTS
TO A LAND DIVISION VARIANCE TO
ALLOW FOR THE DEVELOPMENT OF A MIXED-USE
NEIGHBORHOOD AND EXTENSION OF HINKLE STREET
FROM W. MASON STREET TO HOBART DRIVE
(VR 23-05)**

March 19, 2024

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

That, pursuant to an amendment of the Variance Request 23-05 which was approved by Common Council on March 5, 2024 and the recommendation of the amended land division variance amendment which the Plan Commission on March 15, 2024 recommended approval, the City of Green Bay does authorize additional variances from various Sections of Chapter 36-Subdivision and Platting, Green Bay Municipal Code, as follows:

1. Curvature of centerline on a collector street is reduced from 200 feet to 100 feet along future Hinkle Street extension (Sec. 36-415).
2. Reduce the minimum required length of a reverse curve tangent from 100 feet to 88.61 feet along future Hinkle Street extension (Sec. 36-416).

Subdivision variances will be located on the following described property at 2405 W Mason St (parcel 6H-1109), 0 W Mason St (parcel 6H-1109-2), 0 Ninth St (parcel 6H-1089), 0 Ninth Street (parcel 6H-1091), and 0 W Mason Street (parcel 6H-1109-3):

2405 W. Mason Street, Parcel number 6H-1109: Lot 2, Certified Survey Map No. 9023, Document No. 2851838; said map being part of Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, West side of Fox River, Brown County, Wisconsin. Area contains 102,087 square feet / 2.344 acres more or less.

0 W. Mason Street, Parcel number 6H-1109-2: Outlot 1, Certified Survey Map No. 9023, Document No. 2851838; said map being part of Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, West side of Fox River, Brown County, Wisconsin. Area contains 104,429 square feet / 2.397 acres more or less.

0 Ninth Street, Parcel number 6H-1089: Part of Lots 7 and 8, Section 28, Township 24 North, Range 20 East, Except Streets and Part of Vacated Street described in Jacket 10917, Image 37 and Except 27539 Image 44, City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Commencing at the Southwest corner of Section 28, Township 24 North, Range 20 East; thence North 0°28'07" West, 1319.89 feet along the West line of said Section 28, to the point of beginning; thence North 1° 09'07" West, 692.59 feet along said West line; thence North 88° 42'50" East, 1169.26 feet along the North line of Lot 7; thence South 1° 16'50" East, 893.50 feet to the North line of Beaver Dam Creek Conservancy Area; thence South 41° 38'48" West, 205.37 feet along said Conservancy; thence 462.67 feet along the arc of a 1659.12 foot radius curve to the right whose long chord bears South 49° 44'04" West, 461.17 feet along said Conservancy; thence

North 34° 00'47" West, 179.59 feet; thence 289.27 feet along the arc of a 495.00 foot radius curve to the right whose long chord bears North 17° 14'27" West, 285.18 feet; thence North 0° 28'07" West, 214.66 feet; thence South 88° 52'53" West, 500.00 feet to the point of beginning. Area contains 722,094 square feet / 16.577 acres more or less.

0 Ninth Street, Parcel number 6H-1091: That part of Lots 9 and 10, Section 28 Township 24 North, Range 20 East, Lying Northerly of Beaver Dam Creek Conservancy Area, EXCEPT Volume 781 of Records Page 471 and EXCEPT Jacket 27639 Image 44, City of Green Bay, West of Fox River, Brown County, Wisconsin.

Commencing at the Southwest corner of Section 28, Township 24 North, Range 20 East; thence North 0°28'07" West, 1319.89 feet along the West line of said Section 28, to the point of beginning; thence North 1° 09'07" West, 692.59 feet along said West line; thence North 88° 42'50" East, 1169.26 feet along the North line of Lot 7; thence South 1° 16'50" East, 893.50 feet to the North line of Beaver Dam Creek Conservancy Area; thence South 41° 38'48" West, 205.37 feet along said Conservancy; thence 462.67 feet along the arc of a 1659.12 foot radius curve to the right whose long chord bears South 49° 44'04" West, 461.17 feet along said Conservancy; thence North 34° 00'47" West, 179.59 feet; thence 289.27 feet along the arc of a 495.00 foot radius curve to the right whose long chord bears North 17° 14'27" West, 285.18 feet; thence North 0° 28'07" West, 214.66 feet; thence South 88° 52'53" West, 500.00 feet to the point of beginning. area contains 307,315 square feet / 7.055 acres more or less.

0 W. Mason Street, Parcel number 6H-1109-3: Outlot 2, Certified Survey Map No. 9023, recorded in the Register of Deeds Office for Brown County, Wisconsin, as Document No. 2851838; said map being part of Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

dm

Attachments (Plat)



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # S.I

To accept the donation of a passenger train from the Friends of Bay Beach Amusement Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Proposed Train Donation

**Proposed Donation From:
Friends of Bay Beach Amusement Park**

**Used 2007 Propane
C.P. Huntington Train**

2 Engine Cars and 3 Passenger Cars







Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # S.2

To approve a property trade with GB Real Estate Investments, LLC for Beaver Dam Park as part of the Southwest Woods Development.

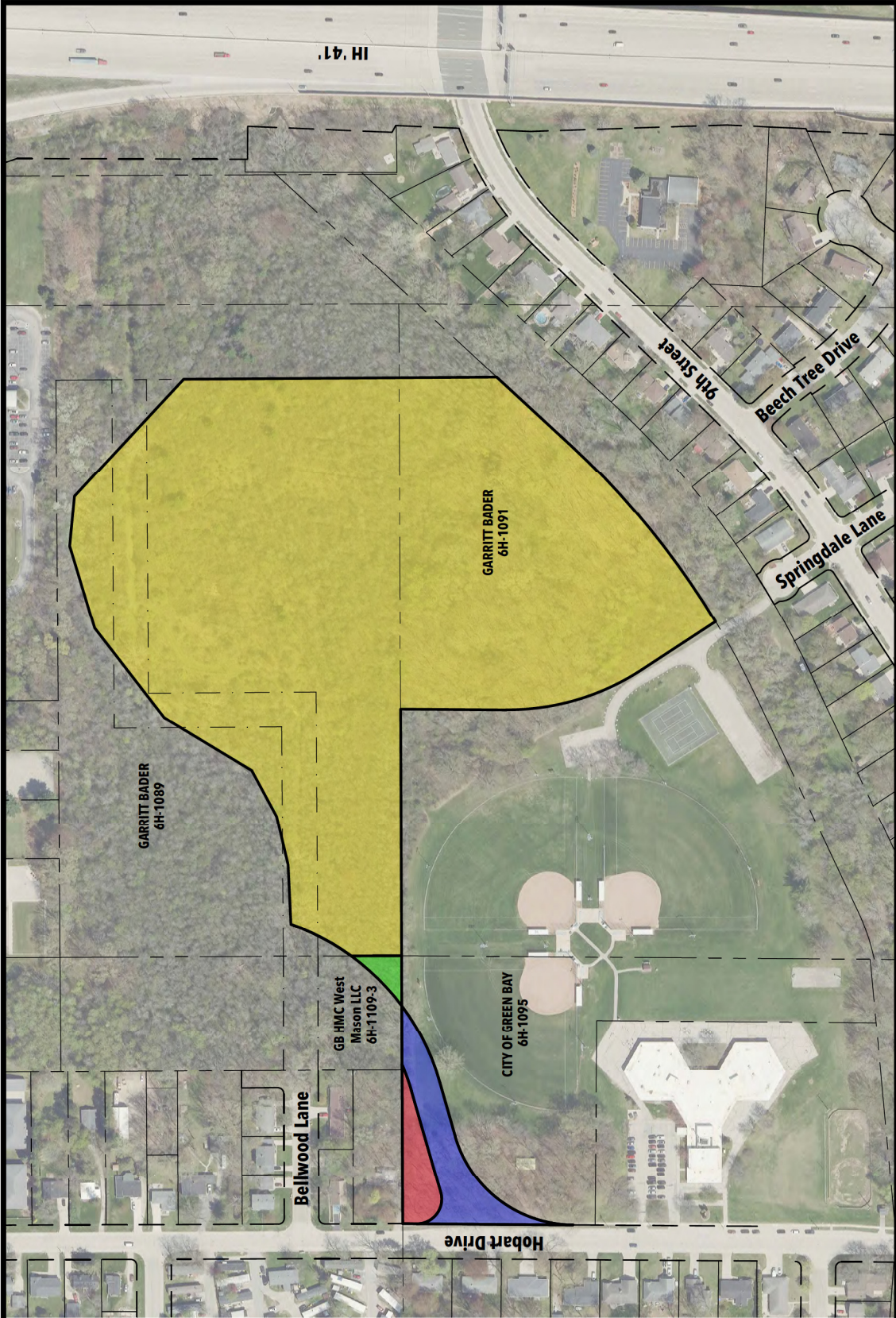
BACKGROUND

RECOMMENDATION

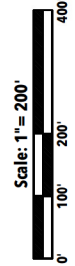
FISCAL IMPACT

ATTACHMENTS

1. Land Swap Map SR 8.5x11
2. Parks Exhibit & Legal For Hinkle ROW



-  CITY OF GREEN BAY LAND KNOWN AS OUTLOT 3 ON SOUTHWEST WOODS PLAT 0.34 ACRES
-  CITY OF GREEN BAY LAND TO BE DEDICATED AS RIGHT OF WAY ON SOUTHWEST WOODS PLAT 0.74 ACRES
-  GB HMC WEST MASON LLC LAND TO CITY OF GREEN BAY KNOWN AS OUTLOT 2 ON SOUTHWEST WOODS PLAT 0.11 ACRES
-  GARRITT BADER LAND TO CITY OF GREEN BAY 19.26 ACRES



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GB HMC WEST MASON LLC
300 N. Van Buren
Green Bay, WI 54301

Date: 2/16/2024
REL Job #: 5642033
Exhibit
Sheet 1 of 1

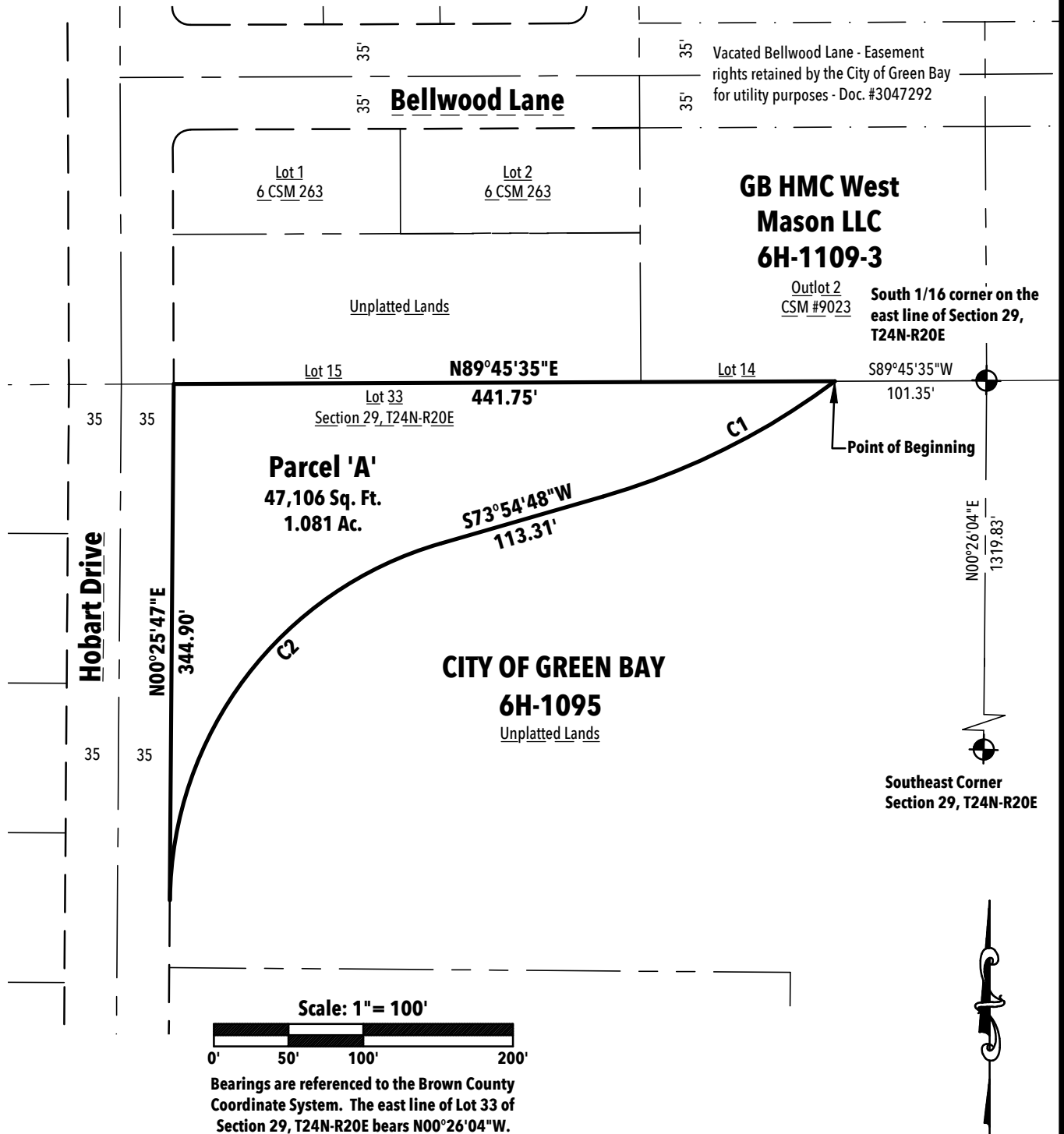
REL Robert E. Lee
& Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

SOUTHWEST WOODS AND CITY PARK LAND MAP

EXHIBIT 'A'

Curve Table

Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	20°44'41"	480.00'	173.79'	N63°32'27.5"E	172.84'	N73°54'48"E	N53°10'07"E
C2	73°29'01"	250.00'	320.63'	S37°10'17.5"W	299.11'	S73°54'48"W	S00°25'47"W

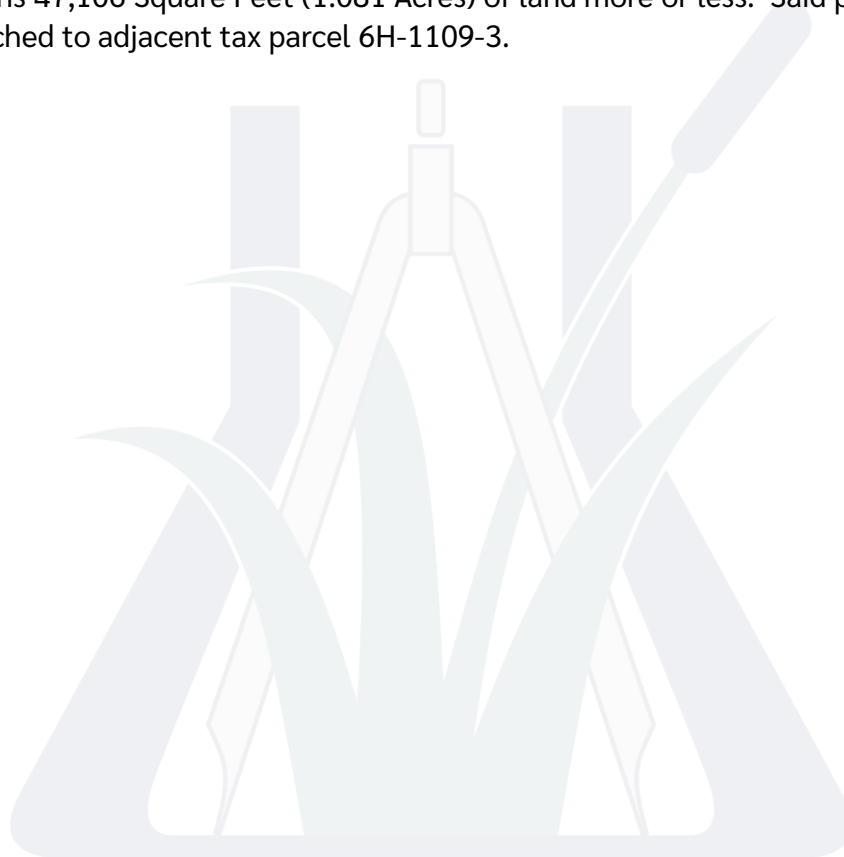


PARCEL 'A' LEGAL DESCRIPTION (TO BE ATTACHED TO 6H-1095)

Part of Lot 33, Section 29, Township 24 North, Range 20 East, City of Green Bay, Brown County, Wisconsin more fully described as follows:

Commencing at the southwest corner of said Section 28; thence N00°26'04"E, 1319.83 feet on the east line of Lot 33, Section 29 to the south 1/16th corner on the east line of said Section 29; thence S89°45'35"W, 101.35 feet on the north line of said Lot 33 to the **POINT OF BEGINNING**; thence 173.79 feet on the arc of a 480.00 foot radius curve to the right, having a long chord which bears S63°32'27.5"W, 172.84 feet; thence S73°54'48"W, 113.31 feet; thence 320.63 feet on the arc of a 250.00 foot radius curve to the left, having a long chord which bears S37°10'17.5"W, 299.11 feet to the east right of way of Hobart Drive; thence N00°25'47"E, 344.90 feet on said east right of way to the north line of said Lot 33; thence N89°45'35"E, 441.75 feet on said north line to the Point of Beginning.

