



AGENDA OF THE COMMON COUNCIL

TUESDAY, OCTOBER 15, 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. October 1, 2024.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

- I. **Reappointments:**

[Landmarks Commission](#)

Ron Dehn, 1010 S. Jackson Street, Green Bay, WI 54301
Term to expire: October 1, 2027

J. Public Hearings.

1. Public Hearing on a 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)

K. Ordinances - Second Reading for Adoption.

1. 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).
2. 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).
3. Zoning Ordinance No. 20-24
An ordinance rezoning property located at 2491 University Avenue from General Commercial District to Highway Commercial District. (ZP 24-30)
4. Zoning Ordinance No. 21-24
An ordinance rezoning property located at parcels 6H-1247-2, 6H-1247-3, 6H-4447, 6H-4448, 6H-4449 which are generally located at the eastern terminus of Lafayette Street and the southern terminus of Eric Street from Rural Residential to Low Density Residential District Zoning. (ZP 24-31)
5. 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.
6. General Ordinance No. 25-24
An ordinance amending Section 40-34, Green Bay Municipal Code, relating to parking regulations.

L. Report of the Redevelopment Authority (October 8, 2024 and October 11, 2024).

1. To approve a six-month planning option with Three Sixty Real Estate Solutions LLC for the development of 200 N. Monroe Avenue (October 8, 2024).
2. To approve the selection of Ayres as the engineering consultant for the Shipyard Phase II park development (October 8, 2024).
3. To approve the revised Development Agreement (24-04), TIF Disbursement Agreement, and Collateral Assignment with Nova GB SPE, LLC, subject to final review and approval by the City Attorney of the Collateral Assignment (October 11, 2024).

M. Report of the Improvement & Services Committee (October 9, 2024).

1. To approve the request by Department of Public Works to reallocate funds previously authorized for a Transportation Utility Feasibility Study to be utilized to obtain software and consulting services for the Facilities Management Division of the Department of Public Works.
2. To approve the request by Department of Public Works to enter into a Hold Harmless Agreement between the City of Green Bay and DeKeyser Construction Company, Inc. to allow the contractor to conduct a partial reconstruction of a manhole within the easement at 145 N. Henry Street.
3. To approve the request by Department of Public Works to approve temporary limited easements (TLE) and warranty deed for the rights-of-way for the reconstruction of Country Club Road, W. Mason Street to Indian Hill Drive.

Parcel #	Owner	Document	\$ Amount
2	Andrew and Caitlyn Heiser	TLE	\$800
3	Roger and Patricia Arnoldi	TLE	\$2,000
4	James J. Johnson	TLE	\$800
6	Daniel and Danielle Morris	TLE	\$500
7	Jason Pries and Elizabeth Sauer Pries	TLE	\$500
8	Dennis and Shea Greil	TLE	\$600
9	Jeremiah and Irene Newman	TLE	\$1,000
11	Linda Servia	TLE	\$2,900
12	Arnold Vanden Bush and Caroline Vanden Bush	TLE	\$1,200
13	Northeast Wisconsin Technical College	FEE	\$24,100
14	John Brueninger and Jeri Bauman	TLE	\$2,300
16	David and Dianne Schneider	TLE	\$2,200
17	Lois Butkovich	TLE	\$1,500
18	Jon and Carol Poppy	TLE	\$1,500
19	Connor and Aubree Chrisman	TLE	\$1,500
21	Nicholas and Greta Ducat	TLE	\$1,500
22	Joseph Steiber	TLE	\$3,000
23	Wayne and Kathryn Vorpahl	TLE	\$700
24	Mark and Brenda Vaughan	TLE	\$1,600
26	Abdikarim Aynan and Kadija Xawey Malak	TLE	\$1,300
27	Peter and Kendall Abegglen	TLE	\$600
28	Oneida Golf & Country Club, Inc.	WD	\$8,400
29	Julie A. Lemminger	TLE	\$3,800
31	Richard and Pamela Smith	TLE	\$4,300
32	Sandra Hansen	TLE	\$2,200
33	John and Terri Juley	TLE	\$7,000

4. To approve the request by Department of Public Works to grant a permanent easement to Meyer Family Investment Corp., owner of Parcel 21-1203-2, to construct and maintain stormwater structures on City of Green Bay property.

N. Report of the Protection & Policy Committee (October 7, 2024).

1. To approve a change of agent for Kwik Trip, Inc. (Store #143) at 2400 University to Nastassia Tappa.
2. To approve a "Class B" Liquor and Class "B" Beer license for Taylor Leiteritz at 324 N. Roosevelt St. with a license premises description as "1 BACKROOM, 1 OFFICE AND BASEMENT, 2 ENTRANCES," (Currently licensed as Baker & MacArthur, Inc.).
3. To approve a reserve-"Class B" Liquor and Class "B" Beer license for The Irish Temper, LLC at 240 N Broadway Suite B with a license premises description as "SUITE B, SINGLE-RM PUB, SHARED KITCHEN (REAR), STORAGE BEHIND THE BAR, DOWNSTAIRS," pending the approval of the proper authorities.
4. To approve the "Class B" Liquor and Class "B" Beer license for Aimbridge Hospitality, LLC at 1011 Tony Candeo Run with a license premises description as "Alcoholic beverages will be sold from the lobby bar and from the lobby market area of the hotel, with the approval of the proper authorities. (Currently licensed as MCR Green Bay Tenent LLC and "see attached diagram" was removed from the license description on the original application).
5. To deny a 2024-2025 Massage Establishment License by the name Wanghua Spa Inc (DBA) Gohn Spa at 1306 Velp Ave Green Bay, WI 54303
6. To approve a request by Appleton Indoor Golf, LLC at 2255 Main St. to amend their license premises description to "17K SQ FT WITH TWO ROOMS 1 WITH INDOOR GOLF STIMULATORS/1 WITH INDOOR MINI-GOLF-PUTT PUTT,BATHROOMS, OFFICE, BACKROOM STORAGE," pending the approval of the proper authorities. (Currently license premises description is "10K Sq Ft open concept w shaped bar 5 bar simulators on left/rt w/ bathrooms, office, back storage).
7. To deny an appeal by Kelsey Kocken regarding the dangerous dog declaration.
8. To refer to staff a request by Ald. Stevens, for consideration with possible action on the possibility of removing the Invocation from future common council meetings.
9. To approve General Ordinance 27-24, an ordinance amending section 4-10(f)1, Green Bay Municipal Code, relating to alcohol beverage license restrictions.
10. Informational Only: Massage Establishment Report.
11. Informational Only: Liquor Violation Report.
12. Informational Only: Liquor Licensing Report.
13. To amend the address to add Suite 2 and approve a 2024-25 massage establishment license at 1136 W Mason (referred from 10/1/24 Council Meeting).

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 (October 7, 2024).

1. To approve the request to rezone properties along the west side of St. Agnes Drive from Low-Density Residential (R1) district to Medium-Density residential (R2) district. (ZP 24-32 Public Hearing held October 7, 2024).
2. To approve the rezone 1830 Military Access Road (Parcel 6-310) from Low-Density Residential (R1) district to Public Institutional (PI) district. Staff recommends the entire property rezone from Low-Density Residential (R1) to Public Institutional (PI). (ZP 24-33 Public Hearing held October 7, 2024).
3. To approve the request for a Conditional Use Permit for a carriage house at 1824 Tenth Avenue. (ZP 24-34 Public Hearing held October 7, 2024).
4. To approve the request to create a 3-lot Certified Survey Map that includes public street dedication at 2035 Crestwood Springs Drive (Parcel 6H-4449), 2041 Crestwood Springs Drive (6H-4448), 2045 Crestwood Springs Drive (6H-4447), 0 Bayberry Court (6H-1247-2), and 0 Packerland Drive (Parcel 6H-1247-3). (CSM 24-15 Public Hearing held October 7, 2024).

Q. Report of the Finance Committee (October 8, 2024)

1. To approve the acceptance of the USDOJ-COPS grant for \$200,000 for a non-sworn psychiatric mental health nurse practitioner to cover 2025 expenses.
2. To approve a resolution authorizing On Broadway, Inc. to submit a Community Development Investment (CDI) grant application to the Wisconsin Economic Development Corporation (WEDC) for the proposed rehabilitation of 211 N. Broadway (Parcel 4-71).
3. To approve a resolution authorizing the submittal of a Small Business Development Grant (SBDG) application through Wisconsin Economic Development Corporation (WEDC) to establish a Revolving Loan Fund to support diversely-owned start-up businesses within the City of Green Bay.
4. To approve a resolution to re-approve the state trust fund loan application from the Board of Commissioners of Public Land \$2,000,000 for financing with lower interest rate for Southwest Woods Development infrastructure.
5. To approve a resolution to re-approve the state trust fund loan application from the Board of Commissioners of Public Land for \$5,500,000 financing with lower interest rate for JBS diverse neighborhood infrastructure, park, and boulevard.
6. To approve a resolution to re-approve a state trust fund loan application from the Board of Commissioners of Public Land for \$1,000,000 for financing with a lower interest rate for a pass-through loan to Developer of Public Market.
7. To approve a budget amendment resolution for unbudgeted overtime for special events.

R. Report of the Park Committee (October 9, 2024).

1. To approve the request by the Baird Creek Preservation Foundation to host a prescribed prairie burn in the Baird Creek Greenway, adjacent to McKenzie Lane, contingent upon the Fire Department review and approval.

2. To approve a Utility Easement with Wisconsin Public Service Corporation to provide gas service to the Triangle Hill Sports Area, contingent upon the Law Department review and approval of the easement.

S. Report of the Personnel Committee (October 8, 2024).

1. To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Arborist II
2. To approve the proposed Health, Dental, Vision, Life, and Disability benefits starting January 1, 2025.

T. Informational.

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

U. Resolutions.

1. Resolution drawing final orders to contractors for October 15, 2024.
2. Resolution authorizing On Broadway, Inc. to submit a Community Development Investment (CDI) grant application to the Wisconsin Economic Development Corporation (WEDC) for the proposed rehabilitation of 211 N. Broadway (Parcel 4-71).
3. Resolution authorizing the submittal of a Small Business Development Grant (SBDG) application through Wisconsin Economic Development Corporation (WEDC) to establish a Revolving Loan Fund to support diversely-owned start-up businesses within the City of Green Bay.
4. Resolution authorizing a state trust fund loan application from the Board of Commissioners of Public Land \$2,000,000 for financing with lower interest rate for Southwest Woods Development infrastructure.
5. Resolution authorizing a state trust fund loan application from the Board of Commissioners of Public Land for \$5,500,000 financing with lower interest rate for JBS diverse neighborhood infrastructure, park, and boulevard.
6. Resolution authorizing a state trust fund loan application from the Board of Commissioners of Public Land for \$1,000,000 for financing with a lower interest rate for a pass-through loan to Developer of Public Market.
7. Resolution authorizing budget amendment for unbudgeted overtime for special events.
8. Resolution authorizing conditional use permit at 1824 Tenth Avenue (ZP 24-34)

V. Ordinances - First Reading.

1. General Ordinance 27-24
An ordinance amending section 4-10(f)1, Green Bay Municipal Code, relating to alcohol beverage license restrictions.

2. Zoning Ordinance No. 23-24
An ordinance rezoning property located at 1830 Military access road from Low-Density Residential to Public Institutional. (ZP 24-33)
3. Planning Ordinance No. 03-24
An ordinance approving a three-lot certified survey map at 2035 Crestwood Springs Drive, 2041 Crestwood Springs Drive, 2045 Crestwood Springs Drive, 0 Bayberry Court, and 0 Packerland Drive. (CSM 24-15)
4. Zoning Ordinance No. 22-24
An ordinance rezoning properties located along the west side of St. Agnes Drive from Low-Density Residential (R1) to Medium-Density Residential (R2). (ZP 24-32)

W. Referral of Petitions & Communications.

X. Adjournment.

Y. Committee of the Whole.

- I. Update and discussion of negotiations on the 2024 City of Green Bay and City of Green Bay Fire Fighters Local 141, International Association of Fire Fighters AFL-CIO 158 labor agreement.

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

- 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

October 15, 2024

PREPARED BY

AGENDA ITEM # J.I

Public Hearing on a 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)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. M.O. 05-24 - Amend Comp Plan 3315-3319 Finger Rd
2. CPA 24-04 Class I Public Notification for PC Mtg

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

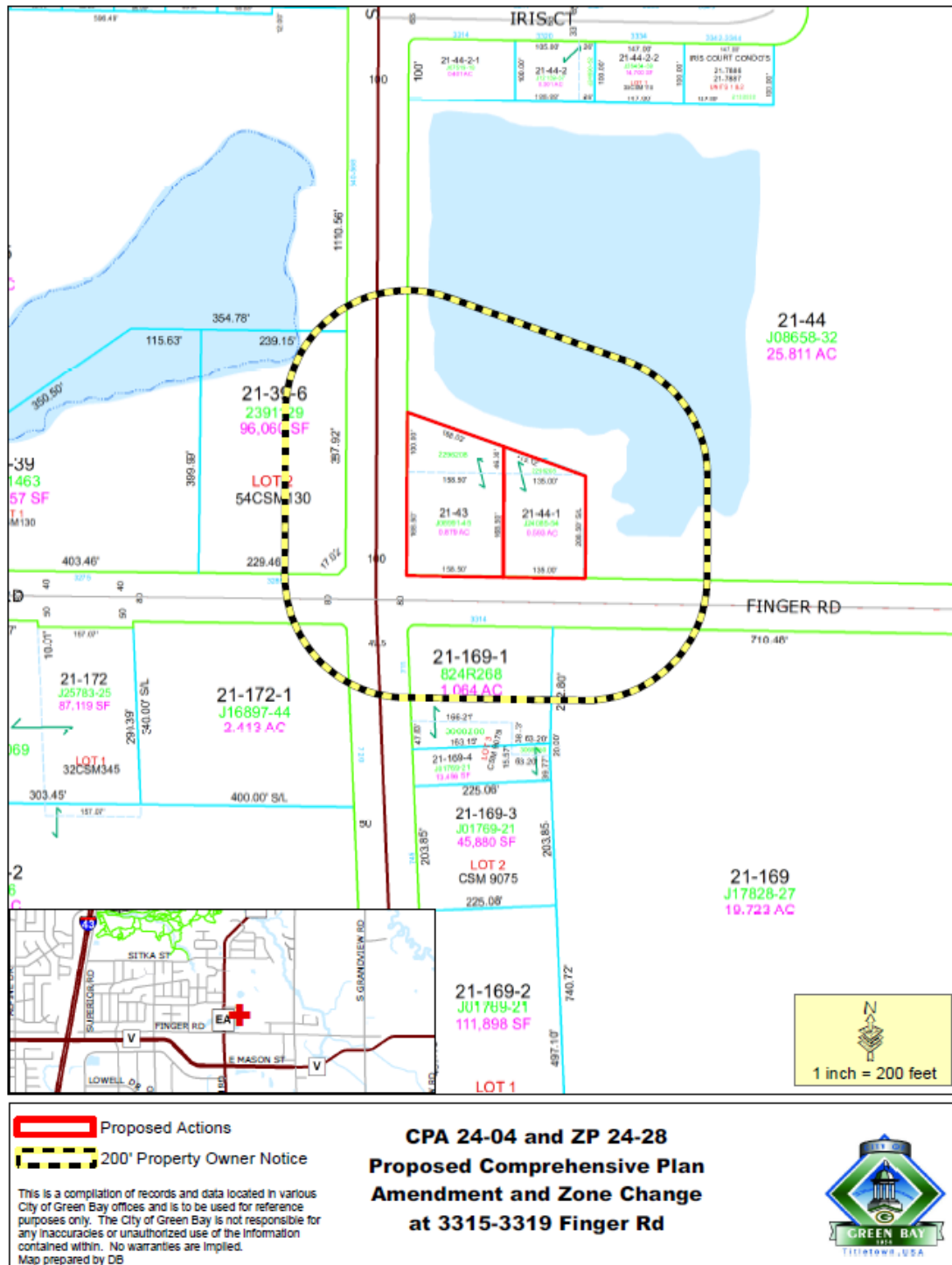
ATTEST:

Celestine Jeffreys, Clerk

db:

Attachments – Location Map

Exhibit - Location Map



For Official Notice:

**Public Notification
Proposed Amendment to the City of Green Bay
Smart Growth 2022 Comprehensive Plan
(CPA 24-04)**

The Green Bay Plan Commission will hold a public hearing on Monday, September 9, 2024, at 6:00 p.m. The meeting will be conducted both in person in Room 604 of City Hall (100 N Jefferson Street, Green Bay, 54301) and virtually. If you wish to participate in the Public Hearing virtually, you may access the meeting by internet or telephone, using the access code below.

Join Zoom Meeting

<https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSiZGZlFjcmlpWnZlOEVnUT09>

or call in by phone +1 312 626 6799

Meeting ID: 841 3767 5822

Passcode: 483400

The hearing is regarding the following proposed amendment to the City of Green Bay Smart Growth 2022 Comprehensive Plan:

(CPA 24-04) Consideration with possible action on a request to amend the Smart Growth 2022 Comprehensive Plan for 3315 and 3319 Finger Road from Public future land use to medium-high density residential future land use, submitted by Ted Zieman of Zieman Commercial Properties LLC; applicant and property owner.

An image depicting the affected area is available in the office of Community and Economic Development for the City of Green Bay.

The proposed comprehensive plan amendment would allow for the rezoning of the properties 3315 and 3319 Finger Road from C-1, General Commercial to R-3, Varied Density Residential district.

Public comments will be invited at the public hearing or can be sent in writing to:

City of Green Bay

Community & Economic Development

Attn: Jon LeRoy

100 N. Jefferson St., Rm. 608

Green Bay, WI 54301

For additional information, contact Jon LeRoy at jon.leroy@greenbaywi.gov or 920.448.3405.

ACCESSIBILITY: Any person wishing to attend who, because of a disability, requires special accommodation 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.

