



AGENDA OF THE COMMON COUNCIL

TUESDAY, SEPTEMBER 17, 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. Minutes from August 27, 2024.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

- I. **Appointments:**

Green Bay Housing Authority

Randy Scannell, 854 Dousman, Green Bay, WI 54303
Term to expire: March 1, 2027 (filling the remainder of a term)

Reappointments:

Green Bay Public Arts Commission
Beth Kowalski, 4018 S. Parker Way, DePere, WI 54115
Term to expire: September 1, 2027

Alex Zacarias, 2313 Sunrise Court, Green Bay, WI 54302
Term to expire: September 1, 2027

Katie Ries, 1345 Grignon Street, Green Bay, WI 54301
Term to expire: September 1, 2027

J. Public Hearings.

1. Resolution regarding Vacation of Public Right-Of-Way at the southwest corner of Northland Avenue and North Adams Street (SV 24-02).
2. Resolution regarding Vacation of Public Right-Of-Way at Tilkens and Tommark Streets (SV 24-01).

K. Ordinances - Second Reading for Adoption.

1. General Ordinance 13-24
An ordinance amending Chapter 26-6, Green Bay Municipal Code, relating to firearms.

L. Report of the Redevelopment Authority (September 3, 2024).

1. To adopt a Resolution Establishing the Boundaries of and Approving the Project Plan for Tax Incremental District Twenty-Nine (TID #29).
2. To approve Development Agreement 24-05 with On Broadway, Inc for the redevelopment of 211 N. Broadway (Tax Parcel 4-71).

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 Council 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.

M. Report of the Improvement & Services Committee (September 11, 2024).

1. To approve the request by Streu's Pharmacy to enter into a rental agreement for 24 parking stalls in Lot MM located on the southeast corner of Monroe Avenue and Main Street.
2. To approve the request by Brown County to renew the annual cooperative recycling agreement with Brown County for 2025.

3. To approve the recommended text edits to City Ordinance Chapters 40-54 and 40-55, related to parking citation issuance and Parking Division's reporting body.
4. To approve the request by Department of Public Works to purchase two robotic total station survey kits from Seiler Geospatial in the amount of \$82,560.90. The purchase includes a full day of training.
5. To approve the request by Department of Public Works to enter into a State/Municipal Finance Agreement with Wisconsin Department of Transportation to replace 58 traffic signal controllers on connecting highways throughout the City.
6. To receive and place on file the non-award of contract TRAFFIC I-24 RECTANGULAR RAPID-FLASHING BEACON (RRFB) BASE INSTALLATION.
7. To approve the request by CAR GREEN BAY LLC (Carnivore) for an easement to place a berm in the City of Green Bay right-of-way of vacated Finger Road/Vital Place east of their existing driveway.
8. To receive and place on file the actions taken by the Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

a. Precision Flatwork

N. Report of the Protection & Policy Committee (September 9, 2024).

1. To hold a 2024-25 massage establishment license at 1136 W Mason until the next meeting with an interpreter on behalf of the City is present.
2. To approve an application for a Class "B" Beer & "Class C" Wine license for Los Tejados Mexican Restaurant, LLC at 2235 Main St. Suite A with a license premises description as UNDER THE COUNTER, PREP AREA, UNDER cabinets, FRIDGE," with the approval of the proper authorities.
3. To approve an application for a "Class B" Liquor and Class "B" Beer license for The Daily Buzz @ The Bellin LLC at 130 E. Walnut St. with a license premises description "1st, 2nd 9th floors of bellin building and enclosed outdoor area south of building," (Currently licensed as The Daily Buzz, LLC).
4. To deny an application for an available "Class B" Liquor and Class "B" Beer license for the Rivercrest, LLC at 201 Main St. with a license premises description as "CATERING KITCHEN/BAR SERVICE/DINING TABLES/DANCEFLOOR/PUB TABLE/BRIDAL SUITES/BAR/BACKRM," due the opening date outside the 60-day ordinance.
5. To approve an extension request for the issuance of the Class "B" Beer and "Class C" Wine license at 1593 W. Mason St. to October 31, 2024 due to delays in an installation of a kitchen hood (license granted at the May 21, 2024 Common Council Meeting).
6. Informational Only: Liquor Violation Report.
7. Informational Only: The Clerk's Licensing Report.

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

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

P. Report of the Plan Commission.

1. To approve the request to rezone the properties located at 1512 N Baird Street, 1522 N Baird Street, 1520 Weise Street, 1524 Weise Street, and 1538 Weise Street from GI General Industrial district to R-1, Low Density Residential district. (ZP 24-27 Public Hearing held September 9, 2024).
2. To approve the request to amend the Smart Growth 2022 Comprehensive Plan for 3315 and 3319 Finger Road from Parks future land use to medium-high density residential future land use. (CPA 24-04 Public Hearing held September 9, 2024).
3. To approve the request for a rezone at 3315 and 3319 Finger Road from General Commercial (C1) to Varied Density Residential (R3) submitted by Ted Zieman of Zieman Commercial Properties, LLC; applicant and property owner. (ZP 24-28 Public Hearing held September 9, 2024).
4. To approve the request for a Conditional Use Permit to construct a two-family residential building in an Office Residential (OR) district at 418 Fourth Street (Parcel 2-176), 400 block of Fourth Street (Parcel 2-177), 821 S Chestnut Avenue (Parcel 2-178), and 815 S Chestnut Avenue (Parcel 2-178-A). (ZP 24-29 Public Hearing held September 9, 2024).

Q. Report of the Finance Committee (September 10, 2024).

1. To approve the acceptance of the FEMA 2023 Fire Prevention & Safety (FP&S) grant in the amount of \$29,880.95.
2. To approve the purchase from Taylor'd Systems LLC, a Taylord Prop 2024 training vessel, for a total cost of \$54,237.50 grant funded.
3. To approve the purchase from WHP Trainingtowers, a Sourcewell Modified Hazmat Instructor series system, for a total cost of \$174,102 grant funded.
4. To approve the purchase from Conway Shield Paratech airlifting bags and accessories for a total cost of \$57,930 funds from previous borrowing.
5. To approve a 120-day planning period for Smet Construction Services for 15 acres of land located on Erie Road, Parcel 21-199 acknowledging that if the developer has made progress, but it is not complete, they can come back for an extension.
6. To approve as amended a 120-day planning period for Gerarden Fabrication and Design for 5 acres of land located on Erie Road, Parcel 21-199, acknowledging that if the developer has made progress, but it is not complete, they can come back for an extension.
7. To approve a resolution for a state trust fund loan application from the Board of Commissioners of Public Land \$2,000,000 for financing Southwest Woods Development infrastructure.

8. To approve the resolution for a state trust fund loan application from the Board of Commissioners of Public Land \$5,500,000 for financing the JBS diverse neighborhood infrastructure, park, and boulevard.
9. To approve the resolution for a state trust fund loan application from the Board of Commissioners of Public Land \$1,000,000 for financing a pass-through loan to Developer of Public Market.
10. To approve up to \$78,000 of ARPA interest funding for the purchase of electronic locks for 12 park shelters.
11. To approve and direct staff to reach out to the Green Bay Public School District to discuss two options:
 1. Green Bay Public Schools will pay the City of Green Bay \$100,000 to buyout the lease;
 2. The City of Green Bay to engage in an agreement with Green Bay Public School District that will reimburse the City of Green Bay for lost revenue to the end of the agreement.

R. Report of the Park Committee (September 11, 2024).

1. To approve a Design, Construction & Dedication Agreement with the Friends of Bay Beach Amusement Park for the construction of the West End Train expansion project.
2. To approve General Ordinance No. 23-24, an ordinance creating Section 28-8 of the Green Bay Municipal Code, relating to selling fermented malt beverages in public parks.

S. Report of the Personnel Committee (September 10, 2024).

1. To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers:
 - a. Building Maintenance Technician (BMT)
 - b. Arborist I/II

T. Report of the Traffic, Bicycle, and Pedestrian Commission (August 19, 2024).

1. To receive and place on file the report by the Police Department on the monthly Traffic Enforcement Unit Traffic Safety Plan.
2. To remove the NO PARKING 7:00 AM - 4:00 PM SCHOOL DAYS restriction on Bond Street, south side, from a point 150 feet east of Westplain Drive to a point 100 feet west of Westplain Drive.
3. To remove the NO PARKING 7:00 AM TO 4:00 PM SCHOOL DAYS restriction on Bond Street, north side, from a point 207 feet east of Westplain Drive to a point 93 feet west of Westplain Drive.
4. To remove the NO PARKING 7:00 AM - 4:00 PM SCHOOL DAYS restriction on Oakland Avenue, west side, from Third Street to a point 317 feet south of Third Street.
5. To remove the NO PARKING 7:00 AM - 4:00 PM SCHOOL DAYS restriction on Third Street, south side, from Oakland Avenue to Greenwood Avenue.
6. To hold the request by Ald. Stevens to amend the existing policy to include traffic calming measures with all new and reconstructed streets.

7. To hold the request by Ald. Stevens to amend the existing policy to allow traffic calming measures on collector streets within the City.

U. Report of the Equal Rights Commission

1. To appoint Commissioner Vinson and Chair Yang to determine how to recognize the United States' Indigenous Peoples' Day (Oct. 14, 2024) at the next Equal Rights Commission meeting on October 10th, 2024.
2. To appoint Commissioner Guzman to lead, and Chair Yang to co-lead the Equal Rights Commission Visibility Initiative.
3. To hold the housing discussion in Green Bay until the next Equal Rights Commission meeting.

V. Informational.

1. Building Report for August 2024
2. Municipal Court Financial Report For August

W. Resolutions.

1. Resolution creating tax incremental district No. 29, approving its project plan and establishing its boundaries.
2. Resolution Authorizing Conditional Use Permit at 418 4th Street, 400 block of 4th Street, 821 S. Chestnut Avenue, and 815 S. Chestnut Avenue (ZP 24-29).
3. Resolution Regarding Vacation of Public Right-Of-Way at Tilkens and Tommark Streets (SV 24-01).
4. Resolution Regarding Vacation of Public Right-Of-Way at the southwest corner of Northland Avenue and North Adams Street (SV 24-02).
5. Resolution authorizing a state trust fund loan application from the Board of Commissioners of Public Land \$2,000,000 for financing Southwest Woods Development infrastructure.
6. Resolution authorizing a state trust fund loan application from the Board of Commissioners of Public Land for \$5,500,000 to finance the JBS diverse neighborhood infrastructure, park, and boulevard.
7. Resolution authorizing a state trust fund loan application from the Board of Commissioners of Public Land \$1,000,000 for financing a pass-through loan to Developer of Public Market.

X. Ordinances - First Reading.

1. Zoning Ordinance No. 18-24
An ordinance rezoning properties located at 3315 and 3319 Finger Road from General Commercial (C1) to Neighborhood Commercial (NC) (ZP 24-28).

2. **Miscellaneous Ordinance No. 05-24**
An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay related to property located at the 3315 and 3319 Finger Road from Parks to Medium Intensity Retail, Office and Housing (CPA 24-04).
3. **Miscellaneous Ordinance No. 04-24**
An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Gree Bay related to property located at the 1100 Block of Hobart Drive (Parcel 6H-1110-19) and 1116 Hobart Drive (Parcel 6H-1110-1) from Commercial and Light Industrial to Medium/High Density Residential (CPA 24-03).
4. **Zoning Ordinance No. 17-24**
An ordinance rezoning property located at 2532 University Avenue from General Commercial to Varied Density Residential (ZP 24-26).
5. **Zoning Ordinance No. 19-24**
An ordinance rezoning properties located at 1512 and 1522 N Baird Street and 1520, 1524, and 1538 Weise Street from General Industrial (GI) to Low-Density Residential (RI) (ZP 24-27).
6. **General Ordinance No. 23-24**, an ordinance creating Section 28-8 of the Green Bay Municipal Code, relating to selling fermented malt beverages in public parks.
7. **General Ordinance No. 25-24**
An ordinance amending Section 40-34, Green Bay Municipal Code, relating to parking regulations.

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
Common Council
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # J.1

Resolution regarding Vacation of Public Right-Of-Way at the southwest corner of Northland Avenue and North Adams Street (SV 24-02).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. SV 24-02 Resolution with attachments

**RESOLUTION REGARDING VACATION
OF PUBLIC RIGHT-OF-WAY AT THE
SOUTHWEST CORNER OF NORTHLAND
AVENUE AND NORTH ADAMS STREET
(SV 24-02)**

September 17, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of an approximate 36.41' x 52.97' / 1,929 square foot area of right-of-way at the southwest corner of Northland Avenue and North Adams Street as depicted on the attached map; and legally described as follows:

Part of Northland Avenue and Adams Street, both Public Right of Ways, being located in part of Private Claim 2, East side of the Fox River, City of Green Bay, Brown County, Wisconsin containing 1929 Square Feet (0.0443 Acres) of land described as follows:

Commencing at the Northwest corner of Baylake City Center Condominium Second Addendum, Document No. 3060108, being the intersection of the east right of way line of Washington Street and the south right of way line of Northland Avenue; thence S63°34'50"E along the north line of said Condominium and the south right of way line of Northland Avenue, 279.12 feet to the Point Of Beginning of the parcel being described; thence S26°25'10"W, along a right of way line, 36.41 feet; thence S63°34'50"E, along a right of way line, 52.97 feet to the west right of way line of Adams Street; thence N26°25'10"E, 36.41 feet; thence N63°34'50"W, 52.97 feet to the Point of Beginning of the parcel being described. Described parcel is subject to easement and restriction of record.

WHEREAS, the public interest may require that the aforesaid street be abandoned, vacated, and discontinued; and

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such abandonment, vacation, and discontinuance.

NOW, THEREFORE, BE IT RESOLVED that it is in the public interest that an approximate 36.41' x 52.97' / 1,929 square foot area of right-of-way at the southwest corner of Northland Avenue and North Adams Street be abandoned, vacated, and discontinued by the City of Green Bay subject to the above-referenced conditions, and that a hearing be held on the abandonment, vacation, and discontinuance of the same on August 27, 2024 at 6:00 p.m. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

BE IT FURTHER RESOLVED that a notice of such hearing be served on the owners of the frontage of the lots and lands abutting on the portion of the street sought to be abandoned, vacated, and discontinued at least 30 days before such hearing, and that notice of such hearing be published in the official newspaper of the City of Green Bay once a week for three successive weeks before the date of hearing.

BE IT FURTHER RESOLVED that the City Attorney, upon adoption of this resolution, cause a lis pendens to be prepared and filed with the Register of Deeds for Brown County, Wisconsin, pursuant to §840.11, Wis. Stats.

BE IT FURTHER RESOLVED that the City Clerk shall cause a certified copy of this Resolution to be filed with the Register of Deeds for Brown County, Wisconsin.

Adopted _____

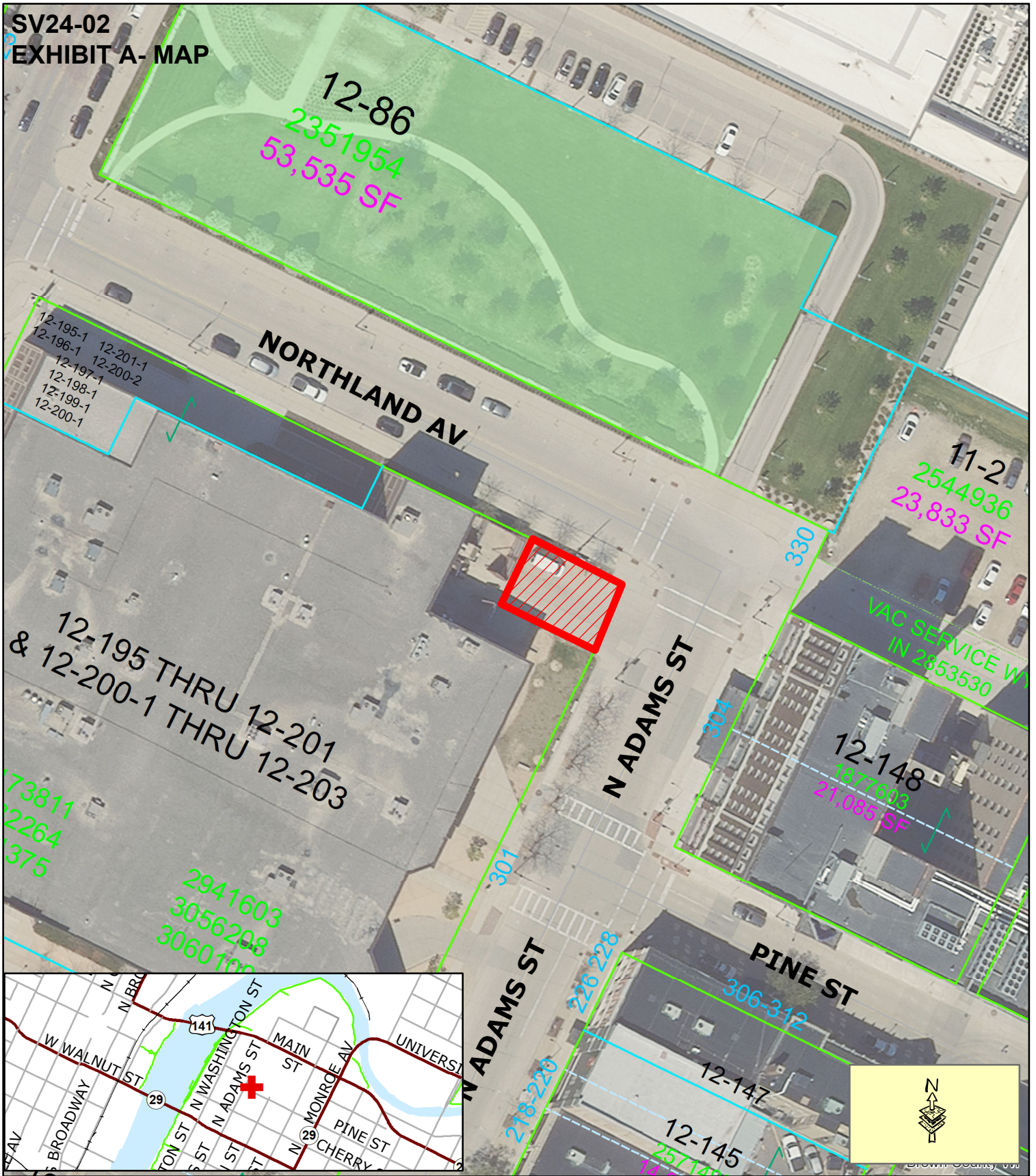
Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

Attachments – Map
 Legal Description

SV24-02
EXHIBIT A- MAP



 Proposed Street Vacation

Zoning Petition (SV 24-02)
Proposed Street Vacation

Southwest Corner of North
Adams St & Northland Ave

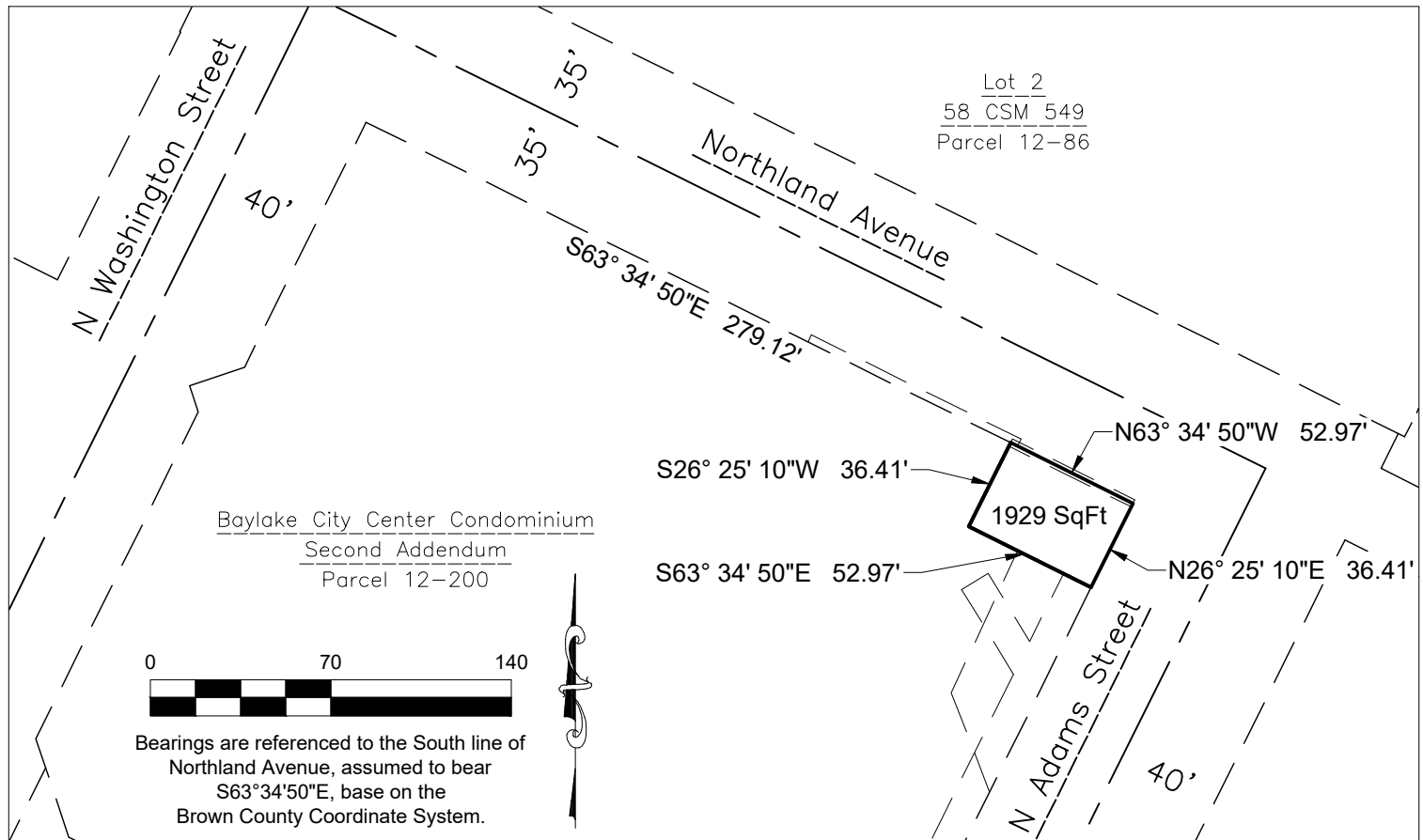
This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
Map prepared by DB



Parcel Description

Part of Northland Avenue and Adams Street, both Public Right of Ways, being located in part of Private Claim 2, East side of the Fox River, City of Green Bay, Brown County, Wisconsin containing 1929 Square Feet (0.0443 Acres) of land described as follows:

Commencing at the Northwest corner of Baylake City Center Condominium Second Addendum, Document No. 3060108, being the intersection of the east right of way line of Washington Street and the south right of way line of Northland Avenue; thence $S63^{\circ}34'50''E$ along the north line of said Condominium and the south right of way line of Northland Avenue, 279.12 feet to the Point Of Beginning of the parcel being described; thence $S26^{\circ}25'10''W$, along a right of way line, 36.41 feet; thence $S63^{\circ}34'50''E$, along a right of way line, 52.97 feet to the west right of way line of Adams Street; thence $N26^{\circ}25'10''E$, 36.41 feet; thence $N63^{\circ}34'50''W$, 52.97 feet to the Point of Beginning of the parcel being described. Described parcel is subject to easement and restriction of record.



**DAVEL ENGINEERING &
ENVIRONMENTAL, INC.**

Civil Engineers and Land Surveyors

1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1866 Fax: 920-441-0804
www.davel.pro

File: 8405exhibit.dwg
Date: 07/18/2024
Drafted By: scott
Sheet: Parcel Desc.



Report to the
Common Council
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # J.2

Resolution regarding Vacation of Public Right-Of-Way at Tilkens and Tommark Streets (SV 24-01).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. SV 24-01 Resolution - Vacating of 5' strip on Tilkens w attachments

**RESOLUTION REGARDING VACATION
OF PUBLIC RIGHT-OF-WAY
AT TILKENS AND TOMMARK STREETS (SV 24-01)**

September 17, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of an approximate 5' x 58.68' strip of unimproved right-of-way located at the intersection of Tilkens and Tommark Streets, between 703 S. Ridge Road (Parcel 2-57) and 1272 Tilkens Street (Parcel 2-1417), and south of 1277 W. Mason Street (Parcel 2-56) as depicted on the attached map; and

WHEREAS, the public interest may require that the aforesaid street be abandoned, vacated, and discontinued; and

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such abandonment, vacation, and discontinuance with the entire vacated area deeded to 1272 Tilkens Street (Parcel 2-1417) having been part of Lot 26 of C.L.A Tank Subdivision of Private Claims 2-9 with the following condition:

1. Utilities located within the vacated right-of-way shall be protected with an easement(s).

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that an approximate 5' x 58.68' strip of unimproved right-of-way located at the intersection of Tilkens and Tommark Streets, between 703 S. Ridge Road (Parcel 2-57) and 1272 Tilkens Street (Parcel 2-1417), and south of 1277 W. Mason Street (Parcel 2-56) be abandoned, vacated, and discontinued by the City of Green Bay subject to the above-referenced conditions, and that a hearing be held on the abandonment, vacation, and discontinuance of the same on September 17, 2024 at 6:00 p.m. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

BE IT FURTHER RESOLVED that a notice of such hearing be served on the owners of the frontage of the lots and lands abutting on the portion of the street sought to be abandoned, vacated, and discontinued at least 30 days before such hearing, and that notice of such hearing be published in the official newspaper of the City of Green Bay once a week for three successive weeks before the date of hearing.

BE IT FURTHER RESOLVED that the City Attorney, upon adoption of this resolution, cause a lis pendens to be prepared and filed with the Register of Deeds for Brown County, Wisconsin, pursuant to §840.11, Wis. Stats.

BE IT FURTHER RESOLVED that the City Clerk shall cause a certified copy of this Resolution to be filed with the Register of Deeds for Brown County, Wisconsin.

Adopted _____

Approved _____

Eric Genrich, Mayor

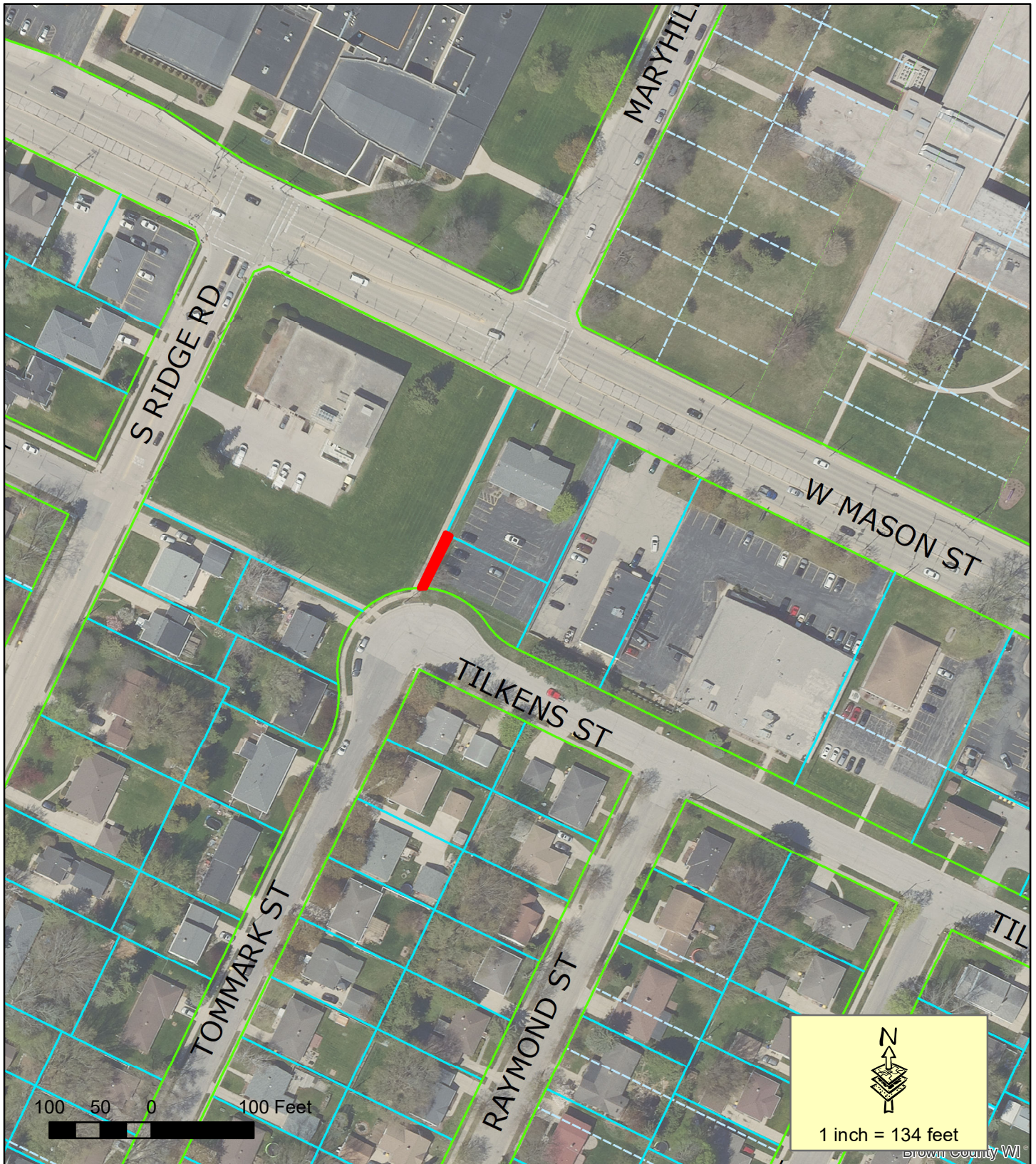
Celestine Jeffreys, Clerk

Attachments (legal description and exhibit)

DESCRIPTION OF RIGHT-OF-WAY AT TILKENS AND TOMMARK STREETS TO BE
VACATED

LEGAL DESCRIPTION TO BE ADDED

The subject right-of-way is an approximate 5' x 58.68' strip of unimproved right-of-way located at the intersection of Tilkens and Tommark Streets, between 703 S. Ridge Road (Parcel 2-57) and 1272 Tilkens Street (Parcel 2-1417), and south of 1277 W. Mason Street (Parcel 2-56) and is part of the Franklin Subdivision Plat.



Proposed Street Vacation

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.

Street Vacation **(SV 24-01)** **West of 1272 Tilkens** **Street**





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

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # K.I

General Ordinance 13-24

An ordinance amending Chapter 26-6, Green Bay Municipal Code, relating to firearms.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. UPDATED 2024-0819 Draft G.O. 13-24 Relating to Firearm Discharge Ordinance (redline) (1)

GENERAL ORDINANCE NO. 13-24

AN ORDINANCE
AMENDING CHAPTER 26-6,
GREEN BAY MUNICIPAL CODE,
RELATING TO FIREARMS

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

SECTION 1. Chapter 26-6(a), Green Bay Municipal Code, is hereby amended to read:

Sec. 26-6. Weapons.

(a) *Firearms*

(1) *Discharge Prohibited.* No person shall discharge a firearm in the City.

(2) *Exceptions.* A firearm may be discharged under the following conditions:

- a. In the confines of a licensed shooting gallery or sportsmen club.
- b. By peace officers of the United States, Wisconsin, or any subdivision thereof while in the discharge of the proper exercise of their duties and within their proper jurisdiction.
- c. For the purpose of the elimination of animals, as authorized by the Department of Natural Resources and the Green Bay Police Department, ~~and such decision may be appealed to the Protection and Policy Committee.~~
- d. Within an entirely enclosed structure under such circumstances that the instrument can be fired in such a manner as to not endanger any persons or property and as to prevent the projectile from leaving the structure.
- e. Pursuant to action validly taken in self-defense.
- f. Migratory bird hunting in the West Bay Shore area north of the Ken Evers Trail Between half-way slough and the extension of Military Avenue, specifically displayed in the shaded area of the following map. Any discharge of a firearm in this area shall be directed over or into the waters of Green Bay and the weapon and ammunition used shall comply with all regulations pertaining to the hunting of migratory birds.
- g. **With prior authorization from the chief of police or their designee, for the honorary discharge of a firearm, using only blanks, as a gun salute for ceremonial purposes. The Green Bay Police Department shall provide an email address and phone number for requests and maintain a record of all requests, which shall include the date, time, and location for each request and if the request was authorized.**

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

09/17/2024



Report to the
**Redevelopment Authority
of the City of Green Bay**

MEETING DATE

September 17, 2024

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # L.1

To adopt a Resolution Establishing the Boundaries of and Approving the Project Plan for Tax Incremental District Twenty-Nine (TID #29).

BACKGROUND

In accordance with the Comprehensive Plan, the City of Green Bay ("City") and Redevelopment Authority of the City of Green Bay ("RDA") seek to create a more safe, productive, accessible, and innovative community in order to generate economic activity and tax base. City staff has concluded that the property located at 211 North Broadway is not attaining its highest and best land use based on the Comprehensive Plan. But for the creation of a Tax Increment District ("TID"), the future land uses identified in the Comprehensive Plan would not occur in the manner desired by the City and RDA. Therefore, the attached draft Project Plan and resolution establishing TID 29 is presented for RDA's consideration.

RECOMMENDATION

Approval to adopt a Resolution Establishing the Boundaries of and Approving the Project Plan for Tax Incremental District Twenty-Nine (TID #29).

FISCAL IMPACT

The parcel proposed to be located in TID 29 currently has a base property value of \$2,470,600. The City estimates that upon closure in 2050, TID 29 will have a new property value of \$7,000,000, for an incremental property value of \$4,529,400.

ATTACHMENTS

1. RDA Resolution 24-04 TID 29
2. TID 29.Project Plan.9.13.24

RESOLUTION NO. 24-04

**RESOLUTION ESTABLISHING THE BOUNDARIES OF AND APPROVING THE PROJECT PLAN FOR
TAX INCREMENTAL DISTRICT NO. 29**

WHEREAS, the City of Green Bay (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 29 (the "District") is proposed to be created by the City in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Brown County, the Green Bay Area Public School District, and the Northeast Wisconsin Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the owners of all property in the proposed District; and

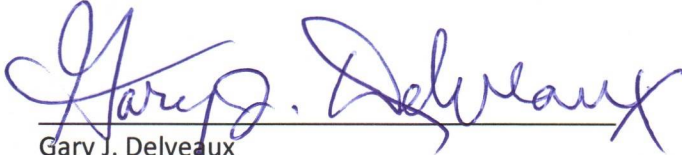
WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the RDA, on September 3, 2024 held a public hearing concerning the proposed creation of the District, its proposed boundaries and its proposed Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Authority of the City of Green Bay that:

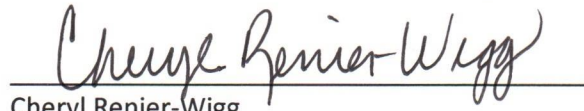
1. It recommends to the Common Council that Tax Incremental District No. 29 be created with boundaries as designated in Exhibit A of this Resolution.

2. It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the Common Council.
3. Creation of the District promotes orderly development in the City.

Adopted this 3rd day of September, 2024.



Gary J. Delveaux
Redevelopment Authority Chair



Cheryl Renier-Wigg
Secretary of the Redevelopment Authority

**TAX INCREMENTAL DISTRICT NO. 29
BOUNDARY MAP**

[INCLUDED IN PROJECT PLAN]

PROJECT PLAN

[DISTRIBUTED SEPARATELY]

September 17, 2024

PROJECT PLAN

City of Green Bay, Wisconsin

Tax Incremental District No. 29

Green Bay Public Market



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	September 3, 2024
Public Hearing Held:	September 3, 2024
Approval by Redevelopment Authority:	September 3, 2024
Adoption by Common Council:	September 17, 2024
Approval by the Joint Review Board:	Scheduled for Oct. 1, 2024

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SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 29 (“District”) is a proposed In Need of Rehabilitation or Conservation District that will consist of a single 0.65-acre tax parcel located at 211 North Broadway, the Old Fort Square office building, which is being redeveloped as the Green Bay Public Market by On Broadway, Inc, the market’s nonprofit developer and operator (“Developer”). The District will be created to pay the costs of development incentives needed to support redevelopment of the site (“Project”). In addition to the incremental property value that will be created, the City expects the Project will result in one million visits each year and generate \$65 million of economic impact, primarily through increased visitor spending and extend stays.

AUTHORITY

The City is creating the District under the provisions of Wis. Stat. § 66.1105.

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The City anticipates making total expenditures of approximately \$4.27 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$3.3 million in development incentives, of which \$1 million would be provided to the Developer up front, with the balance paid annually from the tax increment generated by the Project on a pay as you go basis. Incentives noted in this Plan, to include final amounts, terms and conditions, are preliminary, subject to approval by the City of a development agreement. Other costs include an estimated \$747,000 in interest expense on the up-front portion of the incentive which the City would need to finance, and \$226,000 in costs related to creation and administration of the District over its life. The Developer will be required to pay the City’s debt service payments for the up-front portion of the development incentive, to include associated interest expense. Total Project Costs, net of these payments, are expected to be \$2.53 million.

INCREMENTAL VALUATION

The City projects that new land and improvements value of approximately \$4.8 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table of assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will need to remain open for its entire 27-year life to recover all Project Costs.

SUMMARY OF FINDINGS

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered the Project’s sources and uses which include a gap even after provision of the development incentives included in this Plan. Those incentives, along with other public entity contributions, private market support and New Market Tax Credits will fund approximately 75% of the total redevelopment project cost. Based on current available funding, and the nature of the Project, which is being undertaken by a non-profit entity, the City has determined that the Project cannot continue without the provision of development incentives.
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered that the Project is expected to result in one million visits each year and generate \$65 million of economic impact, primarily through increased visitor spending and extend stays.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District is in need of rehabilitation or conservation work as defined by Wis. Stat. § 66.1337(2m)(a).

5. Based on the foregoing finding, the District is designated as a district in need of rehabilitation or conservation.
6. The Project Costs relate directly to the rehabilitation or conservation of property and improvements in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that 100% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
11. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

SECTION 2:

Preliminary Maps of Proposed District Boundary

Maps Start on Following Page.



TID 29

0 12.5 25 50 Feet



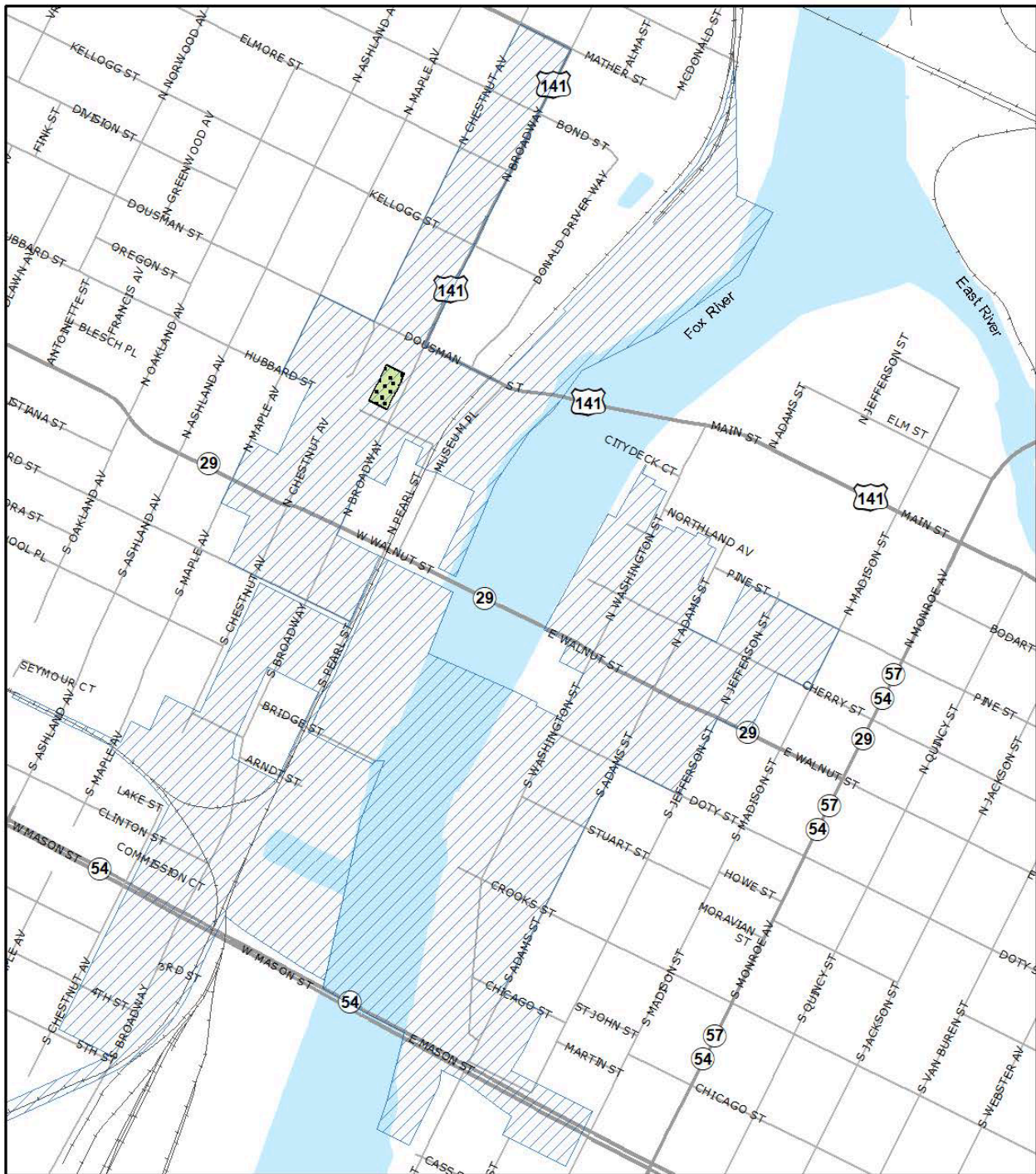
This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 29 Jul 2024 X:\Planning\Work Order Requests\2024\24.10 TID\TID 29\TID29 Boundary.mxd



TID Boundary

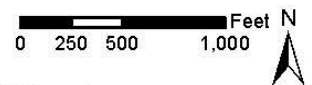


TID Parcel



TID 29

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- TID 29 Parcel
- TID 5
- TID Overlap

SECTION 3:

Maps Showing Existing Uses and Conditions

Maps Begin on Following Page.



TID 29

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0 12.5 25 50 Feet



Rehabilitation Needed



TID Boundary



Existing Commercial



TID 29

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0 12.5 25 50 Feet



TID Boundary



TID Parcel



Parcel for Rehabilitation

SECTION 4:

Preliminary Parcel List and Analysis

The District will consist of a single tax parcel:

Parcel No.	4-71
Address	211 North Broadway
Owner	On Broadway, Inc.
Acres	0.65
Acres In Need of Rehabilitation or Conservation	0.65 (100%)
Existing TID	TID No. 5

“Rehabilitation or conservation work” will be undertaken on the site, to include rehabilitation and renovation of the building located on the parcel. Originally constructed in 1981 as commercial office space, this renovation for use as a public market reflects “carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements.” The entirety of the District is therefore in need of rehabilitation or conservation.

The District’s estimated base value is identified on the table below.

Assessed Value (January 1, 2023)	Land	\$ 258,800
	Improvements	\$ 1,936,800
	Total	\$ 2,195,600
Assessment Ratio (January 1, 2023)		88.87%
Estimated Equalized Base Value		\$ 2,470,600

SECTION 5:

Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City. Since the parcel that will be the District is in Tax Incremental District No. 5, for purposes of this test the base value is zero since that value is reflected within the total of existing incremental value.

The equalized value of the increment of existing tax incremental districts within the City totals \$771,458,500. This value is less than the maximum of \$1,300,081,188 in equalized value that is permitted for the City.

City of Green Bay, Wisconsin		
Tax Increment District No. 29		
Valuation Test Compliance Calculation		
<u>Calculation of City Equalized Value Limit</u>		
City TID IN Equalized Value (Jan. 1, 2024)	\$	10,834,009,900
TID Valuation Limit @ 12% of Above Value	\$	1,300,081,188
<u>Calculation of Value Subject to Limit</u>		
Estimated Base Value of Territory to be Included in District	\$	2,470,600
Incremental Value of Existing Districts (Jan. 1, 2024)	\$	771,458,500
Less: Value of Underlying TID Parcels	\$	(2,470,600)
Total Value Subject to 12% Valuation Limit	\$	771,458,500
Total Percentage of TID IN Equalized Value		7.12%
Residual Value Capacity of TID IN Equalized Value	\$	528,622,688

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Miscellaneous

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

SECTION 7:

Map Showing Proposed Improvements and Uses

Map Found on Following Page.



TID 29

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0 12.5 25 50 Feet



Proposed Public Market



TID Boundary



TID 29 Parcel

SECTION 8:

Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Green Bay, Wisconsin

Tax Increment District No. 29

Detailed List of Estimated Project Costs

<u>Project ID</u>	<u>Project Name/Type</u>	<u>Totals</u>	<u>Est. Timing</u>
1	Development Incentives - Upfront ¹	1,000,000	2024
2	Development Incentives - Pay as You Go	2,302,674	2026 -2052
3	Interest on Long Term Debt ¹	746,891	2026 - 2044
4	Ongoing Planning & Administrative Costs	226,094	2024 - 2052
Total Projects		<u>4,275,659</u>	
Notes:			
¹ The Developer will be required to pay the City's debt service payment for the upfront portion of the development incentive to include associated interest expense.			

SECTION 9:

Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

The Project Costs the City plans to make are expected to create \$4.5 million in incremental value by January 1, 2026. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$18.70 per thousand of equalized value, and assumed annual economic appreciation of 1%, the Project would generate \$2.52 million in incremental tax revenue over the 27-year term of the District as shown in **Table 2**.

City of Green Bay, Wisconsin

Tax Increment District No. 29

Development Assumptions

Construction Year	Actual	Public Market ¹	Annual Total	Construction Year
1 2024		1,132,350	1,132,350	2024 1
2 2025		3,397,050	3,397,050	2025 2
3 2026			0	2026 3
4 2027			0	2027 4
5 2028			0	2028 5
6 2029			0	2029 6
7 2030			0	2030 7
8 2031			0	2031 8
9 2032			0	2032 9
10 2033			0	2033 10
11 2034			0	2034 11
12 2035			0	2035 12
13 2036			0	2036 13
14 2037			0	2037 14
15 2038			0	2038 15
16 2039			0	2039 16
17 2040			0	2040 17
18 2041			0	2041 18
19 2042			0	2042 19
20 2043			0	2043 20
21 2044			0	2044 21
22 2045			0	2045 22
23 2046			0	2046 23
24 2047			0	2047 24
25 2048			0	2048 25
26 2049			0	2049 26
27 2050			0	2050 27
Totals	0	4,529,400	4,529,400	

Notes:

¹Incremental value estimate per City Assessor letter dated January 24, 2024.

Table 1 – Development Assumptions

City of Green Bay, Wisconsin

Tax Increment District No. 29

Tax Increment Projection Worksheet

Type of District	Rehabilitation	Base Value	2,470,600
District Creation Date	September 17, 2024	Economic Change Factor	1.00%
Valuation Date	Jan 1, 2024	Apply to Base Value	
Max Life (Years)	27	Base Tax Rate	\$18.70
Expenditure Period/Termination	22 9/17/2046	Rate Adjustment Factor	0.00%
Revenue Periods/Final Year	27 2052		
Extension Eligibility/Years	Yes 3		
Eligible Recipient District	Yes		

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate ¹	Tax Increment
1	2024	1,132,350	2025	0	1,132,350	2026	\$18.70	21,179
2	2025	3,397,050	2026	11,324	4,540,724	2027	\$18.70	84,929
3	2026	0	2027	45,407	4,586,131	2028	\$18.70	85,779
4	2027	0	2028	45,861	4,631,992	2029	\$18.70	86,636
5	2028	0	2029	46,320	4,678,312	2030	\$18.70	87,503
6	2029	0	2030	46,783	4,725,095	2031	\$18.70	88,378
7	2030	0	2031	47,251	4,772,346	2032	\$18.70	89,261
8	2031	0	2032	47,723	4,820,069	2033	\$18.70	90,154
9	2032	0	2033	48,201	4,868,270	2034	\$18.70	91,056
10	2033	0	2034	48,683	4,916,953	2035	\$18.70	91,966
11	2034	0	2035	49,170	4,966,122	2036	\$18.70	92,886
12	2035	0	2036	49,661	5,015,784	2037	\$18.70	93,815
13	2036	0	2037	50,158	5,065,941	2038	\$18.70	94,753
14	2037	0	2038	50,659	5,116,601	2039	\$18.70	95,700
15	2038	0	2039	51,166	5,167,767	2040	\$18.70	96,657
16	2039	0	2040	51,678	5,219,445	2041	\$18.70	97,624
17	2040	0	2041	52,194	5,271,639	2042	\$18.70	98,600
18	2041	0	2042	52,716	5,324,355	2043	\$18.70	99,586
19	2042	0	2043	53,244	5,377,599	2044	\$18.70	100,582
20	2043	0	2044	53,776	5,431,375	2045	\$18.70	101,588
21	2044	0	2045	54,314	5,485,689	2046	\$18.70	102,604
22	2045	0	2046	54,857	5,540,546	2047	\$18.70	103,630
23	2046	0	2047	55,405	5,595,951	2048	\$18.70	104,666
24	2047	0	2048	55,960	5,651,911	2049	\$18.70	105,713
25	2048	0	2049	56,519	5,708,430	2050	\$18.70	106,770
26	2049	0	2050	57,084	5,765,514	2051	\$18.70	107,838
27	2050	0	2051	57,655	5,823,169	2052	\$18.70	108,916
Totals		4,529,400		1,293,769		Future Value of Increment		2,528,769

Notes:

¹Tax rate shown is actual 2023/2024 rate per DOR Form PC-202 (Tax Increment Collection Worksheet).

Table 2 – Tax Increment Projection Worksheet

Financing and Implementation

The District's principal cost is payment of development incentives to assist the Project. The Developer has requested \$1 million in up front incentives, which if approved by the City, would expected to be financed with proceeds from a State Trust Fund Loan. The anticipated development agreement will require the Developer to make payments to the City on an annual basis equal to the principal and interest due on the City's loan.

The Developer has also requested additional "pay as you go" incentive payments on an annual basis from the tax increment generated by the Project. If approved by the City, payments will be equal to the total tax increment collected less any City direct costs related to the creation and ongoing administration of the District. The City will also use tax increment to make its loan payments if the Developer fails to make timely payment to the City of amounts due. Incentive payments will be subject to annual appropriation and are limited strictly to the tax increment generated by the Project, subject to the terms and conditions of the development agreement that will be entered into.

Based on the Project Cost expenditures as included within the cash flow exhibit (**Table 3**), the District is expected to require use of its entire 27-year maximum life to pay all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

City of Green Bay, Wisconsin

Tax Increment District No. 29

Cash Flow Projection

Year	Projected Revenues				Projected Expenditures								Balances			Year
	Tax Increments	Developer Loan Repayment ¹	Proceeds of LT Debt	Total Revenues	State Trust Fund Loan \$1,000,000 Dated Date: 10/01/24			Development Incentives		Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative	Liabilities Outstanding		
					Prin (3/15)	Est. Rate ²	Interest	Total	PAYGO						Upfront	
2024				0				0			5,000	5,000	(5,000)	(5,000)	1,000,000	2024
2025			1,000,000	1,000,000				0		1,000,000	5,150	1,005,150	(5,150)	(10,150)	3,302,674	2025
2026	21,179	91,942		113,121	4,818	6.000%	87,123	91,942	5,725		5,305	102,971	10,150	0	3,292,131	2026
2027	84,929	91,942		176,871	32,231	6.000%	59,711	91,942	79,466		5,464	176,871	0	0	3,180,435	2027
2028	85,779	91,942		177,720	34,006	6.000%	57,935	91,942	80,151		5,628	177,720	0	0	3,066,278	2028
2029	86,636	91,942		178,578	36,205	6.000%	55,737	91,942	80,840		5,796	178,578	0	0	2,949,233	2029
2030	87,503	91,942		179,444	38,377	6.000%	53,564	91,942	81,532		5,970	179,444	0	0	2,829,323	2030
2031	88,378	91,942		180,319	40,680	6.000%	51,262	91,942	82,228		6,149	180,319	0	0	2,706,415	2031
2032	89,261	91,942		181,203	42,987	6.000%	48,955	91,942	82,928		6,334	181,203	0	0	2,580,500	2032
2033	90,154	91,942		182,096	45,700	6.000%	46,242	91,942	83,630		6,524	182,096	0	0	2,451,170	2033
2034	91,056	91,942		182,997	48,442	6.000%	43,500	91,942	84,336		6,720	182,997	0	0	2,318,392	2034
2035	91,966	91,942		183,908	51,348	6.000%	40,593	91,942	85,045		6,921	183,908	0	0	2,181,999	2035
2036	92,886	91,942		184,827	54,327	6.000%	37,615	91,942	85,757		7,129	184,827	0	0	2,041,915	2036
2037	93,815	91,942		185,756	57,689	6.000%	34,253	91,942	86,472		7,343	185,756	0	0	1,897,754	2037
2038	94,753	91,942		186,694	61,150	6.000%	30,791	91,942	87,190		7,563	186,694	0	0	1,749,414	2038
2039	95,700	91,942		187,642	64,819	6.000%	27,122	91,942	87,911		7,790	187,642	0	0	1,596,685	2039
2040	96,657	91,942		188,599	68,645	6.000%	23,297	91,942	88,634		8,024	188,599	0	0	1,439,406	2040
2041	97,624	91,942		189,566	72,827	6.000%	19,115	91,942	89,360		8,264	189,566	0	0	1,277,219	2041
2042	98,600	91,942		190,542	77,197	6.000%	14,745	91,942	90,088		8,512	190,542	0	0	1,109,935	2042
2043	99,586	91,942		191,528	81,828	6.000%	10,113	91,942	90,819		8,768	191,528	0	0	937,287	2043
2044	100,582	91,942		192,524	86,724	6.000%	5,218	91,942	91,552		9,031	192,524	0	0	759,012	2044
2045	101,588			101,588				0	92,286		9,301	101,588	(0)	(0)	666,726	2045
2046	102,604			102,604				0	93,023		9,581	102,604	0	(0)	573,702	2046
2047	103,630			103,630				0	93,762		9,868	103,630	0	(0)	479,940	2047
2048	104,666			104,666				0	94,502		10,164	104,666	0	(0)	385,438	2048
2049	105,713			105,713				0	95,244		10,469	105,713	0	(0)	290,194	2049
2050	106,770			106,770				0	95,987		10,783	106,770	(0)	(0)	194,207	2050
2051	107,838			107,838				0	96,731		11,106	107,838	0	(0)	97,476	2051
2052	108,916			108,916				0	97,476		11,440	108,916	0	(0)	(0)	2052
Totals	2,528,769	1,746,891	1,000,000	5,275,659	1,000,000		746,891	1,746,891	2,302,674	1,000,000	226,094	5,275,659				Totals

Notes:

¹Developer loan repayments to be equal to the City's actual debt service payments on its financing for the \$1 million up front portion of the development incentive.

²Estimated interest rate is published BCPL loan rate as of 7-25-2024 for loans of 11-20 years in term.

PROJECTED CLOSURE YEAR

LEGEND:

----- END OF EXP. PERIOD

Table 3 - Cash Flow

SECTION 10:

Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the property within the proposed District boundary was annexed during the past three years.

SECTION 11:

Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that 100% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:

Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for downtown development.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:

How Creation of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in its Plan will promote the orderly development of the City by rehabilitating and conserving property and providing appropriate financial incentives for a non-profit redevelopment project. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment opportunities and a projected one million visits each year, generating \$65 million of economic impact, primarily through increased visitor spending and extend stays.

SECTION 15:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

SECTION 16:
**Legal Opinion Advising Whether the Plan is Complete
and Complies with Wis. Stat. § 66.1105(4)(f)**

Legal Opinion Found on Following Page.



City of Green Bay Law Department
100 North Jefferson Street - Room 200
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3080
Fax 920.448.3081

September 17, 2024

Mayor Eric Genrich
City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

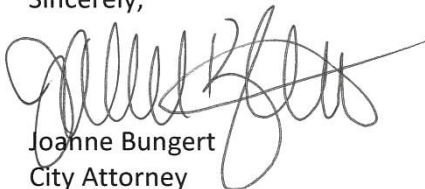
RE: Project Plan for Tax Incremental District No. 29

Dear Mayor:

Wisconsin Statute §66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute §66.1105.

As City Attorney for the City of Green Bay, I have been asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Project Plan for the City of Green Bay Tax Incremental District No. 29 is complete and complies with the provisions of Wisconsin Statute §66.1105.

Sincerely,


Joanne Bungert
City Attorney

SECTION 17:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Revenue Year	Brown County	Green Bay Mtro Sewer District	City of Green Bay	Green Bay Area School District	Northeast Wisconsin Tech. College	Total	Revenue Year
2026	3,361	0	8,755	8,370	694	21,179	2026
2027	13,476	0	35,108	33,563	2,781	84,929	2027
2028	13,611	0	35,460	33,899	2,809	85,779	2028
2029	13,747	0	35,814	34,238	2,837	86,636	2029
2030	13,885	0	36,172	34,580	2,866	87,503	2030
2031	14,023	0	36,534	34,926	2,894	88,378	2031
2032	14,164	0	36,899	35,275	2,923	89,261	2032
2033	14,305	0	37,268	35,628	2,952	90,154	2033
2034	14,448	0	37,641	35,984	2,982	91,056	2034
2035	14,593	0	38,017	36,344	3,012	91,966	2035
2036	14,739	0	38,398	36,708	3,042	92,886	2036
2037	14,886	0	38,782	37,075	3,072	93,815	2037
2038	15,035	0	39,169	37,445	3,103	94,753	2038
2039	15,185	0	39,561	37,820	3,134	95,700	2039
2040	15,337	0	39,957	38,198	3,165	96,657	2040
2041	15,491	0	40,356	38,580	3,197	97,624	2041
2042	15,645	0	40,760	38,966	3,229	98,600	2042
2043	15,802	0	41,167	39,355	3,261	99,586	2043
2044	15,960	0	41,579	39,749	3,294	100,582	2044
2045	16,120	0	41,995	40,146	3,327	101,588	2045
2046	16,281	0	42,415	40,548	3,360	102,604	2046
2047	16,444	0	42,839	40,953	3,394	103,630	2047
2048	16,608	0	43,267	41,363	3,428	104,666	2048
2049	16,774	0	43,700	41,777	3,462	105,713	2049
2050	16,942	0	44,137	42,194	3,497	106,770	2050
2051	17,111	0	44,578	42,616	3,532	107,838	2051
2052	17,282	0	45,024	43,042	3,567	108,916	2052
Totals	401,254	0	1,045,356	999,343	82,816	2,528,769	



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # L.2

To approve Development Agreement 24-05 with On Broadway, Inc for the redevelopment of 211 N. Broadway (Tax Parcel 4-71).

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 Council 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

On Broadway, Inc. ("Developer"), intends to complete a Project on 0.65 acres of land at 211 N. Broadway, which includes the rehabilitation of an existing office building into a public market facility. 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:

- remediates environmental contamination and/or enhances the physical (soil, water, air) landscape
- improves existing 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
- generates job opportunities for smart and skilled individuals
- improves existing structures for individuals of all ages and abilities
- is located in a place easy to reach on foot, bicycle, or transit
- generates job opportunities for individuals of all ages, abilities, and incomes
- expands our range of commercial real estate products
- is designed and built with options for conversion to alternative uses in the future
- creates and/or enhances unique public spaces, amenities, and art

As of January 1, 2024, the Property has an aggregate assessed value of \$2,195,600.00, which based on the assessed tax rates in effect as of January 1, 2024, the Property yields approximately:

- \$42,462.90 in total real estate taxes annually (assessed mill rate of \$19.34);
- \$17,059.81 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 \$7,000,000.00, which is anticipated to yield approximately:

- \$135,380.00 in total real estate taxes annually (assessed mill rate of \$19.34);

- \$54,390.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

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 29” or the “TID”), effective January 1, 2024, which includes the Property, and will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approval of Development Agreement 24-05 with On Broadway, Inc for the redevelopment of 211 N. Broadway (Tax Parcel 4-71).

FISCAL IMPACT

The Developer has requested a TIF incentive that includes:

1. State Trust Fund Loan of One Million Dollars (\$1,000,000.00) to be considered as part of a separate agreement.

2. PAYGo Reimbursement - Ninety-five percent (95%) of the Available TID Increment to be provided to the Developer until all qualified expenditures have been repaid or until the TID expires or is earlier terminated. The City shall not be obligated to pay TIF Incentive in excess of the Tax Incentive Cap of Two Million Eighty Thousand and Three Hundred Sixty dollars (\$2,080,360.00).

No levy dollars will be used for this project.

ATTACHMENTS

- I. FINAL RDA Draft - Public Market DA 20240827



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 2024-05

GREEN BAY PUBLIC MARKET

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 ON BROADWAY, INC. a Wisconsin Corporation ("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>
4-71	211 N. Broadway	0.65	\$2,195,600.00

- B. The parcels listed above, shall be referred to as the "Property." The Property comprises approximately sixty-five hundredths of one (0.65) acre 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 rehabilitation of an existing office building into a public market facility. The Proposed 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 \$2,195,600.00, which based on the assessed tax rates in effect as of January 1, 2024, the Property yields approximately:

1. \$42,462.90 in total real estate taxes annually (assessed mill rate of \$19.34);
2. \$17,059.81 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 \$7,000,000.00, which is anticipated to yield approximately:

1. \$135,380.00 in total real estate taxes annually (assessed mill rate of \$19.34);
2. \$54,390.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

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

- F. The RDA and the City will ask the Joint Review Board (JRB) to create a new Tax Increment District (the TID), effective tax year January 1, 2024, which includes the 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."

- 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; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- 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 will remediate environmental contamination and/or enhance the physical landscape, rehabilitate structures with high-performance designs, systems, and finishes, create a significantly higher per-acre property value than adjacent properties and the City average, generate property taxes greater than the cost of providing infrastructure and services, rehabilitate structures for individuals of all ages and abilities, is located in places easy to reach on foot, bicycle, or transit, expand non-motorized transportation networks, expand our range of commercial 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. 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 Two Million One Hundred Ninety-Five Thousand Six Hundred Dollars (\$2,195,600.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means On Broadway, 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
- 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:
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.
- P. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- 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 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."

- 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.
- W. "Tax Incentive Cap" means as described and provided for in Section III.C.2 of this Agreement.

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. PAYGo Reimbursement. The City shall provide a TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) The Developer guarantees that the Property shall have a minimum aggregate assessed value equal to the Seven Million Dollars (\$7,000,000.00) on or before January 1, 2026.
 - b) 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.
 - c) 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.
 - d) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
 - 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 Real Estate 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 2027.

2. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
 - a) Public Improvements, as defined in Section II.N., and environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
 - c) 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 TIF Incentive in any year shall not exceed Ninety-Five Percent (95%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of Two Million Eighty Thousand and Three Hundred Sixty dollars (\$2,080,360.00).
3. The City shall not be obligated to pay TIF Incentives in excess of the total amount of Qualified Expenditures incurred and paid by Developer.
4. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
5. 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 on or before September 1 of each year; 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. State Trust Fund Loan. The City will apply for a State Trust Fund Loan, for an amount not to exceed One Million Dollars (\$1,000,000), in regard to the Project that may be granted to the Developer for investment in Qualified Expenditures. Pursuant to Section III.G, the parties may consider additional future State Trust Fund Loan Requests. Should the City's application(s) for said loan(s) be approved, the award of these loan funds will be subject to a separate written agreement(s) between the City and Developer. The separate written agreement(s) shall require the Developer to make direct payments to the City for loan repayment. The separate written agreement(s) shall also require the

Developer to grant the City a security interest in and lien on the Property, including all improvements, fixtures, and appurtenances thereon, as collateral for the repayment of the loan(s). The lien shall be evidenced by a mortgage or deed of trust, duly executed by the Developer and recorded in the appropriate public records. The City may agree to subordination of its interest to the Developer's primary loans, to the extent permissible under state law and the terms of the State Trust Fund Loan. Approval of this development agreement in no way guarantees the approval of these loan funds. If awarded to Developer, the loan funds shall not be transferred to another entity without formal written approval of the City. The City's obligation to apply for the State Trust Fund Loan(s) and to subsequently possible direction of those loan funds to the Developer shall be special and limited obligations 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.

- E. Community Development Investment Grant. Developer intends to submit application to Wisconsin Economic Development Corporation (WEDC) for a Community Development Investment Grant. The City shall approve a resolution supporting the Developer's application, as required by WEDC.
- F. 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.
- G. 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 October 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 the Term Sheet. The Concept Plan shall clearly identify:
1. Any proposed changes in boundaries of the Property;
 2. A preliminary rendering or other illustration of scale of proposed improvements to existing structures and buildings on the Property.
- B. Construction Documents. Prior to January 1, 2025, 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.
- C. Development Budget. Prior to January 1, 2025, 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 Eleven Million Dollars (\$11,000,000.00) 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. Specifically including but not necessarily limited to, and as approved by the RDA and City:
 - a) Environmental and hazardous material remediation and related activities
 - b) Public Improvements
 - c) Utility relocation costs.
 - d) Improvements or other assistance related to attracting or retaining approved commercial retail tenants consistent with the goals and objectives of this agreement, or otherwise consistent with the goals and objectives of the City of Green Bay and/or the Green Bay Redevelopment Authority.
 - e) Enhanced building design, architecture, or materials beyond basic code requirements as approved by the RDA.
 - f) Enhanced landscaping beyond basic code requirements as approved by the RDA.
 - g) Enhanced stormwater management costs allowing for better building design and improving the overall function of the site.
 - h) Costs related to the installation of environmentally sustainable infrastructure and practices in the project, which may include but not necessarily be limited to building HVAC automation controls, high efficiency.
 - i) Site improvements related to providing access to public transit or alternative transportation options or bicycle related infrastructure, or electric vehicle charging.
 - j) Enhanced pedestrian, bicycle, and streetscape improvements beyond basic code requirements as approved by the RDA.

- k) Excessive construction costs related to unusual supply and demand factors related to current economic conditions that prevent the project from being financially feasible as approved by the RDA.
 - l) Costs associated with the borrowing of the amounts to be reimbursed by the TIF Funds until such time as the TIF Funds are received.
 - m) Costs related to the connection of fiber-optic broadband infrastructure.
- 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, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than January 1, 2025, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than January 1, 2025, 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.

- 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. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- J. 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. Construction shall be completed and approvable applications for certification of occupancy shall be submitted no later than December 1, 2025. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- K. 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.
- L. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- M. 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.
- N. 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.

O. 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.

P. 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.

Q. 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.

R. 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. The TID 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 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. Withholding of TIF Payments. If an Event of Default occurs which remains uncured after any applicable cure period, the City may withhold TIF Funds and/or annual PAYGo Reimbursement payments until the Event of Default is cured and, upon such cure, the TIF Funds and/or PAYGo Reimbursement payments shall resume in full;
 2. Termination. Terminate this Agreement without further notice to Developer;
 3. 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 TIF Funds and/or of PayGo Reimbursement payments to the Developer until temporary defaults are remedied to the satisfaction of the City.;
 4. Specific Performance. Sue for specific performance;
 5. Sue for Damages. Sue for all damages caused by the Event of Default;
 6. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 7. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 8. 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. TIF payments shall terminate upon expiration of the TID.

- C. Survival of Certain Provisions. Sections III. B. 1. d), III. F., IV. E., IV. J., IV. I., IV. N.2., IV.O., IV. P. 2., IV. R., 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., X. R., and X.S. 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 November 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

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: On Broadway, Inc.
Attention: Board President
340 N. Broadway, Suite 165 Green Bay, WI 54303
E-mail: barb.lamue@thenewnorth.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 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.

DEVELOPER:
On Broadway, Inc.

By: _____

Barb LaMue, Board President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2024, the above named _____, a member of On Broadway, Inc., a Wisconsin 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 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
ON BROADWAY, INC

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 _____

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
ON BROADWAY, INC.