Said parcel contains 47,106 Square Feet (1.081 Acres) of land more or less. Said parcel is to be made a part of and attached to adjacent tax parcel 6H-1109-3.





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # S.3

To approve a \$9,000 Neighborhood Habitat Improvement Program Partner Agreement with the Lake Michigan Bird Observatory to plant 120 trees with supplied biochar soil amendment, using funding provided by the Daybreak Fund.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Daybreak Partner Agreement - Green Bay



Neighborhood Habitat Improvement Program Partner Agreement

This agreement outlines the terms and conditions between the Lake Michigan Bird Observatory (LMBO), and partner, City of Green Bay Parks, Recreation and Forestry's, participation in LMBO's Habitat Improvement Program (NHIP).

Program Purpose:

The Neighborhood Habitat Improvement Program (NHIP) works with communities to protect birds, pollinators, and Lake Michigan. We know native plants support more insects, birds need insects, and native plants protect water and air quality. With NHIP we engage Wisconsin communities to reduce bird hazards and improve habitats in their neighborhoods and through participation in community science. We work to reduce barriers to planting natives. We promote changing behaviors to more widely increase adoption of the [Seven Simple Actions](#) that will reverse the trend of bird population declines. To achieve our work, we host native plant sales with reduced rates, offer native plant giveaways, host workshops; and together with partners and volunteers we study how to improve habitats for birds.

Programmatic Goals

1. To improve habitat for birds and other wildlife in residential areas of the Lake Michigan Basin.
2. To improve water quality of (sub)urban streams.
3. To improve scientific understanding of how urbanization affects bird population.
4. To nurture and promote a community of engaged, motivated and knowledgeable community scientists in the Lake Michigan Region.

Scope of Work:

With financial support from the Daybreak Fund, LMBO and the City of Green Bay Parks, Recreation and Forestry, will work together along with 4 other municipal and 2 nonprofit partners, to produce, educate about, and utilize biochar in municipal and nonprofit tree plantings in at least five lakeshore municipalities. Biochar sequesters carbon and provides slow release of water and nutrients to trees increasing their growth and survival rates; the trees will result in an estimated 1,296,720.2 lbs. carbon dioxide equivalent sequestered, and 5,415,226 gallons rainfall intercepted from 313 trees, while biochar will sequester ~90,000 lb. of CO₂ equivalent. Additionally, the Observatory will pilot a replicable process for municipalities, nonprofit, and for-profit entities to produce and use biochar in the Lake Michigan Basin.

LMBO Deliverables:

In the first year, Observatory staff will manufacture biochar kilns and receive training on their operation. Observatory staff will also train nonprofit partners and municipal governments in biochar production. Through these trainings and biochar burning sessions with Observatory and partner staff, biochar will be available for fall planting of trees in 2024 and 2025. Trees will be ordered and purchased by the Observatory from awarded SOGL funding that will be planted in fall 2024 and/or spring 2025 that will be planted by the partner agency will be the first planted with biochar, expanding the benefits of this project to include increased impacts on climate change. Observatory staff will collect and prepare biochar and soil samples for testing at the UW-Stevens Point's Scharenbroch Lab. Staff will test several methods to determine the optimal method to infuse biochar with nutrients. The observatory will order and purchase \$9,000 native tree whips (with Daybreak Fund dollars) to replace the native nursery stock from the City of Green Bay Nursery that will be planted in 2025 (a minimum of 120 1.25" caliper native trees from current stock) that will be planted by the partner agency with biochar produced through this community-partnership program. The partner agency will provide LMBO with a native species list (cultivars are not acceptable species), quantities, sizes, and a preferred vendor identified for their project(s). LMBO will handle placing the order and paying the invoice. Plants will be delivered to our partner directly. LMBO will provide a template for tracking in-kind contributions pledged (a minimum of 8 hours of staff time at \$20/hour for two staff people) and recording biochar production metrics. As requested by the partner, LMBO can provide guidance on selecting the most appropriate native species to plant, list of preferred nursery vendors and help with planting. Biochar will continue to be produced for municipal and nonprofit projects through 2025.

The Observatory agrees to monitor the health of trees planted with biochar. The Observatory will collect the following data but not limited to, qualitative tree health, diameter at breast height, crown health, height, and microbial soil data for up to 5 years following planting.

City of Green Bay Parks, Recreation and Forestry Deliverables:

The partner agency will participate in biochar production training offered by Observatory staff. The partner agrees to operate a kiln once partner staff feel comfortable and confident with self-execution. The partner will follow the protocol framework provided in the biochar production training. Partner agency staff will be responsible for tracking biochar production metrics in the template provided by LMBO. Biochar will continue to be produced for municipal and nonprofit projects through 2025. The partner will properly store all biochar produced for their service areas tree planting in an approved and appropriate facility and container that follows best management practices established by the [International Biochar Initiative](#).

The partner will provide LMBO with their plant order of native species (cultivars are not acceptable species) for LMBO to place with vendor and to pay the vendor directly. The plant order will include a native species list (cultivars are not acceptable species), quantities, sizes, and a preferred vendor identified for their project(s). The partner will receive the order directly. The partner will plant a minimum of 120 1.25" caliper native tree species approved by LMBO (cultivars are not acceptable species) and valued at \$75/tree of their current nursery stock with soil that has been amended with biochar. The funded native whips will also be planted in the nursery by the partner. The partner will be responsible for all tree care maintenance in accordance with their policy and standards. As requested by the partner, LMBO can provide guidance on selecting

the most appropriate native species to plant, list of preferred nursery vendors and help with planting.

The partner agency staff will track time in the template provided by LMBO. A minimum of 8 hours of staff time at \$20/hour for two staff people was pledged as in-kind support.

The partner agrees to allow the Observatory to monitor the tree health of trees planted with biochar. The partner agrees to allow the Observatory the following but not limited to, qualitative tree health, diameter at breast height, crown health, height, and microbial soil data for up to 5 years following planting.

Grant Period: 01/01/ 2024 – 12/31/30

Grant Award Total: \$9,000 for the purchase of native tree whips to replace current native nursery stock being planted during project.

Permits:

LMBO does not anticipate the need for any permits for the work outlined in this agreement. If permits are required, LMBO will acquire and keep up to date any permits necessary to conduct the proposed work. The local fire department should be notified of any production days by the kiln supervisor of that workday.

Communication:

LMBO will notify the host at least 7 days in advance of all planned activities at the site(s) and will check in as required. LMBO will notify its partner once the order is placed and they are notified by vendor of delivery timing. LMBO will provide the host with an annual progress report summarizing the project and their role within it and ensure they are properly acknowledged for their contribution. LMBO would appreciate any photographs of the site before, during planting and after to include in our annual progress report and final grant report to the funder.

262-424-6854 (mobile)

**City of Green Bay Parks, Recreation and
Forestry Representative:**

LMBO Contact:

Joanna Demas, Director of Conservation
and Partnerships
Lake Michigan Bird Observatory
116 W Grand Ave Ste. 111
Port Washington, WI 53074
jdemas@lmbo.org

Brian Pelot, City Forester
City of Green Bay Parks, Recreation and
Forestry
100 North Jefferson Street
Green Bay, WI 54301
Brian.Pelot@greenbaywi.gov
920.448.3378

Lake Michigan Bird Observatory	City of Green Bay Parks, Recreation and Forestry
Print Name: Joanna Demas	Print Name: Brian Pelot
Position: Director of Conservation and Partnerships	Position: City Forester
Signature:	Signature:
Date:	Date:



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # S.4

To approve the purchase of a 173 HP John Deere T4F woodchipper from Vermeer Wisconsin for a total cost of \$102,195.39.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. City of Green Bay Parks - Vermeer BC1800XL W 173HP JOHN DEERE T4F - Quote 00376-KB 02-28-24



Vermeer®
Wisconsin

5915 N. Richmond Street
Appleton, WI 54913
(920) 687-9988
kbarnes@vermeerwisconsin.com

2/28/2024

Sourcewell Contract #031721-VRM

Quote #: 00376-KB

Quote Number: Q-28963

Bill To:

**City of Green Bay Parks
919 Crocker Street
Green Bay, WI 54303**

Ship To:

**City of Green Bay Parks
919 Crocker Street
Green Bay, WI 54303**

1 - VERMEER BC1800XL W/ 173HP JOHN DEERE T4F

\$102,195.39

NEW with 0 Hours

- 173HP John Deere 4045 Tier 4 Final/Stage V turbocharged diesel engine
- high coolant temperature and low oil pressure automatic shutdown
- precleaner
- DEF tank
- spring loaded clutch
- live hydraulics
- variable speed dual vertical feed rollers
- selectable SmartFeed
- pintle hitch
- lockable battery box
- lockable control
- panel
- lockable engine doors
- lockable toolbox
- infeed curtain
- dual-edged knives
- selectable ECOIdle
- Wheel Assembly
- Parts and Service Manuals (paper & Thumb drive)
- 7 Pin RV trailer plug



Vermeer®
Wisconsin

5915 N. Richmond Street
Appleton, WI 54913
(920) 687-9988
kbarnes@vermeerwisconsin.com

Machine	\$102,195.39
Total Due	\$102,195.39

PRICING VALID FOR 7 DAYS FROM THE DATE OF THE QUOTE.

Estimated delivery is late May

Accepted by: _____

Date: _____

Title: _____

Sincerely,
Kory Barnes
Sales Representative
(920) 360-5581
kbarnes@vermeerwisconsin.com



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # T.I

To approve the request to fill the following position and all subsequent vacancies resulting from internal transfers.

a. Conservation Corps Field Assistant

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Personnel Committee Request to Fill Memo
2. Conservation Corps Field Assistant - M.Fritkin 04.26.24

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: March 12, 2024

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2024 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Conservation Corps Field Assistant – Replacement position due to the resignation of Marlee Fritkin effective April 26, 2024. This position is budgeted at \$24.93 – \$28.49 per hour. (Pay Grade F)

**Position Fill Request
Justification Report
March 11, 2024**

Position Title: Conservation Corps Field Assistant (Parks, Recreation, and Forestry)

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This position will be vacant as a result of the resignation of Marlee Fritkin effective at the end of the workday on April 26, 2024.

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, this position is included in the budget. The wage range is \$24.93 – \$28.49 / hourly (Pay Grade F).

- 3. Please list the functions and any special information regarding this position.**

The Conservation Corps Field Assistant coordinates and manages the daily activities of the Green Bay Conservation Corps crew members. From supervising up to 30 AmeriCorps members to reporting grant objectives; this position combines the application of technical knowledge and supervisory responsibilities necessary for the management, maintenance, and operation of the Green Bay Conservation Corps in compliance with the Federal AmeriCorps grant.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

This position allows the City of Green Bay to bring in nearly \$370,000 of federal grant dollars annually. Additionally, the impact of this position fulfills permit requirements for stormwater management, maintains all plant beds, controls invasive species, and supervises all AmeriCorps members. To contract out these services would significantly increase the annual budget.

- 5. Please explain why current staff is unable to absorb duties of this position.**

With only 2 staff positions responsible for the operations of the Green Bay Conservation Corps, each position has a full slate of daily responsibilities. The Field Assistant is responsible for the supervision of up to 30 AmeriCorps members. To stay within compliance with the Federal grant, this position is needed to accomplish all requirements and responsibly manage AmeriCorps members.

- 6. If duties of position are presently being done, how are they done?**

This position is currently filled until the date of 4/26/2024. After this date the remaining Conservation Corps staff will absorb as many of these duties as possible until the position is filled. Spring and Summer are the busiest time of the year for the Conservation Corps with the additional summer crew members and increase in field duties. It is important to fill this position in a timely manner as the Conservation Corps Coordinator will have a difficult time dedicating adequate hours during this busy season.

7. What service would be reduced or eliminated if this position is not filled?

The Conservation Corps is responsible for invasive species control across all parks, trails, and greenways. Additionally, the crews are responsible for maintaining all native plantings and stormwater management facilities within the parks system. Not filling this position would significantly decrease the capacity of work the crew would be able to complete leading to unmaintained park facilities. In accordance with the Federal grant, not completing set targets would result in the program falling out of compliance and could jeopardize future funding.

Supervision of all AmeriCorps members would fall on the Conservation Corps Coordinator to complete. This would result in less time spent filling other grant requirements and reduce the opportunity of finding additional funding.

8. What are the alternative methods and costs of accomplishing the work?

There are no other options for accomplishing the supervisory role of this position. As for the reduced maintenance of parks, this could be contracted out to an environmental maintenance company. However, staff would still play a huge role in determining and coordinating these needs, which would still require a large amount of staff time to coordinate and oversee. Contracting out the services would also result in the termination of the Green Bay Conservation Corps as it would be in direct violation with the grant terms. Going this route would end the AmeriCorps program and drastically increase the annual budget to maintain the activities completed by the Conservation Corps.

9. Are there union issues?

No – position is non-union.

10. Other supporting comments.

This position is required to continue running the only municipally run AmeriCorps program in the state of Wisconsin.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # T.2

To approve to move the December 1st employee performance review dates to June 2nd and to bring this item back to the next meeting to review funding sources if necessary.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Personnel Committee Memo - Dec. I Performance Review - 3-12-24



Human Resources Department
100 North Jefferson Street - Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee

From: Joseph Faulds, Chief of Operations

Re: 2024 Pay Plan – December 1 Review Dates

Date: March 12, 2024

Discussion to move December 1 Employee Performance Reviews

In December 2017 the City created a new pay plan for employees. Part of the implementation process and the placement for the majority of employees on the 2017 pay plan was to have December 1 be the annual review date for them.

The concern brought up throughout the budget discussions and recent Personnel Committee discussions was that these employees will wait until December to receive a performance review and pay increase. The Personnel Committee asked staff to provide the financial impact if those employees would return to their original date of hire for a review date or to have them all placed on an earlier review date.

Many employees with a December 1 review date have already been adjusted to prevent “leapfrogging” or less senior employees receiving a pay increase resulting in higher pay before they would. There now remain approximately 60 employees who do not have the same issue with a less senior employee receiving higher pay before they would, but still have to wait until December 1 for a performance review and pay increase.

The financial impact of moving those 60 employees to their original hire date is approximately \$92,000 and the financial impact of moving those 60 employees to a review date of June 2, 2024 is approximately \$40,000.

If the Personnel Committee approves moving the performance review dates up for these employees, then the staff recommendation is to use the June 2 date for the ease of administratively processing the change. Lastly, staff would ask that this be brought back to the Personnel or Finance Committee in April to determine the funding source.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # T.3

To approve the 2024 labor agreement between the City of Green Bay and International Union of Operating Engineers, AFL-CIO Local 420, Bus Mechanics

The Committee may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Committee may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bus Mechanics TA - Personnel Committee
2. Bus Mechanics Wage Cost Out 2024-2026 Contract (I)
3. Bus Mechanics TA (I)

March 12, 2024

City of Green Bay, Wisconsin

International Union of Operating Engineers, AFL-CIO, Local 420

On February 26, 2024 the City and the Bus Mechanics union reached a tentative agreement for a 3-year contract which is set to expire on December 31, 2026. It is requested that the Personnel Committee recommend approval of the contract contingent upon ratification by the union. Following is a summary of the terms of the contract.

ISSUE	COST
Term of Agreement: 3 Year (January 1, 2024 – December 31, 2026)	
ECONOMIC ISSUES: <u>Wages:</u> 2024 - Implementation of the City's Market Assessment salary plan effective January 1, 2024 including: 1% COLA - Effective January 1, 2024 2% COLA- Effective with the start of the pay period in which April 1, 2024 occurs - Employee step increases	
2024 COST	\$61,662
2025 2% COLA - Effective with the start of the pay period in which October 1, 2025 occurs. - Employee step increases	
2025 COST	\$15,431
2026 2% COLA - Effective with the start of the pay period in which October 1, 2025 occurs. - Employee step increases	
2026 Cost	\$24,267
Increase evening shift premium from \$.25/hour to \$.50/hour	\$6,409 (Over 3 years)
Double time for work performed on a Packer home game Sunday	\$18,100 (Over 3 years)

TOTAL CONTRACT COST:	\$125,869
LANGUAGE MODIFICATIONS: • Article 11.1, Holidays • City will add 2 floating holidays (16 hours) to the existing holiday schedule. • 4 hours will be in lieu of the 4 hours that Bus Mechanic Union employees are required to work on Christmas Eve Day (currently this is a ½ day holiday for them) • 4 hours will be in lieu of the 4 hours that Bus Mechanic Union employees are required to work on New Years' Eve Day (currently this is a ½ day holiday for them) • 8 hours in lieu of Martin Luther King Day • Article 19.1, Hours of Work: Modifying language to reflect current practice of notifying the union of schedule changes prior to implementation • Article 19.3.2 Hours of Work: New Language • Hours worked on a Packer Sunday home game will be paid at double time • Article 19.9 Hours of Work: New Language • Shift selections will be made based on seniority, and shifts will be posted by classification. This language memorializes the current process. • Article 22.1 – Duration • Agree to a 3-year contract (2024, 2025, 2026) • Appendix A – Wages • Increase evening shift premium from \$.30/hour to \$.50/hour • Remove references to night shift premium • Effective 1/1/24, the City agrees to implement the revised wage schedule, as a result of the 2023 market assessment, in the same manner that the plan was implemented for other general municipal employees covered under the City Salary Plan. This Implementation includes leapfrogging adjustments; the 1% COLA effective 1/1/2024 and the 2% COLA effective 4/1/24. • 2% Increase effective the first pay period in which October 1, 2025 occurs • 2% Increase effective the first pay period in which October 1, 2026 occurs • Me Too Language: The City agrees to add Me Too language as follows: • If during the term of this contract the general municipal employees receive a general wage increase that exceeds the amounts listed in this	

appendix, the employees covered by this agreement will receive the additional general wage increase. • Electric Vehicles – The City agrees to discuss with the union aspects of new cleaner emissions vehicles when or if they are introduced into the fleet. This language will not be incorporated into the labor agreement.	
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GREEN BAY METRO MECHANIC'S WAGE INCREASE COST OUT		
# of Employees		8
Payroll		\$477,028
Avg Salary		\$52,055
2024 Cost (Includes step placement on revised salary plan; 1% COLA 1/1/24; 2% COLA 4/1/24 and Step Increases		
2023 Wages	\$477,028	
2024 Wages	\$538,690	
Base Salary Cost Increase	\$61,662	
% Increase over Base	12.9%	
2% Increase 10/1/2025		
2024 Wages	\$538,690	
2025 Wages	\$554,121	
Base Salary Cost Increase	\$15,431	
% Increase over Base	2.9%	
2% Increase 10/1/2026		
2025 Cost	\$554,121	
2026 Wages	\$578,388	
Base Salary Cost Increase	\$24,267	
% Increase over Base	4.4%	

** Wages include FICA and Wisconsin Retirement benefit costs

AGREEMENT

Between

CITY OF GREEN BAY

And

CITY OF GREEN BAY

INTERNATIONAL UNION OF OPERATING ENGINEERS,
AFL-CIO, LOCAL 420

BUS MECHANICS

Tentative Agreement

January 1, 2024~~2021~~ through December 31, 2026~~2023~~

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AGREEMENT

This Agreement has been made and entered into between the City of Green Bay, hereinafter referred to as the “City” and Local Union No. 420 of Operating Engineers (AFL-CIO), hereinafter referred to as the “Union”.