Publication Date: August 30, 2024

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

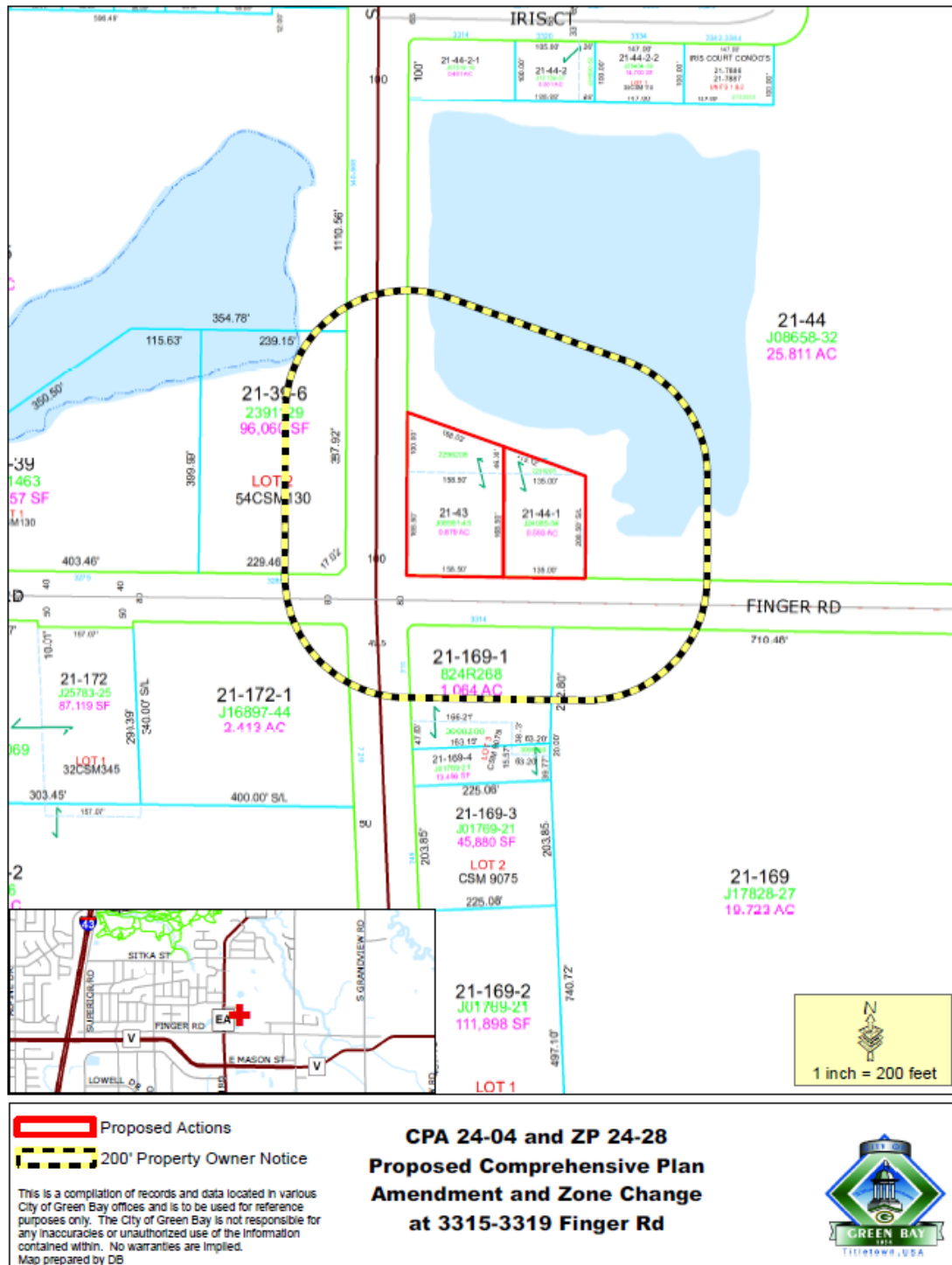
ATTEST:

Celestine Jeffreys, Clerk

db:

Attachments – Location Map

Exhibit - Location Map



For Official Notice:

Public Notification
Proposed Amendment to the City of Green Bay
Smart Growth 2022 Comprehensive Plan
(CPA 24-04)

The Green Bay Common Council will hold a public hearing on **Tuesday, October 15, 2024**, at 6:00 p.m. The meeting will be conducted both in person in the Council Chambers of City Hall (100 N Jefferson Street, Green Bay, 54301) and virtually. If you wish to participate in the Public Hearing virtually, you may access the meeting by internet or telephone, using the access code below.

Join Zoom Meeting

<https://us02web.zoom.us/j/86344047889>

Meeting ID: 863 4404 7889

Passcode: 953434

Passcode: 953434

Find your local number: <https://us02web.zoom.us/u/kdsFuskqDp>

The hearing is regarding the following proposed amendment to the City of Green Bay Smart Growth 2022 Comprehensive Plan:

(CPA 24-04) Consideration with possible action on a request to amend the Smart Growth 2022 Comprehensive Plan for 3315 and 3319 Finger Road from Public future land use to medium-high density residential future land use, submitted by Ted Zieman of Zieman Commercial Properties LLC; applicant and property owner.

An image depicting the affected area is available in the office of Community and Economic Development for the City of Green Bay.

The proposed comprehensive plan amendment would allow for the rezoning of the properties 3315 and 3319 Finger Road from C-1, General Commercial to R-3, Varied Density Residential district.

Public comments will be invited at the public hearing or can be sent in writing to:

City of Green Bay

Community & Economic Development

Attn: Jon LeRoy

100 N. Jefferson St., Rm. 608

Green Bay, WI 54301

For additional information, contact Jon LeRoy at jon.leroy@greenbaywi.gov or 920.448.3405.

ACCESSIBILITY: Any person wishing to attend who, because of a disability, requires special accommodation 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.

Publication Date: September 10, 2024

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

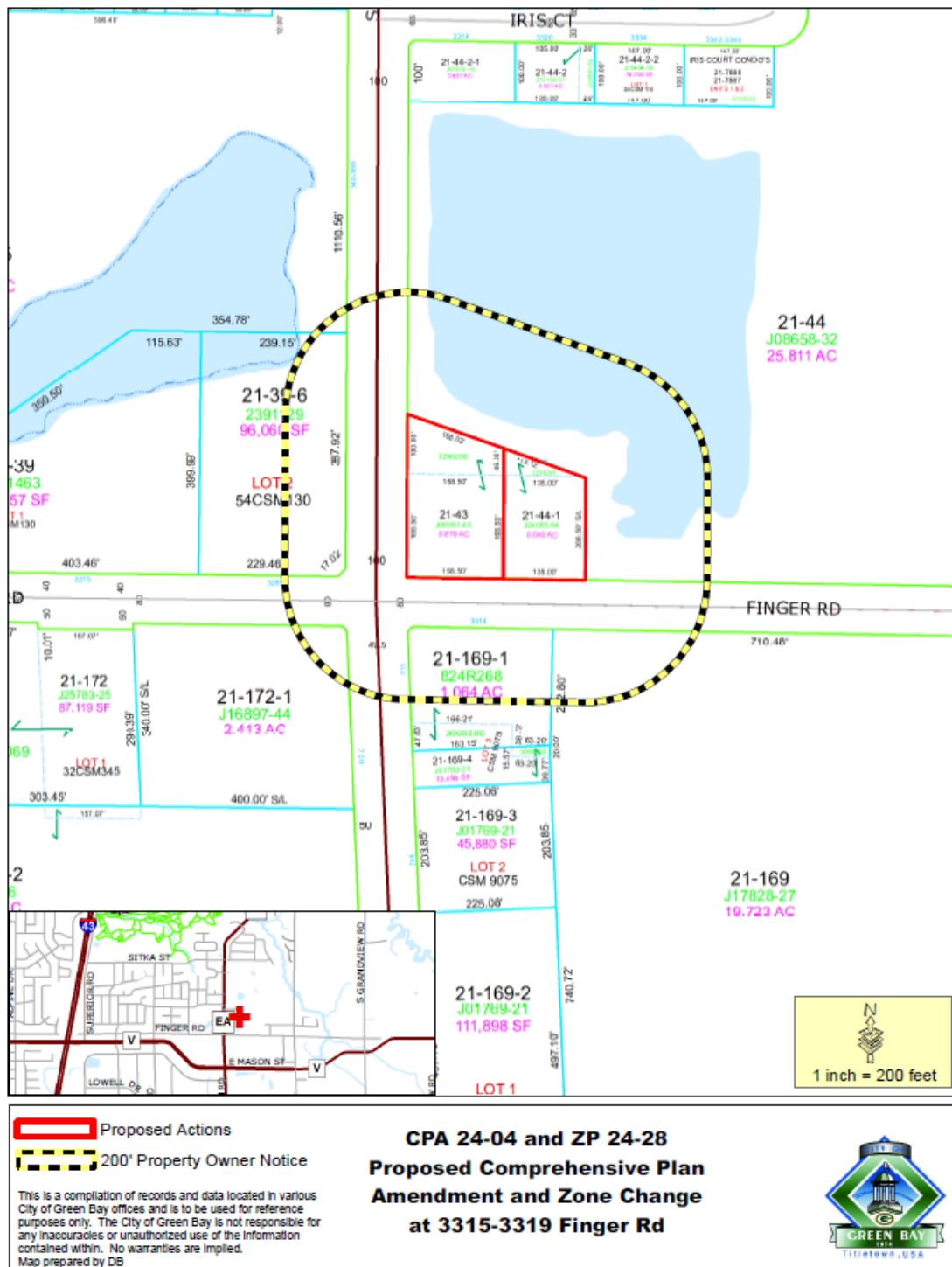
ATTEST:

Celestine Jeffreys, Clerk

db:

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Exhibit - Location Map



For Official Notice:

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Request to rezone property at 3315 and 3319 Finger Road
(ZP 24-28)

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or call in by phone +1 312 626 6799

Meeting ID: 841 3767 5822

Passcode: 483400

The hearing is regarding the following:

(ZP 24-28) Consideration with possible action on a 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. (Ald. J. Hutchison, District 2)

Public comments will be invited at the public hearing or can be sent in writing to:

City of Green Bay

Community & Economic Development

Attn: Jon LeRoy

100 N. Jefferson St., Rm. 608

Green Bay, WI 54301

For additional information, contact Jon LeRoy at Jon.Leroy@greenbaywi.gov or 920.448.3405.

ACCESSIBILITY: Any person wishing to attend who, because of a disability, requires special accommodation 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.

Publication Dates: August 23 and August 30, 2024

ZONING ORDINANCE NO. 20-24

**AN ORDINANCE REZONING PROPERTY LOCATED AT
2491 UNIVERSITY AVENUE FROM GENERAL COMMERCIAL DISTRICT TO
HIGHWAY COMMERCIAL DISTRICT
(ZP 24-30)**

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, known as tax parcel 21-1250 which is located at 2491 University Avenue from General Commercial (C-1) District to Highway Commercial (C-2) District.:

2491 UNIVERSITY AVENUE (21-1250)

ALL OF LOT 3, CERTIFIED SURVEY MAP NUMBER 9714, DOCUMENT NUMBER 3054854, BEING PART OF GOVERNMENT LOT 3, SECTION 33, TOWNSHIP 24 NORTH, RANGE 21 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

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.

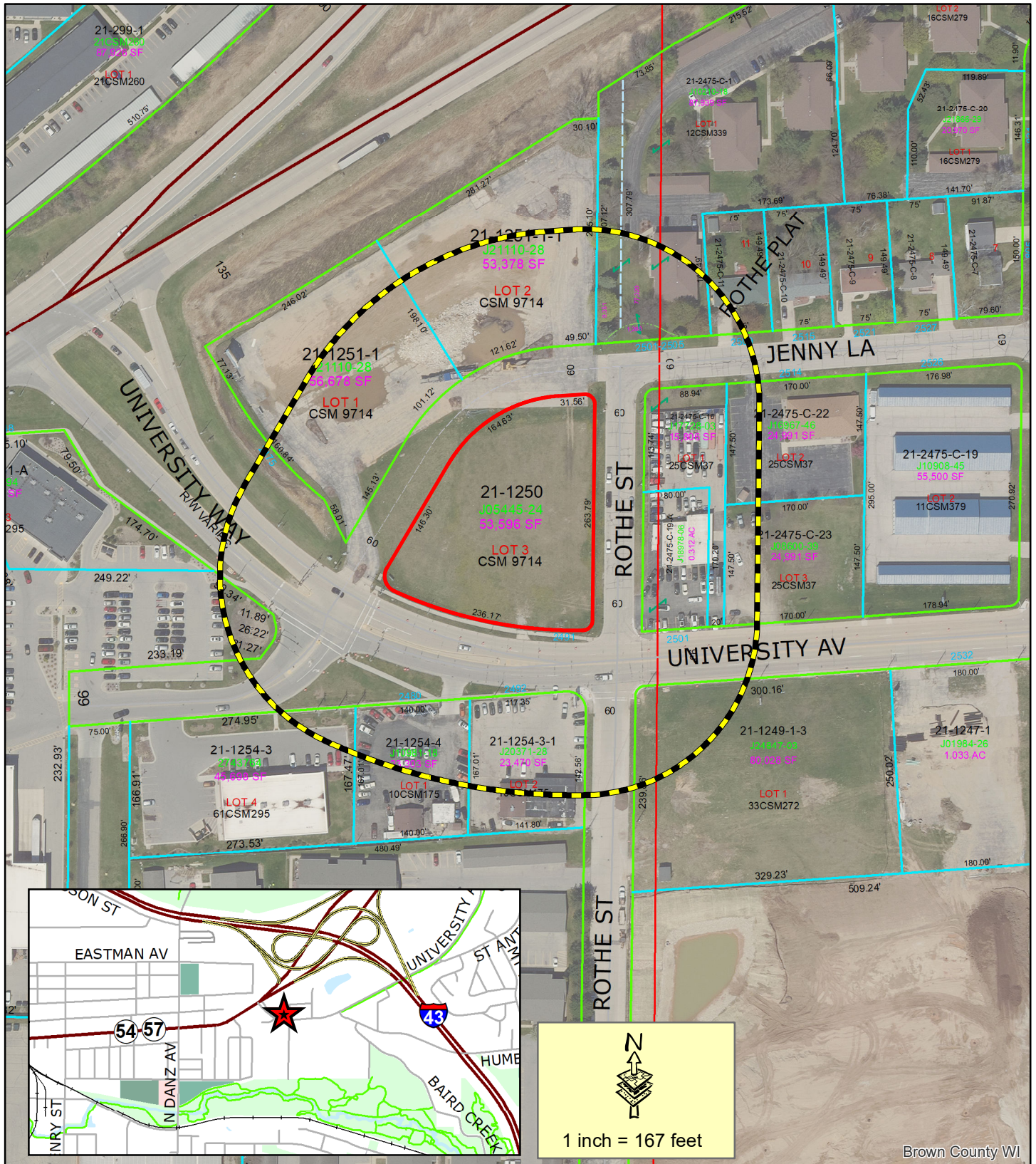
APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

dam
Attachment – Map



ZONING ORDINANCE NO. 21-24

AN ORDINANCE REZONING PROPERTY LOCATED AT 2035, 2041 AND 2045 CRESTWOOD SPRINGS DRIVE, 0 BAYBERRY COURT, AND 0 PACKERLAND DRIVE FROM RURAL RESIDENTIAL DISTRICT TO LOW DENSITY RESIDENTIAL DISTRICT (ZP 24-31)

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, known as tax parcels 6H-4449, 6H-4448, 6H-4447, 6H-1247-2, 6H-1247-3 which are located at 2035, 2041 and 2045 Crestwood Springs Drive, 0 Bayberry Court, and 0 Packerland Drive from Rural Residential (RR) District to Low Density Residential (R-1) District:

2035 CRESTWOOD DRIVE (6H-4449)

LOT TWENTY-TWO (22), PLAT OF PINE ACRES ESTATES, CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

2041 CRESTWOOD DRIVE (6H-4448)

LOT TWENTY-ONE (21), PLAT OF PINE ACRES ESTATES, CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

2045 CRESTWOOD DRIVE (6H-4447)

LOT TENTY (20), PLAT OF PINE ACRES ESTATES, CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

0 BAYBERRY COURT (6H-1247-2)

THAT PART OF LOTS 21 AND 22, SECTION 32, TOWNSHIP 24 NORTH, RANGE 20 EAST, IN THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, LYING WEST OF A LINE WHICH IS 946.91 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SAID EAST 16 ACRES OF SAID LOT 24, EXCEPTING THE NORTH 208.71 FEET OF THE 176.81 FEET THEREOF, AND EXCEPTING THEREFROM SUNSET PLAT.

0 PACKERLAND DRIVE (6H-1247-3)

THAT PART OF LOTS 21 AND 22, SECTION 32, TOWNSHIP 24 NORTH, RANGE 20 EAST, IN THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

BOUNDED ON THE WEST BY A LINE THAT IS 946.91 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE EAST 16 ACRES OF LOT 24, SECTION 32, TOWNSHIP 24 NORTH, RANGE 20 EAST AND BOUNDED ON THE EAST BY A LINE THAT IS 1749.0 FEET EAST OF

ZONING ORDINANCE NO. 21-24

PAGE 2

AND PARALLEL TO THE WEST LINE OF SAID EAST 16 ACRES OF SAID LOT 24, EXCEPTING THEREFROM THE WEST 31.9 FEET OF THE NORTH 208.71 FEET THEREOF AND EXCEPTING THEREFROM SUNSET PLAT.

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.

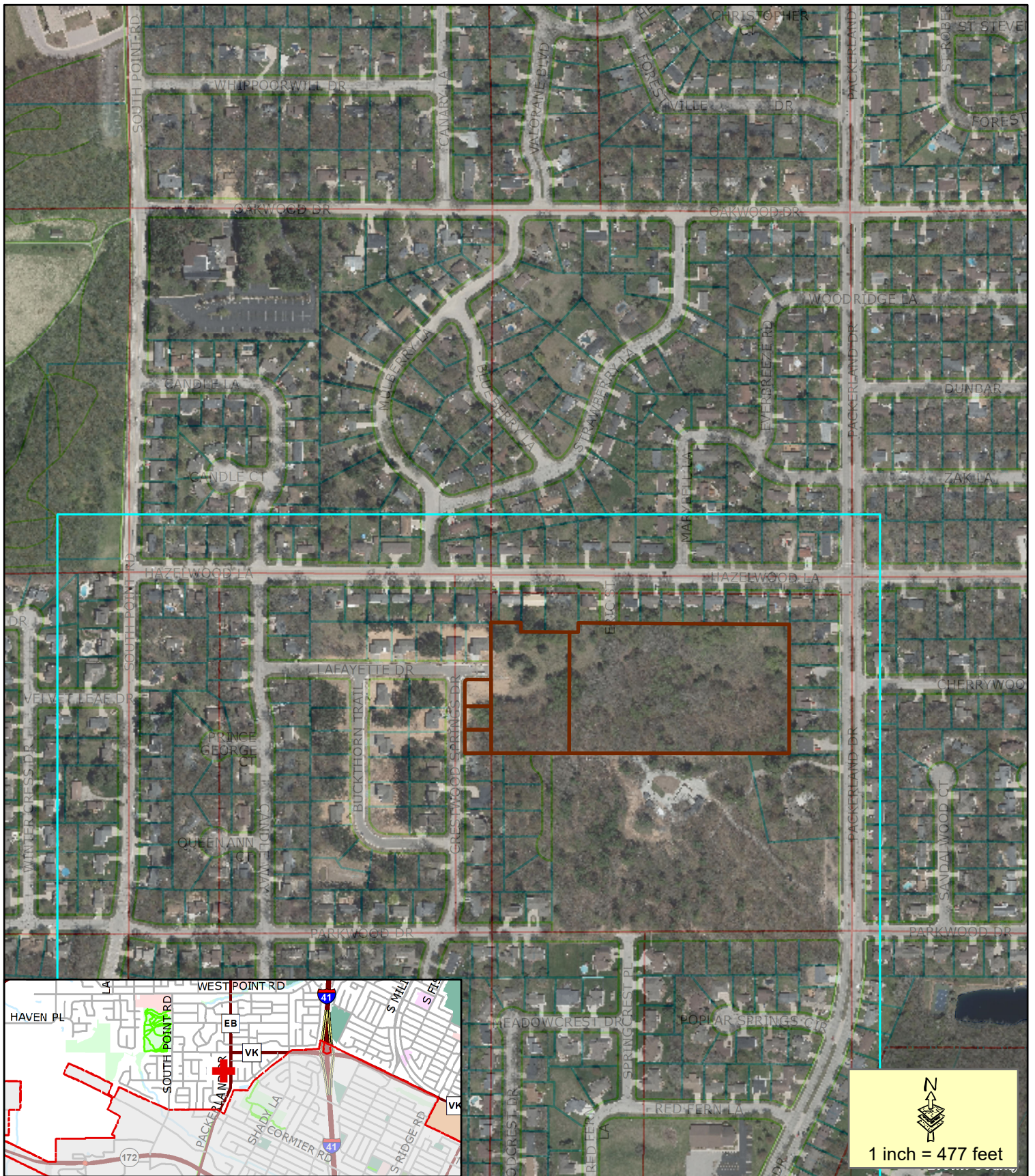
APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

dam
Attachment – Map



- 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 Request
Properties generally located at 2035, 2041,
and 2045 Crestwood Springs Drive, the
eastern terminus of Lafayette Street and
the southern terminus of Eric Street from RR
Rural Residential to R1 Low-Density Residential

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



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

MEETING DATE

October 15, 2024

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # L.1

To approve a six-month planning option with Three Sixty Real Estate Solutions LLC for the development of 200 N. Monroe Avenue (October 8, 2024).