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

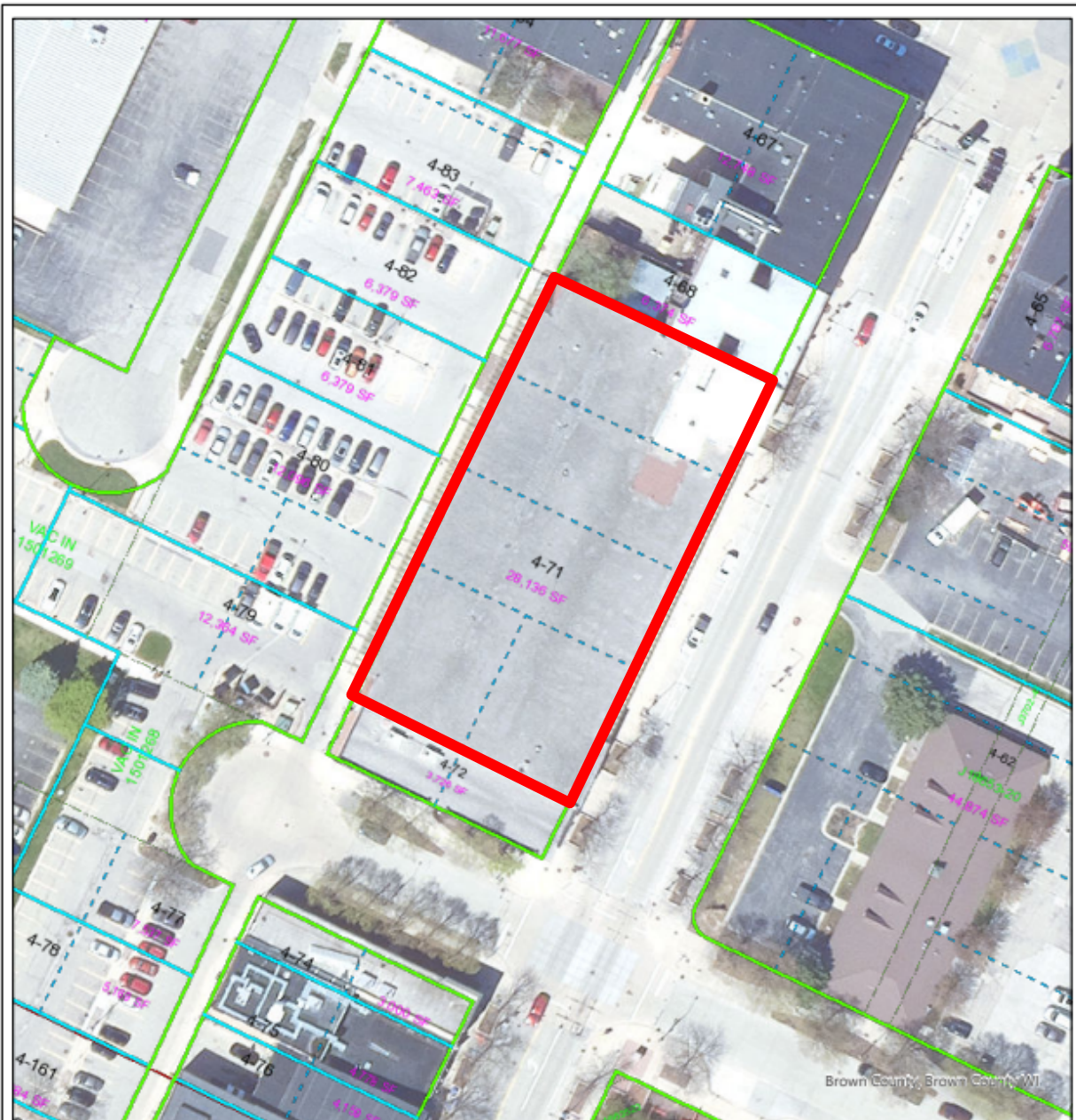
STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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



1"=94'
Feet

1:1,128

Legend

ParcelLine

- Block boundary
- - - Bulkhead Line
- Historic Parcel Line (20under)
- Hydrography
- Lines between deeds or lots (20pdashed)
- Lot boundary

- Meander line
- Original Right of Way
- PLSS line
- Parcel line
- Plat boundary
- Private Road Right of Way
- Right of Way line
- Undetermined

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

Date Printed: 27 Aug 2024

City of Green Bay

GB - GIS

EXHIBIT B
Legal Description

28,136 SQ FT LOTS 58, 59, 60, 61 & 62 DOUSMAN'S ADDN EX SLY 31 FT OF 61 & 62

EXHIBIT C
Preliminary Concept Plan











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

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # M.1

To approve the request by Streu's Pharmacy to enter into a rental agreement for 24 parking stalls in Lot MM located on the southeast corner of Monroe Avenue and Main Street.

BACKGROUND

Streu's Pharmacy recently lost a rental agreement with a local property owner. They contacted parking Division asking if they could rent Lot MM. Lot MM contains 24 parking stalls. Streu's Pharmacy asked to rent the entire lot for an initial term of five (5) years, plus an annual renewal option each year after that. These terms are in line with numerous other Parking Division rental agreements.

RECOMMENDATION

Parking Division staff recommends approval and effectuation of the Lot MM rental agreement with Streu's Pharmacy.

FISCAL IMPACT

ATTACHMENTS

- I. 2024 Lot MM Streu's Pharmacy rental agreement

LOT "MM"
PARKING LEASE AGREEMENT
STREU'S PHARMACY, INC

THIS AGREEMENT is made this 12th day of August 2024, by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation ("CITY"), and Streu's Pharmacy, Inc. ("LESSEE").

1. CITY hereby agrees to lease to LESSEE twenty four (24) parking spaces in the City-owned parking lot located near the southeast corner of North Monroe Avenue and Main Street (Tax Parcel 11-92), known as Lot "MM" in Green Bay, Wisconsin. The number of leased stalls may be adjusted dependent on needs and availability of space.

2. This Lease shall be effective on August 12, 2024, and remain in effect through August 11, 2029. Annual agreement extensions shall effectuate automatically unless otherwise requested by LESSEE.

3. Beginning August 12, 2024, on or before the first day of each month, LESSEE shall pay to CITY for rent of said parking spaces the amount of \$1,271.06 (24 spaces x \$50.20 per space plus tax). LESSEE shall pay half a month's rent for August of 2024. The rate shall remain fixed through December 31, 2024. On January 1, 2025, and each subsequent year, the lease rate shall be subject to increases as determined by the CITY. Notice of rate adjustment shall be given by the CITY to LESSEE prior to the end of each year.

4. CITY shall perform grass/weed maintenance, litter control, snow removal, pavement surface maintenance, pavement marking maintenance, and official signing for Lot "MM."

5. Regular lease payments are due on or before the first of each month. It is understood and agreed by and between the parties that time is of the essence with respect to the payment of the monthly rental fee set forth above. Failure on the part of the LESSEE to make payment in accordance with the terms of this agreement shall cause this Lease to terminate and

to be null and void; and the CITY may enter upon and expel the LESSEE from said premises forthwith, including issuance of parking citations without permission of vehicle owner.

6. Lessee shall indemnify and hold harmless the CITY from any and all damage, loss, or liability of any kind whatsoever arising out of the use of the leased space.

7. Either CITY or LESSEE may terminate this Lease upon ninety (90) days written advance notice given to the other party. Notices shall be sent to:

CITY: City of Green Bay Parking Division
100 North Jefferson Street, Room 300
Green Bay, WI 54301

LESSEE: Streu's Pharmacy, Inc.
635 Main Street
Green Bay, WI 54301

8. This Lease Agreement may be assigned only upon written permission by the CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the last date listed below.

CITY OF GREEN BAY

Dated: _____, 2024

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

STREU'S PHARMACY, INC.

Dated: _____, 2024

By: _____
Kim VanderLoop, Finance Manager
Streu's Pharmacy, Inc.



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

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # M.2

To approve the request by Brown County to renew the annual cooperative recycling agreement with Brown County for 2025.

BACKGROUND

Brown County acts as the coordinated Responsible Unit for recycling on behalf of multiple municipalities within the County. This cooperative agreement has been in place for over 20 years. In order to allow for the cooperative agreement to continue, each municipality must annually renew the agreement between Brown County and the municipality. This agreement has been mutually beneficial to Brown County and the City of Green Bay and it is in the City's best interests to continue.

RECOMMENDATION

Approve the request

FISCAL IMPACT

None

ATTACHMENTS

1. Amendment 2025 Agreement Letter
2. Cooperative Agreement Recycling Consolidation Grant_2025

PORT & RESOURCE RECOVERY DEPARTMENT

Brown County

2561 SOUTH BROADWAY
GREEN BAY, WI 54304

PHONE: (920) 492-4950

FAX: (920) 492-4957

DEAN R. HAEN

DIRECTOR

MEMORANDUM

To: Brown County Municipalities

From: Mark Walter, Business Development Manager

Re: 2025 RU Agreement

As in prior years, I am reaching out to you to ensure that your municipality remains eligible for the WDNR's Wisconsin Recycling Consolidation Grant. In order to qualify for the 2024 Grant "by October 1 in the year preceding the year for which the grant is made, the Responsible Unit must enter into a cooperative agreement with another Responsible Unit for the joint provision of at least one of the elements of an effective recycling program."

I have attached an updated resolution that will need to be passed by each municipality to establish eligibility and satisfy these program requirements. It is a model that has been used in other counties in the state and has been approved by WDNR.

Please review and have it signed and returned to Brown County prior to **October 1, 2024**.

If you should have any additional questions or comments, please contact me at (920) 492-4965 or via email Mark.Walter@browncountywi.gov.

Sincerely,



Mark Walter
Business Development Manager

Attachment

Intergovernmental Cooperative Agreement to Satisfy Eligibility for the Wisconsin Recycling Consolidation Grant for Calendar Year 2025

This agreement is made by and between the Cities of De Pere and Green Bay, the Villages of Allouez, Ashwaubenon, Bellevue, Denmark, Hobart, Howard, Pulaski, Suamico, Wrightstown, and the Towns of Eaton, Glenmore, Green Bay, Holland, Humboldt, Lawrence, Ledgeview, Morrison, New Denmark, Pittsfield, Rockland, Scott and Wrightstown, each of which is a municipal corporation, and the Oneida Nation, a federally recognized Indian tribe, all of which are a Responsible Units as defined in Section 287.01(9) of the Wisconsin Statutes (collectively referred to as the “Responsible Units” or “RUs”) for purposes of implementing efficiencies related to operating an effective recycling program in accordance with ss. 287.11 and 287.24, Wis. Stats., and ch. NR 542, Wis. Admin. Code. This agreement is intended to qualify for the 2025 Wisconsin Recycling Consolidation Grant.

WHEREAS the RUs believe that, by working together in this cooperative agreement, they can more effectively and efficiently provide for the recycling education needs of their citizens; and

WHEREAS the RUs desire to collaborate in an effort to educate about recycling; and

WHEREAS the RUs recognize the importance of educating residents about recycling and their RU responsibility to do so; and

WHEREAS Brown County partnered with Outagamie and Winnebago Counties, collectively known as Tri-County Recycling, to fund, host, and promote the *Tri-County Recycling Guide*; and

WHEREAS Tri-County Recycling will continue to fund, host, and promote the smartphone recycling app Betterbin; and

WHEREAS Tri-County Recycling will continue to fund, host, and promote the Waste Wizard Material Search Engine tool; and

WHEREAS the Tri-County Recycling Guide, the Betterbin smartphone app, and the Waste Wizard Material Search Engine provide comprehensive information on single-stream recycling guidelines, recycling plastic bags, proper medical sharps disposal, electronics recycling, universal waste recycling, household hazardous waste programs, pharmaceutical drop boxes and waste reduction tips; and

WHEREAS Section 66.0301(2) of the Wisconsin Statutes authorizes cooperation between municipalities and between municipalities and Indian tribes, and allows municipalities to contract with each other and with Indian tribes for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS each participating RU will maintain a copy of the other above listed RUs' cooperative agreements on file, given that not all cooperating RUs will be able to sign a single document;

NOW THEREFORE IT IS AGREED THAT the above listed RUs have and will continue to make available to its residents the *Tri-County Recycling Guide*, the Tri-County Recycling Betterbin smartphone app and Waste Wizard Material Search Engine (<https://recyclemoretricity.org/waste-wizard/>), recognizing additional and consistent education will reduce contamination and improve recycling, thereby enabling the processing and marketing of these recyclables in the most efficient and cost-effective manner possible.

SIGNATURE

TITLE

MUNICIPALITY

DATE



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

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # M.3

To approve the recommended text edits to City Ordinance Chapters 40-54 and 40-55, related to parking citation issuance and Parking Division's reporting body.

BACKGROUND

Parking Division staff recognized several text discrepancies when reviewing parking related ordinances and suggested edits to correct them. Proposed edits were reviewed by the Legal Department before being presented to the Improvement and Services Committee. Edits to Chapter 40-54 clarify who is authorized to issue City of Green Bay parking citations. The text currently identifies that Parking Division enforcement officers are the only persons who can write parking citations. However, Police Officers, Parking Officers, Parking Maintenance Technicians, and parking management have been writing citations for decades. Edits to Chapter 40-55 were made to eliminate reference to the Parking Utility Commission (defunct since 1998) and identify that the Improvement and Services Committee is the body to which the Parking Division reports.

RECOMMENDATION

Parking Division recommends that the edits as presented in the attached document be adopted into the ordinance.

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 19-24 Relating to Municipal Parking (redline)

GENERAL ORDINANCE NO. 19-24

AN ORDINANCE
AMENDING SECTION 40-54 AND 40-55,
GREEN BAY MUNICIPAL CODE,
RELATING TO MUNICIPAL PARKING

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

SECTION 1. Section 40-54 and 40-55, Green Bay Municipal Code, are hereby amended to read:

Sec. 40-54. - Municipal Parking System Division personnel.

The Common Council shall designate necessary Municipal Parking System Division personnel for the operation, maintenance, and enforcement of the Municipal Parking System Division. Parking ~~Enforcement attendants~~ **Officers, Parking Maintenance Technicians, Parking Division management, and Green Bay Police Officers** shall have the power to issue citations for violations of any existing parking ordinance, resolution, or subsequent amendments thereto, and all state statutes incorporated by reference. Such citations shall be on forms prescribed by the City. The above-named personnel shall perform such other duties as prescribed by the City and be bound by such rules and regulations established by the Municipal Parking System Division. The above-described personnel shall not be police officers and shall have no police powers to arrest. The above-described personnel shall wear uniforms prescribed by the City.

Sec. 40-55. - Municipal Parking System Advisory Committee.

~~There shall be established a~~ **The City's public works commission shall serve as the** Municipal Parking System Advisory Committee. ~~Consisting of three citizen members appointed for two year terms by the Mayor, subject to confirmation by the Common Council. The Advisory Committee shall meet from time to time and advise the Director of Public Works~~ **consider Municipal Parking System issues and report its recommendations to** the Common Council **for final approval.** ~~regarding the general operation of the Municipal Parking Systems~~ **Items considered by the public works commission shall include** but not **be** limited to, location of parking meters, rates, designated hours of operation, on-street and off-street parking regulations, and other matters of importance to the operation of the Municipal Parking System Division.

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

09/17/2024



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

MEETING DATE

September 17, 2024

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

To approve the request by Department of Public Works to purchase two robotic total station survey kits from Seiler Geospatial in the amount of \$82,560.90. The purchase includes a full day of training.

BACKGROUND**RECOMMENDATION**

To approve purchase

FISCAL IMPACT

The funds were budgeted in the 2024 Capital Improvement Plan \$82,560.90.

ATTACHMENTS

- I. Seiler Sales Quotation

Sales Quotation

Quote Number: 00089308

Contact Name: Jennifer McCartney
E-mail: jennifer.mccartney@greenbaywi.gov
Phone: (920) 448-3100

Date Issued: 07/27/23
Expiration Date: 09/30/24

Ship To: City of Green Bay, WI
 100 North Jefferson St.
 Green Bay, WI 54301
 United States

Bill To: City of Green Bay, WI
 100 North Jefferson St.
 Green Bay, WI 54301
 United States

Quantity	Part Number	Description	List Price	Sale Price	Subtotal
2.00	S7353200	Instrument - Trimble S7 3" Robotic, DR Plus, Trimble VISION, FineLock, Scanning Capable Includes: 58471045 BASE S7 DR PLUS VISION 51002007 ACCESSORY-RAIN COVER(GDM/ATS) 55000546 Accessory - Laser adjustment tool 55000581 Accessory - Tool for handle 57012007 Prism - Reflective foil 1p.c. 25*25 and 1p.c.60*60mm with sight marks 57013007 Accessory - Laser adjustment plate, coaxial 58019007 Accessory - Toolkit for Tribrach and Optical plumb 58080010 Case - Instrument Transport Case (Standard) 78607007 Accessory - Tribrach without optical plumb 50013001 Accessory - Rain Lens Cover 58002045 COVER LEFT RADIO CMPL S7 50014012-SUR Accessory - Panel attachment cover Wisdot 2023-2024 contract price	\$30,050.00	\$25,542.50	\$51,085.00
					
2.00	MT1000	Trimble MultiTrack Target, including 7.4V Li-Ion battery Includes: 7.4V Li-Ion battery Wisdot 2023-2024 contract price	\$3,265.00	\$2,873.20	\$5,746.40
					
2.00	SLSU-S2018-3	Trimble Geospatial Accessories - Robotic Power Kit (Power supply not included) Add 101070-02-01 for 2x dual charger w/ power supply Wisdot 2023-2024 contract price	\$1,495.00	\$1,315.60	\$2,631.20
					
4.00	101070-00-01	Trimble Geospatial Accessory - Dual Battery Charger with Power Supply and Power Cord (North America)	\$665.00	\$585.20	\$2,340.80



Wisdot 2023-2024 contract price

2.00	73840019	INSTR./ADV. HOLDER TO PC CON. CABLE	\$75.00	\$66.00	\$132.00
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Wisdot 2023-2024 contract price

2.00	51003007	Rod - Trimble standard telescopic rod 2,6m	\$440.00	\$387.20	\$774.40
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Wisdot 2023-2024 contract price

2.00	90550-PL	TRIMAX STANDARD QUICK CLAMP TRIPOD TRIMAX STANDARD QUICK CLAMP TRIPOD	\$511.20	\$420.03	\$840.06
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Wisdot 2023-2024 contract price

Total Price: \$63,549.86

This is not an invoice: Applicable sales tax and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

Please Contact Us:

Name: Steve Grady
Address: 9755 Airways Court
 Franklin
 Wisconsin, 53132
 United States
Phone: (414) 423-0780
Mobile: (262) 219-2952
E-mail: sgrady@seilerinst.com



Sales Quotation

Quote Number: 00089308

Terms: ☐ Net 30 Days ☐ Credit Card ☐ Financing

Net 30 upon approved credit application. Please inquire to sales rep on financing options available.

All credit card transactions will be charged a 3% surcharge.

This Sales Quotation is subject to and governed by the Terms and Conditions of Sale referred to at <https://www.seilergeo.com/general-terms-and-conditions/> which are hereby incorporated into this Quotation by reference. Any terms and conditions contained in any purchase order, order confirmation, or other document or communication you send or provide to Seiler which are in addition to or different from those set forth in said Terms and Conditions of Sale found at the above-link which are not separately agreed to by Seiler in writing are hereby considered material, objected to, and shall be null, void, and of no force or effect.

This Sales Quotation is subject to the [Seiler Maximum Liability and Indemnification Agreement](#), version 041421. By signing this Sales Quotation, you are also agreeing to be bound by the terms and conditions of that Agreement.

Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: _____

Date: _____

Name: _____

Title: _____

Sales Quotation

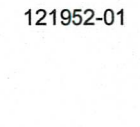
Quote Number: 00089307

Contact Name: Jennifer McCartney
E-mail: jennifer.mccartney@greenbaywi.gov
Phone: (920) 448-3100

Date Issued: 07/27/23
Expiration Date: 09/30/24

Ship To: City of Green Bay, WI
 100 North Jefferson St.
 Green Bay, WI 54301
 United States

Bill To: City of Green Bay, WI
 100 North Jefferson St.
 Green Bay, WI 54301
 United States

Quantity	Part Number	Description	List Price	Sale Price	Subtotal
2.00	TSC5-1-1100-00	Trimble TSC5 controller - WWAN, Worldwide region Includes Trimble TSC5 controller - WWAN, Worldwide region with Android OS TSC5 Glass Screen Protector Capacitive Stylus with Tether Hand strap 45W AC Adapter (58X46X28mm) with USB-C PD female port USB-C (male) to USB-C (male) cable for charging and data transfer Philips #1 Module and Battery / SIM door screwdriver TSC5 Carry Case / Protective Pouch TSC5 Quick Start Guide (English) Wisdot 2023-2024 contract price	\$4,300.00	\$3,784.00	\$7,568.00
					
2.00	110238-00-1	Trimble EM120 2.4GHz Module Wisdot 2023-2024 contract price	\$1,740.00	\$1,531.20	\$3,062.40
					
2.00	TA-GENSURV-P	Trimble Access - General Survey; Perpetual License Wisdot 2023-2024 contract price	\$3,415.00	\$3,005.20	\$6,010.40
					
2.00	121952-01	TSC5 POLE MOUNT BRACKET - SINGLE SINGLE BRACKET, SPLIT FROM 5 PACK PN: 121952-01-GEO Wisdot 2023-2024 contract price	\$76.00	\$66.88	\$133.76
					



2.00	121951-01-GEO	TSC5 / TSC7 Quick Release Pole Mount Clamp with Adjustable Arm	\$220.00	\$193.60	\$387.20
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Wisdot 2023-2024 contract price

2.00	120532-BLK-GEO-1	USB 3.1 USB-C TO USB-A ADAPTER - SINGLE	\$28.00	\$24.64	\$49.28
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Wisdot 2023-2024 contract price



Total Price: \$17,211.04

This is not an invoice: Applicable sales tax and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

Please Contact Us:

Name: Steve Grady
Address: 9755 Airways Court
 Franklin
 Wisconsin, 53132
 United States
Phone: (414) 423-0780
Mobile: (262) 219-2952
E-mail: sgrady@seilerinst.com



Sales Quotation

Quote Number: 00089307

Terms: ☐ Net 30 Days ☐ Credit Card ☐ Financing

Net 30 upon approved credit application. Please inquire to sales rep on financing options available.

All credit card transactions will be charged a 3% surcharge.

This Sales Quotation is subject to and governed by the Terms and Conditions of Sale referred to at <https://www.seilergeo.com/general-terms-and-conditions/> which are hereby incorporated into this Quotation by reference. Any terms and conditions contained in any purchase order, order confirmation, or other document or communication you send or provide to Seiler which are in addition to or different from those set forth in said Terms and Conditions of Sale found at the above-link which are not separately agreed to by Seiler in writing are hereby considered material, objected to, and shall be null, void, and of no force or effect.

This Sales Quotation is subject to the [Seiler Maximum Liability and Indemnification Agreement](#), version 041421. By signing this Sales Quotation, you are also agreeing to be bound by the terms and conditions of that Agreement.

Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: _____

Date: _____

Name: _____

Title: _____



Sales Quotation

Quote Number: 00089306

Contact Name: Jennifer McCartney
E-mail: jennifer.mccartney@greenbaywi.gov
Phone: (920) 448-3100

Date Issued: 07/27/23
Expiration Date: 09/30/24

Ship To: City of Green Bay, WI
100 North Jefferson St.
Green Bay, WI 54301
United States

Bill To: City of Green Bay, WI
100 North Jefferson St.
Green Bay, WI 54301
United States

Quantity	Part Number	Description	List Price	Sale Price	Subtotal
1.00	SURV-TRAIN-DAY	SEILER ONE-DAY CUSTOM TRAINING One-day of custom training at a Seiler facility or customer site. Price includes any travel costs as long as facility is within 250 miles of a Seiler office. Dates and agenda to be determined. Limit 8 people.	\$1,800.00	\$1,800.00	\$1,800.00

Total Price: \$1,800.00

This is not an invoice: Applicable sales tax and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

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Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: _____

Date: _____

Name: _____

Title: _____



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

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # M.5

To approve the request by Department of Public Works to enter into a State/Municipal Finance Agreement with Wisconsin Department of Transportation to replace 58 traffic signal controllers on connecting highways throughout the City.

BACKGROUND

This project will replace the 58 existing controllers with Econolite controllers. These 58 locations are along the existing Connecting Highway routes within the City of Green Bay. The existing locations are Siemens controllers with Tactics control software. The city has also experienced failures in Grid Smart cameras and the aging cameras on both Main Street and Monroe Avenue. This project is to address the combination of aged equipment and shortcomings for Siemens products, equivalent to WisDOT's recent transitions to Econolite in the Region.

RECOMMENDATION

To Approve

FISCAL IMPACT

Total project cost is estimated at \$1,250,000. Project grant is a 90/10 cost share, with City expenditure of \$125,000. The funding will be a combination of bonded construction funds and operating budget.

ATTACHMENTS

1. 37003067 68_C OF GREEN BAY CONTROLLERS SMFA ORIGINAL DRAFT 01042024
2. Project Award Letter NE2602L



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

Date: August 22, 2024
I.D.: 3700-30-67/68
Road Name: STH 29,54,32,141,57
Title: Signal Improvements
Limits: City wide on Connecting highway
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 controllers are outdated and obsolete.

Proposed Improvement - Nature of work: This project will replace the 58 existing controllers with Econolite controllers. These 58 locations are along the existing Connecting Highway routes within the City of Green Bay. The existing locations are Siemens controllers with Tactics control software. The city has also experienced failures in Grid Smart cameras and the aging cameras on both Main Street and Monroe Avenue. This project is to address the combination of aged equipment and shortcomings for Siemens products, equivalent to WisDOT's recent transitions to Econolite in the Region.

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:

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 3700-30-67	\$ 671,910	\$ 604,719	90%	\$ 67,191	10%
ID 3700-30-68	\$ 578,090	\$ 520,281	90%	\$ 57,809	10%
Total Cost Distribution	\$ 1,250,000	\$ 1,125,000	90%	\$ 125,000	10%
*Design ID 3700-30-67 state funding is limited to \$671,910 (State fiscal year 2026)					
*Construction ID 3700-30-68 state funding is limited to \$578,090 (State fiscal year 2027)					

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.

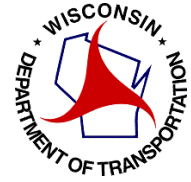
7. Basis for local participation:

- (a) Construction: Cost for construction are 90% Federal/State and 10% Municipal up to a maximum of \$1,250,000 (\$671,910 (FY2026) \$578,090 (FY2027)). 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.

Project Award Letter

Signals and ITS Standalone Program



Spring 2024 Award

July 15, 2024

To:

City of Green Bay

Steven Grenier

steven.grenier@greenbaywi.gov

From:

Kim Bradley

Wisconsin Department of Transportation

Dear Steven Grenier,

The Wisconsin Department of Transportation (WisDOT) Signals and ITS Standalone Program (SISP) has awarded the [Municipality] the following project (s) for [Fiscal Years that Apply]:

Project Name	Award Total
NE2602L Signal Rehab Green Bay Citywide Connecting Highway Traffic Signal Equipment Replacement	Total: \$ 1,250,000 90% State: \$1,125,000 10% Local: \$125,000

The project will be funded 90% State/10% City of Green Bay. Per current program policy any amount over the project application award shall be funded by the City of Green Bay. WisDOT Region Staff will contact you prior to the award year to establish a State Municipal Financial Agreement (SMFA) between WisDOT and the City of Green Bay to determine financial, invoicing, reporting, and contracting responsibilities for both parties.

Please contact me if you have questions.

Sincerely,

Kim Bradley

Attachment: PDF Application submitted by Municipality

Wisconsin Department of Transportation (WisDOT)
Signals and ITS Standalone Program Project Application Form
GENERAL INSTRUCTIONS

MUNICIPAL APPLICATIONS DUE TO REGIONAL LIAISON: April 5, 2024

****Municipalities may submit a maximum of two applications per calendar year.****

REGIONAL APPLICATIONS DUE: April 19, 2024

The following application will be used to evaluate and determine award of Signals and ITS Standalone Program projects to be funded as budget permits. Each applicant requesting funds from the Signals and ITS Standalone Program must submit the following information:

- ☒ Completed Signals and ITS Standalone Program Project Application Form (one for each project request).
- ☐ Any supporting materials deemed necessary by the Region or municipalities.

Project Application Form:

- 1 Project Identification – Fill in the areas applicable to the proposed project.
- 2 Project Type – Identify the proposed project type.
- 3 Project Information – Describe the proposed project in as much detail as possible. Detailed descriptions explaining how the project will address the identified need(s) are essential for application review and evaluation.
- 4 Project Cost and Schedule – Provide the project costs in the requested fiscal year. When developing project estimates account for additional costs associated with accessible pedestrian signals (APS), traffic signal detection, and emergency vehicle preemption (EVP) systems if your project is proposing them. Provide anticipated project schedule and proposed resources to accomplish implementation. Geometric improvements must not exceed 50% of the TOTAL COST funded by this appropriation.
****Maximum project award is limited to \$1,250,000.****
****Municipal projects require 10% funding commitment from the requesting agency. Requesting municipal agency will also be responsible for any project costs more than the approved appropriation funding amount asked for in this application.****
- 5 Additional Project Information – Answer the questions as they relate to the proposed project.
- 6 Contact Information and Signature – Provide contact information. Application must be signed by the WisDOT Regional Operations Chief (WisDOT managed projects only) or the Municipal Sponsor to certify application and commit funds.

Supporting Materials: Each completed application shall include the following, *if applicable*:

- Map of location or general sketch of project proposal or site photo(s). *An adequate sketch is the minimum requirement. Preliminary plan layout sheets or study reports should be provided if available.*
- Completed Project Evaluation Factor (PEF) worksheet and/or Interactive Highway Safety Design Model (IHSDM) benefit-cost analysis.
- TSMO-TIP package (one for each project request as required based on project type).
- New Traffic Signal – Warrant Documentation, required **only** for proposals to install new traffic signals (example worksheet available upon request. Ref: Manual on Uniform Traffic Control Devices [MUTCD], Chapter 4C). Approved Traffic Control Signal Approval Request [Form DT1199](#) (Required with application for all proposals to install new traffic signals on the State Trunk Highway System, including Connecting Highways and ramp terminals).
- New Pedestrian Hybrid Beacon – Warrant Documentation, required **only** for proposals to install new pedestrian hybrid beacons (example worksheet available upon request. Ref: Manual on Uniform Traffic Control Devices [MUTCD], Chapter 4F). Approved Pedestrian Hybrid Beacon Approval Request [Form DT1196](#) (Required with application for all proposals to install new pedestrian hybrid beacons on the State Trunk Highway System, including Connecting Highways).
- Systems Engineering Analysis (SEA) – *An SEA may be needed for certain types of projects funded by this Program.*

Submittal Instructions and General Questions:

Program Contact – Todd Szymkowski, PE, PTOE, PMP | Bureau of Traffic Operations | todd.szymkowski@dot.wi.gov | 414-227-3125

Projects requested by a municipality should be coordinated with and submitted to their Regional liaisons (found at link below):

<https://wisconsin.dot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/sisp.aspx>.

Wisconsin Department of Transportation (WisDOT)
Signals and ITS Standalone Program
Project Application Form

1. Project Identification

PROJECT NAME (consistent with TSMO-TIP documentation if applicable) City of Green Bay Connecting Highway Traffic Controller – Cabinet – Camera Replacement			
FUNDING REQUEST TOTAL \$ 1,250,000			
COUNTY Brown	CITY/TOWN Green Bay	REGION Northeast	
STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) ELIGIBLE (Is this project eligible to be integrated with an existing STIP project?)			☒ YES ☐ NO
MUNICIPAL* ☒ YES ☐ NO		MUNICIPAL PRIORITIES (If two (2) applications are submitted, select priority)	☐ 1 ST ☐ 2 ND
*Municipal projects require a 10% funding commitment from the requesting agency. The requesting municipal agency will also be responsible for any project costs more than the approved appropriation funding amount based on this application.			

2. Project Type

Identify the proposed project type: Check boxes that apply below.	
☐ 1. New Signal Installation*	Install new traffic signal.
☒ 2. Signal Rehabilitation*	Upgrade or replace existing signal infrastructure (poles, wiring, detection, cabinet, controller, etc.); Construct minor geometric improvements.
☐ 3. Signal Retrofit*	Install monotubes, flashing yellow arrows, or other safety improvements at existing traffic signal, Install adaptive signal systems; replacement of TS 1 cabinets, controllers, etc.
☐ 4. Signal Retiming	Collect and evaluate data; Develop signal timing plan; Develop and implement corridor coordination plan. <i>Municipal owned signals not eligible for this project type per Form DT1199.</i>
☐ 5. Intersection Communication	Construct and integrate fiber communication for signals; Install and integrate wireless communication, including cellular modems and radios for signals.
☐ 6. New ITS Device Installation	Install new ITS infrastructure including cameras, backbone fiber, network equipment, etc.
☐ 7. ITS Device Rehabilitation	Upgrade, install or replace existing detection, controllers, battery backup, cameras, ramp meter LED's, etc.
☒ 8. System Software	Upgrade, install, or replace software.
☐ 9. Life-Cycle Replacement	Replace existing end-of-life signals and/or ITS equipment including cameras, controllers, LED's, etc. <i>Municipal owned signals not eligible for this project type per Form DT1199.</i>
☐ 10. Other	Examples include: - Performance Measures Applications - Research and Development Projects - CAV Deployments and Applications - Studies, Plans, and Evaluations
*Items not covered by SISP program funds: all lighting infrastructure, enhanced signs (ex: RRFB, Dynamic Speed Displays), decorative signal poles, decorative cabinets, and decorative signal infrastructure. Other items may also not be covered as deemed appropriate by the SISP evaluation committee.	

3. Project Information

3a. Project Description

Project description should include location specific information.

☐ See attached TSMO-TIP Application

This project will replace the 58 existing controllers with Econolite controllers. These 58 locations are along the existing Connecting Highway routes within the City of Green Bay. The existing locations are Siemens controllers with Tactics control software. The city has also experienced failures in Grid Smart cameras and the aging cameras on both Main Street and Monroe Avenue. This project is to address the combination of aged equipment and shortcomings for Siemens products, equivalent to WisDOT's recent transitions to Econolite in the Region. This improvement project will be done in-house using city electricians. The city has not included city labor as part of the grant application as this will be in addition to the 90/10 cost sharing agreement.

3b. Mobility Improvements

In some detail, describe the anticipated mobility improvements of the proposed project and how they will be measured (e.g., detector data will be used to determine before and after peak hour delay).

☐ See attached TSMO-TIP Application, if applicable.

Indicate your expected benefits below and provide documentation to support your analysis.

☐ Annual mobility benefits are expected to be greater than the capital cost of the project.

☐ Annual mobility benefits are expected to be greater than half of the capital cost of the project.

☒ Annual mobility benefits are expected to be greater than \$0.

☐ No expected mobility improvements.

Although there is not a direct mobility benefit expected the problems with existing controllers has created problems as the city has limited ability to continue to replace an ageing and in some cases a failing product.

3c. Operations and Maintenance Impacts

In some detail, describe how the proposed project is anticipated to impact operations and maintenance funds. For example, is the project replacing infrastructure that has been regularly out-of-service and has required increased maintenance?

☐ See attached TSMO-TIP Application, if applicable.

☐ There is a demonstrated history of maintenance issues that will be corrected with this project.

Include specific number of knockdowns, service calls, outages, etc., below.

☒ Maintenance may be reduced due to this project.

☐ No expected operations and maintenance impacts.

Signal operations and maintenance will be improved with the more robust and stable capabilities of Econolite equipment. A reliable system will improve operations and allow more prompt response to concerns and complaints. The city has experienced several failures of recently purchased Siemen controllers and has had difficulty reinstalling signal timing plans from Tactics control software. Grid Smart has also experienced quality issues and have been prone to fail. Service for these cameras has been very slow. On the older camera on Main Street and Monroe Avenue city has started to see signs of aging as these cameras are reaching their useful lives.

3d. Existing Conditions

Describe the conditions of the existing infrastructure. For example, condition of current infrastructure could be described as fair, disrepair, or out of commission. List any components NOT meeting current WMUTCD standards. Existing age of the current infrastructure could be described as 5 years past end-of-life, within 5 years past end-of-life, within 3 years of expected end-of-life, or current/new installation. Typical lifecycles of common infrastructure include communications (20 years), signal poles (25 years), controller (16 years), cabinet (20 years), DMS (20 years), CCTV (10 years), and detection (10 years).

Existing Siemens controllers have experienced above average failures, especially the newer M60 units due to supposed power supply issues. The Tactics software has experienced shortcomings, a lack of support for bug fixes, and lack of modern development. The Tactics software notifications and alerts do not work reliably and there are continual flaws with software programming of controllers. Multiple Grid Smart failures requiring replacement.

3e. Energy and Environmental Impacts

In some detail, describe the anticipated energy and environmental impacts of the proposed project. For example, is the proposed project expected to replace existing infrastructure that may be accessed from a central location rather than driving to the field location for manual access?

☐ See attached TSMO-TIP Application, if applicable.

Indicate your expected benefits below.

☐ Annual energy and environmental benefits are expected to be greater than the capital cost of the project (provide documentation).

☒ Annual energy and environmental benefits are expected to be greater than \$0.

☐ Project is not expected to impact the natural environment.

☐ Project is expected to negatively impact the natural environment.

Although there is not a direct environmental benefit expected, the Econolite equipment will lead to more robust performance. This will reduce the number of trips and time allocation to each intersection for shortcomings and failures. Nonfunctioning cameras require a signal to go into background pretimed setting that causes delays. All video locations run 24/7 but when cameras go down the city has to decide if they need to go back into nighttime flash.

3f. Safety Improvements

3f. Safety Improvements

In some detail, describe current safety concerns and the anticipated safety improvements of the proposed project.

☐ See attached TSMO-TIP Application, if applicable.

☐ No expected safety impacts.

Although there is not a direct safety benefit, upgrading to Econolite controllers will result in increased efficiencies in special programming to accommodate various traffic patterns. This will allow the signals to operate more responsive to traffic conditions, which will reduce delays, queues, and ultimately crashes. Traffic Signal working 24/7 using video detection is safer than going into flash operation at night.

4. Project Cost and Schedule

List major construction items and associated estimates such as new traffic signal installation, intersection channelization, etc. When developing project costs account for additional costs for accessible pedestrian signals (APS), traffic signal detection, and emergency vehicle preemption (EVP) systems if your project is proposing them. Project expense is considered during the evaluation of the projects. Therefore, **ALL COSTS** (including design, utilities, and R/E) should be provided regardless of whether awarded project funds will be used for all elements of the project. **Maximum project award is limited to a total of \$1,250,000.**

Cost	FY25 (07/24 – 06/25)	FY26 (07/25 – 06/26)	FY27 (07/26 – 06/27)	FY28 (07/27 – 06/28)
Design:				
WisDOT Staff Delivery/Design				
Consultant Work Order				
Real Estate: (Note: Real estate acquisition CANNOT be funded by this appropriation.) Identify funding source:				
Construction:				
Procurement: State Furnished Materials				
Procurement: Service and Installation		671,910	578,090	
LET Construction				
Other Costs:				
*TOTAL PROJECT COST PER FY =		671,910	578,090	
MUNICIPAL FUNDING COMMITMENT (10%) =		67,191	57,809	

* Awarded project funds must be encumbered during the FY identified unless coordinated with the Regional Program Liaison. Requested funds will not be increased beyond the amount asked for in this application after the award of the project.

Schedule		
Task	Months (MM/YY – MM/YY)	Anticipated Required Resources (Region Project Design Section (PDS), Region Traffic Operations, consultant, procurement contracts, etc.)

1. Design		
2. Real Estate		
3. Procurement		
4. Construction		
5. Other		

5. Additional Project Information

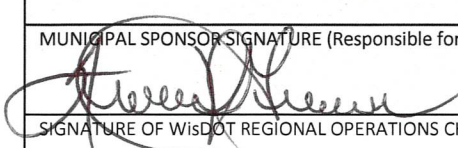
5a. Performance Improvement Program Goals

Does this project help with achieving WisDOT's performance goals? Refer to http://dotnet/mapss/index.htm	Select all that apply:
– <i>Mobility</i> : Delivering transportation choices that result in efficient trips and no unexpected delays.	☒ Mobility
– <i>Accountability</i> : The continuous effort to use public dollars in the most efficient and cost-effective way.	☒ Accountability
– <i>Preservation</i> : Protecting, maintaining, and operating Wisconsin's transportation system efficiently by making sound investments that preserve and extend the life of our infrastructure, while protecting our natural environment.	☒ Preservation
– <i>Safety</i> : Moving toward minimizing the number of deaths, injuries, and crashes on our roadways.	☒ Safety
– <i>Service</i> : High quality and accurate products and services delivered in a timely fashion by a professional and proactive workforce.	☒ Service

5b. Additional Justification

Provide additional detail that should be considered during the evaluation of this project. This may include the consequences of what would happen should the project not be implemented.
Existing Siemens controllers have experienced above average failures. The Tactics software has experienced shortcomings, a lack of support for bug fixes, and lack of modern development. The city no longer retains active licensing with Siemens for support. Replacement of aging cameras.

6. Contact Information and Signature

PRIMARY CONTACT NAME (Responsible for Project Delivery) <i>Steven M. Grenier, P.E.</i>	TITLE <i>Director of Public Works, City of Green Bay</i>	
EMAIL ADDRESS <i>Steven Grenier@greenbaywi.gov</i>	TELEPHONE <i>920-448-3097</i>	
WISDOT REGIONAL LIAISON CONTACT NAME (Municipal Only)	MUNICIPAL SPONSOR EMAIL ADDRESS	
MUNICIPAL SPONSOR SIGNATURE (Responsible for 10% funding – Municipal Only) 	DATE <i>03/21/2024</i>	
SIGNATURE OF WISDOT REGIONAL OPERATIONS CHIEF (WisDOT Projects Only)	DATE	

REVISED 12/7/2023

#	Intersection	Controller Age	Controller Type	Cabinet Age	Controller	Cabinet	Ground Sleeve	Camera Replacement	Camera Type	Total 2026	Total 2027
1	ASHLAND - WALNUT	August 1, 2016	M50	2011	\$ 4,328.00					\$ 4,328.00	
2	SHAWANO - 12th	August 1, 2000	EPAC300	1996	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
3	ASHLAND - MATHER	December 1, 1995	EPIC140	1988	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
4	ASHLAND - MASON RAMPS	January 1, 2011	M50	2010	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
5	ASHLAND - NINTH	October 1, 1995	EPAC300	1997	\$ 4,328.00	\$ 16,500.00	\$ 550.00				
6	BROADWAY - DOUSMAN	March 1, 2014	M50	2011	\$ 4,328.00			\$ 27,500.00	GridSmart 2015	\$ 31,828.00	
7	BROADWAY - WALNUT	August 1, 1993	EPIC140	1993	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
8	MAIN - ADAMS	January 1, 2013	M50	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
9	MAIN - MADISON	January 1, 2010	M50	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
10	MAIN - MONROE	August 1, 2008	M50	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
11	MAIN - WEBSTER	June 1, 2010	M50	2010	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
12	MAIN - ROOSEVELT	August 1, 2008	EPAC300	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
13	MAIN - IRWIN	November 1, 2012	M50	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
14	MAIN - BAIRD	August 1, 2008	EPAC300	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 21,378.00
15	MAIN - ELIZABETH	January 1, 2004	EPIC140	1992	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
16	MAIN - DECKNER	January 1, 2000	EPIC140	1988	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
17	MAIN - ABRAMS	December 1, 1998	EPIC140	1987	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
18	MAIN - LIME KILN	March 1, 1996	EPIC140	1987	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
19	MAIN - AUTO PLAZA	February 1, 2012	M50	2012	\$ 4,328.00						\$ 4,328.00
20	MAIN - MANITOWOC	March 1, 2014	M50	2012	\$ 4,328.00						\$ 4,328.00
21	MASON - MITCHELL	December 1, 2020	M60	2021	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
22	MASON - MILITARY	November 1, 2012	M50	2010	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
23	MASON - FISK	November 1, 2020	M60	2020	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
24	MASON - RIDGE	November 1, 2020	M60	2020	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
25	MASON - ONEIDA	April 1, 2016	M60	2020	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
26	MASON - TWELFTH	January 1, 2021	M60	2020	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
27	MASON - MAIN	April 1, 2018	M60	2017	\$ 4,328.00						\$ 4,328.00
28	MILITARY - SHAWANO	June 1, 2010	M50	2010	\$ 4,328.00			\$ 27,500.00	Iteris 2010		\$ 31,828.00
29	MONROE - PINE	April 1, 2014	M50	2014	\$ 4,328.00						\$ 4,328.00
30	MONROE - WALNUT	April 1, 2014	M50	2014	\$ 4,328.00						\$ 4,328.00
31	MONROE - CHICAGO	April 1, 2014	M50	2014	\$ 4,328.00						\$ 4,328.00
32	MONROE - MASON RAMPS	August 1, 2014	M50	2014	\$ 4,328.00						\$ 4,328.00
33	SHAWANO - FISK	December 1, 1995	EPIC140	1983	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00		\$ 48,878.00	
34	SHAWANO - ONEIDA	July 1, 2016	M50	2018	\$ 4,328.00						\$ 4,328.00
35	UNIVERSITY - QUINCY	November 1, 1995	EPAC300	1997	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
36	UNIVERSITY - WEBSTER	April 1, 2017	M60	2017	\$ 4,328.00						\$ 4,328.00
37	UNIVERSITY - IRWIN	March 1, 1994	EPIC140	1988	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
38	UNIVERSITY - BAIRD	December 1, 1995	EPIC140	1989	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
39	UNIVERSITY - ELIZABETH	January 1, 2004	EPIC140	1990	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
40	UNIVERSITY - HENRY	March 1, 1994	EPIC140	1984	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
41	UNIVERSITY - DANZ	August 1, 2016	M60	2016	\$ 4,328.00						\$ 4,328.00
42	WALNUT - WASHINGTON	November 1, 2015	M50	2011	\$ 4,328.00			\$ 27,500.00	GridSmart 2020	\$ 31,828.00	
43	WALNUT - ADAMS	November 1, 2015	M50	2011	\$ 4,328.00			\$ 27,500.00	GridSmart 2020	\$ 31,828.00	
44	WALNUT - JEFFERSON	November 1, 2015	M50	2011	\$ 4,328.00			\$ 27,500.00	GridSmart 2018	\$ 31,828.00	
45	WALNUT - MADISON	January 1, 2013	M50	2011	\$ 4,328.00			\$ 27,500.00	GridSmart 2018	\$ 31,828.00	
46	SHAWANO - PERKINS	March 1, 1999	EPIC140	1995	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
47	SHAWANO - GRAY	August 1, 1993	EPAC300	1987	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
48	SHAWANO - SIEGLER	September 1, 2009	EPAC300	2009	\$ 4,328.00						\$ 4,328.00
49	MASON - MEACHAM	April 1, 2018	M60	2020	\$ 4,328.00						\$ 4,328.00
50	MONROE - PORLIER	January 1, 1997	EPAC300	1997	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	None	\$ 48,878.00	
51	MASON - PACKERLAND	March 1, 1994	EPAC300	1996	\$ 4,328.00	\$ 16,500.00	\$ 550.00				
52	MASON - COUNTRY CLUB	March 1, 2015	M50	2009	\$ 4,328.00	\$ 16,500.00	\$ 550.00				
53	MASON - ISBELL	November 1, 2002	EPAC300	2010	\$ 4,328.00	\$ 16,500.00	\$ 550.00				
54	HY 54/57 - UNIVERSITY WAY	November 1, 2016	M60	2016	\$ 4,328.00						\$ 4,328.00
55	MAIN - PECAN	February 1, 1999	EPAC300	1997	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
56	MAIN - ST GEORGE	August 1, 2008	EPAC300	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008	\$ 48,878.00	
57	MASON - HINKLE	July 1, 1997	EPAC300	2001	\$ 4,328.00	\$ 16,500.00	\$ 550.00				
58	HY 54/57 - CLEMENT	January 1, 2017	M60	2016	\$ 4,328.00						\$ 4,328.00

Line Totals

\$ 251,024.00

\$ 511,500.00

\$ 17,050.00

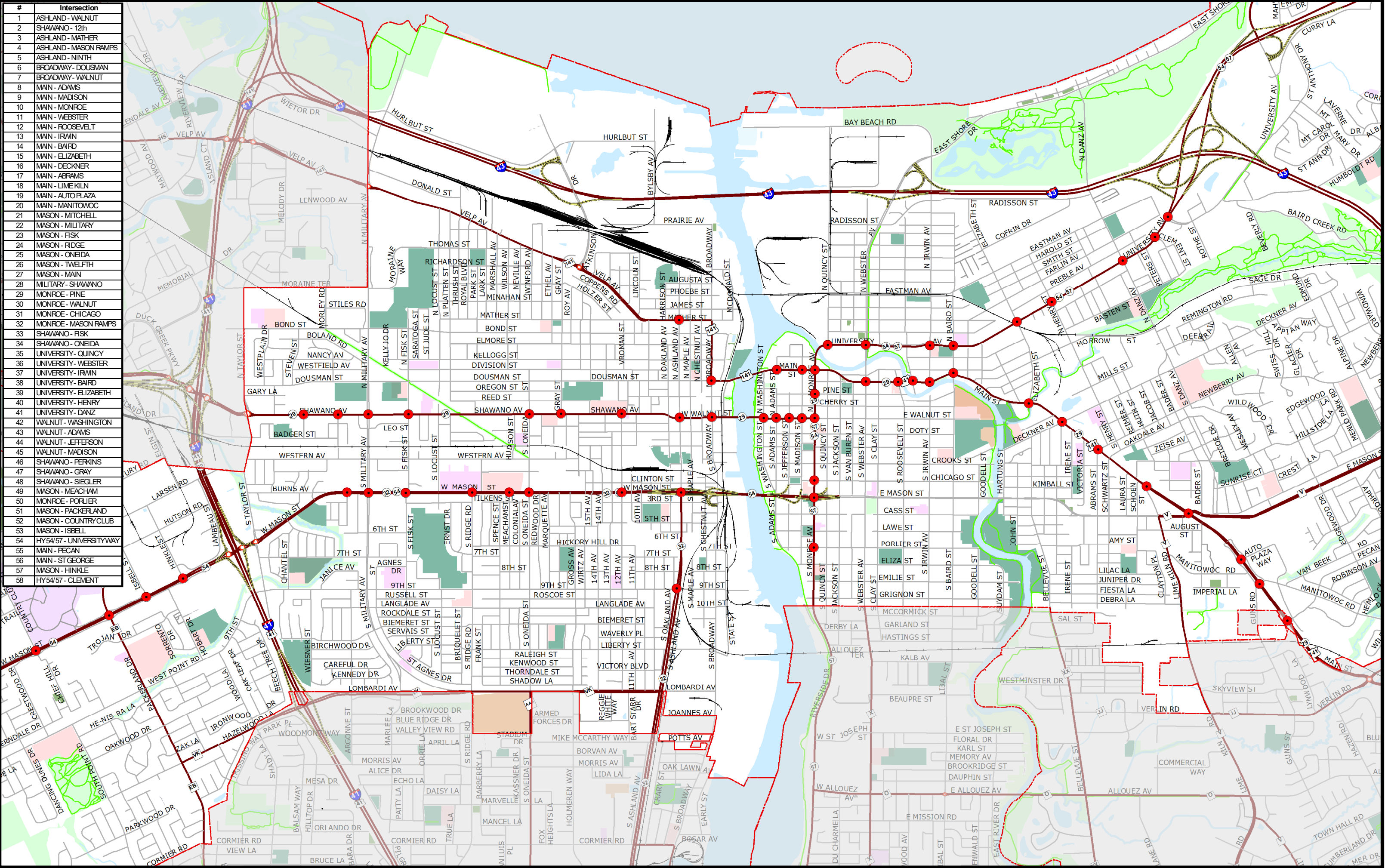
\$ 605,000.00

\$ -

2026		2027	
Total	\$ 671,910.00	\$ 578,090.00	
10%	\$ 67,191.00	\$ 57,809.00	
		\$ 1,250,000.00	

Delete these locations as they will be rebuilt prior to grant

#	Intersection
1	ASHLAND - WALNUT
2	SHAWANO - 12th
3	ASHLAND - MATHER
4	ASHLAND - MASON RAMPS
5	ASHLAND - NINTH
6	BROADWAY - DOUSMAN
7	BROADWAY - WALNUT
8	MAIN - ADAMS
9	MAIN - MADISON
10	MAIN - MONROE
11	MAIN - WEBSTER
12	MAIN - ROOSEVELT
13	MAIN - IRWIN
14	MAIN - BAIRD
15	MAIN - ELIZABETH
16	MAIN - DECKNER
17	MAIN - ABRAMS
18	MAIN - LIMEKILN
19	MAIN - AUTO PLAZA
20	MAIN - MANITOWOC
21	MASON - MITCHELL
22	MASON - MILITARY
23	MASON - FISK
24	MASON - RIDGE
25	MASON - ONEIDA
26	MASON - TWELFTH
27	MASON - MAIN
28	MILITARY - SHAWANO
29	MONROE - PINE
30	MONROE - WALNUT
31	MONROE - CHICAGO
32	MONROE - MASON RAMPS
33	SHAWANO - FISK
34	SHAWANO - ONEIDA
35	UNIVERSITY - QUINCY
36	UNIVERSITY - WEBSTER
37	UNIVERSITY - IRWIN
38	UNIVERSITY - BAIRD
39	UNIVERSITY - ELIZABETH
40	UNIVERSITY - HENRY
41	UNIVERSITY - DANZ
42	WALNUT - WASHINGTON
43	WALNUT - ADAMS
44	WALNUT - JEFFERSON
45	WALNUT - MADISON
46	SHAWANO - PERKINS
47	SHAWANO - GRAY
48	SHAWANO - SIEGLER
49	MASON - MEACHAM
50	MONROE - PORLIER
51	MASON - PACKERLAND
52	MASON - COUNTRY CLUB
53	MASON - ISBELL
54	HY 54/57 - UNIVERSITYWAY
55	MAIN - PECAN
56	MAIN - ST GEORGE
57	MAIN - HINKLE
58	HY 54/57 - CLEMENT





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

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # M.6

To receive and place on file the non-award of contract TRAFFIC I-24 RECTANGULAR RAPID-FLASHING BEACON (RRFB) BASE INSTALLATION.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # M.7

To approve the request by CAR GREEN BAY LLC (Carnivore) for an easement to place a berm in the City of Green Bay right-of-way of vacated Finger Road/Vital Place east of their existing driveway.

BACKGROUND

Vital Place, formerly Finger Road, was terminated in the cul-de-sac east of Grandview Road when East Mason Street was extended in 2011. Ever since the cul-de-sac was constructed, the City has seen issues with not realizing that this road segment ends in a cul-de-sac, resulting in either unnecessary turning around or in some cases, accidents from motorists proceeding beyond the cul-de-sac into the ditch.

CAR GREEN BAY LLC (Carnivore) constructed a large industrial facility on Vital Place on the City's east side. They have a number of vehicles using their parking lot to turn around. Carnivore has requested to place a large earthen berm across the right-of-way as a visual deterrent to vehicles from coming down Vital Place.

RECOMMENDATION

Staff recommends approval of the request.

FISCAL IMPACT

None, all costs associated with this request will be borne by the petitioner.

ATTACHMENTS

- I. Berm Easement Agreement -FINAL

BERM
EASEMENT AGREEMENT

DOCUMENT NO.

THIS BERM EASEMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2024, by and between CAR GREEN BAY (WI) LLC, a Delaware limited liability company and its successors or assigns (“CAR”) and THE CITY OF GREEN BAY, a Wisconsin municipal corporation and its successor or assigns (the “City”).

W I T N E S S E T H:

WHEREAS, CAR is the owner of that certain real property located in the City of Green Bay, Brown County, Wisconsin, as more particularly described in Exhibit A attached hereto and incorporated herein (“Parcel A”);

WHEREAS, the City is the owner of that certain real property and public right of way located adjacent to Parcel A in the City of Green Bay, Brown County, Wisconsin, as more particularly described in Exhibit B attached hereto and incorporated herein (“Easement Area”); and

WHEREAS, the City has agreed to grant to CAR a berm easement across a portion of the Easement Area for the construction and maintenance of a vegetated, earthen berm which shall consist of a planting of trees, shrubs, and other natural plantings (the “Berm”); and

WHEREAS, the parties acknowledge and agree that a portion of the Easement Area previously included an extension of a road formerly known as Finger Road which connected to Mason Street and such connection no longer exists; therefore, for safety reasons, it is prudent for CAR to construct and maintain the Berm to be a buffer between the end of such roadway and Mason Street so that drivers clearly understand such roadway ends and no longer connects to Mason Street.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Grant of Easement for Construction and Maintenance of a Berm. The City grants and conveys to CAR, along with its respective tenants, agents, contractors, subcontractors, employees, successors, assigns and/or other affiliates, and CAR hereby accepts from the City, for the benefit of Parcel A, a perpetual, non-exclusive easement over that portion of Easement Area

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Godfrey & Kahn, S.C.
100 W. Lawrence Street
Appleton, WI 54911
Attn: Rebecca Hamrin

See Exhibit A

Parcel Identification Number

as is depicted and described in Exhibits B and C attached hereto for the construction and maintenance of the Berm.

2. Costs of Maintenance. CAR shall be responsible, at its sole cost and expense, and shall pay as and when due all costs associated with the construction, operation, maintenance and repair required or advisable with regard to the Berm. CAR shall maintain the Berm in accordance with all applicable federal, state and/or local laws, ordinances and regulations.

3. Warranties and Representations. The City hereby warrants and represents that it is the owner in fee of the Easement Area.

4. City Rights. The City shall have the right to conduct any activities within or upon the Easement Area as the City may deem necessary or desirable, provided that said activities or construction shall not unreasonably interfere with the intended use of the Easement Area. CAR hereby acknowledges that certain underground facilities of the City and the Green Bay Water Utility have been identified and located within and below the Easement Area. The City and the Green Bay Water Utility reserve the right to maintain and work on those facilities which may require the temporary removal, modification or destruction of the Berm. Any resulting costs of repair or replacement of the Berm due to such maintenance activities or work described in this section shall be at the sole cost and responsibility of CAR.

5. Indemnification. CAR hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of CAR or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. CAR shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity provision shall survive the termination or expiration of this Agreement.

In the event that CAR employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be CAR's responsibility to require and confirm that each sub-contractor enters into a certain indemnity agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to the indemnity set forth in this Section 5.

6. No Joint Ventures. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers.

7. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by CAR and the City and their respective successors and assigns.

8. Amendments. This Agreement may be amended only by a writing signed by all parties hereto and duly recorded in the office of the Register of Deeds of Brown County, Wisconsin.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

11. No Public Dedication. This Agreement is not intended to, and should not be construed to create any rights in the general public or dedicate for public use any portion of the Easement Area.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have signed this Agreement to take effect as of the date first above written.

CAR GREEN BAY (WI) LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2024, the above-named _____, as _____ of CAR GREEN BAY (WI), LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
this ____ day of _____, 2024

Notary Public, State of _____
My commission expires: _____

[Signatures Continue on Following Page.]

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

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 persons who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
this ____ day of _____, 2024.

Notary Public, State of Wisconsin
My commission expires: _____

This document was drafted by:
Godfrey & Kahn, S.C.
Attn: Rebecca Hamrin
100 W. Lawrence Street
Appleton, WI 54911

EXHIBIT A

Parcel A Legal Description

Lot One (1) of Certified Survey Maps, Map Number 9499, as Document Number 3012277; said Map being all of Lot 2 of Volume 53, Certified Survey Maps, Page 232, Map Number 7761, as Document Number 2351420, Brown County Records, located in Part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin.

Tax Key No.: 21-22

EXHIBIT B

Easement Area Legal Description

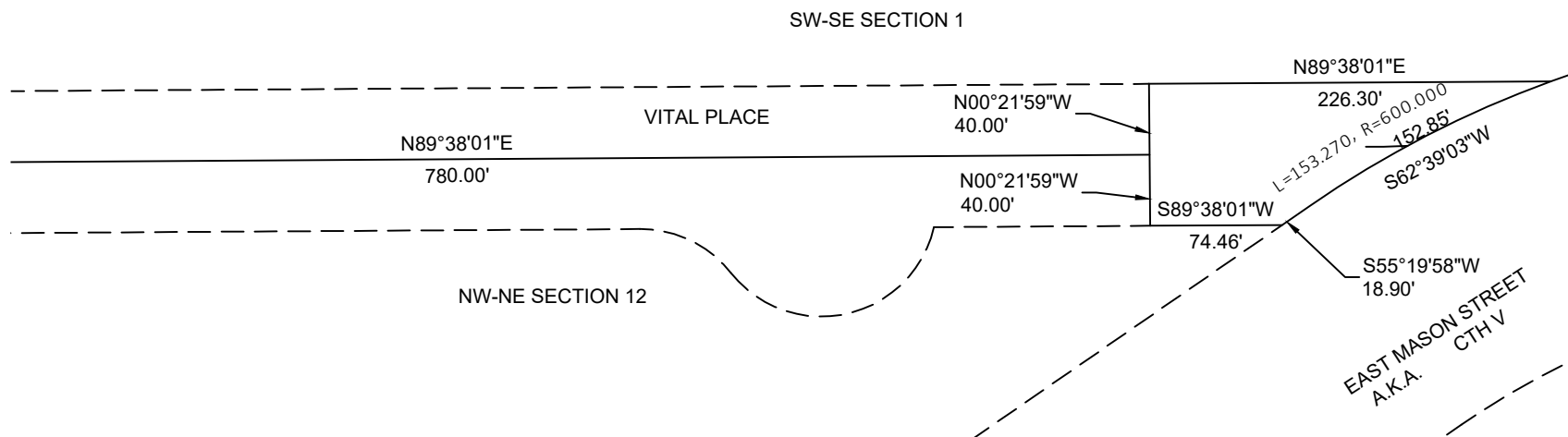
Part of the Southwest Quarter of the Southeast Quarter (SW1/4-SE1/4) of Section 1, and part of the Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4), of Section 12, all in T23N-R21E, in the City of Green Bay, Brown County, State of Wisconsin.

LEGAL DESCRIPTION FOR VITAL PLACE

Commencing at the South 1/4 Corner of Section 1, T23N-R21E, also being the centerline of Vital Place and Grandview Road;
Thence N89°38'01"E, along the South line of the Southwest 1/4 of the Southeast 1/4 said Section 1, a distance of 780.00 feet to the POINT OF BEGINNING;
Thence N00°21'59"W 40.00 feet to the North right of way line of Vital Place;
Thence N89°38'01"E, along said North right of way line, a distance of 226.30 feet to the Northerly right of way line of East Mason Street, a.k.a. CTH V;
Thence 153.27 feet along said Northerly right of way line, being the arc of a 600.00 foot radius curve to the left whose long chord bears S62°39'03"W, 152.85 feet;
Thence S55°19'58"W, along the Northwesterly right of way line of East Mason Street, a.k.a. CTH V, a distance of 18.90 feet to the South right of way line of Vital Place;
Thence S89°38'01"W, along said South right of way line, a distance of 74.46 feet;
Thence N00°21'59"W, 40.00 feet to said South line and the POINT OF BEGINNING.

Part of the Southwest Quarter of the Southeast Quarter (SW1/4-SE1/4) of Section 1, and part of the Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4), of Section 12, all in T23N-R21E, in the City of Green Bay, Brown County, State of Wisconsin.

EXHIBIT C
DEPICTION OF EASEMENT AREA



LEGAL DESCRIPTION FOR VITAL PLACE

Commencing at the South 1/4 Corner of Section 1, T23N-R21E, also being the centerline of Vital Place and Grandview Road;
 Thence $N89^{\circ}38'01''E$, along the South line of the Southwest 1/4 of the Southeast 1/4 said Section 1, a distance of 780.00 feet to the **POINT OF BEGINNING**;
 Thence $N00^{\circ}21'59''W$ 40.00 feet to the North right of way line of Vital Place;
 Thence $N89^{\circ}38'01''E$, along said North right of way line, a distance of 226.30 feet to the Northerly right of way line of East Mason Street, a.k.a. CTH V;
 Thence 153.27 feet along said Northerly right of way line, being the arc of a 600.00 foot radius curve to the left whose long chord bears $S62^{\circ}39'03''W$, 152.85 feet;
 Thence $S55^{\circ}19'58''W$, along the Northwestern right of way line of East Mason Street, a.k.a. CTH V, a distance of 18.90 feet to the South right of way line of Vital Place;
 Thence $S89^{\circ}38'01''W$, along said South right of way line, a distance of 74.46 feet;
 Thence $N00^{\circ}21'59''W$, 40.00 feet to said South line and the **POINT OF BEGINNING**.



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

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # M.8

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

- A. Granting of Licenses
 - I. Sidewalk Builder
 - a. Precision Flatwork

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # N.1

To hold a 2024-25 massage establishment license at 1136 W Mason until the next meeting with an interpreter on behalf of the City is present.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1136 W Mason Floor Plan
2. 1136 W Mason Govt ID
3. 1136 W Mason Massage License
4. Background Check Approval
5. Massage Establishment License Application

Massage Room 2

20' 6" x
11' 4"

4' 3" x
6' 2"

Entrance

Waiting Area

26' 2" x
11' 3"

massage
Room 1

11' 3" x
12' 2"

56' 6" x
4' 0"

Hallway

Hallway

men's
room

4' 5" x 5' 2"

ladies
room

7' 9" x 5' 3"



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

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # N.2

To approve an application for a Class "B" Beer & "Class C" Wine license for Los Tejados Mexican Restaurant, LLC at 2235 Main St. Suite A with a license premises description as UNDER THE COUNTER, PREP AREA, UNDER cabinets, FRIDGE," with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024-07-31-LIQUOR LICENSE 2235 MAIN ST.



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

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # N.3

To approve an application for a "Class B" Liquor and Class "B" Beer license for The Daily Buzz @ The Bellin LLC at 130 E. Walnut St. with a license premises description "1st, 2nd 9th floors of bellin building and enclosed outdoor area south of building," (Currently licensed as The Daily Buzz, LLC).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2024-08-29 LIQUOR LICENSE APPLICATION
2. outdoor patio



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

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # N.4

To deny an application for an available "Class B" Liquor and Class "B" Beer license for the Rivercrest, LLC at 201 Main St. with a license premises description as "CATERING KITCHEN/BAR SERVICE/DINING TABLES/DANCEFLOOR/PUB TABLE/BRIDAL SUITES/BAR/BACKRM," due the opening date outside the 60-day ordinance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2024-07-31 LIQUOR LICENSE-201 main st
2. 2024-09-05 liquor license
3. 2024-08-15 and 2024-07-31 e-mails



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

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # N.5

To approve an extension request for the issuance of the Class "B" Beer and "Class C" Wine license at 1593 W. Mason St. to October 31, 2024 due to delays in an installation of a kitchen hood (license granted at the May 21, 2024 Common Council Meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. extension request



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

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # N.6

Informational Only: Liquor Violation Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 23-24LiqVio 9.04.24
2. Comm Police P&P 09.04.24

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
Julio S. Govea-Cisernos 24-234142 2423414255701	Fiesta Latina 1911 University Ave	Violation of Stipulation/Agreement	Court Date: 7/25/24
Jason E. Charles 24-223494 2422349450301	The Getaway Bar 631 Bellevue St	Failure to Appear for Correction Meeting	Court Date: 7/31/24

CITY OF GREEN BAY POLICE DEPARTMENT

TO: PROTECTION AND POLICY COMMITTEE

FROM: COMMUNITY POLICING

DATE: September 4, 2024

From August 14, 2024 to September 4, 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 YOUNG
DISTRICT POLICING**

kc



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

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # N.7

Informational Only: The Clerk's Licensing Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024-09-05 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 September 5, 2024

License Type	Company Name	Trade Name	Address	Approver
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. Second waiver requested and reviewed a June 3 P&P Meeting. Extension expires September 1.
Class B Beer Class C Wine	GREEN BAY KOI, INC	KOI RAMEN	1593 W MASON ST	PAYMENT, INSPECTIONS. GRANTED AT COUNCIL MAY 21, 2024. Notice from Clerk's Office for extension request sent 8/14/2024, applicant submitted 8/19/2024 and request to be considered at the September 17 Council Meeting. Extension request requested until October 31, 2024.
Class A Liquor and Class A Beer	Mason Beverages, LLC	Mason Beverages	1117 W. Mason St.	Granted 7/22/2024

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 of Green Bay cannot take any more applications for an available liquor license at this time.

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.

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 Daily Buzz, LLC at 130 E. Walnut, The Legacy Green Bay, LLC at 1004 Brett Favre Pass, Vast Properties Group, LLC, at 401 N. Washington St., and Fiesta Latina Restaurant Bar, LLC at 1911 University Ave).

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**

September 17, 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

Aiken, Tara J	Lemieux, Jayla R	Verhasselt, Adam D
Baranczyk, Myron J	Martin, Melissa S	Viedu, Holli M
Baudhuin, Jason R	McGregor, Lance E	Wagner, Kevin I
Bohl, Adriana A	McHugh, Tiffany M	Wauters, Jeremy L
Booher, Stevie L	Meert, Janelle N	West, Sharonna I
Boushka, Joseph C	Nelson, Ryan D B	Wiegel, Kyle G
Braggs, Emari L	O'Donoghue, Annaka CJ	Woll, Ashton E
Bridges, Eve T	Oslund, Jennifer L	Zamora, Jonathan R
Bunchek, Isabella C	Paynter, Brittany K	Zich, Renee L
Ciochon, Steven W	Peralta Santos, Karla D	Zold, Breanna M
Cole, Heidi M	Perez Monreal, Oscar D	
Crowe, Jessi L	Perrault, Michael G	
Dempsey, Anna H	Peters, Isacc R	
Diny, Hailey C	Phillips, Bryant J	
Engebos, David J	Ramirez, Daisy S	
Etlicher, Camille L	Rausch, Douglas J	
Falish, Jeanne M	Reetz, Rachel R	
Falish, Marvin D	Rein, Kayla M	
Foster, Brian L	Ruvalcaba Neidl, Yaneth	
Gordon, Derrick G	Saletta, Charles W	
Hegnet, April L	Santos, Noah M	
Hiland, Chad C	Schiebel, Bryan C	
Hilgart, Justice J	Silverwood, Genesis P	
Homer, Nikki R	Singh, Gurinder	
Ibarra Hernandez, Jose D	Singh, Gurjot	
Jackson, Tracy S	Singh, KaranPreet	
John Jr., Brian K	Singh, Satnam	
Johnsen-Duquaine, Cody R	Vallarta Villarreal, Irma	
Kawa, Hailey A	VanDrisse, Lauren E	
Koehn, Connie A	VanRyzin, Christopher J	
Lebo, Sherald L	Vera, Xavien M	



Report to the Green Bay Plan Commission

MEETING DATE

September 17, 2024

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # P.I

To approve the request to rezone the properties located at 1512 N Baird Street, 1522 N Baird Street, 1520 Weise Street, 1524 Weise Street, and 1538 Weise Street from GI General Industrial district to R-1, Low Density Residential district. (ZP 24-27 Public Hearing held September 9, 2024).