ARTICLE 1 RECOGNITION

- 1.1 The City agrees to recognize representatives of the Union, as the exclusive bargaining agent for all issues specifically addressed in this Agreement for employees of the Bus Garage Department of the City through the level of Mechanic.
- 1.2 Dues Deduction:
 - 1.2.1 Membership in the Union is not compulsory. An employee may voluntarily join the Union and maintain membership therein consistent with its constitution and by-laws. No employee will be denied membership because of race, color, creed, sex, or handicap. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, religion, age, marital status, family status, national origin, sexual orientation, creed, sex, or handicap.
 - 1.2.2 The Union will represent all of the employees in the Bargaining Unit, members and non-members, fairly and equally as dictated by state statute and state and federal law.
 - 1.2.3 Upon written authorization, by the employee that they have voluntarily joined the union and voluntarily request a payroll deduction for such dues, the City agrees to deduct the amount of dues certified by the Union and pay the amount deducted to the Union on or before the end of the month in which deduction is made. Payroll deduction of dues will begin with the pay period following receipt of the employee’s written authorization, the City will not be responsible for retroactively deducting dues for any time prior to receipt of the written authorization.
 - 1.2.4 The Union agrees to hold harmless the City from any disputes between the Employee and the Union regarding dues.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 The City retains all rights, powers or authority except as modified by this Agreement. The

City reserves the unilateral right to modify and change any past practices, memorandums of understanding, or policies that are not specifically modified by this Agreement. The City retains the right to determine and schedule working hours and determine assignments.

- 2.2 The City will have the right at all times during the existence of this Agreement, and subject to provisions herein, to conduct its affairs according to its best judgment and the orders of competent authority, including the power of establishing policy to hire all employees, to dismiss and discipline for just cause, to lay off in accordance with section 7.3 and to determine the methods, means and personnel by which City operations are to be conducted.
- 2.3 The City agrees it will not use these rights to interfere with the employee's rights established by law or by this Agreement.

ARTICLE 3 MEMBER RIGHTS

- 3.1 The City agrees not to discharge or discriminate against any member of the Union because of lawful Union activities or to bargain individually with any member of the Union.

ARTICLE 4 EMPLOYMENT STATUS

- 4.1 Upon resignation by an employee, the City will pay all money due the employee, and upon request, may furnish the employee with a letter of recommendation insofar as circumstances permit.
- 4.2 An employee who is physically and mentally able to work but fails to do so for 3 consecutive workdays or more, unless on approved leave or due to circumstances beyond the employee's control will be considered to have voluntarily resigned from employment.
- 4.3 New employees who do not possess required licenses or certifications prior to the end of probation may be discharged from employment.
- 4.4 All employees who drive a commercial vehicle at any time must have a Commercial Driver's License and the appropriate endorsements required to operate that equipment. Loss or suspension of license and/or endorsements may subject the employee to disciplinary action up to and including discharge.
- 4.5 The City of Green Bay has implemented a Drug and Alcohol policy in accordance with the requirements of State and Federal regulations. Bus mechanics will be subject to this policy.

ARTICLE 5
UNION COOPERATION

- 5.1 The Union agrees at all times, as far as it is within its power, to further the interest of the City.

ARTICLE 6
LEAVE OF ABSENCE

- 6.1 Leaves of absence will be in accordance with the City's Personnel Policies and Procedures.
- 6.2 Military, Jury Duty and Civil Leave will be in accordance with the City's Personnel Policies and Procedures.

ARTICLE 7
SENIORITY

- 7.1 Seniority Date: Seniority will commence upon an employee's most recent date of hire as a full-time regular employee by the City.
- 7.2 Master List: There will be one master seniority list for all employees of the Union. The master seniority list will be maintained and updated on a regular basis, and a copy provided to the Union. Employees starting on the same day will have their starting times varied (as determined by the flip of a coin) so that there will be no ties in terms of seniority.

- 7.3 Lay Off: The City may lay off an employee whenever such action is necessary. In the event of multiple layoffs in the same position/job title within a department, lay off will be based on the inverse order of seniority in that position/job title within the department, as long as the least senior employee does not possess special skills, knowledge and ability for the position.

A laid off employee will have rights to recall to the same position from which the employee was laid off for up to 1-year following the lay off. Recall will be based on seniority in that position/job title within the department.

- 7.4 Probation: New employees will be considered probationary employees for the first 12 months of their employment. Any employee on probation may be terminated at the sole discretion of the City without any reference to recall or rehire. After new employees have completed probation, they will be considered regular employees.
- 7.5 Seasonal Employees: Seasonal employees are those hired for less than 6-months of employment in any calendar year. Seasonal employees are not represented under this Agreement.

ARTICLE 8
GRIEVANCE PROCEDURE

- 8.1 Definition: A grievance is defined as a dispute or misunderstanding regarding the interpretation or application of a specific provision of this Agreement.
- 8.2 Procedure: A regular employee represented under this Agreement, may file a grievance in accordance with the following:
- 8.2.1 Prior to filing a written grievance, employees should discuss any problem or complaint with their immediate supervisor to see if settlement is possible. If the problem is not resolved, then the aggrieved party may file a written grievance with the department head, but not later than 15 workdays from the date the grievant first became aware of the condition causing the grievance. The department head will respond in writing no later than 15 workdays from the date the grievance was received.
- 8.2.2 If the grievance cannot be settled by the department head or designee, the grievance may be submitted in writing to the Human Resources Director or designee within 15 workdays from receiving the department head's decision. The meeting to discuss the grievance will be held at a mutually agreeable time. Following this meeting, the Human Resources Director will respond within 15 workdays, in writing.
- 8.2.3 If the grievant is not satisfied with the Human Resources Director's response, the grievant may file an appeal for a hearing before an impartial hearing officer within 15 workdays from receiving the Director's response. The appeal must be put in writing and filed with the Human Resources Department. The impartial hearing officer will be selected from a list of 3 hearing officers provided by the WERC. The Union will strike the first name from the list and the City will strike the second name and the remaining individual will serve as the hearing officer. Any costs for the impartial hearing officer's services will be borne equally by the parties.
- 8.2.4 The decision of the hearing officer concerning any matter referred to it will be final and conclusive upon the employees, the Union and the City.
- 8.3 Employee Representation: An employee is entitled to a representative of his/her choice.
- 8.4 Time Limits: All of the time limits set forth in this Article may be extended by mutual agreement of the parties.

ARTICLE 9

DISCIPLINE AND DISCHARGE

- 9.1 The City will not discharge or suspend any employee without just cause. Discharge or suspension will be in writing with a copy to the Union and to the employee affected.

ARTICLE 10 JOB TRANSFERS

- 10.1 Job transfers will be conducted in accordance with the City's Personnel Policies and Procedures and applicable Department procedures.

ARTICLE 11 HOLIDAYS

- 11.1 The following are recognized paid holidays:

- New Year's Day
- ½ Day Friday Before Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- ½ Christmas Eve Day
- Christmas Day
- ½ New Year's Eve Day
- 1 floating holiday (in lieu of the Day after Thanksgiving)
- 1 floating holiday (in lieu of the 4 hours that employees are required to work on Christmas Eve Day and New Year's Eve Day, which are full day holidays for general municipal employees)
- 1 floating holiday (in lieu of Martin Luther King Day)

ARTICLE 12 VACATIONS

- 12.1 In accordance with the following schedule, an eligible employee will accumulate vacation leave with pay to a maximum of 240 hours. Generally, vacations will not be permitted during an employee's first 6 months of service with the City unless approved by the Supervisor. Vacations will be scheduled to meet the operating requirements of the City, and, as practical, the preferences of employees. Vacation leaves with pay may be used only with the prior approval of the supervisor.

- Start through end of 5th year 80 hours
- 6th through end of 10th year 120 hours

- 11th through end of 15th year 136 hours
- 16th through end of 20th year 160 hours
- 21st year plus 200 hours

- 12.2 Vacation will be appropriately prorated for employees who work less than a calendar year.
- 12.3 An employee cannot carryover more than 240 hours of vacation at the end of the calendar year. Employees who have December vacations canceled due to emergency call-ins will be allowed to reschedule such vacation during the first 3 months of the following year or add it to their carryover balance provided that balance remains at or below 240 hours.
- 12.4 Upon separation from City service, an employee will be paid for any unused accumulation of vacation leave.
- 12.5 Employees who are earning more than 200 hours of annual vacation as of March 25, 2011 will be grandfathered and redlined at their current amount of vacation accumulation while employed by the City.
- 12.6 An employee employed prior to March 25, 2011, may during their last three years of employment convert up to 80 hours per year of earned vacation days to an escrow account, said conversion of vacation to be at the current salary at the time of conversion. In addition, at the time an employee separates from City service by eligibility and acceptance to the State Retirement system, the employee may escrow all or a part of their accumulated vacation leave. This provision will not apply to those employees employed after March 25, 2011.
- 12.7 Personal Leave: Regular full-time employees will be eligible for 24-hours of personal leave annually. Personal leave must be used during the calendar year earned and may not accumulate from year to year. Personal leave will be scheduled in the same manner as vacation. Personal leave may not be converted to escrow. Personal leave will be appropriately prorated for employees who work less than a calendar year.

ARTICLE 13 SICK LEAVE OR EMERGENCY LEAVE

- 13.1 Accumulation: Each full-time employee of the City will accumulate sick leave at the rate of one day per month for each month of service to a maximum of 1152 hours.
- 13.2 Notification and Verification: Employees who intend to be absent from work due to illness or injury must notify their supervisor prior to the start of the workday. If the absence continues beyond one day, the employee is expected to keep the supervisor informed of his/her condition and anticipated return date. At the employer's discretion, the employee may be required to provide medical verification.

The City reserves the right to have an employee examined by the City's medical professional,

at City cost, to determine fitness for duty. The City's right to have employees examined by the City's medical professional does not in any way limit the employee's rights to be treated by a medical professional of their choice.

Nothing in this article will limit the City's right to deem leave taken as leave provided for under the State or Federal Family Medical Leave Acts.

- 13.3 Use: An employee may use accumulated sick leave for absences necessitated by the employee's injury or illness or an immediate family member's serious illness/injury or hospitalization. For purposes of this article, "immediate family" will mean spouse, parents, stepparent, child, stepchild, foster child or sibling who lives at home.
- 13.4 Medical Appointments: Employees, when possible, will schedule medical appointments outside of normal working hours. When medical appointments are scheduled during normal working hours, employees will be charged sick leave for actual time lost for the medical appointment. However, employees will not be charged from sick leave for absences from work necessitated by follow-up doctor visits due to workers compensation related injuries or illnesses.
- 13.5 Escrow Account: Employees employed prior to March 25, 2011 who terminate employment by eligibility and acceptance to the State Retirement system will have accumulated sick leave, up to a maximum of 688 hours, placed in an escrow account and used to pay health insurance premiums. This provision will not apply to those employees employed after March 25, 2011.

ARTICLE 14 WORKER'S COMPENSATION

- 14.1 An employee injured on the job will be made whole for the remainder of the working day in which the injury occurred based on medical verification that the employee is unable to perform available work. The injured employee, at his/her option, can make himself/herself whole for the difference between the payment from Worker's Compensation and the regular rate of pay through use of sick leave or vacation for all subsequent days off due to the work related injury as long as the payment does not exceed the normal rate of pay.

ARTICLE 15 FUNERAL LEAVE

- 15.1 Employees will be allowed up to 3 days off with pay for absences necessitated by a death in the employee's immediate family (including spouse, parent, stepparent, child, stepchild, foster child, sibling, guardian, ward, parent-in-law, grandchild or grandparent). In circumstances which require an employee to attend a funeral of a member of the immediate family at a travel distance in excess of 300 miles from Green Bay, up to 2 additional days may

be granted. A request for additional vacation, personal, compensatory time or other leave time must be communicated to the immediate supervisor as soon as practicable. If a funeral is delayed or a service is held at a date beyond the limits of this policy, the employee may attend, but will not be paid for more funeral leave days than outlined in this policy. Funeral leave is not provided for dealing with wills or estates.

Employees will be allowed 1 day off with pay to attend the funeral of the spouse's grandparents or of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse.

- 15.2 In the event of the death of a current co-worker, employees working in the same department and location having a close working relationship and others who worked closely with this individual on a regular basis, in the sole discretion of the department head, may be allowed up to 3 hours of administrative leave for attendance of a local funeral and related event. All others and time beyond this amount will be required to be accounted for by using compensatory time or personal leave or other appropriate accumulated leave with the approval of the Supervisor.

ARTICLE 16 HEALTH AND DENTAL INSURANCE

- 16.1 Selection of any provider for health and dental insurance and determination of coverage and benefit levels will be at the discretion of the City.
- 16.2 Employees will pay 15% and the City will pay 85% of the single or family premium for health care insurance benefits.
- 16.3 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for Humana dental insurance benefits.
- 16.4 Employees regularly scheduled to work less than 37.5 hours per week will have the City's contribution appropriately prorated.
- 16.5 Employees will be entitled to reduce their health insurance premium contribution by 2.5% per year by successfully participating in the Wellness Incentive Program. All Wellness Incentives must be completed in the prior year to receive the 2.5% reduction in the following year.

To receive the health insurance premium reduction, the spouse of an employee must participate in the Wellness Incentive Program. The spouse of an employee will not be required to participate in the Wellness Incentive Program if the spouse has a health risk assessment screening conducted at the spouse's employer, however, the spouse must comply with the age-specific requirements. If the spouse of an employee or an employee with family coverage does not participate in the Wellness Incentive Program, the health

insurance premium reduction will be 1.25%.

- 16.6 Life Insurance: The City will provide and carry, at no cost to the employee, life insurance for each regular full-time employee in an amount equal to the employee's base salary for all employees regularly scheduled to work a minimum of 37.5 hours per week. Employees will have the option to purchase supplemental life insurance for self, spouse and eligible dependent(s). Employees will pay all premium costs for the optional supplemental life insurance through payroll deductions. (This provision will be effective starting with the pay period following approval of the contract by both parties).

ARTICLE 17 RETIREMENT CONTRIBUTION

- 17.1 Employees are subject to a retirement contribution in an amount equal to one-half of all actuarially required contributions approved by WRS.

ARTICLE 18 WAGES AND RATES

- 18.1 Attached hereto and marked Schedule A and Schedule B are schedules showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedules and the contents hereof will constitute a part of this Agreement.
- 18.2 All members of the bargaining unit will be subject to mandatory direct deposit of their paychecks.
- 18.3 An employee that is called in for work outside of the regular workday will be paid for a minimum of 2-hours pay.

ARTICLE 19 HOURS OF WORK

- 19.1 The City will establish the hours of work for employees in the bargaining unit and agrees to provide notice to the Union and an opportunity to meet and discuss schedule changes prior to implementation. ~~when administratively feasible.~~
- 19.2 The City will endeavor to schedule work hours consisting of consecutive workdays and no split shifts unless mutually agreed upon by the City and the Union.
- 19.3 In accordance with the Fair Labor Standards Act (FLSA), non-exempt employees will receive overtime at the rate of 1½ times the employee's regular hourly rate and will be paid for all hours actually worked in excess of 40 hours per week. Vacation, personal days, compensatory time, holiday time, funeral leave, jury duty leave, and paid military leave will be considered actual hours worked for the purpose of determining eligibility for overtime. Overtime hours must be approved by the Supervisor.

19.3.1 Overtime shall be assigned by seniority unless the work falls within 2 hours prior to a qualified employee's regular shift or within 2 hours following the employee's regular shift.