BACKGROUND

Following the RDA's recent termination of the development agreement with the previous developer, staff issued a second RFP on August 30 to identify a new development partner for the property at 200 N. Monroe. Staff received and scored one proposal for the site. The proposal was submitted by Three Sixty Real Estate Solutions LLC. The developer proposes a six-story multi-family building along N. Monroe Avenue and a row of townhomes along N. Quincy Street. The proposal is a mixed-income development, offering units to households between 60% to 120% of the area median income. The proposal calls for 175 residential units, 148 rental units and 27 townhomes. The project will include a sustainability plan, crime prevention through environmental design, public art and activation along the Monroe corridor with incubator offices, tech-driven meeting spaces and community conference spaces, which create an active sense of space.

Staff met with the developers and asked them to consider the possibility of commercial space on the first floor of Monroe, as well as encouraging a more aggressive timeline for development. Three Sixty is not opposed to considering both of our requests.

Based on the proposal and communication with the developer, the staff recommend granting a six-month planning option for this project.

RECOMMENDATION

To approve a six-month planning option with Three Sixty Real Estate Solutions LLC for the development of 200 N. Monroe Avenue.

FISCAL IMPACT

ATTACHMENTS

1. ThreeSixty__MonroeAve_RFP_Response 3
2. Financial Reference_Exhibit 2
3. Sustainability Plan _Exhibit 1



THREESIXTY[°]
REAL ESTATE SOLUTIONS, LLC

Plan. Develop. Manage.



THE MONROE RESIDENCES

RESPONSE: RFP: 200 BLOCK N. MONROE AVE.
REDEVELOPMENT AUTHORITY OF THE CITY
OF GREEN BAY

PREPARED FOR:

THE CITY OF GREEN BAY, WI



1243 Badger St. La Crosse, WI
Phone: 608.782.7368



development@threesixty.bz
www.threesixty.bz



Proposal issued:
30 August 2024



Plan. Develop. Manage.

THANK YOU

FOR YOUR TIME AND CONSIDERATION

Ms. Ronda Bitney
Real Estate Specialist – City of Green Bay
Community & Economic Development Department
100 North Jefferson Street – Room 608
Green Bay, Wisconsin 54301
Ronda.bitney@greenbaywi.gov
August 30th, 2024

Three Sixty Real Estate Solutions, LLC is thrilled to present our response to your Request for Proposals for The Monroe, a transformative Mixed-Use Development in the heart of Green Bay. Our vision is to create a benchmark project that not only revitalizes the downtown area but also sets a new standard for sustainable, inclusive urban living.

Three Sixty's model as a developer gives us a distinct advantage in executing long-term, impactful projects like The Monroe. By keeping a "skin-in-the-game" approach as investors, we are deeply committed to delivering projects that generate positive outcomes for the neighborhood, the community, our customers, and our team. Our strategy emphasizes thoughtful planning, sustainable design, and inclusive housing, ensuring The Monroe's lasting success.

Our dual expertise in project development and long-term asset management uniquely positions us to approach The Monroe with a comprehensive understanding of project economics. We tailor our capital structure to ensure the development's successful completion and stabilization. Our strong reputation has facilitated enduring partnerships with regional lenders, enhancing our credibility and ability to secure financing. Where beneficial, we collaborate with local government to explore innovative uses of subsidies, including grants, tax credits, and tax incremental financing, all aimed at fostering a thriving, connected community on every project we take part in. We look forward to doing the same through The Monroe.

The enclosed response demonstrates our team's abilities combining our real estate expertise, design, and construction knowledge built on a financially strong foundation. If you have any questions on this submittal, please reach out to me at 608-780-4564 or davidv@threesixty.bz.

Kind Regards,
David Vannucchi, Development Analyst
Three Sixty Real Estate Solutions, LLC

01

PROJECT PROPOSAL

The Monroe, a transformative project for the city of Green Bay, will convert an underutilized parking lot into a vibrant mixed-use space that meets the community's evolving needs. By prioritizing sustainable design, support job retention, and inclusive housing, The Monroe will enhance both the physical and economic landscape while fostering a safer, more connected community. The Monroe will drive downtown Green Bay's growth and revitalization, benefiting residents of all ages and abilities.

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TIMELINE

09 PARTNERS

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INCLUSIVE URBAN REVITALIZATION AND SUSTAINABLE COMMUNITY STRATEGY

TARGET DEMOGRAPHIC

The target market for The Monroe is a diverse group of individuals and households seeking a blend of modern urban living and traditional neighborhood appeal. Professionals and remote workers are drawn to the sleek, contemporary design of the residences and the convenience of downtown amenities, including easy access to transit, dining, and entertainment. These residents value a dynamic, connected lifestyle and will appreciate the incorporation of technology-driven meeting spaces, incubator offices, and community-focused amenities that support both work and leisure.

Residents who live here will enjoy the comfort and privacy of a traditional neighborhood setting within a vibrant urban environment. The Monroe's townhomes, designed with a single-family home feel, offer an ideal solution for those who desire the space and atmosphere of a suburban home but want to remain close to the cultural and recreational opportunities that downtown Green Bay offers.

MIXED INCOME

In addition to its innovative amenities, The Monroe is committed to fostering an inclusive community by offering mixed-income housing options. With units available for residents earning 60-120% of the area median income (AMI), The Monroe ensures that a diverse range of individuals and families can access quality housing. This approach not only supports economic diversity but also strengthens the social fabric of the community, allowing people from various backgrounds to live and thrive together.



Activity Court at The 5th Ward Residences



Connected Pathways at The 5th Ward Residences

AREA	AMI	120% AMI HOUSING	100% AMI HOUSING	80% AMI HOUSING	60% AMI HOUSING
STATE OF WISCONSIN AMI	\$70,996	\$2,484	\$2,070	\$1,656	\$1,242
GREEN BAY AMI	\$59,174	\$2,070	\$1,725	\$1,380	\$1,110

A WELCOMING AND CONNECTED ENVIRONMENT, CONTRIBUTING TO A SAFER, MORE RESILIENT COMMUNITY

SAFETY

The Monroe will enhance pedestrian safety with new pathways, crosswalks, and lighting.

Transforming the underutilized site into a well-maintained, community-focused development will address potential issues such as neglect and the likelihood of illegal activities. The Monroe aims to create a positive, secure environment, reducing the need for police intervention and enhancing overall community safety.

The inclusion of well-lit pedestrian pathways, secure building entrances, active public spaces, and CPTED (Crime Prevention Through Environmental Design) will enhance overall safety and deter potential crime while creating welcoming places for residents to connect and increasing passive security. These comprehensive measures will contribute to a safer, more resilient community.

CPTED

Crime Prevention Through Environmental Design (CPTED) principles will be incorporated into this project to enhance safety, reduce crime, and create a welcoming and secure environment for residents and the surrounding neighborhood.

- Natural surveillance will be created by the design of balconies for clear sightlines.
- Unobstructed and defined entrances will be included to discourage unauthorized access.
- Territorial reinforcement with signage and maintained landscaping will be utilized.



The Canterbury Incorporates Principles of CPTED



Resident Garden Boxes at The Aguilera

AGRIWILD®

AGRIWILD® is the proprietary method, unique to Three Sixty, used to create healthy built environments for neighborhoods and communities. This approach considers food sources for animals and humans, site ecology, carbon sequestration, storm water management, habitat creation, and the incorporation of a natural, ‘wild’ element into the neighborhood. These elements combine to create a robust and healthy sense of place for residents and neighbors of the development.

Healthy Built Environments

We focus on creating living spaces that promote the well-being and health of both humans and the natural environment. We integrate thoughtful, nature provoking spaces, promote walkability, and create connecting trails. We offer community gardens with composts and replace sod with prairie gardens and other native landscaping.

Sense of Place

Fitness center and communal spaces for residents to gather and socialize fosters a strong sense of place for our residents.

Site Ecology

Understanding and respecting the existing ecological dynamics and natural features of a site is crucial for sustainable development. We carefully restore or preserve native vegetation and wildlife habitats surrounding our developments.

Storm Water Management

Proper handling of storm water is essential to prevent flooding and water pollution.

AGRIWILD® is an innovative and holistic approach to urban and community planning that aims to create environmentally sustainable and thriving neighborhoods.

Our planning has involved permeable pavements, biofiltration, engineered soil to remove contaminants, native plant ecology, and rain gardens. Three Sixty goes above and beyond city requirements to maximize the prevention of polluting our waterways.

Habitat Creation

Creating habitats for wildlife can help support local biodiversity, which can be disrupted by urban development. We find ways to include wildlife corridors and nesting areas in our developments.

Three Sixty will remediate the current environmental condition and enhance the physical landscape, transforming the existing parking lot into a vibrant mixed-use development that aligns with the growing needs of the Green Bay community. Utilizing the AGRIWILD® approach, we will create a healthy built environment by integrating food sources, site ecology, carbon sequestration, and stormwater management, control runoff and reduce flooding risks.

See Exhibit 1, Three Sixty Sustainability Plan



Prairie Grass for Storm Water Management and Habitat Creation at The Hub on 6th



PRODUCTIVITY

The Monroe will feature high-quality designs and finishes, following Three Sixty's proven history, increasing property value and boosting the existing property tax base. The site is underutilized in its current use as a parking lot. The project will create job opportunities during and after construction. While the specific use of the community space on the first floor is still being determined, we are committed to catering to the needs of the community and complementing existing amenities in the area.

Due to remote work, we have had success in other communities with incubator offices, technology driven meeting spaces, community conference spaces, which we combine with other amenities to create an active sense of place within the new neighborhood. The decision to exclude a retail component was strategic as not to compete with other vacant store fronts in the immediate area. Our goal is to compliment and add value to the downtown community, which can then be a driver in filling vacant store fronts. This economic boost will benefit the community and attract and retain workforce in the downtown area.

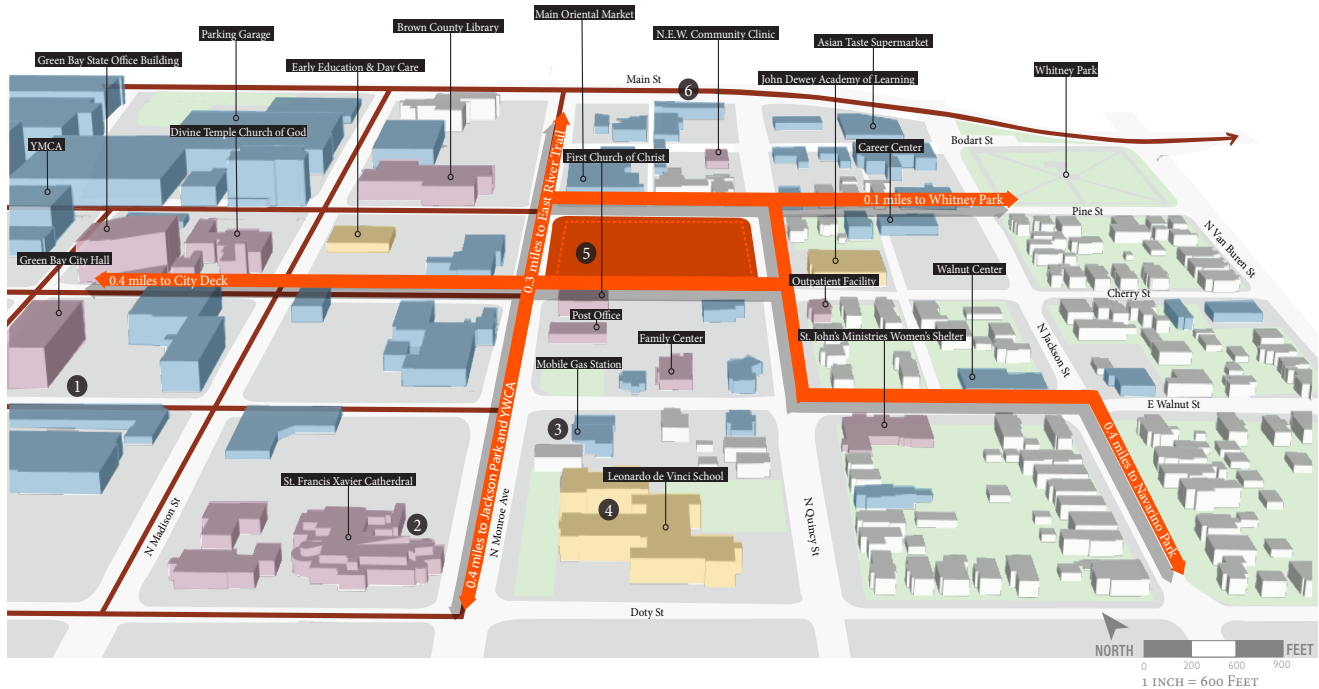
PUBLIC ART

One percent of the overall project budget will be dedicated to public art, enhancing the site and surrounding areas. Our contribution will be incorporated into the project in a variety of ways, such as a potential mural, artistic bike racks, or via public art displays along Monroe Avenue along with a donation to the Green Bay Public Arts Commission.



Downtown La Crosse, WI Property Mural

In collaboration with Downtown Mainstreet Inc. (DMI) and the local arts board, we proudly contributed to the creation of a vibrant mural on the side of one of our Downtown La Crosse, WI buildings. Three Sixty provided the building and partial funding for the artist, showcasing our commitment to supporting public art and enhancing the cultural landscape of the community.



PUBLIC ART



*Removed during development

LEGEND

Civic + Cultural	Area Connectivity
Commercial	Identity Streets
Education	

ISG

200 MONROE STREET

Green Bay, WI - 8/23/2024

ACCESSIBILITY

Positioned along a high-visibility and high-traffic gateway corridor of downtown, The Monroe seeks to compliment existing amenities while providing much needed housing for all individuals. The residential components are intentionally designed to meet the diverse housing needs of the community, offering a variety of unit types from studios and up to three-bedroom residences. This range of options will appeal to a wide array of individuals, ensuring broad appeal.

INNOVATION

The Monroe will feature ample green space, with potential amenities such as a dog run, gazebo with grilling and gathering spaces, sound shell, and garden spaces. These features will provide residents with

opportunities for recreation, relaxation, and community engagement. It will strengthen non-motorized transportation networks.

The Monroe represents a forward-thinking approach to residential living, with the potential to offer residents a range of exclusive private amenities, including a cutting-edge fitness center, activity room, incubator office space, and meeting rooms. Additionally, there are plans to incorporate sustainable features such as solar array roofing and green roof amenities. Aimed at enhancing quality of life and fostering community interaction within a secure setting, The Monroe is poised to set a new benchmark for modern living.



Creating a Cohesive Community with Townhomes and Urban Apartments



SITE PLAN

• SITE PLAN

- Plan View
- Birdseye View

• RESIDENTIAL UNIT MIX PLAN

- 175 residential units
- 54 studio units
- 51 one-bedroom units
- 43 two-bedroom units
- 27 Townhomes
- 1, 2, and 3 bedroom residences

Unit mix subject to change based on market conditions

• PARKING

- 157 parking stalls
- 27 garages

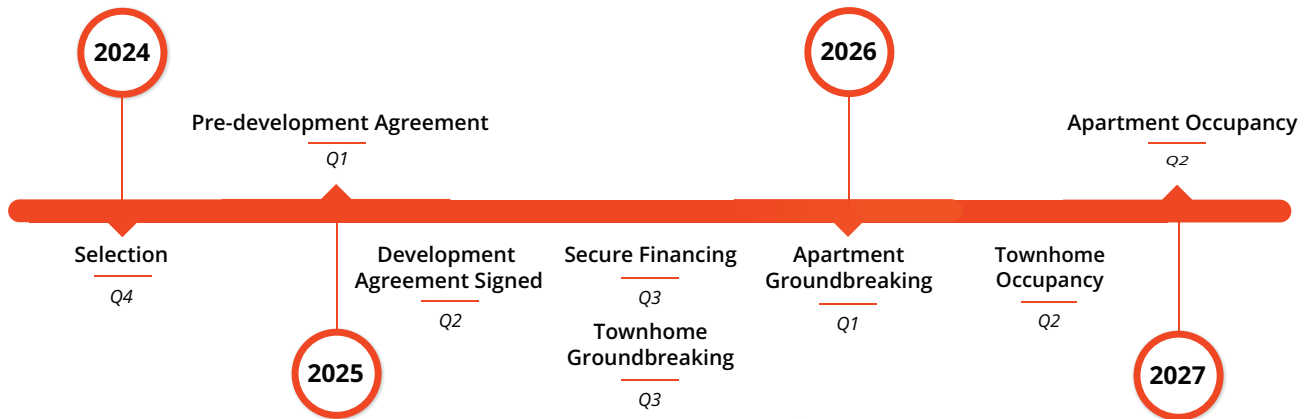
Parking will comply with the City Code through spaces provided both on-site and street.

FORM AND ZONING COMPLIANCE

The building design will comply with D1 zoning requirements, featuring architectural character, articulation, alignment, materials, color, fenestration, modulation, and height as specified. The townhomes will be constructed with a traditional neighborhood style in mind, while the apartment building will have a modern architectural style as depicted in the attached renderings.