BACKGROUND

Primary Address: 1512 N Baird Street, 1522 N Baird Street, 1520 Weise Street, 1524 Weise Street, and 1538 Weise Street

Aldersperson/District: Ald. Prestley, District 6

Reason for Request: The proposed rezoning will best match the existing land use.

Subject: General Industrial (GI) | Single-Family Homes, Two-Family Home and Vacant Land

Surrounding Zoning and Land Uses:

North: Business Park (BP) | Vacant Lots

South: General Industrial (GI) | Mobile Home Court

East: General Industrial (GI) | Mobile Home Court

West: Low Density Residential (RI) | Single Family Homes

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends Low Density Residential uses for this parcel. This rezoning is consistent with this recommendation. The existing zoning, General Industrial, is inconsistent.

Report: The subject area is located on the east side of N Baird Street and south side of Weise Street, just north northwest of the North Baird Trailer Court. This includes five residential lots, ranging in size from 7029 square feet to 22,502 square feet. Of these parcels, two are currently occupied with single-family homes, one has a two-family home, and two are vacant green lots. The existing homes are currently considered legal non-conforming.

Staff views this as a cleanup action. The proposed rezone action would reclassify the two single family homes as permitted uses. The two family home would remain as a legal non-conforming residence. Single and/or two family homes have been on the five lots for decades. Some lots have remained vacant green space as homes were razed in years past. Staff believes future redevelopment of those lots is more akin to low density residential housing rather than a general industrial use. General industrial uses on these small lots directly adjacent to residential housing, while currently permitted, would make for a highly irregular neighborhood dynamic. Additionally, land use bulk requirement standards and setbacks render industrial redevelopment near impossible because of the relationship of residential homes adjacent to all five parcels.

The area to the south is zoned General Industrial but has been a mobile home park for decades. Staff is exploring options for reclassification of the mobile home park to the south and looks to bring forth potential zoning changes in the future to address the current legal non-conforming status of that use in the future.

Due to the future land use designation, geographical relationship to other residential homes, and existing low-density residential uses, staff believes a rezoning to R1 is most appropriate for current and future development.

Ald. Prestley and neighbors within 200 feet have been notified of the meeting based on Plan Commission policy. No inquiries have been made as of the drafting of this report.

RECOMMENDATION

Staff recommends approval of the rezone of the parcels from GI General Industrial to R1 Low Density Residential zoning.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-27 Application
2. 24-27 Property Map



REQUEST FOR CITY ACTION PLAN COMMISSION

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

Location of Property: 1512, 1522 N Baird and 1520, 1524, and 1538 Weise Street

Parcel Number(s): 21-624, 21-625, 21-623, 21-622, 21-619

Petitioner(s): City of Green Bay DCED Date: 8/14/2024

Email: jon.leroy@greenbaywi.gov Phone Number: 920.448.3405

Address: 100 N Jefferson St Room 608 City: Green Bay State: WI Zip: 54301

Property Owner: Multiple Phone Number: _____

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

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

I, Department of Community and Economic Dev., 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: _____ Date: _____

Petitioner Signature(s): _____

Checklist of required attachments:

- Map
- Legal Description
- Applicant Narrative Describing Project
- All Other Pertinent Information

For office use only:

Review Fee: waived

Receipt No.: n/a

Zoning Petition No.: ZP 27-24



- Proposed Rezone Parcels
- 200' Property Owner Notice

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

Rezone (GI to R1) Request

1512 N Baird Street, 1522 N Baird Street, 1520 Weise Street, 1524 Weise Street, and 1538 Weise Street



Report to the Green Bay Plan Commission

MEETING DATE

September 17, 2024

PREPARED BY

David Buck, Staff

AGENDA ITEM # P.2

To approve the request to amend the Smart Growth 2022 Comprehensive Plan for 3315 and 3319 Finger Road from Parks future land use to medium-high density residential future land use. (CPA 24-04 Public Hearing held September 9, 2024).

BACKGROUND

Reason for Request: The proposed comprehensive plan amendment would allow for the future rezoning of the property for multiple-family use. The petitioner's goal is to develop a 40 unit multiple-family building on the two parcels.

Surrounding Zoning and Land Uses:

Subject Property: General Commercial (C1) | Vacant

North: Low Density Residential (R-1) | Public Open Space and Wetlands

South: Varied Density Residential (R3) | Vacant

East: Low Density Residential (R-1) | Public Open Space and Wetlands

West: Low Density Residential (R-1) | Vacant

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends Park use for this property as well as the properties to the north and east. The Comprehensive Plan recommends Commercial uses on the three other corners of the Finger Rd. and S Huron Rd. intersection.

Report: The request for the Future Land-Use alteration includes two parcels (21-43 & 21-44-1) totaling 1.47 acres/64,120 sq ft of area, located at the northeast corner of S Huron Rd and Finger Rd. The two parcels have approximately 270 feet of frontage on S Huron Rd and approximately 290 feet of front on Finger Rd. It is bordered on the north and east by a steep slope environmentally sensitive areas (ESAs) with a 15-foot drop within a 40 linear foot distance, followed by approximately 6 acres of regional water retention area and the 25.8 acre Finger Road Ball Field. The parcels are currently zoned C-1 General Commercial.

It appears that the petitioner, Zieman Commercial Properties LLC, acquired the property from Johnson Bank in 2021 and has marketed it for commercial purposes. At this time, the petitioner is partnering with a local developer and desires to develop a 40-unit apartment building. For this to be accomplished, the property's zoning designation needs to be changed to a district that allows multiple-family dwellings as the C-1 District allows almost exclusively commercial uses, unless situated above the ground floor. As the properties have the Parks future land-use designation, the petitioner is first requesting the future land-use be changed from Parks to Medium-High Intensity Residential, followed by a request to change the zoning from C-1 General Commercial to R-3 Varied Density Residential (a separate item on this meeting's agenda).

The petitioner contends that multiple-family development on the site would complement nearby residential development as well as cater to a wide range of potential residents, including those working in the I-43

Business Center. Staff first contacted the Green Bay Parks Department, who informed us that there are no plans to expand the adjacent park to this location and that they had no issue with altering the future land-use designation. Staff then reviewed the request, analyzing the neighboring and nearby current and future land-uses. Staff does not disagree that multiple-family would be suitable for the subject parcels. We also see the value of this intersection being a commercial node and buffer between the primarily residential areas to the north and east and commercial areas to the south and west. Finger Rd. at this location is a substantial border between these uses and staff does not want to remove the possibility of mixed-use development being permitted here. Therefore, we are not recommending the Future Land-Use to be Medium-High Intensity Residential but to Medium Intensity Retail, Office and Housing. In this way, a zone change to a mixed use district can be placed on the properties that not only would allow multiple-family residential but would accommodate a mixed residential-commercial use or a straight commercial use as the market dictates now or in the future.

Ald. Hutchison, the McAuliffe Park Neighborhood Association and property owners within 200 ft. have been notified of the meeting by mail and a zoning action pending sign has been placed on the property per Plan Commission policy. Staff has not received any inquiries about the request as of the drafting of this report.

RECOMMENDATION

Approval of amending the Comprehensive Plan future land use from Parks use to Medium Intensity Retail, Office and Housing.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-28 Map
2. 24-28 Application and Submission



200' Property Owner Notice

**CPA 24-04 and ZP 24-28
Proposed Comprehensive Plan
Amendment and Zone Change
at 3315-3319 Finger Rd**





City of Green Bay Plan Commission
Date: 8-14-2024

To whom this may concern:

Zieman Commercial Properties is teaming up with GB Real Estate Investments, LLC, to develop a proposed 40 unit multifamily apartment building on two tax parcels that Zieman Commercial Properties, LLC currently owns at the NEC of Huron and Finger Roads.

This brief narrative is being submitted concurrently as requested in the formal *RFCA*.

We are requesting that the City of Green Bay rezone the properties to R-3 to allow for multifamily development to occur on the site. When combined, the parcels will create a 1.47-acre site hugging this corner. The site is currently vacant and zoned commercial, situated west of the city ball fields.

(As part of the overall permitting process, we will request that a lot combination formally be approved to combine the two parcels into one).

Multifamily development on this site would complement nearby residential development, as well as cater to a wide range of potential residents—including those working in the nearby I-43 Business Center.

The proposed 40-unit building would be 60 x 250 in length and width, which fits nicely on this site with ample parking and a water retention pond to the north.

Ted Zieman

A handwritten signature in black ink, appearing to read 'Ted Zieman', is positioned above the printed name and title.

Zieman Commercial Properties, LLC
President

21-44
J08658-32
25.811 AC

SHURON RD

100

~~3~~

~~FINGER RD~~

ZIEMAN COMMERCIAL PROPERTIES LLC

ZIEMAN COMMERCIAL
PROPERTIES LLC

ZIEMAN COMMERCIAL
PROPERTIES LLC

GREEN BAY
CITY OF



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: 3315 & 3319 Finger Road

Parcel Number(s): 21-43 & 21-44-1

Petitioner(s): Zieman Commercial Properties, LLC

Date: 8-13-24

Email: ted@ziemanproperties.com

Phone Number: 920-246-8475

Address: 4218 Willow Brook Road

City: De Pere

State: WI

Zip: 54115

Property Owner: Zieman Commercial Properties, LLC

Phone Number: 920-246-8475

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, Ted Zieman, 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: _____

Statement of Authority

Date: 8-13-24

Petitioner Signature(s): _____

Ted Zieman

Checklist of required attachments:

- Map
- Legal Description
- Applicant Narrative Describing Project
- All Other Pertinent Information

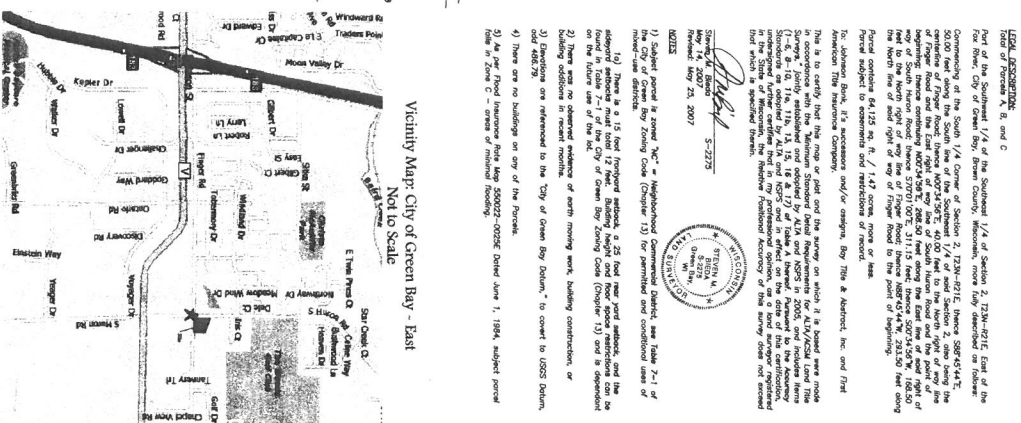
For office use only:

Review Fee: _____

Receipt No.: _____

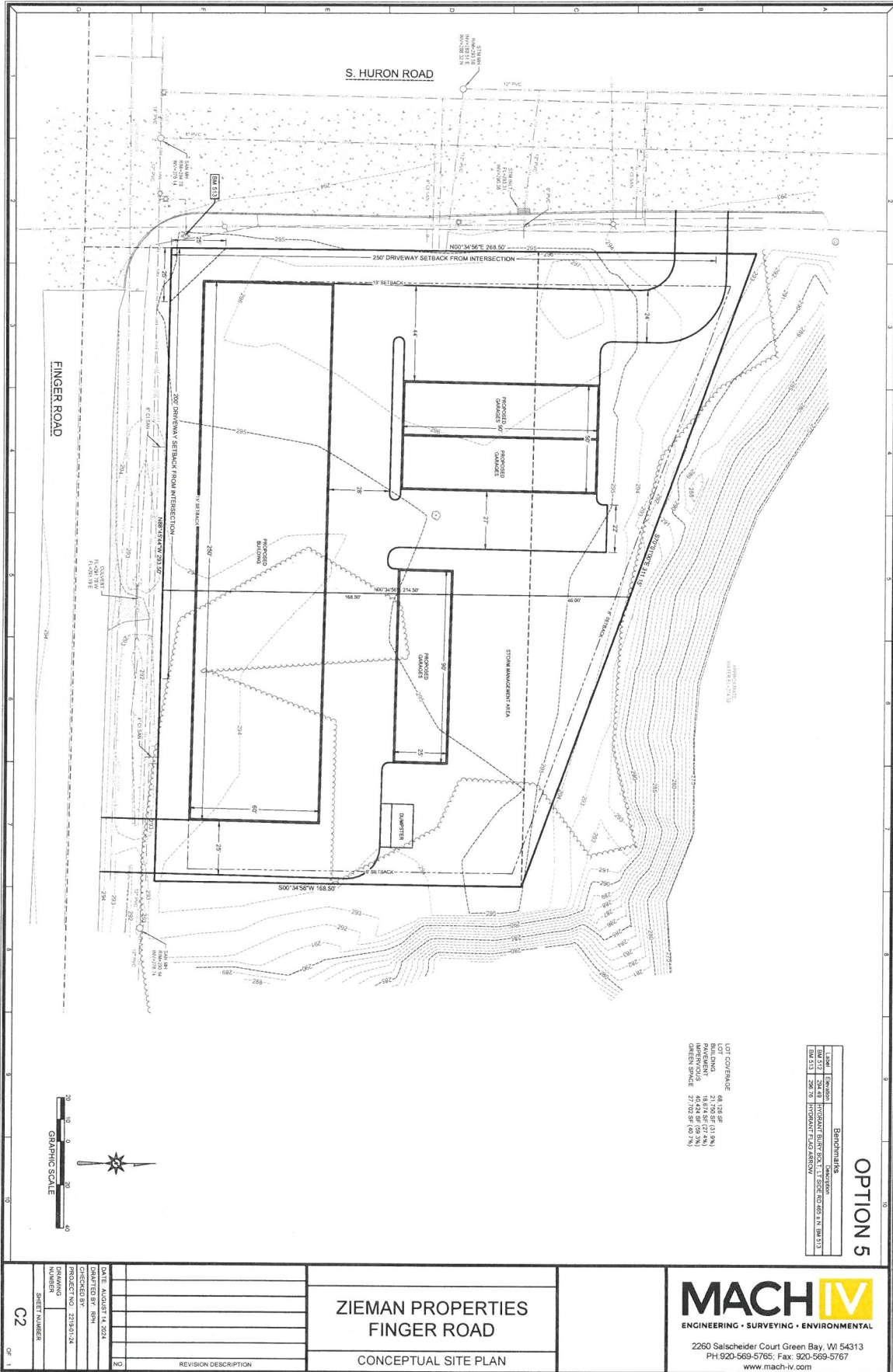
Zoning Petition No.: _____

*Part of the Southwest 1/4 of the Southeast 1/4 of Section 2, T23N-R21E, East of the
Fox River, City of Green Bay, Brown County, Wisconsin*



DRAWING NO. S-1616	SHEET NO. 1 of 1	SCALE: 1" = 30'		DRAWING NO. DBT	ALTA/ACSM Land Title Survey	REUSE OF THIS DOCUMENT All rights including copyright are reserved by the Surveyor. No part of this document may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without written permission from the Surveyor.	UTILITY ESTIMATION The underground utilities shown have been located from field survey information and existing utility drawings. The accuracy of these data are warranted but the underground utilities shown are not the same as those actually in the ground. The user is advised that the user is not to be held responsible for the information provided. The Surveyor has not physically located the utilities indicated, except as shown by the information available. The Surveyor has not located the utilities shown by the information available. The Surveyor has not located the utilities shown by the information available. The Surveyor has not located the utilities shown by the information available.	MAU & ASSOCIATES LAND SURVEYING CIVIL & WATER RESOURCES 400 Security Boulevard • Suite 200 Phone: 920-434-9677
		TAX PARCEL NO. 21-43 & 21-44-1	File: F-19306.ALTA.050907.dwg					

Associates— 
G & PLANNING
RCE ENGINEERING
 Green Bay, Wisconsin 54313
 Fax: 920-434-9672



New I-43 Business Park-Area Multifamily Development



Proudly offered by:
GB Real Estate Investments, LLC
Zieman Commercial Properties, LLC



This is a similar development that was recently done in Kaukauna that we will model this project after. Pictures are for example reference only.





Report to the Green Bay Plan Commission

MEETING DATE

September 17, 2024

PREPARED BY

David Buck, Staff

AGENDA ITEM # P.3

To approve the request for a rezone at 3315 and 3319 Finger Road from General Commercial (C1) to Varied Density Residential (R3) submitted by Ted Zieman of Zieman Commercial Properties, LLC; applicant and property owner. (ZP 24-28 Public Hearing held September 9, 2024).

BACKGROUND

Reason for Request: The proposed zone change would permit the development of multiple-family use. The petitioner's goal is to develop a 40 unit multiple-family building on the two parcels.

Surrounding Zoning and Land Uses:

Subject Property: General Commercial (C1) | Vacant

North: Low Density Residential (R-1) | Public Open Space and Wetlands

South: Varied Density Residential (R3) | Vacant

East: Low Density Residential (R-1) | Public Open Space and Wetlands

West: Low Density Residential (R-1) | Vacant

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends Park use for this property as well as the properties to the north and east. The comp plan recommends Commercial uses on the three other corners of the Finger Rd. and S Huron Rd. intersection.

Report: The request for the Future Land-Use alteration includes two parcels (21-43 & 21-44-1) totaling 1.47 acres/64,120 sq ft of area, located at the northeast corner of S Huron Rd and Finger Rd. The two parcels have approximately 270 feet of frontage on S Huron Rd and approximately 290 feet of front on Finger Rd. It is bordered on the north and east by a steep slope environmentally sensitive areas (ESAs) with a 15-foot drop within a 40 linear foot distance, followed by approximately 6 acres of regional water retention area and the 25.8-acre Finger Road Ball Field. The parcels are currently zoned C-1 General Commercial.

It appears that the petitioner, Zieman Commercial Properties LLC, acquired the property from Johnson Bank in 2021 and has marketed it for commercial purposes. At this time, the petitioner is partnering with a local developer and desires to develop a 40-unit apartment building. For this to be accomplished, the property's zoning designation needs to be changed to a district that allows multiple-family dwellings as the C-1 District allows almost exclusively commercial uses, unless situated above the ground floor. As the properties have the Parks future land-use designation, the petitioner is first requesting the future land-use be changed from Parks to Medium-High Intensity Residential (a separate item on this meeting's agenda) followed by this request to change the zoning from C-1 General Commercial to R-3 Varied Density Residential.

The petitioner contends that multiple-family development on the site would complement nearby residential development as well as cater to a wide range of potential residents, including those working in the I-43

Business Center. Staff reviewed the request, analyzing the neighboring and nearby zoning. Staff does not disagree that multiple-family would be suitable for the subject parcels. We also see the value of this intersection being a commercial node and buffer between the primarily residential areas to the north and east and commercial areas to the south and west. Finger Rd at this location is a substantial border between these uses and has almost 600 feet of arterial roadway frontage, so staff does not want to remove the possibility of commercial or mixed-use development being permitted here. Therefore, we recommend the Future Land-Use to be Medium Intensity Retail, Office and Housing. In this way, the zone change can be to a mixed-use district that would not only allow multiple-family residential, but would accommodate a mixed residential-commercial use or a straight commercial use as the market dictates now or in the future. Staff is recommending the properties zoning be changed from C-I General Commercial to NC Neighborhood Commercial. The NC Neighborhood Commercial District permits multiple-family uses at the same density as the R-3 Varied Density District but also allows mixed-use and many other non-residential uses such as offices, accommodation and food service, commercial recreation and entertainment, and service and retail businesses.

Ald. Hutchison, the McAuliffe Park Neighborhood Association and property owners within 200 ft. have been notified of the meeting by mail and a zoning action pending sign has been placed on the property per Plan Commission policy. Staff has not received any inquiries about the request as of the drafting of this report.

RECOMMENDATION

Approval of the request to rezone the property from General Commercial (CI) to Neighborhood Commercial District (NC).

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-28 Map
2. 24-28 Application and Submission



City of Green Bay Plan Commission
Date: 8-14-2024

To whom this may concern:

Zieman Commercial Properties is teaming up with GB Real Estate Investments, LLC, to develop a proposed 40 unit multifamily apartment building on two tax parcels that Zieman Commercial Properties, LLC currently owns at the NEC of Huron and Finger Roads.

This brief narrative is being submitted concurrently as requested in the formal *RFCA*.

We are requesting that the City of Green Bay rezone the properties to R-3 to allow for multifamily development to occur on the site. When combined, the parcels will create a 1.47-acre site hugging this corner. The site is currently vacant and zoned commercial, situated west of the city ball fields.

(As part of the overall permitting process, we will request that a lot combination formally be approved to combine the two parcels into one).

Multifamily development on this site would complement nearby residential development, as well as cater to a wide range of potential residents—including those working in the nearby I-43 Business Center.

The proposed 40-unit building would be 60 x 250 in length and width, which fits nicely on this site with ample parking and a water retention pond to the north.

Ted Zieman

A handwritten signature in black ink, appearing to read 'Ted Zieman', is positioned above the printed name and title.

Zieman Commercial Properties, LLC
President

21-44
J08658-32
25.811 AC

SHURON RD

100

3

~~FINGER RD~~

ZIEMAN COMMERCIAL PROPERTIES LLC

ZIEMAN COMMERCIAL
PROPERTIES LLC

ZIEMAN COMMERCIAL
PROPERTIES LLC

GREEN BAY
CITY OF



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: 3315 & 3319 Finger Road

Parcel Number(s): 21-43 & 21-44-1

Petitioner(s): Zieman Commercial Properties, LLC

Date: 8-13-24

Email: ted@ziemanproperties.com

Phone Number: 920-246-8475

Address: 4218 Willow Brook Road

City: De Pere

State: WI

Zip: 54115

Property Owner: Zieman Commercial Properties, LLC

Phone Number: 920-246-8475

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, Ted Zieman, 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: _____

Statement of Authority

Date: 8-13-24

Petitioner Signature(s): _____

Ted Zieman

Checklist of required attachments:

- Map
- Legal Description
- Applicant Narrative Describing Project
- All Other Pertinent Information

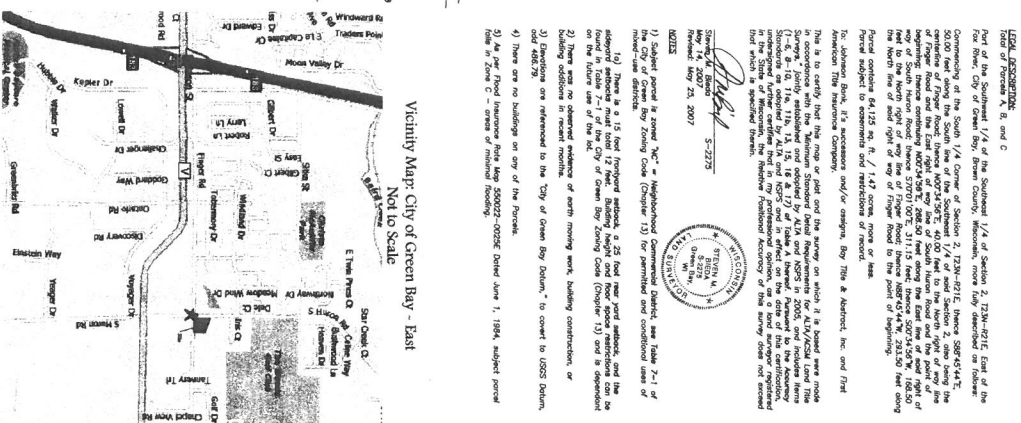
For office use only:

Review Fee: _____

Receipt No.: _____

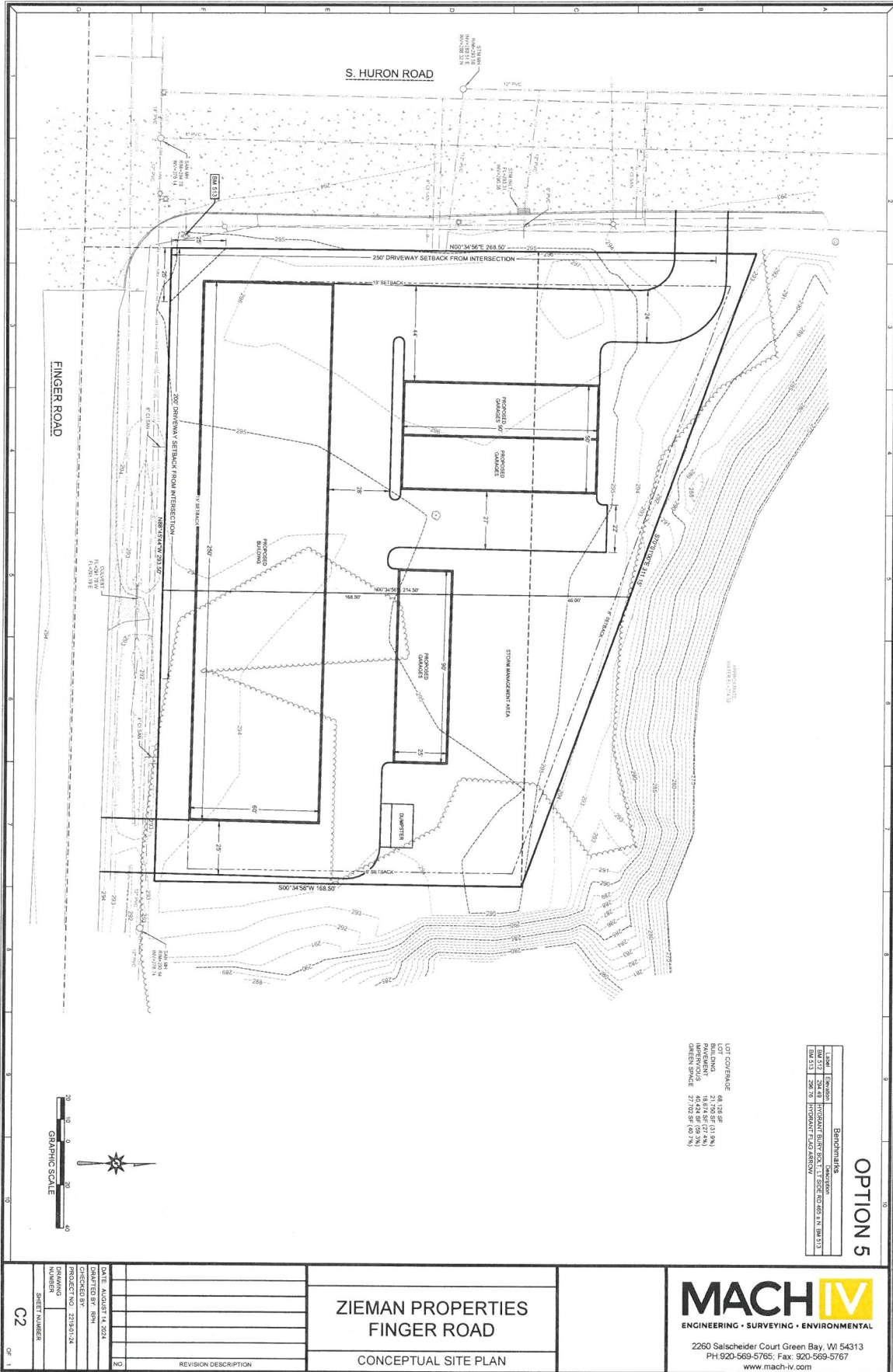
Zoning Petition No.: _____

*Part of the Southwest 1/4 of the Southeast 1/4 of Section 2, T23N-R21E, East of the
Fox River, City of Green Bay, Brown County, Wisconsin*



DRAWING NO. S-1616	SHEET NO. 1 of 1	SCALE: 1" = 30'		DRAWING NO. DBT	ALTA/ACSM Land Title Survey	REUSE OF THIS DOCUMENT All rights including copyright are reserved by the Surveyor. No part of this document may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without written permission from the Surveyor.	UTILITY ESTIMATION The underground utilities shown have been located from field survey information and existing utility drawings. The accuracy of these data are warranted but the underground utilities shown are not the same as those actually in the ground. The user is advised that the user is not to be held responsible for any damage caused by the use of the information provided. The Surveyor has not physically located the utilities indicated in accordance with the information provided. The Surveyor does not warrant, either in writing or otherwise, the accuracy, completeness, or reliability of the information provided. The Surveyor does not warrant, either in writing or otherwise, the accuracy, completeness, or reliability of the information provided. The Surveyor does not warrant, either in writing or otherwise, the accuracy, completeness, or reliability of the information provided.	MAU & ASSOCIATES, INC. LAND SURVEYING CIVIL & WATER RESOURCES 400 Security Boulevard • Suite 200 Ft. Lauderdale, FL 33304 Phone: 920-434-9677 FAX: 920-434-9678 E-MAIL: mau@mauassoc.com WWW: www.mauassoc.com
		TAX PARCEL NO. 21-43 & 21-44-1	File: F-19306.ALTA.050907.dwg					

Associates— 
G & PLANNING
RCE ENGINEERING
 Green Bay, Wisconsin 54313
 Fax: 920-434-9672



New I-43 Business Park-Area Multifamily Development



Proudly offered by:
GB Real Estate Investments, LLC
Zieman Commercial Properties, LLC



This is a similar development that was recently done in Kaukauna that we will model this project after. Pictures are for example reference only.





Report to the Green Bay Plan Commission

MEETING DATE

September 17, 2024

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # P.4

To approve the request for a Conditional Use Permit to construct a two-family residential building in an Office Residential (OR) district at 418 Fourth Street (Parcel 2-176), 400 block of Fourth Street (Parcel 2-177), 821 S Chestnut Avenue (Parcel 2-178), and 815 S Chestnut Avenue (Parcel 2-178-A). (ZP 24-29 Public Hearing held September 9, 2024).

BACKGROUND

Primary Address: 418 4th Street, 400 Block of 4th Street, 821 S. Chestnut Avenue, and 815 S. Chestnut Avenue

Alderson/District: Ald. Johnson, District 9

Reason for Request: To establish a two-family use (semi-detached) in the Office-Residential (OR) District

Surrounding Zoning and Land Uses:

Subject: Office-Residential (OR) | Vacant and Garage

North: None; Right-of-Way (Broadway/Mason Ramp)

South: Office-Residential (OR) | Single and Two-Family Homes

East: General Commercial (C-1) | Vacant and Commercial Uses

West: Low-Density Residential (R1) | Single and Two-Family Homes

Comprehensive Plan: The 2022 Smart Growth Plan currently designates this area for Medium Intensity Retail, Office or Housing. The CUP request is consistent with the recommendations of the Comprehensive Plan.

Report: The subject request is located on the northeast corner of S. Chestnut Avenue and 4th Street and is zoned Office-Residential (OR). The affected parcels include 418 4th Street, 400 Block of 4th Street, 821 S. Chestnut Avenue, and 815 S. Chestnut Avenue. The four parcels are owned by the Redevelopment Authority (RDA) of the City of Green Bay. Neighborworks has a Developer's Agreement in place with the RDA for these parcels. Neighborworks is proposing to combine the parcels into one large parcel and build one, five-unit building and one, two-unit building. These will be owner-occupied and platted as a condominium, which is an update to the submitted narrative. The two-unit building requires a Conditional Use Permit (CUP) in the OR zoning district. The OR zoning district encourages higher density residential uses, which is why single and two-family dwellings require a CUP but three or more-unit buildings are permitted by right.

Conditional use approval may be recommended by the Plan Commission with reasonable consideration of the following:

1. The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger 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 Section 44-83 within the Municipal Code.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable City ordinances.

The OR zoning district is a transitional mixed-use district. In this case, the subject property serves as a transition from the General Commercial District (C-1) on Broadway to the Low-Density Residential District west of S. Chestnut. Staff believes the two-family, semi-detached dwelling, together with the other five-unit building proposed on the site, achieves the desired density for housing in the OR zoning district. Table 18-3 in the 2022 Smart Growth Plan states that the desired density for Medium-High Density Housing is expected to be greater than 8 units per acre. This development is on 0.45 acres and will have 7 units. Furthermore, staff feels the project meets the CUP criteria for approval.

Ald. Johnson and adjacent property owners within 200 ft. of the subject area have been notified of the request. There have been no inquiries regarding this request as of the drafting of this report.

RECOMMENDATION

Approval of the request, subject to the following conditions:

1. The subject site has a minimum of seven total units (1, 5-unit building and 1, 2-unit building).
2. Compliance with the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-29 Application
2. ZP 24-29 Map
3. ZP 24-29 Narrative and Site Plan
4. Table 18-3, 2022 Smart Growth Plan



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: Northeast corner of 4th Street and S. Chestnut Avenue

Parcel Number(s): 2-176,2-177,2-178,2-178-A

Petitioner(s): NeighborWorks Green Bay Date: 8/1/2024

Email: david@nwggreenbay.org Phone Number: 920-593-3709

Address: 437 S. Jackson Street City: Green Bay State: WI Zip: 54301

Property Owner: City of Green Bay Redevelopment Authority Phone Number: 920-448-3400

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, David Erickson for NeighborWorks Green Bay, 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)
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- ☐ Approve Final Condominium Plat (\$150.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)
- ☐ Development District Map Amendment (\$200.00 Administration Fee)
- ☐ Official Map Amendment (\$200.00 Administration Fee)
- ☐ Plat of Right-of-Way (\$200.00 Administration Fee)
- ☐ Discontinue a Public Utility Easement (\$200.00 Administration Fee)
- ☐ Street Name Change (\$200.00 Administration Fee)
- ☐ Declare City Property "City Surplus" (\$200.00 Administration Fee)
- ☐ Vacate a Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Closure of Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Comprehensive Plan Amendments (\$275.00 Review Fee)
- ☐ Other (\$200.00 Administration Fee): _____

Owner Signature: _____ Date: _____

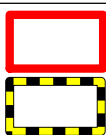
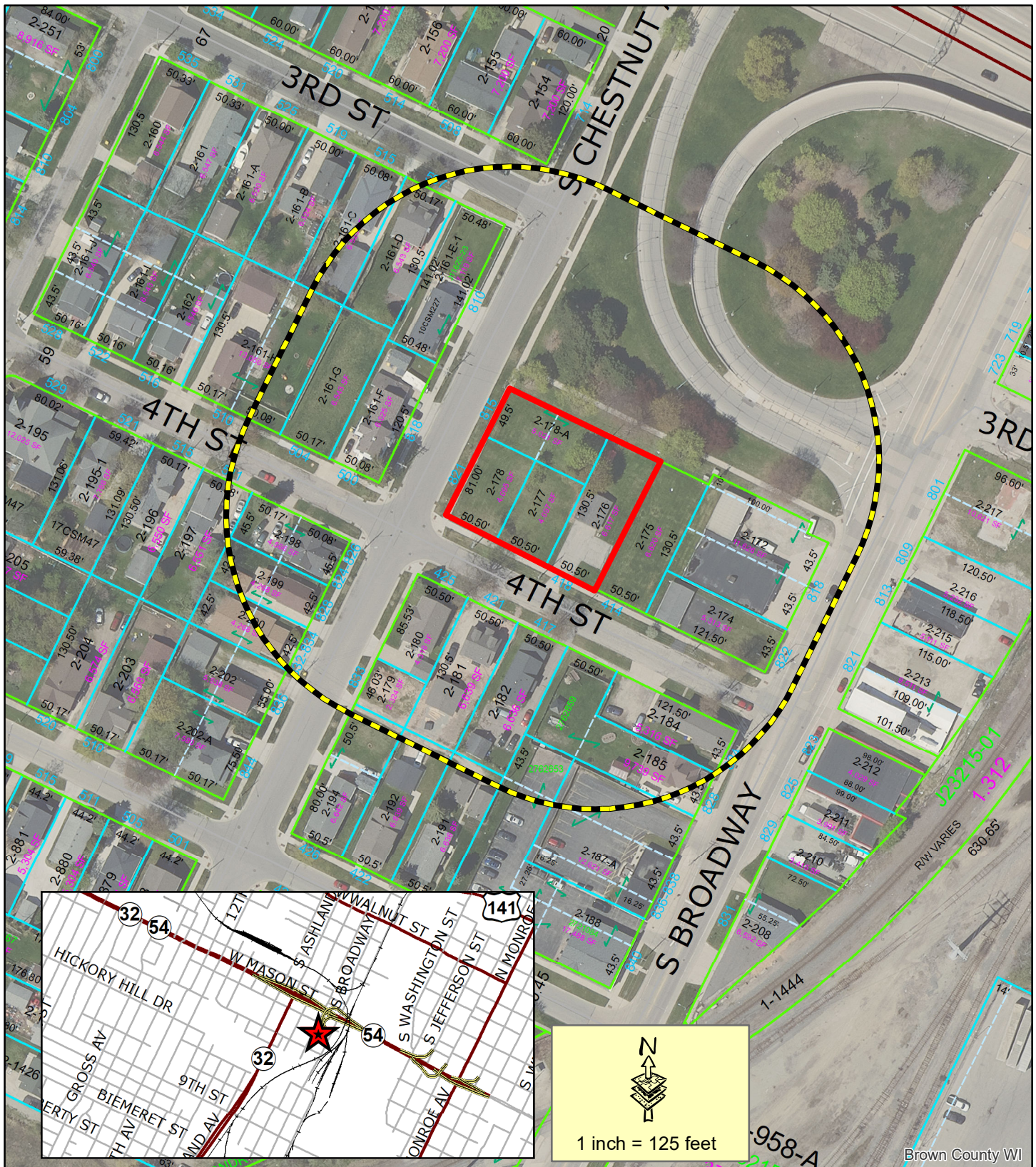
Petitioner Signature(s): David Erickson Digitally signed by David Erickson, DN: cn=David Erickson, o=NeighborWorks Green Bay, ou=City of Green Bay, email=david@nwggreenbay.org, c=US

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.: _____



Subject Area

200' Property Owner Notice

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

JP 24-29

**Conditional Use Permit at
418 4th St, 400 Block of 4th St,
821 S. Chestnut Ave,
815 S. Chestnut Ave**



August 1, 2024

Director Renier-Wigg and members of the Plan Commission
Community and Economic Development Department
100 North Jefferson Street Rm 608
Green Bay, WI 54301-5026

**Re: Conditional Use Permit Request at 4th Street and S. Chestnut Ave, Parcels 2-176, 2-177, 2-178, 2-178-A
Green Bay, WI**

Director Renier-Wigg and members of the Plan Commission,

Please accept the attached Conditional Use Permit request and supporting documents at the northeast corner of 4th Street and S. Chestnut Avenue, (Parcel ID is 2-176, 2-177, 2-178, 2-178-A) with the legal description(s) below. The property is currently owned by The City of Green Bay Redevelopment Authority the zoned OR-Office, Residential with a conditional use permit required.

Legal Description –

Tanks 1st Addition, Blk. H.

- Parcel #2-176, Lot 86 (6,617 Sq. Ft.)
- Parcel #2-177, Lot 87 (4,097 Sq. Ft.)
- Parcel #2-178, Lot 88 (4,095 Sq. Ft.)
- Parcel #2-178-A, Lot 87 (5,021 Sq. Ft.)

As shown in the documents attached, we have developed design and construction documents for a new, seven-unit, zero-lot line, owner occupied, townhome development at the northeast corner of 4th Street South and S. Chestnut Avenue. Each unit will consist of 3-bedrooms, 2.5 bath, and a 2-car garage. Each residence has approximately 1,800 square feet of conditioned space. (See attached preliminary site plan/vicinity map, floor plans and exterior elevations of the area under review).

Based on the OR zoning at these parcel(s), a conditional use permit is required for the 2-unit duplex facing 4th Street South.

NeighborWorks Green Bay has been active in the rental and homeownership market in this neighborhood, and we are excited to bring new, single-family, townhome construction to this neighborhood. A key component of this development includes marketing 4 of the 7 townhomes to households meeting affordability requirements based on HUD guidelines.

Thank you for your consideration.

Sincerely,



David W. Erickson, RA

Director of Real Estate Development

NeighborWorks Green Bay

Email david@nwgreenbay.org

NeighborWorks Green Bay is a donor-supported 501(c)(3) organization.



This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County WI

Part of Brown County WI

Map printed on 11/28/2023

1:1,200

1 inch = 100 feet*

1 inch = 0.0189 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap
- "hooks" indicate parcel ownership crosses a line

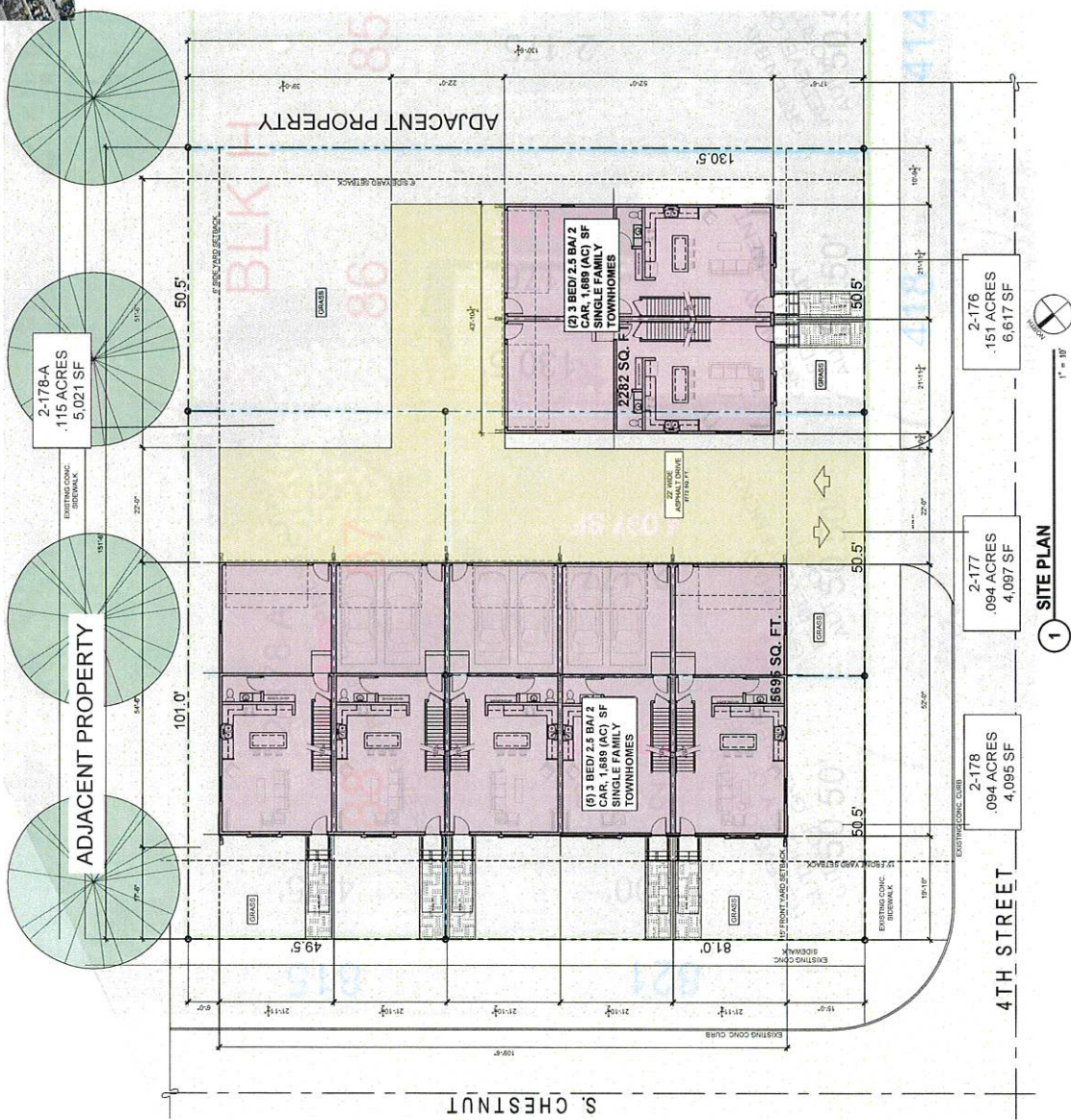
- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend



(920) 448-6480

www.browncountywi.gov



4th Street MULTI-FAMILY
DEVELOPMENT
V.21K.7.2 - (7) Side x Side Residence
Green Bay, WI 54301
Parcels 2-176, 2-177, 2-178, 2-178-A

NOT FOR CONSTRUCTION

ISSUE DATE: 8/1/2024

ISSUED FOR: REVIEW

REVISION LOG

MECHWORKWORKS GREEN BAY

△ △ △

4th Street Multi-Family
GREEN BAY, WI
PROJECT NAME
SHEET NAME
SHEET NUMBER

SITE PLAN

PROJECT NUMBER: -
DRAWN BY: DE
CHECKED BY: TD
SCALE: AS NOTED

0.20

4th Street Multi-Family
DEVELOPMENT
v.21j.7.2 - (7) Side x Side Residence
Green Bay, WI 54301
Lots 2-176, 2-177, 2-178, 2-178-A

NOT FOR CONSTRUCTION

ISSUE DATE: 5/8/2024
ISSUED FOR: REVIEW
REVISION LOG

2 NEIGHBORWORKS GREEN BAY

4th Street Multi-Family
GREEN BAY, WI
PROJECT NAME

EXTERIOR ELEVATIONS

SHEET NAME

PROJECT NUMBER: -

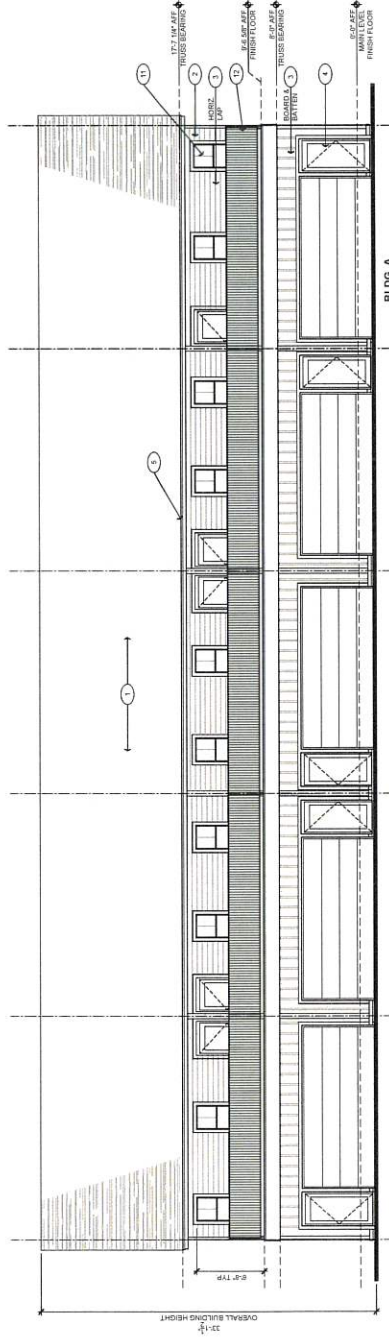
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SCALE AS NOTED

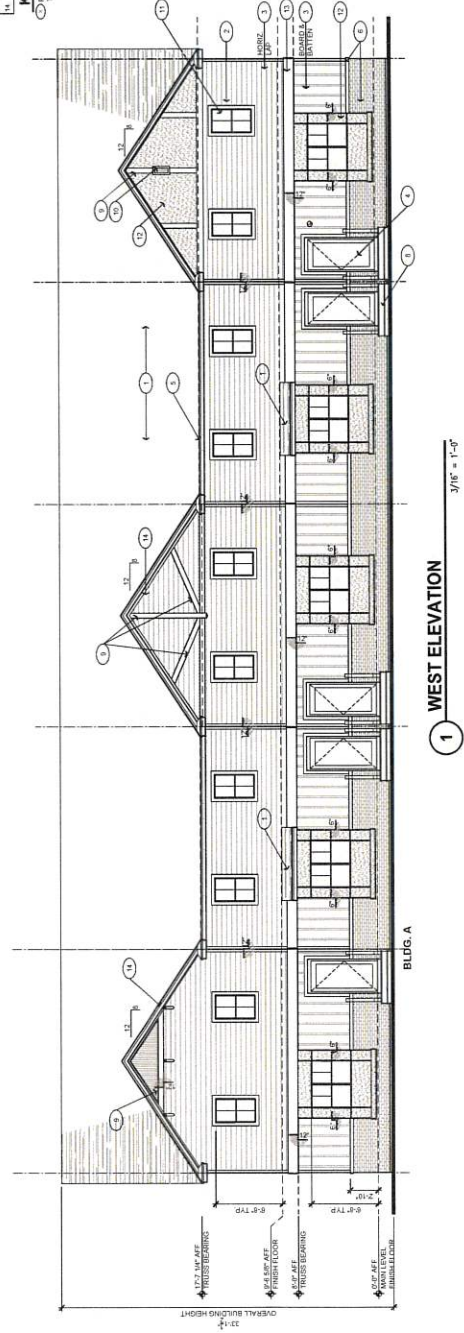
2.10

SHEET NUMBER



1. DIMENSIONAL UNITS: UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN FEET AND INCHES (F'-INCHES).
2. EXTERIOR FINISHES: UNLESS OTHERWISE SPECIFIED, ALL EXTERIOR FINISHES ARE TO BE COMPLETED BY THE OWNER.
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KEY NOTES
1. REFERENCED BY THE SYMBOL
2. THE STREET FRONT



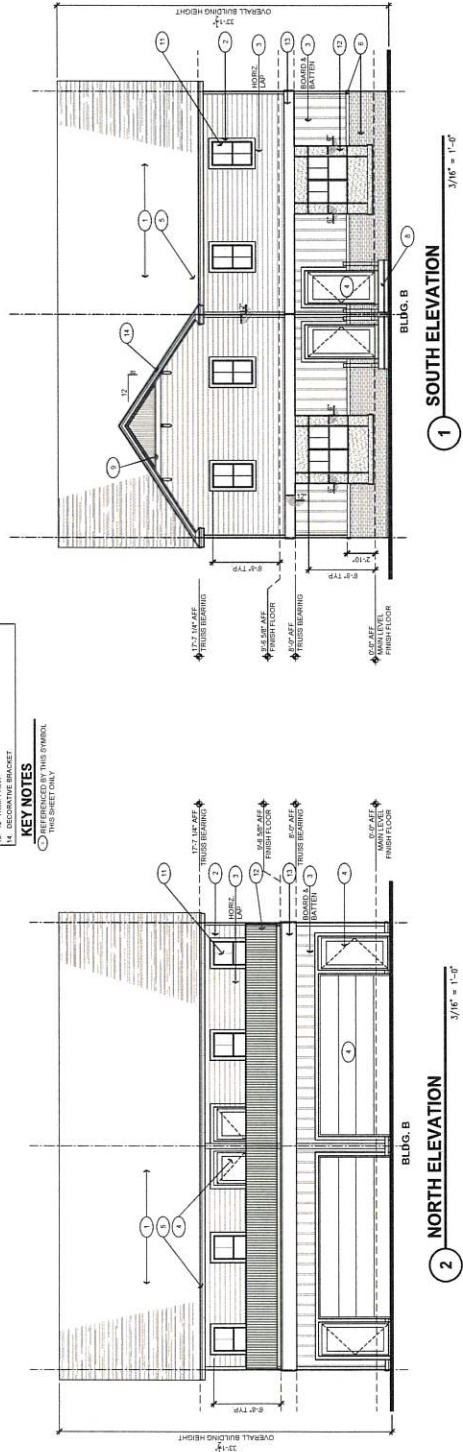


Table 18-3: Land Use Plan Categories and Proposed Zoning Map Categories

Land Use Plan Map Category	Land Uses	Potential Zoning Districts
Low Density Housing	The Low Density Housing category includes single-family housing and limited two-family housing plus currently existing small neighborhood-oriented retail or service businesses. Allowable densities range from approximately 4 to 8 housing units per gross acre, with lot sizes in the range of 5,000 to 13,000 square feet.	R1A Low Density Residential R1B Low Density Residential
Low and Medium Density Housing	This category includes single- and two-family housing plus carefully integrated townhouses or other housing forms with individual outdoor entrances and not more than 8 housing units per building. Allowable densities range up to approximately 10 housing units per gross acre.	R1B Low Density Residential R2 Medium Density Residential
Medium and High Density Housing	Townhouses. 4-, 6- and 8-unit buildings with individual exterior entrances, and all forms of apartment buildings are included in this category, which has been located where there is good traffic access, between Low-Density Housing and non-residential land uses, and at high-amenity locations such as the greenways or parkways. The density is expected to be greater than 8 housing units per net acre.	R2 Medium Density Residential R3 Varied Density Residential
Traditional Neighborhood Development	This category includes a variety of housing units, types and densities along with small-scale retail businesses and offices, sometimes in mixed-use buildings. All buildings are set close to the sidewalk with doors and windows facing the street. Parking is to the rear. Streets are narrow and include sidewalks and trees in the terrace. Parks and other public spaces are carefully designed as neighborhood focal points.	NC Neighborhood Center TND Traditional Neighborhood Development
Medium Intensity Retail, Office or Housing	This mixed category indicates that a variety of commercial and/or mid-or high-density housing may be appropriate at major intersections and along certain road corridors. It is not possible in this plan to indicate exactly which land parcels should be designated for each of these land uses; that determination should be made as the zoning maps are refined and as development applications come forward. Since these land uses may have differing impacts on adjacent low-density housing and on traffic generation, the site planning guidelines of this plan and the regulations of the zoning ordinance must be observed during the site planning process. Consistent with the plan policy of generally increasing the compactness of urban development, housing may be combined in the same building or closely integrated on the same site with retail or office space.	OR Office Residential NC Neighborhood Center D Downtown General Commercial

Land Use Plan Map Category	Land Uses	Potential Zoning Districts
High Intensity Retail, Office or Housing	This category is similar to the Medium Intensity Retail, Office and Housing category except that the density and intensity of land development is expected to be greater. Policies call for mixed- and multiple-land uses on any given site, with major consideration given to creating attractive pedestrian spaces and streetscapes, and shared or public open spaces.	OR Office Residential D Downtown C1 General Commercial
Commercial	Businesses providing retail trade or services for individuals or businesses.	C1 General Commercial C2 Highway Commercial C3 Community Center Commercial
Downtown	This land use category allows and promotes high-intensity office, retail, housing, entertainment, convention and public land uses, preferably in mixed-use buildings with strong pedestrian orientations.	D Downtown
Business Park	Office buildings, office-showroom, and light industrial buildings in landscaped “campus” settings with hidden truck docks and no outdoor storage are allowed in this category. This category is intended to be a more attractive alternative to conventional light industrial areas. The emphasis is on the office instead of the industrial component.	BP Business Park
Light Industry, Office and Office-Warehouse	Manufacturing, assembly, office and warehousing activities are included in this category.	LI Light Industrial
General Industry, Transportation and Utilities	This category includes industry that involves railroad service, heavy truck traffic, extensive outdoor storage, noise or odors, and the handling of raw materials. It also includes railroad yards, outdoor truck parking, the power plant and the sewage treatment plant.	GI General Industrial
Schools	Includes public and private schools and colleges	P Public I Institutional
Other Public and Semi-Public Buildings	This category includes public buildings and public facilities, buildings for private organizations that are supported heavily by public funds and donations (e.g., museums), hospitals and closely associated medical clinics (even though they may be privately owned), places of worship and cemeteries.	P Public I Institutional C Conservancy
Park	Public parks.	P Public
Wetland and Private Open Space	Public or private land determined to be a wetland under the state or federal regulations and protected from development; major private open spaces such as golf courses.	Conservancy



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # Q.1

To approve the acceptance of the FEMA 2023 Fire Prevention & Safety (FP&S) grant in the amount of \$29,880.95.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. FEMA FIRE PREVENTION GRANT AWARD LETTER



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(emailto:PamelaMa@greenbaywi.gov)

APPLICANT DEPARTMENT: FIRE

DATE: 08/30/2024

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Matthew Knott/Fire Chief

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: Assistance to Firefighters Grant Program

AMOUNT OF GRANT REQUEST: \$31,375.00

LOCAL MATCH REQUIREMENT: \$1,494.05

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

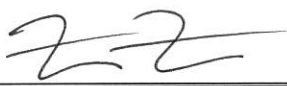
TIMEFRAME OF GRANT: 10/01/2024 through 10/1/2026

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

PURPOSE OF GRANT (summary): This grant will be used to purchase smoke alarms for a door-to-door installation program in at risk neighborhoods.

How does the grant meet City/Department needs? The Fire Department is always looking for ways to minimize risk and develop proactive ways to respond to emergencies. Working smoke alarms are proven tools to minimize loss of life during a fire.

What are the personnel requirements (include both existing and new staff) of the grant? N/A No additional staffing needs

DEPARTMENT HEAD SIGNATURE: 

PART #2: Request to Accept Grant Funds

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

AMOUNT OF GRANT AWARD: \$31,375.00

CFDA/STATE ID #: EMW-2023-FP00785

LOCAL MATCH REQUIREMENT: \$1,494.05

Please describe the source of match, if applicable: General Fund

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

Please describe what the grant money will be spent on: smoke alarms for door-to-door installation in at risk neighborhoods

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

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/27/2024



Lynn Beno
GREEN BAY, CITY OF
501 S. WASHINGTON ST
GREEN BAY, WI 54301

EMW-2023-FP-00785

Dear Lynn Beno,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Fire Prevention & Safety (FP) Grant funding opportunity has been approved in the amount of \$29,880.95 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$1,494.05 for a total approved budget of \$31,375.00. Please see the FY 2023 FP&S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2023 FP&S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2023 Fire Prevention & Safety

Recipient: GREEN BAY, CITY OF

UEI-EFT: H1BXKC38MHV7

DUNS number: 038946989

Award number: EMW-2023-FP-00785

Summary description of award

The purpose of the Fire Prevention and Safety Grant Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the Fire Prevention and Safety Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Fire Prevention and Safety (FP&S) Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	First Year	Second Year	Total
Personnel	\$0.00	\$0.00	\$0.00
Fringe benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$18,875.00	\$12,500.00	\$31,375.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00
Federal	\$17,976.19	\$11,904.76	\$29,880.95
Non-federal	\$898.81	\$595.24	\$1,494.05
Total	\$18,875.00	\$12,500.00	\$31,375.00
Program Income			\$0.00

Approved scope of work

Approved request details:

Community Risk Reduction

Project: Smoke Alarm Installations (door to door with home safety inspection)

Other (Explain)

Bed Shaker for deaf or hard of hearing population

DESCRIPTION

Powered fire safety device that awakens deaf, hard-of-hearing, and any other individuals to fire emergencies. The device is designed to work in partnership with a properly installed and working smoke alarm to alert sleeping individuals of a fire. Once a smoke alarm is activated, the device identifies the alarm and activates a bed shaker, a loud audible alarm, and a visual flashing light to alert a sleeping person who may not be able to hear the smoke alarm to the fire emergency. We estimate that approximately 3% of our population is deaf or hard of hearing.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	25	\$200.00	\$5,000.00
2	0	\$0.00	\$0.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Budget class from Equipment to Supplies

JUSTIFICATION

The award reflects a change from the application. The budget class was modified from equipment to supplies.

Other (Explain)

Smoke Alarm, Long Life, Lithium Powered, 10 year battery

DESCRIPTION

Smoke Alarm powered by a non-removable lithium 10 year battery that provides warning to occupants in the event smoke is detected.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	500	\$25.00	\$12,500.00
2	500	\$25.00	\$12,500.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Budget class from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change from the application. The budget class was modified from equipment to supplies.

Other (Explain)

Smoke Alarm Installation Kit

DESCRIPTION

Kit to be purchased for each out our teams to install smoke alarms. This kit will include a drill, ladder, miscellaneous hardware, and equipment bag.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	5	\$275.00	\$1,375.00
2	0	\$0.00	\$0.00

BUDGET CLASS

Supplies

CHANGE FROM APPLICATION

Budget class from **Equipment** to **Supplies**

JUSTIFICATION

The award reflects a change from the application. The budget class was modified from equipment to supplies.

Agreement Articles

Program: Fiscal Year 2023 Fire Prevention & Safety

Recipient: GREEN BAY, CITY OF

UEI-EFT: H1BXKC38MHV7

DUNS number: 038946989

Award number: EMW-2023-FP-00785

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2**General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3 Acknowledgement of Federal Funding from DHS
Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4 Activities Conducted Abroad
Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5 Age Discrimination Act of 1975
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 Americans with Disabilities Act of 1990
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 Best Practices for Collection and Use of Personally Identifiable Information
Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8**Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11**Debarment and Suspension**

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 Duplicative Costs
Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 15 E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety
Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16 Energy Policy and Conservation Act
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17**False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 18**Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 19**Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20**Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21**Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22**John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 23**Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 24**Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25**National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27 Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31**Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32**Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33**Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35**SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 36**Terrorist Financing**

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Article 37**Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Article 38**Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 39**USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Article 40**Use of DHS Seal, Logo and Flags**

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 41**Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at:

<https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the input of federal resources used to develop outreach efforts/materials the FP&S Program (by organization type) and the total number of individuals reached with said materials, as requested in its application. In addition, FEMA will evaluate whether the recipient's activities impacted community risk reduction, code enforcement awareness, fire arson investigation, as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the program impact as stated in the NOFO.

Article 49**Environmental & Historic Preservation Compliance Review Required**

Under the Remodeling/Renovation of Existing Facilities, installation of sprinkler systems, lock-box installation, LED/electronic sign installation, projector and/or screen installation to support training, smoke alarm installation, tree trimming or vegetation removal/disturbance, or any other activity not specifically referenced here, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY23 Fire Prevention and Safety Grant funds in support of Remodeling/Renovation of Existing Facilities, installation of sprinkler systems, lock-box installation, LED/electronic sign installation, projector and/or screen installation to support training, smoke alarm installation, tree trimming or vegetation removal/disturbance, or any other activity not specifically referenced here, that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY23 Fire Prevention and Safety Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY23 Fire Prevention and Safety Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or FireGrants@fema.dhs.gov to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.

Obligating document

1. Agreement No. EMW-2023-FP-00785	2. Amendment No. N/A	3. Recipient No. 396005458	4. Type of Action AWARD	5. Control No. WX03512N2024T		
6. Recipient Name and Address GREEN BAY, CITY OF 501 S WASHINGTON ST GREEN BAY, WI 54301		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Lynn Beno		9a. Phone No. 9204483277	10. Name of FEMA Project Coordinator Fire Prevention and Safety Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 08/27/2024	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/03/2024 to 09/02/2026 Budget Period 09/03/2024 to 09/02/2026		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FP	97.044	2024-F3-GB01 - P410-xxxx-4101-D	\$0.00	\$29,880.95	\$29,880.95	\$1,494.05
Totals			\$0.00	\$29,880.95	\$29,880.95	\$1,494.05
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	08/27/2024

18:16:18

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 2023-FP-00785 (50330)

Title: Green Bay, WI Smoke Detectors

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEX
EIS Notice of Intent	EIS ROD Date:	

Comment Grant Program: Fire Prevention and Safety
 Grantee: Green Bay Metro FD, WI
 SOW: Installation of battery-operated smoke detectors at multiple residential structures.
 Project Location(s): Multiple residential locations throughout Green Bay, WI; addresses unknown.
 This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.
 - emcwater - 08/26/2024 18:11:18 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n7	(*n7) Federal Assistance for Structure and Facility Upgrades. Federal assistance for the reconstruction, elevation, retrofitting, upgrading to current codes and standards, and improvements of pre-existing facilities in existing developed areas with substantially completed infrastructure, when the immediate project area has already been disturbed, and when those actions do not alter basic functions, do not exceed capacity of other system components, or modify intended land use. This category does not include actions within or affecting streams or stream banks or actions seaward of the limit of moderate wave action (or V zone when the limit of moderate wave action has not been identified).	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 2023-FP-00785 (50330)

Title: Green Bay, WI Smoke Detectors

Environmental Law/ Executive Order	Status	Description	Comment
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	FIRM not required; project is less than \$5K at each location. - emcwater - 08/26/2024 17:42:17 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	No listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action - Review concluded	Project completely on interior of building/structure; no listed species or critical habitat present. - emcwater - 08/26/2024 18:08:52 GMT
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets	Multiple mobile home structures; construction dates unknown. No ground

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 2023-FP-00785 (50330)

Title: Green Bay, WI Smoke Detectors

Environmental Law/ Executive Order	Status	Description	Comment
		Programmatic Allowance (enter date and # in comments) - Review concluded	disturbances. No NRHP concerns (may have locations in NRHP districts or in NRHP listed properties). Fred Holycross, SOI-qualified staff, determined that the undertaking meets allowances I.B.1 (buildings less than 45 years old) and II.B.3.c (interior fire detection) per WI 106 PA dated 7/18/2017. - emcwater - 08/26/2024 18:03:46 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

1. For buildings 45 years old or older, installation of system hardware should not cause damage or cause removal of character-defining architectural features and can be easily removed in the future.

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.



FEMA

August 26, 2024

To: Julia Barron, Preparedness Officer, GPD
From: Beth McWaters-Bjorkman, GPD EHP Section Chief, Lead EHP Reviewer
Subject: EHP Review Completion for Green Bay Metro FD, WI

Documentation for the following project was submitted to the Grant Programs Directorate (GPD) for Environmental and Historic Preservation (EHP) review.

Project Description: Installation of battery-operated smoke detectors at multiple residential structures.

Grant Recipient: Green Bay Metro FD, WI

Project Location: Multiple residential locations throughout Green Bay, WI; addresses unknown.

Grant Number(s): 2023-FP-00785

Case Number: 2023-FP-00785.50330

Grant Program: Fire Prevention and Safety

The materials submitted were reviewed according to the National Environmental Policy Act (NEPA) of 1969, the National Historic Preservation Act (NHPA) and other EHP laws, regulations, and Executive Orders.

After review of the documentation provided, the environmental review is now completed in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01. Please inform the recipient that because of this determination their project has been approved for EHP compliance, subject to the conditions outlined below. In addition, where subrecipients are involved, I request you remind the recipient of their responsibility to ensure subrecipients comply with these conditions.

Special Conditions:

- 1. For buildings 45 years old or older, installation of system hardware should not cause damage or cause removal of character-defining architectural features and can be easily removed in the future.**

Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

EHP Completion Letter

EHP Case Number: 2023-FP-00785.50330

- This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

This is official documentation and must be retained as part of the project record. A copy of this letter will be added to the grant file that includes this project.

If you have further questions please contact GPDEHPinfo@fema.dhs.gov.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # Q.2

To approve the purchase from Taylor'd Systems LLC, a Taylord Prop 2024 training vessel, for a total cost of \$54,237.50 grant funded.

BACKGROUND

Common council accepted the Pipeline Emergency Response Grant (PERG) on 10/17/2023, for a total grant award of \$429,891 with no local match.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Finance Request Taylor'd Training Vessel 9-10-2024
2. Grant Tracking Form - PERG-ACCEPT



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

Phone 920.448.3047
Fax 920.448.3050

9/04/2024

Finance Committee 9/10/2024.

Consideration and possible action to approve a Purchase from Taylor'd Systems LLC for a TAYLORD PROP 2024 Training Vessel. Total Cost of Unit is \$54,237.50. This is a Sole Source purchase due to vendor having a patent on training vessel.

The funding source is a PERG (Pipeline Emergency Response Grant) that we have already secured. GL 824400-55501-41218.