19.3.2 Hours worked on a Packer Sunday home game day will be paid at double time.

19.4 Overtime hours are subject to prior supervisory approval.

19.5 Employees working holiday hours, in accordance with Article 11, will be eligible to receive double time pay.

19.6 Per calendar year, employees may bank up to 80 hours of overtime earned in a compensatory time bank. Employees may request the use of compensatory time off at the rate at which such time is earned.

19.7 In the event that compensatory time is not used prior to the end of the calendar year in which it is earned, the employee's compensatory time will be paid out at the employee's current rate of pay.

19.8 All benefits covered by this Agreement will be appropriately prorated for employees who work less than fulltime.

19.9 Shift selections will be made based on seniority, and shifts will be posted by classification.

ARTICLE 20 CLOTHING ALLOWANCE

20.1 The City will annually pay each employee \$150 in the last payroll in January for the purchase of approved leather work shoes or safety shoes required by the City. The allowance will be appropriately prorated for a new employee.

20.2 The City will provide back supports as required for lifting.

20.3 The City shall provide the initial complement of clothing, which shall include:

- up to 12 shirts (long or short sleeve)
- up to 6 trousers
- 1 insulated coverall (for mechanics, fueler, janitor/groundskeeper)
- 1 jacket
- 1 winter parka
- 1 Sweater or vest (for Bus Cleaner & Parts Room Asst)

The City will provide an annual allowance of \$35 effective January 1st of each year to each member for work-related clothing not covered by the above.

Clothing will be replaced by the City as needed. Clothing which has been replaced will be turned in to the City. No employee will wear any part of the uniform for any reason other than performing their duties as City employees. The City will outfit probationary employees as it deems necessary.

- 20.4 Where required by the City, employees will be provided with 1 pair of safety glasses per year including prescription glasses. (This does not include the cost of the examination. Glass will be in "regular frames" i.e. W.O.S.) City will replace or repair required safety glasses broken or damaged on the job. Other employees can participate at their own expense.
- 20.5 Each member of the bargaining unit will be offered a rental uniform. A supply of 2 weeks clothing and once a week laundry service will be provided. Uniforms will be provided to members as soon as the procurement process is completed.
- 20.6 The City will, upon submission of a receipt, pay the difference between a regular driver's license and a CDL (including required endorsements) where required by the City.

ARTICLE 21

SEPARABILITY AND SAVINGS CLAUSE

- 21.1 If any Article or Section of this Agreement or of any Rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination to its validity, the remainder of this Agreement and of any Rider hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby.
- 21.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement. Either party will be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.
- 21.3 It is understood and agreed that if any Article or portion of this Agreement is in conflict with the Statutes of the State of Wisconsin governing municipalities, such Article or portion will be declared invalid and negotiations will be instituted to adjust such Article or portion.

ARTICLE 22
DURATION OF AGREEMENT

22.1 This Agreement will become effective as of the date of signature and will remain in force and effect to and including December 31, ~~2026~~2023.

This Agreement was approved by both parties on:

For the Union

City of Green Bay

Alex Tetzlaff, Business Manager

Mayor Eric C. Genrich

Tom Vanbeek, Union Steward

Melanie Falk, HR Operations Manager
Attest:

City Clerk

APPENDIX A – Wages

PAY SCHEDULE.

Placement on a step of the pay plan is in accordance with the procedures approved by the City Council.

CLASSIFICATIONS IN ACCORDANCE WITH CITY PAY PLAN	
Pay Grade H ✦ Mechanic	Pay Grade F ✦ Maintenance Technician
Pay Grade E ✦ Maintenance Clerk	Pay Grade D ✦ <u>Transit Service Technician</u> ✦ <u>(Position Retitled) Fueler</u>
	Pay Grade B ✦ <u>Bus Cleaner (Reclassified to Transit Service Technician)</u>

WAGES IN ACCORDANCE WITH CITY PAY PLAN

Effective January 1, 2024

1/1/24 Pay Grades & Pay Schedules									
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range	
H	\$29.42	\$30.29	\$31.15	\$32.02	\$32.89	\$33.74	\$34.61	\$34.62	\$39.80
F		\$24.93	\$25.64	\$26.35	\$27.07	\$27.78	\$28.49	\$28.50	\$32.76
E			\$23.58	\$24.23	\$24.89	\$25.54	\$26.20	\$26.21	\$30.13
D			\$22.20	\$22.82	\$23.43	\$24.05	\$24.66	\$24.67	\$28.36

Effective April 1, 2024 (2% Increase)

4/1/24 Pay Grades & Pay Schedules									
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range	
H	\$30.01	\$30.90	\$31.77	\$32.66	\$33.55	\$34.41	\$35.30	\$35.31	\$40.60
F		\$25.43	\$26.15	\$26.88	\$27.61	\$28.34	\$29.06	\$29.07	\$33.42
E			\$24.05	\$24.71	\$25.39	\$26.05	\$26.72	\$26.73	\$30.73
D			\$22.64	\$23.28	\$23.90	\$24.53	\$25.15	\$25.16	\$28.93

Effective October 1, 2025 (2% Increase)

10/1/25 Pay Grades & Pay Schedules									
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range	
H	\$30.61	\$31.52	\$32.41	\$33.31	\$34.22	\$35.10	\$36.01	\$36.02	\$41.41
F		\$25.94	\$26.67	\$27.42	\$28.16	\$28.91	\$29.64	\$29.65	\$34.09
E			\$24.53	\$25.20	\$25.90	\$26.57	\$27.25	\$27.26	\$31.34
D			\$23.09	\$23.75	\$24.38	\$25.02	\$25.65	\$25.66	\$29.51

Effective October 1, 2026 (2% Increase)

10/1/26 Pay Grades & Pay Schedules									
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range	
H	\$31.22	\$32.15	\$33.06	\$33.98	\$34.90	\$35.80	\$36.73	\$36.74	\$42.24
F		\$26.46	\$27.20	\$27.97	\$28.72	\$29.49	\$30.23	\$30.24	\$34.77
E			\$25.02	\$25.70	\$26.42	\$27.10	\$27.80	\$27.81	\$31.97
D			\$23.55	\$24.23	\$24.87	\$25.52	\$26.16	\$26.17	\$30.10

The 2% increase in April, 2024 will occur on the first date of the pay period in which April 1 occurs.

The 2% increases in 2025 and 2026 will occur on the first date of the pay period in which October 1 occurs.

If during the term of this contract the general municipal employees receive a general wage increase that exceeds the amounts listed in this appendix, the employees covered by this agreement will receive the additional general wage increase.

Employee step increases will be subject to satisfactory performance in accordance with procedures approved by the City Council.

- a. In addition to the employee's regular wage rate, a shift premium will be paid for work performed in the job classification. The shift premium rates will be:

Evening Shift	25- 50 cents per hour
Night Shift	30 cents per hour
Day Shift	None

- b. The Day Shift is that shift in which 50% or more of the regularly scheduled work hours fall between 7:00 a.m. and 3:00 p.m.
- c. The Evening Shift is that shift in which 50% or more of the regularly scheduled work hours fall between 3:00 p.m. and 11:00 p.m.
- d. ~~The Night Shift is that shift in which 50% or more of the regularly scheduled work hours fall between 11:00 p.m. and 7:00 a.m.~~
- e. Employees who work additional hours outside of their regularly scheduled shift will receive the applicable shift premium in addition to any applicable overtime premium pay on the base rate.
- f. Shift premium will be paid only for the time actually worked.

APPENDIX B

Health 1265

Members of the International Union of Operating Engineers, AFL-CIO, Local 420 who carry City sponsored insurance may participate in the City's Health 1265 program for the following periods and will be eligible to receive a reduced premium contribution of 11.5% for the following calendar year if they achieve 1265 points under the City's program.

- ~~December~~November 1, 202~~30~~41 - October 31, 202~~41~~52 – 11.5% reduced premium contribution for the 202~~52~~63 calendar year if the employee achieves 1265 points under the program.
- November 1, 202~~41~~52 - October 31, 202~~52~~63 – 11.5% reduced premium contribution for the 202~~63~~74 calendar year if the employee achieves 1265 points under the program.

Upon enrollment in myInertia as part of the Health 1265 program, eligible employees will receive \$55 toward the cost of a fitness tracker and be eligible for the incentives under the program.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # T.4

To receive and place on file the request from Ald. Wery for an external HR investigation to be initiated regarding the apparent retaliatory disorderly conduct charge filed versus Attorney Janet Angus after she submitted a valid election complaint to the WEC (Wisconsin Elections Commission).

The Common Council may convene in closed session pursuant to Section 19.85(1)(f) Wis. Stats., for purposes of considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons, which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. The Common Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # T.5

To approve the amendment of the City of Green Bay Personnel Policy 9.12 Holidays to reflect the practice and discussion from the January 30, 2024 Personnel Committee meeting confirming the removal of the floating holiday in lieu of the day after Thanksgiving for Department of Public Works employees.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. CITY OF GREEN BAY PERSONNEL POLICY Chapter 9 - 3-12-2024



CITY OF GREEN BAY PERSONNEL POLICY

Policy Title Hours of Work and Fringe Benefits	Policy Reference Chapter 9
Policy Source Human Resources Department	Legal Review Date March 8, 2024
Personnel Committee Approval March 12, 2024	City Council Approval March 19, 2024

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9.12 HOLIDAYS

9.12.1 Effective March 20, 2024, the following are recognized paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day after Thanksgiving*
½ day Friday before Easter	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	
*In lieu of the Day after Thanksgiving — employees represented by the DPW Labor Association will have a floating holiday	

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MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year February, 2024	
Municipal Name Green Bay Municipal Court		Municipal Code Number 231		Telephone Number 920-448-3131	
I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State	
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)	\$ 58,937.20	\$ 58,937.20			
Adjustment (if applicable)	\$ -300.00	\$ -300.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 27,236.34	\$ 23,846.53		\$ 3,389.81	
Adjustment (if applicable)	\$ -48.00	\$ -43.00		\$ -5.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 14,925.92			\$ 14,925.92	
Adjustment (if applicable)	\$ -78.00			\$ -78.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 6,797.51		\$ 6,797.51		
Adjustment (if applicable)	\$ -10.00		\$ -10.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 7,144.00		\$ 3,465.40	\$ 3,678.60	
Adjustment (if applicable)	\$ -435.00		\$ -218.80	\$ -216.20	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 8,817.34			\$ 8,817.34	
Adjustment (if applicable)	\$ -13.00			\$ -13.00	
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	\$.00	\$.00		\$.00	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	\$ 350.00		\$ 350.00		
Adjustment (if applicable)	\$ -50.00		\$ -50.00		
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
11. Safe Ride Program (s. 85.55, Stats.)	\$ 800.00			\$ 800.00	
Adjustment (if applicable)	\$ -50.00			\$ -50.00	
12. Totals	\$ 124,024.31	\$ 82,440.73	\$ 10,334.11	Pay This Amount \$ 31,249.47	

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL
PO BOX 7932
MADISON, WI 53707-7932
DOAMunicipals@wisconsin.gov

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEIL BASTEN Signature: *Neil Basten* Date: 3-1-24

III. TREASURER'S CERTIFICATION

I hereby certify that the above amount due the state has been received. After so certifying, a copy of this report will be returned to the signer of this report as a receipt, and the stated amount will be remitted to the Department of Administration with this report.

Treasurer: *Neil Basten* Date: 3-1-24

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone Number	Email Address
<u>Neil Basten</u>	<u>920-448-3131</u>	<u>neilba@greenbaywi.gov</u>

Detail Summary of Projects Issued

2/1/2024 to 2/29/2024

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
115455	144 PURPLE SAGE DR..21-8154 [1-101 - Residential - New - Single Family House]	5 STAR HANDYMAN LLC		\$1,117.85	\$298,000.00	Pending
115458	372 EAGLEWOOD TRL..21-8510 [1-101 - Residential - New - Single Family House]	GREEN VIPER INC		\$1,339.13	\$433,000.00	Pending
115459	380 EAGLEWOOD TRL..21-8511 [1-101 - Residential - New - Single Family House]	GREEN VIPER INC		\$1,282.67	\$400,000.00	Pending
115468	3033 SONORAN CT..6H-4184 [1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME W/ ATTACHED GARAGE	HALEY M & JEREMY M WEAVER		\$1,632.95	\$750,000.00	Pending
115536	1113 SHADOW LN..1-2308 [1-101 - Residential - New - Single Family House] RAZE OLD & BUILD NEW	JAMBER INVESTMENTS LLC		\$1,097.77	\$450,000.00	Pending
115076	922 S BAIRD ST..17-513-A [2-434 - Residential - Alteration - 1 -2 Family House]	ELVIN & JAIRO DIAZ MEZA		\$100.00	\$12,010.00	Pending
115133	1173 LANGLADE AV..1-389-B [2-434 - Residential - Alteration - 1 -2 Family House] REMODEL	PETER F STALTER		\$294.56	\$23,000.00	Pending
115150	1809 14th AV..1-1313-2 [2-434 - Residential - Alteration - 1 -2 Family House] FINISH BASEMENT, REMODEL MAIN FLOOR, FINISH GARAGE	BLUE BADGER HOLDINGS LLC		\$397.80	\$25,000.00	Pending
115359	2040 BUCKTHORN TR..6H-4436 [2-434 - Residential - Alteration - 1 -2 Family House] FINISH BASEMENT	CHRISTOPHER S & LISA M KNUTH		\$332.55	\$28,000.00	Pending
115388	3491 BAY HIGHLANDS DR..21-5519 [2-434 - Residential - Alteration - 1 -2 Family House] ADDITION	LAURA A HIEB		\$330.00	\$150,000.00	Pending
115398	1226 LAKE LARGO DR ..21-8436 [2-434 - Residential - Alteration - 1 -2 Family House]	LARGO RIDGE DEVELOPMENT LLC		\$225.00	\$40,000.00	Pending
115400	1611 SPENCE ST..1-2619 [2-434 - Residential - Alteration - 1 -2 Family House] REMODEL KITCHEN AND BATH. REPLACE PATIO DOOR. REPLACE DRYWALL AND INSULATION. REPLACE SERVICE PANEL.	TIM A BAUMGARTNER		\$205.00	\$47,000.00	Pending
115405	515 N BROADWAY..5-895 [2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR DEMO/EXPLORATORY	519 LLC		\$50.00	\$1,800.00	Pending
115452	1271 9th ST..1-431 [2-434 - Residential - Addition - Single Family House] ADDED BATHROOM IN BASEMENT. UPDATING OUTLETS ON MAIN FLOOR.	BONZAI LLC		\$380.00	\$30,000.00	Pending
Work done without permit - Double fee						
115554	708 NEVILLE AV..18-380 [2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR REMODEL	BLUE BADGER HOLDINGS LLC		\$255.00	\$50,000.00	Pending

115555	1418 NELSON ST..6-1141 [2-434 - Residential - Alteration - 1 -2 Family House] INSTALL 2 EGRESS WINDOWS	LONNIE L PEERENBOOM	\$50.00	\$11,110.00	Pending
115599	849 GROSS AV..2-1213 [2-434 - Residential - Alteration - 1 -2 Family House] RECONFIGURE KITCHEN, WALL ALTERATION, MOVE WATER HEATER AND WASHER AND DRYER.	ERIN L BAKER	\$205.00	\$6,000.00	Pending
114055	914 REBER ST..20-21 [4-438 - Residential - Alteration - Garage or carport or Shed]	JESUS MANCHA	\$75.00	\$2,500.00	Pending
115423	1621 ARGONNE DR..6-301-A [4-438 - Residential - Alteration - Garage or carport or Shed] REMOVE UNPERMITTED FRAMING AND RE INSTALL GARAGE DOORS CASE #135577	TIFFANY M & MACEO L MCCRORY	\$50.00	\$200.00	Pending
113446	1325 N BAIRD ST..21-1621 [7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK AND PATIO DOOR	WAYNE H MCKEEFRY, ETAL	\$100.00	\$10,000.00	Pending
115101	2011 LAKESIDE PL..21-950 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	CHERYL A ZIMMERMAN REVOCABLE TRUST	\$100.00	\$19,000.00	Pending
115366	1304 S CHESTNUT AV..1-902 [7-1 - Deck, Porch, Patio, Ramp (Residential)] REPAIRED STEPS, RAILING, AND SPINDLES	KG RENTALS LLC	\$75.00	\$150.00	Closed
115416	400 COLUMBIA AV..5-305 [7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE FRONT MASONRY PORCH AND STAIRS	BRYAN K RAABE	\$75.00	\$1,000.00	Pending
115437	1433 11th AV..1-1756 [7-1 - Deck, Porch, Patio, Ramp (Residential)] FRONT PORCH - ALREADY BUILT - DOUBLE FEE.	WESTON R & KASEY E CROWDER	\$150.00	\$2,000.00	Pending
115450	1604 S NORWOOD AV..1-1161 [7-1 - Deck, Porch, Patio, Ramp (Residential)] FRONT PORCH	AMBER DURFEY	\$150.00	\$400.00	Pending
115487	1101-1103 SPARTAN RD ..21-8390 [7-1 - Deck, Porch, Patio, Ramp (Residential)] DECKS	FORT HOWARD HOMES LLC	\$100.00	\$16,500.00	Pending
115541	1636 EASTMAN AV..19-444 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	BASTEN INVESTMENTS LLC	\$100.00	\$2,500.00	Closed
114347	3164 FINGER RD..21-173 [9-645 - Raze - Building or Structure (Residential)] EC APPROVAL UNDER P#114364	EARLY CHILDCARE II LLC	\$240.00	\$17,400.00	Pending
115453	1608 10th AV..1-1338 [9-645 - Raze - Building or Structure (Residential)]	DEAN D DASHNIER	\$50.00	\$5,000.00	Pending
115478	708 NEVILLE AV..18-380 [9-649 - Demolition - Interior (Residential)] INTERIOR DEMO	BLUE BADGER HOLDINGS LLC	\$50.00	\$5,000.00	Pending
115556	715 S OAKLAND AV..2-315 [9-645 - Raze - Building or Structure (Residential)] DEMO OF PORCH	ALEXA S GOMEZ	\$50.00	\$7,000.00	Pending
114830	1161 S TAYLOR ST..6-2244 [11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY REPLACEMENT **Double Fee**	JAIME ORNELAS & EVANGELINA & JAIME ORNELAS MACIAS	\$100.00	\$9,000.00	Pending
114857	1368 E WALNUT ST..14-234 [11-1 - Fence (Residential)]	JOURNEY TO ADULT SUCCESS INC	\$70.00	\$17,355.00	Pending
115151	1615 BEAUCHAMP ST..1-2539	CHARLENE F & RICHARD J COHLER	\$50.00	\$16,312.00	Closed