PROJECT TIMELINE



INVESTMENT

We estimate that this redevelopment project will significantly boost the local economy by increasing the tax base, with an estimated property value of approximately \$22-27 million upon completion. This substantial rise in property value, coupled with the investment of \$28-32 million in hard construction costs, will contribute to the financial health of the community and support essential public services and infrastructure. The increased tax revenue generated, supported by 12-15% of the total project costs through TIF, will help sustain and enhance the quality of life for residents in the area.

See Exhibit 2: Financial Reference

The increased tax revenue generated by this project will help to sustain and enhance the quality of life for residents in downtown Green Bay.

OUR PARTNERS

Over the past twenty five years in business, we have successfully planned, developed and managed projects of all sizes, ranging from \$35 thousand to \$35 million in investments. Three Sixty was built on the principle to focus on projects that positively impact our team associates, customers, partners, the proposed neighborhood and community. Throughout the years, we have gained trust, respect and partner with those that share the same values and beliefs such as Mettera, LLC and I & S Group Inc (ISG).

.....

METTERA

In 2017, Three Sixty began successfully managing a self-performing construction company which led to the inception of a construction management company named METTERA, LLC. By leveraging unique strengths, Mettera, with Three Sixty, can drive value to a project utilizing a fully integrated construction company with one continuous process in each project from start to finish. The implementation of Mettera produces a high level of accountability of all assets and a deeper knowledge and control of every component of the development. With Mettera on board as a partner, Three Sixty's development team has built-in construction and management expertise in their back pocket and thus a holistic approach to each project. Additionally,



it provides Three Sixty the horsepower and control to efficiently streamline schedules and time-lines to create a product well above industry standards. Mettera believes in partnering with smaller, local contractors, allowing our developments to weave in an important fabric of local community support, respect and ownership.

.....

I & S GROUP INC

True and responsive expertise are qualities that I & S Group Inc, (ISG) brings to the table. These qualities are the foundation on which ISG was built in 1973. Now, they stand as a nationally recognized multidisciplinary design and engineering firm. These multi-disciplinary capabilities and what keep them competitive while innovative specialty services and added-value solutions are what set them apart. Guided by a problem-solving partnership mentality, they seek to propose alternative solutions with positivity and build upon acknowledged ideas/visions while balancing best practices. Whether through contextual engineering, planning, design, or the successful execution of alternative analysis, they seek to listen first and deliver solutions with deep contextual considerations.



OUR TEAM

See Exhibit 3, Three Sixty Corporate Brochure

MARVIN WANDERS

Owner



Marvin and Michelle Wanders began their real estate journey at the University of Wisconsin-La Crosse. Under Three Sixty Real Estate Solutions, LLC, Marvin oversees various ownership entities' day-to-day operations, guiding projects from mixed-use brown-fields to multi-family community repositioning. With a community-centric approach, Marvin drives the team's mission, embodying values of integrity and innovation. Passionate about the built environment's impact on health and community, he leads with a strategic vision toward excellence. In his free time, you usually find Marvin with family, on a bike seat, in the woods, exploring his camper van, or in local neighborhood social spots.

MICHELLE WANDERS

Owner

Michelle plays a key role in both the design and operational aspects of the business. With many years of experience in operations and running Three Sixty, she has an excellent understanding of how to manage and grow the business effectively. She oversees new projects, acquisitions, and asset redevelopment, bringing her expertise in applying for and managing historic tax credit projects. Michelle collaborates closely with project managers and on-site contractors to select interior and exterior materials that enhance the visual appeal of their properties. Her primary goal is to create spaces that seamlessly integrate with their community settings while providing residents with amenity-rich, beautiful homes.



LOUISE OLSON

Chief Financial Officer



Louise ensures the fiscal health and sustainability of our projects. With meticulous attention to detail and strategic financial awareness, Louise optimizes project budgets, secures investments, and maintains financial transparency. Balancing fiscal responsibility with community-focused goals, she ensures our developments thrive economically and contribute meaningfully to neighborhoods. Louise, a La Crosse native, brings over 40 years of accounting experience and leads our accounting department with integrity. Louise enjoys spending time with her family indulging in activities like long country walks, fishing, and hunting.

JEREMY NOVAK

VP of Development

Jeremy leads the strategic planning and execution of our projects, drawing from extensive experience in urban development and community dynamics. His focus on sustainability and community alignment ensures our spaces meet high standards while addressing unique community needs. Since 2005, Jeremy has played pivotal roles at Three Sixty and currently serves as VP of Development, driving growth with a passion for positive stakeholder impact. Outside work, he enjoys spending time with his wife and 3 children traveling and pursuing outdoor adventures, especially on the water in La Crosse or on trails in various places.



KEVIN J. ROOP

General Counsel & Acquisition Specialist



Kevin contributes invaluable legal expertise to our team, focusing on compliance, risk mitigation, and navigating legal complexities to safeguard project integrity. With nearly three decades of experience representing Three Sixty in real estate development, Kevin ensures our initiatives align with legal standards, fostering a secure foundation for our projects. Committed to transparency and ethical conduct, he plays a key role in our mission to operate with integrity. Kevin lives in the Coulee Region with his wife and has five adult children. He finds great fulfillment in his role as a high school tennis coach.

ROGER LUNDSTEN

Partner/Owner Mettera LLC

Roger assists in project site layout and design, developing both preliminary and final construction budgets. His responsibilities include project planning, ensuring effective communication with owners, subcontractors, and material vendors to meet goals and objectives. He oversees contract execution and project scheduling, monitors budgets, and identifies cost-saving opportunities. Roger also manages risk by monitoring worker safety and site control, implementing proactive measures to minimize disruptions. Additionally, he ensures quality control to maintain structural compliance and the execution of the finished product, culminating in the project turnover to the Three Sixty management team.



DAVID VANNUCCHI

Development Analyst



David supports our development team as a development analyst, leveraging his academic background and passion for real estate. He earned his master's degree in real estate in the spring of 2024 and his undergraduate degree in economics in the spring of 2023, both from the University of Wisconsin-Madison. While pursuing his studies, David was actively involved in track and field and cross country, and he remains an avid runner. In his free time, he enjoys reading and spending quality moments with family and friends. David's analytical skills and commitment to excellence drive our projects forward, aligning with our mission to create vibrant, sustainable communities.



THREESIXTY[°]
REAL ESTATE SOLUTIONS, LLC

Plan. Develop. Manage.

THANK YOU!



1243 Badger St. La Crosse, WI 54601
608-782-7368
www.threesixty.bz



August 27th, 2024

RE: 200 Block N. Monroe Ave, Green Bay

To Whom It May Concern:

360 Real Estate Solutions, LLC has been a customer of Citizens State Bank for nearly 20 years, and we have done many significant projects together throughout the state of Wisconsin during this time. As a result of these successful projects and their reputation we hold 360 Real Estate Solutions, LLC and their staff in high regard.

Additionally, the company has all their operating accounts with Citizens State Bank and reflect significant balances. Consequently, we look forward to getting more information regarding the Green Bay project and being part of the required financing. The city of Green Bay couldn't choose a better partner for this redevelopment than 360 Real Estate Solutions, LLC.

Should you have any additional questions, don't hesitate to contact me at 608-785-2265.

Sincerely,

Citizens State Bank

Dennis J. Vogel
President & CEO

Clayton | Eau Claire | La Crosse | Onalaska

    | www.citizensstatebank.us



Three Sixty Sustainability Plan



THREE SIXTY
MARCH 25, 2021



SUSTAINABILITY PLAN

SUSTAINABILITY FOCUSED

Three Sixty Real Estate Solutions, LLC develops real estate for the here and now but with a critical focus on how the project will positively impact the communities we serve for future generations to come.

When it comes to sustainability, it is one thing to say you believe in sustainability; however, it is more complex to incorporate proven practices into each project effectively. Our team at Three Sixty has a proven track record of sustainability. Building healthy communities is who we are and what we do, which cannot be separated from sustainability. We also realize these efforts are integral to the long-term value of our customers, communities, investors, and team members

Managing all our properties with this same practical approach is a priority. We focus on being good stewards of our environment and help connect our residents to nature and the outdoors by thoughtfully integrating spaces, promoting walkability, and creating connecting trails. We offer community gardens with compost bins replace the sod with prairie gardens, bio-filtration areas, and native species landscaping.



Neighborhood Garden Raised Beds at 1243 Badger Street, La Crosse, WI – Aguilera



360 Managed 40 Acre Pollinator Prairie, La Crescent MN



Bio Filtration Plantings with Native Pollinator Plants – 415 North 6th Street, La Crosse, WI 54601 – The Hub

We strive to reduce our carbon footprint by investing in new, energy-efficient technology and sustainability. We utilize environmentally responsible building materials and construction practices. To us, it is more than just having single-stream recycling bins, electric car-charging stations, LED lights, and energy-efficient appliances. We have those, and they are essential, but it is about reducing the carbon footprint throughout each step of every project. We believe there is an environmentally-helpful solution to every need. For example, we have incorporated photothermal and photovoltaic solar into projects to create sustainable energy sources. We implement stormwater management best practices with on-site (and, where necessary underground) stormwater retention, pervious pavement, and biofiltration gardens. We practice this because we believe our developments will impact communities for generations to come.

When it comes to sustainability, very few principles are more important than the impact of the local factor, be it locally sourced materials, locally produced products, local jobs, or supporting fiscally fair job growth! We are committed to using community-based and regional businesses in development. Our corporate vision of sustainability is highly compatible with the community's vision of sustainability.



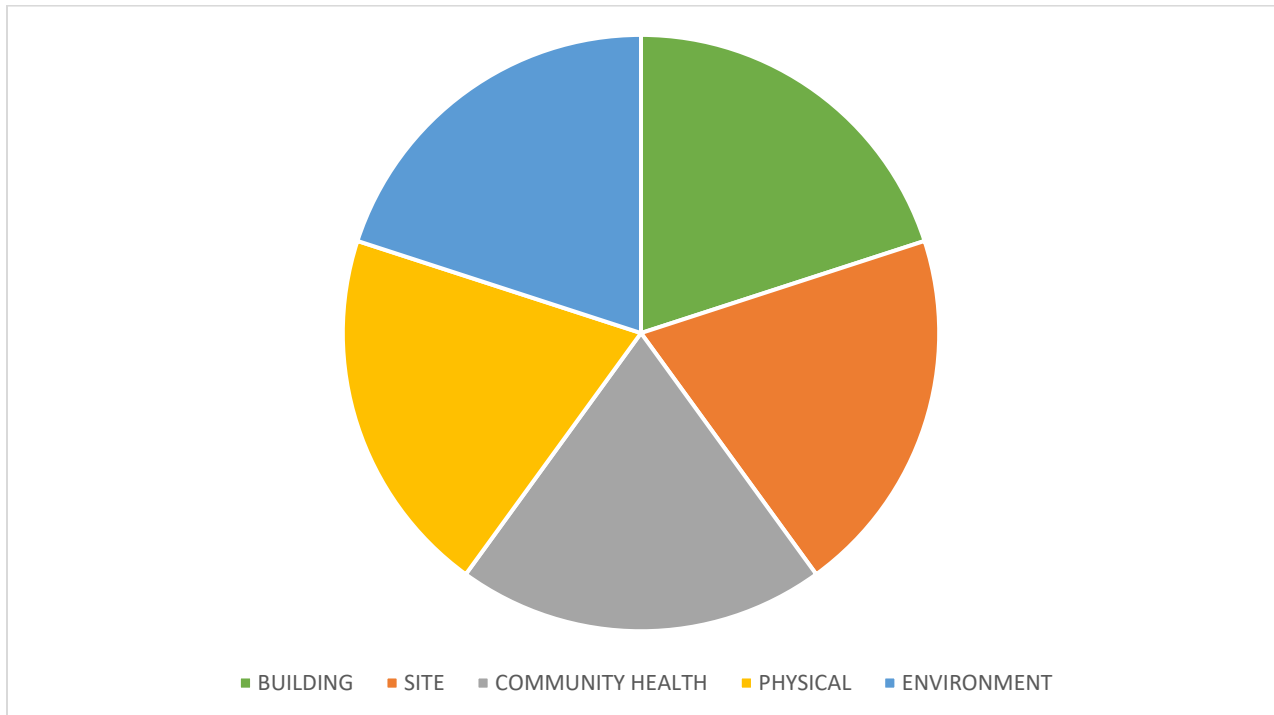
Community Garden – 415 6th St N – La Crosse, WI – The HUB

To effectively work to achieve our goal of maximizing sustainable building and development practices, Three Sixty and its development affiliates/partners will, whenever possible, work to mitigate the project carbon footprint. These practices will increase building efficiency, reduce waste and emissions, and be environmentally responsible. We have several established practices we will implement to varying degrees throughout the design and construction process to accomplish this effort.

THEMATIC APPROACH

We have developed a thematic approach when considering the many facets of sustainable real estate development by utilizing our years of practical experience in sustainable development practices. As a result, we can ensure that the various tasks specific to sustainable development are categorized into five major themes:

- Building (Design & Construction) & Indoor Environment
- Site (Design & Construction) & Outdoor Environment
- Community Health
- Physical
- Environment (At-Large)

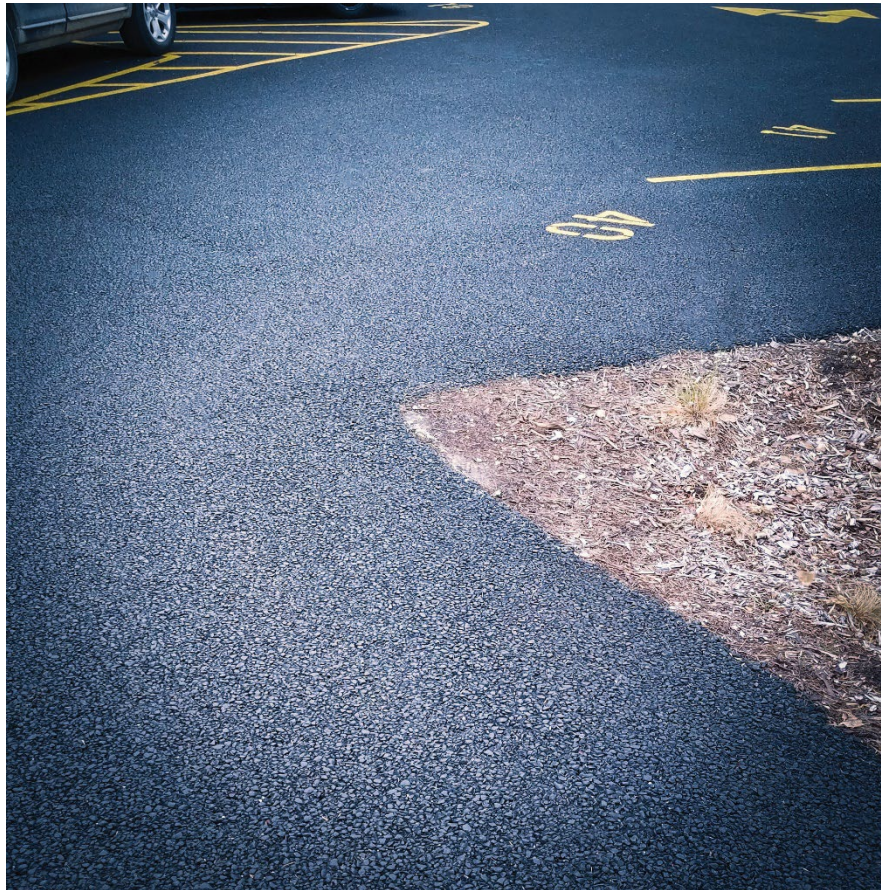


Building (Design & Construction) & Indoor Environment (B)

- Install alternative energy features and practices when economically beneficial. (Site, Environment)
- Design and build tight building envelopes that use best practices for lower energy consumption and increase indoor air quality. (Physical, Environment)
- Utilize sustainable, high-quality materials and energy-efficient designs. (Site, Environment)
- Design buildings that utilize the maximum amount of natural light for creature comfort and reduction in energy needs. (Community Health, Physical, Environment)

Site (Design & Construction) & Outdoor Environment (S)

- Include pervious pavement options in the parking lot/hard surfaces. (Environment)



Pervious Pavement – 507 N 13 St, La Crosse, WI - Aguilera

- Use In-Ground Storm Water Retention. (Environment)



Underground Stormwater Management System 507 N 13 St La Crosse, WI - AGUILERA

- Promote bicycle and pedestrian infrastructure to connect existing trails and paths. (Physical, Community Health, Environment)
- Develop and construct projects that promote and respect the natural habitat and connect people to nature. (Physical, Community Health, Environment)
- Use high-capacity bio-sequestration plantings and design methods to create stormwater retention and management. (Environment)

Community Health (CH)

- We are aware that the built environment dramatically affects the community and individual health. Therefore, our planning focuses on implementing approaches that improve our customers' physical, emotional, and spiritual health.
- Early in our company's history, long before it was popular, we converted all of our Multifamily properties "smoke-free" (Environment, Physical)
- Work to meet the hierarchy of present and future human needs reasonably and sufficiently. (Physical, Site)
- Create pedestrian-focused developments that reduce the reliance on automobiles and encourage health-promoting alternatives.

- Install sidewalk networks to and from the site to promote more pedestrian travel to and from the project, readily available to physically challenged and visually impaired, instead of taking a vehicle across town to other facilities. (Physical, Site, Building)
- Create green spaces that connect people to nature and enhance individual healthy lifestyles. (Site, Environmental, Physical, Building)

Physical (P)

- Minimize reliance upon car use and encourage pedestrian-focused and mass transit alternatives. (Environment, Site)
- Provide infrastructures such as installing bike racks, bike storage areas, and repair stations at specified areas adjacent to or inside each facility to promote bike use. (Physical, Building, Site)



Bike Storage, Wash Station & Repair Station – 415 N 6th St. La Crosse, WI The HUB



Fitness/Community Room – 415 N 6th St. La Crosse, WI - The HUB

Environment (At-Large) (E)

- Create environments that highlight and respect our natural resources and connect people to the natural resources. (Physical, Community Health, Site)
- Landscaping design and construction that uses native plants and edible gardens, providing food sources for people and wildlife. (Site, Community Health, Physical)
- Strive to develop brownfield, grayfield, and infill sites. (Community Health, Site, Building)
- Design, install and maintain raised garden boxes so residents (and neighbors!) can enjoy the benefits of fresh herbs, vegetables, and produce. In three past projects, we converted lawn/grass into community gardens, hired a gardener to maintain the garden, and partnered with the Salvation Army to provide fresh produce to community members. (Community Health, Physical, Site)
- Design and finish the landscape with native plant species that offer a food source for wildlife and people (planting Raspberry bushes instead of Dogwood). The finished landscaping consists of native shrubs, grasses, and trees throughout the project. (Community Health, Physical, Site)



Fruit Trees, edible landscaping beds at 415 North 6th St, La Crosse, WI – THE HUB

- Locally source as many materials as possible, creating economic and environmental sustainability. (Site, Building)
- Replace high carbon products with low or sequestered carbon products. For example, where possible, we will replace steel and wood members. If possible, concrete decking may be replaced with wood decking. (Site, Building)
- Where possible, work to convert fossil fuel-based products to renewable products with less environmental impact. (Site, Building)
- Recycle products and materials by having cardboard and metal recycling dumpsters during the construction process. We will require all Subs to utilize the recycling protocols during the building process. (Site, Building)
- Utilize low-flow water products in the building design. (Site, Building)
- Where possible, use Energy Star Appliances. (Building)
- Do not use any tropical hardwoods in the project unless such products have been approved by the Forest Stewardship Council or verified as sustainability harvested. (Building)
- Use silt fence barriers (recycled if readily available), straw protections, and other mitigating resources from soil and stormwater management during construction. (Site, Building)
- Use deciduous trees throughout the project to help reduce the heat island effect. (Site, Building).