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement
Manager City of
Green Bay

TAYLOR'D SYSTEMS LLC
 12802 E Indiana Ave
 Spokane Valley, WA 99216 US
 +1 5099192527
 invoicing@taylord.com
 Taylord.com

Invoice



BILL TO
GREEN BAY METRO FIRE DEPARTMENT 929 UNIVERISTY AVENUE GREEN BAY, WI 54302

SHIP TO
GREEN BAY METRO FIRE DEPARTMENT 929 UNIVERISTY AVENUE GREEN BAY, WI 54302

INVOICE #	DATE	TOTAL DUE			ENCLOSED
211027JR2460	06/24/2024	\$54,237.50			

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	TAYLORD PROP 2024 VERSION	- Forcible Entry Doors (Inner and Outer Swing) - Adjustable Pitch Roof - 8' Wide Set (Roof Receiver and Roof Slide) - Extension Arms for Flat Roof - Ground Level Window (Rebar, Sash and Ventilation) - Denver Drill Insert - 2nd Story Bail Out Window - 2x Vertical and 1x Horizontal Bars to Change Window Dimensions - Wall Breach Simulation Receivers - Holds a Framed Wall - Garage Door Simulation Receivers - Holds x2 Sheets of OSB - 30" x 30" Man Hatch - Confined Space and Entanglement - Two Wall Sets (x2 Floor and x2 Ceiling Catches) - Safety Rails and Chain - Wheel Set and Manual Crank Jack - x4 Pivoting Caster with Pivot Locks - Ladder to second story - Pull Bar	0.50	57,800.00	28,900.00
	ROOF EXTENSION	- 12' Wide Roof Set UPGRADE from 8'	0.50	975.00	487.50
	TRAILER FOR PROP	22' Hydraulic Tilt Trailer Equipped with a Winch	0.50	19,800.00	9,900.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	MISC - PROP	PIPELINE SPILL AND MITIGATION TOO/PROP	0.50	3,550.00	1,775.00
	MISC - PROP	INTERNAL SHORE CONNECTION PROP	0.50	3,380.00	1,690.00
	MISC - PROP	CHLORINE ONE TON TRAINING END MOUNTED ON DOOR	0.50	7,972.00	3,986.00
	MISC - PROP	TRAINING DOME - LPG/NH TANKCAR HOUSING AND VALVES	0.50	10,998.00	5,499.00
	DELIVERY FEE - PROP	DELIVERY	0.50	4,000.00	2,000.00
	PROP CLARIFICATIONS	PROP CLARIFICATIONS: PRICE DOES NOT INCLUDE THE COST OF EQUIPMENT FOR OFFLOAD. FORKLIFT NEEDS TO HAVE A MINIMUM 6' LONG FORKS AND BE CAPABLE OF LIFTING 8000 LBS AT A 4' CENTER. CUSTOMER IS RESPONSIBLE FOR ANY LOCAL LAWS OR ORDINANCES PERTAINING TO THE TAYLOR'D PROP. TO SECURE AN ORDER, HALF DOWN IS REQUIRED AND REMAINING BALANCE DUE BEFORE ORDER SHIPS. * TAX EXEMPT CERT RECEIVED. DEPOSIT INVOICE.	1	0.00	0.00
	Sales Tax	Sales Tax calculated by AvaTax on Mon 24 Jun 14:31:55 UTC 2024	1	0.00	0.00

SUBTOTAL	54,237.50
TAX	0.00
TOTAL	54,237.50
BALANCE DUE	\$54,237.50

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

TO : Purchasing Division/Administrative Services

DATE: 08/31/24

FROM: Department/Division Fire

REQUISITION #

List "No Substitute" Item(s) here:

The Taylord Prop is a patent pending fire training apparatus with multiple training features. Taylord Trailer is custom designed and built to transport the Prop with the Equipment Container. Items included: Forcible entry door, Ground level window, Adjustable pitch roof, Second story bailout window, roof hatch trainer, Confined space entanglement.

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$ 54,237
- ☐ 2) Annual Commodity purchase: Estimated annual cost: \$
- ☐ 3) Item may be purchased again: Indicate term: Estimated Annual Cost: \$

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

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

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

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

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

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

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

Taylord is a one-of-a-kind training device that allows our department have compact and mobile training device onsite. The Prop has a total footprint of 12x 8x 8'6" which can fit in a parking stall. Taylord Trailer is custom designed and built to transport the Prop with the Equipment Container.

Added custom features for Green Bay Fire:

Pipeline spill and mitigation tool/prop

Internal shore connection attachment

Chlorine one ton training end mounted on door

Training dome -LPG/NH Tank car housing and valves

Approvals:

Requestor: Mike Vanden Avond

Date: 8-31-24

Department Head: [Signature]

Date: 9/3/24

Purchasing Manager: Thomas J. Walonaki

Date: 9-4-2024



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

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

APPLICANT DEPARTMENT: FIRE

DATE: 8/24/2023

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Matthew Knott/Fire Chief

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: Pipeline Emergency Response Grant (PERG)/U.S. Department of Transportation

AMOUNT OF GRANT REQUEST: \$429,891

LOCAL MATCH REQUIREMENT: \$0

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

TIMEFRAME OF GRANT: 10/01/2023 through 10/01/2025

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

PURPOSE OF GRANT (summary): Provide training and props to better prepare our firefighters to respond to a pipeline emergencies.

How does the grant meet City/Department needs? This grant provides training and equipment to ensure our firefighters are well trained to respond to incidents.

What are the personnel requirements (include both existing and new staff) of the grant? Funding from this grant will allow us to cover costs of training on specialized props and equipment. There are no new hires or additional costs.

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: \$429,891

CFDA/STATE ID #: _____

LOCAL MATCH REQUIREMENT: \$0

Please describe the source of match, if applicable: N/A

Please describe any major changes in proposed grant-funded activities: _____

Please describe what the grant money will be spent on: Training & equipment for pipeline incidents

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

FC = Finance Committee



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY**AGENDA ITEM # Q.3**

To approve the purchase from WHP Trainingtowers, a Sourcewell Modified Hazmat Instructor series system, for a total cost of \$174,102 grant funded.

BACKGROUND

Common council accepted the Pipeline Emergency Response Grant (PERG) on 10/17/2023 for a total grant award of \$429,891 with no local match.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT**ATTACHMENTS**

1. Finance Request Haz Mat Training System Fire 9-10-2024
2. Grant Tracking Form - PERG-ACCEPT



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

Phone 920.448.3047
Fax 920.448.3050

9/04/2024

Finance Committee 9/10/2024.

Consideration and possible action to approve a proposal for our Sourcewell Modified Hazmat Instructor Series™. The funding source is a PERG (Pipeline Emergency Response Grant) that we have already secured. GL 824400-55501-41218. Total Cost of this request is \$174,102.00

This is a Contract Purchase under Contract: WHP Sourcewell Contract Number 011822 – JHK (Jahnke & Sons Construction dba WHP Trainingtowers). Client Sourcewell Contract Number 210291 – City of Green Bay

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay



August 6th, 2024

Ref Number: Q-2418767 (via email)

Mike Vanden Avond, Battalion Chief, Hazmat Team Leader
Green Bay Metro Fire Department
501 S. Washington Street
Green Bay, WI 54301

Phone: 920-615-9156
Email: michaelva@greenbaywi.gov

Dear Battalion Chief Mike Vanden Avond:

We are pleased to provide a proposal for our **Sourcewell Modified Hazmat Instructor Series™**. The system consists of the following:

Portable Control System (a hand-held tablet that allows the instructor to manage all operations. The console has emergency stops, pauses and redo's allowing control for the below props:

- a. **Leak Training Tree** 4" steel pipe to include a tear leak, pinhole leak, and gasket leak;
3" pipe with gate valve packing leak, tear leak, pinhole leak, and gasket leak
1" run with sprinkler head and union leak.
- b. **55 Gallon Drum Leak Prop (one drum)**. Standard UN1A1 and UN1A2 drums which leak from a simulated fork lift puncture, bung or seam leak in lid.
- c. **55 Gallon Reacting Drum (one drum)**. Chemical reaction inside a storage drum includes bubbling and gurgling sounds and drum vibrations. Bulging head indicates pressure build-up.
- d. **70 Gallon Vertical Leaking Tank**. Contain and control flammable liquid leaks from storage container.
- e. **Falling Cylinder Rack (three cylinders)**. Rack failure resulting in an uncontrolled release of product from failed cylinder and manifold. Failure presents responders with "real-life" maneuvering of the situation.

WHP Sourcewell Contract Number 011822 – JHK (Jahnke & Sons Construction dba WHP Trainingtowers)
Client Sourcewell Contract Number 210291 – City of Green Bay

	MSRP	Sourcewell Price
Sourcewell Materials:	\$186,480.00	\$167,832.00
Sourcewell Freight:	\$6,600.00	\$6,270.00
Sourcewell Total:	\$193,080.00	\$174,102.00

All pricing is in US Dollars and is valid for 30 days

Schedule: Delivery is approximately 4-6 months after receipt of order.

Exclusions: We exclude from our proposal: bonds, taxes, permits, special insurance requirements if any, electrical, general condition items and any other miscellaneous fees. Supply of water and/or electricity is also excluded.

All pricing is in US Dollars and is valid for 30 days.

Terms: A deposit of 25% on the package is due on receipt of order (signing of contract). Balance of payment on materials due on delivery to site. No retention on materials. Invoices not in dispute over 30 days will be assessed 1 ½ % per month on balances in excess of 30 days.

We hope that you find this proposal acceptable. If we can provide further information, please feel free to call.

Sincerely,



Clint Brown
WHP Trainingtowers

Approval	
Print Name	_____
Signature	_____
Date	_____
Tax Exempt Number	_____



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

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

APPLICANT DEPARTMENT: FIRE

DATE: 8/24/2023

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Matthew Knott/Fire Chief

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: Pipeline Emergency Response Grant (PERG)/U.S. Department of Transportation

AMOUNT OF GRANT REQUEST: \$429,891

LOCAL MATCH REQUIREMENT: \$0

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

TIMEFRAME OF GRANT: 10/01/2023 through 10/01/2025

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

PURPOSE OF GRANT (summary): Provide training and props to better prepare our firefighters to respond to a pipeline emergencies.

How does the grant meet City/Department needs? This grant provides training and equipment to ensure our firefighters are well trained to respond to incidents.

What are the personnel requirements (include both existing and new staff) of the grant? Funding from this grant will allow us to cover costs of training on specialized props and equipment. There are no new hires or additional costs.

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: \$429,891

CFDA/STATE ID #: _____

LOCAL MATCH REQUIREMENT: \$0

Please describe the source of match, if applicable: N/A

Please describe any major changes in proposed grant-funded activities: _____

Please describe what the grant money will be spent on: Training & equipment for pipeline incidents

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

FC = Finance Committee



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # Q.4

To approve the purchase from Conway Shield Paratech airlifting bags and accessories for a total cost of \$57,930 funds from previous borrowing.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Finance Request Fire -lift bags 9-10-2024



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

Phone 920.448.3047
Fax 920.448.3050

9/04/2024

Finance Committee 9/10/2024.

Consideration and possible action to approve the purchase of PARATECH AIRLIFTING BAGS AND ACCESSORIES for a total cost of \$57,930.00. This request is a Sole Source request to match current life cycle needs for replacement and avoidance of new training by other brands.

Funding Source: \$19,310.00 - Extrication Equipment bond – 424400-55501-41223
\$38,620.00 - 2 Ladder Trucks bond – 424400-55501-41216

Respectfully Submitted,
Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay



Conway Shield
14100 W Cleveland Ave
New Berlin, WI, 53151
Phone: (800) 955-8489

Web: conwayshield.com

ISSUED TO:

Green Bay Metro Fire Dept
130 N. Henry St.
Green Bay WI 54302
United States of America

QUOTE

Quote Number: Q003605
Order Date: 8/19/2024
Valid Until: 10/18/2024
Salesperson: Lee Kasten
Customer ID: 000023061
Reference:

ITEM	ITEM DESCRIPTION	QTY.	PRICE	AMOUNT
22-888110	PARATECH KPI-1 Air Lifting Bag 6 x 6 x 5/8 G3	3.00	505.00	1,515.00
22-888140	PARATECH KPI-12 Air Lifting Bag 15 x 15 x 3/4 G3	3.00	1,170.00	3,510.00
22-888160	PARATECH KPI-22 Air Lifting Bag 20 x 20 x 3/4 G3	3.00	1,560.00	4,680.00
22-888190	Paratech - KPI-44 Lift Bag 28" X 28" X 3/4 G3	3.00	2,765.00	8,295.00
22-888200	PARATECH - KPI-74 Air Lifting Bag G3	3.00	3,975.00	11,925.00
22-890351G3	PARATECH Basic Control Kit - G3	3.00	2,100.00	6,300.00
22-890490-	PARATECH Inline Relief Valve - 180 psi	3.00	225.00	675.00
22-890514	PARATECH AIR HOSE 3/8INX16FT BLUE	3.00	105.00	315.00
22-890517	PARATECH Air Hose 3/8in 9.5mm diam. 16ft 5m GREEN	3.00	105.00	315.00
22-797E12E	Paratech Supporter X2	12.00	1,700.00	20,400.00
	Shipping to be determined	0.00	0.00	0.00

Quote Submitted by:

Lee Kasten
lkasten@conwayshield.com
920-858-1039

Quote Total: 57,930.00
Less Discount: 0.00
Tax Total: 0.00
Total (USD): 57,930.00

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

TO : Purchasing Division/Administrative Services

DATE: 08/19/2024

FROM: Department/Division

FIRE

REQUISITION # Pneumatic lift
bags/stabilizing struts

List "No Substitute" Item(s) here: See attached list.

Select One:

- ☐ 1) One Time Purchase Estimated Cost: \$
- ☐ 2) Annual Commodity purchase: Estimated annual cost: \$
- ☒ 3) Item may be purchased again: Indicate term: Estimated Annual Cost: **\$45,000**
10years

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:

*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):

Replacement for current out of certifiable service life. Same brands as utilized by the department, no further training or equipment needed other than those listed within the quote.

Approvals:

Requestor: BC Anthony
Piontek

Date: 08/19/2024

Department Head:

Date: **8/29/24**

Purchasing Manager: *Thomas J. Walenski*

Date:



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # Q.5

To approve a 120-day planning period for Smet Construction Services for 15 acres of land located on Erie Road, Parcel 21-199 acknowledging that if the developer has made progress, but it is not complete, they can come back for an extension.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Finance Committee Smet



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 10, 2024

PREPARED BY

Rebecca Finco, Economic Development
Specialist

AGENDA ITEM

Consideration with possible action to approve a 180-day planning option to Smet Construction Services for 15 acres of land located on Erie Road, Parcel 21-199.

BACKGROUND

In May 2024, the City purchased 35.875 acres for the expansion of the Grandview Industrial Park. This land is currently zoned RR-Rural Residential with the intent to rezone to Industrial.

Smet Construction Services has submitted a request for a 180-day planning option for 15 southwest acres of the 35.875 acres for a local company. This building would include 12,500 sq ft of office space and 93,750 sq ft of shop space, eight (8) loading docks, and parking for approximately 40 employees.

The exact location of the 15 acres would be contingent on a Certified Survey Map and consultation with the Department of Public Works and the Developer.

RECOMMENDATION

To approve a 180-day planning option to Smet Construction Services on behalf of a local company for 15 acres of the site located on Erie Road, Parcel 21-199.

FISCAL IMPACT**ATTACHMENTS**

1. GIS Mapping
2. Planning Option Request

Letter of Intent

August 28, 2024

City of Green Bay Community & Economic Development Department
Attn: Matt Buchanan
100 N. Jefferson St.
Green Bay, WI 54301

Re: Option request for up to 15 acres of land at the southwest corner of parcel #21-199.

Smet Construction Services is currently working with a local company to build 100,000 square feet of manufacturing/office space. They're currently located at 301 Bridge St. in downtown Green Bay.

Our client is in a strong growth mode and needs the additional land for another 100,000 sf in the future. Their plan for the initial space is to be fully operational by the end of December 2025.

We request a 180-day option to give us enough time to determine the viability of the project and work through the developer's agreement process. They're currently in a very low rent district and will be leasing at the new location at a much higher rate. Should they decide not to build, Smet will notify the city as soon as is possible prior to the 180 day termination.

The building includes 12,500 square feet of office space and 93,750 square feet of shop space, eight (8) loading docks and parking for 40 employees.

Sincerely,

Greg Runnoe
Smet Construction Services



Part of Brown County WI

Map printed on 4/24/2024

1:3,600

1 inch = 300 feet*

1 inch = 0.0568 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

Condominium

Gap or Overlap

"hooks" indicate
parcel ownership
crosses a line

Parcel line

Right of Way line

Meander line

Lines between deeds or lots

Historic Parcel Line

Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend



(920) 448-6480
www.browncountywi.gov



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # Q.6

To approve as amended a 120-day planning period for Gerarden Fabrication and Design for 5 acres of land located on Erie Road, Parcel 21-199, acknowledging that if the developer has made progress, but it is not complete, they can come back for an extension.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Finance Committee Gerarden



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 10, 2024

PREPARED BY

Rebecca Finco, Economic Development
Specialist

AGENDA ITEM

Consideration with possible action to approve a 180-day planning option to GERARDEN Fabrication and Design for 15 acres of land located on Erie Road, Parcel 21-199.

BACKGROUND

In May 2024, the City purchased 35.875 acres for the expansion of the Grandview Industrial Park. This land is currently zoned RR-Rural Residential with the intent to rezone to Industrial.

GERARDEN Fabrication & Design has submitted a request for a 180-day planning option for five (5) of the 35.875 acres for the expansion of their business. GERARDEN Fabrication & Design is a team of professional metal and wood crafters who design and build a variety of modern industrial and vintage furniture pieces for clients all over the world.

The exact location of the five (5) acres would be contingent on a Certified Survey Map and consultation with the Department of Public Works and the Developer.

RECOMMENDATION

To approve a 180-day planning option to GERARDEN Fabrication & Design for five (5) acres of the site located on Erie Road, Parcel 21-199.

FISCAL IMPACT**ATTACHMENTS**

1. GIS Mapping
2. Planning Option Request

GERARDEN Fabrication & Design

Green Bay City Hall
100 N Jefferson Street, Room 608
Green Bay, WI 54301

August 29, 2024

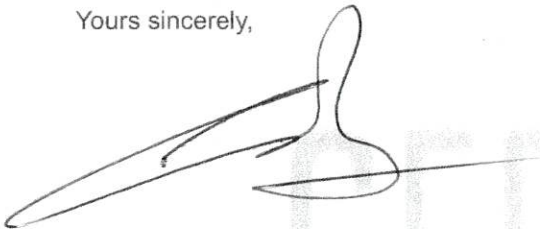
Dear City of Green Bay,

I am Codey Gerarden, president of Gerarden Fabrication & Design. We are a small team of professional metal and wood crafters who design and build a variety of modern industrial and vintage furniture pieces for clients all over the world. In 2022, we expanded our furniture making capabilities to include metal laser services. As our company's capabilities have grown, so have our facility needs.

I would like to request a 6-month planning option for 5 acres within the Erie Street Site.

Do let me know if you want further information.
Looking forward to hearing from you.

Yours sincerely,



Codey Gerarden
President Gerarden Fabrication & Design

1+ 920-246-9567
c.michael.gerarden@gmail.com
www.gerardenfabrication.com



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # Q.7

To approve a resolution for a state trust fund loan application from the Board of Commissioners of Public Land \$2,000,000 for financing Southwest Woods Development infrastructure.

BACKGROUND

New TID #26 – Southwest Woods residential development.

Signed Development Agreement March 19, 2024, and an infrastructure development agreement with GB Real Estate Investments, LLC.

Project grant up to \$1,925,000, or actual public improvements and engineering costs to developer.

Tax increment incentives will be used to repay the loan over 20 years. If shortfall of guarantee occurs, the Developer will be invoiced for the annual shortfall.

City of Green Bay has debt limit capacity for this loan – 12/31/2023 the City of Green Bay's was at 35.8% of state debt limit.

RECOMMENDATION

Approve

FISCAL IMPACT

ATTACHMENTS

- I. STFL \$2M - 2024 SW Woods application

STATE OF WISCONSIN
BOARD OF COMMISSIONERS OF PUBLIC LANDS
101 EAST WILSON STREET, 2ND FLOOR
POST OFFICE BOX 8943
MADISON, WISCONSIN 53708-8943
APPLICATION FOR STATE TRUST FUND LOAN

CITY - 20 YEAR MAXIMUM

Chapter 24 Wisconsin Statutes

CITY OF GREEN BAY

Date sent: August 13, 2024

Received and filed in Madison, Wisconsin:

ID # 05606015

RAS

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

TO: BOARD OF COMMISSIONERS OF PUBLIC LANDS

We, the undersigned **Mayor** and clerk of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, in accordance with the provisions of Chapter 24 of the Wisconsin Statutes, do hereby make application for a loan of **Two Million And 00/100 Dollars (\$2,000,000.00)** from the Trust Funds of the State of Wisconsin for the purpose of **financing Southwest Woods Development infrastructure**.

The loan is to be continued for a term of **20** years from the 15th day of March preceding the date the loan is made. The loan is to be repaid in annual installments, as provided by law, with interest at the rate of **6.00** percent per annum.

We agree to the execution and signing of such certificates of indebtedness as the Board may prepare and submit, all in accordance with Chapter 24, Wisconsin Statutes.

The application is based upon compliance on the part of the City with the provisions and regulations of the statutes above referred to, as set forth by the following statements which we do hereby certify to be correct and true.

The meeting of the common council of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, which approved and authorized this application for a loan was a regularly called meeting held on the _____ day of _____, 20____.

At the aforesaid meeting a resolution was passed by a majority vote of the members of the common council approving and authorizing an application to the Board of Commissioners of Public Lands, State of Wisconsin, for a loan of **Two Million And 00/100 Dollars (\$2,000,000.00)** from the Trust Funds of the State of Wisconsin to the City of **Green Bay** in the County(ies) of **Brown**, Wisconsin, for the purpose of **financing Southwest Woods Development infrastructure**. That at the same time and place, the common council of the City of **Green Bay** by a majority vote of the members, adopted a resolution levying upon all the taxable property in the city, a direct annual tax sufficient in amount to pay the annual installments of principal and interest, as they fall due, all in accordance with Article XI, Sec. 3 of the Constitution and Sec. 24.66(5), Wisconsin Statutes.

A copy of the aforesaid resolutions, certified to by the city clerk, as adopted at the meeting, and as recorded in the minutes of the meeting, accompanies this application.

A statement of the equalized valuation of all the taxable property within the City of **Green Bay**, certified to by the **Mayor** and clerk, accompanies this application.

Given under our hands in the City of **Green Bay** in the County(ies) of **Brown**, Wisconsin, this _____ day of _____, 20____.

Mayor, City of Green Bay

Clerk, City of **Green Bay**

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

FORM OF RECORD

The following preamble and resolutions were presented by Alderman _____ and were read to the meeting.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of **Two Million And 00/100 Dollars (\$2,000,000.00)** for the purpose of **financing Southwest Woods Development infrastructure** and for no other purpose.

The loan is to be payable within **20** years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of **6.00** percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the City of **Green Bay** by such loan from the state be applied or paid out for any purpose except **financing Southwest Woods Development infrastructure** without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the **Mayor** and clerk of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, are authorized and empowered, in the name of the city to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the city pursuant to this resolution. The **Mayor** and clerk of the city will perform all necessary actions to fully carry out the provisions of Chapter 24, Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this city forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

Alderman _____ moved adoption of the foregoing preamble and resolutions.

The question being upon the adoption of the foregoing preamble and resolutions, a vote was taken by ayes and noes, which resulted as follows:

1.	Alderman _____	voted _____
2.	Alderman _____	voted _____
3.	Alderman _____	voted _____
4.	Alderman _____	voted _____
5.	Alderman _____	voted _____
6.	Alderman _____	voted _____
7.	Alderman _____	voted _____
8.	Alderman _____	voted _____
9.	Alderman _____	voted _____
10.	Alderman _____	voted _____
11.	Alderman _____	voted _____
12.	Alderman _____	voted _____

A majority of the members of the common council of the City of **Green Bay**, in the County(ies) of **Brown**, State of Wisconsin, having voted in favor of the preamble and resolutions, they were declared adopted.

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN

County(ies) of **Brown**

I, _____, Clerk of the City of **Green Bay**, in the County(ies) of **Brown**, State of Wisconsin, do hereby certify that the foregoing is a true copy of the record of the proceedings of the common council of the City of **Green Bay** at a meeting held on the ____ day of _____, _____, relating to a loan from the State Trust Funds; that I have compared the same with the original record thereof in my custody as clerk and that the same is a true copy thereof, and the whole of such original record.

I further certify that the common council of the City of **Green Bay**, County(ies) of **Brown**, is constituted by law to have _____ members, and that the original of said preamble and resolutions was adopted at the meeting of the common council by a vote of _____ ayes to _____ noes and that the vote was taken in the manner provided by law and that the proceedings are fully recorded in the records of the city.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of **Green Bay** this ____ day of _____, 20____.

Clerk (Signature)

Clerk (Print or Type Name)

City of **Green Bay**

County(ies) of **Brown**

State of Wisconsin

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN
COUNTY(IES) OF **BROWN**

TO: THE BOARD OF COMMISSIONERS OF PUBLIC LANDS

I, _____, Clerk of the City of **Green Bay**, County(ies) of **Brown**, State of Wisconsin, do hereby certify that it appears by the books, files and records in my office that the valuation of all taxable property in the City of **Green Bay** is as follows:

EQUALIZED VALUATION FOR THE YEAR 20____ * \$_____

* Latest year available

I further certify that the whole existing indebtedness of the City of **Green Bay**, County(ies) of **Brown**, State of Wisconsin, is as follows (list each item of indebtedness):

NAME OF CREDITOR	PRINCIPAL BALANCE (EXCLUDING INTEREST)
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL INDEBTEDNESS:	\$ _____

Clerk (Signature)

Clerk (Print or Type Name)

City of **Green Bay**

County(ies) of **Brown**,

State of Wisconsin

_____, 20____
Date

THE TOTAL INDEBTEDNESS, INCLUDING THE TRUST FUND LOAN APPLIED FOR, MAY NOT EXCEED 5% OF THE VALUATION OF THE TAXABLE PROPERTY AS EQUALIZED FOR STATE PURPOSES. (Sec. 24.63(1), Wis. Stats., 1989-90)

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # Q.8

To approve the resolution for a state trust fund loan application from the Board of Commissioners of Public Land \$5,500,000 for financing the JBS diverse neighborhood infrastructure, park, and boulevard.

BACKGROUND

New TID #28 – JBS Redevelopment

Loan necessary to pay the cost of public infrastructure projects and developer incentives necessary for residential development land in the district by Gorman & Company and Revel 49.

\$5.5M public infrastructure & park improvements.

\$9.8M in developer's incentives to repay the loan over 20 years.

City of Green Bay has debt limit capacity for this loan – 12/31/2023 the City of Green Bay's was at 35.8% of state debt limit.

RECOMMENDATION

Approve

FISCAL IMPACT

ATTACHMENTS

- I. STFL application \$5.5M JBS - 2024

STATE OF WISCONSIN
BOARD OF COMMISSIONERS OF PUBLIC LANDS
101 EAST WILSON STREET, 2ND FLOOR
POST OFFICE BOX 8943
MADISON, WISCONSIN 53708-8943
APPLICATION FOR STATE TRUST FUND LOAN
CITY - 20 YEAR MAXIMUM

Chapter 24 Wisconsin Statutes

CITY OF GREEN BAY

Date sent: August 13, 2024

Received and filed in Madison, Wisconsin:

ID # 05606014

RAS

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

TO: BOARD OF COMMISSIONERS OF PUBLIC LANDS

We, the undersigned **Mayor** and clerk of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, in accordance with the provisions of Chapter 24 of the Wisconsin Statutes, do hereby make application for a loan of **Five Million Five Hundred Thousand And 00/100 Dollars (\$5,500,000.00)** from the Trust Funds of the State of Wisconsin for the purpose of **financing JBS-diverse neighborhood infrastructure, park and boulevard**.

The loan is to be continued for a term of **20** years from the 15th day of March preceding the date the loan is made. The loan is to be repaid in annual installments, as provided by law, with interest at the rate of **6.00** percent per annum.

We agree to the execution and signing of such certificates of indebtedness as the Board may prepare and submit, all in accordance with Chapter 24, Wisconsin Statutes.

The application is based upon compliance on the part of the City with the provisions and regulations of the statutes above referred to, as set forth by the following statements which we do hereby certify to be correct and true.

The meeting of the common council of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, which approved and authorized this application for a loan was a regularly called meeting held on the _____ day of _____, 20_____.

At the aforesaid meeting a resolution was passed by a majority vote of the members of the common council approving and authorizing an application to the Board of Commissioners of Public Lands, State of Wisconsin, for a loan of **Five Million Five Hundred Thousand And 00/100 Dollars (\$5,500,000.00)** from the Trust Funds of the State of Wisconsin to the City of **Green Bay** in the County(ies) of **Brown**, Wisconsin, for the purpose of **financing JBS-diverse neighborhood infrastructure, park and boulevard**. That at the same time and place, the common council of the City of **Green Bay** by a majority vote of the members, adopted a resolution levying upon all the taxable property in the city, a direct annual tax sufficient in amount to pay the annual installments of principal and interest, as they fall due, all in accordance with Article XI, Sec. 3 of the Constitution and Sec. 24.66(5), Wisconsin Statutes.

A copy of the aforesaid resolutions, certified to by the city clerk, as adopted at the meeting, and as recorded in the minutes of the meeting, accompanies this application.

A statement of the equalized valuation of all the taxable property within the City of **Green Bay**, certified to by the **Mayor** and clerk, accompanies this application.

Given under our hands in the City of **Green Bay** in the County(ies) of **Brown**, Wisconsin, this _____ day of _____, 20_____.

Mayor, City of **Green Bay**

Clerk, City of **Green Bay**

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

FORM OF RECORD

The following preamble and resolutions were presented by Alderman _____ and were read to the meeting.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of **Five Million Five Hundred Thousand And 00/100 Dollars (\$5,500,000.00)** for the purpose of **financing JBS-diverse neighborhood infrastructure, park and boulevard** and for no other purpose.

The loan is to be payable within **20** years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of **6.00** percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the City of **Green Bay** by such loan from the state be applied or paid out for any purpose except **financing JBS-diverse neighborhood infrastructure, park and boulevard** without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the **Mayor** and clerk of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, are authorized and empowered, in the name of the city to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the city pursuant to this resolution. The **Mayor** and clerk of the city will perform all necessary actions to fully carry out the provisions of Chapter 24, Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this city forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

Alderman _____ moved adoption of the foregoing preamble and resolutions.

The question being upon the adoption of the foregoing preamble and resolutions, a vote was taken by ayes and noes, which resulted as follows:

1.	Alderman _____	voted _____
2.	Alderman _____	voted _____
3.	Alderman _____	voted _____
4.	Alderman _____	voted _____
5.	Alderman _____	voted _____
6.	Alderman _____	voted _____
7.	Alderman _____	voted _____
8.	Alderman _____	voted _____
9.	Alderman _____	voted _____
10.	Alderman _____	voted _____
11.	Alderman _____	voted _____
12.	Alderman _____	voted _____

A majority of the members of the common council of the City of **Green Bay**, in the County(ies) of **Brown**, State of Wisconsin, having voted in favor of the preamble and resolutions, they were declared adopted.

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN

County(ies) of **Brown**

I, _____, Clerk of the City of **Green Bay**, in the County(ies) of **Brown**, State of Wisconsin, do hereby certify that the foregoing is a true copy of the record of the proceedings of the common council of the City of **Green Bay** at a meeting held on the ____ day of _____, _____, relating to a loan from the State Trust Funds; that I have compared the same with the original record thereof in my custody as clerk and that the same is a true copy thereof, and the whole of such original record.

I further certify that the common council of the City of **Green Bay**, County(ies) of **Brown**, is constituted by law to have _____ members, and that the original of said preamble and resolutions was adopted at the meeting of the common council by a vote of _____ ayes to _____ noes and that the vote was taken in the manner provided by law and that the proceedings are fully recorded in the records of the city.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of **Green Bay** this ____ day of _____, 20____.

Clerk (Signature)

Clerk (Print or Type Name)

City of **Green Bay**

County(ies) of **Brown**

State of Wisconsin

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN
COUNTY(IES) OF **BROWN**

TO: THE BOARD OF COMMISSIONERS OF PUBLIC LANDS

I, _____, Clerk of the City of **Green Bay**, County(ies) of **Brown**, State of Wisconsin, do hereby certify that it appears by the books, files and records in my office that the valuation of all taxable property in the City of **Green Bay** is as follows:

EQUALIZED VALUATION FOR THE YEAR 20_____* \$_____
* Latest year available

I further certify that the whole existing indebtedness of the City of **Green Bay**, County(ies) of **Brown**, State of Wisconsin, is as follows (list each item of indebtedness):

NAME OF CREDITOR	PRINCIPAL BALANCE (EXCLUDING INTEREST)
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL INDEBTEDNESS:	\$ _____

Clerk (Signature)

Clerk (Print or Type Name)

City of **Green Bay**

County(ies) of **Brown**,

State of Wisconsin

_____, 20_____
Date

THE TOTAL INDEBTEDNESS, INCLUDING THE TRUST FUND LOAN APPLIED FOR, MAY NOT EXCEED 5% OF THE VALUATION OF THE TAXABLE PROPERTY AS EQUALIZED FOR STATE PURPOSES. (Sec. 24.63(1), Wis. Stats., 1989-90)

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Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # Q.9

To approve the resolution for a state trust fund loan application from the Board of Commissioners of Public Land \$1,000,000 for financing a pass-through loan to Developer of Public Market.

BACKGROUND

New TID #29 – Public Market

Developer requests a pass through loan to redevelop Old Fort Square office building to public market facility by On Broadway.

Repayment loan agreement will use the market as collateral over 20 years.

On Broadway development agreement 2024-05 went to RDA on 9/3/2024.

City of Green Bay has debt limit capacity for this loan – 12/31/2023 the City of Green Bay's was at 35.8% of state debt limit.

RECOMMENDATION

Approve

FISCAL IMPACT

ATTACHMENTS

- I. STF application \$1M Public Market - 2024

**STATE OF WISCONSIN
BOARD OF COMMISSIONERS OF PUBLIC LANDS
101 EAST WILSON STREET, 2ND FLOOR
POST OFFICE BOX 8943
MADISON, WISCONSIN 53708-8943**

APPLICATION FOR STATE TRUST FUND LOAN

CITY - 20 YEAR MAXIMUM

Chapter 24 Wisconsin Statutes

CITY OF GREEN BAY

Date sent: August 13, 2024

Received and filed in Madison, Wisconsin:

ID # 05606016

RAS

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

TO: BOARD OF COMMISSIONERS OF PUBLIC LANDS

We, the undersigned **Mayor** and clerk of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, in accordance with the provisions of Chapter 24 of the Wisconsin Statutes, do hereby make application for a loan of **One Million And 00/100 Dollars (\$1,000,000.00)** from the Trust Funds of the State of Wisconsin for the purpose of **financing pass-through loan to Developer of Public Market**.

The loan is to be continued for a term of **20** years from the 15th day of March preceding the date the loan is made. The loan is to be repaid in annual installments, as provided by law, with interest at the rate of **6.00** percent per annum.

We agree to the execution and signing of such certificates of indebtedness as the Board may prepare and submit, all in accordance with Chapter 24, Wisconsin Statutes.

The application is based upon compliance on the part of the City with the provisions and regulations of the statutes above referred to, as set forth by the following statements which we do hereby certify to be correct and true.

The meeting of the common council of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, which approved and authorized this application for a loan was a regularly called meeting held on the _____ day of _____, 20_____.

At the aforesaid meeting a resolution was passed by a majority vote of the members of the common council approving and authorizing an application to the Board of Commissioners of Public Lands, State of Wisconsin, for a loan of **One Million And 00/100 Dollars (\$1,000,000.00)** from the Trust Funds of the State of Wisconsin to the City of **Green Bay** in the County(ies) of **Brown**, Wisconsin, for the purpose of **financing pass-through loan to Developer of Public Market**. That at the same time and place, the common council of the City of **Green Bay** by a majority vote of the members, adopted a resolution levying upon all the taxable property in the city, a direct annual tax sufficient in amount to pay the annual installments of principal and interest, as they fall due, all in accordance with Article XI, Sec. 3 of the Constitution and Sec. 24.66(5), Wisconsin Statutes.

A copy of the aforesaid resolutions, certified to by the city clerk, as adopted at the meeting, and as recorded in the minutes of the meeting, accompanies this application.

A statement of the equalized valuation of all the taxable property within the City of **Green Bay**, certified to by the **Mayor** and clerk, accompanies this application.

Given under our hands in the City of **Green Bay** in the County(ies) of **Brown**, Wisconsin, this _____ day of _____, 20_____.

Mayor, City of **Green Bay**

Clerk, City of **Green Bay**

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FORM OF RECORD

The following preamble and resolutions were presented by Alderman _____ and were read to the meeting.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of **One Million And 00/100 Dollars (\$1,000,000.00)** for the purpose of **financing pass-through loan to Developer of Public Market** and for no other purpose.

The loan is to be payable within **20** years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of **6.00** percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the City of **Green Bay** by such loan from the state be applied or paid out for any purpose except **financing pass-through loan to Developer of Public Market** without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the **Mayor** and clerk of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, are authorized and empowered, in the name of the city to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the city pursuant to this resolution. The **Mayor** and clerk of the city will perform all necessary actions to fully carry out the provisions of Chapter 24, Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this city forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

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Alderman _____ moved adoption of the foregoing preamble and resolutions.

The question being upon the adoption of the foregoing preamble and resolutions, a vote was taken by ayes and noes, which resulted as follows:

1.	Alderman _____	voted	_____
2.	Alderman _____	voted	_____
3.	Alderman _____	voted	_____
4.	Alderman _____	voted	_____
5.	Alderman _____	voted	_____
6.	Alderman _____	voted	_____
7.	Alderman _____	voted	_____
8.	Alderman _____	voted	_____
9.	Alderman _____	voted	_____
10.	Alderman _____	voted	_____
11.	Alderman _____	voted	_____
12.	Alderman _____	voted	_____

A majority of the members of the common council of the City of **Green Bay**, in the County(ies) of **Brown**, State of Wisconsin, having voted in favor of the preamble and resolutions, they were declared adopted.

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN

County(ies) of **Brown**

I, _____, Clerk of the City of **Green Bay**, in the County(ies) of **Brown**, State of Wisconsin, do hereby certify that the foregoing is a true copy of the record of the proceedings of the common council of the City of **Green Bay** at a meeting held on the ____ day of _____, _____, relating to a loan from the State Trust Funds; that I have compared the same with the original record thereof in my custody as clerk and that the same is a true copy thereof, and the whole of such original record.

I further certify that the common council of the City of **Green Bay**, County(ies) of **Brown**, is constituted by law to have _____ members, and that the original of said preamble and resolutions was adopted at the meeting of the common council by a vote of _____ ayes to _____ noes and that the vote was taken in the manner provided by law and that the proceedings are fully recorded in the records of the city.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of **Green Bay** this _____ day of _____, 20____.

Clerk (Signature)

Clerk (Print or Type Name)

City of **Green Bay**

County(ies) of **Brown**

State of Wisconsin

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN
COUNTY(IES) OF **BROWN**

TO: THE BOARD OF COMMISSIONERS OF PUBLIC LANDS

I, _____, Clerk of the City of **Green Bay**, County(ies) of **Brown**, State of Wisconsin, do hereby certify that it appears by the books, files and records in my office that the valuation of all taxable property in the City of **Green Bay** is as follows:

EQUALIZED VALUATION FOR THE YEAR 20_____ * \$ _____
* Latest year available

I further certify that the whole existing indebtedness of the City of **Green Bay**, County(ies) of **Brown**, State of Wisconsin, is as follows (list each item of indebtedness):

NAME OF CREDITOR	PRINCIPAL BALANCE (EXCLUDING INTEREST)
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL INDEBTEDNESS:	\$ _____

Clerk (Signature)

Clerk (Print or Type Name)

City of **Green Bay**

County(ies) of **Brown**,

State of Wisconsin

_____, 20_____
Date

THE TOTAL INDEBTEDNESS, INCLUDING THE TRUST FUND LOAN APPLIED FOR, MAY NOT EXCEED 5% OF THE VALUATION OF THE TAXABLE PROPERTY AS EQUALIZED FOR STATE PURPOSES. (Sec. 24.63(1), Wis. Stats., 1989-90)

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Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # Q.10

To approve up to \$78,000 of ARPA interest funding for the purchase of electronic locks for 12 park shelters.

BACKGROUND

Requesting approval to use ARPA interest for 12 park electronic shelter locks estimated \$78,000.
Locks to be quoted with approved funding, final purchase of locks will be brought back to Finance.

RECOMMENDATION

Approve

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # Q.I I

To approve and direct staff to reach out to the Green Bay Public School District to discuss two options:

1. Green Bay Public Schools will pay the City of Green Bay \$100,000 to buyout the lease;
2. The City of Green Bay to engage in an agreement with Green Bay Public School District that will reimburse the City of Green Bay for lost revenue to the end of the agreement.

BACKGROUND

To move the cell tower equipment, the approval of the third amendment is necessary.
Cell Tower company has the right to set new terms for the lease if we modify the built structure.
If amendment is not approved, the cell tower will not be moved.

RECOMMENDATION

Approve

FISCAL IMPACT

ATTACHMENTS

1. Third Amendment (844450) (4875-0986-5431 v
2. Cell Tower Photos
3. Fisk Cell Tower Lease Payments

THIRD AMENDMENT TO GROUND SITE LEASE AGREEMENT

THIS THIRD AMENDMENT TO GROUND SITE LEASE AGREEMENT (the “Third Amendment”) is made effective this ____ day of _____, 2024 (“Effective Date”), by and between CITY OF GREEN BAY-CLERK, _____, and Green Bay City Of Park Dept, _____ (hereinafter referred to as “Lessor”) and CCATT LLC, a Delaware limited liability company (hereinafter referred to as “Lessee”).

RECITALS

WHEREAS, City of Green Bay (“Original Lessor”) and TeleCorp Realty, L.L.C., a limited liability company formed in the State of Delaware (“Original Lessee”) entered into a Ground Site Lease Agreement dated May 10, 2001, a memorandum of which was recorded in the official records of Brown County, Wisconsin (“Official Records”) on June 1, 2001 at Instrument No. 1817482 (the “Original Lease”) whereby Original Lessee leased certain real property, together with access and utility easements, located in Brown County, Wisconsin from Original Lessor (the “Leased Premises”), all located within certain real property owned by Original Lessor (“Lessor’s Property”); and

WHEREAS, the Original Lease was amended by that certain First Amendment to Ground Site Lease Agreement dated February 21, 2008, and by that certain Second Amendment to Ground Site Lease Agreement dated July 31, 2012 (“Second Amendment”) (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the “Lease”); and

WHEREAS, CCATT LLC is currently the Lessee under the Lease as successor in interest to the Original Lessee; and

WHEREAS, the Lease commenced on May 10, 2001. The First Amendment provided for a new initial term that commenced on May 1, 2008 and expired on April 30, 2013 (the “New Initial Term”). The First Amendment further provides for five (5) extensions of five (5) years each beyond the New Initial Term, three (3) of which were exercised by Lessee. According to the Lease, the final extension expires on April 30, 2038; and

WHEREAS, Lessor and Lessee desire to amend the Lease on the terms and conditions contained herein.

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

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Rent Escalation. Commencing on May 1, 2028 and every year thereafter (each an “Adjustment Date”), the Rent shall increase by an amount equal to two percent (2%) of the annual Rent in effect for the year immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Lease.

3. Notices. Lessee's notice address as stated in Section 2 of the Second Amendment is amended as follows:

If to Lessee:

CCATT LLC

Attn: Legal – Real Estate Department

2000 Corporate Drive

Canonsburg, PA 15317

4. Counterparts. This Third Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

5. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this Third Amendment is hereby amended to be consistent.

6. Recordation. Lessee, at its cost and expense, shall have the right to record a memorandum of this Third Amendment in the Official Records at any time following the execution of this Third Amendment by all parties hereto.

[Signature pages follow]

Lessor and Lessee have caused this Third Amendment to be duly executed on the day and year first written above.

LESSOR:

CITY OF GREEN BAY-CLERK, _____,
and Green Bay City Of Park Dept, _____

By: _____

Print Name: _____

Title: _____

Lessor affirms that this Third Amendment
was approved at a duly noticed public
meeting held on _____ 2024

[Lessee Execution Page Follows]

This Third Amendment is executed by Lessee as of the date first written above.

LESSEE:

CCATT LLC, a Delaware limited liability
company

By: _____

Print Name: _____

Title: _____



A

EXISTING EQUIPMENT OVERVIEW



B

PROPOSED LEASE AREA LOCATION

Fisk Park/Del Marcelle Stadium

Cell Tower Lease Amendment - Payment Schedule Summary

Lease Payment Year	Existing Cell Tower Payment Schedule	Proposed 2% Increase Each Year Starting in 2028	Proposed Revised Cell Tower Payment Schedule	Difference In Proposed Payments Per Year
2025	\$ 53,708.41		\$ 53,708.41	\$ -
2026	\$ 53,708.41		\$ 53,708.41	\$ -
2027	\$ 53,708.41		\$ 53,708.41	\$ -
2028	\$ 67,136	\$ 1,074	\$ 54,782.58	\$ 12,353
2029	\$ 67,136	\$ 1,096	\$ 55,878.23	\$ 11,258
2030	\$ 67,136	\$ 1,118	\$ 56,995.79	\$ 10,140
2031	\$ 67,136	\$ 1,140	\$ 58,135.71	\$ 9,000
2032	\$ 67,136	\$ 1,163	\$ 59,298.42	\$ 7,838
2033	\$ 83,919	\$ 1,186	\$ 60,484.39	\$ 23,435
2034	\$ 83,919	\$ 1,210	\$ 61,694.08	\$ 22,225
2035	\$ 83,919	\$ 1,234	\$ 62,927.96	\$ 20,991
2036	\$ 83,919	\$ 1,259	\$ 64,186.52	\$ 19,732
2037	\$ 83,919	\$ 1,284	\$ 65,470.25	\$ 18,449
	\$ 916,400		\$ 760,979.18	
	\$ 916,400	Existing Fisk Park Cell Tower Total Lease Payments Through 2037		
	\$ 760,979	Proposed Fisk Cell Tower Total Lease Payments Through 2037		
	\$ 155,421	Total Difference Between the Lease Payment Options		

Note:

The existing lease expires in 2038. This amendment does not extend the lease end date. We will have to negotiate a new lease at that time.

This lease amendment only provides for the relocation of the surface mounted cell tower equipment to a location under the new bleachers. The cell tower itself will not be moved.

The Green Bay School District has agreed to pay all construction costs associated with the relocation of the surface mounted cell tower equipment for a total estimated cost of \$130,000.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # R.I

To approve a Design, Construction & Dedication Agreement with the Friends of Bay Beach Amusement Park for the construction of the West End Train expansion project.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bay Beach West End Train Construction Dedication Agreement - FOBB 9-4-24
2. Train Modifications Maps - 6-3-24



City of Green Bay
Department of Parks, Recreation & Forestry

DESIGN, CONSTRUCTION & DEDICATION AGREEMENT
BAY BEACH AMUSEMENT PARK
WEST END TRAIN RIDE MODIFICATIONS

This Agreement is made this _____ day of September 2024, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (City), and the Friends of Bay Beach, (FOBB), a Wisconsin 501(c)(3) charitable organization.

RECITALS

- A. The City is the Owner of the property located at 1313 Bay Beach Road, Green Bay, WI 54301 and generally known as Bay Beach Amusement Park (Bay Beach). Bay Beach is a 75-acre municipal owned amusement park featuring parking lots, walkways, shelters and classic amusement rides located along the shoreline of the Bay of Green Bay.
- B. FOBB is a Wisconsin 501 (c)(3) charitable organization dedicated to preserving, promoting and expanding Bay Beach.
- C. The City and FOBB have identified the need for modifications to the West End train ride to accommodate larger new trains, extend the train tracks to the new All-Inclusive Playground and to install a new restroom facility at Bay Beach Amusement Park.
- D. The Friends of Bay Beach have proposed to purchase all necessary materials along with hiring contractors to complete the project. Several contractors will need to be selected and engaged. Work shall include the following elements; erosion control, site grading, gravel base, concrete flatwork, asphalt walks, concrete footings/slabs, building utilities, prefabricated bathroom installation, relocation of the existing train depot building, modifications to the train storage building, install a second train depot building, lighting, fencing, site restoration and stormwater management. The contractors engaged by the FOBB will coordinate closely with the City of Green Bay as it relates to site access, construction scheduling and all necessary inspection requirements by the City within the sole discretion of the City. The City will enter into an Access Agreement with each contractor.
- E. The City has approved up to \$260,000 in funding for this project to purchase materials for the steel train tracks, lumber for the tracks and a prefabricated steel train depot shelter. City staff will install the new steel train depot structure and train tracks independent from the rest of the project. The City will coordinate securing all necessary permits and will coordinate with the various contractors as necessary.
- F. The Friends of Bay Beach have hired a consultant to complete all of the necessary engineering for this project. The City is currently working with the consultant to ensure the plans and specifications meet the needs of the City. The City has hired an engineering consultant to design the required stormwater management facility. The stormwater management engineering is complete. The City will apply for the necessary permits associated with the site work and stormwater management facility. The FOBB agree to install the site work and stormwater management facility per the final City supplied construction

plans and specifications. The City agrees to allow the work to be completed for these purposes, and FOBB agrees to do the work at FOBB's sole expense and requests that the City accept the dedication and assume maintenance responsibilities upon completion and final inspection of the Project.

- G. The City is agreeable to accepting the dedication and assumption of maintenance of the completed Project subject to the acceptance of the construction by the City.

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, including but not limited to adopted or approved plans or specifications on file with the City, 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, 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 granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City will take the necessary action to amend any conflicting approvals or conditions.

II. FINANCING

- A. Budget. The total cost of the Project is approximately \$1,250,000.
- B. Sources. The Project and all improvements and work required therewith shall be paid for exclusively by FOBB. In the event of Project cost overruns, FOBB shall be solely responsible for timely paying and/or securing all additional funds necessary to complete the Project.

III. OBLIGATIONS OF THE PARTIES

- A. Concept Plan. No concept plan is required. The City has already completed the site plan layout for this project.
- B. Contractor. FOBB shall provide construction contractor's name, address, valid Wisconsin contractor's license, approved bidder's proof, evidence of insurance, and proper classifications to the City prior to

construction. The Access Agreements include indemnity and hold harmless provisions in favor of the City. The Access Agreements must be signed prior to the contractor commencing work at Bay Beach.

- C. Construction Documents. The FOBB will install the site work per the City approved engineered construction documents. Any deviations to the plans will need to be reviewed with the City prior to the work being done. Construction Plans and Specifications are attached as Attachment A.
- D. Design and Construction. The Friends of Bay Beach have hired an engineering consultant to complete the design work for this project. The City is working cooperatively with the FOBB and consultant to make sure it is designed to the City's satisfaction. The FOBB will construct this project according to the final City approved plans and specifications. Any changes are to be reviewed and approved with the City prior to the work being done. Construction of the Project shall conform to City and State of Wisconsin specifications and requirements. FOBB shall cause work to be halted and remedial measures to be taken to the City's satisfaction should the work be out of compliance with the plans and specifications, and/or standard construction practices.
- E. Inspection. FOBB shall provide for the inspection of construction, including administration, testing, and inspection, or other supervision of construction, by a registered engineer hired by FOBB and approved by the City, which approval will not be unreasonably withheld, to ensure construction is in conformance with the plans and specifications. The City shall provide periodic inspection of the improvements during the construction period by its Department of Public Works, Parks Department, and/or Inspections Department and when necessary, the State Ride Inspector to ensure that construction is in conformance with the plans and specifications. The City may be required to hire an archaeologist to be onsite to supervise a portion of the excavation. The Contractor will be required to coordinate with the archaeologist as necessary. The City agrees to notify FOBB upon completion of inspection if it determines that any or all of the improvements as constructed are not in conformance with the plans and specifications.
- F. Change Orders. After consultation and agreement with the City, FOBB shall execute change orders and resolve contract claims relating to design and construction of the Project. FOBB shall assume financial commitments resulting from any change order or resolution of a contract claim from construction of the Project.
- G. Permits and Use. FOBB 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 disturb, develop and/or use the Property as set forth above.
- H. Improvement of Property. FOBB shall promptly complete the Project. Substantial work on the Project shall be completed no later than June 28, 2025. FOBB shall provide an engineer's certification to the City that the Project and all improvements have been constructed in accordance with the approved plans and specifications and shall furnish to the City as-built plans of the improvements within thirty (30) days of final acceptance.
- I. Maintenance and Repair. FOBB 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. Easements. The City shall grant to FOBB such easements as are reasonably necessary for construction of the Project, including temporary construction and access easements.

- K. Insurance. Ensuring that all necessary insurance has been procured is the responsibility of FOBB. FOBB and each of its separate contractors and subcontractors shall purchase and maintain such insurance, and indemnify and save harmless the City from any and all claims for General and Automobile Liability and Worker's Compensation/Employers' Liability, as applicable, including claims for damages resulting in bodily injury, including but not limited to death, and property damage and arising out of or resulting from FOBB, its contractors and subcontractors' direct or indirect operations under this Agreement, whether such operations be performed by himself/herself or by any subcontractor or anyone directly or indirectly employed by any of them.

This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is the greater, notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy and shall include contractual liability insurance as applicable to the FOBB's obligations.

FOBB, its contractors, and subcontractors' insurance shall always be primary with respect to the City's responsibilities under this Agreement. The City of Green Bay shall be named as additional insured on the types of insurance listed in this section.

FOBB, its contractors, and subcontractors' insurance shall contain a provision that provides thirty (30) days written notice of cancellation or change to the City.

No insurance required under this Agreement shall be carried with an insurer not authorized to do business in Wisconsin by the Wisconsin State Insurance Department. The City reserves the right to disapprove of any insurance company.

All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Green Bay, its officers, elected officials, agents, employees, and authorized volunteers.

Before commencement of construction activities on the Property, FOBB shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, which FOBB, its contractors, and subcontractors' are 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.

Types of Insurance

1. *General Liability*: **FOBB, Contractors, and Subcontractors**

- a. Commercial General Occurrence policy, edition 2006 or 2010 including:
 - i. Premises and Operations
 - ii. Products and Completed Operations
 - iii. Advertising and Personal Injury
 - iv. Explosion, Collapse and Underground Hazard coverage
 - v. Contractual Insurance in writing under General Liability
 - vi. Broad Form Property Damage
 - vii. Coverage for Independent Contractors
 - viii. Care, Custody and Control coverages for City-owned materials at worksite
 - ix. Endorsement naming the City of Green Bay, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

b. Limits of Liability:

Bodily Injury/Property Damage Combined Single Limits:

Per Occurrence	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury/ Advertising Injury	\$2,000,000
Fire Damage Limit	\$100,000
Medical Payments Limit	\$10,000
General Aggregate	\$2,000,000

2. *Worker's Compensation and Employers' Liability Insurance: Contractors and Subcontractors*

a. Limits of Liability

i.	Workers' Compensation	\$1,000,000 per accident \$1,000,000 disease policy limit \$1,000,000 disease each employee
ii.	Employers' Liability	\$1,000,000

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

3. *Automobile Liability: Contractors and Subcontractors*

a. Coverages must include the following extensions:

Comprehensive Forms

- i. All Owned Autos
- ii. All Hired Autos
- iii. All Non-Owned Autos
- iv. Mobile Equipment
- v. Specialized Equipment
- vi. Contractual Insurance
- vii. Uninsured Motorists to Limit of Policy
- viii. Additional Insured Endorsement naming City of Green Bay, its employees, agents and assigns.

b. Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:	\$1,000,000 per person/accident
--	------------------------------------

Uninsured Motorists:

\$25,000 per person
\$50,000 per accident

4. *Umbrella Coverage: Contractors and Subcontractors*

The Contractor shall provide \$2,000,000 for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employer's Liability, Commercial General Liability, and Automobile Liability

5. *Builder's Risk Insurance: Contractors and Subcontractors*

Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, FOBB shall require all contractors and subcontractors to obtain and keep in full force and effect an all builders risk insurance policy for all portions of the Property affected by the Project with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve FOBB of its obligation to perform under this Agreement and, in the event of loss, FOBB shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

6. CONTRACTORS POLLUTION LIABILITY (Occurrence Basis)

A. Limit of Liability \$1,000,000

B. Form must include coverage for natural resources damage

C. Minimum must include waiver of subrogation endorsement in favor of the City

D. Coverage must include transportation and loading and unloading.

L. General Indemnity.

1. Protection Against Losses. FOBB and its Contractors shall indemnify, defend and hold harmless the City, and its officers, employees, agents, attorneys, and insurers, from any and all suits, actions, legal or administrative proceedings, 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 FOBB of the terms of this Agreement;
- b) Any non-compliance with laws, ordinances, rules or regulations applicable to FOBB's obligations under this Agreement; or
- c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from FOBB's failure to comply with its obligations under this Agreement or otherwise;
- d) Any act, omission, fault, or negligence of FOBB or of anyone acting under its direction or control or on its behalf, including its invitees.

- e) Any and all claims arising out of or resulting pursuant to the design or construction of the improvements, and/or the performance of the work specified in this Agreement.

In any and all claims against the City, its officers, agents and employees by any employee of the FOBB, its contractors, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable for or for FOBB, its contractors or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

- 2. Limit on Indemnification. FOBB is not required to indemnify the City for the negligent or intentional acts, errors or omissions of the City or their employees or agents.
 - 3. Indemnification Procedures. FOBB 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, which notice shall be given by the City within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate FOBB's indemnification obligations to the City. Notwithstanding the foregoing, in its sole discretion and at its expense, the City 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 FOBB; provided, however, that if the City is advised in writing by its legal counsel that there is a conflict between the positions of FOBB and the City, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City different from or in addition to those available to FOBB, then counsel for the City, at FOBB's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City. FOBB shall not enter into any compromise or settlement without the prior written consent of the City, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City shall be reasonable grounds for the City to refuse to provide written consent to a compromise or settlement. If FOBB does not assume the defense of such claim, suit or action, FOBB shall reimburse the City for the reasonable fees and expenses of counsel(s) retained by the City, and shall be bound by the results obtained by the City; provided, however, that no such claim, suit or action shall be settled without FOBB's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against FOBB shall be reasonable grounds for FOBB to refuse to provide written consent to a compromise or settlement.
 - 4. This indemnity provision shall survive the expiration or termination of this Agreement. Nothing herein is intended or can be construed as requiring the City to assume any liability resulting from the design or construction of the improvements.
- M. Final Acceptance. The City shall accept the improvements for continuous maintenance upon satisfactory completion of construction as determined by the City and confirm acceptance of the same in writing by the City's Director of Public Works or City's Director of Parks, Recreation & Forestry. Under no circumstances shall the City be obligated to accept for maintenance any or all of the improvements if it deems that such improvements have not been satisfactorily constructed, as determined in its sole discretion. FOBB shall obtain lien waivers for all work completed on the improvements prior to final acceptance by the City. The Parties acknowledge and agree that the Project and all improvements are temporary in nature, and nothing is intended to impose any continuing obligations on the City other than maintenance, and only for so long as the improvements are utilized for a playground purposes.

IV. REPRESENTATIONS, WARRANTIES, AND COVENANTS

FOBB 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. Payment. FOBB shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. FOBB 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 FOBB 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. FOBB shall pay all other obligations relating to the Project, including all creditors holding liens or other secured interests against the Property when and as the same become due.
- C. Certification of Facts. No statement of fact by FOBB contained in this Agreement and no statement of fact furnished or to be furnished by FOBB 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.
- D. No Litigation. There is no litigation or proceeding pending or threatened against or affecting FOBB that would adversely affect the Project, the ability of FOBB to complete the Project or the ability of FOBB to perform its obligations under this Agreement.
- E. 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 FOBB is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which FOBB is a party or an obligor.
- F. 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. FOBB 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.

V. 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. Damages. Sue for damages;

3. Specific Performance. Sue for specific performance;
 4. Other Remedies. Pursue any other remedies available to the parties 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 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.

VI. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. This Agreement is terminated because of an Event of Default;
 2. The parties agree in writing to terminate this Agreement.
- B. Survival of Certain Provisions. Sections III.L., III.M., IV. F., V. C., VI. B., and VII. C. shall survive the termination of this Agreement.

VII. MISCELLANEOUS PROVISIONS

- A. Assignment. FOBB may not assign its rights under this Agreement without the express prior written consent of the City.
- 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 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 FOBB 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 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. 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.
- 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 FOBB: Friends of Bay Beach
 Attn: Dave Charles
 1740 Cofrin Drive
 Green Bay, WI 54302

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. 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.
- N. 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.
- O. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

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

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

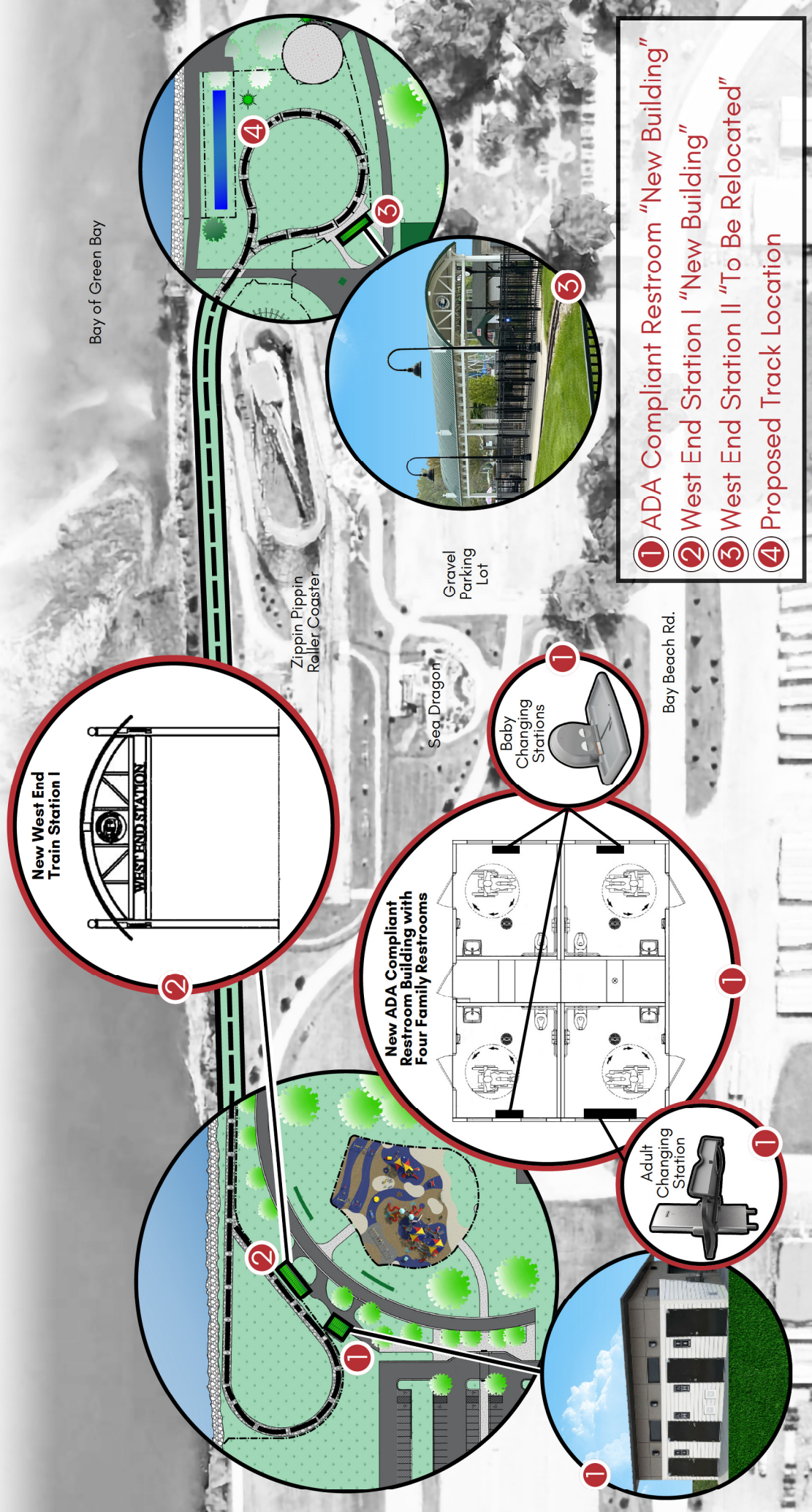
THE CITY OF GREEN BAY and FRIENDS OF BAY BEACH

FRIENDS OF BAY BEACH

By: _____
Dave Charles, President

BAY BEACH AMUSEMENT PARK

WEST END TRAIN RIDE MODIFICATIONS





- ① Replace the West end tot train with a larger, wheelchair accessible passenger train with bench seating.
- ② Rebuild and extend the train tracks to the new all-accessible playground and West end parking lot.
- ③ Construct a new train depot and ADA compliant restrooms.
- ④ Relocate existing train depot to accommodate the new train track alignment.

Contact Dan Ditscheit, Parks Director:
(920) 448-3381 or
Dan.Ditscheit@eenbaywi.gov



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # R.2

To approve General Ordinance No. 23-24, an ordinance creating Section 28-8 of the Green Bay Municipal Code, relating to selling fermented malt beverages in public parks.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 23-24 Relating to Alcohol in Parks

GENERAL ORDINANCE NO. 23-24

AN ORDINANCE
CREATING SECTION 28-8,
GREEN BAY MUNICIPAL CODE,
RELATING TO SELLING
FERMENTED MALT BEVERAGES IN PUBLIC PARKS

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

SECTION 1. Section 28-8, Green Bay Municipal Code, is hereby created to read:

Intoxicants in public parks.

Consistent with Wis. Stats. § 125.06(6), this section hereby authorizes the sale of fermented malt beverages in public parks operated by The City of Green Bay, subject to the following provisions:

- (a) *Sellers.* The City of Green Bay and its officials and employees are permitted to sell fermented malt beverages in City parks. No person who is not an official of or employed by the City is permitted to sell fermented malt beverages in parks without a license or permit as outlined in Chapter 4 of the Green Bay Municipal Code.
- (b) *Intoxicants.* No type of alcohol or intoxicant which is not a fermented malt beverage shall be sold in a park.
- (c) *Containers.* All beverages shall be sold in unbreakable containers. Glass containers are not permitted.
- (d) *License.* The City is not required to obtain a license or permit to sell fermented malt beverages in public parks as outlined in this section.
- (e) *State provisions.* All other state provisions, including Wis. Stats. Ch. 125, shall apply to this section.

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
09/17/2024

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Joseph Faulds
Chief of Operations

Re: Request to Fill Vacant Positions

Date: September 6, 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.

- Building Maintenance Technician (BMT) – Replacement position due to the retirement of Bruce Kollman effective at the end of the day on November 1, 2024. This position is budgeted at \$25.43-\$29.06/hour (Pay Grade F).
 - Request to fill vacancy prior to retirement date to ensure BMT duties are completed.
- Arborist I/II – Replacement position due to an internal promotion. The position is budgeted at \$25.43-\$30.58/hour (Pay Grade F/G).

**Position Fill Request
Justification Report
August 27, 2024**

Position Title: Building Maintenance Technician (BMT)
DPW Operations Division/Buildings and Grounds Section

- 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 become vacant on November 1, 2024 due to the retirement of Bruce Kollman. However, the position's responsibilities are not being fulfilled because Bruce has been on qualified leave since Friday, August 30, 2024. He will be on leave through October 31, 2024 and will officially retire on November 1, 2024. This arrangement has been approved through Human Resources.

In order to ensure that the BMT duties are being completed, DPW is requesting an over hire for this position as soon as possible due to DPW's 24/7 first responder activity related to Building Maintenance Technician's duties.

- 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 currently funded in the DPW operating budget. The current wage range for this position is \$25.43 to \$29.06 per hour (Pay Grade F).

- 3. Please list the functions and any special information regarding this position.**

The Building Maintenance Technician staff cleans and maintains all DPW facilities. They provide 24-hour on-site duty coverage on weekdays and 24-hour first-response on-call service on weekends. BMT's serve as DPW's first responders to emergency calls received from the DPW emergency line and Police Department. BMT job duties include but are not limited to building cleaning and maintenance, first-response barricading, supplemental incident traffic control, securing DPW facilities after hours, and crash debris clean-up.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

This position does not generate revenue for the City. But the use of in-house labor and equipment reduces the need to contract out for those services.

- 5. Please explain why current staff is unable to absorb duties of this position.**

Each of the three (3) Building Maintenance Technicians work five (5) 8-hour shifts on-site Monday through Friday. They also rotate first-response on-call duty for the entire weekend on a three week rotation. If the current BMT staff is reduced then overtime must be

expended to maintain proper BMT coverage. This would increase the potential of BMT burnout.

6. If duties of position are presently being done, how are they done?

When a Building Maintenance Technician vacancy occurs, DPW either pays overtime to other BMT staff or modifies the work schedule of DPW Laborers from other sections to fill vacant BMT shifts. Vacant weekday (Monday to Friday from 7:00 a.m. to 3:00 p.m.) BMT shifts are not filled because the rest of DPW field staff is present for emergency response.

7. What service would be reduced or eliminated if this position is not filled?

DPW will continue to perform all of its core services. However, a reduction in staffing can result in a lower level of service to residents and potentially increase the amount of time required to complete the services. If a BMT position is eliminated, DPW plans to change to an on-call BMT service on weekends. First responder actions will still be performed. But it response will dispatch from the BMT's private residence instead of from a DPW facility.

8. What are the alternative methods and costs of accomplishing the work?

See response to item 7 above.

9. Are there union issues?

No.

10. Other supporting comments.

None.



Parks, Recreation & Forestry Department
100 North Jefferson Street - Room 510
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3365
Fax 920.448.3393

September 6, 2024

To: Personnel Committee
Joseph Faulds, Chief of Operations

From: Dan Ditscheit

Re: Request to Recruit for an Arborist I or Arborist II for Vacant Arborist I Position

The Parks, Recreation and Forestry Department has a current Arborist I position that is open due to an internal promotion. We are requesting the flexibility to recruit for an Arborist I or Arborist II. Arborist I positions are considered entry level positions. Arborist II positions require a much higher skill set.