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

115158	3149 TERM CT..21-3012	LINDA J & JAMES P HEIDER	\$50.00	\$10,340.00	Pending
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[11-1 - Foundation Repair (Residential)]

115368	119 YALE ST..3-169	BLEU STEELE INVESTMENTS LLC	\$50.00	\$5,500.00	Closed
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[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

115386	802 13th AV..2-561	DANIEL & JUDIE OLEJNICZAK, ETAL	\$125.00	\$12,000.00	Closed
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[11-1 - Z - Misc Project Not Listed (Resiential)] ROOF MOUNTED SOLAR PANELS

115390	1071 LIBERTY ST..1-2594	KATHRYN M & MATTHEW R SHERMAN	\$50.00	\$20,350.00	Closed
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[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

115395	1124 CROOKS ST..14-1034	STRAUSS HOLDINGS LLC	\$50.00	\$11,125.00	Pending
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[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

115417	313 N GREENWOOD AV..5-488	JESSICA OLSON ROBINSON	\$150.00	\$1,500.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] REPAIR GARAGE WALLS

115422	313 N GREENWOOD AV..5-488	JESSICA OLSON ROBINSON	\$75.00	\$4,500.00	Pending
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[11-1 - Foundation Repair (Residential)] ADD SUPPLEMENTAL SUPPORT SYSTEM TO FLOOR FRAMING. REPAIR RAFTERS, REDUCE WALL OPENING.

115428	1851 ASPEN LN..6-2032	JENNA M LYNCH	\$50.00	\$2,000.00	Pending
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[11-1 - Fence (Residential)]

115447	1268 CROOKS ST..14-1270	BURGRAFF ENTERPRISES LLC	\$50.00	\$11,125.00	Pending
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[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

115448	926 S MONROE AV..16-61	JENNY & JACOB PAUL MEYER	\$50.00	\$14,625.00	Pending
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[11-1 - Fence (Residential)]

115457	231-233 S OAKLAND AV..3-1213	FELIX MERCADO COVARRUBIAS	\$50.00	\$10,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

115475	1102 MARSHALL AV..18-197	CASEY C SONSALLA	\$50.00	\$1,896.00	Pending
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[11-1 - Fence (Residential)] FENCE

115480	3511 BAYWATCH DR..22-1759	KYLE C & CHELSEA E GEORGIA	\$50.00	\$5,500.00	Pending
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[11-1 - Fence (Residential)]

115494	2563 DUNBAR LN..6H-2202	DIANE L ABTS	\$50.00	\$4,500.00	Closed
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[11-1 - Garage/Carport/Shed (residential)] SHED

115510	1935 NEWBERRY AV..21-2312-3	ANTONIA PONCE PRIETO	\$50.00	\$4,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

115512	1403 DIVISION ST..6-85-4	JETZABEL GUERREROMOTA	\$50.00	\$24,993.00	Pending
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[11-1 - Foundation Repair (Residential)] FOUNDATION WATERPROOFING AND STABILIZATION

115517	224 NEWHALL ST..19-321	KALEB W & ANGELIQUE M BROWN	\$50.00	\$4,500.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

115520	1608 10th AV..1-1338	DEAN D DASHNIER	\$50.00	\$1,500.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

115526	906 N LOCUST ST..6-738-C	ETHAN MICHAEL & EMILY SCOTT	\$50.00	\$5,042.00	Pending
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[11-1 - Fence (Residential)] FENCE

115540	3484 EDINBURGH RD..22-1588-132	CONSTANCE L & MICHAEL J VALENTINE	\$50.00	\$10,000.00	Pending
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[11-1 - Fence (Residential)]

115545	2573 DELWOOD DR..21-4869	ANDREW S & HOLLY L VANEYCK	\$50.00	\$20,000.00	Pending
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[11-1 - Fence (Residential)] FENCE

115582	1422 CHICAGO ST..17-825	FRANCISCO & ELENA GARZA	\$50.00	\$16,970.00	Closed
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[11-1 - Foundation Repair (Residential)] FOUNDATION WATERPROOFING AND STABILIZATION

115586	926 HOWARD ST..3-448	RICHARD P & BARBARA J GRETZON	\$50.00	\$2,000.00	Pending
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[11-1 - Fence (Residential)]

115597	388 ECHO HILL DR..21-821-2	JOHN P GALLAGHER	\$50.00	\$7,696.84	Pending
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[11-1 - Fence (Residential)]

115603	150 MANDRAKE DR..21-8131	JOSIE & JEROD R WEBSTER	\$50.00	\$17,558.00	Pending
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[11-1 - Fence (Residential)]

115476	1345 W MASON ST..6-156-A	EOA INVESTMENTS LLC	\$70.00	\$7,000.00	Closed
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[30-434 - Commercial - Alteration - Multi-Family of 3 or more units]

114492	1001 S HURON RD..21-170-2-1	D & D AUTOMOTIVE GROUP LLC	\$1,768.00	\$543,617.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] BUILDING ADDITION

*missing PLBG plans

114811	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$290.00	\$1,000,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

115110	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$190.00	\$85,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

115497	501 EASTMAN AV..20-123	PROCTER & GAMBLE PAPER PRODUCTS CO	\$4,400.00	\$6,000,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] NEED HVAC STATE APPROVAL

115522	2360 E MASON ST..21-126-3-1	BIG COFFEE EAST MASON LLC	\$707.28	\$340,800.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

115557	1726 SHAWANO AV..6-235-A	SAINT MARYS HOSPITAL MEDICAL CENTER OF G B INC	\$554.50	\$1,157,854.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

115605	801 LIME KILN RD..21-1355-5	BERGSTROM IMPORTS OF GREEN BAY INC	\$210.00	\$29,876.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

115085	900 S WEBSTER AV..16-297-A	SAINT VINCENT HOSPITAL OF THE HOSPITAL SISTERS	\$240.00	\$270,000.00	Pending
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[34-649 - Raze- Building or Structure (Commercial)] EC APPROVED 1/18/24

115134	1313 BAY BEACH RD..21-440-1	GREEN BAY CITY OF BAY BEACH	\$140.00	\$10,000.00	Closed
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[34-1 - Cell Tower - New (Commercial)]

115375	440 ST BERNARD DR..21-446-2	SAINT BERNARD CONGREGATION	\$70.00	\$3,300.00	Pending
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[34-1 - Temporary Office/Trailer/Event (Commercial)]

115404	1275 SHAWANO AV..3-1037	ARKAD PROPERTIES LLC	\$70.00	\$30,000.00	Pending
[34-1 - Roofing (Commercial)]					
115424	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$99.32	\$1,057,500.00	Pending
[34-1 - Roofing (Commercial)]					
115425	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$741.00	\$1,527,500.00	Pending
[34-1 - Roofing (Commercial)]					
115439	205 HUDSON ST..3-1172	REDEEMER EVANGELICAL LUTHERAN CHURCH	\$70.00	\$100.00	Pending
[34-649 - Raze- Building or Structure (Commercial)]					
115488	645 S IRWIN AV..17-448	FRIAR HOUSE FLATS LLC	\$70.00	\$170,000.00	Pending
[34-649 - Demolition - Interior (Commercial)] *** PLEASE CONTACT TIM TO MEET AT FINAL ***					
115519	525 S MILITARY AV..6-1516-A	BRYAN C & MARY BETH BOETTCHER	\$70.00	\$19,025.00	Pending
[34-1 - Roofing (Commercial)]					
115538	2413 HAZELWOOD LN..6H-1242-1	HOCHUNK NATION	\$70.00	\$140,000.00	Pending
[34-1 - Roofing (Commercial)] REROOF					
115565	312 VICTORIA ST..21-2324	SAINT PHILIPS CONGREGATION	\$70.00	\$80,000.00	Pending
[34-1 - Parking Lot - New & Reconstruction (Commerical)]					
115604	1609 WESTERN AV..6-119-A	E & P PROPERTIES	\$70.00	\$25,000.00	Pending
[34-649 - Demolition - Interior (Commercial)]					
115358	1223 ST. AGNES DR..6-1036	PETER G & DEBORAH K WALTERS	\$50.00	\$4,000.00	Closed
[40-53 - Electrical Service - Change (Residential)]					
115426	1217 WESTERN AV..3-802-1	MICHAEL B EVERAGE	\$50.00	\$2,100.00	Closed
[40-53 - Electrical Service - Change (Residential)]					
115433	1220 LANGLADE AV..1-423-1	ALLEN J & JULIE A VANLANNEN	\$50.00	\$3,000.00	Closed
[40-53 - Electrical Service - Change (Residential)]					
115441	1359 WESTERN AV..3-1204-1	GENEVIEVE L DEWILDE	\$50.00	\$2,000.00	Closed
[40-53 - Electrical Service - Change (Residential)] SERVICE UPGRADE					
115451	841 TOMMARK ST..2-1408	JOHN E & GERALDINE CAMBRAY	\$50.00	\$3,000.00	Closed
[40-53 - Electrical Service - Change (Residential)]					
115456	1010 S ONEIDA ST..2-1332	JOHN E STOLLBERG	\$50.00	\$2,000.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
115474	2441 LARSEN RD..6H-1731	MOSKI CORP	\$70.00	\$2,000.00	Closed
[40-54 - Electrical Service - Repair (Commercial)]					
115479	1105 CROOKS ST..14-1019	WILLIAM R CORRIVEAU	\$50.00	\$2,000.00	Closed
[40-53 - Electrical Service - Change (Residential)]					
115481	2122 9th ST..6H-1091-4	DIETRICH J HARPER	\$50.00	\$4,000.00	Closed

[40-53 - Electrical Service - Change (Residential)] PANEL CHANGE

115516	1349 DESNOYERS ST..18-1269	PATRICIA JESKE	\$50.00	\$2,285.00	Pending
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

115528	135 S IRWIN AV..14-1404	MIRASHEMI INC	\$50.00	\$2,000.00	Pending
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[40-53 - Electrical Service - Change (Residential)] SERVICE CHANGE

115563	1447 TRAEGER ST..6-1191	ROBERT & KAREN HOUGARD	\$50.00	\$1,485.00	Pending
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[40-53 - Electrical Service - Change (Residential)]

115573	1531 FARLIN AV..19-701	LOREN P & KAREN L PROST	\$50.00	\$4,550.00	Pending
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[40-53 - Electrical Service - Change (Residential)]

115587	1313 BAY BEACH RD..21-440-1	GREEN BAY CITY OF BAY BEACH	\$0.00	\$7,400.00	Pending
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[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]

115613	1400 N BAIRD ST..21-1198-6	PERRY PARK PARTNERS ETAL	\$50.00	\$700.00	Pending
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

115624	1547 HAROLD ST..19-668	HJG GROUP LLC	\$50.00	\$500.00	Pending
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[40-55 - Electrical Service - Repair (Residential)]

115634	1437 TRAEGER ST..6-1190	JOHN W & PATRICIA A HICKEY	\$50.00	\$1,787.00	Pending
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[40-53 - Electrical Service - Change (Residential)]

115638	1016 SMITH ST..7-232	ARNOLD J & EDWINA J VANDYKE	\$50.00	\$3,600.00	Pending
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[40-51 - Eletrical Service - Temporary (Residential)]

114984	1089 DOUSMAN ST..5-718-C	JENNIFER S SELLEN	\$50.00	\$2,360.00	Pending
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[50-45 - Heating Unit Only (Residential)] FURNACE

115118	1636 EASTMAN AV..19-444	BASTEN INVESTMENTS LLC	\$50.00	\$3,000.00	Closed
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[50-45 - Heating Unit Only (Residential)]

115122	212 BERWYN AV..21-2090-21	DELTON L & MOLLY A BONGEL	\$50.00	\$7,200.00	Pending
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[50-45 - Heating Unit Only (Residential)]

115396	1226 N DANZ AV..21-290-4	A & V TERRACE LLC	\$50.00	\$5,235.00	Pending
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[50-45 - Heating Unit Only (Residential)] FURNACE

115397	2548 REMINGTON RD..21-7210	RICHARD J LAMAL	\$50.00	\$5,953.00	Closed
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[50-45 - Heating Unit Only (Residential)] FURNACE

115399	1222 S CHESTNUT AV..1-869	SUSAN L HEATH	\$50.00	\$14,525.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

115401	1429 13th AV..1-1686	MARYANN C CROSBY	\$50.00	\$4,400.00	Closed
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[50-45 - Heating Unit Only (Residential)]

115402	1686 AMY ST..21-5751	GRIBBLE JOSEPH & MARY REVOC LIVING TRUST	\$50.00	\$4,000.00	Closed
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[50-45 - Heating Unit Only (Residential)]

115403	3401 DAVIES AV..22-1835	MARC & JESSICA SEYLER	\$50.00	\$4,500.00	Closed
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[50-45 - Heating Unit Only (Residential)]

115408	1912 PREBLE AV..21-2186 [50-43 - Heating and Air Conditioning Units (Residential)]	JENNIFER L & MATTHEW HARRIS	\$50.00	\$10,454.00	Closed
115409	1356 BIEMERET ST..6-862 [50-45 - Heating Unit Only (Residential)]	JAIME A WILSON	\$50.00	\$9,980.00	Closed
115410	201 OXFORD AV..5-495 [50-45 - Heating Unit Only (Residential)]	BRYANT & ELIZABETH BRODHAGEN	\$50.00	\$9,980.00	Closed
115411	2400 HAMPTON AV..21-3230 [50-43 - Heating and Air Conditioning Units (Residential)]	TODD D & TAMMIE S WALKOWSKI	\$50.00	\$15,950.00	Pending
115412	550 N MILITARY AV..6-71 [50-42 - Heating and Air Conditioning Units (Commercial)]	SAINT VINCENT HOSPITAL OF THE HOSPITAL SISTERS	\$560.00	\$37,000.00	Closed
115419	1212 MARINE ST..16-85 [50-44 - Heating Unit Only (Commercial)]	ACD ENTERPRISES LLC	\$70.00	\$4,500.00	Pending
115429	2459 SUNRISE CT..21-2911 [50-45 - Heating Unit Only (Residential)]	SCHONKE DAVID W & JANICE F REVOCABLE TRUST	\$50.00	\$6,818.00	Closed
115431	1129 LOCH DR..6-600 [50-45 - Heating Unit Only (Residential)]	CRAIG F HERMSEN	\$50.00	\$2,290.00	Closed
115434	411 S MAPLE AV..3-1144-B-1 [50-45 - Heating Unit Only (Residential)]	ERIKA J CASTELLANO	\$50.00	\$7,500.00	Pending
115438	3337 PEBBLE BEACH CT..22-1684 [50-45 - Heating Unit Only (Residential)]	CARMEN L & JOHN G BRADY	\$50.00	\$5,650.00	Closed
115440	3256 DREAMER LN..21-7769 [50-43 - Heating and Air Conditioning Units (Residential)]	NANCY L POLEY	\$50.00	\$13,226.00	Pending
115442	636 ST. JAMES CIR..21-1111-D-132 [50-45 - Heating Unit Only (Residential)]	PAUL & JARED MCLEOD	\$50.00	\$8,489.20	Closed
115443	1919 MELON AV..21-2311-1-3 [50-45 - Heating Unit Only (Residential)]	ALBERT R YATES, ETAL	\$50.00	\$6,434.00	Pending
115444	1134 MEACHAM ST..1-1633 [50-45 - Heating Unit Only (Residential)]	NATHANIAL J CHRISTY	\$50.00	\$3,794.00	Closed
115445	219 S HENRY ST..21-1514-11 [50-45 - Heating Unit Only (Residential)]	LUZ M M FLOR	\$50.00	\$5,387.45	Closed
115446	3585 GLEN ABBEY DR..22-1946 [50-45 - Heating Unit Only (Residential)]	CHUNG KUANG CHEN	\$50.00	\$3,900.00	Pending
115470	2489 TROJAN DR..6H-2012 [50-45 - Heating Unit Only (Residential)] FURNACE	HAWAH RENTALS LLC	\$50.00	\$6,000.00	Pending
115471	1634 LOUISE ST..21-1334-17 [50-45 - Heating Unit Only (Residential)] BOILER	CHARLOTTE A GERLIKOVSKY	\$50.00	\$8,000.00	Closed
115482	629 ST. JUDE ST..6-2143	CYNTHIA M & STEPHEN E KREGEL	\$50.00	\$8,500.00	Pending