- Use high efficient commercial water heaters with circulating pumps versus a more traditional method of 1 electric water heater per unit. (Building)
- Install ceiling fans in all bedrooms. (Building).
- Ensure HVAC will be a highly efficient heat pump unit with multiple zoned heads and programable thermostats for increased control flexibility. (Buildings)
- We will use LED lighting, Energy Star advanced lighting package (APL), occupancy sensors in common areas, and light color toned interior walls. (Building)
- Concrete construction site forms will be reusable metal forms versus built-in-place wood forms. (Building, Site)
- Fixtures, equipment, site furnishings, and other outdoor structures will utilize low toxicity, sustainable and recycled materials where possible. (Building, Site)
- We will use panelized construction to eliminate waste, energy-efficient, and tightness of building structure. (Building)
- We will use value engineering to reduce product waste, increase energy efficiency, and increase building quality. (Building, Site)
- We will use fiber cement or wood composite siding and brick. (Building, Site).
- When available we will use locally sourced wood products. (Building, Site)
- We will provide composting on-site in the garden beds and eliminate garbage disposals. (Building, Site, Project).
- We will use low VOC adhesive throughout the project.(Building)
- We will continuously educate ourselves and explore opportunities to lessen and offset the carbon footprint of the development project.
- Seek out partners to leverage our collective abilities and expertise to have a greater overall synergistic impact on reducing impact to our environment and climate.
- Carbon sequestration is a process that pulls carbon from the atmosphere and, through natural processes, places it back into the soils. Consider that one acre of Prairie plantings can store one and a half to two tones of carbon on roots/soil per year, depending on the quality and age of the prairie. Which improves water quality, prevents erosion, restores native

species, and increases the biodiversity in the soil. We do our part to save the soil because healthy soil saves our planet. (Building, Site)

***Note: We recently restored (and managed) 48 acres of the previous tilled field into natural pollinator prairie in La Crescent, Minnesota, as a practical example of “walk the walk.” This work was a collaborative partnership with USDA, pheasants forever, MN DNR, and local contractors. The site has now been used for educational purposes by governmental agencies. Resources and links available upon request.**



Former Corn Field – 2019



Native Pollinator Prairie - 2020



Rooftop Solar Panels – 415 N 6th St La Crosse, WI The HUB

- Comprehensive development and management sustainable practices and programs will be considered and efficiently incorporated. One specific goal of this plan is to mitigate climate change and adapt to our changing environment by meeting the Natural Steps for system conditions:
 - Reduce dependence upon fossil fuels extract underground metals and minerals. (Building, Site)
 - Reduce dependence on chemicals and other manufactured substances that can accumulate in nature. (Building, Site)
 - Reduce dependence on activities that harm life-sustaining ecosystems. (Building, Site)



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 15, 2024

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # L.2

To approve the selection of Ayres as the engineering consultant for the Shipyard Phase II park development (October 8, 2024).

BACKGROUND

On August 19th of this year, the City of Green Bay's Parks Department released a Request for Proposals (RFP) for engineering services for Phase II of the Shipyard park development. Phase II will include the construction of a great event lawn, dog park, urban beach with volleyball courts, custom adventure themed playground, fitness court, play fountain, art, signage, site access, and stormwater management. An engineering consultant is required to prepare construction plans for the already developed master plan, written specifications, cost estimates, and construction administration services. The overall project has a budget of \$10,000,000, to include both professional services for engineering and construction. The City has secured a \$5,000,000 grant from the National Parks Service to complete Phase II.

Three qualified engineering firms submitted proposals, which were reviewed and scored by four City staff representing the departments of Public Works, Community and Economic Development, and Parks, Recreation and Forestry. The scoring matrix considered:

- General Experience & Qualifications of the Firm and Key Personnel Assigned to City - 30 points
- Understanding of the work - 25 points
- Price - 25 points
- References - 10 points
- Schedule - 5 points
- Creativity - 5 points

The total scores from the initial review round are presented below along with initial cost estimates:

Consultant	Initial Review Round Total Score	Initial Cost Estimate
Ayres	338	\$1,170,000
SmithGroup	339	\$1,165,765
Stantec	327	\$876,640

Considering the close scores between the top two highest scoring consultants, staff requested those two firms meet with staff and a Redevelopment Authority member to make formal presentations to determine which consultant would receive the recommendation for final selection. The third firm, Stantec, was not considered for the final review round because they rated lowest as a cumulative group in the scoring matrix. Additionally, though Stantec's cost estimate was the lowest, their proposal did not include a custom

playground design in their price, which was requested in the RFP (addendum 2) and indicated by the National Parks Service grant.

After the presentations, the review team unanimously agreed that Ayres should be recommended as the engineering consultant for Shipyard Phase II. If approved for selection, Ayres intends to start work by late October. Their schedule anticipates construction documents to be completed by June 25, 2025, and construction contract award by August 2025.

RECOMMENDATION

Approval to select Ayres as the engineering consultant for the Shipyard Phase II park development.

FISCAL IMPACT

The proposal submitted by Ayres included a cost of \$1,170,000, but may be reduced or increased as part of future change orders to be approved by the RDA/City. The total cost would be included in the previously approved \$10,000,000 budget for Shipyard Phase II. The City has secured a \$5,000,000 grant from National Parks Service for the project. The remaining costs will be covered by TID #22 or future grants.

ATTACHMENTS

1. Ayres Proposal
2. RFP Shipyard Phase II



Shipyard Phase II Development

Engineering Services

AVRES

IN PARTNERSHIP WITH

DESIGNWORKSHOP

City of Green Bay

September 25, 2024



MALONE PARK, NEW BERLIN, WI

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September 25, 2024

DESIGNWORKSHOP

City of Green Bay
Kaurie Mihm, PLA
Parks, Recreation, and Forestry Department
Kaurie.mihm@greenbaywi.gov

Re: Shipyard Phase II Development Engineering Services

Dear Ms. Mihm and Selection Committee,

Traditions are to communities what memories are to individuals. When making both the fiscal and time investment in developing a community space, you are investing in the future health and well-being of your people. You help create a community that builds relationships with neighbors and supports all generations. In short, you are building the physical elements that promote interaction and generate traditions.

We are happy to present this proposal to provide design, bidding, and construction administration services for Phase II of the Shipyard Redevelopment Project. Our team, in partnership with Design Workshop, national experts in park design and creators of Green Bay's Title Town Plaza, has worked with municipalities large and small to prepare park master plans, bidding documents, and provide construction administration. We have a skilled and creative team that can produce a plan that is clear, concise, and ready to implement so that the Shipyard Redevelopment becomes home to many memories for the community of Green Bay.

In our proposal, you will see how we will be able to take this preliminary design and engagement data through to construction. A key part of our process is understanding the specific community user groups and tailoring solutions that reflect their needs and desires. In addition to our approach, the following are what we see as guiding principles that will help us make balanced decisions for this project.

- **Balancing Creativity and Performance:** When we balance creativity and performance, we can develop solutions that will stand the test of time and inspire change. Our team is composed of engineers, designers, construction specialists, and landscape architects. The engineering and construction side will ensure your project performs as intended, while our landscape architects and designers will present innovative solutions you didn't know existed.
- **Journey Mapping for Effective Solutions:** By mapping a user's journey through the park, we can better understand the common pain points someone might face and develop effective solutions. When done correctly, these journeys allow us to design parks that give users the best experience possible by placing program elements and amenities in ideal locations for optimal use. In addition to increased use, we limit the amount of time and money invested in improvements that never get used. We focus your time and money on investments that result in improvements that are meaningful and impactful.

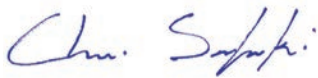
- **Collaboration Drives the Task and Multiplies the Success:** A group of well-informed, well-coordinated individuals can do more than one person alone. This Ayres team has worked through multiple park projects in the past. We believe teamwork helps bring the best ideas forward and is key to accomplishing them in the most efficient process possible. We believe wholeheartedly that the staff at the City of Green Bay and all others who will be involved in the process are part of this team. Where we truly excel is in developing a method for working together to produce a plan we are all proud of.
- **Maintenance Should Not be a Burden:** The success of any design lies in its sustainability, and that means creating spaces the community can realistically maintain over time. As a multidisciplinary engineering firm, we leverage our broad expertise to ensure that every design decision—from tree placement to material selection—balances beauty with practicality. By incorporating familiar materials and designing with efficiency in mind, we reduce the time, effort, and resources needed to maintain park amenities, ensuring the space remains vibrant and functional for years to come.

Thank you for considering our qualifications. Our entire project team is excited about the future improvements at the Shipyard Redevelopment and is eager to team up with the City of Green Bay to make the project a success.

If you have any questions, please do not hesitate to contact any of us.

Sincerely,

Ayres Associates Inc



Chris Silewski, PLA
Ayres Project Manager/Landscape Architect
Cell: 303.945.6732
SilewskiC@AyresAssociates.com



Jim MacRae, PLA, LEED AP
Design Workshop Principal
Cell: 303.349.7194
jmacrae@designworkshop.com



Craig Schuh, PE
Ayres Construction Project Manager/Manager-Engineering Services
Cell: 920.366.0970
SchuhC@AyresAssociates.com



Firm Information

Founded in 1959, Ayres Associates Inc. is an **employee-owned C corporation** of approximately 400 innovative problem-solvers nationwide. We stand with integrity behind thousands of projects that strengthen communities and our country's infrastructure, economy, and environment.



Park Design and Implementation Studio

Leveraging an extensive reservoir of project expertise, our team excels in crafting not only comprehensive parks and recreation master plans but also dynamic area-wide master plans. Our forte extends to parks and recreation facilities design, coupled with specialized studies that set the stage for transformative impact.

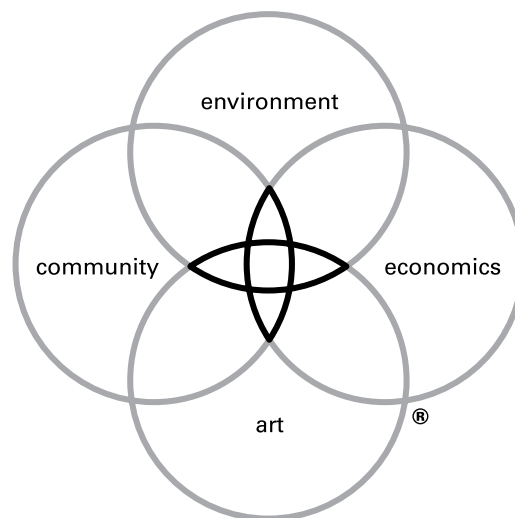
At the heart of our approach is the integration of in-house multidisciplinary perspectives. Our team is made up of community planners, landscape architects, public engagement specialists, environmentalists and economic experts. This diverse synergy ensures that your plans and studies are not only robust but also primed for seamless implementation. Augmenting our capabilities are in-house geospatial services and 3-D visualization professionals who breathe life into ideas, catering to a spectrum of audiences.

Our success is measured not just in plans but in tangible outcomes. Our keen focus on practical implementation has translated into exceptional park projects from welcome centers, to student plazas, athletic fields and complexes, to commencement gathering spaces, and successful referendum graphic illustrations. Embracing a collaborative planning ethos, we actively engage with local staff, specialists, stakeholders, and residents. Join us in sculpting a future where implementable reports, dynamic community engagement, and impactful ideas converge to redefine possibilities.



Design Workshop is an international design studio integrating landscape architecture, urban design, economics and engagement. Since the first “Workshop” in 1969, the firm continues to innovate with each generation; leading clients through changing economic and environmental conditions impacting their communities.

As our cities become more urbanized, the demands for equitable public space increases. Design Workshop understands this, which is why they establish urban frameworks to support economic prosperity, social connections, and timeless beauty. Their designs incorporate layered experiences in flexible spaces – city parks that can host community events, accommodate pick-up soccer and harvest rainwater; streets that are lively ribbons of commerce and green infrastructure systems; plazas that feel as comfortable to a group of friends as a large gathering – these high-performance landscapes are economically vibrant, environmentally restorative, and culturally rich.



DW LEGACY DESIGN®

Legacy Design is the defining element of our practice. It is our commitment to an elevated level of design inquiry to arrive at the optimal solutions for clients. The process ensures that our projects reflect the critical issues facing the built environment and that they deliver measurable benefit to clients and communities.

It is the foundation of the firm’s workshop culture and guides all projects.

DESIGNWORKSHOP
www.designworkshop.com



KEY PERSONNEL

Key Personnel

We strongly believe that teamwork and open communication helps make every project better. The team we have assembled below includes engineers, landscape architects, designers, and project managers. The entire project team has already started discussions about this project. This dialogue lays the groundwork for long-lasting relationships that lead to an entire project team who understands their role and, equally importantly, understands everyone else's role. While we hope you can meet most of our team members, **Chris Silewski, PLA**, and **Craig Schuh, PE**, will be your primary contacts. They will attend meetings, schedule work, monitor progress and budgets, and see that the project is completed on time and meets expectations. To get a better understanding of each team member's previous experience and role on this project, please see their resumes on the following pages.

AYRES

DESIGN WORKSHOP





Chris Silewski, PLA

Project Manager / Landscape Architect

Chris is a seasoned senior landscape architect with extensive expertise in parks and recreation. Serving as the project manager and design lead within Ayres' landscape architecture group, Chris infuses the design process with creativity and thoughtfulness, guiding projects from conception to construction. With almost two decades of experience, he specializes in crafting dynamic, site-specific designs that captivate the public's imagination and sees projects through to implementation.

Chris is recognized as a leader in human-centered design, prioritizing community outreach, user experience, local typology, art, ecology, and regional design in his approach. His commitment to creating destination-specific environments ensures that each project resonates with its intended audience. Through his engaging design process, Chris fosters meaningful connections between people and their environments, leaving a lasting impact on communities.

Total Experience

17 Years

Registrations

Professional Landscape Architect, WI, MN, FL

Education

BS, Environmental Design, North Dakota State University

BLA, Landscape Architecture, North Dakota State University

Memberships

American Society of Landscape Architects, Treasurer

Wisconsin Parks and Recreation Association

Select Experience

- River Prairie Development, Altoona, WI
- Wick Playfield, Milwaukee, WI
- Emigh Playfield, Milwaukee, WI
- Echo Lake Park Master Planning, Burlington, WI
- WDNR - Peninsula State Park Eagle Tower Concept Design, Door County, WI
- Jones Park Development, Town of Algoma, WI
- Erickson Park Improvements, Chippewa Falls, WI
- Harbor View Plaza, Milwaukee, WI
- Boyd Park Master Plan, Eau Claire, WI
- Malone Park Design, New Berlin, WI
- Lincoln Park North Pond Playground, Chicago, IL
- Irvine Park Flag Hill, Chippewa Falls, WI
- L.E. Phillips Library Site Design, Eau Claire, WI
- Westlawn Revitalization Phase 2, Milwaukee, WI
- Park Master Plan, Star Prairie, WI
- Eau Claire County Parks Master Plan, Eau Claire, WI
- Carson Park Stadium and Bleacher Improvements, Eau Claire, WI
- Mary Fitz Park Master Plan, Eau Claire County, WI

As a seasoned senior landscape architect with extensive expertise in parks and recreation, Chris will serve as Project Manager and Primary Point of Contact.



Design Workshop

Education

Master of Urban Design, University of Colorado, Denver

Bachelor of Science, Landscape Architecture, Cal Poly, San Luis Obispo, California

Licensure and Certifications

Registered Landscape Architect:
Colorado #554; California #2972; Texas #2597; Arizona #48758; Province of Alberta #307

LEED® Accredited Professional

Council of Landscape Architectural Registration Boards (CLARB)

Professional Affiliations

American Society of Landscape Architects (ASLA)

International Council of Shopping Centers

Recent Awards and Honors

ASLA Colorado Chapter Planning and Urban Design Merit Award - Cadence, Henderson, Nevada

ASLA Colorado Chapter Design Merit Award - Gardens on El Paseo, Palm Desert, California

Publications

"New Development Elevates Residential Green Standards," Houston Business Journal

Jim MacRae PLA, LEED® AP

PRINCIPAL

Jim is passionate about designing places that honor nature, people, and culture. His career has taken him across the globe, from North America, Asia, and the Middle East, and these professional experiences have sharpened his technical capacity and his appreciation for working in diverse natural and urban environments. For three decades, he has led the planning and design of many notable mixed-use projects in the United States.

He has broad expertise, but is best known for his planning and design of thoughtful urban environments, including transit-oriented and mixed-use districts, commercial corridors and streetscapes, urban parks and plazas, workspaces as well as sustainable new communities.

Select Project Experience

Two Rivers Park – Des Moines, IA

Design Workshop was the lead designer of 6-acre riverfront park that provides a range of park amenities such as adventure playground, skating ribbon, amphitheater, sledding hill, educational center and community gathering. Anchoring the new Market District, Two Rivers Park will be the urban park for the east village in downtown Des Moines.

Riverfront Park – Denver, CO

Design Workshop master planned and designed a 600-acre redevelopment district in downtown Denver and adjacent to the Platte River. Riverfront Park led to connecting downtown to the river and catalyzed over \$3.8 billion dollars of redevelopment in and around the district, including the restoration of Union Station, the iconic rail station in Denver. Because of its positive impact on the city and community, Riverfront is recognized as a leading model for urban redevelopment in the U.S.

Domain Central Park – Austin, TX

As part of big mixed-use district, Design Workshop designed the 1-acre central park as a green oasis in the heart of the Domain project. The park is anchored by a major public art piece that was conceptualized by Design Workshop but ultimately designed and fabricated by artist.



Craig Schuh, PE

Construction Project Manager / Civil Engineer

Craig joined Ayres in 1999 and manages engineering services provided out of the Green Bay area office. As a municipal engineer, he is responsible for managing and designing municipal and site civil projects; assisting transportation engineers with stormwater design; preparing earthwork computations; assisting in CADD development of plans, maps, and projects; and preparing plans, specifications, and bidding documents. Craig communicates directly with clients, regulatory agencies, contractors, and subconsultants. He assists with proposal writing, presentations, and project estimating. In his role as a resident construction engineer, he is responsible for construction administration and construction observation; supervision of construction staff; and enforcement of company safety policies.