There is currently a shortage of skilled Arborists in the region. This is being recommended because of the difficulty we have had receiving qualified applicants from previous open Arborist II positions. Recent recruitment numbers are as follows:

- Arborist II (2024 Recruitment): Sixteen (16) applications received; Three (3) candidates interviewed.
- Arborist I (2022 Recruitment to fill two separate vacancies): Nineteen (19) applications received; Four (4) candidates interviewed.
- Arborist II (2022 Recruitment): Seven (7) applications received; Three (3) candidates interviewed.

The recommendation is to advertise for a general Arborist and to fill the position as an Arborist I or II based on the qualifications of the applicant.

The Arborist I position is currently at Grade F. Starting pay is \$25.43/hr. The Arborist II position is currently at Grade G. Starting pay is \$27.36/hr. The total annual salary cost difference between the two positions for 1 year is \$4,014. We currently have (5) Arborist I positions and (9) Arborist II positions in the Parks, Recreation & Forestry Table of Organization. If an Arborist II is hired, we would amend the table of organization accordingly. There is enough money in the 2024 budget to absorb these additional costs, if approved.

Dan Ditscheit

Parks, Recreation & Forestry Director



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # T.I

To receive and place on file the report by the Police Department on the monthly Traffic Enforcement Unit Traffic Safety Plan.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 08 TRAFFIC SAFETY PLAN August 2024



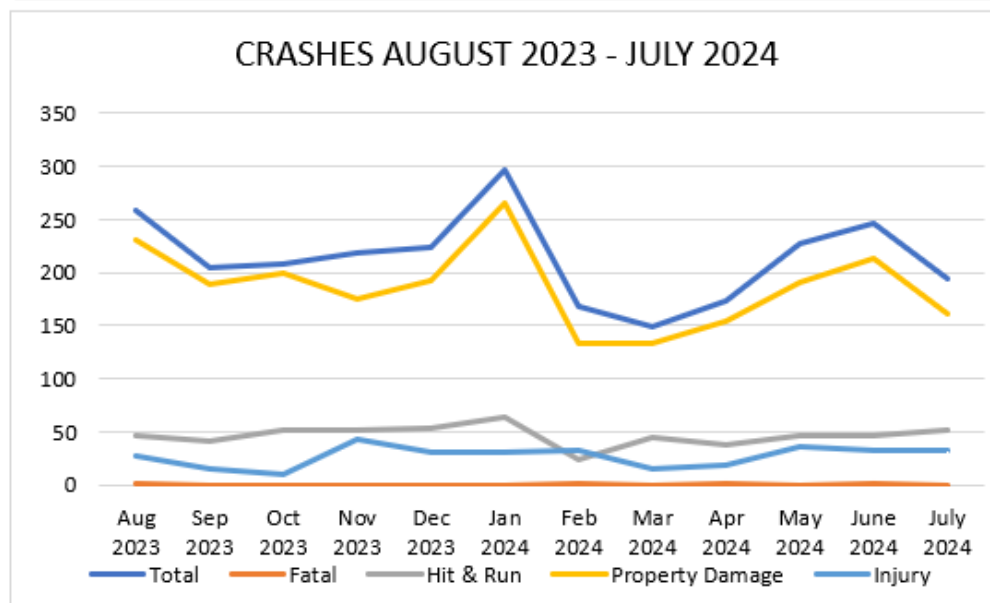
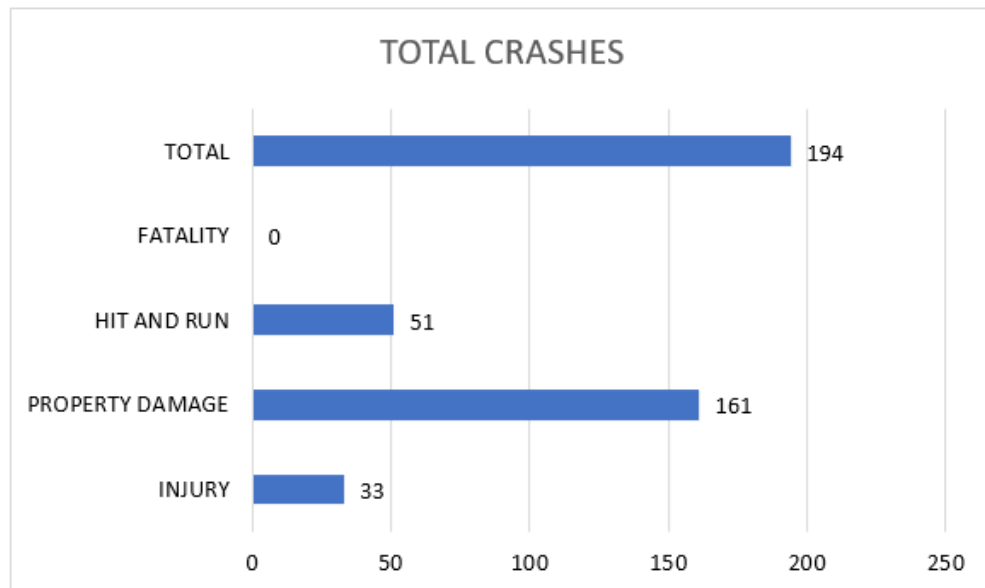
Green Bay Police Department

AUGUST 2024

Traffic Safety Plan

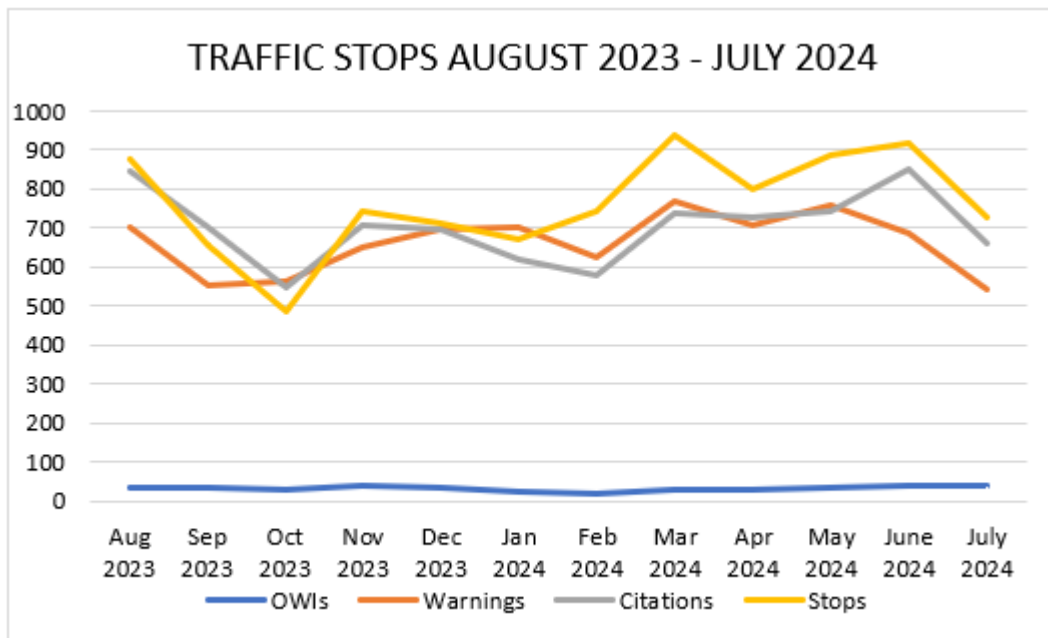
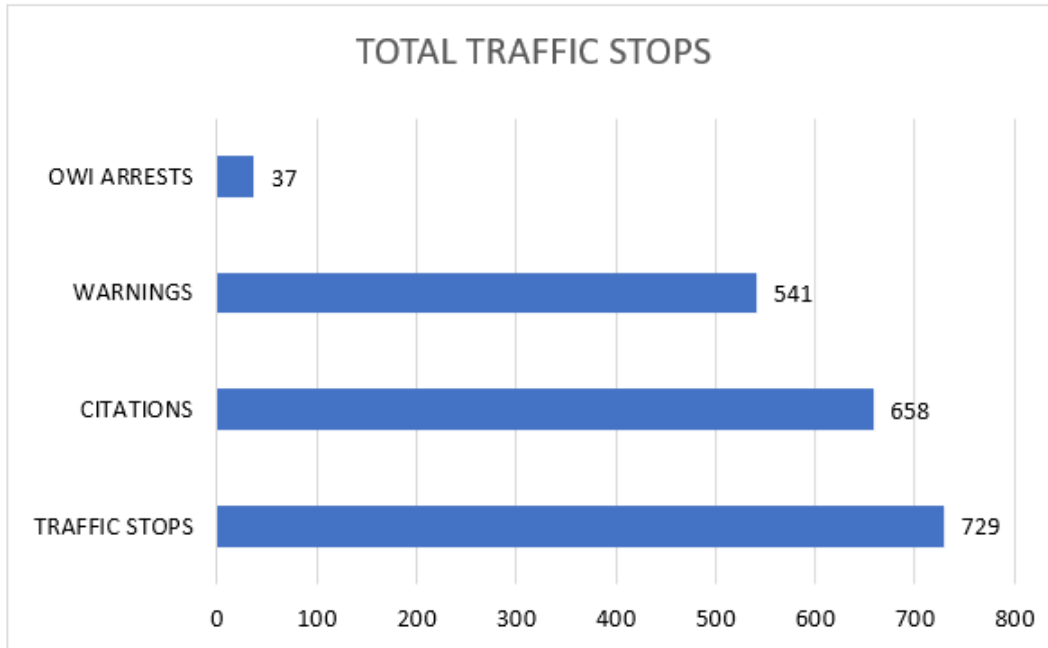
Traffic complaints are the #1 complaint made to the Green Bay Police Department and City Alderpersons. The police department is committed to safe travels for motorists, pedestrians and bicyclists. With a goal of reducing traffic crashes, property damage, injury and death on Green Bay's roadways, the police department will use a data driven approach for traffic enforcement. Data analytics from crash data, citizens complaints and speed boards (when in use) will be used to identify traffic emphasis areas. Each month's report will be posted on the police department's website and will be presented at the Traffic, Bicycle and Pedestrian Commission meeting.

JULY 2024 CRASH DATA



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

JULY 2024 TRAFFIC STOPS



UPCOMING TRAFFIC TASK FORCE DEPLOYMENTS

- * BROWN COUNTY OWI TASK FORCE— August 3, 10, 17, and 23
- * DOWNTOWN SPEED / RECKLESS DRIVING ENFORCEMENT— August 2, 3, 9, 10, 16, 17, 23, 24, 30, and 31
- * BROWN COUNTY SPEED / RECKLESS DRIVING ENFORCEMENT—August 6, 13, 20, and 30
- * LOCAL ALCOHOL ENFORCEMENT—August 2, 9, 16, 24, 30, and 31
- * PEDESTRIAN BICYCLE SAFETY ENFORCEMENT—August 7, 14, and 22
- * CLICK IT OR TICKET SEATBELT ENFORCEMENT—August 8 and 15

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

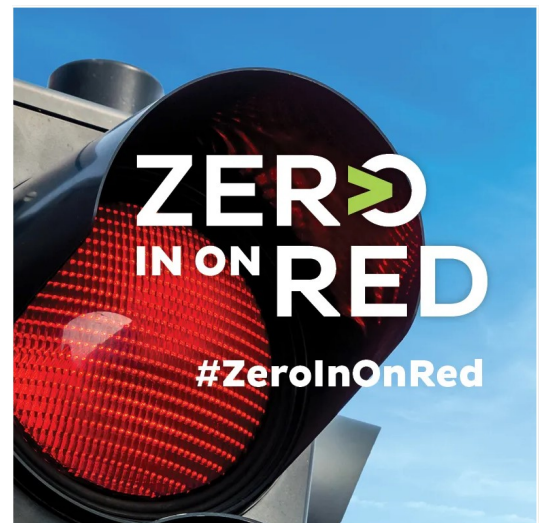
TRAFFIC COMPLAINTS

Below are the most recent traffic complaints received by the Green Bay Police Department. To make a traffic complaint, call the Traffic Enforcement Unit Complaint at (920) 448-3212. Residents can also submit an online complaint through the City's Request for Service page. Please leave detailed information including specific times/days of the week, street and block number/intersection, and contact information if you would like follow-up from an officer.

District	Area	Complaint
A	2600-2700 BLKS WEST POINT RD	Speeding
A/B	1100 BLK S ONEIDA ST	Loud exhaust
B	MARQUETTE AV / ST PAUL ST	Loud music from vehicles
B	GROSS AV / LIBERTY ST	Speeding
B	900 BLK S NORWOOD AV	Speeding and Reckless driving
B	800 BLK 9TH ST	Speeding
B	LIBERTY ST / S NORWOOD AV	Traffic violations
D	DEBRA LN / ABRAMS ST	Speeding and Stop sign violations
D	500 BLK ACME ST	Engine braking
D	200 BLK WINDWARD RD	Loud exhaust and Speeding
D	VAN CASTER RD / HUMBOLDT RD	Speeding
D	ENGLEWOOD RD	Loud music from vehicles

Stop on Red Week—August 4 to August 10 from the National Coalition for Safer Roads

Stop on Red Week began in 1995 by the Federal Highway Administration to remind drivers the risks of not stopping at red lights and to reduce the number and severity of vehicle crashes. Road safety is everyone's responsibility. Drivers can do their part by **ALWAYS STOPPING ON RED**—saving a small amount of time is not worth the risk and encouraging others to do the same.



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

ENFORCEMENT PRIORITY AREAS

Priority areas are determined using a predictive analysis tool through the Wisconsin DOT. The tool uses crash data from the previous three years to determine areas that have a high likelihood of vehicle crashes in the next 30 days.



Analysis Area #2: GREEN BAY (C)

Roadway: WEBSTER AVE N

Total Crashes: 10

Contributing Factors:

- 65+ Driver (4)
- Teen Driver (2)
- Bike (1)
- Pedestrian (1)
- Ocsp Protection (1)
- Winter Road (1)



Analysis Area #3: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 16

Contributing Factors:

- Ocsp Protection (4)
- Teen Driver (4)
- Bike (2)
- Hit & Run (2)
- Speed (2)
- Impaired (1)
- Distracted (1)
- 65+ Driver (1)
- Winter Road (1)



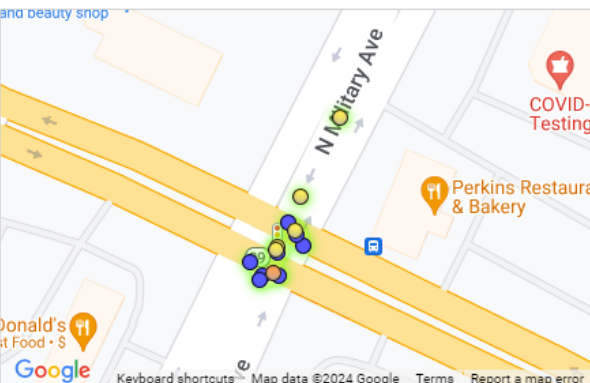
Analysis Area #4: GREEN BAY (C)

Roadway: BAIRD ST N

Total Crashes: 13

Contributing Factors:

- Teen Driver (4)
- Hit & Run (2)
- Ocsp Protection (2)
- Impaired (1)
- Distracted (1)
- 65+ Driver (1)



Analysis Area #5: GREEN BAY (C)

Roadway: 029

Total Crashes: 14

Contributing Factors:

- Hit & Run (2)
- Pedestrian (2)
- 65+ Driver (2)
- Bike (1)
- Motorcycle (1)
- Ocsp Protection (1)
- Impaired (1)
- Teen Driver (1)
- Winter Road (1)



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # T.2

To remove the NO PARKING 7:00 AM - 4:00 PM SCHOOL DAYS restriction on Bond Street, south side, from a point 150 feet east of Westplain Drive to a point 100 feet west of Westplain Drive.

BACKGROUND

Result of Helen Keller school closing

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # T.3

To remove the NO PARKING 7:00 AM TO 4:00 PM SCHOOL DAYS restriction on Bond Street, north side, from a point 207 feet east of Westplain Drive to a point 93 feet west of Westplain Drive.

BACKGROUND

Result of Helen Keller school closing

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # T.4

To remove the NO PARKING 7:00 AM - 4:00 PM SCHOOL DAYS restriction on Oakland Avenue, west side, from Third Street to a point 317 feet south of Third Street.

BACKGROUND

Result of Tank school closing

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # T.5

To remove the NO PARKING 7:00 AM - 4:00 PM SCHOOL DAYS restriction on Third Street, south side, from Oakland Avenue to Greenwood Avenue.

BACKGROUND

Result of Tank school closing

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # T.6

To hold the request by Ald. Stevens to amend the existing policy to include traffic calming measures with all new and reconstructed streets.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 08-19-2024 COGB Traffic Calming Policy August 2024
2. 8-19-2024 Traffic Calming Handout Theno



ADOPTED: Tuesday, October 22, 2007 by the City of Green Bay Common Council

REVISED: Tuesday, March 18, 2008 by the City of Green Bay Common Council

REVISED: Friday, November 15, 2013 by the City Traffic Engineer (updated web hyperlinks due to city website changes, and Table of Contents Appendix 2 reference correction)

REVISED: Thursday, June 20, 2019 by the City Traffic Engineer (updated web hyperlinks due to city website changes)

REVISED: August 27, 2024 by the City of Green Bay Common Council

Department of Public Works | Traffic Division
100 N. Jefferson Street, Room 300
Green Bay, WI 54301
(920) 448-3100

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What is Traffic Calming?

City of Green Bay residents have expressed concern about speeding and cut-through traffic in residential neighborhoods. In response to public interest the City ~~has originally~~ developed a Neighborhood Traffic Calming Policy in 2007.

The Institute of Transportation Engineers defines “traffic calming” as “the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users.”

The City of Green Bay also expands this definition to include non-physical measures such as educational programs and enhanced enforcement

What are Traffic Calming Measures?

~~Neighborhood traffic~~Traffic calming measures are an attempt to enhance traffic and pedestrian safety and preserve neighborhood character and livability. There are a number of traffic calming devices that are available to achieve this effect. The specific measures are described in more detail below, but can generally be used to address problems with speeding, cut-through traffic, increased volume, and safety. When a traffic calming measure is implemented successfully, it is effective and self enforcing.

Beyond residential neighborhoods, there is a desire to expand traffic calming to some collector roadways. Traffic calming measures are generally incompatible with arterial streets. A primary function of arterial streets is to efficiently and expeditiously move traffic through a corridor.

As considered under this policy, traffic calming measures are largely reactive to observed or perceived concerns. In addition to reactive solutions, City staff will work with developers to consider traffic calming measures to be designed into new subdivisions, as appropriate, to address potential conflicts before they arise. Additionally, staff will use input received regarding the need for traffic calming into consideration when designing reconstruction projects for collector and local streets.

The ~~Neighborhood~~Traffic Calming Process?

This section describes the process, regulations, and requirements of the Green Bay ~~Neighborhood~~Traffic Calming Policy. For a brief overview of the process, see the Traffic Calming flow chart (Appendix 1).

STEP 1 — Report the Problem

If you feel as though you have a speeding or traffic problem on your residential street, the first step is to report the problem to City of Green Bay Traffic staff at (920) 448-3100 or dpwmail@greenbaywi.gov. City staff will note your complaint and provide a Traffic Calming Request Form. This form will also be available at <https://greenbaywi.gov/DocumentCenter/View/1579/Traffic-Calming-Request-Form-PDF>. When the form is submitted City staff will evaluate the complaint to determine the nature of the problem, and make sure that the location meets the first traffic calming criteria:

The street must be classified as “Residential.”

The City will not implement traffic calming measures, or conduct traffic calming studies on “arterial”, ~~“collector”~~ streets, and Green Bay Metro bus routes. For the City’s Roadway Classification Map, please refer to the map available at <https://greenbaywi.gov/DocumentCenter/View/4236/Roadway-Functional-Classification-Map>. Staff can work with you to identify other actions if your street does not meet this basic criterion.

STEP 2 — Neighborhood Consensus

After the initial report, City staff will request a petition from a representative number of residents in the neighborhood (at least 20%, or 10 residents, whichever is less) to verify that there is a widespread concern for the speeding or traffic issue. After the petition is received, City staff will review it. The petition form is available at <https://greenbaywi.gov/DocumentCenter/View/4239/Traffic-Calming-Petition-Form-PDF>.

STEP 3 — Data Collection

When it is determined that a representative number of residents perceive the problem, City staff will collect traffic volume and speed data for the street and observe traffic patterns.

Speeding Problem Thresholds:

- If 15% of the vehicles driving on the roadway are traveling at speeds ~~above 32 miles per hour (20 mph for alleyways)~~more than 7 miles per hour (mph) above the posted speed limit, or
- If 5% of the vehicles driving on the roadway are traveling at speeds ~~above 35 miles per hour (25 mph for alleyways)~~more than 10 mph above the posted speed limit, then the street would be eligible for Traffic Calming. This last condition applies to situations where the residents' concern is for the few drivers considerably exceeding the speed limit.

Cut-through Problem Threshold:

- In some cases, the reported problem is related to the volume of traffic on the residential street instead of the speed. If the street carries more than 1000 vehicles per day, then the street would be eligible for Traffic Calming.

Other Issues:

- Some traffic problems do not fit neatly into the speeding or cut-through “boxes”. City staff will evaluate on a case-by-case basis if a unique issue warrants traffic calming.

STEP 4 — Stage 1 Traffic Calming

If the trouble location exceeds the thresholds identified above, City staff will first suggest possible solutions that do not involve the use of physical controls or impediments on the roadway system. These are primarily education and enforcement based measures called Stage 1 traffic calming. These include:

- **Radar Speed Trailer Deployment** — This is a temporary device that is primarily used to educate motorists regarding the fact that they may be significantly exceeding the posted speed limit. Speed data can and may be collected.
- **Traffic Enforcement Actions** — This is traditional enforcement activity on the part of Green Bay Police Department's traffic enforcement officers. The intent is to modify behavior to result in a safer situation for all drivers and neighbors.
- **Traffic Signing and Pavement Markings** — Traffic Engineering staff will review all of the traffic signing and pavement markings in the area. If necessary, staff will install additional signing or striping. When appropriate, changes and additions will be reviewed with interested neighbors.

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- **Driver Feedback Signs** – Traffic Engineering staff will review speed data to determine if placement of a driver feedback sign would assist in achieving voluntary speed limit compliance.

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STEP 5 — Follow-up Data Collection

If one or more of the Stage 1 Traffic Calming measures is implemented City staff will wait approximately three to six months and conduct another speed and/or volume data collection. The data will then be analyzed to determine if the Traffic Calming measure was successful. If the measure was successful, and the thresholds identified in Step 3 are not exceeded then the traffic calming process will end at this point.

If the location continues to exceed the thresholds for speed and/or volume on a residential street, City staff will move on to analyze possible Stage 2 Traffic Calming methods.

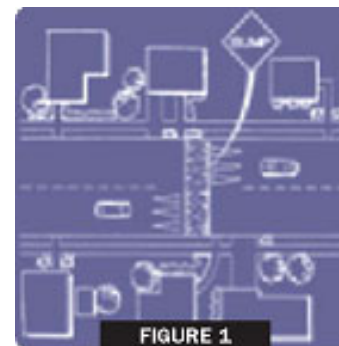
STEP 6 — Stage 2 Traffic Calming Study

City staff will conduct a formal Traffic Calming Study to suggest possible solutions to the problem. The solutions could involve physical modifications of the street intended to control traffic speeds and/or volumes. These are called Stage 2 traffic calming methods. Neighborhood involvement will be a large part of the Traffic Calming Study process.

Possible Stage 2 methods include:

- **Speed Humps**
Speed humps are approximately 12 feet in width and vary from 2.5 to 4 inches in height. This raised pavement serves to physically force motorists to reduce their speed. In order to be effective, speed humps should be placed no further than 300 feet apart.

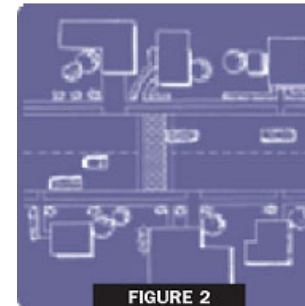
See Figure 1.



- **Speed Tables**

These are speed humps with a long flat section that are generally used at crosswalk locations. Both speed humps and speed tables require signing and roadway markings to make their presence known to motorists and other roadway users.

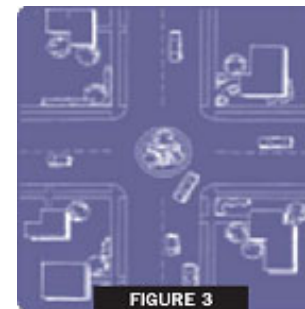
See Figure 2.



- **Traffic Circles**

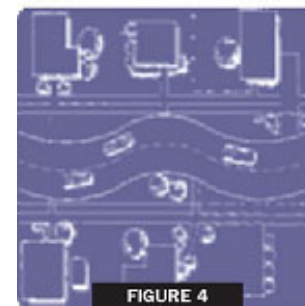
This device is a raised circular island in the middle of a residential neighborhood intersection. Direct straight through movements are obstructed by the raised island causing traffic to move to the right and around the circle.

See Figure 3.



- **Curb Extensions, Chokers, Chicanes**

These are various methods of narrowing the roadway by extending raised curbs into the street. These can be done at street entries and exits as well as mid-block locations. The narrower street generally results in reduced traffic speeds and provides pedestrians with shorter crossing distances.

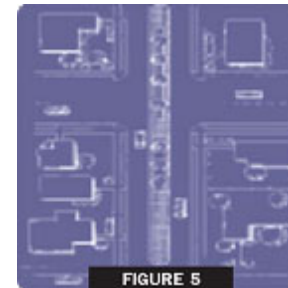


See Figure 4.

- **Median Entry/Exit Islands**

These are traffic islands used to create narrower roadway passages at entry and exit points. Median Barriers These can be a barrier or raised island along the center of a roadway to prohibit left turns or crossing traffic.

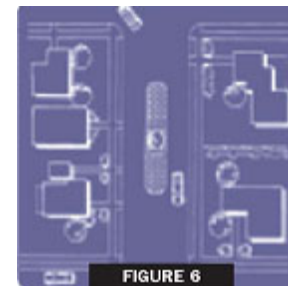
See Figure 5.



- **Mid-Block Raised Medians**

This is a median placed in the center of a roadway to create a narrower travel way and also reduce pedestrian crossing distances.

See Figure 6.

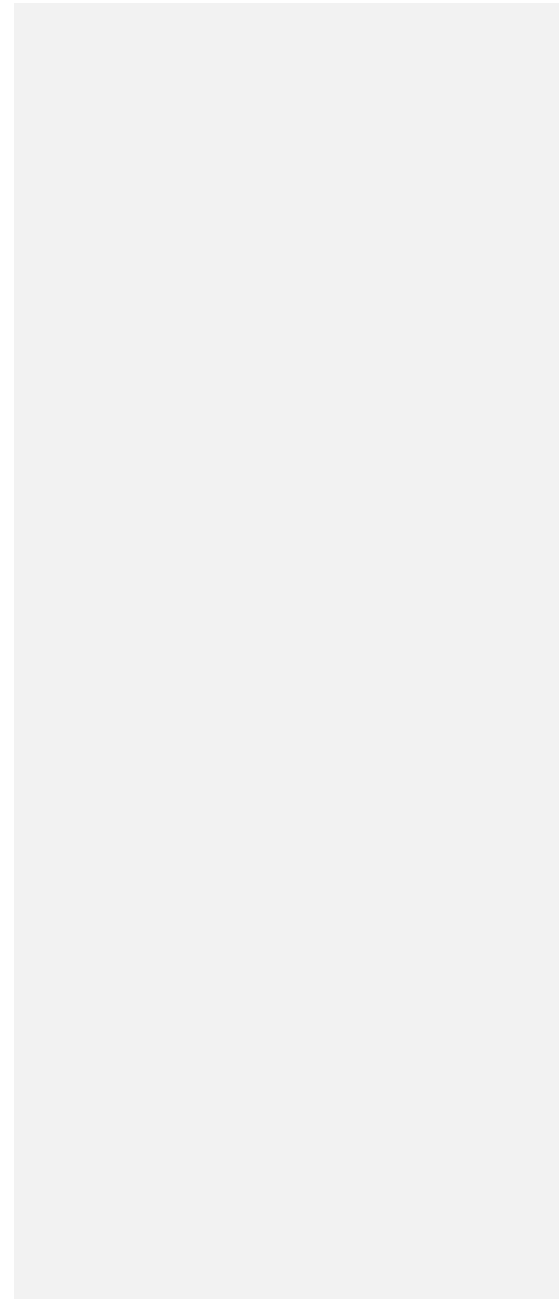


- **Forced Turn Islands, Barriers, Channelization**

These are traffic islands or curbs specifically designed to prevent traffic from making specific movements at an intersection.

See Figure 7.

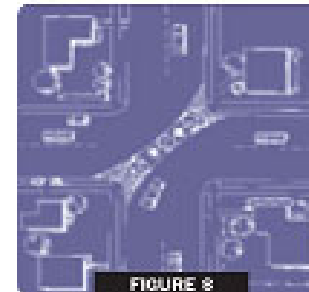




- **Diagonal Diverters**

These are barriers placed diagonally across an intersection to force drivers to make a particular turn but not allow other movements.

See Figure 8



- **One-Way Streets**

This is when traffic on a street is regulated to only allow traffic to flow in one direction. Usually this is accomplished through sign placement.

- **One-Way Chokers, Half-Closures or Semi-Diverters**

These are barriers to traffic in one direction that permit traffic in the opposite direction to proceed.

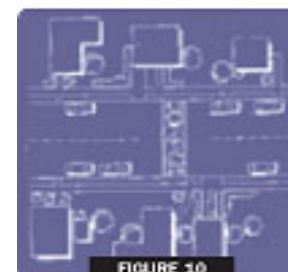
See Figure 9.



- **Street Closures and Cul-de-sacs**

This is the complete barricade or termination of a street.

See Figure 10.



The following general criteria must be met to consider the installation of any Stage 2 traffic calming measure:

1. Installation must not result in traffic diversion to other neighborhood streets.
2. Through a postcard survey, at least 60% of the impacted residents (defined as those residents or owners within 1 contiguous block of the proposed traffic calming improvement(s)) and 75% of the residents within 100 feet of the proposed device shall support the installation.
3. Devices shall be installed only where a minimum safe stopping distance can be provided.
4. The Green Bay Fire Department must approve the plan to assure that emergency response times or access are not negatively affected.

STEP 7 — City Council Approval

Once City staff and the neighborhood have reviewed an appropriate Traffic Calming solution, the proposal will be brought through the Improvement and Services Committee to the City Council for final approval and funding allocation.

Prioritization

Staff will complete Traffic Calming Studies on a “priority rank” basis. Using data collected in Stages 1 and 2, the individual project(s) will be assigned points, as detailed in Appendix 2 “Point Assignment for Ranking Requests.” A minimum of 30 points is required for a project to be considered eligible to compete with other Traffic Calming requests for funding.

Projects will be ranked citywide, based on point score. The highest ranking projects will usually be undertaken first. The number of projects initiated each year will depend on City resources. However, the City may consider other compelling issues to determine project scheduling.

The City will notify the project requestors of the status of their request after this step via the City’s website by posting the summary report.

Once ranked, a project is considered in the annual priority ranking step for up to three years. If, after three years, a project has not received a high enough priority to proceed, the project requestor will be notified it will no longer be eligible for consideration, unless a

current petition to participate is provided. This time limitation ensures that the project requests continue to remain a neighborhood priority and avoids needless waste of time and resources due to changes in local interest in the project.

The project requestor will be notified when the three-year limit expires. At that time, a new request may be made to re-enter the project in the program. If needed, current data may then be collected to recalculate the assignment of points.

The Pros and Cons of Stage 2 Traffic Calming

Before the City decides to consider pursuing Stage 2 traffic calming actions, it is important that the benefits and disadvantages be carefully considered. While Stage 2 actions can be successful, they can also result in problems more significant than the original concern. This section will describe the pros and cons of the Stage 2 traffic calming tools described previously. In most cases, the benefits are predictable, while the disadvantages can be much more unexpected. Consequently, a greater emphasis has been placed on the potential problems so that decisions can be made in a fully informed manner.

Pros

- Traffic Calming Measures Often Achieve the Desired Result

Physical actions such as the installation of speed humps, traffic circles, street closures, etc. are almost always successful in forcing traffic to behave in an intended fashion. In certain situations, they can achieve the desired result by utilizing a one time capital expenditure and generally low ongoing maintenance costs.

- Permanence

Stage 2 traffic calming actions are generally viewed as much more permanent solutions than Stage 1 actions. In most instances the alternative approach to the desired result involves repetitive and costly ongoing Stage 1 traffic calming actions. There are significant potential benefits to utilizing Stage 2 traffic calming actions which is why some communities have implemented Stage 2 actions and many other communities are exploring their possible use.

- Accident and Crash Reduction

One of the most important impacts of traffic calming is the potential reduction in the severity and number of crashes on traffic-calmed streets. Safety is enhanced through increased driver awareness of other street users and reductions in volumes, speeds and conflicts. In the United States, reduction of crashes due to traffic calming measures has been reported to be an overall average of 50 percent. Traffic circles appear to offer the greatest reduction in collisions. Speed reduction is especially important for pedestrian safety, as the severity of injury to a pedestrian when hit by an automobile is dramatically reduced by lowering vehicle speeds from 35 mph (usually fatal) to fewer than 20 mph (usually just minor injuries).

Cons

- Delays in Emergency Response Vehicles

This is especially true for fire apparatus and ambulance. Because of the heavy weight of fire engines, and delicate instruments and patients within ambulances, these vehicles must almost come to a complete stop when they encounter a bump, dip or sharp curve. Creating bumps, dips, and sharp curves is often precisely the result of many of the traffic calming tools. While these maneuvers will cause moderate discomfort and delay for normal passenger vehicles, they cause a much greater problem for emergency vehicles.

The time required responding to medical emergencies or building fires by emergency personnel and apparatus has a significant influence on the outcome of the event. In cardiac arrest cases, literally seconds count in the patient's chance of survival. From the moment of collapse, the likelihood for recovery diminished by 10% for each minute which passes. Likewise, in their early stages, fires grow at a geometric rate. Minutes could mean the difference between a small fire easily contained and a fire causing major property loss and possible injury or death. For these reasons, the City's Fire Services Division is concerned with any physical action which would force delay upon responding emergency vehicles.

- Diverting the "Problem" Traffic to Another Neighborhood Street

Another concern has been the realization that in many instances implementing traffic calming tools would be likely to move the problem rather than solve the problem. In virtually all instances, the traffic being controlled by physical traffic calming tools will not disappear or make major changes in its travel patterns. In most instances the placing of impediments on a particular neighborhood street will merely divert some or all of that traffic to other neighborhood streets.

- Everyone is Inconvenienced

Enforcement and education efforts aimed at controlling speeds or influence driver behavior impact primarily the irresponsible drivers - usually a relatively small percentage of the driving population. On the other hand, physical traffic calming measures create delay and inconvenience for all drivers using the particular street.

- Benefits Sometimes Very Localized

While speed humps are generally very effective in reducing speed in the immediate vicinity of the humps, they often result in higher speeds between the humps as drivers try to “make up” for the delay at the humps. Consequently, while using the speed humps to lower the average speed, it is likely that the top speeds on the street will increase. This result has been clearly documented in many studies regarding the use of speed humps or non-warranted stop signs for speed control.

Other Stage 2 traffic calming actions can also result in benefits near the installation but disadvantages elsewhere within a neighborhood. In the case of neighborhood intersection traffic circles, the results are often similar to speed humps with drivers traveling at higher velocity between the circles to “make up” the lost time. Actions such as diverters, barriers, and medians can often improve the situation where the traffic movement has been prohibited but can significantly worsen the problems to the streets where the traffic has been diverted.

- Actions can be Significant for Certain Types of Vehicles

Speed humps can significantly increase the cost of maintaining heavy vehicles. While not readily quantifiable, this is an important consideration related to the maintenance cost for fire engines, refuse trucks, etc. This is an especially serious concern for vehicles that will confront the traffic calming actions on a continual or repeated basis.

- Impacts on Parking and Other Road Users

Bicyclists, pedestrians and any other road user can encounter problems with physical traffic calming measures. All measures are designed to be acceptably safe for all users, assuming that these users are attentive as they proceed down the street. Speed humps and traffic circles, for example, are two of the most popular traffic calming measures. Bicyclists can traverse speed humps at typical cycling speeds without slowing down. However, if the bicyclist is careless (e.g., riding with no hands, not watching the road, no lights at night, etc.), the bicyclist might unexpectedly encounter a hump and be caught off balance. Where lanes are narrowed, bicyclists and drivers usually must share the lane, possibly becoming a problem if traffic volumes

are moderate to high. Traffic circles force drivers to the right at intersections, toward (but not into) the crosswalks, and pedestrians sometimes feel that their safety is being compromised. Residents who are used to parking in front of their homes on the street may also be impacted, as some measures require the prohibition of on-street parking. These disadvantages for various user groups need to be considered along with the recognized benefits of overall traffic speed and volume reduction that result from a traffic calming project.

- Visual Impacts, Noise Impacts and Aesthetic Concerns

While some traffic calming devices can have favorable aesthetic impacts, others can be, by their nature, unsightly. Actions such as speed humps and diverters most often pose no opportunity for the incorporation of aesthetics and can certainly have negative visual impacts. Additionally, virtually all Stage 2 traffic calming devices require reflective devices, signs and striping which negatively affect the aesthetics of a neighborhood.

Since these devices are intended to pose obstacles to cars, they must be very well signed, marked and lit in order to minimize potential safety problems and potential liability exposure. While the signing, marking and lighting are clearly justified for those reasons, they certainly negatively impact neighborhood aesthetics.

Noise in the area of traffic calming devices, such as speed humps, can increase due to the deceleration and acceleration of vehicles. There is also usually noise created by the vehicle traversing a speed hump.

The City considers the balance of the Traffic Calming pros and cons and recognizes that there are situations where the benefits of traffic calming outweigh the disadvantages. With each individual Neighborhood Traffic Calming Study that is conducted, City staff and residents must carefully weigh these advantages and disadvantages of each traffic calming action.

Traffic Calming Request Form

This form is to enable neighborhoods to request the possible initiation of a traffic calming study in accordance with the Traffic Calming Policy. Please fill out the form (only 1 per request) and submit it to:

The City of Green Bay
The Department of Public Works | Traffic Division
100 N Jefferson Street, Room 300
Green Bay, WI 54301
Attn: Traffic Engineer

1. Contact Information

Name: _____
Address: _____
Phone Number: _____ E-mail: _____

2. Please describe the location of the traffic concern. Attach a map or picture if necessary:

3. Please list possible solutions to the problem that you would like the City of Green Bay to consider:

Neighborhood Petition Form

Petition for Neighborhood Traffic Calming Measures

THE UNDERSIGNED AGREE TO THE FOLLOWING:

1. All persons signing this petition do hereby certify that they reside within the impacted area, which is hereby defined as the street segment of:

2. All persons signing this petition do hereby agree of the following problem in the defined impacted area:

3. All persons signing this petition do hereby agree that the following contact person(s) represent the neighborhood as facilitator(s) between the neighborhood residents and the City of Green Bay staff in matters pertaining to items 1 and 2 above:

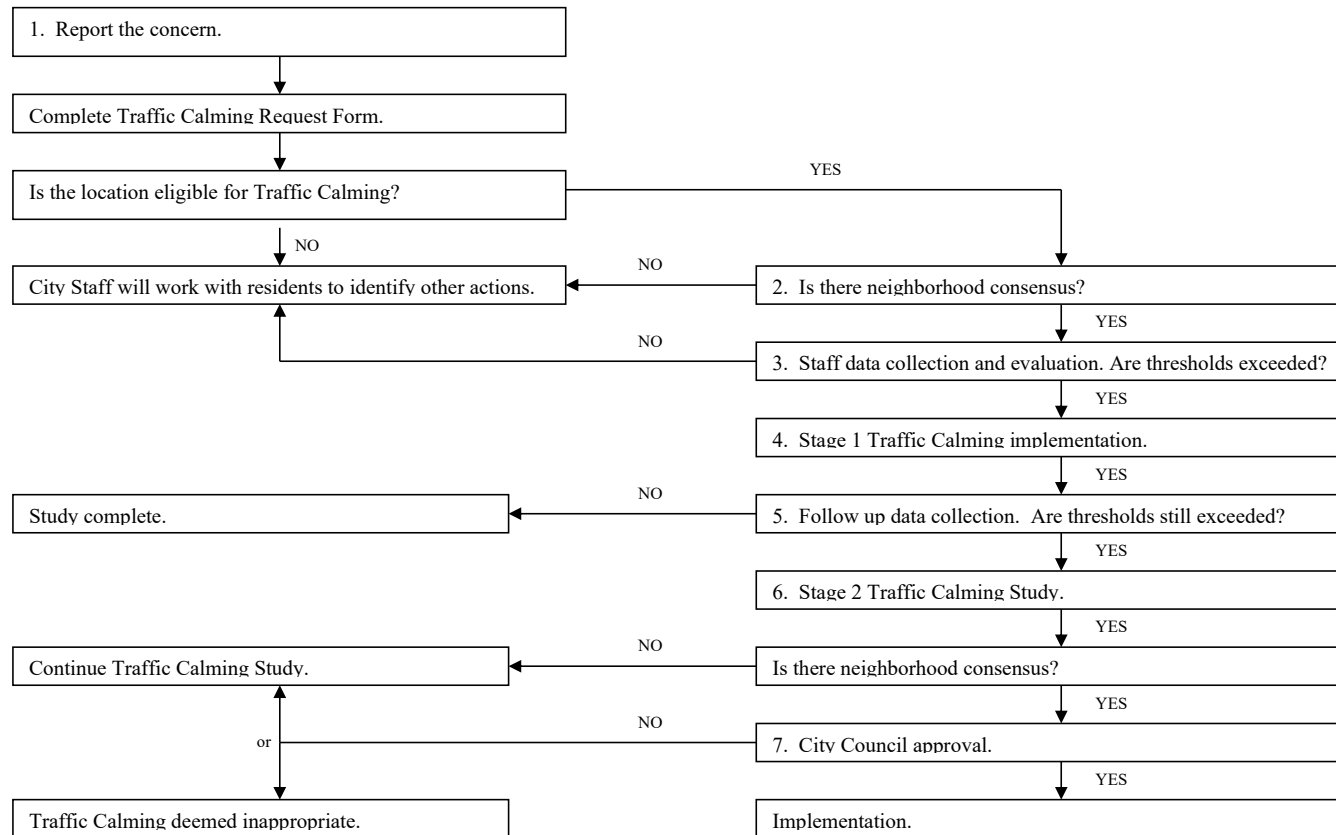
Name	Address	Phone #
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Name	Address	Phone #

Use next page or backside for additional signatures...

Only One Signature Per Address

1.	Name (print)	Address	Phone	Signature
2.	Name (print)	Address	Phone	Signature
3.	Name (print)	Address	Phone	Signature
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9.	Name (print)	Address	Phone	Signature
10.	Name (print)	Address	Phone	Signature
11.	Name (print)	Address	Phone	Signature
12.	Name (print)	Address	Phone	Signature
13.	Name (print)	Address	Phone	Signature
14.	Name (print)	Address	Phone	Signature
15.	Name (print)	Address	Phone	Signature
16.	Name (print)	Address	Phone	Signature

Appendix 1 – Traffic Calming Flow Chart



Appendix 2 – Point Assignment for Ranking Requests

POINT CRITERIA	DESCRIPTION	POINTS
1. Average Daily Traffic Volume (ADT)	(On the segment of the project street having the highest volume) divided by 100.	Max of 30
2. Speed	Percent of vehicles 5 mph over the posted or statutory speed limit (On the segment of the project street having the highest percentage over the limit), divided by 3.	Max of 30
3. Crash Record (Reportable Crashes Only)	Number of crashes per block segment multiplied by 5. Mid-block crashes count as 1. Intersection crashes counts as 1/2 cross street.	Max of 30
4. Elementary, Middle and High Schools	For a public or private elementary, middle or high school within one-quarter mile of the petition area	5
5. Other High Pedestrian Generating Areas	Up to 5 points for each pedestrian oriented facility, such as an ambulatory elderly housing development, library, or a City park on the street or within one-quarter mile of the petition area. For pedestrian oriented facilities grouped together on the subject street or within one-quarter mile of the petition area, up to 5 points for the group.	Max of 10
6. Designated School Walk Route	If the petition area includes one or more Recommended School Walk Routes as designated by the City.	5
	If the petition area includes one or more crossing guard locations	5
7. Designated Bicycle Routes	If the petition area includes one or more subject streets designated as a bicycle route on the Brown County Bicycle and Pedestrian Plan.	5
8. Time on Project List	Any project which has been on the Neighborhood Traffic Calming priority ranking list for the previous 2 or more years. This provides recognition for the length of time a neighborhood project has been on the ranking list.	2
9. Scheduled Road Reconstruction	To take advantage of a pending street reconstruction project, a traffic calming project which is desired for a street that is to be reconstructed will be ranked with others on its own merits, and decisions on whether or not to proceed will be decided by t	As applicable per Items 1-8

NOTES:

- * A project must score 30 or more points to be considered eligible for further inclusion in the NTCP.
- * The point total is considered along with other information when determining the priority of a project.

What are Traffic Calming Measures?

Neighborhood traffic Traffic calming measures are an attempt to enhance traffic and pedestrian safety and preserve neighborhood character and livability. There are a number of traffic calming devices that are available to achieve this effect. The specific measures are described in more detail below, but can generally be used to address problems with speeding, cut-through traffic, increased volume, and safety. When a traffic calming measure is implemented successfully, it is effective and self enforcing.

Beyond residential neighborhoods, there is a desire to expand traffic calming to some collector roadways. Traffic calming measures are generally incompatible with arterial streets. A primary function of arterial streets is to efficiently and expeditiously move traffic through a corridor.

As considered under this policy, traffic calming measures are largely reactive to observed or perceived concerns: **in most cases from neighborhood residents or businesses. The procedure for the these received applications can be submitted and reviewed in keeping with page 5 of this document, "The Traffic Calming Process"**. In addition to reactive solutions, City staff will work with developers to consider traffic calming measures to be designed into new subdivisions **or existing street reconstruction plans** as appropriate, to address potential conflicts before they arise **as is detailed further on page 12 of this document, "The proactive-Design Traffic Calming Process"**. Additionally, staff will use input received regarding the need for traffic calming into consideration when designing reconstruction projects for collector and local streets.

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STEP 7 — City Council Approval

Once City staff and the neighborhood have reviewed an appropriate Traffic Calming solution, the proposal will be brought through the Improvement and Services Committee to the City Council for final approval and funding allocation.

Either city staff or a developer of a proposed subdivision may propose that traffic calming be applied to a project that bypass steps 1 through six of the "Traffic Calming Process". After solutions have been proposed, reviewed and approved (or denied), a developer shall have the right to present to the city's Improvement and Services Committee. Ultimately the City Council should specify a preferred courses of action that has not been approved through city staff.



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # T.7

To hold the request by Ald. Stevens to amend the existing policy to allow traffic calming measures on collector streets within the City.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 08-19-2024 COGB Traffic Calming Policy August 2024
2. 8-19-2024 Traffic Calming Handout Theno



ADOPTED: Tuesday, October 22, 2007 by the City of Green Bay Common Council

REVISED: Tuesday, March 18, 2008 by the City of Green Bay Common Council

REVISED: Friday, November 15, 2013 by the City Traffic Engineer (updated web hyperlinks due to city website changes, and Table of Contents Appendix 2 reference correction)

REVISED: Thursday, June 20, 2019 by the City Traffic Engineer (updated web hyperlinks due to city website changes)

REVISED: August 27, 2024 by the City of Green Bay Common Council

Department of Public Works | Traffic Division
100 N. Jefferson Street, Room 300
Green Bay, WI 54301
(920) 448-3100

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What is Traffic Calming?

City of Green Bay residents have expressed concern about speeding and cut-through traffic in residential neighborhoods. In response to public interest the City ~~has originally~~ developed a Neighborhood Traffic Calming Policy in 2007.

The Institute of Transportation Engineers defines “traffic calming” as “the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users.”

The City of Green Bay also expands this definition to include non-physical measures such as educational programs and enhanced enforcement

What are Traffic Calming Measures?

~~Neighborhood traffic~~Traffic calming measures are an attempt to enhance traffic and pedestrian safety and preserve neighborhood character and livability. There are a number of traffic calming devices that are available to achieve this effect. The specific measures are described in more detail below, but can generally be used to address problems with speeding, cut-through traffic, increased volume, and safety. When a traffic calming measure is implemented successfully, it is effective and self enforcing.

Beyond residential neighborhoods, there is a desire to expand traffic calming to some collector roadways. Traffic calming measures are generally incompatible with arterial streets. A primary function of arterial streets is to efficiently and expeditiously move traffic through a corridor.

As considered under this policy, traffic calming measures are largely reactive to observed or perceived concerns. In addition to reactive solutions, City staff will work with developers to consider traffic calming measures to be designed into new subdivisions, as appropriate, to address potential conflicts before they arise. Additionally, staff will use input received regarding the need for traffic calming into consideration when designing reconstruction projects for collector and local streets.

The ~~Neighborhood~~Traffic Calming Process?

This section describes the process, regulations, and requirements of the Green Bay ~~Neighborhood~~Traffic Calming Policy. For a brief overview of the process, see the Traffic Calming flow chart (Appendix 1).

STEP 1 — Report the Problem

If you feel as though you have a speeding or traffic problem on your residential street, the first step is to report the problem to City of Green Bay Traffic staff at (920) 448-3100 or dpwmail@greenbaywi.gov. City staff will note your complaint and provide a Traffic Calming Request Form. This form will also be available at <https://greenbaywi.gov/DocumentCenter/View/1579/Traffic-Calming-Request-Form-PDF>. When the form is submitted City staff will evaluate the complaint to determine the nature of the problem, and make sure that the location meets the first traffic calming criteria:

The street must be classified as “Residential.”

The City will not implement traffic calming measures, or conduct traffic calming studies on “arterial”, ~~“collector”~~ streets, and Green Bay Metro bus routes. For the City’s Roadway Classification Map, please refer to the map available at <https://greenbaywi.gov/DocumentCenter/View/4236/Roadway-Functional-Classification-Map>. Staff can work with you to identify other actions if your street does not meet this basic criterion.

STEP 2 — Neighborhood Consensus

After the initial report, City staff will request a petition from a representative number of residents in the neighborhood (at least 20%, or 10 residents, whichever is less) to verify that there is a widespread concern for the speeding or traffic issue. After the petition is received, City staff will review it. The petition form is available at <https://greenbaywi.gov/DocumentCenter/View/4239/Traffic-Calming-Petition-Form-PDF>.

STEP 3 — Data Collection

When it is determined that a representative number of residents perceive the problem, City staff will collect traffic volume and speed data for the street and observe traffic patterns.

Speeding Problem Thresholds:

- If 15% of the vehicles driving on the roadway are traveling at speeds ~~above 32 miles per hour (20 mph for alleyways)~~more than 7 miles per hour (mph) above the posted speed limit, or
- If 5% of the vehicles driving on the roadway are traveling at speeds ~~above 35 miles per hour (25 mph for alleyways)~~more than 10 mph above the posted speed limit, then the street would be eligible for Traffic Calming. This last condition applies to situations where the residents' concern is for the few drivers considerably exceeding the speed limit.

Cut-through Problem Threshold:

- In some cases, the reported problem is related to the volume of traffic on the residential street instead of the speed. If the street carries more than 1000 vehicles per day, then the street would be eligible for Traffic Calming.

Other Issues:

- Some traffic problems do not fit neatly into the speeding or cut-through “boxes”. City staff will evaluate on a case-by-case basis if a unique issue warrants traffic calming.

STEP 4 — Stage 1 Traffic Calming

If the trouble location exceeds the thresholds identified above, City staff will first suggest possible solutions that do not involve the use of physical controls or impediments on the roadway system. These are primarily education and enforcement based measures called Stage 1 traffic calming. These include:

- **Radar Speed Trailer Deployment** — This is a temporary device that is primarily used to educate motorists regarding the fact that they may be significantly exceeding the posted speed limit. Speed data can and may be collected.
- **Traffic Enforcement Actions** — This is traditional enforcement activity on the part of Green Bay Police Department's traffic enforcement officers. The intent is to modify behavior to result in a safer situation for all drivers and neighbors.
- **Traffic Signing and Pavement Markings** — Traffic Engineering staff will review all of the traffic signing and pavement markings in the area. If necessary, staff will install additional signing or striping. When appropriate, changes and additions will be reviewed with interested neighbors.

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- **Driver Feedback Signs** – Traffic Engineering staff will review speed data to determine if placement of a driver feedback sign would assist in achieving voluntary speed limit compliance.

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STEP 5 — Follow-up Data Collection

If one or more of the Stage 1 Traffic Calming measures is implemented City staff will wait approximately three to six months and conduct another speed and/or volume data collection. The data will then be analyzed to determine if the Traffic Calming measure was successful. If the measure was successful, and the thresholds identified in Step 3 are not exceeded then the traffic calming process will end at this point.

If the location continues to exceed the thresholds for speed and/or volume on a residential street, City staff will move on to analyze possible Stage 2 Traffic Calming methods.

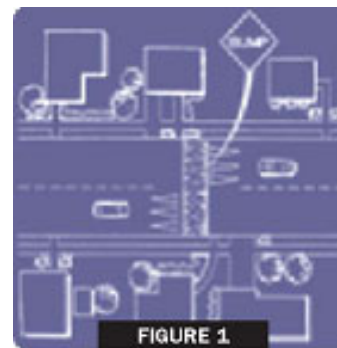
STEP 6 — Stage 2 Traffic Calming Study

City staff will conduct a formal Traffic Calming Study to suggest possible solutions to the problem. The solutions could involve physical modifications of the street intended to control traffic speeds and/or volumes. These are called Stage 2 traffic calming methods. Neighborhood involvement will be a large part of the Traffic Calming Study process.

Possible Stage 2 methods include:

- **Speed Humps**
Speed humps are approximately 12 feet in width and vary from 2.5 to 4 inches in height. This raised pavement serves to physically force motorists to reduce their speed. In order to be effective, speed humps should be placed no further than 300 feet apart.

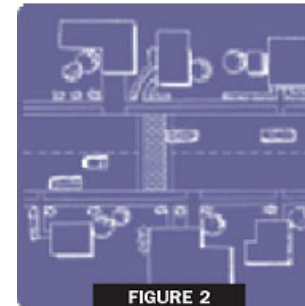
See Figure 1.



- **Speed Tables**

These are speed humps with a long flat section that are generally used at crosswalk locations. Both speed humps and speed tables require signing and roadway markings to make their presence known to motorists and other roadway users.

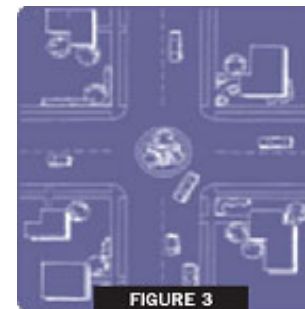
See Figure 2.



- **Traffic Circles**

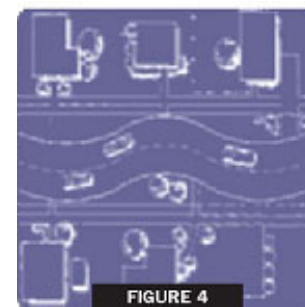
This device is a raised circular island in the middle of a residential neighborhood intersection. Direct straight through movements are obstructed by the raised island causing traffic to move to the right and around the circle.

See Figure 3.



- **Curb Extensions, Chokers, Chicanes**

These are various methods of narrowing the roadway by extending raised curbs into the street. These can be done at street entries and exits as well as mid-block locations. The narrower street generally results in reduced traffic speeds and provides pedestrians with shorter crossing distances.

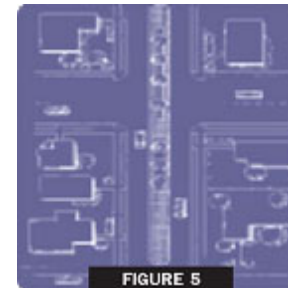


See Figure 4.

- **Median Entry/Exit Islands**

These are traffic islands used to create narrower roadway passages at entry and exit points. Median Barriers These can be a barrier or raised island along the center of a roadway to prohibit left turns or crossing traffic.

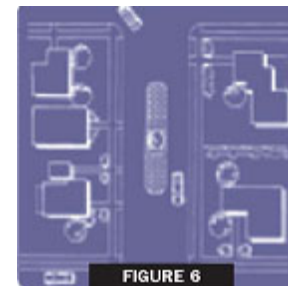
See Figure 5.



- **Mid-Block Raised Medians**

This is a median placed in the center of a roadway to create a narrower travel way and also reduce pedestrian crossing distances.

See Figure 6.

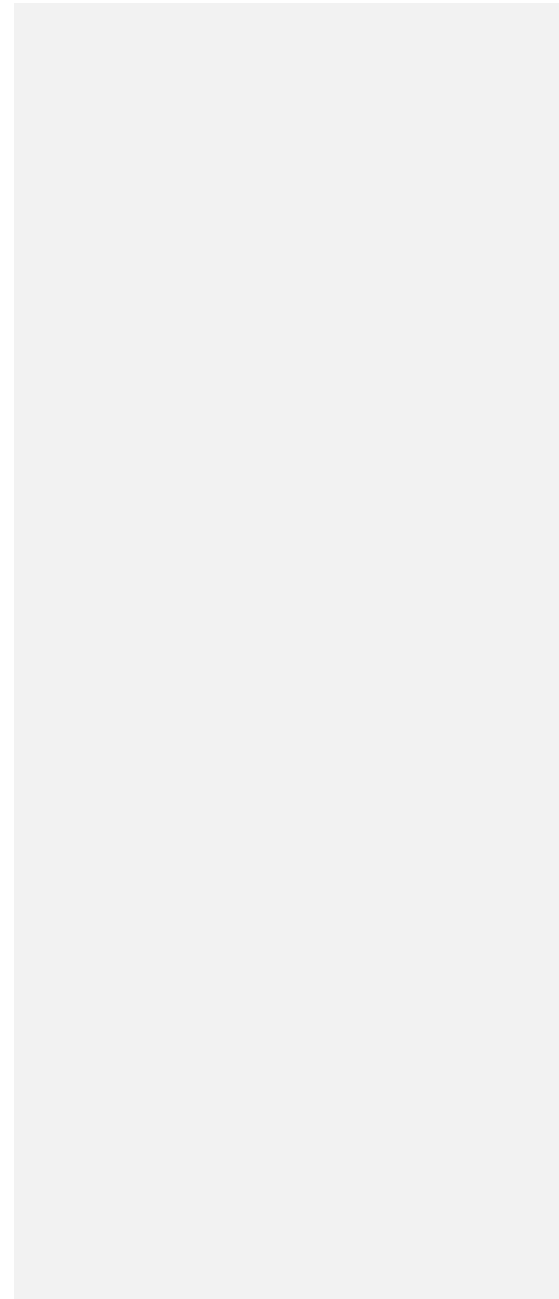


- **Forced Turn Islands, Barriers, Channelization**

These are traffic islands or curbs specifically designed to prevent traffic from making specific movements at an intersection.

See Figure 7.

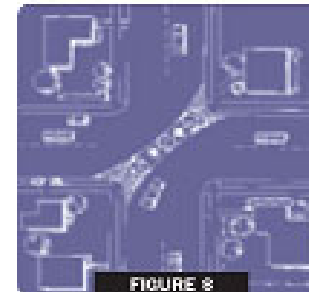




- **Diagonal Diverters**

These are barriers placed diagonally across an intersection to force drivers to make a particular turn but not allow other movements.

See Figure 8



- **One-Way Streets**

This is when traffic on a street is regulated to only allow traffic to flow in one direction. Usually this is accomplished through sign placement.

- **One-Way Chokers, Half-Closures or Semi-Diverters**

These are barriers to traffic in one direction that permit traffic in the opposite direction to proceed.

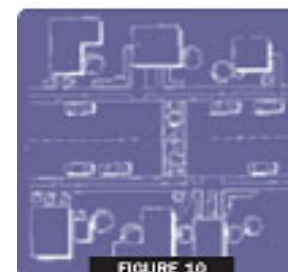
See Figure 9.



- **Street Closures and Cul-de-sacs**

This is the complete barricade or termination of a street.

See Figure 10.



The following general criteria must be met to consider the installation of any Stage 2 traffic calming measure:

1. Installation must not result in traffic diversion to other neighborhood streets.
2. Through a postcard survey, at least 60% of the impacted residents (defined as those residents or owners within 1 contiguous block of the proposed traffic calming improvement(s)) and 75% of the residents within 100 feet of the proposed device shall support the installation.
3. Devices shall be installed only where a minimum safe stopping distance can be provided.
4. The Green Bay Fire Department must approve the plan to assure that emergency response times or access are not negatively affected.

STEP 7 — City Council Approval

Once City staff and the neighborhood have reviewed an appropriate Traffic Calming solution, the proposal will be brought through the Improvement and Services Committee to the City Council for final approval and funding allocation.

Prioritization

Staff will complete Traffic Calming Studies on a “priority rank” basis. Using data collected in Stages 1 and 2, the individual project(s) will be assigned points, as detailed in Appendix 2 “Point Assignment for Ranking Requests.” A minimum of 30 points is required for a project to be considered eligible to compete with other Traffic Calming requests for funding.

Projects will be ranked citywide, based on point score. The highest ranking projects will usually be undertaken first. The number of projects initiated each year will depend on City resources. However, the City may consider other compelling issues to determine project scheduling.

The City will notify the project requestors of the status of their request after this step via the City’s website by posting the summary report.

Once ranked, a project is considered in the annual priority ranking step for up to three years. If, after three years, a project has not received a high enough priority to proceed, the project requestor will be notified it will no longer be eligible for consideration, unless a

current petition to participate is provided. This time limitation ensures that the project requests continue to remain a neighborhood priority and avoids needless waste of time and resources due to changes in local interest in the project.

The project requestor will be notified when the three-year limit expires. At that time, a new request may be made to re-enter the project in the program. If needed, current data may then be collected to recalculate the assignment of points.

The Pros and Cons of Stage 2 Traffic Calming

Before the City decides to consider pursuing Stage 2 traffic calming actions, it is important that the benefits and disadvantages be carefully considered. While Stage 2 actions can be successful, they can also result in problems more significant than the original concern. This section will describe the pros and cons of the Stage 2 traffic calming tools described previously. In most cases, the benefits are predictable, while the disadvantages can be much more unexpected. Consequently, a greater emphasis has been placed on the potential problems so that decisions can be made in a fully informed manner.

Pros

- Traffic Calming Measures Often Achieve the Desired Result

Physical actions such as the installation of speed humps, traffic circles, street closures, etc. are almost always successful in forcing traffic to behave in an intended fashion. In certain situations, they can achieve the desired result by utilizing a one time capital expenditure and generally low ongoing maintenance costs.

- Permanence

Stage 2 traffic calming actions are generally viewed as much more permanent solutions than Stage 1 actions. In most instances the alternative approach to the desired result involves repetitive and costly ongoing Stage 1 traffic calming actions. There are significant potential benefits to utilizing Stage 2 traffic calming actions which is why some communities have implemented Stage 2 actions and many other communities are exploring their possible use.

- Accident and Crash Reduction

One of the most important impacts of traffic calming is the potential reduction in the severity and number of crashes on traffic-calmed streets. Safety is enhanced through increased driver awareness of other street users and reductions in volumes, speeds and conflicts. In the United States, reduction of crashes due to traffic calming measures has been reported to be an overall average of 50 percent. Traffic circles appear to offer the greatest reduction in collisions. Speed reduction is especially important for pedestrian safety, as the severity of injury to a pedestrian when hit by an automobile is dramatically reduced by lowering vehicle speeds from 35 mph (usually fatal) to fewer than 20 mph (usually just minor injuries).

Cons

- Delays in Emergency Response Vehicles

This is especially true for fire apparatus and ambulance. Because of the heavy weight of fire engines, and delicate instruments and patients within ambulances, these vehicles must almost come to a complete stop when they encounter a bump, dip or sharp curve. Creating bumps, dips, and sharp curves is often precisely the result of many of the traffic calming tools. While these maneuvers will cause moderate discomfort and delay for normal passenger vehicles, they cause a much greater problem for emergency vehicles.

The time required responding to medical emergencies or building fires by emergency personnel and apparatus has a significant influence on the outcome of the event. In cardiac arrest cases, literally seconds count in the patient's chance of survival. From the moment of collapse, the likelihood for recovery diminished by 10% for each minute which passes. Likewise, in their early stages, fires grow at a geometric rate. Minutes could mean the difference between a small fire easily contained and a fire causing major property loss and possible injury or death. For these reasons, the City's Fire Services Division is concerned with any physical action which would force delay upon responding emergency vehicles.

- Diverting the "Problem" Traffic to Another Neighborhood Street

Another concern has been the realization that in many instances implementing traffic calming tools would be likely to move the problem rather than solve the problem. In virtually all instances, the traffic being controlled by physical traffic calming tools will not disappear or make major changes in its travel patterns. In most instances the placing of impediments on a particular neighborhood street will merely divert some or all of that traffic to other neighborhood streets.

- Everyone is Inconvenienced

Enforcement and education efforts aimed at controlling speeds or influence driver behavior impact primarily the irresponsible drivers - usually a relatively small percentage of the driving population. On the other hand, physical traffic calming measures create delay and inconvenience for all drivers using the particular street.

- Benefits Sometimes Very Localized

While speed humps are generally very effective in reducing speed in the immediate vicinity of the humps, they often result in higher speeds between the humps as drivers try to “make up” for the delay at the humps. Consequently, while using the speed humps to lower the average speed, it is likely that the top speeds on the street will increase. This result has been clearly documented in many studies regarding the use of speed humps or non-warranted stop signs for speed control.

Other Stage 2 traffic calming actions can also result in benefits near the installation but disadvantages elsewhere within a neighborhood. In the case of neighborhood intersection traffic circles, the results are often similar to speed humps with drivers traveling at higher velocity between the circles to “make up” the lost time. Actions such as diverters, barriers, and medians can often improve the situation where the traffic movement has been prohibited but can significantly worsen the problems to the streets where the traffic has been diverted.

- Actions can be Significant for Certain Types of Vehicles

Speed humps can significantly increase the cost of maintaining heavy vehicles. While not readily quantifiable, this is an important consideration related to the maintenance cost for fire engines, refuse trucks, etc. This is an especially serious concern for vehicles that will confront the traffic calming actions on a continual or repeated basis.

- Impacts on Parking and Other Road Users

Bicyclists, pedestrians and any other road user can encounter problems with physical traffic calming measures. All measures are designed to be acceptably safe for all users, assuming that these users are attentive as they proceed down the street. Speed humps and traffic circles, for example, are two of the most popular traffic calming measures. Bicyclists can traverse speed humps at typical cycling speeds without slowing down. However, if the bicyclist is careless (e.g., riding with no hands, not watching the road, no lights at night, etc.), the bicyclist might unexpectedly encounter a hump and be caught off balance. Where lanes are narrowed, bicyclists and drivers usually must share the lane, possibly becoming a problem if traffic volumes

are moderate to high. Traffic circles force drivers to the right at intersections, toward (but not into) the crosswalks, and pedestrians sometimes feel that their safety is being compromised. Residents who are used to parking in front of their homes on the street may also be impacted, as some measures require the prohibition of on-street parking. These disadvantages for various user groups need to be considered along with the recognized benefits of overall traffic speed and volume reduction that result from a traffic calming project.

- Visual Impacts, Noise Impacts and Aesthetic Concerns

While some traffic calming devices can have favorable aesthetic impacts, others can be, by their nature, unsightly. Actions such as speed humps and diverters most often pose no opportunity for the incorporation of aesthetics and can certainly have negative visual impacts. Additionally, virtually all Stage 2 traffic calming devices require reflective devices, signs and striping which negatively affect the aesthetics of a neighborhood.

Since these devices are intended to pose obstacles to cars, they must be very well signed, marked and lit in order to minimize potential safety problems and potential liability exposure. While the signing, marking and lighting are clearly justified for those reasons, they certainly negatively impact neighborhood aesthetics.

Noise in the area of traffic calming devices, such as speed humps, can increase due to the deceleration and acceleration of vehicles. There is also usually noise created by the vehicle traversing a speed hump.

The City considers the balance of the Traffic Calming pros and cons and recognizes that there are situations where the benefits of traffic calming outweigh the disadvantages. With each individual Neighborhood Traffic Calming Study that is conducted, City staff and residents must carefully weigh these advantages and disadvantages of each traffic calming action.