[50-45 - Heating Unit Only (Residential)] FURNACE

115483	1211 S GREENWOOD AV..1-612	CAROLYN & MARIA CHOU	\$50.00	\$6,000.00	Closed
[50-45 - Heating Unit Only (Residential)]					
115484	1026 E WALNUT ST..14-291	JONATHAN A ESTEL	\$50.00	\$8,188.00	Closed
[50-45 - Heating Unit Only (Residential)]					
115485	1339 ST. CLAIR ST..14-39	CHARLES & SHARON CAPELLE	\$50.00	\$4,979.00	Closed
[50-45 - Heating Unit Only (Residential)]					
115486	2325 UTAH AV..21-1176-E-11	RACHEL M FRICKE	\$50.00	\$8,758.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					
115511	3050 OPEN GATE TR..6H-2586	MARJORY L & MARK E HANSON	\$50.00	\$9,120.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
115513	1166-1170 VANDERBRAAK ST..20-239	FORT HOWARD HOMES LLC	\$70.00	\$3,800.00	Closed
[50-44 - Heating Unit Only (Commercial)]					
115515	3175 OPEN GATE TR..6H-3719	WILLIAM T NETHING	\$50.00	\$6,000.00	Pending
[50-45 - Heating Unit Only (Residential)]					
115525	1121 LAWE ST..14-1162	ANN M CONNELLY	\$50.00	\$12,500.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
115527	929 SHAWANO AV..3-995	JANE BERRIOS	\$50.00	\$3,800.00	Pending
[50-45 - Heating Unit Only (Residential)] FURNACE					
115533	508 S ASHLAND AV..2-285	CARRIE A BURROWS	\$50.00	\$2,465.00	Pending
[50-45 - Heating Unit Only (Residential)] FURNACE - 506 SIDE					
115534	929 DIVISION ST..5-452	MR BRIGHTSIDE LLC	\$70.00	\$44,000.00	Closed
[50-44 - Heating Unit Only (Commercial)] BOILER					
115539	1735 WESTFIELD AV..6-2331	TRACEY L & OMAR H DEGENAER	\$50.00	\$8,375.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER & FURNACE					
115544	551 N NORTHVIEW RD..21-391-12	CHRISTOPHER A & ANN H DAVIS	\$100.00	\$12,714.00	Pending
[50-49 - Repair/Alter Existing HVAC System (Residential)] GENERATOR					
115546	868 SHAWANO AV..3-1077	FOX VALLEY HOME SALES INC	\$50.00	\$10,213.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
115547	935 MATHER ST..5-1257	JACKLYN A LOHREY	\$50.00	\$9,000.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					
115558	1744 S ASHLAND AV..1-1112	Z&T INVESTMENT PROPERTIES LLC	\$70.00	\$5,700.00	Pending
[50-44 - Heating Unit Only (Commercial)]					
115559	505 S TAYLOR ST..6-155-A	ROXANNE E BRAUN	\$50.00	\$10,000.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
115560	1216 ROSCOE ST..1-422-A	DAVID M & BARBARA J KACZMAREK	\$50.00	\$10,111.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					

115564	815 STONY BROOK LN..6-793 [50-45 - Heating Unit Only (Residential)]	STEPHEN & SAMANTHA MUELLER	\$50.00	\$4,000.00	Pending
115574	1027 KLAUS ST..20-261 [50-45 - Heating Unit Only (Residential)]	MICHAEL J & VANESSA L GONION	\$50.00	\$6,768.00	Pending
115575	1457 SHIRLEY ST..6-324-1 [50-45 - Heating Unit Only (Residential)]	THOMAS C MARONEK	\$50.00	\$12,950.00	Pending
115576	1282 LAWE ST..17-333 [50-43 - Heating and Air Conditioning Units (Residential)]	PATRICIA & PAUL FILYES	\$50.00	\$11,255.00	Pending
115577	1719 E MASON ST..21-2636 [50-45 - Heating Unit Only (Residential)]	JANDRAIN ENTERPRISES LLC	\$50.00	\$5,069.00	Pending
115578	712 S MONROE AV..15-158 [50-43 - Heating and Air Conditioning Units (Residential)]	MICHAEL R PALUBICKI	\$50.00	\$10,091.00	Pending
115581	2472 VALIANT LN..6H-1908 [50-45 - Heating Unit Only (Residential)]	BADGER HOME PROPERTIES LLC	\$50.00	\$12,850.00	Pending
115591	1429 ELM ST..8-149 [50-45 - Heating Unit Only (Residential)]	SERGIO & ALEJANDRA LEON- MARTINEZ	\$50.00	\$5,015.00	Pending
115598	1220 HOBART DR..6H-1110-2 [50-45 - Heating Unit Only (Residential)]	TVO HOBART LLC	\$50.00	\$4,157.00	Pending
115606	1408 10th AV..1-1433-A-1 [50-43 - Heating and Air Conditioning Units (Residential)]	ROSE A JORDAN	\$50.00	\$13,000.00	Pending
115607	645 S CLAY ST..14-1129 [50-43 - Heating and Air Conditioning Units (Residential)]	RYAN B & AMANDA NELSON	\$50.00	\$16,892.00	Pending
115608	1229 MATHER ST..5-1315-E [50-43 - Heating and Air Conditioning Units (Residential)]	NESS DAVID & SHIRLEY FAMILY TRUST	\$50.00	\$14,450.00	Pending
115618	275 GLACIER DR..21-1176-C-23 [50-43 - Heating and Air Conditioning Units (Residential)]	NICHOLAS C & ELIZABETH A RUHLAND	\$50.00	\$8,800.00	Pending
115623	201 S PEARL ST..3-306 [50-42 - Heating and Air Conditioning Units (Commercial)]	GREEN BAY ACQUISITION CO 4 INC	\$70.00	\$19,469.00	Pending
115628	2806 W CARRERA CT..22-1658 [50-45 - Heating Unit Only (Residential)]	BRUCE J MCLEOD, ETAL	\$50.00	\$9,917.00	Pending
115629	512 WINDROSE CT..21-7165 [50-43 - Heating and Air Conditioning Units (Residential)]	ALAINA & BRENT LANE	\$50.00	\$10,830.00	Pending
115407	1149 ROCKDALE ST..1-1928 [60-27 - Water Heater (Residential)] WATER HEATER	THOMAS A & PATRICIA J ZEITLER	\$30.00	\$2,700.00	Closed
115430	1422 PORLIER ST..17-706 [60-31 - Sanitary Sewers - Connection/Repair (Residential)]	KATIE MARIE & JOHN JOSEPH MCCRACKEN	\$30.00	\$12,000.00	Closed

115435	411 S MAPLE AV..3-1144-B-1 [60-27 - Water Heater (Residential)]	ERIKA J CASTELLANO	\$30.00	\$2,500.00	Pending
115436	1780 LILAC LN..21-1110-M-99 [60-27 - Water Heater (Residential)]	KAREN M BLAHNIK	\$30.00	\$2,500.00	Pending
115454	538 ROBERT LN..21-3388 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	RICHARD R & SUSAN G LAURENT	\$50.00	\$19,811.00	Pending
115464	1675 WESTERN AV..6-120-D [60-25 - Repair/Alter Existing Plumbing System (Residential)]	KELLY A BOYCE	\$50.00	\$10,570.00	Pending
115465	1409 SHANNON ST..6-2194 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	JAMES M & CAROLYN A ELAND	\$50.00	\$12,215.00	Pending
115466	806 9th ST..1-603 [60-24 - Repair/Alter Existing Plumbing System (Commercial)]	CLAWS & PAWS GROOMING LLC	\$70.00	\$2,000.00	Closed
115472	632 SUPERIOR RD..21-6169 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	RONALD W & LAURA L MATHIS	\$50.00	\$834.00	Pending
115477	2795 SHERRY LN..21-3611 [60-33 - Storm Sewers - Connection/Repair (Residential)]	THOMAS J & JUDITH A CHRISTOFF	\$30.00	\$2,000.00	Pending
115491	1236 LANGLADE AV..1-425-2 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	JEFFERY J & JANICE M POUWELS	\$50.00	\$2,720.00	Closed
115498	920 SPENCE ST..2-1374 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	CHRISTOPHER A & RENEE A WERY	\$50.00	\$17,228.00	Pending
115503	428 STEVEN ST..6-2445 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	CHRISTOPHER W DANZ	\$50.00	\$14,959.00	Pending
115521	3547 BAYWATCH DR..22-1754 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	JEFFREY D & JENNIFER A DUMEZ	\$80.00	\$2,450.00	Pending
115523	1020 NICOLET AV..2-968 [60-27 - Water Heater (Residential)]	KATRINA E & ERIC T LEAL	\$30.00	\$6,550.00	Pending
115529	906 ROSCOE ST..1-1558 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	MICHAEL J WICHOWSKI, ETAL REPLACING SUMP PUMP	\$50.00	\$700.00	Pending
115530	532 LA PLANT ST..21-2144-20 [60-27 - Water Heater (Residential)]	CATHLEEN P & GEORGE B HECK	\$30.00	\$1,000.00	Closed
115532	1343 ELIZA ST..17-532 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	LAKESHORE REAL ESTATE SOLUTIONS INC	\$50.00	\$2,000.00	Pending
115548	1625 UNIVERSITY AV..19-345 [60-27 - Water Heater (Residential)]	JOHN J STEINER	\$30.00	\$2,500.00	Pending
115550	1143 ELMORE ST..5-1631 [60-31 - Sanitary Sewers - Connection/Repair (Residential)]	CHARLES J & JENNIFER N HRUBESKY REPLACE SEWER LATERAL	\$30.00	\$7,500.00	Closed

115551	1122 N LOCUST ST..6-1101 [60-27 - Water Heater (Residential)]	DAVID J SANTY	\$30.00	\$2,500.00	Pending
115552	3092 SUNDOWN CT..6H-2603 [60-27 - Water Heater (Residential)]	EMROY M & ALICE H SKENANDORE	\$30.00	\$3,000.00	Pending
115553	400 S WASHINGTON ST..13-185 [60-30 - Sanitary Sewers - Connection/Repair (Commercial)]	GREATER GREEN BAY COMMUNITY FOUNDATION INC	\$30.00	\$2,000.00	Pending
115561	1432 10th AV..1-1757 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	CHERYL A & DAVID P SCHMIDT	\$50.00	\$839.00	Pending
115566	218 OXFORD AV..5-512 [60-21 - Misc Plumbing (treament systems, grease traps, backflow valve)(Residential)]	PEDRO A & ROSA D SANTOS CRUZ	\$50.00	\$110.00	Closed
115588	1217 S TAYLOR ST..6-2247 [60-27 - Water Heater (Residential)]	WILLIAM J & DEBRA K LIDDLE	\$30.00	\$2,500.00	Pending
115593	1196 9th ST..1-1677 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	BRADLEY J KUTSKA	\$50.00	\$14,328.00	Pending
115594	1134 ST. AGNES DR..6-1418 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	KAILYN E LUCAS	\$50.00	\$7,957.00	Pending
115610	874 HUBBARD ST..5-556 [60-21 - Misc Plumbing (treament systems, grease traps, backflow valve)(Residential)]	KARRIE A REVOLINSKI	\$50.00	\$12,000.00	Closed
115619	3313 COTTAGE HILL DR..22-2132 [60-27 - Water Heater (Residential)]	DANIEL J & SARA J NOAH	\$30.00	\$6,000.00	Pending
115620	401 COLUMBIA AV..5-314 [60-27 - Water Heater (Residential)]	ANNEMARIE J & ELMER W CLOUD	\$30.00	\$3,000.00	Pending
115621	1115 LAWE ST..14-1163 [60-27 - Water Heater (Residential)]	ANDREW ERIC ST LOUIS	\$30.00	\$2,000.00	Pending
115492	2475 UNIVERSITY AV..21-1251-1 [70-1 - Signs - Permanent] Install one 28' tall 98.4 sq ft pylon sign and three 89.25 sq ft wall signs	CLUB CAR WASH GREEN BAY UNIVERSITY AVE LLC	\$393.00	\$49,000.00	Pending
115570	1919 S BROADWAY..1-1407 [70-1 - Signs - Permanent] 2 wall signs (with two signage areas) "GP" "Georgia Pacific"	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$468.00	\$0.00	Pending
Totals: 193 projects			\$29,121.38	\$16,456,669.49	

Summary of Projects Issued

2/1/2024 to 2/29/2024

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	5	5	10	5	5	5	5	5	\$6,470.37	\$2,331,000.00
2 Residential - Addition - Single Family House	1	0	1	1	1	0	1	0	\$380.00	\$30,000.00
2 Residential - Alteration - 1 -2 Family House	11	1	9	11	9	5	8	0	\$2,444.91	\$393,920.00
4 Residential - Alteration - Garage or carport or Shed	2	0	1	2	0	0	0	0	\$125.00	\$2,700.00
7 Deck, Porch, Patio, Ramp (Residential)	8	4	8	8	0	0	0	0	\$850.00	\$51,550.00
9 Demolition - Interior (Residential)	1	0	0	1	0	0	0	0	\$50.00	\$5,000.00
9 Raze - Building or Structure (Residential)	3	0	0	3	0	0	1	1	\$340.00	\$29,400.00
11 Driveway Replacement and/or Expansion (Residential)	4	0	0	4	0	0	0	0	\$250.00	\$27,500.00
11 Fence (Residential)	11	0	0	11	0	0	0	0	\$570.00	\$103,672.84
11 Foundation Repair (Residential)	9	0	1	9	0	0	0	0	\$475.00	\$121,215.00
11 Garage/Carport/Shed (residential)	3	0	1	3	0	0	0	0	\$250.00	\$7,500.00
11 Z - Misc Project Not Listed (Residential)	1	0	1	1	1	0	0	0	\$125.00	\$12,000.00
30 Commercial - Alteration - Multi-Family of 3 or more units	1	0	0	1	0	0	0	0	\$70.00	\$7,000.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	7	1	8	7	7	5	4	1	\$8,119.78	\$9,157,147.00
34 Cell Tower - New (Commercial)	1	0	0	1	1	0	0	0	\$140.00	\$10,000.00
34 Demolition - Interior (Commercial)	2	0	0	2	0	0	0	0	\$140.00	\$195,000.00
34 Parking Lot - New & Reconstruction (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$80,000.00
34 Raze- Building or Structure (Commercial)	2	0	0	2	0	0	1	1	\$310.00	\$270,100.00
34 Roofing (Commercial)	5	0	0	5	0	0	0	0	\$1,050.32	\$2,774,025.00
34 Temporary Office/Trailer/Event (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$3,300.00
40 Electrical Service - Repair (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$2,000.00
40 Electrical Service - Change (Residential)	11	0	0	0	11	0	0	0	\$550.00	\$29,922.00
40 Electrical Service - Repair (Residential)	1	0	0	0	1	0	0	0	\$50.00	\$500.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	1	0	0	0	1	0	0	0	\$0.00	\$7,400.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	3	0	0	0	3	0	0	0	\$150.00	\$4,985.00
40 Eletrical Service - Temproary (Residential)	1	0	0	0	1	0	0	0	\$50.00	\$3,600.00
50 Heating and Air Conditioning Units (Commercial)	2	0	0	0	0	2	0	0	\$630.00	\$56,469.00
50 Heating and Air Conditioning Units (Residential)	19	0	0	0	0	19	0	0	\$950.00	\$217,550.00
50 Heating Unit Only (Commercial)	4	0	0	0	0	4	0	0	\$280.00	\$58,000.00
50 Heating Unit Only (Residential)	36	0	0	0	0	36	0	0	\$1,800.00	\$221,528.65
50 Repair/Alter Existing HVAC System (Residential)	1	0	0	0	1	1	0	0	\$100.00	\$12,714.00
60 Misc Plumbing (treament systems, grease traps, backflow valve)(Residential)	2	0	0	0	0	0	2	0	\$100.00	\$12,110.00
60 Repair/Alter Existing Plumbing System (Commercial)	1	0	0	0	0	0	1	0	\$70.00	\$2,000.00
60 Repair/Alter Existing Plumbing System (Residential)	13	0	0	0	0	0	13	0	\$680.00	\$106,611.00
60 Sanitary Sewers - Connection/Repair (Commercial)	1	0	0	0	0	0	1	0	\$30.00	\$2,000.00
60 Sanitary Sewers - Connection/Repair (Residential)	2	0	0	0	0	0	2	0	\$60.00	\$19,500.00

60 Storm Sewers - Connection/Repair (Residential)	1	0	0	0	0	0	1	0	\$30.00	\$2,000.00
60 Water Heater (Residential)	12	0	0	0	0	0	12	0	\$360.00	\$36,750.00
70 Signs - Permanent	2	2	0	2	0	0	0	0	\$861.00	\$49,000.00
Totals:	193	13	40	81	43	77	52	8	\$29,121.38	\$16,456,669.49

CITY OF GREEN BAY, WISCONSIN

RESOLUTION NO. ____

**RESOLUTION APPROVING ISSUANCE OF
HOUSING AUTHORITY
OF THE CITY OF GREEN BAY, WISCONSIN
HOUSING REVENUE BONDS, SERIES 2024
(THE GATEWAY COLLECTIVE, INC. PROJECT)**

WHEREAS, in a resolution adopted on March 14, 2024 by the Housing Authority of the City of Green Bay, Wisconsin (the “Authority”), the Authority expressed its intent, and authorized and directed its officers, to work toward the consummation of a financing agreement with The Gateway Collective, Inc., a Wisconsin nonstock, nonprofit corporation (the “Borrower”), pursuant to which the Authority would issue its housing revenue bonds pursuant to Sections 66.1201 to 66.1211 of the Wisconsin Statutes, as amended, in an aggregate principal amount not to exceed \$12,045,000 (the “Bonds”) to finance a project on behalf of the Borrower consisting of the (i) acquisition of a design-build housing facility located at 301 North Adams Street, Green Bay, Wisconsin (the “Facility”) comprised of 72 total units, of which only 50 units ranging from 1 to 3 bedroom apartment options will be financed with revenue bonds in order to provide housing for mixed-income residents at low income, moderate income, and workforce rates, (ii) acquisition and installation of certain furniture, fixtures, and equipment at the Facility, and (iii) payment of professional fees and costs (collectively, the “Housing Project”); and

WHEREAS, on March 14, 2024, the Authority held a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, at which interested persons were afforded a reasonable opportunity to express their views on the proposed issuance of the Bonds; and

WHEREAS, in a resolution adopted on March 14, 2024, after said public hearing, the Authority authorized the issuance of the Bonds in an aggregate principal amount not to exceed \$12,045,000 to finance the costs of the Housing Project on behalf of the Borrower; and

WHEREAS, the Bonds will not be a general obligation or indebtedness of the Authority within the meaning of any state constitutional provision or statutory limitation and will not constitute or give rise to a pecuniary liability of the Authority or a charge against the Authority’s or the City’s general credit or the City’s taxing powers, but shall be payable solely from the payments and other revenues derived from the Borrower as described in the Authority’s resolution.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Green Bay, Wisconsin, as follows:

Section 1. Section 147(f) Approval. This Resolution shall constitute the approval of the Bonds for purposes of the public approval requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

Adopted and approved this 19th day of March, 2024.