Here is how Steve Gering, former assistant director of facilities for the University of Wisconsin-Green Bay, described Craig's work on the Driveway Pavement Replacement project in the student housing area: "The project went extremely well. ... I just want to thank you again on the super work you did on the specs and prints. The project went smoothly due to accurate and well-planned documents that you and your group provided."

Total Experience

25 Years

Registrations

Registered Professional Engineer, WI

Education

BS, Civil Engineering, University of Wisconsin-Platteville

Memberships

Wisconsin Wastewater Operators' Association

Lake Area Public Works Association

American Public Works Association

Select Experience

- WDNR - Peninsula State Park Eagle Tower Concept Design, Door County, WI
- River Prairie Playspace, Altoona, WI
- Echo Lake Master Plan, Burlington, WI
- Harbor View Plaza Redevelopment, Milwaukee, WI
- Menekaunee Harbor Restoration, Marinette, WI
- City Park East Splash Pad Design and Construction, Antigo, WI
- Torpy Park ADA Trails Project, Minocqua, WI
- L.E. Phillips Library Site Design, Eau Claire, WI
- Menomonie Public Library Site Design, Menomonie, WI
- Wick Playfield, Milwaukee, WI
- Emigh Playfield, Milwaukee, WI
- Fritsch Park Redevelopment, Menasha, WI
- River Wall and Park Improvements, Kewaunee, WI
- Sunset Park Connection to Fox River Trail, Allouez, WI
- Jones Park Development, Town of Algoma, WI
- Memorial Park Splash Pad, Shawano, WI

Craig, a seasoned municipal engineer, excels in managing civil projects with smooth execution through meticulous planning and coordination.



Trace Hubbard, PE

Stormwater Management / Civil Engineer

Trace joined Ayres' engineering services staff full-time in 2015, bringing experience in the inspection of water main, sanitary sewer, and storm sewer installation. His duties with Ayres include a variety of municipal engineering design and construction phase tasks. Design tasks include infrastructure plan design development, technical specification development, quantity calculations, cost estimates, construction observation, and Civil 3D operation. Construction phase tasks include on-site observation and construction contract administration.

Total Experience

9 Years

Registrations

Registered Professional Engineer, WI

Education

BS, Civil Engineering, Michigan Technological University

Select Experience

- The Preserve 3 Inspection, Green Bay, WI
- Hillcrest Drive and Haven Place Reconstruction, Green Bay, WI
- City Park East Splash Pad Design and Construction, Antigo, WI
- Marsh Park Site Planning and Design, Sheboygan County, WI
- Torpy Park Sanitary Sewer Improvements, Minocqua, WI
- Washington Park - Construction Administration, Neenah, WI
- River Wall and Park Improvements, Kewaunee, WI
- Community Park - Natural Way Planning, Winnebago County, WI
- Sunset Bike Trail Repairs, Peninsula State Park, Door County, WI
- Jones Park Development, Town of Algoma, WI
- Green Isle Park Roadway/Longview Trail, Allouez, WI
- Torpy Park ADA Trails Project, Minocqua, WI
- Menekaunee Harbor Restoration, Marinette, WI
- Mike McCarthy Way Parking Lot Concepts, Ashwaubenon, WI
- UW-Green Bay Housing Parking Lot Reconstruction, Green Bay, WI
- Kohler-Andrae State Park Parking Lot and Entrance Road Improvements, Sheboygan, WI
- UW-Green Bay Shoreline Revetment, Communiversity Park, Green Bay, WI

Trace is a skilled municipal engineer in infrastructure design, cost estimation, and construction management.



Adam Schneider, PE

Urban Water / Water Resources Engineer

Adam manages and contributes to a variety of water resources projects. His responsibilities include performing hydraulic and hydrologic computations and providing design for hydraulic structures. He has led and managed projects for federal, state, and local clients.

Adam has led numerous hydrology updates for dams in support of Federal Energy Regulatory Commission (FERC) and state relicensing. This includes Oroville Dam in California, which has been subject to a complete reassessment after its well-publicized spillway failure in 2017. Adam prides himself on seamless communications with clients and regulators throughout a project's duration to keep them on schedule and on budget.

Adam's technical strengths include:

- Hydraulic structure design
- Embankment and filter design
- Watershed modeling
- Dam removal design
- Reservoir system modeling
- Hydraulic modeling
- Flood flow-frequency analysis
- Contract documents
- Construction administration and observation

Select Experience

- Echo Lake Dam Modification and Park Improvements, Burlington, WI
- Echo Lake Park Master Planning, Burlington, WI
- Marsh Dam Replacement & Construction, Sheboygan County, WI
- Pigeon River Stabilization, Sheboygan, WI
- Hingham Dam Feasibility Study & Spillway Improvements, Sheboygan County, WI
- Echo Lake Dam Pre-Dredging Study, 2021 ORIP Inspection, Spillway Feasibility Study, Burlington, WI
- Waldo Dam 2020 ORIP Inspection, Waldo, WI
- Hemlock Dam Repair, Sauk County, WI
- Hydro Left Detached Dike Stability and Improvements, Tomahawk, WI
- Miller Dam Sluice Gate Replacement, Taylor County, WI
- Dam 12 Removal, Clark County, WI

Adam brings expertise in hydraulic computations and managing high-profile projects.

Total Experience

18 Years

Registrations

Registered Professional Engineer, WI, CA, MI, MN, MO

Education

MS, Civil Engineering, University of California-Davis

BS, Civil and Environmental Engineering, University of Wisconsin-Madison

Memberships

Association of State Dam Safety Officials (ASDSO)

Training

ASDSO Embankment Seepage

ASDSO Concrete Construction

ASDSO Construction Dewatering

ASDSO Spillway Gate Repairs



Thomas Ramsey, PLA

Construction Document Manager / Landscape Architect

Thomas is the driving force behind Ayres' sports and recreation sector, specializing in athletic facilities such as baseball and softball fields, pickleball courts, football fields, and multi-use sports complexes. Since joining the team in 2015 as a landscape designer and subsequently becoming a licensed landscape architect, Thomas has spearheaded numerous projects as the lead sports and recreation expert. As a dedicated project manager, he not only oversees the development of project deliverables but also cultivates strong client relationships through a collaborative approach to project execution.

With meticulous attention to detail and his strong grasp of the technical aspects of landscape architecture, Thomas excels at crafting exceptional construction document sets. He possesses a unique ability to dissect complex challenges into easily digestible components, employing a storytelling approach that engages stakeholders and fosters understanding. Thomas's expertise extends across various domains, including urban design, park planning, master planning, site analysis, and construction detailing. Leveraging his advanced computer skills, he enhances the team's focus on delivering top-tier presentation graphics, computer renderings, and graphic visualizations, all of which play a vital role in effectively communicating design concepts to clients.

Total Experience

9 Years

Registrations

Professional Landscape Architect, WI, IL, MO

Education

BS, Landscape Architecture, University of Wisconsin-Madison

BS, Environmental Studies, University of Wisconsin-Madison

Memberships

American Society of Landscape Architects

Wisconsin Parks and Recreation Association

Select Experience

- River Prairie Development, Altoona, WI
- Echo Lake Park Master Planning, Burlington, WI
- Erickson Park Improvements, Chippewa Falls, WI
- Boyd Park Master Plan, Eau Claire, WI
- Malone Park Design, New Berlin, WI
- Lake Altoona County Park Master Plan, Altoona, WI
- Honey Lake Rehabilitation and Protection District Dam Repairs, Honey Lake District, Burlington, WI
- City Park East Splash Pad Design and Construction, Antigo, WI
- Menekaunee Harbor Restoration, Marinette, WI
- Lincoln Park North Pond Playground, Chicago, IL
- Irvine Park Flag Hill, Chippewa Falls, WI
- WDNR - Peninsula State Park Eagle Tower Concept Design, Door County, WI
- Buchner Park Pool Design and Construction, Waukesha, WI

As a skilled landscape architect with a focus on sports and athletics, Thomas brings valuable expertise to the project.



Paige Bernhardt, PLA, CPSI

Park Designer / Landscape Architect

With a keen focus on designing for activity, Paige seamlessly integrates elements that promote physical movement, imaginative play, and social interaction. Her holistic approach considers not only the aesthetic appeal of the playground but also its functionality and ability to accommodate diverse abilities and interests.

Paige's expertise extends beyond conventional playground design as she prioritizes contextual integration and accessibility. By carefully analyzing the surrounding environment and understanding the unique needs of the community, she ensures that each playground harmonizes with its surroundings while offering safe and stimulating experiences for all. Whether it's incorporating natural elements, integrating sustainable features, or implementing universal design principles, Paige consistently strives to create spaces that foster joy, connection, and exploration for everyone who visits.

Total Experience

4 Years

Registrations

Professional Landscape Architect, WI

Certified Playground Safety Inspector (CPSI)

Education

BS, Landscape Architecture, University of Wisconsin-Madison

BS, Geography, University of Wisconsin-Madison

BS, Environmental Studies, University of Wisconsin-Madison

Memberships

American Society of Landscape Architects, Member-at-Large (WI ASLA)

Select Experience

- Wick Playfield, Milwaukee, WI
- Emigh Playfield, Milwaukee, WI
- Echo Lake Park Master Planning, Burlington, WI
- West Allis Foundry District, West Allis, WI
- Eau Claire County Parks Master Plan, Eau Claire, WI
- Fish Creek Waterfront Park, Town of Gibraltar, WI
- Fort Littlegreen Master Plan, Stoughton, WI
- Flag Hill Phase 2, Chippewa Falls, WI
- Trempealeau Community Park, Trempealeau, WI
- Sister Bay Facilities Study, Sister Bay, WI
- Crescent City Master Plan, Crescent City, FL
- Hopkins Park Master Plan, St. Cloud, FL
- City Park East Splash Pad Design and Construction, Antigo, WI
- Westlawn Revitalization Phase 2, Milwaukee, WI
- Torpy Park ADA Trails Project, Minocqua, WI
- Sauk Valley Community College West Mall Student Plaza, Dixon, IL
- ECWRPC-Small Business and Community Technical Assistance Program, Multiple Counties, WI

Paige is a landscape architect with a passion for creating dynamic and inclusive playgrounds that engage users of all ages and abilities.



David Delfosse, AIA, NCARB, LEED AP Parks Facility Building / Architect

David brings to clients' projects a diverse background in architecture, engineering, sustainable design, construction management, and energy and renewable technology. He's a natural leader and innovator with strong interpersonal and communication skills. He's applied his creativity and problem-solving abilities to deliver responsive designs on commercial, healthcare, senior living, industrial, education, energy, hospitality, and municipal buildings and facilities.

Total Experience

25 Years

Registrations

Registered Architect, WI, MN,
MI, IL, OK, TN, WY, FL

Education

MArch, Structural Engineering
Emphasis, University of Illinois
at Urbana-Champaign

BS, Architectural Studies,
University of Wisconsin-
Milwaukee

David's many specializations include master planning, design management, quality and cost control, sustainable and energy efficient building design, multi-trade design solutions promoting off-site construction, modular building design including componentized building elements, and incorporation of renewable energy systems and technology into building designs.

Select Experience

- The Sonnentag (County Materials Complex) - Project/Agency Coordination, Eau Claire, WI
- Hockey Facility Conceptual Design, Altoona, WI
- Fox Cities (Timber Rattler) Baseball Stadium - Renovation & Additions - Appleton, WI*
- Gibraltar Area Schools – Phase 1, 2 and 3 Additions & Renovations – Fish Creek, WI (included gymnasium and athletic field upgrades)*
- Chilton High School – New Building – Chilton, WI (included new gymnasium and athletic fields)
- Oconto Falls High School & Elementary School – Additions & Renovation – Oconto Falls, WI (included gymnasium and athletic field upgrades)
- Abrams Elementary School – Additions & Renovation – Abrams, WI (included gymnasium upgrades)
- Marinette County Courthouse Renovation, Marinette, WI
- Brillion Iron Works, Brillion, WI
- Marinette City Hall & Police Department Feasibility Study, Marinette, WI

**previous experience*

David leverages his diverse expertise in architecture, engineering, and sustainable design to deliver innovative, energy-efficient solutions across various sectors.



Licia Oligmueller, PE, LEED AP BD+C Mechanical & Plumbing Engineer

Licia is celebrated by her colleagues and clients for her innovative thinking and unwavering commitment to service. As a key member of our team, she brings extensive experience in mechanical engineering, particularly in designing and analyzing systems such as HVAC, controls, and plumbing/piping. Licia has consistently delivered exceptional service to clients across various sectors, including commercial, government, education, and notably, parks and recreation. Her expertise has significantly contributed to creating safe, efficient, and enjoyable recreational spaces for communities.

Total Experience

20 Years

Registrations

Registered Professional Engineer, WI, MN, CT, DC, DE, MA, MD, ME, NH, NJ, OH, PA, RI, VA, VT

Certifications

Leadership in Energy and Environmental Design
Accredited Professional Building Design + Construction

Education

BS, Mechanical Engineering,
North Dakota State University

Select Experience

- City Park East Splash Pad Design and Construction, Antigo, WI
- Wick Playfield, Milwaukee, WI
- Emigh Playfield, Milwaukee, WI
- Malone Park Design, New Berlin, WI
- DNR Lake Vermillion State Park Campground Buildings, Soudan, MN
- YMCA King Leadership Center Camp St. Croix, Hudson, WI
- Hazelwood Food + Drink St, Louis Park, MN
- St. Luke's Sports & Event Center, Proctor, MN
- Habitat for Humanity Office (LEED), St. Paul, MN
- Camp Ripley Education Complex Addition, Little Falls, MN
- Gander Mountain (Multiple Locations), Nationwide
- CoE MOB Barracks, Ft. McCoy, WI
- City of Minneapolis Impound Lot Improvements, Minneapolis, MN
- Dakota County Galaxie Library Renovation, Apple Valley, MN
- Fergus Falls Public Library Design, Fergus Falls, MN
- Zero Waste Anaerobic Digestion & Compost Facility, San Jose, CA St. Luke's Sports & Event Center, Proctor, MN
- YMCA King Leadership Center Camp St. Croix, Hudson, WI
- Hill Farms Condominiums, North Oaks, MN
- Chipotle, multiple locations across US

Licia will bring two decades of experience, enriched by diverse challenges in a variety of projects



Lyssa Goranson, LEED AP BD+C

Electrical Engineering

Lyssa is an electrical designer and project manager for a diverse range of projects from parks and recreation areas to retail, commercial, industrial, and institutional. Her responsibilities include the design of electrical power systems, interior and exterior lighting, fire protection systems, load calculations, arc flash studies, fault current analysis, low voltage systems design, LEED and B3, and audio/visual and data systems. She excels at maintaining existing and new client relationships. Her experience as an electrical designer helps her to understand both the big picture and the details that typify complex projects.

Total Experience

24 Years

Certifications

Leadership in Energy and Environmental Design
Accredited Professional Building Design + Construction

Education

AS, Applied Science-Electrical Construction Design and Mgmt,
Dunwoody Technical Institute-
Minneapolis

Select Experience

- Wick Playfield, Milwaukee, WI
- Emigh Playfield, Milwaukee, WI
- Barker's Island Dock Rehabilitation, Superior, WI
- Barker's Island Electrical Infrastructure, Superior, WI
- UMD Glensheen Electrical Projects, Duluth, MN
- DECC Dock Wall Rehabilitation, Duluth, MN
- Trempealeau Community Park, Trempealeau, WI
- Minocqua Torpy Park & ADA Trails Improvements, Minocqua, WI
- City Hall Grounds, 3rd, & 4th Floor Remodel, Duluth, MN
- Harbor Plaza, Duluth, MN
- Minnesota Discovery Center Ponds Rehab, Chrisholm, MN
- Safe Haven Shelter and Resource Center, Duluth, MN
- MPRB Phillips Rec Center Spark'd Studio, Minneapolis, MN
- Bottineau Park, Minneapolis, MN
- St. Louis County Historic Depot Great Hall Relighting, MN
- Hat Point Ferry Terminal, Grand Portage, MN
- AICHO Shelter, Duluth, MN

Lyssa's experience as an electrical designer helps her to understand both the big picture and the details that typify complex projects.



Lisa Fugett

Grant Specialist

Lisa joined Ayres in November 2023, bringing 12 years of previous professional experience to her work securing grants from state and federal agencies and private sources. Her work includes maintaining regular contact with the staff of funding agencies and strategically planning among Ayres staff to zero in on clients' funding needs and opportunities. Lisa is experienced in securing grant funding, executing marketing campaigns, and using data analysis and workflow improvements to raise efficiency and cut costs.

Lisa leads grant proposal efforts and works with key staff to develop and implement grant strategies to assist new and existing clients with securing funding for their projects. She is a team leader who specializes in strategic communication and change management.

Total Experience

12 Years

Education

MBA, Business Administration,
Western Governors University,

Certificate of Professional Grant
Writing, University of Wisconsin-
Eau Claire

BS, Marketing, Illinois State
University

Select Experience

- ATIIP Planning Grant, Eau Claire, WI
- EDA Grant Administration, Marinette, WI
- WisDOT TEA Grant Administration, Marinette, WI
- RAISE Grant Application (Main/ Wells/Stephenson), Marinette, WI
- Public Library Flexible Facilities Program Grant, Colfax, WI
- RCE Planning Grant Application, Wisconsin Rapids, WI
- Strategic Grant Research & Grant Writing for 2024 SS4A Application, Greenwood Village, CO
- National Park Service - Save America's Treasures - Grant Writing Carson Park Stadium, Eau Claire, WI
- Field Engineering & Grant Administration - PFAs Treatment Facility, Eau Claire, WI
- WWTP Evaluation, Phillips, WI
- 2nd Street Reconstruction, Hayward, WI
- 2023 Street & Utility Improvements, Medford, WI
- STH 13 Watermain Replacement, Colby, WI
- WWTP Facility, Prentice, WI
- STH 13 Water & Sewer, Mellen, WI

Lisa is a grant specialist with 12 years of experience, excelling in securing funding, strategic communication, and change management.



Education

California State University, Long Beach
Bachelor of Fine Arts, Interior Design

Licensure and Certifications

International Association of Lighting Designers (IALD)

Illuminating Engineering Society (IES)

Professional Affiliations

IALD / New York Chapter, Co-Chair
2018

IES / Los Angeles Chapter, Board
Member, Co-Chair Lumen West
Awards 2017

Instructor / California State University,
Long Beach 2023, 2024

Instructor / Santa Monica College,
2024

Kristine Paterno

LIGHTING DESIGNER

Kristine comes to Design Workshop with an eight year pedigree in lighting, having worked for influential lighting design firms PBQA in Los Angeles and Tillotson Design Associates in NYC before joining the Workshop's Lighting Studio. Creativity, craftsmanship and outstanding organizational skills characterize her lighting work, while her friendliness and ease with collaboration have cemented her place with peers and clients alike. Kristine's experience includes illumination for interiors and architecture, but she now focuses on revealing Design Workshop's dynamic landscapes and streetscapes with light!