Traffic Calming Request Form

This form is to enable neighborhoods to request the possible initiation of a traffic calming study in accordance with the Traffic Calming Policy. Please fill out the form (only 1 per request) and submit it to:

The City of Green Bay
The Department of Public Works | Traffic Division
100 N Jefferson Street, Room 300
Green Bay, WI 54301
Attn: Traffic Engineer

1. Contact Information

Name: _____
Address: _____
Phone Number: _____ E-mail: _____

2. Please describe the location of the traffic concern. Attach a map or picture if necessary:

3. Please list possible solutions to the problem that you would like the City of Green Bay to consider:

Neighborhood Petition Form

Petition for Neighborhood Traffic Calming Measures

THE UNDERSIGNED AGREE TO THE FOLLOWING:

1. All persons signing this petition do hereby certify that they reside within the impacted area, which is hereby defined as the street segment of:

2. All persons signing this petition do hereby agree of the following problem in the defined impacted area:

3. All persons signing this petition do hereby agree that the following contact person(s) represent the neighborhood as facilitator(s) between the neighborhood residents and the City of Green Bay staff in matters pertaining to items 1 and 2 above:

Name	Address	Phone #
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Name	Address	Phone #
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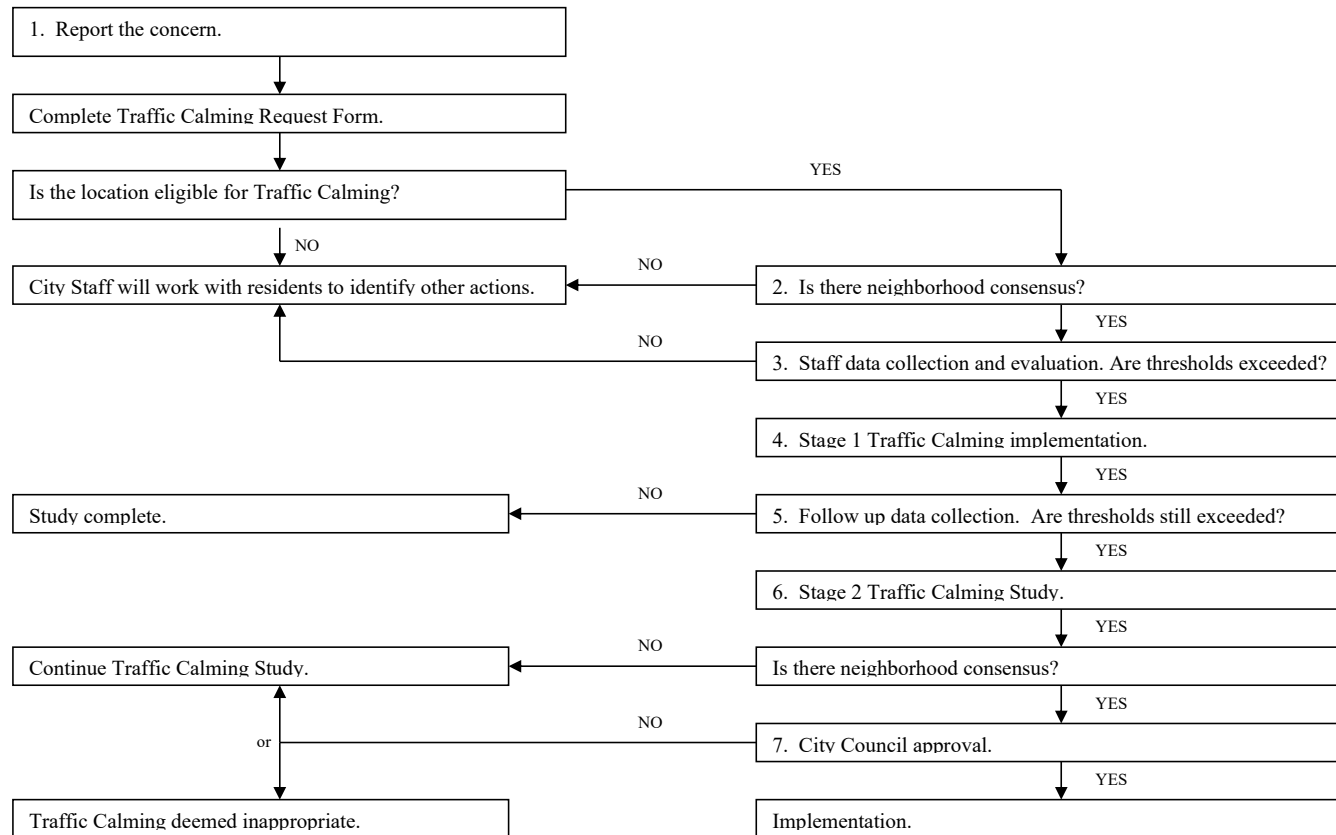
Name	Address	Phone #
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Use next page or backside for additional signatures...

Only One Signature Per Address

1.	Name (print)	Address	Phone	Signature
2.	Name (print)	Address	Phone	Signature
3.	Name (print)	Address	Phone	Signature
4.	Name (print)	Address	Phone	Signature
5.	Name (print)	Address	Phone	Signature
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7.	Name (print)	Address	Phone	Signature
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10.	Name (print)	Address	Phone	Signature
11.	Name (print)	Address	Phone	Signature
12.	Name (print)	Address	Phone	Signature
13.	Name (print)	Address	Phone	Signature
14.	Name (print)	Address	Phone	Signature
15.	Name (print)	Address	Phone	Signature
16.	Name (print)	Address	Phone	Signature

Appendix 1 – Traffic Calming Flow Chart



Appendix 2 – Point Assignment for Ranking Requests

POINT CRITERIA	DESCRIPTION	POINTS
1. Average Daily Traffic Volume (ADT)	(On the segment of the project street having the highest volume) divided by 100.	Max of 30
2. Speed	Percent of vehicles 5 mph over the posted or statutory speed limit (On the segment of the project street having the highest percentage over the limit), divided by 3.	Max of 30
3. Crash Record (Reportable Crashes Only)	Number of crashes per block segment multiplied by 5. Mid-block crashes count as 1. Intersection crashes counts as 1/2 cross street.	Max of 30
4. Elementary, Middle and High Schools	For a public or private elementary, middle or high school within one-quarter mile of the petition area	5
5. Other High Pedestrian Generating Areas	Up to 5 points for each pedestrian oriented facility, such as an ambulatory elderly housing development, library, or a City park on the street or within one-quarter mile of the petition area. For pedestrian oriented facilities grouped together on the subject street or within one-quarter mile of the petition area, up to 5 points for the group.	Max of 10
6. Designated School Walk Route	If the petition area includes one or more Recommended School Walk Routes as designated by the City.	5
	If the petition area includes one or more crossing guard locations	5
7. Designated Bicycle Routes	If the petition area includes one or more subject streets designated as a bicycle route on the Brown County Bicycle and Pedestrian Plan.	5
8. Time on Project List	Any project which has been on the Neighborhood Traffic Calming priority ranking list for the previous 2 or more years. This provides recognition for the length of time a neighborhood project has been on the ranking list.	2
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Report to the
Equal Rights Commission
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # U.I

To appoint Commissioner Vinson and Chair Yang to determine how to recognize the United States' Indigenous Peoples' Day (Oct. 14, 2024) at the next Equal Rights Commission meeting on October 10th, 2024.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. ERC Housing Report - I-16-23



GREEN BAY EQUAL RIGHTS COMMISSION

Life, Liberty, and the Pursuit of Happiness:
Recommendations to Promote
Equal Housing Opportunity in Green Bay

EQUAL RIGHTS COMMISSION

The following members are appointed by Mayor Eric Genrich and confirmed by the Common Council:

Chair Tara Yang

Vice Chair Jon Shelton

Cristina Ortiz

Michael Vinson

Marcus Grignon

Elizabeth Kostichka

Said Hassan

Stephanie Guzman

Aldersperson Jim Hutchison

More information about the Equal Rights Commission can be found online at the City of Green Bay website: <https://greenbaywi.gov/1234/Equal-Rights-Commission>

Life, Liberty, and the Pursuit of Happiness:
Recommendations to Promote Equal Housing Opportunity in Green Bay
EXECUTIVE SUMMARY

In 2021, the city's first Equal Rights Commission was charged, in part, "to prepare and provide timely reports to the mayor and council on efforts to promote equal rights, equal opportunities, positive community relations, and to eliminate discrimination and inequities in City government and the City." Over the course of the ERC's first meetings, it became apparent that housing represented a significant challenge to equality in Green Bay. A series of public hearings hosted by the ERC in 2022 showed that the city's most vulnerable residents—racial minorities, immigrants, victims of intimate partner violence, and LGBTQ youth, for example—have faced particular struggles in accessing quality, affordable housing. Based on these hearings, the ERC crafted this report, which highlights our findings and offers a series of recommendations to ensure that all of Green Bay's citizens have fair and equal access to housing, one key pillar of the American promise of economic security.

Access to a good place to live is a promise deeply woven in the American creed of "life, liberty, and the pursuit of happiness." From the Homestead Act (1862) during the time of Abraham Lincoln to the Franklin D. Roosevelt's administration's economic bill of rights (1944), with housing as a foundational piece, American leaders across the political spectrum have increasingly seen the necessity of good housing. Civil rights activists like Martin Luther King, Jr. organized, at great risk, to eliminate the grossly unequal access to housing African Americans and other minorities experienced. Finally, religious traditions—including the Catholic church, Judaism, and Islam—all point to the necessity of the right to housing.

Unfortunately, access to housing in Green Bay is embedded in a crisis of national proportions. Those of limited means, virtually everywhere in the country, struggle to find a stable, affordable place to live. There are cities where the crisis is worse than in Green Bay, but the struggle for housing has grown more drastic here in recent years. This struggle, the Commission found, has become particularly acute for specific groups of people as the lack of affordable housing stock has given landlords an excessive amount of power in the rental marketplace.

- Single women, particularly victims of intimate partner violence, struggle to secure safe, high-quality affordable housing as they transition from temporary shelter facilities.
- LGBTQ youth, some of whom are estranged from parental support, struggle to find quality affordable housing and/or fear available rental spaces will be safe for them.
- For African American families in Green Bay, the struggle to find housing is particularly acute, as disproportionate, unwarranted surveillance by landlords combined with disproportionate, unwarranted surveillance by the police seriously limits many Black families' rights to safe, affordable, high-quality housing in Green Bay.
- Immigrants and refugees, particularly large families, struggle to find good housing because they face language barriers or overwhelming economic barriers from landlords.

The ERC recommends immediate, intermediate, and long-term recommendations to build on the efforts toward more affordable housing already being undertaken by Mayor Eric Genrich's administration and the city council.

- In the immediate term, we recommend the city expand programs, including making more support available in multiple languages, to ensure renters in the city know their rights, and we recommend the city expand advocacy for renters by investing in more resources for housing investigation and to rectify potential discrimination.
- In the intermediate term, the ERC calls on the city to develop a program to ensure the public knows which landlords deal fairly with tenants and which do not. We also recommend the city of Green Bay outlay funding to pay for reasonable repairs to rental units when landlords refuse to pay for them, and that the city redouble its ongoing efforts at zoning reform to increase affordable housing stock.
- Finally, in the long-term, the commission calls on the city to prioritize public investment in producing and subsidizing affordable housing. We urge the city to pass an ordinance that would require developers to produce a substantial percentage of affordable housing in any new development, expand efforts to subsidize affordable home ownership, develop a robust community land trust, and create and manage a dramatically greater number of affordable rental units.

The full findings of the Equal Rights Commission can be found in the report that follows. We thank the Genrich administration and the community organizations who spoke at our public hearings for the insights that went into constructing this report.

*Life, Liberty, and the Pursuit of Happiness:
Recommendations to Promote Equal Housing Opportunity in Green Bay*

Green Bay Equal Rights Commission
Tara Yang, Chair
Jon Shelton, Vice Chair

I. Introduction: Housing in Green Bay

A recent ranking by *US News and World Report* [places Green Bay as one of the top ten cities to live in the United States for 2022-23](#).¹ The report cites the city's affordability, safety, and overall quality of life. The recommendations below start from that premise: we are proud of our city and its national reputation as an excellent place to live.

A key component of the *US News and World Report* rankings is based on net in-migration. Clearly, the city has a history of welcoming others, including new neighbors from other parts of the state and the region, and immigrants, especially Hmong, Somali, and Hispanic/Latino/Latinx immigrants.

Green Bay is in the second fastest growing county in the state, and [recent census numbers show that both the city and the county are growing increasingly diverse](#).² Our growing diversity is something to celebrate, and the appointment of the city's first ever Equal Rights Commission is a testament to that fact. The composition of our commission truly represents the diversity here in the city.

A city is only as strong as the opportunities available for its most vulnerable members, however. To maintain (and improve) the city's reputation as an excellent place to live, we must ensure that every resident of our great city has access to the same excellent opportunities. The ERC was appointed with that goal in mind, and we were charged with the broad responsibility to make recommendations about how to make our city more equitable:

The Commission shall meet not less than four (4) times annually for monitoring the employment, contracting, and program activities of the City, and **prepare and provide timely reports to the mayor and council on efforts to promote equal rights, equal opportunities, positive community relations, and to eliminate discrimination and inequities in City government and the City.**

The ERC understands this charge as a grave responsibility, and as we began meeting over the course of our inaugural year, and as individual members, we talked to policymakers and citizens in Green Bay, one major challenge stood out: the challenge many residents, particularly those of limited economic means, face in securing high-quality, affordable housing.

¹ Devon Thorsby, "U.S. News Ranks the Best Places to Live in the U.S., 2022-23," *US News and World Report*, May 17, 2022. <https://realestate.usnews.com/real-estate/articles/us-news-ranks-the-best-places-to-live-in-the-us>

² "Brown County's Ethnic, Racial Population Grows More Diverse," *NBC26*, Aug. 13, 2021. <https://www.nbc26.com/news/local-news/brown-countys-population-grows-more-diverse>

Of course, this problem is not restricted to Green Bay, and in fact, structural shortage of housing represents a problem that originated at least as early as the Great Recession in 2008.³ It cannot be solved, either in our city, or anywhere else, overnight. It is a problem of significant proportions, and there are many areas, both nationally and abroad, where scarcity of housing is even more serious than in Green Bay.⁴ Indeed, as the *US and News and World Report* ranking points out, the median home price is lower here than the national average. In spite of this, however, there simply are not enough affordable housing units in the city to support the needs of our residents, much less the increased residents our employers would like to see in order to continue growing.

Several studies of housing in the city over the past several years have made clear the scale of the problem:

An [analysis completed by the City of Green Bay, published in April 2019](#),⁵ for instance, has shown that:

- “The supply of one-bedroom units appears to have fallen since 2000, limiting housing options for the most disadvantaged residents. Between 64% and 74% of the City’s housing stock was built before 1980, which also poses a risk for low-income families with children living in these homes. The decrease in one-bedroom units and presence of lead-based paint in older homes are impediments to fair housing choice, as they disproportionately affect non-white and disabled residents for whom such units may be the best, or only, viable housing option.” (23)
- “Very few new single-family or multi-family units have been built since 2010. Interviews suggest a lack of adequate supply of *decent* units in both the single-family market and the multi-family rental market. The lack of supply of acceptable single-family and multi-family units is considered an indirect impediment to fair housing choices, as it makes illegal discrimination easier to hide.” (24)
- “It is widely understood that the 13 housing discrimination complaints filed with [the Metropolitan Milwaukee Fair Housing Council] over the past year underestimate the incidence of discrimination in the City. People in search of housing are generally more concerned about avoiding homelessness. People already in housing are concerned about retaliation by landlords if they were to file a complaint. While we cannot get an accurate measure of discrimination, we know that it is occurring and is an impediment to fair housing choice for various protected classes in the City, especially for minorities and those with disabilities.” (51)

³ Madison Huff, “Housing in the US Has Not Been Able to Keep Up with Buyer Demand over the Past Decade,” *Business Insider*, Sep. 27, 2020. <https://www.businessinsider.com/us-underbuilding-housing-over-the-past-decade-2020-9>

⁴ Deirdra Funcheon, “How Miami Became the Center of America’s Rental Housing Crisis,” *The Washington Post*, Sep. 16, 2022. <https://www.washingtonpost.com/business/2022/09/16/miami-center-america-rental-crisis/>. “Not Chump Change: Home Prices in Canada Strain Affluent Budgets,” *New York Times*, Oct. 8, 2022. <https://www.nytimes.com/2022/10/08/world/canada/canada-real-estate-market.html>

⁵ City of Green Bay, *Analysis of Impediments to Fair Housing Choice*, April 30, 2019.

An [analysis published by the city in October 2020](#) showed that:

- “There is a significant gap at the very bottom of the rental market, an undersupply of 3,715 units for those at 30% or less median income.” (23)
- “While the household income of the top 5% of US households has more than doubled in the past 50 years, middle income households have seen only about a 10% increase in that period. Meanwhile, inflation-adjusted housing costs have risen roughly 50% for rental housing and 70% for home ownership in that period. The result of these trends is that housing is requiring a bigger portion of household incomes. Thirty percent of income has long been viewed as the standard threshold for ‘affordable,’ as defined by the federal government. Twenty percent of owners and 43% of renters in the City currently pay more than 30% of their income for housing.” (69)

An [analysis by the Corporation for Supportive Housing, published in 2021](#), made evident:

- In 2019, 2,039 people in Green Bay experienced homelessness, an increase of almost 15% from the previous year. (5)
- “Black and Native Green Bay residents are experiencing homelessness at a rate 11 times and 4.7 more than their representation in the general population.” (6)
- “Between April 2020 and December 2020, then number of clients experiencing homelessness served each month in Brown County grew by 106%.” (7)

Further, as a series of public hearings we held over the course of 2022 have made clear, the lack of good housing, combined with the lack of economic security for the lowest-earning Green Bay residents, has made access to housing even more difficult for several key groups of Green Bay residents, as it has given landlords the power to price available rental units above the range of affordability (defined as rent that is more than 30% of monthly income) while often failing to provide basic maintenance and safe living conditions. These groups include the following:

- Residents with limited economic means
- Women, especially victims of intimate partner violence
- LGBTQ youth
- African Americans
- Immigrant working families, particularly refugees who have settled here

It is important to point out that recent state legislation—since 2010, in particular—has drastically tilted the balance of legal power in Wisconsin toward landlords. As a recent investigative report from the *Milwaukee Journal-Sentinel* has shown, many of the legislators who voted for these changes personally profited from them since they were landlords in addition to serving in the state legislature. Some of these changes include restricting local governments from preventing landlords from excessive background searches of prospective tenants or from allowing local

governments to increase housing inspections in areas more likely to be marked by landlord exploitation of tenants with limited means.⁶

II. Why does housing matter?

Access to quality, affordable housing is a right for everyone in Green Bay. If one cannot access safe and secure shelter, how can they access the American promise of “life, liberty, and the pursuit of happiness”? Unsafe shelter can sharply limit one’s pursuit of happiness, one’s freedom, and even one’s life. Further, spending more than 30% of one’s income often leads to families foregoing food, medical care, and safe childcare to avoid homelessness. To put it simply, access to quality affordable housing determines whether residents in Green Bay truly enjoy the freedoms promised by American democracy.

There is a significant body of historical evidence—from some of our nation’s most profoundly important political thinkers to international religious leaders—to help illustrate the importance of this need, and the necessity of government action to facilitate safe and affordable housing.

During the Civil War, Congress passed the Homestead Act (and President Abraham Lincoln signed it into law), making 160-acre plots of land available to Americans for a very low price to broaden access to land and homes for working class families. Though white families accessed most of this land, thousands of African American families, particularly after the war, were able to gain access to land and homes through the Homestead Act.⁷

In the 1930s and ‘40s, the United States stood as the globe’s most important bulwark against the rise of totalitarian fascism and Stalinism. The upheaval of the Great Depression allowed fascists—most notably the Nazis in Germany—to exploit the economic insecurity of the time to eliminate democracy. In the United States, only a series of social democratic reforms led by the Franklin D. Roosevelt administration allowed the US to maintain democracy and prepare to defeat fascism in World War II.

In January 1944, FDR summed up the need for a broad investment in economic opportunity to defeat Nazi Germany and prevent future totalitarian states: “We have come to a clear realization of the fact that true individual freedom cannot exist without economic security and independence,” FDR pointed out. “People who are hungry and out of a job are the stuff of which dictatorships are made.”

Building on the promise of American democracy, FDR concluded that “In our day these economic truths have become accepted as self-evident. We have accepted, so to speak, a second Bill of Rights under which a new basis of security and prosperity can be established for all — regardless of station, race, or creed.”

⁶ Cary Spivak and Mary Spicuzza, “Some Wisconsin Lawmakers Double as Landlords—and Have Passed Laws That Undermine Renters’ Rights,” *Milwaukee Journal Sentinel*, Jun. 14, 2019 (Updated Jan. 22, 2020). <https://www.jsonline.com/story/news/investigations/2019/06/14/wisconsin-lawmaker-landlords-change-rental-laws-not-favor-tenants-renters-rights/1210327001/>

⁷ Harry Holzer and Norton Garfinckle, *A Just and Generous Nation: Abraham Lincoln and the Fight for American Opportunity* (New York: Basic Books, 2015), 41-50, 88.

Among the rights FDR outlined included the following, and it is illuminating that housing was recognized as one of these cornerstone rights:

- The right to a useful and remunerative job in the industries or shops or farms or mines of the nation;
- The right to earn enough to provide adequate food and clothing and recreation;
- The right of every farmer to raise and sell his products at a return which will give him and his family a decent living;
- The right of every businessman, large and small, to trade in an atmosphere of freedom from unfair competition and domination by monopolies at home or abroad;
- **The right of every family to a decent home;**
- The right to adequate medical care and the opportunity to achieve and enjoy good health;
- The right to adequate protection from the economic fears of old age, sickness, accident, and unemployment;
- The right to a good education.

As Roosevelt concluded, “All of these rights spell security. And after this war is won we must be prepared to move forward, in the implementation of these rights, to new goals of human happiness and well-being.”

The promise of FDR’s Second Bill of Rights structured American politics during and after World War II. In 1949, for example, Congress passed the Federal Housing Act of 1949, which began by asserting the following:

“The Congress declares that the general welfare and security of the Nation and the health and living standards of its people require housing production and related community development sufficient to remedy the serious housing shortage, the elimination of substandard and other inadequate housing through the clearance of slums and blighted areas, and **the realization as soon as feasible of the goal of a decent home and a suitable living environment for every American family, thus contributing to the development and redevelopment of communities and to the advancement of the growth, wealth, and security of the Nation.**”

Indeed, Congress understood, much as is the case in Green Bay today, that the growth, overall prosperity, and safety of Americans was tied to the necessity of widely available, high quality, affordable housing.

The Federal Housing Act helped to provide many new housing units. Other policies such as the mortgages secured and subsidized by the Federal Housing Administration and other government agencies enabled millions of Americans to purchase new homes. Some Americans, particularly African Americans, were excluded from that promise, a legacy that still structures inequality in housing today. Up until the 1940s, white homeowners could enforce restrictive covenants (in which African Americans could not purchase homes in all-white neighborhoods), and FHA loans disproportionately helped white potential homeowners since Blacks could not get access to loans outside of white neighborhoods. Real estate agents were allowed to discriminate against Black home buyers, and landlords could legally discriminate against Black renters.

In Green Bay, African American Packers players in the 1950s and 60s struggled to buy homes or even find rental housing in the city as a result of discrimination, and many could only access housing with the assistance of Coach Vince Lombardi.⁸

Because of rampant discrimination, housing became a major goal of the civil rights movement, both in Wisconsin and elsewhere. In 1966, for instance, Martin Luther King, Jr. led a movement to end housing discrimination in Chicago, facing intense resistance from whites in the city. As King explained that August, “I’ve been in many demonstrations all across the South, but I can say that I have never seen, even in Mississippi and Alabama, mobs as hostile and as hate-filled as I’m seeing in Chicago.”⁹

In Milwaukee, Catholic priest Father James Groppi led 200 days of marches to ensure Black Milwaukeeans had equal access to housing in a city one historian has called the “Selma of the North.”¹⁰ In 1966-67, prominent civil rights activists A. Philip Randolph and Bayard Rustin advocated a “Freedom Budget” that would have guaranteed every American a quality home, in part by putting unemployed Americans to work, by 1975.¹¹

King’s murder in 1968 in Memphis provided advocates in Congress with the leverage to secure passage of the Fair Housing Act, which allowed victims of discrimination to seek redress through the Department of Housing and Urban Development. In Wisconsin, numerous cities passed their own fair housing ordinances, including Green Bay in October.¹² These ordinances helped to stop overt discrimination, but as we noted above, substantial inequality in the housing market has grown since this time.

Though there are other arenas in which we could find thinkers making the case for the right to housing, including both Jewish and Islamic teachings, which each assert that all people have the right to housing as a broad moral claim to live in dignity,¹³ the Commission would also like to point out the long-standing position of the Catholic church on the right to high-quality, affordable housing.

Pope Leo XIII’s Encyclical from 1891, for instance, pointed out that “Justice, therefore, demands that the interests of the working classes should be carefully watched over by the administration, so that they who contribute so largely to the advantage of the community may themselves share

⁸ Richard Ryman, “Black Players on Green Bay Packers’ 1960s Championship Teams Lauded, But Faced Discrimination,” *Green Bay Press Gazette*, Aug. 2, 2018.

<https://www.greenbaypressgazette.com/story/news/2018/08/02/black-packers-players-1960-s-faced-discrimination-green-bay-lombardi-housing-racism/774591002/>

⁹ Cheryl Corley, “50 Years Ago, Martin Luther King Jr. Fought for Open Housing in Chicago,” *National Public Radio*, Aug. 29, 2016. <https://www.npr.org/2016/08/29/491848087/50-years-ago-martin-luther-king-jr-fought-for-open-housing-in-chicago>

¹⁰ Patrick Jones, *The Selma of the North: Civil Rights Insurgency in Milwaukee* (Cambridge, MA: Harvard University Press, 2009).

¹¹ A Philip Randolph and Bayard Rustin, “A Freedom Budget for all Americans,” 1965.

<https://www.theatlantic.com/magazine/archive/2018/02/a-freedom-budget-for-all-americans-annotated/557024/>

¹² Greg Lutz, Jon Shelton, and Joseph Taylor, “Civil Rights in Titledown: Green Bay’s Open Housing Ordinance of 1968,” *Voyageur: Northeast Wisconsin’s Historical Review*, Winter/Spring 2019, 22-29.

¹³ “Housing Security,” *Jews United for Justice*, <https://jujf.org/our-work/issue-campaigns/housing-dc/>.

in the benefits which they create-that being housed, clothed, and bodily fit, they may find their life less hard and more endurable.”¹⁴

The Second Vatican Council’s *Gaudium et Spes: Pastoral Constitution on the Church in the Modern World* (1965), pointed out that “...there is a growing awareness of the sublime dignity of human persons, who stand above all things and whose rights and duties are universal and inviolable. They ought, therefore, to have ready access to all that is necessary for living a genuinely human life: for example, food, clothing, housing, the right freely to choose their state of life and set up a family, the right to education, work, to their good name, to respect, to proper knowledge, the right to act according to the dictates of conscience and to safeguard their privacy, and rightful freedom, including freedom of religion.”¹⁵

More recently, Pope John Paul II’s *Sollicitudo Rei Socialis* (“On Social Concern”) (1987) pointed out that “The lack of housing, an extremely serious problem in itself, should be seen as a sign and summing-up of a whole series of shortcomings, economic, social, cultural or simply human in nature.” Finally, Pope Francis’s *“Laudato Si”* (2015), forcefully asserted that “Lack of housing is a grave problem in many parts of the world, both in rural areas and in large cities, since state budgets usually cover only a small portion of the demand. Not only the poor, but many other members of society as well, find it difficult to own a home. Having a home has much to do with a sense of personal dignity and the growth of families.”¹⁶

The moral argument for the right to housing, stemming from both American political thought and moral authorities such as the Catholic church, is clear. Fulfilling the American promise of opportunity is the most important rationale for committing, in the short-term, to more resources for renters and potential renters to navigate a difficult market, and in the long-term, to prioritizing investment in more affordable housing.

But focusing on equal housing opportunity also makes good economic sense. As the *City of Green Bay’s Housing Market Study from October 2020* points out, “If there is not lower cost housing available for workers, they are less likely to stay in Green Bay, or come to the city. Having the housing workers at these employers are looking for is essential to the vitality of Green Bay’s economy” (15).¹⁷ In other words, if we want to retain our place as one of the ten best cities in which to live, we *must* ensure everyone’s right to high quality affordable housing is upheld, in spite of the headwinds we face from both national trends and restrictive state legislation.

¹⁴ *Rerum Novarum: Encyclical of Pope Leo XIII on Capital and Labor* (1891) <https://www.cctwincities.org/wp-content/uploads/2015/11/Rerum-Novarum.pdf>

¹⁵ Second Vatican Council, *Gaudium et Spes: Pastoral Constitution on the Church in the Modern World* (1965) <https://www.cctwincities.org/wp-content/uploads/2015/10/Gaudium-et-Spes-Pastoral-Constitution-on-the-Church-in-the-Modern-World.pdf>

¹⁶ Pope John Paul II, *Sollicitudo Rei Socialis* (1987) https://www.vatican.va/content/john-paul-ii/en/encyclicals/documents/hf_jp-ii_enc_30121987_sollicitudo-rei-socialis.html. Encyclical Letter, *Laudato Si of the Holy Father Francis on Care for Our Common Home* (2015). https://www.vatican.va/content/francesco/en/encyclicals/documents/papa-francesco_20150524_enciclica-laudato-si.html

¹⁷ Green Bay, WI, *Housing Market Study: October 6, 2020 FINAL*.

Following in the line of these thinkers—both secular and religious—as well as our city’s own history, we call on the Mayor’s Office and the City Council to prioritize equal opportunity to housing as a fundamental task over the next decade in Green Bay, to treat access to high-quality, affordable housing as a right everyone should enjoy and to enact policy accordingly. In Sections IV, V and VI we offer immediate, intermediate, and long-term suggestions for action, respectively.

III. Findings of the Equal Rights Commission

After studying the findings of several reports on the growing shortage of housing the city, the Equal Rights Commission held a series of public hearings in 2022. We sought to study the question of housing particularly from an equity lens: to determine how particular groups in the city might struggle to access their right to high-quality, affordable housing. The commission heard powerful testimony from organizations that work with vulnerable renters and prospective renters.

Over the course of these hearings, we discovered the following barriers that vulnerable groups faced in accessing their right to housing:

Green Bay residents, across the spectrum of identity, struggle to secure and maintain high-quality affordable housing. It is clear, given the broader dynamics of income inequality in the US, in-migration to Brown County, the excessive power provided them by recent state legislation, and the shortage of new sources of affordable housing, landlords hold an inordinate amount of power in the rental market. We heard from numerous representatives of different non-profit groups in Green Bay about the ways their clients struggled to find housing, and in many cases, to get landlords to take care of maintenance issues. Of course, this does not mean there are not many good landlords in Green Bay, only that some landlords are able to take advantage of their relative power in the market.

For instance, it has become increasingly common, as we heard from representatives from COMSA (Community Services Agency, Inc.) for large rental companies, some based outside Green Bay, to purchase apartment complexes and either dramatically increase the rent or terminate existing lease agreements, pricing many Somali families either out of the market (seeking substandard housing elsewhere) or leaving the community entirely.

As Beth Hudak, Director of Outreach for House of Hope put it, in spite of an overall successful rate of placing families experiencing homelessness in the Green Bay area, they quite simply “need more places to put people.”

Further, there appears to be widespread discrimination against renters who, because of poverty or exigent circumstances such as intimate partner violence, require Section 8 vouchers to pay their rent. Wisconsin fair housing law prevents discrimination based on source of income, including a “voucher having monetary value.”¹⁸ But as Erika Villacrez, the Housing Director of NEW CAP, pointed out, though many landlords technically accept Section 8 Vouchers, they only do so

¹⁸ Department of Workforce Development, “Wisconsin’s Fair Housing Law and Complaint Process.” <https://dwd.wisconsin.gov/er/civilrights/housing/complaintprocess.htm>

if the prospective tenant can pay three times or more of the monthly rent upfront, effectively locking renters of limited means out of accessing a substantial portion of housing (in most cases, if a renter had access to that much savings, they would be ineligible for Section 8).

Single mothers, particularly victims of intimate partner violence, struggle to secure safe, high-quality affordable housing as they transition from temporary shelter facilities. This issue is particularly distressing since families recovering from such violence need even more stability than the average family. Unfortunately, a rental market heavily weighted toward landlords allows some to ask for outrageous fees and deposits up front while consistently leveraging the threat of eviction to prevent women from advocating for their own safety.

As Amanda Amon-Brellenthin, Rapid Rehousing Program Manager at the Golden House explained, landlords often ask for three times the rent up-front before renting to the organization's clients, and when victims of domestic violence move in, landlords often threaten eviction if the police are ever called to their apartment. This leaves women in a highly vulnerable position if their former partner attempts to threaten, intimidate, or assault them, since they fear eviction and their children not having a place to live.

This also extends to issues with landlords performing needed maintenance. Amon-Brellenthin told us about landlords who does not respond to entreaties from either the tenant or from their advocate in Golden House. In one case, a landlord did not respond to over 30 polite emails and texts to get basic maintenance issues taken care of. The tenant (and Golden House) feared eviction if they reported the landlord to the city. This is on top of the fact that victims of domestic violence are often not able to talk to landlords during their abuse and are even more vulnerable. To have landlords treat vulnerable people in this way is particularly distressing.

LGBTQ youth struggle to find quality affordable housing. [LGBTQ Americans are twice as likely as other Americans to experience homelessness](#), and this struggle often begins in youth. [Young LGBTQ people \(between the age of 18-25\) are also twice as likely to experience homelessness](#).¹⁹ This struggle is particularly acute, as we heard from House of Hope, for LGBTQ youth under the age of eighteen, who may have been cut off by their family for being gay or transgender. Youth in this situation can access shelter (such as House of Hope), but because of Wisconsin law which bars anyone under the age of eighteen from entering into contracts, youth who are estranged from their families are unable to find permanent housing.

Once LGBTQ youth reach 18 years of age, however, they may still struggle to find housing since they may have been forced to leave their family home and have limited means to secure their own place to stay. As we learned from Nicole Kurth of the Pride Center at UWGB, without year-round housing at UWGB, many students would be homeless since their parents do not accept their sexual orientation or gender identity.

¹⁹ UCLA School of Law Williams Institute, "Homelessness Among LGBT Adults in the US," May 2020. <https://williamsinstitute.law.ucla.edu/publications/lgbt-homelessness-us/>; Matthew Morton, Amy Dworsky, and Sonali Patel, "LGBTQ Young Adults Experience Homelessness at More than Twice the Rate of Peers," <https://www.chapinhall.org/research/lgbtq-young-adults-experience-homelessness-at-more-than-twice-the-rate-of-peers/>

A major challenge for trans youth at temporary shelters, as we also heard from Kurth, is that shelters often will not let them stay if their gender identity does not conform with the preconceived notions of those running the shelter.

For LGBTQ youth who graduate, finding safe housing can still be a struggle. Young LGBTQ folks often feel vulnerable living in a space where they may be targeted for their orientation or gender identity, and this adds a challenge to the already significant challenge other renters face in terms of affordability.

African Americans continue to struggle to find safe, affordable housing. Virtually every organization we spoke to referred to the disproportionate number of minority families with whom they work (very much in line with city wide reports we referenced in the first section above).

For African American families, the struggle is particularly acute. As Chair Yang and Vice-Chair Shelton learned from a conversation with the staff of We All Rise: African American Resource Center, Black renters “live by a different set of rules.” Fear of eviction is constant, as Black renters are targeted by landlords for ordinary activities such as hosting barbecues and playing music. A call from a neighbor to the police, even if it does not lead to a citation, often leads to a landlord considering eviction or biases a future landlord from renting since the incident, and identifying information, can still end up in the public record on Green Bay Crime Reports. Indeed, disproportionate, unwarranted surveillance by landlords combined with disproportionate, unwarranted surveillance by the police seriously limits many African American families’ rights to safe, affordable, high-quality housing in Green Bay.

African American residents of Green Bay are disproportionate victims of problematic policies, too. For example, it has become increasingly common for African American teenagers, whose name ends up on a lease when they are a minor, to end up with an eviction on their record if a parent gets evicted once the teenager becomes an adult. This eviction can go on their record even if they no longer live at the residence, and it still seriously limits the number of landlords willing to rent to them in the future.

In addition, as We All Rise staff reported, landlords continue to ask renters, many of whom are African American, to show up for court-mandated mediation even after they have paid up their rent, in order to avoid eviction. Even though the renter is not actually evicted, they still end up with a record that future landlords can use to discriminate against that renter.

Immigrant and refugee families, particularly those with large numbers of children, struggle to find safe, affordable housing.

As we heard from NEW CAP, many of the city’s Hispanic/Latino/Latinx immigrants live in a few specific areas in the city (Green Bay’s *Impediments to Housing* study in 2019 pointed out that one census tract is comprised of about 40% Hispanic residents), and both income level and language barriers appear to close off options to housing elsewhere for many of these immigrants in Green Bay.

Indeed, we heard in our hearings how language barriers limited both the Hispanic/Latino/Latinx and Somali families' abilities from advocating for themselves in the marketplace as well as they could. For immigrant and refugee communities in particular, the lack of affordable housing for larger families is a significant challenge to accessing safe, high-quality options. As we heard from Said Hassan, Executive Director (and also ERC commissioner) and Adan Hurre, Program Director, from COMSA, immigrant families struggle to find and retain good housing, both because of overall rent increases, especially after COVID, and because of landlords' unwillingness to accept Section 8 vouchers. For families who are fortunate enough to find housing, they often do so at the expense of other important necessities. As Hurre pointed out, immigrant families are likely to forego food before missing rent payments.

Indeed, Somali immigrants desire to stay in Green Bay but often leave, in particular to the Twin Cities, as their families increase in size and they cannot find three-, four-, or five-bedroom rentals. Of course, this is a major missed opportunity for employers in Green Bay. As Hurre put it, Green Bay is a "great place" to live but it can be difficult to retain Somali families because they do not have space in our city.

As Maria Plascencia, Board Member for CASA ALBA Melanie pointed out, CASA ALBA Melanie struggles to find permanent housing for refugees from Nicaragua, Honduras, Congo, and Afghanistan. She pointed out the discrimination they often meet from landlords, particularly as a result of language barriers, and their inability to get things fixed when they are able to secure housing. They also fear eviction if they complain, even if they ask politely for maintenance. She also confirmed, as we have heard from other constituency groups, that landlords often ask for three times the first month's rent from immigrant and refugee families.

Lack of housing for large families is not restricted to immigrants and refugees, however: Both Beth Hudak from House of Hope and Jen Schmo from Freedom House also spoke to the necessity of more 3-5 bedroom rentals that are affordable.

It seems clear that, in addition to the broader shortage of housing impacting the entire city, some groups in particular are struggling with the increased power this has given landlords in the rental marketplace.

IV. Immediate Recommendations

As we have shown, securing safe and affordable housing is a right that is necessary to the fulfillment of the American promise of life, liberty, and the pursuit of happiness. It is fundamental in the trajectory of our city and of our residents' quality of life, and it is necessary for our employers to have the workforce that they need to thrive. In the next three sections we offer a series of recommendations: a set of immediate recommendations that the city can implement with very little planning and limited resources, intermediate recommendations that would require more resources and a longer time horizon, and a set of long-term recommendations we believe city administrators and city council representatives should keep in mind as they build for the future.

It is important to note that we are not starting from scratch. The city administration, particularly under Mayor Eric Genrich, has taken important steps already to improve residents' access to affordable housing. We note these steps below when relevant.

If housing is a right, the most obvious thing for the city to do is to educate the public that housing for everyone is a priority, to educate landlords about their responsibilities, and to educate tenants about their rights.

We have heard from numerous people about the necessity of educating landlords about their responsibilities. We believe this is important, and members of the ERC would be more than happy to attend the trainings for landlords the city already holds. We would also like to see the city administration include findings from this report in their training sessions. Nevertheless, given the significant power landlords have in the market and the increased legal protections landlords have won through state legislation in the past decade, we believe that a more important avenue is to put greater effort into ensuring that tenants understand their rights, and for the city to work closely with non-profit advocates to advance this knowledge. As we heard from one representative in our hearings, "It feels like there are no tenant rights...the majority of people we work with, they don't know their rights. If they don't know their rights, it is easy for landlords to take advantage of them."

As we learned in one of the hearings, the city has a part-time housing investigator, but it seems that much of the public, including many of the groups who directly work on housing, do not know about it. The state also has a Fair Housing Council, and [there is a satellite office in Appleton](#). This is a valuable resource for tenants, but although the resource is listed on the city website, it seems very likely that many tenants do not know about it. As the Corporation for Sustainable Housing Blueprint (2021) explains, according to Wisconsin fair housing law, landlords cannot refuse to rent or refuse to renew a lease because someone uses a Section 8 voucher. (42). The city's equal rights ordinance (which charged our commission) also provides specific protections from non-discrimination to a number of protected classes.

We should begin by helping all of Green Bay's citizens understand their above rights as tenants. The city routinely holds trainings for landlords, and the city, in partnership with GBPD and Legal Action of Wisconsin, recently began holding trainings for tenants. The city should continue this work, expanding the number of training sessions and working directly with service providers to ensure tenants know about it. The city should also meet tenants where they are. Neighborworks has published a [helpful resource guide for renters and landlords in Brown County](#). The city should work with service providers to ensure this guide is kept up to date and disseminated to tenants, particularly those from marginal communities. And, importantly, this guide should be translated into Spanish, Somali, Hmong, and other languages to fit the needs of in-migrants to our region.

The city should also consider deepening existing support for tenant advocacy. Currently, the city contracts with six housing inspectors and one residential housing investigator. They also contract with the Fair Housing Council, which is based out of Milwaukee. But there is more the city can do to help shift the balance of power away from landlords. For starters, the city should

ask the Fair Housing Council to do a fair-housing audit of the city to determine systematically to what extent discrimination restricts opportunities for equal housing in the city.

The city should also consider hiring a full-time housing investigator (right now that position is part-time) and/or working with a local organization that is able to work directly with local populations who might be wary of having to call an office in Milwaukee to make a complaint about discriminatory actions. These positions can be funded through federal block grant dollars.

If we are serious about upholding all of our citizens' rights to affordable, safe housing, we should commit more support to it, and more accessible, local support. As we learned in our hearings, many of the folks who struggle the most to secure housing are our city's most vulnerable, the most likely to be unaware of their rights, experience language barriers, and suffer from the stigma of domestic violence. Many of the representatives we spoke to supported the notion of increased tenant advocacy and the Commission reiterates the necessity of ensuring much of the advocacy is inclusive of different languages spoken in our Green Bay community.

V. Intermediate Recommendations:

The following recommendations are intermediate recommendations. They would require action by the city council or some other community group but would not require a significant amount of expenses.

As we've documented, one of the most significant factors leading to unequal access to housing in our city is the lack of housing and the increased leverage that gives to landlords.

First, as we noted above, we support landlord training and education programs around how to work with minorities and low-income renters. Based on what we learned during our hearings, there is a need to emphasize both appropriate and inappropriate behavior displayed by landlords within Green Bay. **We believe the city should develop a certification program to publicly praise landlords that deal fairly with tenants and prospective tenants and to communicate to the public about which ones do not.** We believe city administration is the appropriate institution to complete this work. If the city is unwilling or unable to do it, however, we recommend a citizen's committee create their own list so we can steer renters toward fair landlords and away from unfair ones. We also believe that such a certification program could be tailored toward the needs of distinct underserved groups, such as a certification for immigrant and refugee-friendly or LGBTQ-safe landlords.

Relatedly, we think the city could outlay a specific amount of funding to pay for necessary repairs to rental units when landlords refuse to make sure necessary repairs occur. The city already does this when a property is declared a "public nuisance" and the city landlords gets billed. But we should extend this possibility to renters who struggle to get landlords to make reasonable repairs. A program of this kind would entail a method for tenants to document the landlord's refusal to take appropriate action. The city could then make those repairs, and then bill the landlord.

Finally, we wish to endorse a specific recommendation from the City of Green Bay’s housing study from 2019, for significant zoning reform, to increase the city’s affordable housing stock. As the report pointed out: “The City should amend the Comprehensive Plan and its Future Land Use Map to add policies that increase the supply of affordable housing for families in all areas and neighborhoods in the City. The City should incentivize the development of a mix of housing types and price points in areas without concentrations of low income and minority households. This could include the identification of High Opportunity Zones (areas with employment opportunities, high performing schools, green space, access to transit, etc.). where new affordable units are specifically encouraged and Low Opportunity Zones where new affordable units are specifically *discouraged*.” (58). The commission has learned that the city administration is actively working to support this reform. Though this reform will not be sufficient to ensure everyone in Green Bay has access to safe, affordable housing, it is a budget-neutral reform that the city council could enact very soon.

VI. Long-term recommendations

Many recent reports on the shortage of housing in Green Bay (and elsewhere) have called for incentives for landlords and developers to improve existing housing stock and build new housing stock. The city of Green Bay, including the Redevelopment Authority and other entities, has done good work to incentivize these initiatives, effectively subsidizing private capital. In spite of these efforts, however, it is clear that focusing first and foremost on the profits of investors and developers, with affordable housing stock as an ancillary investment, is unlikely to ensure our city’s residents right to safe, affordable housing.

As the Green Bay housing study from 2020, pointed out, “There is a significant gap at the very bottom of the rental market, an undersupply of 3,715 units for those at 30% or less median income” (23). The scale of this problem is so significant that incremental measures that largely focus on higher-end housing will not solve it. Simply put, we cannot use magical thinking in the hope that incentivizing developers whose primary interest is profit will ensure everyone has equal opportunity to safe, affordable housing. **If we truly see housing as a human right, and a necessity if the city is going to have an engaged citizenry and a workforce that is supported and committed to working right here in Green Bay, we must prioritize the production of affordable housing in the public investments our city makes moving forward.** To do anything else would be averse to the American promise of life, liberty, and the pursuit of happiness.

There are numerous ways to invest in housing that foregrounds the need for affordable housing.

First, when developers create more housing, we believe they should be required to create a minimum number of affordable units. We strongly urge the city to pass an affordable housing ordinance modeled on [Bloomington, Minnesota’s Opportunity Housing Ordinance](#). Though there is plenty of room for variation with a potential Green Bay ordinance, we see Bloomington’s requirements as a thoughtful starting point: “*New residential construction, regardless of type of dwelling unit.* For newly constructed, converted, or infill multi-family or townhome residential developments with 20 or more newly created units, at least 9% of the newly created units must be affordable to households at or below 60% of AMI [Area Median

Income]. For newly constructed or infill single-family detached residential developments with 20 or more newly created units, at least 9% of the newly created units must be affordable to low-income family households up to 115% AML.” City administration is already in the early stages of proposing a version of this ordinance in Green Bay. We endorse this effort and urge the city to consider a version with an even higher threshold of affordable housing than Bloomington’s ordinance.

There also needs to be an accountability measure in any ordinance passed in Green Bay that ensures that landlords do not discriminate against those who are renting affordable housing units.

Second, according to the Green Bay 2020 housing study, there were 45 parcels owned by the city that are considered “vacant residential properties.” (p. 59). **The city should continue to prioritize the use of that land to build as much new affordable housing as possible, and acquire, including the possibility of creating additional temporary housing for people experiencing homelessness.** (It might be necessary to enact zoning reform, as we outlined in the above section).

We believe the city should explore the creation of a community land trust for part of these parcels, or for other parcels the city acquires. This idea, which allows more residents on the lower end of the income spectrum to purchase housing, effectively subsidizes housing because the city owns the land on which the house is built while the resident owns the house and benefits from any improvements they make when they sell it. In exchange, the owner agrees to sell the house at a restricted price so that it remains affordable.²⁰ The city, in partnership with Neighborworks and Habitat for Humanity, are exploring this possibility already. We strongly endorse this possibility.

We strongly believe the city should continue and expand efforts to proudly and directly subsidize homeownership for low-income buyers. The City works with developers to subsidize often needed gap funding for the construction of larger housing developments through Tax Increment District Affordable Housing Funds, ARPA and HOME funding. The City also encourages affordable single-family homeownership by partnering with non-profits such as NeighborWorks GB and Habitat for Humanity in land donations and providing HOME funding subsidies which in turn allows for the construction of new affordable housing. In late 2022, the City of Green Bay launched the Great Being Home Program, which provides \$10,000 in down payment assistance to a limited number of first-time home buyers. This program is an excellent addition to the existing programs being offered to open up more housing in the city on an affordable basis. There are limits, however: one being workers only qualify for the assistance if they work for the City of Green Bay, or for a Green Bay headquartered non-profit or business with less than 25 employees. For employees of larger companies, they are reliant on the company to offer half of the funding. Although there is additional down payment assistance funding available directly through NeighborWorks GB, the City should continue to seek out other funding sources to provide the greatest opportunity to lower income homebuyers who need additional support in the purchase of a house. Continuing to fund this program with a special emphasis on affordability is essential.

²⁰ “Community Land Trusts,” *Grounded Solutions Network*. <https://groundedsolutions.org/strengthening-neighborhoods/community-land-trusts>

Finally, the city should directly create and manage affordable rental units, using creative sources of funding, including private contributions from large employers. The Green Bay Housing Authority already administers public housing; we call for substantial new investments by the city in public housing—that the authority could manage—moving forward.

To put it simply, we often provide significant tax expenditures to developers and investors to build more housing; we should be able to spend more directly on housing for those who lack access. Given all that we’ve relayed in this report, we should treat the lack of safe, affordable housing as the emergency that it is.

We understand that city resources are limited, but we do recommend using additional resources, in the long term, to invest in creating high-quality, affordable housing for everyone in our city, whether that is through increased property tax revenue or tax increment financing.

Immediately, however, we believe city administration and city council should explore every potential funding stream and direct these sources toward ensuring the right of all of our residents to housing. We suggest immediately using any remaining ARPA fund dollars as a down payment on some of these programs. We also endorse a proposal offered by the Green Bay housing study from 2020, for an affordable housing trust fund that would represent “a general purpose funding vehicle that can serve various affordability initiatives anywhere in the City. This can be used for matching funds, land purchase, new construction, renovation, and down payment assistance. Funds could come from the TIF Affordable Housing One-Year Extension, general obligation bonds, sale of surplus land, general fund budgeting, and private contributions.” (83) We might add that “private contributions” could include large employers who are concerned with retaining workers in our city.

One potential source of funds to help jump start such a trust fund could be the Wisconsin Housing and Economic Development Authority. As the 2021 Greater Green Bay Blueprint points out, one area ripe for exploration is to examine how WHEDA “is currently administering Housing Trust Funds (HTF), and if there are any potential changes that could be made to bring more HTF resources to the Greater Green Bay Region.” (39)

Conclusion

To reiterate the basic premise of our report, access to high-quality affordable housing is a right all Americans should enjoy. If Green Bay is going to continue to be an excellent (and even better and more inclusive) place to live, we must ensure that every resident of our community enjoys this right. We understand the dramatic changes that will be necessary to get to this place, but Green Bay is a community poised to do it. We look forward to working with the Mayor’s Office and the Common Council to secure these rights.



Report to the
Equal Rights Commission
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # U.2

To appoint Commissioner Guzman to lead, and Chair Yang to co-lead the Equal Rights Commission Visibility Initiative.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. ERC Visibility Initiative - Final - 12-05-23



DRAFT GREEN BAY EQUAL RIGHTS COMMISSION VISIBILITY STRATEGY INITIATIVE

Revised November 30, 2023

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Executive Summary

The Visibility Initiative Strategy is a comprehensive plan developed by the Equal Rights Commission (ERC) to educate the community about the commission's purpose and initiatives.

Section 1: Purpose, Mission, and Vision - The purpose of the Visibility Initiative is to inform Green Bay residents about the existence of the Equal Rights Commission and Civil Rights Ordinance, encourage feedback and participation, and empower individuals.

Section 2: Goals - The ERC's overarching goals include raising awareness of the commission, advancing equity and social justice, ensuring accessibility to resources, building partnerships, and promoting individual rights through conversations, community events, and partnerships to promote inclusivity and equity.

Section 3: Engagement Guidelines and Messaging - The ERC commits to engaging respectfully, using proper pronouns, avoiding stereotypes, being mindful of language, and asking questions respectfully. They also acknowledge privilege, avoid defensive reactions, educate themselves, and apologize and learn from mistakes.

Section 4: Infrastructure, Audience of Focus, Outreach Methods and Strategies - The infrastructure is focused on planning, promotion, presence, and participation. The audience of focus includes local community members, organizations, and institutions. The various methods and strategies include social media, traditional and non-traditional media, informative materials, forums, and collaborations with local organizations.

Section 5: Outreach Phase Plan and Timeline - There are four outreach phases including internal updates, creation of evaluation and educational documents, ERC introduction to the public, and external engagement. The phases will be executed from September 2023 through September 2024.

Section 6: Evaluation Method - Evaluation involves surveys and questionnaires, focus groups and interviews, and participatory evaluation and feedback loops. The ERC emphasizes SMART criteria for data collection and plans to publish a formal report at the end of the initiative.

The Visibility Initiative Strategy outlines a thorough and well-structured plan to engage the community, promote awareness of the ERC, and advance equity and inclusivity in Green Bay, Wisconsin.

Introduction

The Visibility Initiative Strategy was developed to enable an equitable and comprehensive approach to educate the community about the purpose and initiatives of the Equal Rights Commission. It aims to encourage individual and community engagement through educational materials and vocally at community events.

The Strategic Outreach Plan includes the following:

1. The Commission's mission and vision
2. Goals and Objectives
3. Engagement Guidelines and Messaging
4. Infrastructure, Audience of Focus, Outreach Methods and Strategies
5. Outreach Phase Plan and Timeline
6. Evaluation Method

Section 1: Purpose, Mission, and Vision

City of Green Bay Municipal Code Chapter Sec. 12-2 Civil Rights Purpose

Each sector of society engaged in the life of the City has a role in promoting equal rights, equity, and a social fabric free of discrimination. City government is uniquely positioned to assume a primary leadership role in these efforts. To achieve this leadership objective, each department, agency, and unit of City government shall be accountable for promoting social and economic equity for all residents of the City, and structuring its work so that the outcomes are directed toward social and economic equity for all residents.

Visibility Initiative Purpose

The purpose of the Visibility Initiative is three-fold. The first is to inform Green Bay residents about the existence and responsibilities of the Equal Rights Commission (ERC). The second is to encourage individuals to provide feedback and participate in future public hearings, city programs, and processes. And the third goal is to empower and educate individuals about their rights.

Mission Statement

To grow public awareness of the existence of the Equal Rights Commission by facilitating conversations, being present at community events, and engaging with partners to foster a sense of inclusivity and equity.

Vision Statement

Our vision is to actively engage the people of Green Bay, empowering them to voice their concerns and share valuable input in regards to discrimination. By providing a platform and acknowledging the lived experiences in the community, we aspire to create a city that truly embraces diversity.

Section 2: Goals

The overall goal of the Commission is to reach out to Green Bay residents, particularly individuals from the communities noted and protected under the Equal Rights Ordinance. Specifically, the Commission's goals are:

Goal 1

We aim to raise awareness and promote understanding of the Equal Rights Commission's presence.

Goal 2

Advance diversity, equity, and social justice of the protected groups of people under the Equal Rights Ordinance.

Goal 3

Through effective education, share adequate information about the Equal Rights Commission and verify it is accessible to a wide range of Green Bay residents.

Accessibility considerations include, but are not limited to:

- Technology and/or internet
- Understanding of the political system and political environment which includes the roles and responsibilities of elected officials and disenfranchisement
- Help individuals who are not eligible to vote understand the role and purpose of the ERC and other rights or City services these individuals are afforded. This includes individuals not eligible to vote who may be undocumented, formerly incarcerated, and under 18 years old
- Incarcerated individuals
- Isolated/afraid to engage
- Transportation
- Limited technological or written literacy
- Mobile device accessible
- Cultural and/or Language
- Religion (including holidays & norms of engagement)
- Education level
- Disability

Goal 4

Continue to maintain and develop partnerships with the following groups of individuals:

- Geographically
 - o Villages/Towns
 - o Downtown Green Bay, West side, East side
- Race/Ethnicity
- Residents both documented and undocumented
- Immigrant, Refugee, Native-born
- Non-Profit
- Economic
 - o Small business, big business
 - o Business owner, employers, employee, labor unions
- Religious based organizations
- LGBTQ+, self-identified gender
- Disability
- Age: Youth, adults, seniors (65+)
- Native English Speakers and Limited English Proficiency
- Educational Institutions
- Local Industries, industrial, agriculture
- Homeowners/renters

Goal 5

Build trust, encourage participation, and build awareness of individual rights and the resources available to them through the Civil Rights Ordinance.

Section 3: Engagement Guidelines and Messaging

The ERC's goal is to present itself in the most respectful and cohesive way possible to maximize community impact. The Commission shall (1) engage in a comprehensive and equitable community outreach strategy, ensuring to it's best that the public is informed about the existence of the Equal Rights Commission and Civil Rights Ordinance; (2) establish rapport with local organizations and community members; (3) conduct themselves with integrity and fairness, fostering an inclusive and safe environment for community members to participate in the commission's activities.

The following are guidelines that the ERC will follow when engaging with community members and organizations:

1. **Listen and Learn:** Approach the conversation with an open mind and a willingness to listen and learn. Understand that everyone's experiences are unique, and take the opportunity to gain insight into their perspective.
2. **Respect Pronouns and Identity:** Use the correct pronouns and terminology that individuals use to describe their own identities. Avoid assumptions and respect their self-identified labels.

3. **Avoid Stereotypes:** Refrain from making assumptions based on stereotypes or preconceived notions. Treat each individual as an individual, not a representation of their entire group.
4. **Be Mindful of Language:** Use inclusive and respectful language. Avoid using offensive terms or slurs, and choose words that show your respect for their identities and experiences.
5. **Ask Respectful Questions:** If you have questions about their experiences, ask in a respectful and considerate manner. Be open to their comfort level in sharing information.
6. **Acknowledge Privilege:** Recognize your own privilege and be aware of the potential impact it may have on the conversation. Show empathy and avoid centering the conversation on your experiences.
7. **Avoid Defensive Reactions:** If someone shares their experiences of marginalization, avoid becoming defensive. Instead, express empathy and validate their feelings and experiences.
8. **Educate Yourself:** Take the initiative to educate yourself about their experiences, challenges, and history. Do your research to show that you're committed to understanding their perspective.
9. **Build Genuine Relationships:** Focus on building authentic connections based on shared interests and respect. Don't approach the conversation solely because of their marginalized identity.
10. **Apologize and Learn:** If you make a mistake or unintentionally offend someone, apologize sincerely and use it as an opportunity to learn and grow. Mistakes happen, but taking responsibility and showing a commitment to improvement is key.

All verbiage and messaging will align with the principals written in the City of Green Bay Policies and Code of Ordinances which include, but not limited to:

- Personnel Policy Chapter 24: Social Media
- Chapter 2 Administration and specifically Sec. 2-322 Responsibility of Public Office. Full Article IX Ordinance:
https://library.municode.com/wi/green_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTIXET

- Chapter 12 - Civil Rights Ordinance. Full Civil Rights Ordinance: https://library.municode.com/wi/green_bay/codes/code_of_ordinances?nodeId=COOR_CH12CIRI

Section 4: Infrastructure, Audience of Focus, Outreach Methods and Strategies

Infrastructure

The ERC has created a high level infrastructure for outreach and engagement activities that will allow the commission to maximize its outreach efforts and target efforts towards the protected groups of population and residents of Green Bay. City staff, along with Commissioners, will build the ground level foundation to support the coordination of outreach activities efficiently and effectively.

The ERC has identified four main segments of coordinating engagement with the community summarized in the chart below with the four “P’s”: plan, promote, presence, and participation.

Plan	Create a detailed list of information that includes the event or campaign name, contact information, location, time, purpose of the event, funding/sponsors, and other important information specific to the event.
Promote	Announce and publicize the event/engagement on proper channels (dependent on event/engagement circumstances).
Presence	Determine whether the event/engagement is in-person or virtual and appoint commissioners to attend.
Participation	Disperse evaluation surveys and collect responses from attendees and/or event/engagement participants.

Audiences of Focus

- Local community members, including marginalized/underrepresented groups.
- Local organizations, advocacy groups, and community leaders.
- Educational institutions, including schools and universities.
- Media outlets, both traditional and digital platforms.

Outreach Methods and Strategies

The outreach methods and strategies below display a detailed list of possible actions the ERC can utilize for the Visibility Initiative. The column labeled “Outreach Method” describes the medium in communication. The column labeled “Strategy” describes the action that will be taken on the medium.

Outreach Method	Strategy
Social Media	Establish a social media presence to share updates, educational content, and engage with the community.
Media Outlets (Traditional/Non-Traditional)	Participate in local traditional and non-traditional media to share ERC's mission (podcasts, email, newsletters, magazines, radio, etc.).
	Produce informative brochures, pamphlets, and flyers about the ERC services and ordinance.
	Engage with local news outlets to share press releases, organize interviews, and publish articles.
Website/ Webpage	Create an informative and user-friendly ERC website/webpage, featuring resources, FAQs, and contact information.
Forum(s)	Collaborate with local organizations and community leaders to host town hall meetings, workshops, and seminars.
	Organize and/or collaborate in the development of public forums and listening sessions to provide platforms for community members to voice their concerns and share experiences.
	Facilitate workshops and training sessions on topics related to equal rights and advocacy.
	Offer online webinars and live Q&A sessions to make information accessible to a broader audience.
	Host "open house" event for the Equal Rights Commission.
Education/ Schools	Develop partnerships with local schools and universities to conduct educational presentations and workshops.

	Engage with schools, universities, and educational institutions to integrate equal rights education into curricula and activities.
Other Local Government	Collaborate with other local government departments and agencies to amplify outreach efforts.
Community Events	Participate in local events, fairs, and festivals to reach a wider audience and to invite Common Council members to events.
	Encourage community feedback through surveys, online forms, and public comment periods.
	Stay updated on emerging events and technologies to adapt outreach methods accordingly.
	Collect and analyze feedback from the community through surveys and feedback mechanisms.
Local Organizations	Build partnerships with community organizations, nonprofits, and advocacy groups to leverage their networks and resources.
	Seek input from community stakeholders and partners to improve outreach efforts.
	Partner with local organizations to host a series of proclamations.

Section 5: Phase Plans

The ERC Outreach Phase Plan is a systematic guide that optimizes the outreach process, leading to better engagement, more effective communication, and higher chances of achieving the overall initiative goals. The phase plans are organized in a chart that includes the stage of the phase, objective, method, task/s, and support.

Phase Plans

Phase 1: Internal Updates

Internal updates refers to the adjustments that are needed within the ERC before engaging with the public to verify that information about the ERC is detailed, cohesive, and accessible.

Stage	Objective	Method	Task	Support
A	Update ERC webpage	City Website	- Update Commissioner Bio's	City Staff and Commissioners
			- Update current initiatives	City Staff
			- Add social media link/info	City Staff
			- Add discrimination complaint processes	City Staff
			- Add other helpful tools/resource links	City Staff
B	Create email signatures for commissioners		- Update Commissioner email signatures	Commissioners
			- Add city logo in email signatures	Commissioners
C	Print business cards for commissioners		- Design business cards and print	City Staff

Phase 2: Creation of Evaluation and Educational Documents

Evaluating community engagement and impact is crucial to understand the effectiveness of the Visibility Initiative. Evaluations will be on-going and will include tracking changes in key metrics such as participation rates, attendance at events, and etc. All surveys and questionnaires will be developed with the SMART criteria. SMART stands for Specific, Measurable, Achievable, Relevant, and Time-bound. A formal report with results and impact will be published at the end of the initiative. Here are the top three ways the ERC will evaluate community engagement and community impact:

1. Surveys and Questionnaires: The ERC will craft well-structured questions to assess the community's level of satisfaction, involvement, and perception of impact. We will also translate surveys that are culturally appropriate. We will make these accessible digitally and in traditional print-form.

2. Focus Groups and Interviews: The ERC plans to engage a diverse range of participants to gain comprehensive insights and in-depth exploration of community members' experiences, needs, and feedback. We will collect narratives and personal stories to humanize the data.

3. Participatory Evaluation and Feedback Loops: The ERC will establish feedback loops that enable community members to voice their in-put and help shape and direct ERC related activities.

Stage	Objective	Method	Task	Support
A	Create an evergreen digital feedback form for ERC	Online Survey Platform	Determine the best survey platform	City Staff
			Create S.M.A.R.T. survey questions	Commissioners
			Upload questions into online platform and add link to webpage	City Staff
			Develop tracking/monitoring system	City Staff
B	Create evaluations for community speaking engagements	Printed Surveys	Create S.M.A.R.T. survey questions	Commissioners
			Translate surveys into multiple languages	City Staff
			Print Surveys	City Staff
			Determine how to collect and analyze surveys	Commissioners and City Staff
C	Develop campaign to evaluate the community's perspective and knowledge of the Equal Rights Ordinance	Social Media (Facebook) and Printed Surveys	Determine the best survey platform(s) and how to best distribute the surveys	Commissioners and City Staff
			Create S.M.A.R.T. survey questions	Commissioners
			Determine partners	Commissioners
			Translate surveys into multiple languages	City Staff

Green Bay Equal Rights Commission
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			Upload survey online	City Staff
			Print and distribute	Commissioners
			Translate, print, and distribute to partners	City Staff and Commissioners
D	Create an evergreen document with general information about the Equal Rights Ordinance and the ERC	Printed and available on ERC web page as a pdf	Determine the top highlights of the Equal Rights Ordinance and Equal Rights Commission	Commissioners
			Design the one page document	City Staff
			Translate the document	City Staff
			Share document with community partners	Commissioners
E	Create a bi-annual ERC Report to share updates with the public	Newsletter (email) and Printed	Develop newsletter template	City Staff
			Create content for newsletter	Commissioners and City Staff
			Determine distribution plan	Commissioners

Phase 3: Formal ERC Introduction to Public

Stage	Objective	Method	Task	Support
A	Announce the establishment of the ERC "anniversary"	Social Media (Facebook)	Take an ERC group photo	Commissioners
			Write a caption to highlight ERC and Commissioners	Commissioners and City Staff
			Post on Facebook	City Staff
			Add call to action: Invite public to share events, news, and information with ERC through the ERC contact information on the website	City Staff

Green Bay Equal Rights Commission
Visibility Initiative Strategy

B	Email partners and local organizations	Email	Write a short email highlighting the updated ERC webpage, current news/initiatives, and contact information	City Staff
			Send to partners	Commissioners
C	Pitch to news stations about our visibility initiative	News/Media Outlets	Write pitch/press release to news/media outlets	City Staff and Commissioners
			Speak with media	Commissioners

Phase 4: External Engagement

The purpose of the external engagement phase is to foster open and constructive communication, collaboration, and participation between the local municipality and its residents. The ERC has already connected and spoke with community organizers and leaders at over 20 organizations in 2022. However, the ERC's goal with the Visibility Initiative is to create deeper connections with the protected populations listed under the Green Bay Civil Rights Ordinance and vulnerable populations that have limited access to resources and information. Vulnerable populations include, but are not limited to the following: people experiencing homelessness, communities of color, marginalized communities, refugees and immigrants, women and children, people with disabilities and special needs, and employees in labor intensive environments.

The ERC has categorized the local organizations and nonprofits that serve, support, and engage with the populations listed above into nine categories based on their services. The list is not indicative of the total number of categories or organizations that the ERC will engage with, however, it will be used as a guide. Engagement events will be scheduled on a rolling basis starting September 2023 through September 2024.

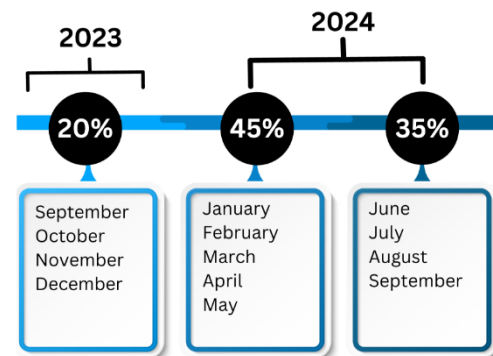
Housing	Workforce	Domestic Violence
Education	Disability	Children
LGBTQ+	Immigrant/Refugee	Seniors/Elders

Stage	Objective	Method	Task	Support
A	Identify local organizations	Online Search Engines	Search for organizations and local services that serve the audience of focus	Commissioners
		Email	Email professional networks and ask for	Commissioners

			contact information	
B	Initiative conversation	Email	Contact partners and organizations	Commissioners
C	Collaborate	Event	Create an engagement event/forum/campaign with the partner organization or partner on an existing event and use the four-P method listed in section four	Commissioners

Section 6: Timeline

The timeline of the external engagement phase is split into three sections for a more manageable execution through the twelve month initiative. The first section contains the last four months of the 2023 year. In these first months, the ERC will focus on phase plans 1, 2 and 3 while also starting to execute phase 4. The second section is split into the first five months of 2024 and the third section contains the four summer months of 2024. The ERC plans to reach out to 20% of the listed organizations above by the end of 2023. In 2024, the ERC will engage with another 40% of organizations bringing the total percentage of engagement to 60% by May of 2024. The last 40% of the engagement will happen in the last six months of 2024. The full initiative will close at the end of September 2024 and a full report will be provided to the Common Council.



Section 7: Conclusion

In conclusion, the Visibility Initiative Strategy represents a robust and proactive approach by the Equal Rights Commission to engage the Green Bay community, raise awareness about the commission's mission and the Civil Rights Ordinance, and promote equity and inclusivity. As we look ahead, it's important to note that this initiative will reach its culmination in September 2024.

At that time, a comprehensive and insightful report will be meticulously compiled, documenting the outcomes of the initiative. This report will not only include valuable

feedback from our community members, but will also present quantifiable metrics regarding our engagement efforts and events.

The report will serve as a testament to our commitment to transparency, accountability, and continuous improvement. It will provide the City Council with a thorough understanding of the impact of the Visibility Initiative, the challenges faced, and the opportunities for growth. Ultimately, this report will be instrumental in shaping the future direction of our efforts to foster a more inclusive and equitable Green Bay.