CITY OF GREEN BAY, WISCONSIN

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, City Clerk

CERTIFICATION BY CITY CLERK

I, Celestine Jeffreys, being first duly sworn, hereby certify that I am the duly qualified and acting City Clerk of the City of Green Bay, Wisconsin (the "City"), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. _____ entitled:

RESOLUTION APPROVING ISSUANCE OF
HOUSING AUTHORITY
OF THE CITY OF GREEN BAY, WISCONSIN
HOUSING REVENUE BONDS, SERIES 2024
(THE GATEWAY COLLECTIVE, INC. PROJECT)

I hereby further certify as follows:

1. Said Resolution was considered for adoption by the Common Council at a meeting held at City Hall, 100 North Jefferson Street, at _____ p.m. on March 19, 2024. Said meeting was a regular meeting of the Common Council and was held in open, public session.

2. Said Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the City Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the City of Green Bay.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll, I noted and recorded that the following members were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following members were absent:

_____	_____
_____	_____

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Resolution, which was introduced, and its adoption was moved by _____ and seconded by _____. Following discussion and

after all members who desired to do so had expressed their views for or against said Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____
_____	_____

NAY:

_____	_____
_____	_____

ABSTAIN:

_____	_____
_____	_____

Whereupon, the meeting chairperson declared said Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal, if any, of the City hereto on this 19th day of March, 2024.

CITY OF GREEN BAY, WISCONSIN

[SEAL]

By: _____
Celestine Jeffreys, City Clerk

**RESOLUTION OF RECOGNITION
MURPHY PARK NEIGHBORHOOD ASSOCIATION**

Green Bay, Wisconsin
March 19, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Mayor and Common Council of the City of Green Bay, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and

WHEREAS, the City of Green Bay values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and

WHEREAS, the Murphy Park Neighborhood Association has been organized by residents of the City of Green Bay with a mission statement as follows: “The Murphy Park Neighborhood Association’s mission is to encourage a special bond among neighbors, businesses and organizations in order to foster a sense of community in our neighborhood.”

WHEREAS, the Murphy Park Neighborhood Association will serve residents of the City of Green Bay in the neighborhood bounded by North Military, Shawano Avenue, Moraine Terrace and Taylor Street.

NOW, THEREFORE, BE IT RESOLVED that the City of Green Bay, whose Mayor and Common Council are herein assembled, officially recognizes the Murphy Park Neighborhood Association; and

BE IT FURTHER RESOLVED that the Mayor, Common Council and staff of the City of Green Bay hereby pledge their support and cooperation in addressing the needs of the citizens of this neighborhood in particular and the community in general.

Adopted _____

Approved _____

Mayor

Clerk

**FINAL RESOLUTION AUTHORIZING
ASPHALT PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
March 19, 2024**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing at 6:00 p.m. on the 13th day of March 2024, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

CASS STREET – S. Madison Street to S. Monroe Avenue

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Service Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash within thirty (30) days of the date of the billing will be placed on the current tax roll as a lien against the property and shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of five and three quarters percent (5.75%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

law

**FINAL RESOLUTION AUTHORIZING
ASPHALT PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
March 19, 2024**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing at 6:00 p.m. on the 13th day of March 2024, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

E. MASON STREET – Jaster Street to Bader Street

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Service Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash within thirty (30) days of the date of the billing will be placed on the current tax roll as a lien against the property and shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of five and three quarters percent (5.75%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

law

**FINAL RESOLUTION AUTHORIZING
ASPHALT PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
March 19, 2024**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing at 6:00 p.m. on the 13th day of March 2024, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

FINGER ROAD – Superior Road to Challenger Drive

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Service Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash within thirty (30) days of the date of the billing will be placed on the current tax roll as a lien against the property and shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of five and three quarters percent (5.75%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

law

**FINAL RESOLUTION AUTHORIZING
ASPHALT PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
March 19, 2024**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing at 6:00 p.m. on the 13th day of March 2024, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

FOURTH STREET – S. Maple Avenue to Broadway

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Service Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash within thirty (30) days of the date of the billing will be placed on the current tax roll as a lien against the property and shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of five and three quarters percent (5.75%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

law

**FINAL RESOLUTION AUTHORIZING
ASPHALT PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
March 19, 2024**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing at 6:00 p.m. on the 13th day of March 2024, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

S. MAPLE AVENUE – Ninth Street to North Termini

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Service Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash within thirty (30) days of the date of the billing will be placed on the current tax roll as a lien against the property and shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of five and three quarters percent (5.75%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

law

**FINAL RESOLUTION AUTHORIZING
ASPHALT PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
March 19, 2024**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing at 6:00 p.m. on the 13th day of March 2024, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

N. MAPLE AVENUE – Walnut Street to Kellogg Street

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Service Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash within thirty (30) days of the date of the billing will be placed on the current tax roll as a lien against the property and shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of five and three quarters percent (5.75%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

law

**FINAL RESOLUTION AUTHORIZING
ASPHALT PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
March 19, 2024**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing at 6:00 p.m. on the 13th day of March 2024, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

S. OAKLAND AVENUE – Howard Street to Seymour Court

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Service Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash within thirty (30) days of the date of the billing will be placed on the current tax roll as a lien against the property and shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of five and three quarters percent (5.75%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

law

**FINAL RESOLUTION AUTHORIZING
ASPHALT RESURFACING IMPROVEMENTS AND
LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY
March 19, 2024**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing at 6:00 p.m. on the 13th day of March 2024 for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portion of streets:

BASTEN STREET – Ruth Street to Clement Street
EASTMAN AVENUE– N. Irwin Avenue to N. Baird Street
N. BAIRD STREET – Eastman Avenue to Smith Street
REBER STREET – N. Jackson Street to N. Webster Avenue
GRAY COURT – Velp Avenue to Cul-De-Sac
LINCOLN STREET – Mary Street to Emmet Street
HUDSON STREET – Western Avenue to Shawano Avenue
ETHEL AVENUE – Bond Street to Velp Avenue
VERLIN ROAD – Lime Kiln Road to 1700' West of Lime Kiln Road

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement and Services Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvements in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of five and three quarters percent (5.75%) per annum.

6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.
7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2024

Approved: _____, 2024

Mayor

ATTEST:

City Clerk

law

**RESOLUTION AUTHORIZING AMENDMENTS
TO A LAND DIVISION VARIANCE TO
ALLOW FOR THE DEVELOPMENT OF A MIXED-USE
NEIGHBORHOOD AND EXTENSION OF HINKLE STREET
FROM W. MASON STREET TO HOBART DRIVE
(VR 23-05)**

March 19, 2024

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

That, pursuant to an amendment of the Variance Request 23-05 which was approved by Common Council on March 5, 2024 and the recommendation of the amended land division variance amendment which the Plan Commission on March 15, 2024 recommended approval, the City of Green Bay does authorize additional variances from various Sections of Chapter 36-Subdivision and Platting, Green Bay Municipal Code, as follows:

1. Curvature of centerline on a collector street is reduced from 200 feet to 100 feet along future Hinkle Street extension (Sec. 36-415).
2. Reduce the minimum required length of a reverse curve tangent from 100 feet to 88.61 feet along future Hinkle Street extension (Sec. 36-416).

Subdivision variances will be located on the following described property at 2405 W Mason St (parcel 6H-1109), 0 W Mason St (parcel 6H-1109-2), 0 Ninth St (parcel 6H-1089), 0 Ninth Street (parcel 6H-1091), and 0 W Mason Street (parcel 6H-1109-3):

2405 W. Mason Street, Parcel number 6H-1109: Lot 2, Certified Survey Map No. 9023, Document No. 2851838; said map being part of Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, West side of Fox River, Brown County, Wisconsin. Area contains 102,087 square feet / 2.344 acres more or less.

0 W. Mason Street, Parcel number 6H-1109-2: Outlot 1, Certified Survey Map No. 9023, Document No. 2851838; said map being part of Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, West side of Fox River, Brown County, Wisconsin. Area contains 104,429 square feet / 2.397 acres more or less.

0 Ninth Street, Parcel number 6H-1089: Part of Lots 7 and 8, Section 28, Township 24 North, Range 20 East, Except Streets and Part of Vacated Street described in Jacket 10917, Image 37 and Except 27539 Image 44, City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Commencing at the Southwest corner of Section 28, Township 24 North, Range 20 East; thence North 0°28'07" West, 1319.89 feet along the West line of said Section 28, to the point of beginning; thence North 1° 09'07" West, 692.59 feet along said West line; thence North 88° 42'50" East, 1169.26 feet along the North line of Lot 7; thence South 1° 16'50" East, 893.50 feet to the North line of Beaver Dam Creek Conservancy Area; thence South 41° 38'48" West, 205.37 feet along said Conservancy; thence 462.67 feet along the arc of a 1659.12 foot radius curve to the right whose long chord bears South 49° 44'04" West, 461.17 feet along said Conservancy; thence

North 34° 00'47" West, 179.59 feet; thence 289.27 feet along the arc of a 495.00 foot radius curve to the right whose long chord bears North 17° 14'27" West, 285.18 feet; thence North 0° 28'07" West, 214.66 feet; thence South 88° 52'53" West, 500.00 feet to the point of beginning. Area contains 722,094 square feet / 16.577 acres more or less.

0 Ninth Street, Parcel number 6H-1091: That part of Lots 9 and 10, Section 28 Township 24 North, Range 20 East, Lying Northerly of Beaver Dam Creek Conservancy Area, EXCEPT Volume 781 of Records Page 471 and EXCEPT Jacket 27639 Image 44, City of Green Bay, West of Fox River, Brown County, Wisconsin.

Commencing at the Southwest corner of Section 28, Township 24 North, Range 20 East; thence North 0°28'07" West, 1319.89 feet along the West line of said Section 28, to the point of beginning; thence North 1° 09'07" West, 692.59 feet along said West line; thence North 88° 42'50" East, 1169.26 feet along the North line of Lot 7; thence South 1° 16'50" East, 893.50 feet to the North line of Beaver Dam Creek Conservancy Area; thence South 41° 38'48" West, 205.37 feet along said Conservancy; thence 462.67 feet along the arc of a 1659.12 foot radius curve to the right whose long chord bears South 49° 44'04" West, 461.17 feet along said Conservancy; thence North 34° 00'47" West, 179.59 feet; thence 289.27 feet along the arc of a 495.00 foot radius curve to the right whose long chord bears North 17° 14'27" West, 285.18 feet; thence North 0° 28'07" West, 214.66 feet; thence South 88° 52'53" West, 500.00 feet to the point of beginning. area contains 307,315 square feet / 7.055 acres more or less.

0 W. Mason Street, Parcel number 6H-1109-3: Outlot 2, Certified Survey Map No. 9023, recorded in the Register of Deeds Office for Brown County, Wisconsin, as Document No. 2851838; said map being part of Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

dm

Attachments (Plat)



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 19, 2024

PREPARED BY

AGENDA ITEM # X.I

General Ordinance No. 8-24

An ordinance amending GBMC 2-324(h), Green Bay Municipal Code, relating to solicitation of funds.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 08-24 Relating to Solicitation of Funds

GENERAL ORDINANCE NO. 08-24

AN ORDINANCE
AMENDING SECTION 2-324(H),
GREEN BAY MUNICIPAL CODE,
RELATING TO SOLICITATION OF FUNDS

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

SECTION 1. Section 2-324(h), Green Bay Municipal Code, is hereby amended to read:

(h) *Solicitation of funds.*

(1) **Unless exempt under,** no covered person shall solicit private donations or funds for any City-related purpose unless authorized to do so in their official capacity by ordinance, resolution, or rule of the City. Any covered person who receives funds for any City-related purpose shall file a report of the receipt and expenditure of such funds with the City Clerk within 30 days thereof. Nothing contained herein shall limit the statutory powers and authority of any public official, nor shall the provisions of this subsection prohibit the private solicitation of funds by any person or public official for any charitable, campaign, or other private purpose.

(2) **City employees may solicit private donations if all the following apply:**

- a. **The funds are to be used for a City project, event, or conference to be held within the City.**
- b. **The Department Director has approved the City employee to solicit.**

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

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this ____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

law

03/19/2024

PLANNING ORDINANCE NO. 01-24

**AN ORDINANCE
APPROVING A FOUR-LOT CERTIFIED SURVEY MAP
AT 0 LIME KILN ROAD
(CSM 24-07)**

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

SECTION 1. Pursuant to Section 34-2, GBMC, and the recommendation of the Plan Commission on March 15, 2024, a Certified Survey Map is hereby approved for the following described property located at 0 Lime Kiln Road as depicted in the map attached hereto as Exhibit A and made a part of this ordinance as though fully set forth herein.

All of Lot 1 of Volume 53 of Certified Survey Maps Page 221, Map No. 7758, Recorded as Document No. 2350722, Being Part of Private Claims 9 and 10, East Side Fox River, City of Green Bay, Brown County, Wisconsin. (Parcel No. 23-243-1)

Said approval is subject to the following conditions:

1. The Certified Survey Map must comply with all land division review comments prior to being recorded.
2. Compliance with all regulations of the Green Bay Municipal Code.