Select Project Experience

Oak Park Avenue Streetscape – Oak Park, IL

Lighting design team Project Manager for the Hemingway District's Oak Park Avenue streetscape improvements. - *Project Currently in Production*

A Street – Bentonville, AR

Lighting design team's Project Manager for this significant conversion of a commercial thoroughfare into a landscaped and art laden pedestrian way.

River to Range Park & Porter Rockwell Blvd. – Draper, UT

Lighting Design Lead and Project Manager for the new District's large park, primary commercial boulevard and surrounding streetscapes.

District Plaza (Jones Plaza) & Streetscape – Centennial, CO

Lighting Design Lead and Project Manager for a new public plaza and its supporting arterial elements.

Liebe Residence – Los Angeles, CA

Lighting Design Team's Project Manager for DW's reworking of this mature and complex landscape in the Hollywood hills.



Design Workshop

Education

Bachelor of Arts in Applied Arts and Sciences with Emphasis in Graphic Arts and Minor in Psychology; San Diego State University

Professional Affiliations

Society for Experiential Graphic Design (SEGD)

American Institute of Graphic Arts (AIGA)

Years of Experience

20

Expertise

Brand Identity, Design Fabrication, Wayfinding Guidelines and Planning, Environmental Graphic Design, Wayfinding, Placemaking, Interpretive Design, Experiential Strategy

Recent Awards

"Virginia Plan of the Year" Fairfax County Parks, Recreation and Open Space Plan

Jason Toussaint

BRANDING & ENVIRONMENTAL GRAPHIC DESIGNER

Jason combines a design background with 20 years of fabrication and installation experience to offer clients a unique perspective based on industry knowledge. At all scales, he delivers from design concepts to project management. Jason enjoys reframing the challenges of every project as opportunities to deliver functional, beautiful, and effective environmental graphics and wayfinding. He knows that every piece of the project is equally important because upon completion the whole of the project is built on those individual pieces.

Select Project Experience

Frisco Northwest Regional Park and Trails – Frisco, TX Tasked with integrating a unique ecological setting with miles of volunteer-built mountain biking trails and a range of new programming to bring the parks to life. Native gardens, playgrounds, and a large bike park are just a sampling of the elements that an array of new trails and paths wind through and connect. The EGD team is designing the placemaking elements, wayfinding, and the interpretive signage throughout.

Bentonville Quilt of Parks—Bentonville, AR As part of the new heart of Bentonville, the Quilt of Parks will unify the town and maintain its center, while encouraging play and exploration. The wayfinding and interpretive signage will serve to help locals and visitors alike navigate and discover the past and future of this great city.

Metzler Family Open Space– Castle Rock, CO A new system of trails in central CO requires a sophisticated signage system that introduces a brand, provides the visitor with comprehensive wayfinding, and presents this information in an aesthetically attractive package that honors the donor who provided the land. In addition to beautifully connecting to the flora and fauna, the system is designed to withstand the elements for years to come and provide updatable components to allow it to adapt and change with the space.



SIMILAR PROJECTS & REFERENCES

Past Performance

Our track record in executing park designs and construction management speaks volumes about our commitment to excellence. From impeccable cost control measures to ensuring top-notch quality in our work, and unwavering compliance with schedules, we have consistently exceeded expectations. While our past performance stands as a testament to our capabilities, the true essence of our success lies in the voices of our clients. Their testimonials provide the most compelling affirmation of our unparalleled dedication to delivering outstanding results.



"The Ayres team excels at facilitating energizing and creative community engagement sessions and workshop meetings. Their ability to incorporate diverse opinions into their design decisions is evident. They have been a pleasure to work with on our playfield renovation projects, and we look forward to the continued relationship as we move into construction documentation."

– Pam Zimmerman,
Recreation Design and
Development Specialist,
Milwaukee Public Schools



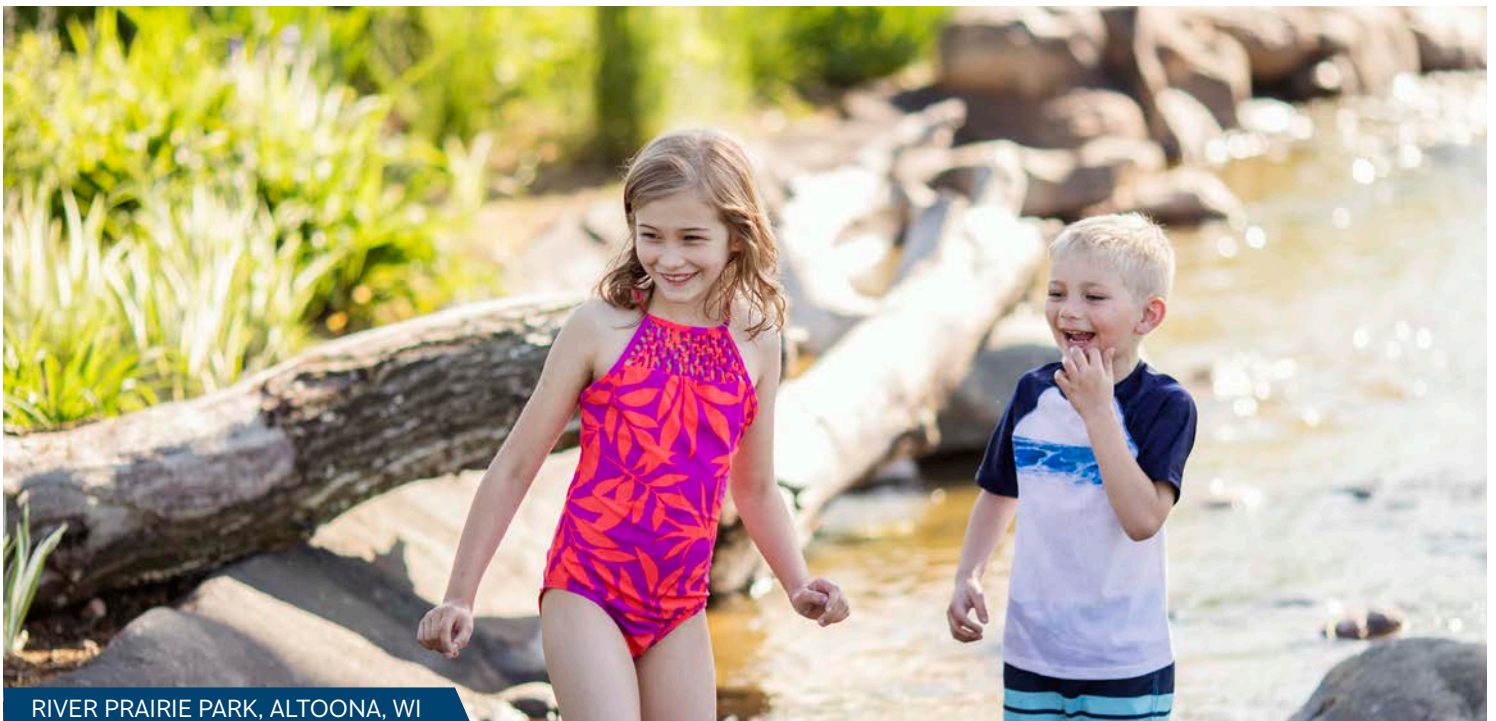
"The Ayres team's thorough and dynamic community outreach process made sure a lot of different voices were heard on our project. ... They didn't just show up with standard by-the-numbers designs – each of the options were tailor-made for Burlington based on the ideas and concerns our community members had raised during the meetings. We needed a vision ... and Ayres delivered one that our City can embrace."

– Peter Riggs,
Former Director of Public Works,
City of Burlington



"I would like to express my appreciation and gratitude to Ayres for the completion of multiple projects in Irvine Park that focus on ADA accessibility and Inclusive Design."

– John Jimenez,
Director of Parks, Recreation, and
Forestry, City of Chippewa Falls



RIVER PRAIRIE PARK, ALTOONA, WI



AYRES



RIVER PRAIRIE PARK

Altoona, WI

Located at the junction of the Eau Claire River and Highway 53, River Prairie is a development that connects people with place. At the heart of the development is the park that connects the restaurants, event spaces and residences through a network of green space.

Ayres assisted the City of Altoona with master planning through final design and construction for the rapid development of the River Prairie area, including landscape architecture, site civil and roadway design, and traffic engineering. The initial project involved providing services all the way from consent-building through plan approval for the 40-acre town center property.

The project encompasses the remarkable transformation of a largely undeveloped highway interchange area to a bustling center of commerce and recreation three short years later. In those three years about 95% of a \$20 million infrastructure build-out has been completed, and businesses quickly filled up spaces available for private development.

A guiding principle from the start of the project was the placemaking concept of the “Power of 10,” which

states that people are more likely to spend time in a space if it provides at least 10 things for them to do. The planning phase involved inviting scores of community members to focus groups to work toward conceptualizing those 10 things to do. The goal was to provide features that are functional, beautiful, and provide interesting opportunities to interact with the space.

Four parking lots and six public areas were designed and constructed. The public areas include a headwater feature, performance area, a four-season plaza, skating area, splashpad, and a main street plaza and pavilions.

PROJECT SIMILARITIES:

- Concept through Construction
- Community Park
- Collaborative Design Team
- Phase Implementation
- Waterfront Park
- Accessible Playground
- Water Play
- Cost Management
- Community Engagement

» **Client:** City of Altoona, WI

» **Contact:** Michael Golat, Director of Public Works, 715.839.6092, michaelg@ci.altoona.wi.us



WICK & EMIGH PLAYFIELDS



Milwaukee, WI

Milwaukee Recreation, a department of the Milwaukee Public Schools, is spearheading an initiative to revitalize playfields across the city of Milwaukee using their Equity Prioritization Matrix. Ayres was enlisted to conduct community engagement and visioning services for the Wick and Emigh playfields. This involved extensive outreach in each neighborhood to gather input and guide the conceptual design phase, emphasizing the crucial role of community participation throughout the design process. Feedback from local residents and playfield users informed the initial designs, which will be used to establish community consensus and shape future plans for detailed design development, construction documentation, and implementation.

Community engagement was integral to shaping the project, reflecting the design team's commitment to fostering community gatherings and creating a distinct sense of place. Various engagement strategies targeted specific groups to gather feedback, ensuring that the principles guiding the project were grounded in community input. The design decisions, informed directly by community comments and stakeholder input, underscored the collaborative nature of the project.

Wick Playfield, known for baseball and accessible playgrounds, will expand with basketball courts, a splash pad, updated playgrounds, and a children's bicycle track. These additions aim to create an inclusive space for diverse activities and community events.

Emigh Playfield, a key neighborhood park, will enhance its offerings with basketball courts, a splash pad, updated playgrounds, and skateboarding and bicycling elements. These additions aim to enrich the park's recreational value while ensuring safety and accessibility for all users.

PROJECT SIMILARITIES:

- Community Engagement
- Concept through Construction
- Community Park
- Phase Implementation
- Universally Accessible Playground
- Cost Management
- Existing Environmental Sensitivity

- » **Client:** Milwaukee Recreation, WI
- » **Contact:** Pam Zimmerman, Recreation Design and Development Specialist, 414.283.4777, linnpg@milwaukee.k12.wi.us



ECHO LAKE MASTER PLAN

Burlington, WI

Located along Echo lake and adjacent to Downtown Burlington, Echo Park is located in the heart of the City of Burlington. A dam failure analysis (DFA) approved in 2015 showed that the dam currently does not have spillway capacity to pass the 500-year flood, which is required for significant-hazard dams such as Echo Lake. Furthermore, record flooding in 2017 overtopped the dam and caused widespread flooding throughout Burlington, adding further urgency to the situation. Ayres was hired by the City to lead a dynamic community engagement and master planning process to establish a vision for the dam and park moving forward.

The Ayres team focused on two design alternatives – modify the dam and restore the lake or remove the dam and free the river. Lead by the design team and a active steering committee composed of local community members the goal was to develop two plans for community members to vote on in a fall referendum. The community participated in a series of engagement events that brought together passionate local advocates on all sides of the debate. These meetings

fostered important conversations and built community consensus that resulted in two viable park plans grounded in community ideals. Highlights of the plans include a canoe/kayak launch, flexible performance area, extensive trail systems with lighting improvements, shoreline restoration and native habitat establishment, and pedestrian bridges or an observation deck. The plans were put to an advisory referendum vote in which the community selected the lake restoration plan for the future of Burlington.

PROJECT SIMILARITIES:

- Concept through Construction
- Community Park
- Phase Implementation
- Universally Accessible Playground
- Collaborative Design Team
- Waterfront Park
- Water Shed and Flood Study

» **Client:** City of Burlington, WI

» **Contact:** Carina Walters, City Administrator, 262.342.1180, cwalters@burlington-wi.gov



HARBOR VIEW PLAZA



Milwaukee, WI

In 2016 Ayres partnered with Quorum Architects and won the Milwaukee Harbor District Inc.'s design competition, "Take Me to the River." The competition's goal was to develop a catalytic, new public park space in the heart of Milwaukee's primarily industrial Inner Harbor. The Ayres team's winning design highlighted the intersection of historical lakeshore ecologies and the pattern of Industrial-period settlement and development.

In addition to a proposed lakeshore promenade that enables visitors to access previously inaccessible shoreline, as well as a public canoe and kayak launch, the new park features a playground tower patterned on the shipping containers ubiquitous to the working harbor. The playground tower reflects the cultural and industrial heritage of the Inner Harbor while serving as a beacon and gateway for future redevelopment. Just as importantly, developing the play tower in this phase of work anchors future harbor edge design improvements with play. Play has a uniquely transformative impact on redevelopment, animating and adding happy sounds.

Harbor View Plaza was designed for people of all abilities. The vision of the space was to provide an area where

people could access and experience the Inner Harbor of Milwaukee. As the design developed the vision of access for all was realized in several ways.

The site is designed on a grid system, mimicking the block grid of development in the older parts of Milwaukee. The grid served as an organizing system for the plaza but also resulted in the design of several routes at differing elevations to the Harbor. It also supported the development of smaller "rooms" and tiers of spaces where groups can gather within the plaza.

After winning the competition Ayres led the project design with Harbor District. The final phase of the project was completed in summer 2019. Since opening in July 2019, the space has become a regional and international tourism destination.

PROJECT SIMILARITIES:

- Collaborative Design Team
- Concept through Construction
- Community Park
- Waterfront Park
- Universally Accessible Playground



Titletown Plaza

Green Bay, Wisconsin

Design Workshop

If you're a resident of Green Bay, Wisconsin, it's likely that the Packers football team plays a significant role in your life. On Sundays between September and February, the whole town gathers at Lambeau Field. The challenge was activating the area on non-game days. Design Workshop worked with Rossetti Architects to create a public plaza that would extend Lambeau Field's community impact throughout the year.

Today the 35-acre mixed-use development is a year-round entertainment district. In the winter, there's a 60-foot tall snow-tubing hill and an 18,000 square foot ice rink. In summer, it transforms into a multi-use space with concerts, climbing walls, and a destination playground. On

opening day, the design team saw the evidence of the park's success; the plaza was full of people – young and old, couples and families – enjoying the day and celebrating in the familiar green and gold.

Client

Rossetti

Services Provided

Landscape Architecture, Master Planning, Urban Design

Reference

Christine Pitcole
CPitcole@rossetti.com
313.463.5151

Completed

November 2017

*ASLA WISCONSIN
MERIT AWARD
FOR DESIGN*

*ASLA ILLINOIS
MERIT AWARD
FOR DESIGN*

*ASLA COLORADO
MERIT AWARD
FOR DESIGN*



Midtown Park

Houston, Texas

Design Workshop

Houston's Midtown district once suffered with an inhospitable urban environment and a lack of public amenities. Design Workshop was selected to reimagine and rebrand the district as a vibrant pedestrian-oriented neighborhood, transforming the district into the most walkable place to live in Houston. The transformation culminated in Midtown Park, the redevelopment of a three-acre lawn into the centerpiece of a larger park system.

Considered Houston's "central park", the site provides much-needed housing, commercial space, and parking, as well as nature, art, and community gathering areas. A key feature of the park is the "Bayou," a constructed water channel and detention system that helps absorb and detain stormwater, helping to prevent local

flooding and property damage. As the first SITES silver-certified project in the city, the Midtown Park is a model for sustainability and resilience for urban parks and green spaces.

Client

Midtown Redevelopment Authority

Services Provided

Master Planning, Park Planning, Landscape Architecture, Cost Estimation, Public Facilitation, Permitting, Signage/Wayfinding, Construction Observation

References

Matt Thibodeaux
mthibodeaux@midtown-tx.org
713.526.7577

Completed

January 2020

*ASLA NATIONAL
HONOR AWARD
FOR URBAN
DESIGN*

*ULI AMERICAS
AWARD OF
EXCELLENCE,
FINALIST*

*ULI HOUSTON
DEVELOPMENT
OF DISTINCTION,
PEOPLE'S CHOICE*



Two Rivers Park

Des Moines, Iowa

Design Workshop

Standing atop the Great Lawn at Two Rivers Park, visitors will experience a breathtaking view of downtown Des Moines. To the northwest, the skyline rises with landmarks like the Principal Building, Travelers umbrella, Lauridsen skate park, and the new courthouse. The Des Moines River flows below, now visible from the elevated lawn, activated by ICON Water Trails for the first time in a century. Southwest, Principal Park lights up the night, while the golden dome of the Iowa Capitol gleams to the east. The vibrant, newly constructed Market District lies just across the street.

This park, a hub for residents and visitors, will anchor festivals along Market Street and connect to 60 miles of recreational trails and the Principal

River Walk. Offering play areas, picnic spaces, shelters, and pickleball courts, the park will accommodate gatherings of all sizes and ages while prioritizing sustainability. More than a park, it's a celebration of Des Moines' transformation over the last 25 years.

Client

Great Outdoors Foundation

Services Provided

Landscape Architecture

Reference

Hannah Inman

hannah@greatoutdoorsfoundation.org

Completed

July 2022



SHOW YOUR HOPES & DREAMS!

APPROACH & TIMELINE

Understanding and Approach

Ayres, in collaboration with Design Workshop, offers a compelling and comprehensive approach to the Green Bay Shipyard Redevelopment Project's Phase II. This partnership combines deep local insight with nationally recognized expertise in public space design, ensuring a seamless integration of creativity, functionality, and long-term sustainability for the City of Green Bay.

Our team's extensive experience in both urban and environmental design allows us to skillfully address the unique conditions of the brownfield site while creating vibrant community spaces. We will enhance areas such as the event lawn, urban beach, and adventure playground, ensuring they reflect the City's vision and respond to the site's distinct environmental features. Our approach focuses on balancing innovative design with the practicality required for ease of maintenance and long-term operational efficiency, ensuring the City benefits from both immediate and lasting value.