END OF VISIBILITY INITIATIVE STRATEGY.



Report to the
Equal Rights Commission
of the City of Green Bay

MEETING DATE

September 17, 2024

PREPARED BY

AGENDA ITEM # U.3

To hold the housing discussion in Green Bay until the next Equal Rights Commission meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Detail Summary of Projects Issued

8/1/2024 to 8/31/2024

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
116639	922 N IRWIN AV..7-141 [2-434 - Residential - Alteration - 1 -2 Family House]	NEMARD D WILSON		\$125.00	\$5,000.00	Pending
116864	409 N MAPLE AV..5-1006 [2-434 - Residential - Alteration - 1 -2 Family House]	ANTONIO & KAYLA PEREZ		\$180.00	\$18,000.00	Pending
116870	712 BOND ST..5-1101 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC		\$130.00	\$18,000.00	Pending
116875	1016 PINE ST..9-109 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC		\$130.00	\$18,000.00	Pending
116876	1412 UNIVERSITY AV..8-164 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC		\$130.00	\$18,000.00	Pending
116878	323 N ASHLAND AV..5-613 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC		\$130.00	\$8,000.00	Pending
116880	415 N MAPLE AV..5-1007 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC		\$130.00	\$18,000.00	Pending
116887	1014 PINE ST..9-109 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC		\$130.00	\$18,000.00	Pending
116888	1410 UNIVERSITY AV..8-163 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC		\$130.00	\$18,000.00	Pending
116906	1332 9th ST..6-192-6-A [2-434 - Residential - Alteration - 1 -2 Family House] ADD ATTACHED GARAGE, FOYER, AND DECK. INTERIOR REMODELING	THOMAS F & SARAH L LARSEN		\$342.31	\$240,000.00	Pending
116998	410 N ASHLAND AV..5-1043 [2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR REMODEL/ STRUCTURAL REPAIR	SAMUEL EVERETT CHRISTIAN DUNLOP		\$205.00	\$70,000.00	Pending
117023	325 N ASHLAND AV..5-613 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC		\$130.00	\$11,500.00	Pending
117196	3375 SCOTTWOOD DR..22-1735-2 [2-434 - Residential - Alteration - 1 -2 Family House]	THERESA L HATHAWAY		\$205.00	\$44,000.00	Pending
117373	2086 CANDLE WAY..6H-3356 [2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT FINISH/REMODEL - ADD 10x11' BEDROOM W/ EGRESS WINDOW & 8x10' BATHROOM	MATTHEW P & STARR L DALY		\$255.00	\$36,000.00	Pending
117417	1309 WIRTZ AV..1-281 [2-434 - Residential - Alteration - 1 -2 Family House]	BASTEN INVESTMENTS LLC		\$105.00	\$3,000.00	Pending

117465	207 S LOCUST ST..6-267-A-8 [2-434 - Residential - Alteration - 1 -2 Family House]	MALOTT PROPERTIES LLC [2-434 - Residential - Alteration - 1 -2 Family House]	\$230.00	\$50,000.00	Pending
117476	1221 S QUINCY ST..16-217 [2-434 - Residential - Alteration - 1 -2 Family House]	NICHOLAS B GRIFFIE, ETAL	\$555.74	\$186,000.00	Pending
117478	1125 UNIVERSITY AV..7-671 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$130.00	\$18,000.00	Pending
117479	1009 CROOKS ST..14-898 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$180.00	\$18,000.00	Pending
117480	815 DOUSMAN ST..4-25 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$130.00	\$18,000.00	Pending
117487	1749 S ONEIDA ST..1-2266 [2-434 - Residential - Alteration - 1 -2 Family House]	CHANCE PROPERTIES LLC	\$155.00	\$1,400.00	Pending
117531	1795 BOLAND RD..6-2675 [2-434 - Residential - Alteration - 1 -2 Family House]	ELIZABETH M SENGKHAMMEE	\$150.00	\$1,500.00	Pending
117541	912 S OAKLAND AV..2-922 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$130.00	\$18,000.00	Pending
117542	1008 PINE ST..9-110 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$180.00	\$18,000.00	Pending
117543	1010 PINE ST..9-110 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$180.00	\$18,000.00	Pending
117545	2121 SOUTH POINT RD..6H-3487 [2-434 - Residential - Alteration - 1 -2 Family House]	LARRY OUIMETTE & MELISSA SMITH REVOCABLE TRUST	\$284.71	\$60,000.00	Pending
117550	896 SCHOOL PL..3-525 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$230.00	\$35,000.00	Pending
117580	1100 PINE ST..14-86 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$180.00	\$18,000.00	Pending
117581	1102 PINE ST..14-86 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$180.00	\$18,000.00	Pending
117582	1121 UNIVERSITY AV..7-705 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$130.00	\$18,000.00	Pending
117583	1333 UNIVERSITY AV..8-611 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$130.00	\$18,000.00	Pending
117584	1341 UNIVERSITY AV..8-576 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$130.00	\$18,000.00	Pending
117585	1343 UNIVERSITY AV..8-576	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$130.00	\$18,000.00	Pending

[2-434 - Residential - Alteration - 1 -2 Family House]

117587	1339 UNIVERSITY AV..8-613	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$130.00	\$18,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

117590	1404 UNIVERSITY AV..8-161	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$180.00	\$18,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

117592	1408 UNIVERSITY AV..8-162	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$130.00	\$18,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

117593	1420 UNIVERSITY AV..8-166	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$180.00	\$18,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

117598	1424 UNIVERSITY AV..8-167	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$130.00	\$18,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

117601	1440 UNIVERSITY AV..8-172	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$130.00	\$18,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

117602	1448 UNIVERSITY AV..8-174	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$130.00	\$18,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

117605	1249 SHADOW LN..1-2213	HARRISBURG TELEVISION INC	\$75.00	\$62,800.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

117248	413 WESLEY AV..21-1176-D-112	KARYL NICHOLSON	\$100.00	\$3,500.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

117253	1163 THORNDAL ST..1-2162	JEFF HUGUET	\$50.00	\$4,500.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO

117282	416 BELLEVUE ST..8-552	JUDY & BONNIE BIONDICH	\$100.00	\$1,544.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

117283	421 SILVER SPRING DR..6-2859-15	SANDRA R FONDOW	\$75.00	\$17,400.00	Closed
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] REBUILD DECK

117365	830 RAYMOND ST..2-1395	JUDITH A & DONALD E SCHNEIDER	\$50.00	\$10,000.00	Closed
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE DECK WITH 12x30 CONCRETE PATIO

117407	1645 WESTFIELD AV..6-227-F	DONNA L OTTO	\$50.00	\$6,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] 18X31 PATIO
WOOD PRIVACY FENCE

117419	255 GLACIER DR..21-1176-C-21	JENNY R CHRISTL	\$100.00	\$5,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

117422	3066 SANDIA DR..6H-3001	JOSEPH R & DAWN L GIESBERS	\$75.00	\$3,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

117471	532 LARRY LN..21-3157	THOMAS R KROLL	\$100.00	\$11,600.00	Closed
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

117489	1435 BIEMERET ST..6-900	RONALD K & MARY L VINGER	\$100.00	\$14,000.00	Closed
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

117490	135 OAK ST..3-277	PACKERLAND HOME BUYERS LLC	\$200.00	\$500.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK IN REAR OF HOUSE
double fee for unpermitted work

117492	470 EDELWEISS DR..21-3470	PACKERLAND HOME BUYERS LLC	\$360.00	\$6,700.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

117495	892 SCHOOL PL..3-524	MARK A PULLEY	\$150.00	\$3,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] REBUILD FRONT PORCH
doubel fee for unpermitted work

117548	1327 S NORWOOD AV..1-953	CHERYL A & EUSEBIO GUZMAN	\$75.00	\$1,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

117561	803 ERNST DR..6-770	SUSAN A LAAMANEN	\$50.00	\$4,000.00	Closed
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

117626	835 ROY AV..18-1402	EDWARD L & KATHY L BRUNHOEFER	\$100.00	\$4,800.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

117648	3591-3593 BLACK SHEEP WAY ..21-8388	JOHN J BUNKER REVOCABLE TRUST OF 2007	\$100.00	\$12,000.00	Closed
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

117658	1649 9th ST..6-210-A-1	TROY V CHRISMAN	\$50.00	\$7,950.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] 15X15 PATIO AND 4X10 WALKWAY

117796	1234 CHICAGO ST..14-1241	BRENNEN J VANSISTINE	\$200.00	\$1,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

117562	1707 WOOD LN..6H-1269-4	DAVID W & MARY J HINTZ LIVING TRUST	\$50.00	\$1.00	Pending
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[9-645 - Raze - Building or Structure (Residential)]

116763	3420 WIGGINS WAY..22-1734-15	GESINA THIRY	\$50.00	\$3,000.00	Pending
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[11-1 - Fence (Residential)]

116804	2755 CHARLESTON DR..6H-3165	JEFFREY J DOXTATOR	\$50.00	\$340.00	Pending
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[11-1 - Swimming Pool (Residential)] No permit required for hot tub will remove min every 7 days (temporary). Pool height over 48" ladder to be removed after use.

116927	1926 HILLSIDE LN..21-2036-L-3	DAVID C & GAIL A & JOEL D MILLER	\$50.00	\$7,000.00	Pending
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[11-1 - Fence (Residential)] 130 ft. of 6ft. high, composite wood privacy fence

116947	3135 GREENVIEW DR..21-4112	ZACHARY J HEIM	\$50.00	\$8,000.00	Pending
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[11-1 - Fence (Residential)]

116956	503 PEACH TREE LN..6-1821	JENNIFER L VANDENPLAS	\$100.00	\$10,000.00	Closed
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

117002	1711 FIESTA LN..21-1110-M-114	XAO VANG	\$50.00	\$6,418.00	Closed
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[11-1 - Driveway Replacement and/or Expansion (Residential)] ***and garage slab too

117007	363 FIELDSTONE CT..21-5019	DENNIS D & CONSTANCE CHRISTENSON	\$50.00	\$13,268.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

117012	1401 CROOKS ST..17-899	MATT AND CAROL HAMPTON	\$50.00	\$1,000.00	Closed
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[11-1 - Fence (Residential)] 6" HIGH WOOD/PINE FENCING 6" OFF NORTH PROPERTY LINE. POSTS WILL BE EVERY 4' OR 6'. TOTAL FENCE LENGTH 78-80'					
117057	727 BOND ST..5-1090	JEAN R CLARK	\$50.00	\$18,978.00	Closed
[11-1 - Foundation Repair (Residential)] INSTALL INTERIOR DRAIN TILE, SUMP PUMP					
117084	1958 HAROLD ST..21-2445-N-12	SARA DEJESUSMENDOZA	\$50.00	\$5,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] 57.8X11.6					
117110	1203 BAY MIST DR..21-8410	NANCY A & DONALD M BLOMBERG	\$50.00	\$12,000.00	Pending
[11-1 - Fence (Residential)] SUPPLY AND INSTALL APPROX. 256FT OF 6FT HIGH WHITE DOGWOOD VINYL FENCE WITH 1-4FT AND 1-5 SINGLE GATE. ALL POSTS HAVE STEEL MASTER SLEEVES DRIVEN 4FT. DEEP INTO THE GROUND. FENCE WILL BE INSTALLED APPROXIMATELY 6 INCHES IN FROM THE LOT LINES					
117122	412 BADER ST..21-2827-H-49	SOHO RENTAL LLC	\$50.00	\$5,000.00	Pending
[11-1 - Fence (Residential)]					
117164	838 9th ST..1-564	MARLEEN J & JOSEPH L CASE	\$50.00	\$9,300.00	Closed
[11-1 - Fence (Residential)] Permit to be cancelled see drag file REOPEN PROJ. GOT NEW CONTRACTOR. ** REPLACE EXISTING FENCE WITH CEDAR PRIVACY FENCE IN COMPLIANCE WITH THE SITE PLAN APPROVED ON 08/05/2024.					
117175	2044 JAMESFORD AV..21-2827-H-45	ROFFERS HOLLY J REVOCABLE LIVING TRUST	\$50.00	\$12,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] 12'x20' Yard shed					
117194	1725 ARNOLD DR..6-313-4	COURTNEY A VAN ZEELAND	\$50.00	\$1,500.00	Pending
[11-1 - Fence (Residential)] 6' VINYL PRIVACY FENCE					
117215	3685 COLLEGIATE WAY..21-7402	KELLY & CASEY FOSTER	\$50.00	\$8,200.00	Pending
[11-1 - Foundation Repair (Residential)]					
117222	1824 S NORWOOD AV..1-1183	GREGORY P STAMM	\$100.00	\$9,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] CONSTRUCT NEW DETACHED GARAGE					
117223	1026 N HENRY ST..21-2535	ADOLFO FUENTES CASTILLO, ETAL	\$100.00	\$18,500.00	Pending
[11-1 - Garage/Carport/Shed (residential)]					
117289	2458 ROBINSON AV..21-3259	THERESA L ELLIS	\$150.00	\$45,500.00	Pending
[11-1 - Garage/Carport/Shed (residential)]					
117402	3441 PAULA ST..22-2193	KARI MAHLIK	\$100.00	\$30,000.00	Pending
[11-1 - Swimming Pool (Residential)]					
117405	1453 ROCKDALE ST..6-969	GLENDON C & YVONNE WARD	\$50.00	\$6,400.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY					
117409	1713 BENTWOOD DR..6-1845	MARK & SCOTT W & MELODY A SOLESKI REVOCABLE TRUST	\$50.00	\$11,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
117420	1354 HOLIDAY AV..6-1492	KEITH SCHNEIDER	\$150.00	\$3,300.00	Pending
[11-1 - Z - Misc Project Not Listed (Residential)] GARAGE ROOF EXTENSION **Double Fee**					
117424	1350 CASS ST..17-453	LU VANG	\$50.00	\$7,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
117434	1273 SAN JOSE PL..3-1284	SUSSAN N MATTHEIS	\$50.00	\$5,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] 10' X 12' SHED					
117456	1205 S NORWOOD AV..1-589	PURPLE LION INVESTMENTS LLC	\$50.00	\$40,000.00	Closed

[11-1 - Foundation Repair (Residential)] REPAIR SMALL HOLE IN GARAGE ROOF & REPLACE UNDERLAYMENT

117464	2504 FINGER RD..21-119	ZULAYKA & FELIX GERALDO ACEVEDO RUIZ	\$50.00	\$10,670.00	Pending
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[11-1 - Fence (Residential)] 6' WHITE VINYL PRIVACY FENCE, 163 FT, ONE GATE

117466	1664 SPRUCE ST..6-811-23	APRIL & BECKY WALLS	\$50.00	\$11,000.00	Pending
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[11-1 - Fence (Residential)] INSTALLING 105' OF 6' TALL WHITE VINYL PRIVACY FENCING IN REAR YARD

117468	960 WAVERLY PL..1-1366	LAURE A PONCE	\$50.00	\$5,000.00	Pending
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[11-1 - Fence (Residential)]

117470	1339 WESTERN AV..3-1206-A-1	JASON J & REBECCA L CHARLES	\$50.00	\$14,933.00	Pending
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[11-1 - Fence (Residential)] 6' VINYL FENCE - REPLACING THE EXSISTING FENCE

117475	1791 ASBURY CIR..6-153-D	KATIE R & JOSHUA B HUISHEERE	\$50.00	\$4,250.00	Pending
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[11-1 - Fence (Residential)]

117481	830 HUBBARD ST..4-42	ZORAIMA ENID & MARCO LUCIANO	\$50.00	\$984.00	Closed
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[11-1 - Fence (Residential)] 6' WOODEN PRIVACY FENCE ALONG BACK YARD AND EAST SIDE OF HOUSE

117484	532 S NORWOOD AV..2-422	RAYMOND REED	\$75.00	\$7,000.00	Pending
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[11-1 - Foundation Repair (Residential)] REPLACING SIDING, WINDOWS ON HOUSE & GARAGE

117485	1198 LIBERTY ST..1-2538	MARK SKALETSKI	\$50.00	\$5,600.00	Closed
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

117486	605 ROLLING GREEN DR..6H-2634	RAYMOND D & MARGARET H ARROZAL	\$50.00	\$7,000.00	Closed
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

117488	1129 WINFORD AV..18-229	SUSAN A & ALLEN L NIENOW	\$50.00	\$6,500.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

117494	1121 GRIGNON ST..17-192	CRISTIAN A & MADELINE M VASILIEV	\$50.00	\$15,000.00	Pending
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[11-1 - Fence (Residential)]

117506	1114 KENWOOD ST..1-2263	BRENTON BRAYKO	\$50.00	\$1.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION

117507	1561 MORROW ST..19-170	STEPHANIE A MOORE	\$50.00	\$11,770.00	Closed
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[11-1 - Fence (Residential)] 142' BACK YARD FENCE

117508	2974 W MILKY WAY CT..6H-3692	ALEC D & JENNIFER L TANTILLO	\$50.00	\$5,000.00	Closed
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[11-1 - Garage/Carport/Shed (residential)]

117510	1218 S ONEIDA ST..1-1935	DAVID A & KARAN A STARY	\$300.00	\$20,000.00	Closed
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[11-1 - Garage/Carport/Shed (residential)] BUILDING GARAGE & DRIVEWAY
CASE# 136821 - NO PERMIT - DOUBLE FEE

117511	931 COPPENS RD..18-835-B	FRANCIS M WOYAK	\$50.00	\$13,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

117512	1222 PARK ST..18-1059	MICHAEL GOTTFREDSEN	\$50.00	\$9,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACING GARAGE FLOOR & DRIVEWAY

117513	222 S HENRY ST..21-1514-20	MATTHEW BOLTON	\$50.00	\$2,500.00	Pending
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[11-1 - Fence (Residential)] APPROXIMATELY 200' OF WOODEN PRIVACY FENCE TO ENCLOSE BACK YARD. FENCE WILL BE APPROXIMATELY 6 INCHES FROM LOT LINES.					
117536	705-707 MATHER ST..5-1123	LAUTENBACH PROPERTIES LLC	\$100.00	\$5,300.00	Closed
[11-1 - Foundation Repair (Residential)] REPAIRS TO GARAGE					
117549	1847 ST. AGNES DR..6-2905	WENDT HOLDINGS LLC	\$50.00	\$4,250.00	Pending
[11-1 - Z - Misc Project Not Listed (Resiential)]					
117553	1916 BEECH TREE DR..6H-3631	FEDERICO V SALDANA	\$50.00	\$6,000.00	Closed
[11-1 - Garage/Carport/Shed (residential)]					
117555	1117 ERNST DR..6-719	THOMAS J & CAROL J KRUEGER	\$50.00	\$19,031.00	Pending
[11-1 - Fence (Residential)]					
117560	120 STONEBRIDGE CT..6H-3813	JENNIFER & CHRISTOPHER A GIZZI	\$125.00	\$40,000.00	Pending
[11-1 - Foundation Repair (Residential)] REPAIR STORM DAMAGE					
117566	1755 ASPEN LN..6-1951-1	BRENDA E BROWN	\$50.00	\$5,811.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
117567	530 SUPERIOR RD..21-6283	KYALE J & NADINE S GOSPODAREK	\$50.00	\$2,000.00	Pending
[11-1 - Fence (Residential)]					
117586	2926 SORENSON DR..6H-3576	MATTHEW LANSER	\$50.00	\$2,500.00	Pending
[11-1 - Fence (Residential)] REPLACE EXISTING FENCE WITH 6' (HEIGHT) WHITE VINYL FENCE AND 4' (LENGTH) GATE. TOTAL WITH FENCE AND GATE NOT TO EXCEED 109.78' WHICH IS THE WIDTH OF THE LOT AT BACK.					
117591	2630 TERESA DR..21-6942	LAURA P & THOMAS G DELWICHE	\$50.00	\$8,000.00	Closed
[11-1 - Fence (Residential)] 198' Back Yard Fence					
117594	1811 DEBRA LN..21-820-M-27	STACI M WOJCIK	\$50.00	\$6,000.00	Pending
[11-1 - Fence (Residential)]					
117603	1209 S NORWOOD AV..1-588	JAMIE R LUCAS	\$50.00	\$800.00	Pending
[11-1 - Fence (Residential)]					
117617	1753 BADGER ST..6-571	FRANCISCO A REYESTORRES, ETAL	\$300.00	\$45,934.00	Pending
[11-1 - Garage/Carport/Shed (residential)] CONSTRUCT NEW GARAGE.					
117621	1610 FRANK ST..1-2726	MARCIA L BETHUREM	\$50.00	\$3,097.00	Pending
[11-1 - Fence (Residential)]					
117627	240 REIMER AV..21-2475-33	JAVIER VALDIVIA, ETAL	\$50.00	\$10,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] NEW 12 X 24, WOOD, PREFAB FROM MENARDS. EXISTING SHED IN OPPOSITE CORNER OF REAR YARD WILL BE REMOVED BY OWNER.					
117636	1020 WENTWORTH ST..6-2084	ROGER F & CAROL J WIELGUS	\$75.00	\$6,614.29	Pending
[11-1 - Garage/Carport/Shed (residential)]					
117638	1116 GOODELL ST..17-631	MARY E KORNELY	\$50.00	\$4,100.00	Pending
[11-1 - Garage/Carport/Shed (residential)] 8X12 YARD SHED					
117652	1430-1432 BOND ST..6-2155	RENTMEESTER EARL CHARLESREVOCABLE TRUST	\$50.00	\$13,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY AND 4 STOOPS **EXISTING EXPANSION ON EAST SIDE OF DRIVEWAY APPROVED WITH A VARAINACE 8/18/2011**					
117660	1133 11th AV..1-224	KATHLEEN JANE BOHACHEK	\$50.00	\$4,312.00	Pending

[11-1 - Garage/Carport/Shed (residential)]

117662	2459 IRONWOOD DR..6H-1505-5	FOWLES WILLIAM C & LINDA S LIVING TRUST	\$50.00	\$11,900.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

117671	719 BOND ST..5-1092	TOBY F VANDERWEGEN	\$50.00	\$12,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

117672	1925 SMITH ST..21-2161-6	ANTONIO MORA	\$50.00	\$2,000.00	Pending
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[11-1 - Fence (Residential)]

117692	3094 SUNDOWN CT..6H-2974	BRIAN BOLSSEN	\$50.00	\$11,240.00	Pending
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[11-1 - Fence (Residential)]

117735	519 ST. BERNARD DR..21-2475-D-21	RICHARD & ELIZABETH CONRAD	\$50.00	\$10,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

117738	1754 LOST LN..21-1294-1-1	NICHOLAS A RAUCH	\$50.00	\$2,800.00	Pending
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[11-1 - Fence (Residential)] INSTALL 53 ' OF 6' WHITE VINYL PRIVACY FENCE ON PROPERTY LINES AS SHOWN ON SITE PLAN (REMOVE EXISTING CHAINLINK)

117757	1136 SHADOW LN..1-2295	JARED D & ANA L OLSEN	\$50.00	\$14,000.00	Pending
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[11-1 - Fence (Residential)]

117766	2050 WINTER CRESS DR..6H-4042	AMY R & BLAKE D GUDBAUR	\$50.00	\$4,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

117768	2820 WEST POINT RD..6H-1168-4-4	CANDICE DART	\$50.00	\$800.00	Pending
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[11-1 - Fence (Residential)] 6' WOODEN FENCE ALONG SIDE PROPERTY LINE AND THEN ACROSS TO GARAGE

116663	2540 UNIVERSITY AV , Unit: 1301-1310..21-301	UHAGB LLC	\$7,056.02	\$1,500,000.00	Pending
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[30-105 - Commercial - New - 5 or More Family Building]

116664	2540 UNIVERSITY AV , Unit: 1401-1410..21-301	UHAGB LLC	\$6,256.02	\$1,500,000.00	Pending
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[30-105 - Commercial - New - 5 or More Family Building] NEW APT. COMPLEX

116665	2540 UNIVERSITY AV , Unit: 1501-1510..21-301	UHAGB LLC	\$6,656.02	\$1,500,000.00	Pending
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[30-105 - Commercial - New - 5 or More Family Building] NEW APT. COMPLEX

115657	125 S JEFFERSON ST..11-269	UIRC-GSA GREEN BAY WI LLC	\$2,865.71	\$3,689,516.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] COMMERCIAL REMODEL

116892	2450 UNIVERSITY AV..21-1254-2	EHLINGER LARRY M & CAROL S REVOCABLE TRUST	\$240.00	\$2,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] New Party Rooms
ADDING 5 RECEPTICALS

117324	966 SHAWANO AV..3-1092	GREEN BAY AREA PUBLIC SCHOOL DISTRICT WEST HIGH	\$392.38	\$180,000.00	Pending
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[31-329 - Commercial - New - Structures Other Than Buildings (parks, outdoor stadiums, marinas, outdoor swimming pools, outdoor theaters, boardwalks, wharves, docks).]

117455	2255 MAIN ST..21-127-6	QUICK NINE HOLDINGS LLC	\$1,472.20	\$200,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

117534	1860 SHAWANO AV..6-263-1	ST VINCENT HOSPITAL OF THE HOSPITAL SISTERS ...	\$210.00	\$6,800.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] RM 280 HEARING BOOTH

117559	3021 VOYAGER DR..21-143-7	PREVEA CLINIC INC	\$190.00	\$11,429.00	Closed
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

117673 1181 E MASON ST..14-1082 NEXSTAR BROADCASTING INC \$70.00 \$14,977.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

117742 240 N BROADWAY..4-65 BFAM LLC \$1,038.83 \$320,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] ***NO EXTERIOR WORK UNTIL COA IS OBTAINED***

117749 610 MARYHILL DR..6-140 PREMONSTRATENSIAN FATHERS \$707.92 \$600,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

116222 2845 GREENBRIER RD..21-161-2 BAYCARE AURORA LLC \$693.00 \$340,000.00 Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] EC APPROVED 6/17/24

116739 215 S BAIRD ST..17-1109 GREEN BAY CITY OF PARK JOANNES \$0.00 \$263,381.62 Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)]

116983 341 N HENRY ST..21-1203 AMERICOLD REAL ESTATE LP \$70.00 \$19,000.00 Pending

[34-649 - Raze- Building or Structure (Commercial)]

117090 215 S BAIRD ST..17-1109 GREEN BAY CITY OF PARK JOANNES \$140.00 \$1,000.00 Closed

[34-1 - Temporary Office/Trailer/Event (Commercial)]

117093 2540 UNIVERSITY AV..21-301 UHAGB LLC \$140.00 \$10,000.00 Pending

[34-1 - Cell Tower - Alteration to Existing (Commercial)]

117239 2210 MAIN ST..21-455-1 DJL INVESTMENTS LLC \$140.00 \$25,000.00 Pending

[34-1 - Z - Misc Project Not Listed (Commercial)]

117319 728 LOMBARDI AV..1-1412-B-1 GREEN BAY PACKERS INC \$250.00 \$59,500.00 Pending

[34-1 - Fire Protection Sprinkler (Commercial)]

117515 1577 LANGLADE AV..6-299-A ROCK LAKE PROPERTIES LLC \$70.00 \$25,000.00 Pending

[34-1 - Cell Tower - Alteration to Existing (Commercial)]

117551 2845 GREENBRIER RD..21-161-2 BAYCARE AURORA LLC \$70.00 \$1,000.00 Pending

[34-1 - Temporary Office/Trailer/Event (Commercial)] on 10/17/24

117556 2530 S HEMLOCK ST..22-SC510 PISCHKE-PETERSON ENTERPRISES LLC \$100.00 \$1.00 Pending

[34-1 - Site (Erosion control, Fill, Excavation)(Commercial)]

117571 433 MAIN ST..11-117 ASSOCIATED BANK NATIONAL ASSOCIATION \$140.00 \$6,000.00 Pending

[34-1 - Z - Misc Project Not Listed (Commercial)]

117572 1219 W MASON ST..2-1274 1219 W MASON STREET LLC \$70.00 \$50,000.00 Pending

[34-1 - Z - Misc Project Not Listed (Commercial)]

117609 1561 DOUSMAN ST..6-98-2 SEVENWOOD LLC \$70.00 \$41,100.00 Pending

[34-1 - Z - Misc Project Not Listed (Commercial)]

117642 2675 NEWBERRY AV..21-107-4 GREEN BAY CITY OF \$70.00 \$15,000.00 Pending

[34-1 - Cell Tower - Alteration to Existing (Commercial)]

117690 158 N MAPLE AV..4-95 REDEVELOPMENT AUTHORITY OF CITY OF GREEN BAY \$150.00 \$33,088.00 Pending

[34-649 - Raze- Building or Structure (Commercial)]

117706 1627 E MASON ST..21-1940 JOHN S CROWLEY \$70.00 \$15,000.00 Pending

[34-1 - Cell Tower - Alteration to Existing (Commercial)]

117745 2475 W MASON ST..6H-1111-A YSRP INVESTMENT CORPORATION \$70.00 \$100,000.00 Closed

[34-1 - Parking Lot - New & Reconstruction (Commerical)]

117789 520 S OAKLAND AV..2-328-A SAMARITANS HEART INC \$70.00 \$14,860.00 Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] NO SUBGRADE WORK RESURFACE ONLY

117809 1152 S MILITARY AV ..6-511 BESTER DEVELOPMENT CO LLP \$70.00 \$17,000.00 Pending

[34-649 - Demolition - Interior (Commercial)]

117243 3159 BAY VIEW DR..21-3037 CAROL & ESTHER FENDT \$100.00 \$22,600.00 Pending

[40-61 - Solar Panels - Electric]

117352 418 COLUMBIA AV..5-301 MACKENZIE J SHIMEK \$50.00 \$3,000.00 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

117385 2825 NICOLET DR..22-136 2005 GLENNON FAMILY TRUST \$100.00 \$11,770.03 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

117418 716 S MADISON ST..15-67 UNION CONGREGATIONAL CHURCH \$100.00 \$49,500.00 Pending

[40-61 - Solar Panels - Electric]

117445 2718 HE-NIS-RA LN..6H-2149 HELEN L & TIMOTHY J MADDEN \$100.00 \$12,000.00 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

117459 300 S JACKSON ST..14-471 MICHAEL & MACKENZIE COBURN \$50.00 \$4,000.00 Closed

[40-53 - Electrical Service - Change (Residential)]

117501 1179 EMILIE ST..17-144 THOMAS J & JANYSE L BICEALLEN \$50.00 \$3,675.00 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

117524 1015 HOWARD ST..3-504 JOHN B & BONNIE L TANK \$100.00 \$8,632.00 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

117529 629 S TAYLOR ST..6-154-1 JOSHUA S SUESS \$50.00 \$500.00 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] DISCONNECT ALL BRANCH WIRES FROM BREAKERS

117537 2440 HAMPTON AV..21-3510 VICENTE & YENNI P REYES ESTRADA SICAEROS \$50.00 \$777.00 Closed

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

117574 1429 MAIN ST..8-75 KOMPOUND ENTERPRISES LLC \$70.00 \$4,693.00 Pending

[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]

117576 1151 PORLIER ST..17-116 ROBERT A GARTZKE \$50.00 \$2,000.00 Closed

[40-55 - Electrical Service - Repair (Residential)] VDH after hours service repair

117596 895 SHAWANO AV..3-875 CRESS JOSEPH J LIVING TRUST \$50.00 \$3,000.00 Closed

[40-53 - Electrical Service - Change (Residential)]

117604 521 S MAPLE AV..2-266 TYLER FRANK \$50.00 \$3,600.00 Pending

[40-55 - Electrical Service - Repair (Residential)]

117625	1681 KENNEDY DR..6-2739	DEBRA K & JEFFREY C AUSTIN	\$50.00	\$2,100.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
117637	1623 CHATEAU DR..6-1341	JEREMY M HUTH	\$50.00	\$3,000.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
117639	1172-1176 OREGON ST..5-1533	KATHRINE KUSSOW	\$50.00	\$6,602.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
117659	332 S ROOSEVELT ST..14-1006	ROBERT A S NORWZICK	\$50.00	\$1.00	Pending
[40-55 - Electrical Service - Repair (Residential)]					
117689	1234 STATE ST..1-824	TRISKE J R INC	\$70.00	\$500.00	Pending
[40-50 - Electrical Service - Temporary (Commercial)]					
117701	1023 MARSHALL AV..18-311	ADAM A & SHAWN D MEDRANO	\$100.00	\$3,000.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] CHANGE TO NEW VANITY WITH NEW LED LIGHTS, ADD EXHAUST FAN, GFI PROTECTED OUTLETS, WALK-IN SHOWER					
117704	1247 BOND ST..5-1316	KARL E & ANN C KRALAPP	\$50.00	\$1,200.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
117707	1217 BIEMERET ST..1-1994	ALEX A SCHUESSLER	\$100.00	\$12,500.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] SERVICE UPGRADE, REPLACE SHOWER, FIX PLUMBING PROBLEMS					
117714	901 UNIVERSITY AV..7-585	GREEN BAY CITY OF	\$0.00	\$127,000.00	Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]					
117717	1217 N IRWIN AV..20-44-27-A	PHILLIP A & MICHELLE A BREDARL	\$50.00	\$600.00	Closed
[40-55 - Electrical Service - Repair (Residential)]					
117728	2940 GRAND CYPRESS LN..22-2061	EARLENE M RONK	\$100.00	\$14,000.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
117746	1117 W MASON ST..2-1102-2	& RADIANT ESTATE LLC	\$140.00	\$4,800.00	Pending
[40-54 - Electrical Service - Repair (Commercial)] DOUBLE FEE					
117747	501 EASTMAN AV..20-123	PROCTER & GAMBLE PAPER PRODUCTS CO	\$70.00	\$2,000.00	Pending
[40-50 - Electrical Service - Temporary (Commercial)]					
117781	830 S IRWIN AV..17-354-A	JANICE M & TIMOTHY R MANDICH	\$50.00	\$3,500.00	Closed
[40-55 - Electrical Service - Repair (Residential)] JUST WIRING					
117783	144 CLIFFVIEW DR..21-3343	KATHRYN A & IAN K RONK	\$50.00	\$1,700.00	Closed
[40-53 - Electrical Service - Change (Residential)]					
117787	510 S MONROE AV..15-122	BEHLS REAL ESTATE HOLDING INC	\$70.00	\$1,600.00	Closed
[40-54 - Electrical Service - Repair (Commercial)]					
117799	828 N JACKSON ST..7-23	SARAH L VAUGHAN	\$50.00	\$275.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
117805	2561 VICKI LN..21-3984	JACOB J ZEISE	\$50.00	\$1,500.00	Pending
[40-53 - Electrical Service - Change (Residential)] INSTALL ELECTRICAL RECEPTACLES & LIGHTING IN BASEMENT BEDROOM.					

117853	1864 HAROLD ST..21-2167-4 [40-55 - Electrical Service - Repair (Residential)]	NICOLE M & BENJAMIN N ROESSLER	\$50.00	\$4,000.00	Pending
117857	1539 CAREFUL DR..6-1027-45 [40-55 - Electrical Service - Repair (Residential)]	DAVID C BRUKARDT	\$50.00	\$1,200.00	Closed
117873	1333 KLAUS ST..21-1657 [40-55 - Electrical Service - Repair (Residential)] REPAIR MAST THAT WAS PULLED DOWN BY TREE	JENNIFER L & SHAWN P ROGERS	\$50.00	\$300.00	Closed
117886	1500 TRAEGER ST..6-1179 [40-53 - Electrical Service - Change (Residential)]	THOMAS S SCHUURMANS	\$50.00	\$1,500.00	Pending
117293	2643 FORESTVILLE DR..6H-1779 [50-41 - AC Unit Only (Residential)]	SCOTT E & SARA J MASSEY	\$50.00	\$8,000.00	Closed
117326	1343 14th AV..1-355 [50-41 - AC Unit Only (Residential)]	TINA M PETERSON	\$50.00	\$2,677.00	Pending
117415	148 OAK GROVE AV..21-2394 [50-43 - Heating and Air Conditioning Units (Residential)]	SUSAN M & ERIC M JOHNSON	\$50.00	\$10,935.00	Closed
117428	1117 THRUSH ST..18-1113 [50-41 - AC Unit Only (Residential)]	MICHELLE ORLANDO	\$50.00	\$4,000.00	Pending
117458	2524 OAKWOOD DR..6H-1223-G [50-41 - AC Unit Only (Residential)]	JANE E KEEHAN	\$50.00	\$5,000.00	Closed
117472	1017 N BUCHANAN ST..18-1015-13 [50-41 - AC Unit Only (Residential)]	MYDIEK WENTLAND	\$50.00	\$5,270.00	Closed
117473	520 S VAN BUREN ST..14-617 [50-41 - AC Unit Only (Residential)]	STEVEN J & JOANN C MADSON	\$50.00	\$6,358.00	Closed
117493	1772 NANCY AV..6-2388 [50-43 - Heating and Air Conditioning Units (Residential)]	MARY J HERMES	\$50.00	\$1,270.00	Closed
117516	530 FRED ST..21-1714-E-12 [50-41 - AC Unit Only (Residential)]	JUVENCIO CERDA, ETAL	\$50.00	\$6,415.00	Closed
117518	851 S RIDGE RD..2-58-A-3 [50-41 - AC Unit Only (Residential)]	SHASHI GARDNER	\$50.00	\$5,156.00	Pending
117526	1302 DANCING DUNES DR..6H-2844 [50-41 - AC Unit Only (Residential)]	TRANETTE J & MALISA R DAYS	\$50.00	\$5,000.00	Closed
117527	1602 KING OF ARMS DR..6H-3428 [50-41 - AC Unit Only (Residential)]	JONATHAN D & MICHELLE R LINDEEN	\$50.00	\$6,000.00	Closed
117528	806 N HENRY ST..21-2176 [50-41 - AC Unit Only (Residential)]	EVAN L KEEHAN	\$50.00	\$5,000.00	Pending
117530	2931 SUZANNE CT..21-817-2 [50-43 - Heating and Air Conditioning Units (Residential)]	ANGELA FRIEDLAND	\$50.00	\$2,677.00	Pending
117532	2974 CRUSADE LN..6H-3255	AMY B & MICHAEL W VANRITE	\$50.00	\$4,865.00	Closed

[50-41 - AC Unit Only (Residential)]

117533	718 DOUSMAN ST..5-620	JENNIFER D GARNER	\$50.00	\$5,436.00	Closed
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[50-45 - Heating Unit Only (Residential)]

117538	1602 BEAUCHAMP ST..1-2526	KIM K GILLIS	\$50.00	\$12,000.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

117539	517 CARRIE LN..6-2515	BONNIE D JANKOWSKI	\$50.00	\$5,300.00	Closed
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[50-41 - AC Unit Only (Residential)]

117544	125 HAZEL ST..3-940	ANDREW J MACKOWIAK	\$50.00	\$4,000.00	Closed
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[50-45 - Heating Unit Only (Residential)]

117546	1723 WESTFIELD AV..6-2333		\$50.00	\$9,000.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

117569	326 MICHELLE CT..21-6358	JOHN D ODEA, ETAL	\$50.00	\$6,314.00	Closed
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[50-41 - AC Unit Only (Residential)]

117570	1192 OREGON ST..5-678	AUSTIN GARSOW	\$50.00	\$5,868.00	Closed
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[50-41 - AC Unit Only (Residential)]

117578	810 SPENCE ST..2-1363	COMPTON NANCY J REVOCABLE LIVING TRUST	\$50.00	\$5,000.00	Closed
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[50-45 - Heating Unit Only (Residential)]

117608	452 BADER ST..21-446	FLEGLES GREEN GRASS PROPERTIES LLC	\$50.00	\$11,000.00	Pending
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[50-41 - AC Unit Only (Residential)]

117611	2400 UNIVERSITY AV..21-2475-F-1	KWIK TRIP INC	\$70.00	\$10,000.00	Pending
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[50-4 - Repair/Alter Existing HVAC System (Commercial)]

117612	2915 SORENSON DR..6H-3575	DOUGLAS J CRETTON	\$50.00	\$5,565.00	Pending
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[50-41 - AC Unit Only (Residential)]

117614	919-921 SQUARE TERR..6H-3101	RJ SQUARE LLC	\$50.00	\$0.00	Pending
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[50-41 - AC Unit Only (Residential)]

117616	555 PROULX ST..21-2117	NANCY A & DAVID J BUHR	\$50.00	\$10,845.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

117618	542 SPINNAKER LN..21-2219-4	SPINNAKER TOWNHOMES LLC	\$70.00	\$5,046.00	Pending
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[50-44 - Heating Unit Only (Commercial)]

117620	1643 CYPRESS LN..21-2116-M-20	CLAIR L & JEAN C JAMMER TRUST OF 2019	\$50.00	\$6,520.00	Closed
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[50-41 - AC Unit Only (Residential)]

117624	1326 NELSON ST..6-2635	KONG M & ANITA XIONG	\$50.00	\$11,000.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

117643	995 HOWARD ST..3-499	MICHAEL NEUSER	\$50.00	\$11,310.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

117645	165 LAU ST..21-1729	KIM M & WILLIAM S GEAR	\$50.00	\$7,987.00	Closed
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[50-45 - Heating Unit Only (Residential)]

117647	1525 N BAY HIGHLANDS DR..21-5493-10	MARGERY E & GERALD B BINDER	\$50.00	\$13,584.00	Withdrawn
[50-43 - Heating and Air Conditioning Units (Residential)] HOMEOWNER CANCELLED W/ HOCKERS					
117653	2686 DECKNER AV..21-77	STEVEN J & ELIZABETH A R DELAURELLE	\$50.00	\$6,606.00	Closed
[50-41 - AC Unit Only (Residential)]					
117654	1221 ELIZA ST..17-327	DANI K MORGAN	\$50.00	\$10,150.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
117655	1111 SANDSTONE CT..6H-3830	LI PING S YANG	\$50.00	\$4,200.00	Closed
[50-41 - AC Unit Only (Residential)]					
117668	1422 N BAY HIGHLANDS DR..21-5535	NANCY J & JAMES P GAPINSKI	\$50.00	\$9,200.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
117670	907 ERNST DR..6-160-4	UNKER JOYCE M REVOCABLE TRUST OF 2017	\$50.00	\$6,466.00	Closed
[50-41 - AC Unit Only (Residential)]					
117676	1231 12th AV..1-676-A	PATRICIA A WERY	\$50.00	\$4,975.00	Pending
[50-41 - AC Unit Only (Residential)]					
117677	1241 ROSCOE ST..1-426-B	DAVID G BECK	\$50.00	\$4,830.00	Pending
[50-41 - AC Unit Only (Residential)]					
117678	487 SUPERIOR RD..21-3131	TERI S DEGRAND	\$50.00	\$5,000.00	Pending
[50-41 - AC Unit Only (Residential)]					
117679	325 S VAN BUREN ST..14-759	LAUREL WORMAN	\$50.00	\$6,314.00	Closed
[50-41 - AC Unit Only (Residential)]					
117680	1225 DOUSMAN ST..5-675-7	MELINDA S WOLKE	\$50.00	\$7,699.00	Closed
[50-41 - AC Unit Only (Residential)]					
117682	613 W WALNUT ST..3-74	MATTHEW D & SARA A PAYNE	\$50.00	\$6,122.00	Closed
[50-41 - AC Unit Only (Residential)]					
117683	2405 WILDWOOD DR..21-5122	SUSAN M & DALE BOERMA	\$50.00	\$7,699.00	Closed
[50-41 - AC Unit Only (Residential)]					
117688	1131 S FISK ST..6-597	ANDREW F MALECKI JR REVOCABLE TRUST	\$50.00	\$11,000.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
117694	1206 WIRTZ AV..1-98	BERKERR FAMILY LIMITED PARTNERSHIP	\$50.00	\$10,000.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
117710	617 STONEHEDGE RD..21-6954	SARAH B & SCOTT W MOORE	\$50.00	\$4,425.00	Closed
[50-41 - AC Unit Only (Residential)]					
117723	1838 SMITH ST..21-2173-3-4	ROSELLE MONTALVO	\$50.00	\$4,960.00	Pending
[50-41 - AC Unit Only (Residential)]					
117729	1207 S GREENWOOD AV..1-613	ANGELA J BUECHNER	\$50.00	\$10,049.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
117751	816 OPEN GATE CT..6H-2685	CHRISTIE L & SCOTT J ZELLNER	\$50.00	\$9,728.00	Pending

[50-43 - Heating and Air Conditioning Units (Residential)]

117752	929 FOREST HILL DR..21-1111-D-166	SHANNON L & MARK S WESCOTT	\$50.00	\$11,500.00	Pending
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[50-41 - AC Unit Only (Residential)]

117760	2852 OGDAN WOODS DR..6H-4128	RACHELLE BETH SCHROEDER	\$50.00	\$6,700.00	Pending
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[50-49 - Repair/Alter Existing HVAC System (Residential)]

117761	1033 S CLAY ST..17-160	ALYSSA GILSON	\$50.00	\$9,650.00	Pending
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[50-41 - AC Unit Only (Residential)]

117762	1035 S CLAY ST..17-160	ALYSSA GILSON	\$50.00	\$9,650.00	Pending
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[50-41 - AC Unit Only (Residential)]

117763	1869 EAST SHORE DR..21-1087	REBECCA P & ALI R AFSHAR	\$50.00	\$6,350.00	Closed
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[50-45 - Heating Unit Only (Residential)]

117776	1773 BEAVER DAM DR..6-2054	DONALD P & EILEEN M GUTOWSKI	\$50.00	\$4,300.00	Pending
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[50-45 - Heating Unit Only (Residential)]

117778	728 ST. GEORGE ST..8-224	OPEN DOOR HOUSING LLC	\$50.00	\$4,844.00	Closed
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[50-45 - Heating Unit Only (Residential)]

117779	1036 LARK ST..18-1197	MICHAEL J KRISTOFF	\$50.00	\$8,000.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

117780	1003 13th AV..2-857-A	MICHAEL A HINKFUSS	\$50.00	\$12,299.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

117782	1205 MATHER ST..5-1313-A	ABIGAIL E & JOSEPH R BERKHAHN	\$50.00	\$5,000.00	Pending
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[50-41 - AC Unit Only (Residential)]

117797	2510 HE-NIS-RA LN..6H-1874	SEEHAFER REVOCABLE LIVING TRUST	\$50.00	\$9,899.00	Closed
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[50-49 - Repair/Alter Existing HVAC System (Residential)]

117837	3024 LAWNSDALE DR..21-1111-D-212	MICHAEL J & CHRISTINA M RYMARCSUK	\$50.00	\$6,250.00	Pending
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[50-45 - Heating Unit Only (Residential)]

117850	3162 E OTTERTAIL CT..21-5298	BECKY & STEVEN ANDERSON	\$50.00	\$5,300.00	Closed
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[50-41 - AC Unit Only (Residential)]

117882	623 ST MARTIN CT..21-8074	DAVID E & TRACEY L WHITAKER	\$50.00	\$10,835.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

117498	1268 DOTY ST..14-1345	BLOCK MAIN MANAGEMENT LLC	\$30.00	\$4,000.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

117499	924 DOUSMAN ST..5-443	BAYE FAMILY IRREVOCABLE TRUST	\$30.00	\$4,900.00	Pending
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[60-29 - Water Service - Connection/Repair (Residential)]

117500	1822 E MASON ST..21-2116-4	KHALDUN MOHD HABIBULLAH	\$30.00	\$3,800.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

117509	1214 CHERRY ST..14-167	JKW PROPERTIES LLC	\$50.00	\$5,500.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

117517	213 S JACKSON ST..14-696	ZAKARY M & EMILY SUSAN ROESER	\$30.00	\$2,500.00	Pending
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[60-33 - Storm Sewers - Connection/Repair (Residential)]

117525	221 FELLOWS DR..6-1636-14	MELISSA M MEATH	\$30.00	\$1,500.00	Pending
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[60-33 - Storm Sewers - Connection/Repair (Residential)]

117535	1840 HAROLD ST..21-2173-2-5	GLORIA CORMIER	\$30.00	\$400.00	Closed
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[60-33 - Storm Sewers - Connection/Repair (Residential)]

117547	2750 DANIEL CT..21-4991	JANET L & RANDALL L PETERSON	\$30.00	\$1,500.00	Pending
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[60-29 - Water Service - Connection/Repair (Residential)]

117554	215 N WASHINGTON ST..12-19	CASEY E & TIMOTHY J JELINSKI	\$30.00	\$12,000.00	Pending
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[60-30 - Sanitary Sewers - Connection/Repair (Commercial)]

117557	118 S WASHINGTON ST..12-341	KATHRYN L & MICHAEL P TUBBS	\$70.00	\$4,000.00	Closed
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[60-24 - Repair/Alter Existing Plumbing System (Commercial)]

117563	806 S QUINCY ST..16-126	BRYAN D LIPKE	\$50.00	\$1,180.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

117565	366 E LE CAPITAIN CIR..21-4772	JEFFREY P KEMPKE	\$50.00	\$4,000.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

117630	1932 PREBLE AV..21-2193-4	JEREMY R TEBON	\$50.00	\$4,000.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

117632	1548 FOREST GLEN DR..6-1027-9	BRUNO O MARTINEZ FLORES	\$30.00	\$1.00	Closed
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[60-31 - Sanitary Sewers - Connection/Repair (Residential)]

117635	1400 N BAIRD ST..21-1198-6	PERRY PARK PARTNERS ETAL	\$50.00	\$1,200.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

117644	201 SEMINOLE LN..6H-2361	DAVID & RANA MARY CONNORS	\$50.00	\$8,290.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

117656	1089 DOUSMAN ST..5-718-C	JENNIFER S SELLEN	\$30.00	\$2,500.00	Pending
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[60-27 - Water Heater (Residential)]

117657	1300 KELLOGG ST..5-1676	NORA A HANNON	\$30.00	\$2,500.00	Pending
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[60-27 - Water Heater (Residential)]

117693	308 IRENE ST..21-2684	LINDA G MURRAY	\$50.00	\$9,807.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

117697	1815 10th AV..1-1198	ASHLEIGH E & WAYNE W & ALEX J SELLENE	\$30.00	\$5,000.00	Closed
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[60-27 - Water Heater (Residential)]

117698	605 MENLO PARK RD..21-3832	CHAO LEE, ETAL	\$30.00	\$2,500.00	Closed
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[60-27 - Water Heater (Residential)]

117699	2521 OAKWOOD DR..6H-1493-2	RYAN A KLEIN	\$30.00	\$5,000.00	Pending
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[60-27 - Water Heater (Residential)]					
117700	1797 7th ST..6-2228	HAROLD S & CHARMAINE D ZASTROW	\$30.00	\$2,500.00	Closed
[60-27 - Water Heater (Residential)]					
117702	1026 CHERRY ST..9-128	ROBERTO SANCHEZ ZEPEDA, ETAL	\$30.00	\$4,000.00	Closed
[60-29 - Water Service - Connection/Repair (Residential)]					
117703	1579 CASS ST..8-424	DOYLE PROPERTIES LLC	\$30.00	\$3,850.00	Closed
[60-29 - Water Service - Connection/Repair (Residential)]					
117708	1444 ELM ST..8-131	ROBERT Q FRELICH, ETAL	\$30.00	\$4,000.00	Pending
[60-29 - Water Service - Connection/Repair (Residential)]					
117716	2012 MARY QUEEN RD..21-2475-D-39	JULIE A & TODD D BROECKEL	\$50.00	\$735.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
117718	2749 CANYON BLUFF RD..21-4822	VAH THAO	\$50.00	\$28,600.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
117719	1281 CHERRY ST..14-123	JOSHUA A HISCOCK	\$80.00	\$14,000.00	Pending
[60-33 - Storm Sewers - Connection/Repair (Residential)] BREAKING FLOOR IN BASEMENT BY MAIN CLEAN OUT AND DIG IN ROW PULLING NEW SEWER THROUGH EXISTING ONE					
117720	330 N PLATTEN ST..5-1327-F	RODNEY J & KATHLEEN M BROSIG	\$30.00	\$10,000.00	Closed
[60-31 - Sanitary Sewers - Connection/Repair (Residential)]					
117721	219 S OAKLAND AV..3-1216	JOSEFINA SANTIAGOREYES	\$30.00	\$2,950.00	Closed
[60-33 - Storm Sewers - Connection/Repair (Residential)]					
117739	816 SMITH ST..7-259	MICHAEL R & REBECCA J ELAND	\$50.00	\$13,174.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
117753	1143 MEACHAM ST..1-1622	VANESSA J & BRADLEY R HORNE	\$50.00	\$24,562.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
117773	2064 CRESTWOOD SPRINGS DR..6H-1249-8	TODD G OLSON, ETAL	\$100.00	\$5,000.00	Pending
[60-37 - Lawn Sprinklers (Residential)]					
117793	461 ALPINE DR..21-3457	CRYSTAL L & ADAM R BIEMERET	\$50.00	\$26,445.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
117794	463 MENLO PARK RD..21-4076	VALERIE HOEHNKE	\$50.00	\$18,688.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
117801	1514 EASTMAN AV..19-3-1	KAY JAIMEZ, ETAL	\$50.00	\$950.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
117803	817 SUNNY LN..6-811-28	NICHOLAS J & DIANA M HELEIN	\$30.00	\$6,000.00	Pending
[60-31 - Sanitary Sewers - Connection/Repair (Residential)] REPAIR SEWER PIPE					
117819	100 N JEFFERSON ST..11-216	GREEN BAY CITY OF CITY HALL	\$0.00	\$500.00	Pending
[60-20 - Misc Plumbing (treament systems, grease traps, backflow valve)(Commercial)]					
117834	212 WOODLAWN AV..5-573	THOMAS A ORYALL	\$30.00	\$700.00	Closed

117852	426 S MILITARY AV..6-1778	AAA3 LLC	\$105.18	\$1,000.00	Pending
[70-1 - Signs - Permanent] 13.1 x 2.5' channel letter sign					
Totals: 306 projects			\$50,701.04	\$13,702,503.94	

Summary of Projects Issued

8/1/2024 to 8/31/2024

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
2 Residential - Alteration - 1 -2 Family House	41	1	11	41	18	33	10	1	\$6,957.76	\$1,282,200.00
7 Deck, Porch, Patio, Ramp (Residential)	19	9	13	19	1	0	0	0	\$2,085.00	\$117,494.00
9 Raze - Building or Structure (Residential)	1	0	0	1	0	0	0	0	\$50.00	\$1.00
11 Driveway Replacement and/or Expansion (Residential)	18	0	0	18	0	0	0	0	\$950.00	\$152,898.00
11 Fence (Residential)	29	0	0	29	0	0	0	0	\$1,450.00	\$195,175.00
11 Foundation Repair (Residential)	6	0	2	6	1	0	0	0	\$450.00	\$119,478.00
11 Garage/Carport/Shed (residential)	14	5	5	14	3	0	0	0	\$1,425.00	\$195,960.29
11 Swimming Pool (Residential)	2	0	0	2	1	0	0	0	\$150.00	\$30,340.00
11 Z - Misc Project Not Listed (Residential)	2	0	1	2	0	0	0	0	\$200.00	\$7,550.00
30 Commercial - New - 5 or More Family Building	3	0	8	3	3	3	3	0	\$19,968.06	\$4,500,000.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	8	0	8	8	7	2	3	0	\$6,794.66	\$4,844,722.00
31 Commercial - New - Structures Other Than Buildings (parks, outdoor stadiums, marinas, outdoor swimming pools, outdoor theaters, boardwalks, wharves, docks).	1	0	1	1	1	1	0	0	\$392.38	\$180,000.00
34 Cell Tower - Alteration to Existing (Commercial)	4	0	0	4	1	0	0	0	\$350.00	\$65,000.00
34 Demolition - Interior (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$17,000.00
34 Fire Protection Sprinkler (Commercial)	1	0	0	1	0	0	0	0	\$250.00	\$59,500.00
34 Parking Lot - New & Reconstruction (Commercial)	4	1	0	4	0	0	0	1	\$833.00	\$718,241.62
34 Raze- Building or Structure (Commercial)	2	0	0	2	0	0	1	1	\$220.00	\$52,088.00
34 Site (Erosion control, Fill, Excavation)(Commercial)	1	0	0	0	0	0	0	1	\$100.00	\$1.00
34 Temporary Office/Trailer/Event (Commercial)	2	0	0	2	1	0	0	0	\$210.00	\$2,000.00
34 Z - Misc Project Not Listed (Commercial)	4	0	0	4	2	0	0	0	\$420.00	\$122,100.00
40 Electrical Service - Repair (Commercial)	2	0	0	0	2	0	0	0	\$210.00	\$6,400.00
40 Electrical Service - Change (Residential)	5	0	0	1	5	0	0	0	\$250.00	\$11,700.00
40 Electrical Service - Repair (Residential)	8	0	0	0	8	0	0	0	\$400.00	\$15,201.00
40 Electrical Service - Temporary (Commercial)	2	0	0	0	2	0	0	0	\$140.00	\$2,500.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	2	0	0	0	2	0	0	0	\$70.00	\$131,693.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	15	0	0	0	15	4	2	0	\$1,050.00	\$83,031.03
40 Solar Panels - Electric	2	0	0	2	2	0	0	0	\$200.00	\$72,100.00
50 AC Unit Only (Residential)	36	0	0	0	0	36	0	0	\$1,800.00	\$214,704.00
50 Heating and Air Conditioning Units (Residential)	18	0	0	0	0	18	0	0	\$900.00	\$173,882.00
50 Heating Unit Only (Commercial)	1	0	0	0	0	1	0	0	\$70.00	\$5,046.00
50 Heating Unit Only (Residential)	8	0	0	0	0	8	0	0	\$400.00	\$44,167.00
50 Repair/Alter Existing HVAC System (Commercial)	1	0	0	0	0	1	0	0	\$70.00	\$10,000.00
50 Repair/Alter Existing HVAC System (Residential)	2	0	0	0	0	2	0	0	\$100.00	\$16,599.00
60 Lawn Sprinklers (Residential)	1	0	0	0	0	0	1	0	\$100.00	\$5,000.00
60 Misc Plumbing (treament systems, grease traps, backflow valve)(Commercial)	1	0	0	0	0	0	1	0	\$0.00	\$500.00

60 Repair/Alter Existing Plumbing System (Commercial)	1	0	0	0	0	0	1	0	\$70.00	\$4,000.00
60 Repair/Alter Existing Plumbing System (Residential)	14	0	0	0	0	0	14	0	\$700.00	\$147,131.00
60 Sanitary Sewers - Connection/Repair (Commercial)	1	0	0	0	0	0	1	0	\$30.00	\$12,000.00
60 Sanitary Sewers - Connection/Repair (Residential)	3	0	0	0	0	0	3	0	\$90.00	\$16,001.00
60 Storm Sewers - Connection/Repair (Residential)	6	0	0	0	0	0	6	0	\$230.00	\$22,050.00
60 Water Heater (Residential)	6	0	0	0	0	0	6	0	\$180.00	\$20,000.00
60 Water Service - Connection/Repair (Residential)	7	0	0	0	0	0	7	0	\$210.00	\$26,050.00
70 Signs - Permanent	1	1	0	1	0	0	0	0	\$105.18	\$1,000.00
Totals:	306	17	49	166	75	109	59	4	\$50,701.04	\$13,702,503.94



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year August, 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.)		\$ 54,735.11	\$ 54,735.11		
Adjustment (if applicable)		\$ -30.00	\$ -30.00		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)		\$ 26,731.83	\$ 23,323.09		\$ 3,408.74
Adjustment (if applicable)		\$ -38.00	\$ -33.00		\$ -5.00
3. Penalty Surcharges (s. 757.05, Stats.)		\$ 13,423.07			\$ 13,423.07
Adjustment (if applicable)		\$ -7.80			\$ -7.80
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)		\$ 6,649.23		\$ 6,649.23	
Adjustment (if applicable)		\$ -10.00		\$ -10.00	
5. Driver Improvement Surcharges (s. 346.655, Stats.)		\$ 13,291.61		\$ 5,177.01	\$ 8,114.60
Adjustment (if applicable)		\$.00		\$.00	\$.00
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)		\$ 8,784.55			\$ 8,784.55
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.)		\$ 750.00		\$ 750.00	
Adjustment (if applicable)		\$.00		\$.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.)		\$ 1,516.60			\$ 1,516.60
Adjustment (if applicable)		\$.00			\$.00
12. Totals		\$ 125,783.20	\$ 77,995.20	\$ 12,566.24	Pay This Amount \$ 35,221.76



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: 9-3-24

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: Lick Date: 9/9/24

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>

**RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 29,
APPROVING ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES
CITY OF GREEN BAY, WISCONSIN**

WHEREAS, the City of Green Bay (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 29 (the "District") is proposed to be created by the City as a district in need of rehabilitation or conservation work in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Brown County, the Green Bay Area Public School District, and the Northeast Wisconsin Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the owners of all property in the proposed District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Redevelopment Authority, on September 3, 2024, held a public hearing

concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Redevelopment Authority designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Green Bay that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 29, City of Green Bay", are hereby established as specified in Exhibit A of this Resolution.
2. The District is created effective as of January 1, 2024.
3. The Common Council finds and declares that:
 - (a) Not less than 50% by area of the real property within the District is in need of rehabilitation or conservation work within the meaning of Wisconsin Statutes Section 66.1337(2m)(a).
 - (b) Based upon the finding stated in 3.a. above, the District is declared to be a district in need of rehabilitation or conservation work based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
 - (e) That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
 - (f) The City estimates that 100% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (g) The project costs relate directly to promoting the rehabilitation or conservation of the area consistent with the purpose for which the District is created.

4. The Project Plan for "Tax Incremental District No. 29, City of Green Bay" (see Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2024, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

EXHIBIT A

**LEGAL BOUNDARY DESCRIPTION
OR
MAP OF
TAX INCREMENTAL DISTRICT NO. 29
CITY OF GREEN BAY**

[INCLUDED WITHIN PROJECT PLAN]

EXHIBIT B

PROJECT PLAN

[DISTRIBUTED SEPARATELY]

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 418 4TH STREET, 400 BLOCK OF 4TH STREET, 821 S. CHESTNUT
AVENUE, AND 815 S. CHESTNUT AVENUE
(ZP 24-29)**

September 17, 2024

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

That, pursuant to Zoning Petition 24-29 and the recommendation of the Plan Commission on September 9, 2024, the City of Green Bay does authorize a Conditional Use Permit (CUP) to allow for two-family dwelling, semi-detached in an Office-Residential (OR) district on the following described properties located at 418 4th Street, 400 Block of 4th Street, 821 S. Chestnut Avenue, and 815 S. Chestnut Avenue:

Lot Eighty-six (86), Block H, according to the Recorded Plat of C.L.A. Tank's First Addition to Fort Howard, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Tax Parcel No. 2-176

Lot 87, Block H, except the North 49.5 feet thereof, Tank's First Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Tax Parcel No. 2-177

The South 81 Feet of Lot Eighty-Eight (88), Block "H", Plat of Mrs. C. L. A. Tank's First Addition to Fort Howard, City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Tax Parcel No. 2-178

The North 49.5 feet of Lots Eighty-seven (87) and Eighty-eight (88), Block H, Plat of C.L.A. Tank's First Addition to Fort Howard, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Tax Parcel No. 2-178-A

Said CUP shall be granted subject to the following conditions:

1. The subject site has a minimum of seven total units (1, 5-unit building and 1, 2-unit building).
2. Compliance with the Green Bay Municipal Code.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

dm:

Attachment – Map

**RESOLUTION REGARDING VACATION
OF PUBLIC RIGHT-OF-WAY
AT TILKENS AND TOMMARK STREETS (SV 24-01)**

September 17, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of an approximate 5' x 58.68' strip of unimproved right-of-way located at the intersection of Tilkens and Tommark Streets, between 703 S. Ridge Road (Parcel 2-57) and 1272 Tilkens Street (Parcel 2-1417), and south of 1277 W. Mason Street (Parcel 2-56) as depicted on the attached map; and

WHEREAS, the public interest may require that the aforesaid street be abandoned, vacated, and discontinued; and

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such abandonment, vacation, and discontinuance with the entire vacated area deeded to 1272 Tilkens Street (Parcel 2-1417) having been part of Lot 26 of C.L.A Tank Subdivision of Private Claims 2-9 with the following condition:

1. Utilities located within the vacated right-of-way shall be protected with an easement(s).

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that an approximate 5' x 58.68' strip of unimproved right-of-way located at the intersection of Tilkens and Tommark Streets, between 703 S. Ridge Road (Parcel 2-57) and 1272 Tilkens Street (Parcel 2-1417), and south of 1277 W. Mason Street (Parcel 2-56) be abandoned, vacated, and discontinued by the City of Green Bay subject to the above-referenced conditions, and that a hearing be held on the abandonment, vacation, and discontinuance of the same on September 17, 2024 at 6:00 p.m. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

BE IT FURTHER RESOLVED that a notice of such hearing be served on the owners of the frontage of the lots and lands abutting on the portion of the street sought to be abandoned, vacated, and discontinued at least 30 days before such hearing, and that notice of such hearing be published in the official newspaper of the City of Green Bay once a week for three successive weeks before the date of hearing.

BE IT FURTHER RESOLVED that the City Attorney, upon adoption of this resolution, cause a lis pendens to be prepared and filed with the Register of Deeds for Brown County, Wisconsin, pursuant to §840.11, Wis. Stats.

BE IT FURTHER RESOLVED that the City Clerk shall cause a certified copy of this Resolution to be filed with the Register of Deeds for Brown County, Wisconsin.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

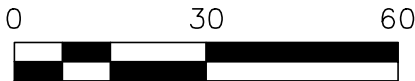
Attachments (legal description and exhibit)

Discontinuance Exhibit

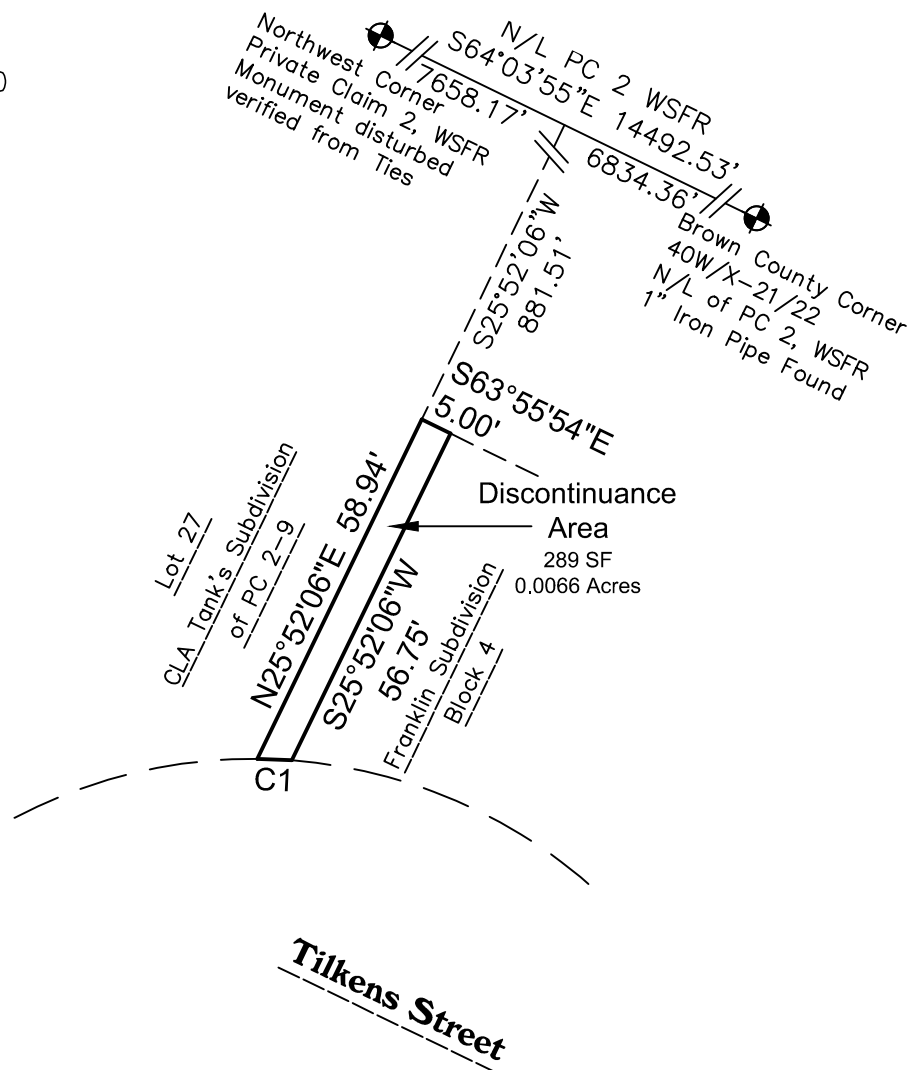
A 5 foot strip of Public Right of Way mapped adjacent to Block 4 of Franklin Subdivision, being part of Lot 26 of CLA Tank's Subdivision of Private Claims 2, 3, 4, 5, 6, 7, 8 and 9, West Side of Fox River, said lands being located in Private Claim 2, West Side of Fox River, City of Green Bay, Brown County, Wisconsin.