SECTION 2. Approval of said Certified Survey Map is deemed an amendment to the Official Map of the City of Green Bay in accordance with Wis. Stats. § 62.23(6)(d), as it includes the location of new planned streets. Pursuant to Section 34-2, GBMC, and the recommendation of the Plan Commission on March 15, 2024, and following the public hearing held on said amendment on April 16, 2024, the Official Map of the City of Green Bay is hereby amended as depicted in the map attached as Exhibit A.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall not take effect until after a public hearing is held on April 16, 2024, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

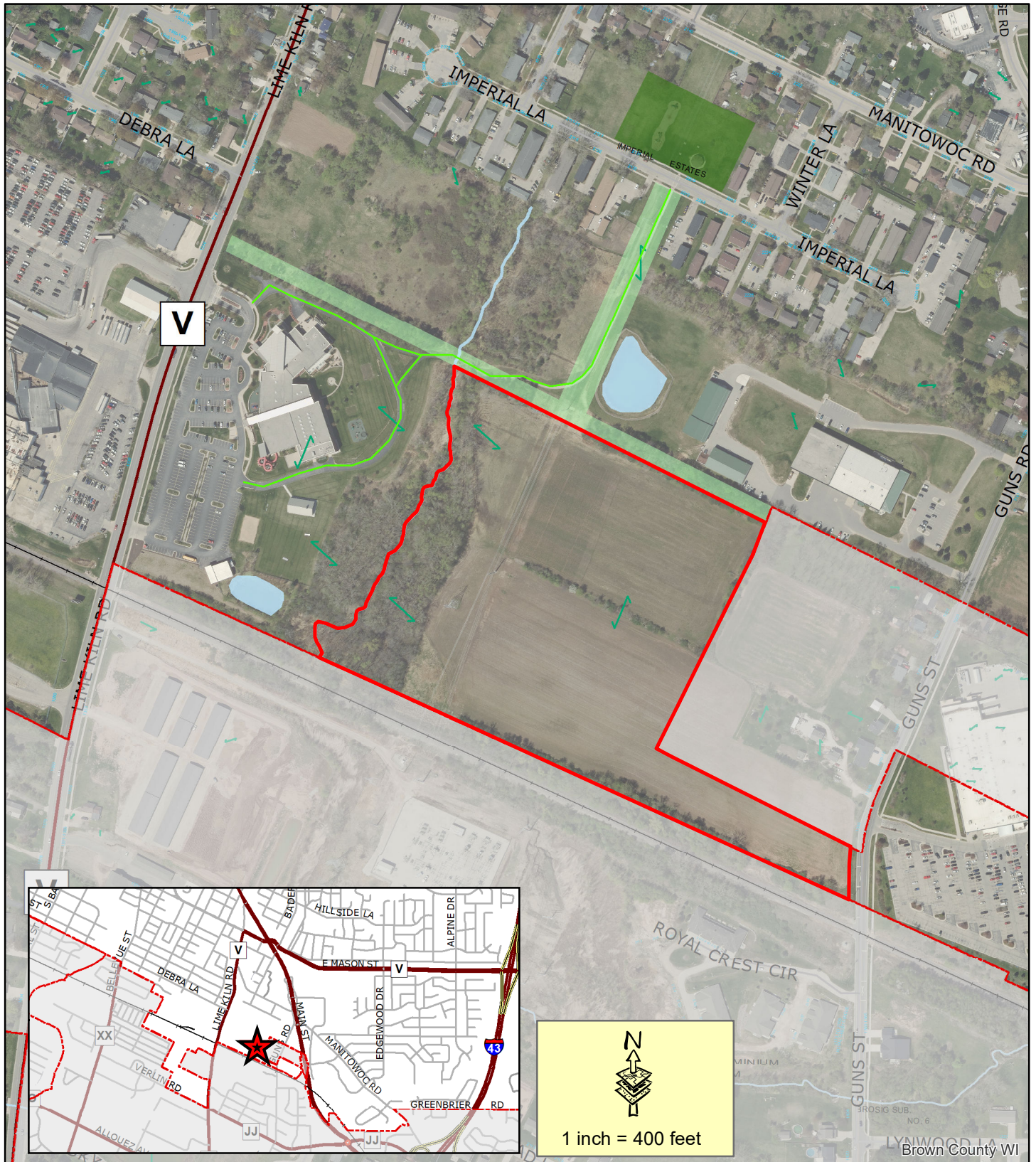
Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

dam

Attachments – Certified Survey Map



Subject Area

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

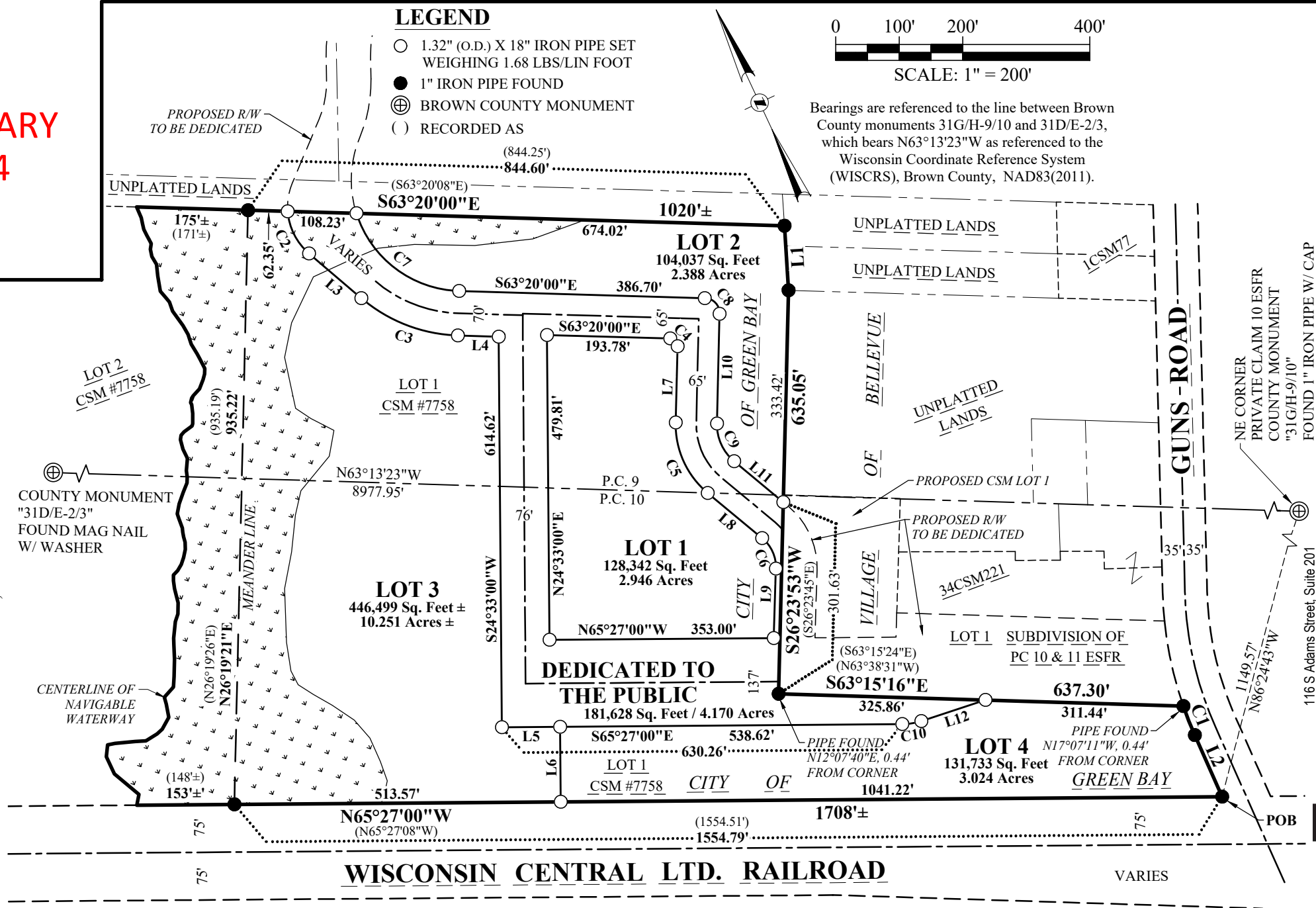
**Land Division Petition
(CSM 24-07)
0 Lime Kiln Road
Parcel 23-243-1**



PRELIMINARY
2-27-24

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF VOLUME 53 OF CERTIFIED SURVEY MAPS PAGE 221, MAP NO. 7758, RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10, EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



NOTE: WETLAND DELINEATION COMPLETED BY GRAEF, DATED 9/18/23

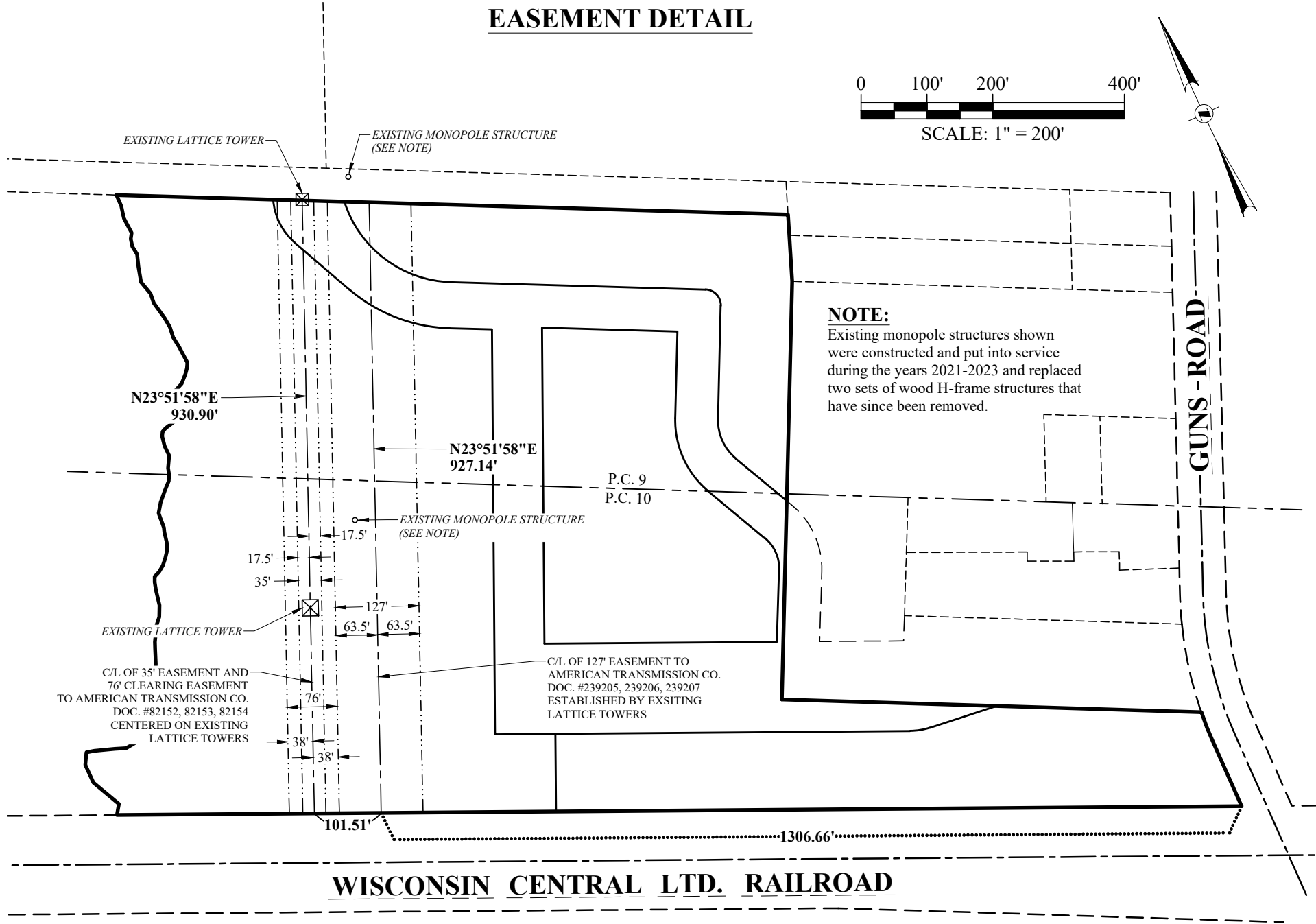
NOTE: SEE SHEET 4 FOR LINE AND CURVE DATA

GRAEF

PRELIMINARY
2-27-24

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF VOLUME 53 OF CERTIFIED SURVEY MAPS PAGE 221, MAP NO. 7758,
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GRAEF

Project No: 2022-0399
Drawn By: TMC
Sheet No: 2 of 6

CERTIFIED SURVEY MAP

EASEMENT DETAIL

0 100' 200' 400'

SCALE: 1" = 200'

12' UTILITY EASEMENT

12' UTILITY EASEMENT PER CSM #7758

12' UTILITY EASEMENT

50' PIPE LINE EASEMENT TO WEST SHORE PIPE LINE CO. DOC. #575395, 575396, 575397 CENTERED ON SURVEYED PIPELINE LOCATION

50'

P.C. 9
P.C. 10

N24°13'58"E
759.57'

C/L PIPE LINE EASEMENT TO WISCONSIN PUBLIC SERVICE CORP. (WIDTH UNKNOWN) DOC. #699632, 699634

N68°51'58"E
180.00'

N23°51'58"E
39.00'

12' UTILITY EASEMENT

12' UTILITY EASEMENT PER CSM #7758

40' SANITARY SEWER EASEMENT PER CSM #7758

GUN'S ROAD

WISCONSIN CENTRAL LTD. RAILROAD

1446.17'

GRAEF

Project No: 2022-0399
 Drawn By: TMC
 Sheet No: 3 of 6

CERTIFIED SURVEY MAP

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RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10,
EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°26'20"W	101.61'
L2	S01°02'03"W	105.94'
L3	S24°26'52"E	108.30'
L4	S63°20'00"E	64.33'
L5	S65°27'00"E	91.64'
L6	N24°33'00"E	118.00'
L7	S26°21'53"W	119.86'
L8	S25°16'37"E	111.14'
L9	S26°44'53"W	109.31'
L10	S26°21'53"W	172.58'
L11	S25°16'37"E	100.55'
L12	S83°06'23"E	106.24'

CURVE TABLE

CURVE #	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH	DELTA	TAN. IN	TAN. OUT
C1	588.04'	49.16'	S03°25'44"W	49.14'	4°47'22"	S05°49'25"W	S01°02'03"W
C2	96.50'	76.18'	S01°50'01"E	74.21'	45°13'43"	S20°46'51"W	S24°26'52"E
C3	245.00'	166.28'	S43°53'26"E	163.10'	38°53'07"	S24°26'52"E	S63°20'00"E
C4	12.00'	18.79'	S18°29'03"E	16.93'	89°41'53"	S63°20'00"E	S26°21'53"W
C5	140.00'	126.18'	S00°32'38"W	121.96'	51°38'30"	S26°21'53"W	S25°16'37"E
C6	60.00'	54.48'	S00°44'08"W	52.63'	52°01'30"	S25°16'37"E	S26°44'53"W
C7	175.00'	216.30'	S27°55'27"E	202.79'	70°49'04"	S07°29'05"W	S63°20'00"E
C8	24.00'	37.57'	S18°29'03"E	33.85'	89°41'53"	S63°20'00"E	S26°21'53"W
C9	75.00'	67.60'	S00°32'38"W	65.33'	51°38'30"	S26°21'53"W	S25°16'37"E
C10	99.50'	30.66'	S74°16'41"E	30.54'	17°39'23"	S65°27'00"E	S83°06'23"E

PRELIMINARY
2-27-24

CERTIFIED SURVEY MAP

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RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10,
EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Troy M. Collins, Professional Land Surveyor, do hereby certify that I have surveyed, divided, mapped, and dedicated all of Lot 1 of Volume 53 Certified Survey Maps, Page 221, Map No. 7758, recorded as Document No. 2350722, and part of Lot 1 of the Subdivision of Private Claims 10 and 11, East Side Fox River, located in the City of Green Bay and the Village Bellevue, Brown County, Wisconsin, fully described as follows:

Commencing at Brown County Certified Land Corner 31G/H-9/10, being the Northeast corner of Private Claim 10, East Side Fox River; Thence N86°24'43"W, 1149.57 feet to a point on the Westerly right-of-way line of Guns Road, being the Southernmost corner of Lot 1 of Certified Survey Map No. 7758 and the Point of Beginning; Thence N65°27'00"W, 1554.79 feet along the Southerly line of said Lot 1 to a meander line; Thence N26°19'21"E, 935.22 feet along said meander line to the Northerly line of said Lot 1; Thence S63°20'00"E, 844.60 feet along said Northerly line to the Northeasterly corner of said Lot 1; Thence S21°26'20"W, 101.61 feet along the Easterly line of said Lot 1; Thence S26°23'53"W, 635.05 feet along said Easterly line; Thence S63°15'16"E, 637.30 feet along said Easterly line to said Westerly right-of-way line; Thence 49.16 feet Southerly along said Westerly right-of-way line, being the arc of a 588.04 foot radius curve to the left whose long chord bears S03°25'44"W, 49.14 feet; Thence S01°02'03"W, 105.94 feet along said Westerly right-of-way line to the point of beginning.

Parcel contains 992,239 Sq. Feet (22.779 Acres), more or less, and is intended to include all lands lying between the meander line and the centerline of a navigable waterway, being the Westerly line of said Lot 1, and is subject to all easements and restrictions of record.

That such plat is a correct representation of all exterior boundaries of the lands surveyed and the division thereof made; That I have made such survey, land division, and plat by the direction of the Redevelopment Authority of the City of Green Bay; That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin State Statutes, and the land division ordinances of the City of Green Bay in surveying, dividing, and mapping the same.

Troy M. Collins
Professional Land Survey S-2995

Dated

SURVEYOR'S NOTES:

This Certified Survey Map is contained wholly within the following:

Tax Parcel No:	Owner:	Recorded Document:
23-243-1	Redevelopment Authority of the City of Green Bay	2979230

Title search completed on Parcel 23-243-1 by Lighthouse Title, Inc., File No. WGB23-10314358.

RESTRICTIVE COVENANTS:

- Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
- The land on all side and rear lot lines shall be graded by the subdivider and maintained by the property owner to provide for adequate drainage of surface water.



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Project No: 2022-0399
Drawn By: TMC
Sheet No: 5 of 6

PRELIMINARY
2-27-24

CERTIFIED SURVEY MAP

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EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owner, I hereby certify that I have caused the lands described on this Certified Survey Map to be surveyed, divided, dedicated and mapped as represented hereon. I also certify that this Certified Survey Map is required to be submitted to the following for approval or objection: City of Green Bay and Brown County.

Gary J. Delveaux
Chair, Redevelopment Authority of the City of Green Bay

Dated

State of Wisconsin)
County of Brown) ss

Personally, came before me this day of , 2024, the above named Gary J. Delveaux, to me known to be the person who executed the foregoing instrument and hereby acknowledge the same.

, Notary Public, , County, Wisconsin.

My commission expires .

CITY OF GREEN BAY CLERK CERTIFICATE OF APPROVAL:

As duly appointed clerk for the City of Green Bay, I hereby certify that the records in our office show no unredeemed taxes and no unpaid special assessments affecting any of the lands included on this Certified Survey Map as of the date listed below:

Celestine Jeffreys
City Clerk

Dated

CITY OF GREEN BAY PLAN COMMISSION CERTIFICATE OF APPROVAL:

This Certified Survey Map here in the City of Green Bay is hereby approved by the City of Green Bay Plan Commission. I hereby certify that the foregoing instrument is in conformity with the action of the city of green bay plan commission.

Cheryl Renier-Wigg
Community and Economic Development Director

Dated