Scale: 1" = 30'



CURVE TABLE							
Curve	Radius	Arc Length	Delta	Chord Bearing	Chord Length	Bearing-In	Bearing-Out
C1	80.00'	5.45'	3°54'19"	N87°37'11"W	5.45'	N85°40'01"W	N89°34'20"W



2165 S. Broadway
Green Bay, WI 54304
(920)406-1477
Job # 0824-107

Sheet 1 of 2

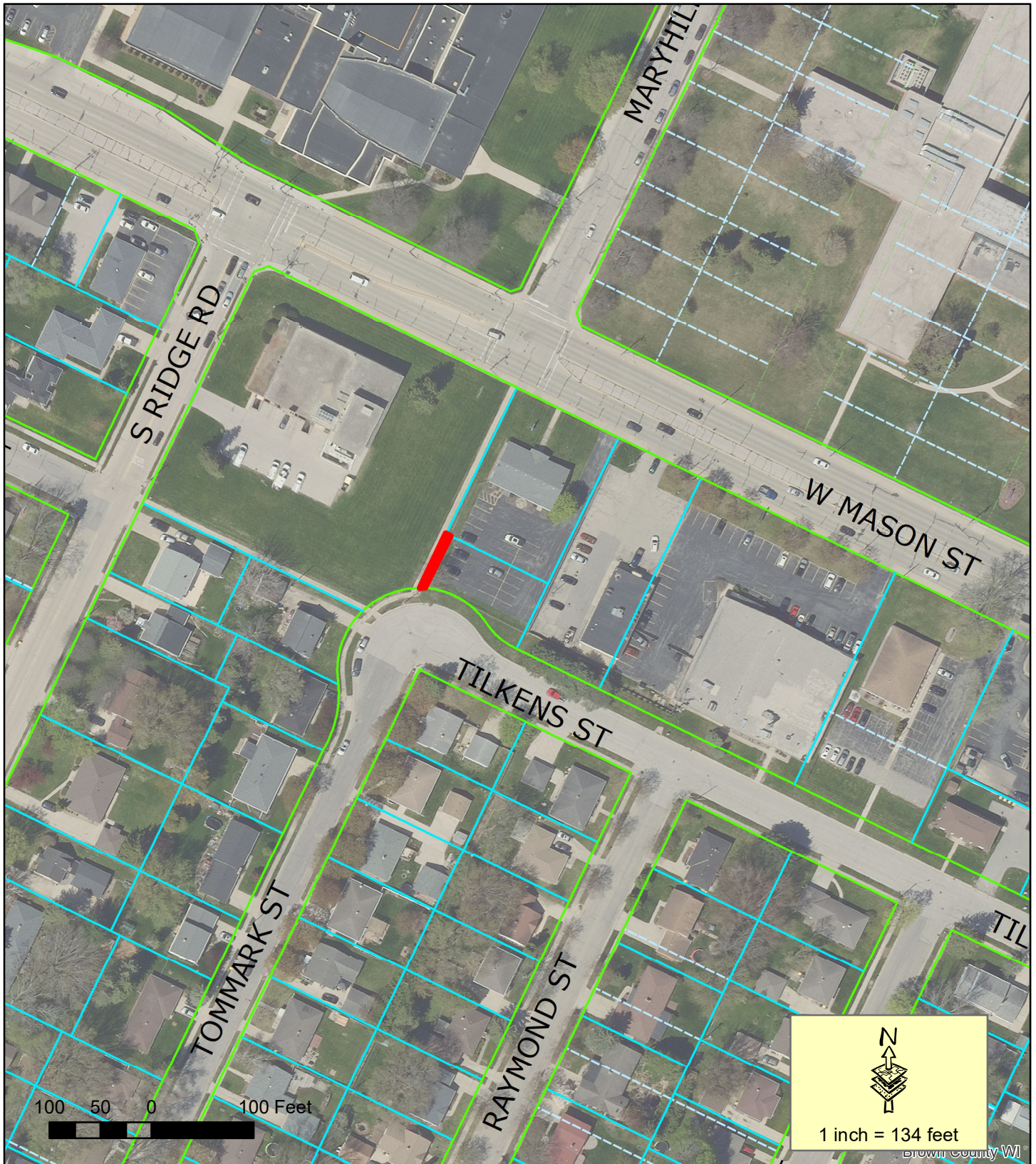
Discontinuance Description:

A 5 foot strip of Public Right of Way mapped adjacent to Block 4 of Franklin Subdivision, being part of Lot 26 CLA Tank's Subdivision of Private Claims 2, 3, 4, 5, 6, 7, 8 and 9, West Side of Fox River, said lands being located in Private Claim 2, West Side of Fox River, City of Green Bay, Brown County, Wisconsin, containing 289 Square Feet (0.0066 Acres) of land described as follows;

Commencing at the Northwest corner of Private Claim 2, West Side of the Fox River; thence, along the North line of said Private Claim 2, S64°03'55"E, 7658.17 feet; thence S25°52'06"W, 881.51 feet to the Northwest corner of Franklin Subdivision; thence, along the Northeast line of said Franklin Subdivision, S63°55'54"E, 5.00 feet, to the Northwest corner of Block 4 of said Franklin Subdivision; thence, along the Northwest line of said Block 4, S25°52'06"W, 56.75 feet to a point on the North right of way line of Tilkens Street; thence, 5.45 feet along an arc of a curve to the left having a radius of 80.00 feet and a chord which bears N87°37'11"W, 5.45 feet to a point on said North right of way line; thence, along the Southeast line of Lot 27 CLA Tank's Subdivision of Private Claim 2, 3, 4, 5, 6, 7, 8 and 9 West Side of Fox River, N25°52'06"E, 58.94 feet to the point of beginning, subject to all easements and restrictions of record.



**2165 S. Broadway
Green Bay, WI 54304
(920)406-1477
Job # 0824-107**



Proposed Street Vacation

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.

Street Vacation (SV 24-01) West of 1272 Tilkens Street



**RESOLUTION REGARDING VACATION
OF PUBLIC RIGHT-OF-WAY AT THE
SOUTHWEST CORNER OF NORTHLAND
AVENUE AND NORTH ADAMS STREET
(SV 24-02)**

September 17, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of an approximate 36.41' x 52.97' / 1,929 square foot area of right-of-way at the southwest corner of Northland Avenue and North Adams Street as depicted on the attached map; and legally described as follows:

Part of Northland Avenue and Adams Street, both Public Right of Ways, being located in part of Private Claim 2, East side of the Fox River, City of Green Bay, Brown County, Wisconsin containing 1929 Square Feet (0.0443 Acres) of land described as follows:

Commencing at the Northwest corner of Baylake City Center Condominium Second Addendum, Document No. 3060108, being the intersection of the east right of way line of Washington Street and the south right of way line of Northland Avenue; thence S63°34'50"E along the north line of said Condominium and the south right of way line of Northland Avenue, 279.12 feet to the Point Of Beginning of the parcel being described; thence S26°25'10"W, along a right of way line, 36.41 feet; thence S63°34'50"E, along a right of way line, 52.97 feet to the west right of way line of Adams Street; thence N26°25'10"E, 36.41 feet; thence N63°34'50"W, 52.97 feet to the Point of Beginning of the parcel being described. Described parcel is subject to easement and restriction of record.

WHEREAS, the public interest may require that the aforesaid street be abandoned, vacated, and discontinued; and

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such abandonment, vacation, and discontinuance.

NOW, THEREFORE, BE IT RESOLVED that it is in the public interest that an approximate 36.41' x 52.97' / 1,929 square foot area of right-of-way at the southwest corner of Northland Avenue and North Adams Street be abandoned, vacated, and discontinued by the City of Green Bay subject to the above-referenced conditions, and that a hearing be held on the abandonment, vacation, and discontinuance of the same on August 27, 2024 at 6:00 p.m. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

BE IT FURTHER RESOLVED that a notice of such hearing be served on the owners of the frontage of the lots and lands abutting on the portion of the street sought to be abandoned, vacated, and discontinued at least 30 days before such hearing, and that notice of such hearing be published in the official newspaper of the City of Green Bay once a week for three successive weeks before the date of hearing.

BE IT FURTHER RESOLVED that the City Attorney, upon adoption of this resolution, cause a lis pendens to be prepared and filed with the Register of Deeds for Brown County, Wisconsin, pursuant to §840.11, Wis. Stats.

BE IT FURTHER RESOLVED that the City Clerk shall cause a certified copy of this Resolution to be filed with the Register of Deeds for Brown County, Wisconsin.

Adopted _____

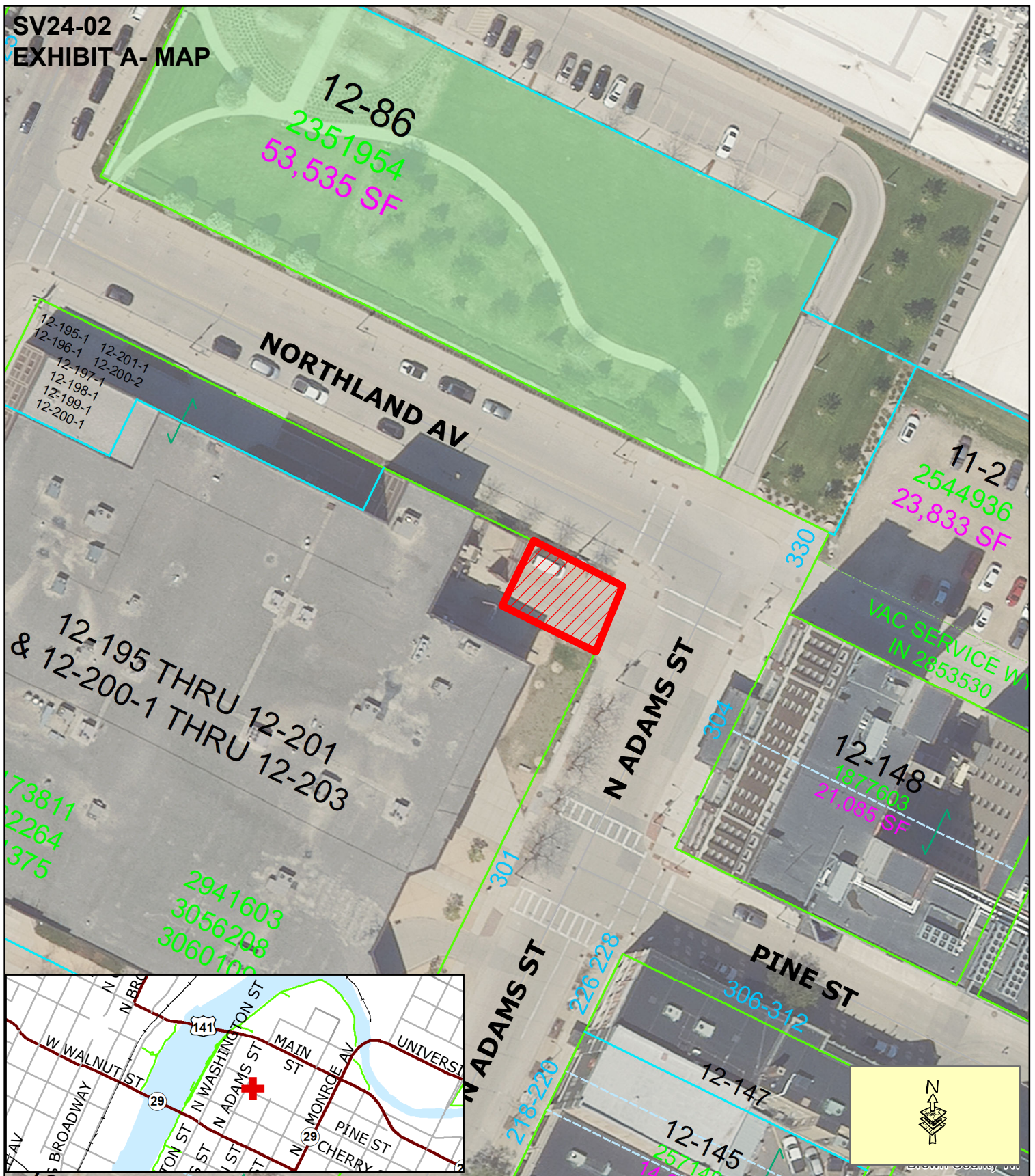
Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

Attachments – Map
 Legal Description

SV24-02
EXHIBIT A- MAP



☐ Proposed Street Vacation

Zoning Petition (SV 24-02)

Proposed Street Vacation

Southwest Corner of North Adams St & Northland Ave

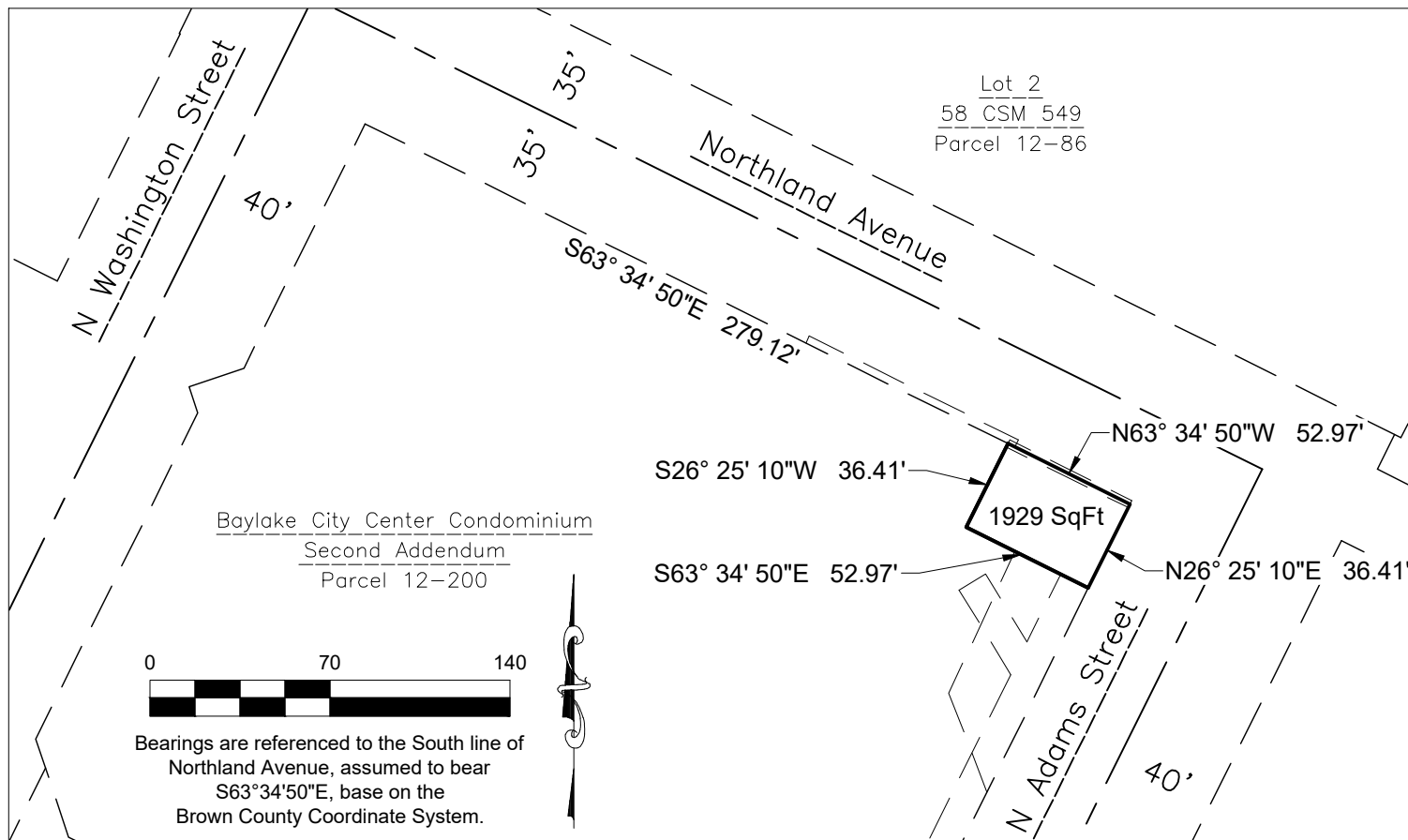
This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
Map prepared by DB



Parcel Description

Part of Northland Avenue and Adams Street, both Public Right of Ways, being located in part of Private Claim 2, East side of the Fox River, City of Green Bay, Brown County, Wisconsin containing 1929 Square Feet (0.0443 Acres) of land described as follows:

Commencing at the Northwest corner of Baylake City Center Condominium Second Addendum, Document No. 3060108, being the intersection of the east right of way line of Washington Street and the south right of way line of Northland Avenue; thence $S63^{\circ}34'50''E$ along the north line of said Condominium and the south right of way line of Northland Avenue, 279.12 feet to the Point Of Beginning of the parcel being described; thence $S26^{\circ}25'10''W$, along a right of way line, 36.41 feet; thence $S63^{\circ}34'50''E$, along a right of way line, 52.97 feet to the west right of way line of Adams Street; thence $N26^{\circ}25'10''E$, 36.41 feet; thence $N63^{\circ}34'50''W$, 52.97 feet to the Point of Beginning of the parcel being described. Described parcel is subject to easement and restriction of record.



**DAVEL ENGINEERING &
ENVIRONMENTAL, INC.**

Civil Engineers and Land Surveyors

1164 Province Terrace, Menasha, WI 54952

Ph: 920-991-1866 Fax: 920-441-0804

www.davel.pro

File: 8405exhibit.dwg

Date: 07/18/2024

Drafted By: scott

Sheet: Parcel Desc.

STATE OF WISCONSIN
BOARD OF COMMISSIONERS OF PUBLIC LANDS
101 EAST WILSON STREET, 2ND FLOOR
POST OFFICE BOX 8943
MADISON, WISCONSIN 53708-8943
APPLICATION FOR STATE TRUST FUND LOAN

CITY - 20 YEAR MAXIMUM

Chapter 24 Wisconsin Statutes

CITY OF GREEN BAY

Date sent: August 13, 2024

Received and filed in Madison, Wisconsin:

ID # 05606015

RAS

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

TO: BOARD OF COMMISSIONERS OF PUBLIC LANDS

We, the undersigned **Mayor** and clerk of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, in accordance with the provisions of Chapter 24 of the Wisconsin Statutes, do hereby make application for a loan of **Two Million And 00/100 Dollars (\$2,000,000.00)** from the Trust Funds of the State of Wisconsin for the purpose of **financing Southwest Woods Development infrastructure**.

The loan is to be continued for a term of **20** years from the 15th day of March preceding the date the loan is made. The loan is to be repaid in annual installments, as provided by law, with interest at the rate of **6.00** percent per annum.

We agree to the execution and signing of such certificates of indebtedness as the Board may prepare and submit, all in accordance with Chapter 24, Wisconsin Statutes.

The application is based upon compliance on the part of the City with the provisions and regulations of the statutes above referred to, as set forth by the following statements which we do hereby certify to be correct and true.

The meeting of the common council of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, which approved and authorized this application for a loan was a regularly called meeting held on the _____ day of _____, 20____.

At the aforesaid meeting a resolution was passed by a majority vote of the members of the common council approving and authorizing an application to the Board of Commissioners of Public Lands, State of Wisconsin, for a loan of **Two Million And 00/100 Dollars (\$2,000,000.00)** from the Trust Funds of the State of Wisconsin to the City of **Green Bay** in the County(ies) of **Brown**, Wisconsin, for the purpose of **financing Southwest Woods Development infrastructure**. That at the same time and place, the common council of the City of **Green Bay** by a majority vote of the members, adopted a resolution levying upon all the taxable property in the city, a direct annual tax sufficient in amount to pay the annual installments of principal and interest, as they fall due, all in accordance with Article XI, Sec. 3 of the Constitution and Sec. 24.66(5), Wisconsin Statutes.

A copy of the aforesaid resolutions, certified to by the city clerk, as adopted at the meeting, and as recorded in the minutes of the meeting, accompanies this application.

A statement of the equalized valuation of all the taxable property within the City of **Green Bay**, certified to by the **Mayor** and clerk, accompanies this application.

Given under our hands in the City of **Green Bay** in the County(ies) of **Brown**, Wisconsin, this _____ day of _____, 20____.

Mayor, City of Green Bay

Clerk, City of **Green Bay**

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

FORM OF RECORD

The following preamble and resolutions were presented by Alderman _____ and were read to the meeting.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of **Two Million And 00/100 Dollars (\$2,000,000.00)** for the purpose of **financing Southwest Woods Development infrastructure** and for no other purpose.

The loan is to be payable within **20** years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of **6.00** percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the City of **Green Bay** by such loan from the state be applied or paid out for any purpose except **financing Southwest Woods Development infrastructure** without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the **Mayor** and clerk of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, are authorized and empowered, in the name of the city to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the city pursuant to this resolution. The **Mayor** and clerk of the city will perform all necessary actions to fully carry out the provisions of Chapter 24, Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this city forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

Alderman _____ moved adoption of the foregoing preamble and resolutions.

The question being upon the adoption of the foregoing preamble and resolutions, a vote was taken by ayes and noes, which resulted as follows:

1.	Alderman	_____	voted	_____
2.	Alderman	_____	voted	_____
3.	Alderman	_____	voted	_____
4.	Alderman	_____	voted	_____
5.	Alderman	_____	voted	_____
6.	Alderman	_____	voted	_____
7.	Alderman	_____	voted	_____
8.	Alderman	_____	voted	_____
9.	Alderman	_____	voted	_____
10.	Alderman	_____	voted	_____
11.	Alderman	_____	voted	_____
12.	Alderman	_____	voted	_____

A majority of the members of the common council of the City of **Green Bay**, in the County(ies) of **Brown**, State of Wisconsin, having voted in favor of the preamble and resolutions, they were declared adopted.

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN

County(ies) of **Brown**

I, _____, Clerk of the City of **Green Bay**, in the County(ies) of **Brown**, State of Wisconsin, do hereby certify that the foregoing is a true copy of the record of the proceedings of the common council of the City of **Green Bay** at a meeting held on the ____ day of _____, _____, relating to a loan from the State Trust Funds; that I have compared the same with the original record thereof in my custody as clerk and that the same is a true copy thereof, and the whole of such original record.

I further certify that the common council of the City of **Green Bay**, County(ies) of **Brown**, is constituted by law to have _____ members, and that the original of said preamble and resolutions was adopted at the meeting of the common council by a vote of _____ ayes to _____ noes and that the vote was taken in the manner provided by law and that the proceedings are fully recorded in the records of the city.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of **Green Bay** this ____ day of _____, 20____.

 Clerk (Signature)

 Clerk (Print or Type Name)
City of **Green Bay**County(ies) of **Brown**

State of Wisconsin

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN
COUNTY(IES) OF **BROWN**

TO: THE BOARD OF COMMISSIONERS OF PUBLIC LANDS

I, _____, Clerk of the City of **Green Bay**, County(ies) of **Brown**, State of Wisconsin, do hereby certify that it appears by the books, files and records in my office that the valuation of all taxable property in the City of **Green Bay** is as follows:

EQUALIZED VALUATION FOR THE YEAR 20____ * \$_____

* Latest year available

I further certify that the whole existing indebtedness of the City of **Green Bay**, County(ies) of **Brown**, State of Wisconsin, is as follows (list each item of indebtedness):

NAME OF CREDITOR	PRINCIPAL BALANCE (EXCLUDING INTEREST)
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL INDEBTEDNESS:	\$ _____

Clerk (Signature)

Clerk (Print or Type Name)

City of **Green Bay**

County(ies) of **Brown**,

State of Wisconsin

_____, 20____
Date

THE TOTAL INDEBTEDNESS, INCLUDING THE TRUST FUND LOAN APPLIED FOR, MAY NOT EXCEED 5% OF THE VALUATION OF THE TAXABLE PROPERTY AS EQUALIZED FOR STATE PURPOSES. (Sec. 24.63(1), Wis. Stats., 1989-90)

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN
BOARD OF COMMISSIONERS OF PUBLIC LANDS
101 EAST WILSON STREET, 2ND FLOOR
POST OFFICE BOX 8943
MADISON, WISCONSIN 53708-8943
APPLICATION FOR STATE TRUST FUND LOAN
CITY - 20 YEAR MAXIMUM

Chapter 24 Wisconsin Statutes

CITY OF GREEN BAY

Date sent: August 13, 2024

Received and filed in Madison, Wisconsin:

ID # 05606014

RAS

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

TO: BOARD OF COMMISSIONERS OF PUBLIC LANDS

We, the undersigned **Mayor** and clerk of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, in accordance with the provisions of Chapter 24 of the Wisconsin Statutes, do hereby make application for a loan of **Five Million Five Hundred Thousand And 00/100 Dollars (\$5,500,000.00)** from the Trust Funds of the State of Wisconsin for the purpose of **financing JBS-diverse neighborhood infrastructure, park and boulevard**.

The loan is to be continued for a term of **20** years from the 15th day of March preceding the date the loan is made. The loan is to be repaid in annual installments, as provided by law, with interest at the rate of **6.00** percent per annum.

We agree to the execution and signing of such certificates of indebtedness as the Board may prepare and submit, all in accordance with Chapter 24, Wisconsin Statutes.

The application is based upon compliance on the part of the City with the provisions and regulations of the statutes above referred to, as set forth by the following statements which we do hereby certify to be correct and true.

The meeting of the common council of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, which approved and authorized this application for a loan was a regularly called meeting held on the _____ day of _____, 20_____.

At the aforesaid meeting a resolution was passed by a majority vote of the members of the common council approving and authorizing an application to the Board of Commissioners of Public Lands, State of Wisconsin, for a loan of **Five Million Five Hundred Thousand And 00/100 Dollars (\$5,500,000.00)** from the Trust Funds of the State of Wisconsin to the City of **Green Bay** in the County(ies) of **Brown**, Wisconsin, for the purpose of **financing JBS-diverse neighborhood infrastructure, park and boulevard**. That at the same time and place, the common council of the City of **Green Bay** by a majority vote of the members, adopted a resolution levying upon all the taxable property in the city, a direct annual tax sufficient in amount to pay the annual installments of principal and interest, as they fall due, all in accordance with Article XI, Sec. 3 of the Constitution and Sec. 24.66(5), Wisconsin Statutes.

A copy of the aforesaid resolutions, certified to by the city clerk, as adopted at the meeting, and as recorded in the minutes of the meeting, accompanies this application.

A statement of the equalized valuation of all the taxable property within the City of **Green Bay**, certified to by the **Mayor** and clerk, accompanies this application.

Given under our hands in the City of **Green Bay** in the County(ies) of **Brown**, Wisconsin, this _____ day of _____, 20_____.

Mayor, City of **Green Bay**

Clerk, City of **Green Bay**

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

FORM OF RECORD

The following preamble and resolutions were presented by Alderman _____ and were read to the meeting.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of **Five Million Five Hundred Thousand And 00/100 Dollars (\$5,500,000.00)** for the purpose of **financing JBS-diverse neighborhood infrastructure, park and boulevard** and for no other purpose.

The loan is to be payable within **20** years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of **6.00** percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the City of **Green Bay** by such loan from the state be applied or paid out for any purpose except **financing JBS-diverse neighborhood infrastructure, park and boulevard** without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the **Mayor** and clerk of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, are authorized and empowered, in the name of the city to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the city pursuant to this resolution. The **Mayor** and clerk of the city will perform all necessary actions to fully carry out the provisions of Chapter 24, Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this city forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

Alderman _____ moved adoption of the foregoing preamble and resolutions.

The question being upon the adoption of the foregoing preamble and resolutions, a vote was taken by ayes and noes, which resulted as follows:

1.	Alderman _____	voted _____
2.	Alderman _____	voted _____
3.	Alderman _____	voted _____
4.	Alderman _____	voted _____
5.	Alderman _____	voted _____
6.	Alderman _____	voted _____
7.	Alderman _____	voted _____
8.	Alderman _____	voted _____
9.	Alderman _____	voted _____
10.	Alderman _____	voted _____
11.	Alderman _____	voted _____
12.	Alderman _____	voted _____

A majority of the members of the common council of the City of **Green Bay**, in the County(ies) of **Brown**, State of Wisconsin, having voted in favor of the preamble and resolutions, they were declared adopted.

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN

County(ies) of **Brown**

I, _____, Clerk of the City of **Green Bay**, in the County(ies) of **Brown**, State of Wisconsin, do hereby certify that the foregoing is a true copy of the record of the proceedings of the common council of the City of **Green Bay** at a meeting held on the ____ day of _____, _____, relating to a loan from the State Trust Funds; that I have compared the same with the original record thereof in my custody as clerk and that the same is a true copy thereof, and the whole of such original record.

I further certify that the common council of the City of **Green Bay**, County(ies) of **Brown**, is constituted by law to have _____ members, and that the original of said preamble and resolutions was adopted at the meeting of the common council by a vote of _____ ayes to _____ noes and that the vote was taken in the manner provided by law and that the proceedings are fully recorded in the records of the city.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of **Green Bay** this ____ day of _____, 20____.

Clerk (Signature)

Clerk (Print or Type Name)

City of **Green Bay**

County(ies) of **Brown**

State of Wisconsin

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN
COUNTY(IES) OF **BROWN**

TO: THE BOARD OF COMMISSIONERS OF PUBLIC LANDS

I, _____, Clerk of the City of **Green Bay**, County(ies) of **Brown**, State of Wisconsin, do hereby certify that it appears by the books, files and records in my office that the valuation of all taxable property in the City of **Green Bay** is as follows:

EQUALIZED VALUATION FOR THE YEAR 20_____ * \$ _____
* Latest year available

I further certify that the whole existing indebtedness of the City of **Green Bay**, County(ies) of **Brown**, State of Wisconsin, is as follows (list each item of indebtedness):

NAME OF CREDITOR	PRINCIPAL BALANCE (EXCLUDING INTEREST)
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_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL INDEBTEDNESS:	\$ _____

Clerk (Signature)

Clerk (Print or Type Name)

City of **Green Bay**

County(ies) of **Brown**,

State of Wisconsin

_____, 20_____
Date

THE TOTAL INDEBTEDNESS, INCLUDING THE TRUST FUND LOAN APPLIED FOR, MAY NOT EXCEED 5% OF THE VALUATION OF THE TAXABLE PROPERTY AS EQUALIZED FOR STATE PURPOSES. (Sec. 24.63(1), Wis. Stats., 1989-90)

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

**STATE OF WISCONSIN
BOARD OF COMMISSIONERS OF PUBLIC LANDS
101 EAST WILSON STREET, 2ND FLOOR
POST OFFICE BOX 8943
MADISON, WISCONSIN 53708-8943**

APPLICATION FOR STATE TRUST FUND LOAN

CITY - 20 YEAR MAXIMUM

Chapter 24 Wisconsin Statutes

CITY OF GREEN BAY

Date sent: August 13, 2024

Received and filed in Madison, Wisconsin:

ID # 05606016

RAS

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

TO: BOARD OF COMMISSIONERS OF PUBLIC LANDS

We, the undersigned **Mayor** and clerk of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, in accordance with the provisions of Chapter 24 of the Wisconsin Statutes, do hereby make application for a loan of **One Million And 00/100 Dollars (\$1,000,000.00)** from the Trust Funds of the State of Wisconsin for the purpose of **financing pass-through loan to Developer of Public Market**.

The loan is to be continued for a term of **20** years from the 15th day of March preceding the date the loan is made. The loan is to be repaid in annual installments, as provided by law, with interest at the rate of **6.00** percent per annum.

We agree to the execution and signing of such certificates of indebtedness as the Board may prepare and submit, all in accordance with Chapter 24, Wisconsin Statutes.

The application is based upon compliance on the part of the City with the provisions and regulations of the statutes above referred to, as set forth by the following statements which we do hereby certify to be correct and true.

The meeting of the common council of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, which approved and authorized this application for a loan was a regularly called meeting held on the _____ day of _____, 20_____.

At the aforesaid meeting a resolution was passed by a majority vote of the members of the common council approving and authorizing an application to the Board of Commissioners of Public Lands, State of Wisconsin, for a loan of **One Million And 00/100 Dollars (\$1,000,000.00)** from the Trust Funds of the State of Wisconsin to the City of **Green Bay** in the County(ies) of **Brown**, Wisconsin, for the purpose of **financing pass-through loan to Developer of Public Market**. That at the same time and place, the common council of the City of **Green Bay** by a majority vote of the members, adopted a resolution levying upon all the taxable property in the city, a direct annual tax sufficient in amount to pay the annual installments of principal and interest, as they fall due, all in accordance with Article XI, Sec. 3 of the Constitution and Sec. 24.66(5), Wisconsin Statutes.

A copy of the aforesaid resolutions, certified to by the city clerk, as adopted at the meeting, and as recorded in the minutes of the meeting, accompanies this application.

A statement of the equalized valuation of all the taxable property within the City of **Green Bay**, certified to by the **Mayor** and clerk, accompanies this application.

Given under our hands in the City of **Green Bay** in the County(ies) of **Brown**, Wisconsin, this _____ day of _____, 20_____.

Mayor, City of **Green Bay**

Clerk, City of **Green Bay**

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

FORM OF RECORD

The following preamble and resolutions were presented by Alderman _____ and were read to the meeting.

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By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of **One Million And 00/100 Dollars (\$1,000,000.00)** for the purpose of **financing pass-through loan to Developer of Public Market** and for no other purpose.

The loan is to be payable within **20** years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of **6.00** percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the City of **Green Bay** by such loan from the state be applied or paid out for any purpose except **financing pass-through loan to Developer of Public Market** without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the **Mayor** and clerk of the City of **Green Bay**, in the County(ies) of **Brown**, Wisconsin, are authorized and empowered, in the name of the city to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the city pursuant to this resolution. The **Mayor** and clerk of the city will perform all necessary actions to fully carry out the provisions of Chapter 24, Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this city forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

Alderman _____ moved adoption of the foregoing preamble and resolutions.

The question being upon the adoption of the foregoing preamble and resolutions, a vote was taken by ayes and noes, which resulted as follows:

1.	Alderman _____	voted	_____
2.	Alderman _____	voted	_____
3.	Alderman _____	voted	_____
4.	Alderman _____	voted	_____
5.	Alderman _____	voted	_____
6.	Alderman _____	voted	_____
7.	Alderman _____	voted	_____
8.	Alderman _____	voted	_____
9.	Alderman _____	voted	_____
10.	Alderman _____	voted	_____
11.	Alderman _____	voted	_____
12.	Alderman _____	voted	_____

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RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN

County(ies) of **Brown**

I, _____, Clerk of the City of **Green Bay**, in the County(ies) of **Brown**, State of Wisconsin, do hereby certify that the foregoing is a true copy of the record of the proceedings of the common council of the City of **Green Bay** at a meeting held on the ____ day of _____, _____, relating to a loan from the State Trust Funds; that I have compared the same with the original record thereof in my custody as clerk and that the same is a true copy thereof, and the whole of such original record.

I further certify that the common council of the City of **Green Bay**, County(ies) of **Brown**, is constituted by law to have _____ members, and that the original of said preamble and resolutions was adopted at the meeting of the common council by a vote of _____ ayes to _____ noes and that the vote was taken in the manner provided by law and that the proceedings are fully recorded in the records of the city.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of **Green Bay** this _____ day of _____, 20____.

Clerk (Signature)

Clerk (Print or Type Name)

City of **Green Bay**

County(ies) of **Brown**

State of Wisconsin

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN
COUNTY(IES) OF **BROWN**

TO: THE BOARD OF COMMISSIONERS OF PUBLIC LANDS

I, _____, Clerk of the City of **Green Bay**, County(ies) of **Brown**, State of Wisconsin, do hereby certify that it appears by the books, files and records in my office that the valuation of all taxable property in the City of **Green Bay** is as follows:

EQUALIZED VALUATION FOR THE YEAR 20_____ * \$ _____
* Latest year available

I further certify that the whole existing indebtedness of the City of **Green Bay**, County(ies) of **Brown**, State of Wisconsin, is as follows (list each item of indebtedness):

NAME OF CREDITOR	PRINCIPAL BALANCE (EXCLUDING INTEREST)
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL INDEBTEDNESS:	\$ _____

Clerk (Signature)

Clerk (Print or Type Name)

City of **Green Bay**

County(ies) of **Brown**,

State of Wisconsin

_____, 20_____
Date

THE TOTAL INDEBTEDNESS, INCLUDING THE TRUST FUND LOAN APPLIED FOR, MAY NOT EXCEED 5% OF THE VALUATION OF THE TAXABLE PROPERTY AS EQUALIZED FOR STATE PURPOSES. (Sec. 24.63(1), Wis. Stats., 1989-90)

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

ZONING ORDINANCE NO. 18-24

**AN ORDINANCE REZONING PROPERTIES LOCATED AT
3315 AND 3319 FINGER ROAD FROM
GENERAL COMMERCIAL (C1) TO
NEIGHBORHOOD COMMERCIAL (NC)
(ZP 24-28)**

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described properties from General Commercial (C1) to Neighborhood Commercial District (NC):

PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 2, T23N-R21E, EAST OF THE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SECTION 2, T23N-R21E, THENCE S88°45'44"E, 50.00 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 2, ALSO BEING THE CENTERLINE OF FINGER ROAD; THENCE N00°34'56"E, 40.00 FEET TO THE NORTH RIGHT OF WAY LINE OF FINGER ROAD AND THE EAST RIGHT OF WAY LINE OF SOUTH HURON ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N00°34'56"E, 268.50 FEET ALONG THE EAST LINE OF SAID RIGHT OF WAY OF SOUTH HURON ROAD; THENCE S70°01'00"E, 311.15 FEET; THENCE S00°34'56"W, 168.50 FEET TO THE NORTH RIGHT OF WAY LINE OF FINGER ROAD; THENCE N88°45'44"W, 293.50 FEET ALONG THE NORTH LINE OF SAID RIGHT OF WAY OF FINGER ROAD TO THE POINT OF BEGINNING.

PARCELS CONTAIN 64,125 SQ FT / 1.47 ACRES, MORE OR LESS.

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

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

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

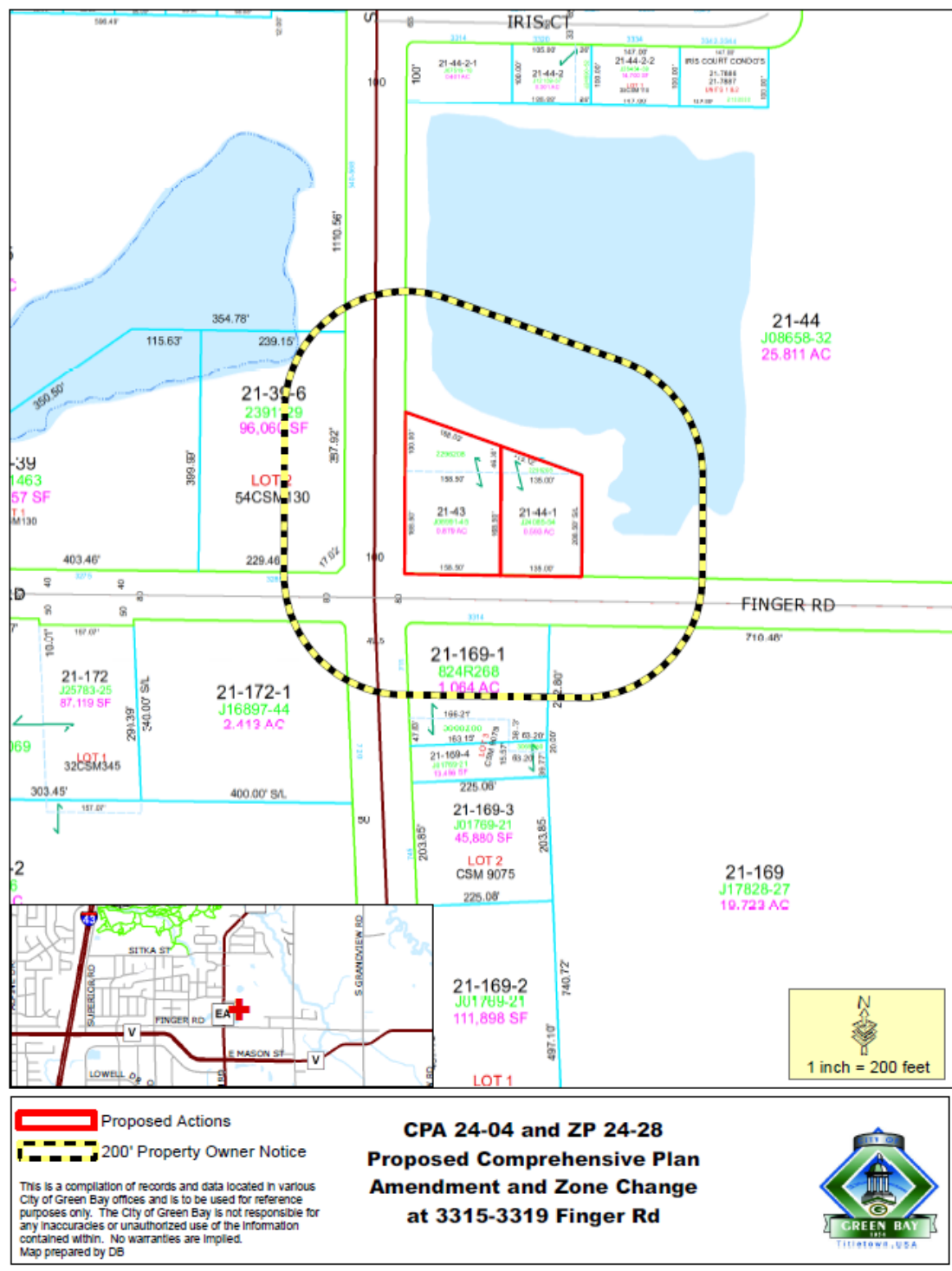
Celestine Jeffreys, Clerk

db:

Attachment – Location Map

ZONING ORDINANCE NO. 18-24
PAGE 2

Exhibit - Location Map



MISCELLANEOUS ORDINANCE NO. 05-24

**AN ORDINANCE ADOPTING AN AMENDMENT TO THE SMART GROWTH
2022 COMPREHENSIVE PLAN OF THE CITY OF GREEN BAY RELATED
TO PROPERTY LOCATED AT THE 3315 AND 3319 FINGER ROAD FROM
PARKS TO MEDIUM INTENSITY RETAIL, OFFICE AND HOUSING
(CPA 24-04)**

WHEREAS, pursuant to Wis. Stats. §§ 62.23(2) and (3), the City of Green Bay is authorized to prepare, adopt, and amend a comprehensive plan, as defined in Wis. Stats. § 66.1001(4)(a); and

WHEREAS the Common Council has adopted the Smart Growth 2022 Comprehensive Plan for the purpose of guiding future land-use decision making, but recognizes that from time-to-time amendments may be necessary to reflect changes in the land use and planning needs of the community; and

WHEREAS the Common Council of the City of Green Bay has adopted written procedures (known as the Public Participation Plan for Periodic Comprehensive Plan Amendments) designed to foster public participation in every stage of the preparation of periodic comprehensive plan amendments required by Wis. Stats. § 66.1001(4)(a); and

WHEREAS the City of Green Bay has held at least one public hearing on this ordinance in compliance with the requirements of Wis. Stats. § 66.1001(4)(d), and it is the Common Council's belief that this comprehensive plan amendment is necessary and consistent with the overall goals, policies, and other related elements of the plan;

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

SECTION 1. Comprehensive Plan Amendment CPA 24-04 changing the future land use at 3315 and 3319 Finger Road from "parks" to "medium intensity retail, office and housing" is hereby adopted pursuant to Wis. Stats. § 66.1001(4)(c) on the following described properties. A map depicting the area of the comprehensive plan amendment is attached to this ordinance.

PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 2,
T23N-R21E, EAST OF THE FOX RIVER, CITY OF GREEN BAY, BROWN
COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SECTION 2, T23N-
R21E, THENCE S88°45'44"E, 50.00 FEET ALONG THE SOUTH LINE OF
THE SOUTHEAST 1/4 OF SAID SECTION 2, ALSO BEING THE
CENTERLINE OF FINGER ROAD; THENCE N00°34'56"E, 40.00 FEET TO
THE NORTH RIGHT OF WAY LINE OF FINGER ROAD AND THE EAST

RIGHT OF WAY LINE OF SOUTH HURON ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N00°34'56"E, 268.50 FEET ALONG THE EAST LINE OF SAID RIGHT OF WAY OF SOUTH HURON ROAD; THENCE S70°01'00"E, 311.15 FEET; THENCE S00°34'56"W, 168.50 FEET TO THE NORTH RIGHT OF WAY LINE OF FINGER ROAD; THENCE N88°45'44"W, 293.50 FEET ALONG THE NORTH LINE OF SAID RIGHT OF WAY OF FINGER ROAD TO THE POINT OF BEGINNING.

PARCELS CONTAIN 64,125 SQ FT / 1.47 ACRES, MORE OR LESS.

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

SECTION 3. This ordinance shall take effect upon its passage and publication.

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

APPROVED:

Eric Genrich, Mayor

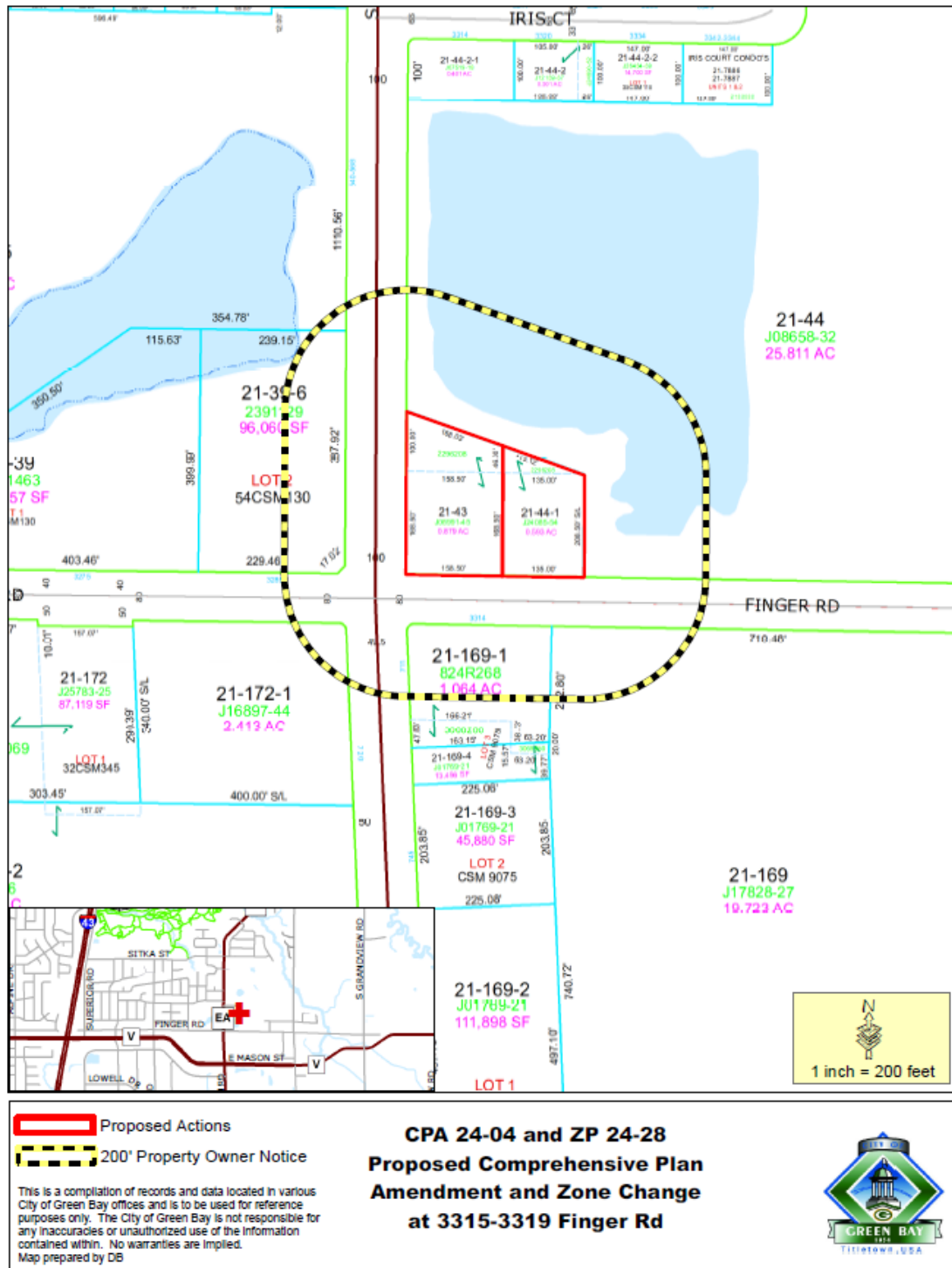
ATTEST:

Celestine Jeffreys, Clerk

db:

Attachments – Location Map

Exhibit - Location Map



MISCELLANEOUS ORDINANCE NO. 04-24

**AN ORDINANCE ADOPTING AN AMENDMENT TO THE SMART GROWTH
2022 COMPREHENSIVE PLAN OF THE CITY OF GREEN BAY RELATED
TO PROPERTY LOCATED AT THE 1100 BLOCK OF HOBART DRIVE
(PARCEL 6H-1110-19) AND 1116 HOBART DRIVE (PARCEL 6H-1110-1)
FROM COMMERCIAL AND LIGHT INDUSTRIAL TO MEDIUM/HIGH DENSITY
RESIDENTIAL
(CPA 24-03)**

WHEREAS, pursuant to Wis. Stats. §§ 62.23(2) and (3), the City of Green Bay is authorized to prepare, adopt, and amend a comprehensive plan, as defined in Wis. Stats. § 66.1001(4)(a); and

WHEREAS the Common Council has adopted the Smart Growth 2022 Comprehensive Plan for the purpose of guiding future land-use decision making, but recognizes that from time-to-time amendments may be necessary to reflect changes in the land use and planning needs of the community; and

WHEREAS the Common Council of the City of Green Bay has adopted written procedures (known as the Public Participation Plan for Periodic Comprehensive Plan Amendments) designed to foster public participation in every stage of the preparation of periodic comprehensive plan amendments required by Wis. Stats. § 66.1001(4)(a); and

WHEREAS the City of Green Bay has held at least one public hearing on this ordinance in compliance with the requirements of Wis. Stats. § 66.1001(4)(d), and it is the Common Council's belief that this comprehensive plan amendment is necessary and consistent with the overall goals, policies, and other related elements of the plan;

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

SECTION 1. Comprehensive Plan Amendment CPA 23-04 is hereby adopted pursuant to Wis. Stats. § 66.1001(4)(c) on the following described properties. A copy of the comprehensive plan amendment is attached to this ordinance.

Parcel I: The most Westerly Two Hundred Forty-seven (247) feet of the South Seventy-five (75) feet of the North Four Hundred Five (405) feet of that part of Government Lot Fifteen (15), in Section 29, T24-R20E, lying South of the Center line of Highway 54 as now laid out, in the City of Green Bay, WSFR, Brown County, Wisconsin, except that part described in Volume 1123 Records Page 286.

And

Parcel II: The Southerly One Hundred Thirty (130) feet of the Northerly Three Hundred Thirty (330) feet of the Westerly Two Hundred Forty-seven (247) feet of Lot Fifteen (15), in Section Twenty-nine (29), T24-20 E, lying South of the Center line of Highway 54 as now laid out, in the City of Green Bay, WSFR, Brown County, Wisconsin, except that part described in Volume 1123 Records Page 286.

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

SECTION 3. This ordinance shall take effect upon its passage and publication.

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

APPROVED:

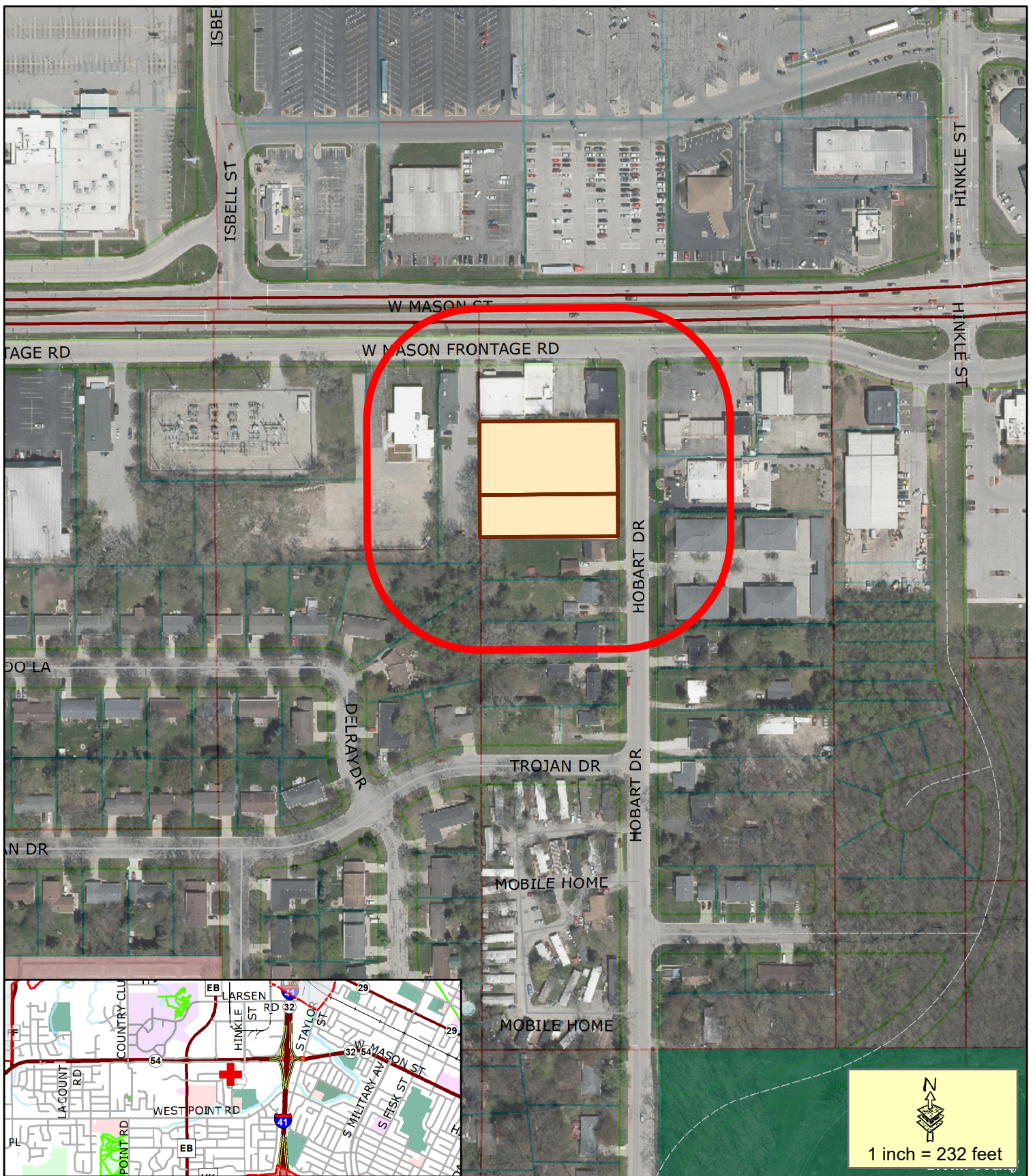
Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

jl:

Attachments – Location Map



Proposed CPA and Rezone Parcels

200' Property Owner Notice

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Map prepared by JL

**Comprehensive Plan Amendment
(Commercial to Medium/High Density Residential)
and Rezone (C1 to R3) Request
1116 Hobart Drive
Parcels (6H-1110-1 and 6H-1110-19)**

ZONING ORDINANCE NO. 17-24

**AN ORDINANCE REZONING PROPERTY LOCATED AT
2532 UNIVERSITY AVENUE FROM GENERAL COMMERCIAL TO VARIED
DENSITY RESIDENTIAL
(ZP 24-26)**

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as tax parcels 6H-1110-19 and 6H-1110-1 which is located at the 1100 block of Hobart Drive and 1116 Hobart Drive from (C1) General Commercial District to Varied Density Residential (R3) District.:

Parcel I: The most Westerly Two Hundred Forty-seven (247) feet of the South Seventy-five (75) feet of the North Four Hundred Five (405) feet of that part of Government Lot Fifteen (15), in Section 29, T24-R20E, lying South of the Center line of Highway 54 as now laid out, in the City of Green Bay, WSFR, Brown County, Wisconsin, expect that part described in Volume 1123 Records Page 286.

Parcel II: The Southerly One Hundred Thirty (130) feet of the Northerly Three Hundred Thirty (330) feet of the Westerly Two Hundred Forty-seven (247) feet of Lot Fifteen (15), in Section Twenty-nine (29), T24-20 E, lying South of the Center line of Highway 54 as now laid out, in the City of Green Bay, WSFR, Brown County, Wisconsin, expect that part described in Volume 1123 Records Page 286.

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

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

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

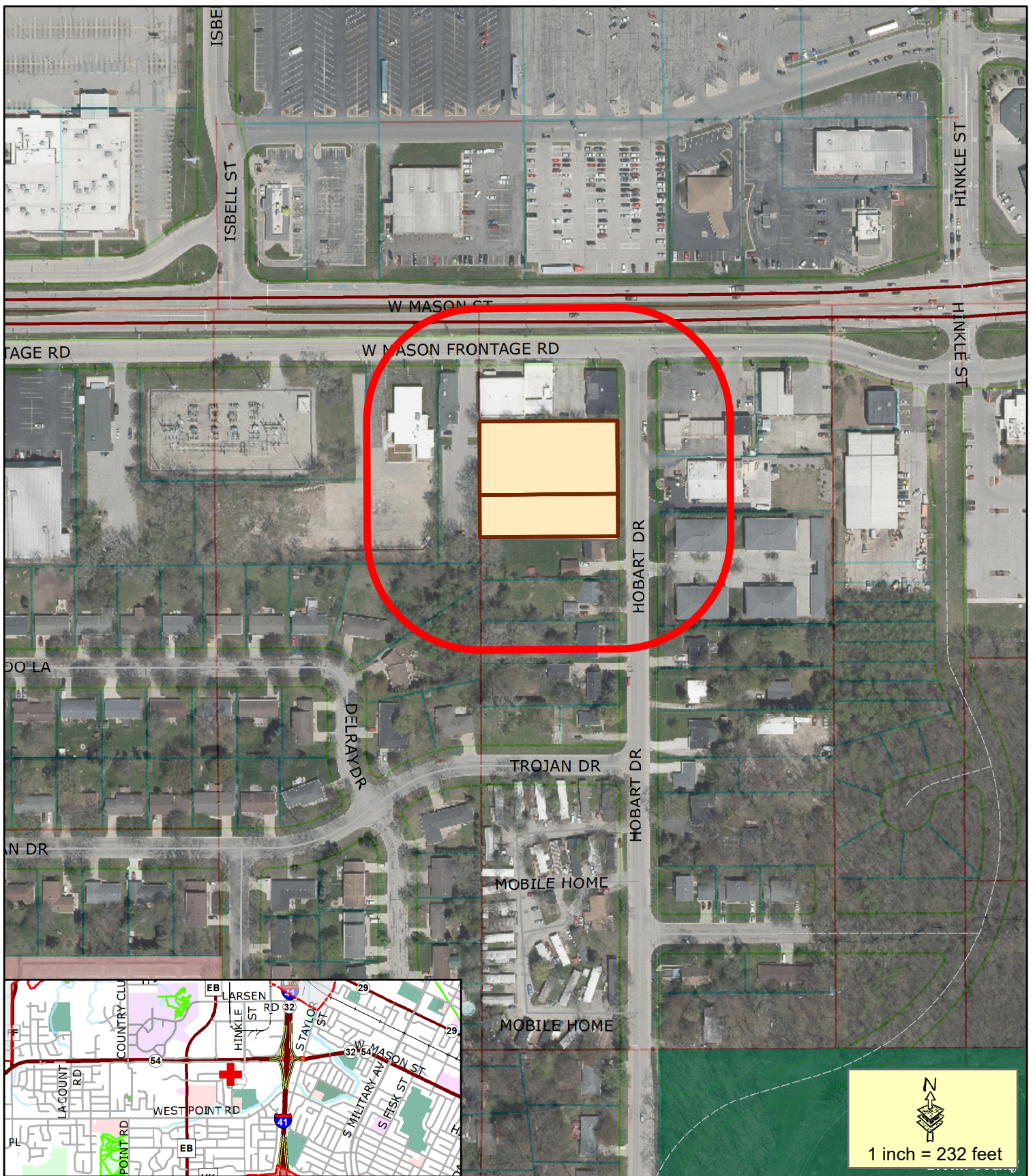
APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

jel
Attachment – Map



Proposed CPA and Rezone Parcels

200' Property Owner Notice

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Map prepared by JL

**Comprehensive Plan Amendment
(Commercial to Medium/High Density Residential)
and Rezone (C1 to R3) Request
1116 Hobart Drive
Parcels (6H-1110-1 and 6H-1110-19)**

ZONING ORDINANCE NO. 19-24

AN ORDINANCE REZONING PROPERTIES LOCATED AT 1512 AND 1522 N BAIRD STREET AND 1520, 1524, AND 1538 WEISE STREET FROM GENERAL INDUSTRIAL (GI) TO LOW-DENSITY RESIDENTIAL (R1) (ZP 24-27)

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described properties from General Industrial (GI) to Low-Density Residential (R1):

PARCEL 21-619

LOTS 31, 32, AND 33, BLOCK "A", ACCORDING TO THE RECORDED PLAT OF EASTMAN'S SECOND ADDTION, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

PARCEL 21-622

LOT 34, BLOCK "A", ACCORDING TO THE RECORDED PLAT OF EASTMAN'S SECOND ADDTION, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

PARCEL 21-623

LOT 35 AND THE EAST HALF OF LOT 36, BLOCK "A", ACCORDING TO THE RECORDED PLAT OF EASTMAN'S SECOND ADDTION, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

PARCEL 21-624

THAT PART OF THE WEST HALF OF LOT 36 AND ALL THAT PART OF LOTS 37 AND 38, BLOCK "A", EASTMAN'S SECOND ADDITION, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, LYING SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CONER OF SAID LOT 38, THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 38, 59 FEET OT THE POINT OF BEGINNING, THENCE SOUTHEASTERLY TO A POINT ON THE EAST LINE OF TH WEST HALF OF SAID LOTS 36, 71 FEET SOUTH OF THE NORTHEAST CORNER THEREOF

PARCEL 21-625

THAT PART OF LOTS 36, 37, AND 38, BLOCK 'A', EASTMAN'S SECOND ADDITION ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 38 AS THE POINT OF BEGINNING; RUNNING THENCE EASTERLY ON THE NORTH LINE OF SAID LOTS 36, 37 AND 38 TO THE WEST LINEOF THE EAST HALF OF SAID LOT 36, A DISTANCES OF APPROXIMATELY 100 FEET; THENCE RUNNING SOUTHERLY ON THE WEST LINE OF THE EAST HALF OF SAID LOT 36, A DISTANCE OF 71 FEET, RUNNING THENCE NORTHWESTRLY TO A POINT ON THE WEST LINE OF SAID LOT 38, WHICH IS 58 FEET SOUTHWESTERLY FROM THE POINT OF

ZONING ORDINANCE NO. 19-24

PAGE 2

BEGINNING OF THIS DESCRIPTION; RUNNING THENCE NORTHEASTERLY ON THE WEST LINE OF SAID LOT 38 A DISTANCE OF 58 FEET TO THE POINT OF BEGINNING, EXCEPT PART CONVEYED IN JACKET 13263, IMAGE 6 FOR ROADWAY PURPOSES.

PARCELS TOTAL 1.418 ACRES, MORE OR LESS

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

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

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

APPROVED:

Eric Genrich, Mayor

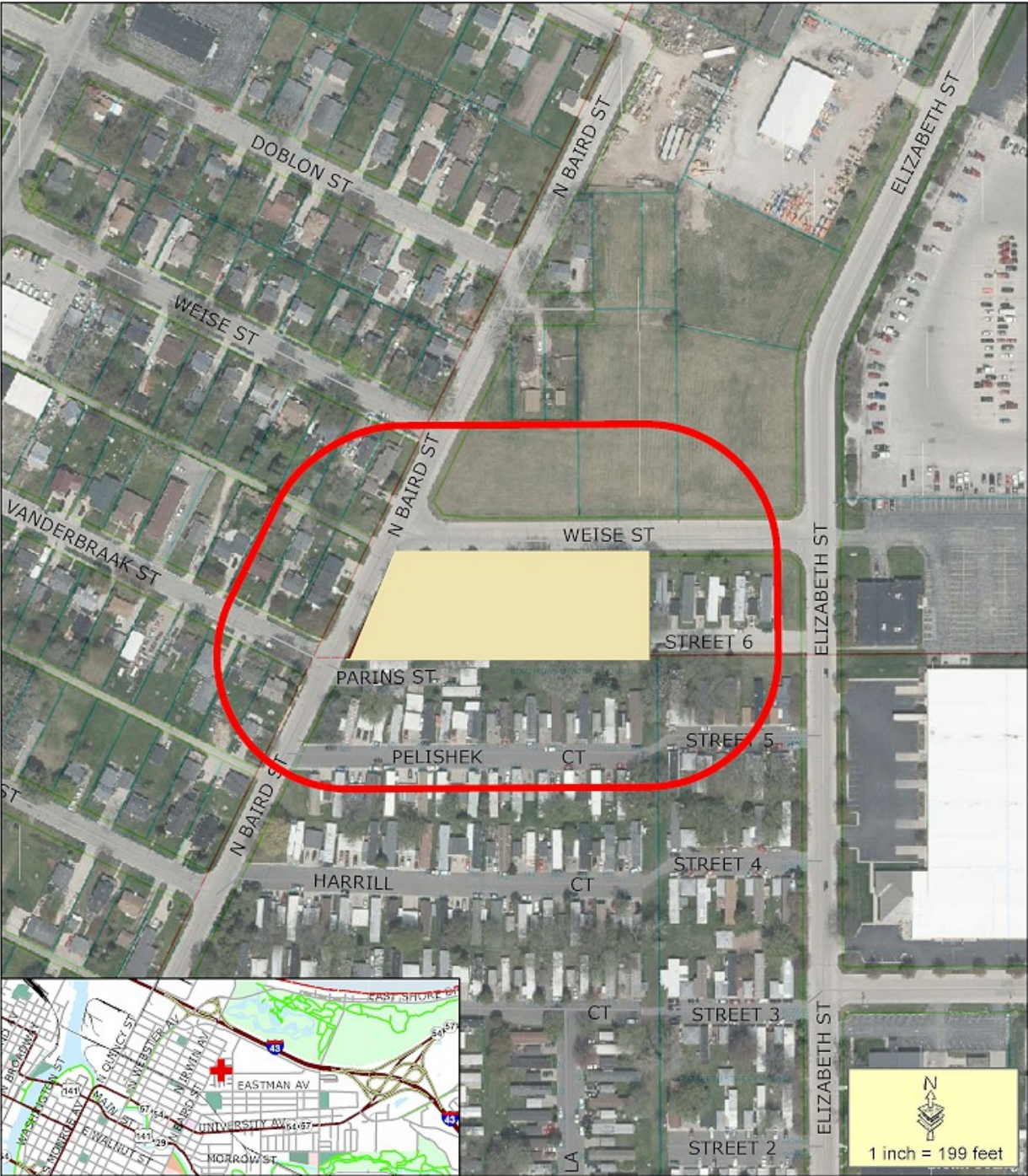
ATTEST:

Celestine Jeffreys, Clerk

db:

Attachment – Location Map

Exhibit - Location Map



Proposed Rezone Parcels

200' Property Owner Notice

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Map prepared by JL

Rezone (GI to R1) Request
1512 N Baird Street, 1522 N Baird Street,
1520 Weise Street, 1524 Weise Street,
and 1538 Weise Street

GENERAL ORDINANCE NO. 23-24

AN ORDINANCE
CREATING SECTION 28-8,
GREEN BAY MUNICIPAL CODE,
RELATING TO SELLING
FERMENTED MALT BEVERAGES IN PUBLIC PARKS

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

SECTION 1. Section 28-8, Green Bay Municipal Code, is hereby created to read:

Intoxicants in public parks.

Consistent with Wis. Stats. § 125.06(6), this section hereby authorizes the sale of fermented malt beverages in public parks operated by The City of Green Bay, subject to the following provisions:

- (a) *Sellers.* The City of Green Bay and its officials and employees are permitted to sell fermented malt beverages in City parks. No person who is not an official of or employed by the City is permitted to sell fermented malt beverages in parks without a license or permit as outlined in Chapter 4 of the Green Bay Municipal Code.
- (b) *Intoxicants.* No type of alcohol or intoxicant which is not a fermented malt beverage shall be sold in a park.
- (c) *Containers.* All beverages shall be sold in unbreakable containers. Glass containers are not permitted.
- (d) *License.* The City is not required to obtain a license or permit to sell fermented malt beverages in public parks as outlined in this section.
- (e) *State provisions.* All other state provisions, including Wis. Stats. Ch. 125, shall apply to this section.

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
09/17/2024

GENERAL ORDINANCE NO. 25-24

**AN ORDINANCE
AMENDING SECTION 40-34,
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKING REGULATIONS**

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

SECTION 1. Section 40-34, Green Bay Municipal Code, is hereby amended to remove the following existing parking restriction:

BOND STREET, south side, from a point 150 feet east of Westplain Drive to a point 100 feet west of Westplain Drive.

SECTION 2. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING zone:

BOND STREET, north side, from a point 207 feet east of Westplain Drive to a point 93 feet west of Westplain Drive.

SECTION 3. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING zone:

OAKLAND AVENUE, west side, Third Street to a point 317 feet south of Third Street.

SECTION 4. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING zone:

THIRD STREET, south side, from Oakland Avenue to Greenwood Avenue.

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

SAP
9/17/2024