The Ayres and Design Workshop team is attuned to the project's financial framework, and we are committed to designing within the established budget while maintaining the highest standards of quality. With proven methodologies in cost management and strategic material selection, we will provide detailed, transparent cost estimates to guide decisions that preserve the integrity of the project without compromising creativity or scope.

Equally important is our dedication to collaboration. We believe successful design is built on strong partnerships, and we will work hand-in-hand with the City, environmental consultants, and key stakeholders to ensure the project not only meets but exceeds expectations. Our process involves regular communication and coordination to ensure that each aspect of the design—whether public art, community spaces, or environmental features—aligns with the City's goals while fostering community engagement and pride.

Incorporating thoughtful construction oversight, our team is well-versed in managing multi-phase projects with complex environmental considerations. We will ensure smooth execution from the initial design phase through construction and final project delivery, carefully coordinating each phase to ensure compliance with regulatory and grant requirements, while maintaining flexibility to adapt as the project evolves.

This partnership offers the City of Green Bay a team uniquely equipped to deliver a park redevelopment project that is innovative, functional, and rooted in a deep understanding of both the community and the environment.

1

Major Tasks Phase 1: Schematic Design and Design Development

- Attend virtual meetings as necessary for the successful delivery of this phase
- Review master plan, including the layout for the Great Lawn, dog park, urban beach, adventure-themed playground, fitness court, park facilities building, and play fountain
- Collaborate with the City's environmental consultant to integrate the environmental cap and underlying contaminated soil considerations
- Develop multiple site designs to assist in improvements to layout functionality and ease of maintenance
- Attend meeting with project team to review designs
- Develop up to two (2) site plans based on project team's feedback
- Meet virtually to review both site plans and select one
- Develop preliminary stormwater management that integrates with the existing systems
- Develop a preliminary cost estimate
- Develop final site design and site plan rendering
- Develop a DD drawings package with all required sheets to illustrate existing and proposed improvements based on the preferred site plan selected in the previous phase

- Conduct a comprehensive survey of the site and utilities, ensuring all work coordinates with the Brown County Coordinate System and City datum
- Develop up to two (2) materials boards for selection
- Develop up to three (3) different precedent image boards that explore different aesthetics
- Attend an in-person meeting to present materials and precedent image boards
- Develop interactive 3-D models, renderings, and animations
- Update concept design and precedent image boards
- Update cost estimate
- Submit product data and material samples for approval by Green Bay PRF
- Attend an in-person meeting to review estimate and preferred site plan
- Attend City Council meeting to present findings and direction
- Finalize all design details based on City feedback
- Develop preliminary maintenance and operations proforma
- Review code compliance, product durability, vandal resistance, and security needs

2

Major Tasks Phase 2: Construction Document Phase

- Attend virtual meetings as necessary for the successful delivery of this phase
- Develop 75%, 95%, and 100% construction document deliverables for review by the City and verification with the budget so construction can begin in 2025
- Update the cost estimate with every deliverable
- Prepare special provisions to be inserted into the City standard contract documents
- Develop a list of bids and quantities to be inserted into the construction contract documents
- Review submittals and shop drawings
- Prepare and submit necessary permits for approval to start construction
- Develop an approximate construction schedule
- Coordinate designs to minimize impacts on the environmental cap

- Coordinate with selected art and interpretive signage providers to ensure proper placement and installation of all artwork and signage throughout the site
- Ensure that bid items and payment structures align with grant reporting requirements
- Submit permit applications and coordinate with local authorities for construction

3

Major Tasks Phase 3: Construction Bidding and Administration

- Attend virtual meetings as necessary for the successful delivery of this phase
- Assist the City with responses to bidder questions and issuance of addenda
- Attend pre-construction meeting and issue minutes
- Review submittals and shop drawings
- Respond to contractor questions and clarifications during construction
- Review change orders and RFI's for scope clarification and cost
- Attend up to twenty (20) site visits during critical installation periods
- Provide meeting minutes and site visit photos
- Perform up to six (6) punch list site visits
- Develop record drawings based on redlines and markups provided by the contractor

Grant Reporting Support (ORLP Grant)

When necessary, our expert grant administrator will assist the City in managing the reporting requirements tied to the \$5 million ORLP grant, ensuring all necessary reports are completed on time and meet the required criteria. This includes retaining essential financial documents and administrative records, conducting labor standards compliance reviews on certified payroll requests, compiling project expenses and labor summaries, and preparing grant payment forms for reimbursement. Additionally, we will manage the submission of closeout paperwork and respond to any audit requests, ensuring full compliance with grant requirements.

Project Timeline

Our proposed project schedule is shown here. We understand that schedules may evolve, and we are dedicated to maintaining flexibility and collaborating closely with Green Bay to adapt to any changes that arise throughout the project's duration.

Phase 1: Design Development

Gather insights by observing and empathizing with park users. Clearly define the problems and needs identified during the understanding phase.

Phase 2: Construction Documents

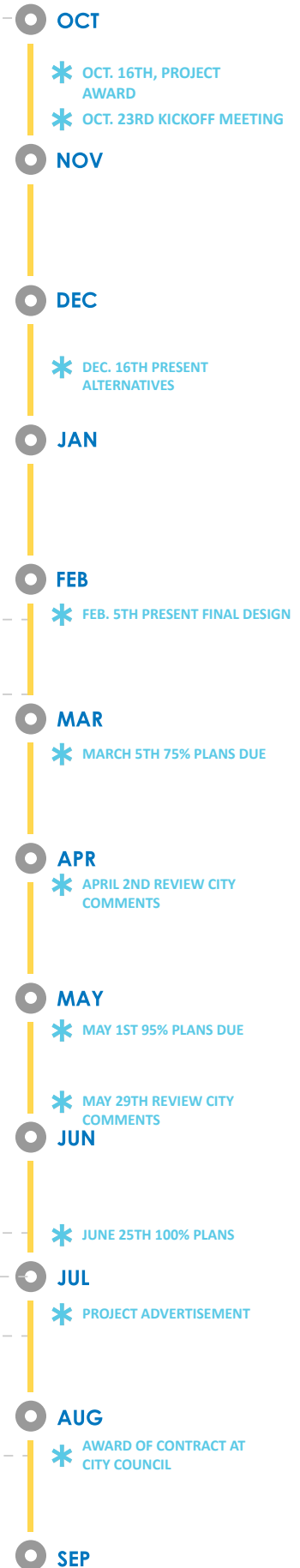
Create tangible representations of the proposed solutions to gather feedback and refine ideas.

Phase 3: Contractor Bidding

Clarifying contractor questions, issuing addendums and ensuring a clear bidding process

Phase 3: Construction Administration

Put the finalized solutions into action, bringing the park to life.



Cost Breakdown

We propose a not-to-exceed cost of \$1,170,000. A breakdown by phase is shown below.

Phase	Cost
Phase 1: Design Development	\$285,000
Phase 2: Construction Documents	\$745,000
Phase 3: Construction Bidding and Administration	\$140,000
TOTAL	\$1,170,000

Task	Cost per hour
Stormwater Management	\$170
Grant Reporting Services	\$119

If additional services are requested, the services will be billed at fixed fees as mutually agreed or hourly at:

Senior Landscape Project Manager (PM):	\$200.00 per hour
Landscape Architect PM:	\$165.00 per hour
Landscape Architect:	\$125.00 per hour
Landscape Designer:	\$95.00 per hour
Principal Architect:	\$270.00 per hour
Architect PM:	\$195.00 per hour
Designer:	\$165.00 per hour
Senior Civil Manager:	\$246.00 per hour
Senior Civil Engineer:	\$195.00 per hour
Civil Engineer 3:	\$124.50 per hour
Civil Engineer 1:	\$101.00 per hour
Senior MEP:	\$225.00 per hour
MEP PM:	\$160.00 per hour
Project Surveyor:	\$125.00 per hour
Survey Assistant:	\$84.00 per hour
DESIGN WORKSHOP	
Principal Landscape Architect:	\$250-450.00 per hour
Associate / Landscape Architect:	\$110-225.00 per hour
Project Assistant:	\$110-150.00 per hour
Intern:	\$65.00 per hour

Reimbursable expenses would be billed at actual cost plus 10%.

Services Agreement

The City of Green Bay's standard agreement for professional services is acceptable for use in this project if the following updates – as agreed to in recent years with Ayres and **shown in red** on the following page – is considered for modification.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

Consultant hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, 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 Consultant or of anyone acting under its direction or control or on its behalf **that are not related to professional services (it being expressly understood and agreed that consultant's indemnification obligations for Consultant's professional services are solely covered in the following paragraph)** even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable ~~unless liability results from the sole~~ **except to the extent that liability results from the** negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant will indemnify and hold harmless the City for any claims by reason of its negligent acts, errors or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant shall reimburse the City, 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.

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

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

8. ACCESS/UTILITIES

The City will arrange access to the site, as necessary, for Consultant to complete the work. Consultant will take reasonable precautions to minimize any damage to the site due to its operation. Site restoration is not included unless specifically requested by the City.

Consultant is responsible for locating public utilities and agrees to indemnify and save the City harmless from all claims, suits, losses, cost and expenses including attorney's fees as a result of any personal injury, death or property damage occurring from damage to public utilities **arising from the negligence of the Consultant**. Consultant shall coordinate with a private locating service for locating utilities on private property.



DESIGNWORKSHOP

**CITY OF GREEN BAY
REQUEST FOR PROPOSAL**

FOR

**ENGINEERING SERVICES
SHIPYARD PHASE II DEVELOPMENT**



The following dates are being provided for your information and planning purposes.

RFP issued:	August 19, 2024
Site Inspection:	Not applicable – Site Under Construction – See Attached Plan
Question Deadline:	September 4, 2024, 2:00 P.M. Last date for submission of written questions.
Addenda issued (if required)	September 10, 2024
Deadline for receipt of sealed quotation:	Tuesday, September 17, 2024, 12:00 P.M. (Noon)
Anticipate Award	October 16, 2024

Although every effort will be made to follow this schedule, the City reserves the right to modify the dates as necessary and to accommodate special circumstances.

REQUEST FOR ENGINEERING SERVICES SHIPYARD PHASE II DEVELOPMENT

GENERAL INFORMATION

The City of Green Bay Department of Parks, Recreation, and Forestry (PRF) is seeking proposals from qualified consulting firms to provide professional engineering services. The consultant shall provide construction plans from the already developed master plan, written specifications, cost estimates, and construction administration services for Phase II of the Shipyard Redevelopment Project.

The developed master plan can be found on the City's website <https://greenbaywi.gov/936/The-Shipyard>.

The overall Shipyard Project (100 W Mason Street; Parcel #2-78) is a three-phase project to redevelop a 14-acre brownfield site along the Fox River in downtown Green Bay. Phase I construction includes a riverfront promenade, transient boat slips, fishing pier, kayak launch, habitat enhancements and stormwater management; Phase I construction is ongoing with a completion date of summer/fall 2024. The Phase I Landscape Layout Key and Overstory Plan is attached to this RFP which is intended to show the Phase I construction scope and limits. Phase I is located on the same parcel as Phase II; Phase III is on a separate adjacent parcel and will entail a public/private partnership to construct a business incubator focusing on retail, food, and beverage. Phase III is a future phase not included within this RFP.

Phase II will include the construction of a great event lawn, dog park, urban beach with volleyball courts, adventure themed playground, fitness court, play fountain, art, signage, site access, and possible stormwater management. All elements and related utilities must be captured in the final construction plan documents for 2025 construction which must be designed within the project budget. To reduce impacts to the existing environmental cap and underlying contaminated soils, the selected firm will be required to coordinate with the City's environmental consultant.

Great Lawn: Approximately 1.75 acres of open green space that will be used for free public events year-round, including concerts, plays, festivals, markets, and other events that provide opportunities for people to gather can enjoy the arts and culture. A soft blend lawn is planned with raised/sloped areas to offer great views of live performances and the Fox River. Trees will be planted around the lawn to offer plentiful shade and windbreak. An area for a stage is also planned to accommodate concerts, plays and other performance events.

Dog Park: A fenced-in area of approximately 8,200 SF will provide a space for dogs to run off-leash and enjoy obstacles for climbing. A hydration station, splash pad, pet waste receptacles, shade, and seating for owners is also planned.

Urban Beach: Inspired by Toronto's Sugar Beach, the urban beach will offer residents and visitors a unique public waterfront space to relax on the sand under a beach umbrella. This is not a swimming beach and will be slightly setback from the water. The 6,000 SF beach area will primarily function to serve the public with scenic views and space for relaxation, leisure, and social activities. Sand volleyball courts are also planned.

Universally Designed Adventure Themed Playground: Inspired by the play garden at Chicago's Maggie Delay Park and Brooklyn's Domino Park, the playground is planned to be a unique and whimsical space that may be enjoyed by children of all ages and abilities. The approximately 10,000 SF area is planned to

feature rubberized or synthetic surface, varied surfaces/elevation, lighting and shade. The playground equipment will feature design characteristics that embrace the site's industrial history as a port facility.

Fitness Court: To offer equitable access to workout facilities, the project will include a 38' x 38' outdoor gym with bodyweight exercise stations. The permanent/long-term facility would be designed for people aged 14 and over and with all abilities in mind. The workouts are adaptable for all fitness levels, allowing participants to move at their own pace. The City anticipates partnering with the National Fitness Campaign to help fund and plan for the fitness court.

Park Facilities Building: A building is proposed to house public restrooms, lockers, recreational equipment rental, and storage for parks maintenance equipment. This facility was not included in the Master Plan. PRF will work with the selected firm to identify the best size, location and design for this facilities building.

Play Fountain: The 2,500 SF play fountain area will offer families a place to cool off near the playground and urban beach. It will feature a unique design incorporating both interactive light and sound elements.

Public Art and Interpretive Signage: To educate visitors and honor the site's cultural heritage, public art and interpretive signage should be strategically designed into the space. These features will inform visitors of the site's recent history as a working port facility, and its more distant history as a Menominee tribal village. These amenities may also highlight the many stories of the lower Fox River, including its cleanup and restoration.

Stormwater Management: Stormwater management was implemented in Phase I to capture and treat stormwater for the overall development. Any additional stormwater management needed to implement Phase II shall be completed as part of the project scope.

The City of Green Bay has ten (10) million dollars to complete Phase II of the Shipyard Project, including Construction, Consulting and permitting fees. The Consultant must design within this designated budget.

The City is using grant funding for this project which requires annual reporting. The selected consultant shall assist the City in the reporting if needed which will be funded separately from the project.

DESCRIPTION OF CONSULTANT RESPONSIBILITIES

Phase 1: Design Development Phase

Schematic Design

A schematic design should address the master plan, brownfield cap location, site circulation, general lighting types, great lawn layout, dog park layout and amenities, urban beach with volleyball and affiliated amenities, park facilities building, fitness court, playground equipment, play fountain equipment and associated sound and lighting, proposed public art interpretive signage suggestions, as well as possible stormwater management. It is expected that two iterations of the schematic design may be necessary to capture all site design and furnishings to match PRF expectations.

Design Development

Upon approval from PRF of the final schematic design, the consultant shall perform any needed design development tasks before proceeding to the construction documents phase.

Consultant shall address final details of the schematic design.

Complete survey of all relevant site and utility information needed to generate construction documents. The survey will be set to the Brown County Coordinate System and City datum. An as built survey of Phase I of the work will be available to the selected Consultant after it is completed in late summer/fall 2024.

Consultant shall provide information on code compliance issues to PRF as needed and provide information on product maintenance requirements, vandal resistance and security considerations as relevant to the project.

Consultant shall submit product data, and samples of materials and finishes during design development for approval by PRF.

Phase 2: Construction Documents Phase

Upon completion of schematic design and design development, provide detailed construction drawings and specifications for the implementation of the master plan.

Consultant shall provide any revisions as needed to bring the project in line with the proposed budget.

Prepare special provisions for Construction Contract in Microsoft Word for insertion in City Standard contract documents. City Standard Contract language and formatting will be provided for Consultant to utilize as a template.

Prepare a list of bid items and quantities for Construction Contract for insertion into construction contract documents, utilizing City Standard bid items.

Prepare a cost estimate broken down by individual bid unit prices for the Construction Contract.

Prepare a construction schedule for Construction Contracts.

Consultant shall be sure to set up contract and payment items to best meet grant reporting requirements.

Apply for and obtain all necessary State and Local construction permits for approval for Construction Contract.

Submit final plans and specifications to the City for review and approval.

All designs shall be fully ADA compatible.

Phase 3: Construction Bidding and Administration Phase

- Consultant to provide assistance to City and PRF staff with regard to bidder questions and issuing of any addendum during the construction contract bidding phase.

- Consultant shall provide construction administration services for the City during the construction phases to include the review of requests for information, review of shop drawings, and change orders.

ORLP Grant Management/Reporting

The selected consultant may be asked to assist the City with required annual grant reporting for the City's \$5 million in Outdoor Recreation Legacy Partnership (ORLP) grant.

TO BE PROVIDED BY PRF/CITY

- Master Plan
- Phase I as built survey
- Phase I Stormwater Management Report
- Digital aerial photographs of Shipyard from 2023.
- Consultant supervision, overall project management and coordination by PRF Department.
- Non-technical components (front end) of bid specifications to be provided by City DPW staff.
- Provide copies of final plans and specifications to potential bidders.
- Letting and administration of the construction contract will be by the Department of Public Works.

DELIVERABLES

Schematic Design (and Design Development) Phase

- One digital copy 24" x 36" color renderings, one digital 11" x 17" color copy and digital pdf files of schematic design.
- Schedule of estimated construction costs of final schematic design.
- Drawings should include a site plan and elevations as needed to communicate design intent. The final schematic design shall also include a 3-dimensional rendering (Sketch up or similar) of the site for presentation to the Park Committee and interested parties.
- Submit design drawings along with product data and samples of materials and finishes as needed throughout the design development process for approval by PRF. Any design development drawings may be submitted as digital files in 11" x 17" format.

Construction Document Phase

- One digital 11"x17" black & white set of construction plans for review at 75% and 95% along with an itemized spreadsheet of estimated construction costs. Provide digital pdf files of plans and cost estimates.
- One digital 11" x 17" black and white set of final construction plans and itemized spreadsheet of estimated construction costs. Provide digital copies of the final construction drawings in AutoCAD and pdf formats and estimates in pdf format. Written specifications shall be in latest version of Microsoft Word.
- Submit product data and samples as needed for approval by PRF.
- Provide PRF with a digital file of as built construction information in AutoCAD format once construction is completed.

TENTATIVE SCHEDULE AND MEETINGS

- **August 19, 2024** Send out RFP's.
- **September 17, 2024** Receive RFP's.
- **October 16, 2024** City to hire consultant.
- **October 23, 2024** Consultant to meet with PRF staff to review project site, scope of project, refine objectives, review code related issues and visit the site. **(Meeting 1)**
- **December 16, 2024** Deliver and present **two** alternate design concepts to PRF for review and feedback. **(Meeting 2)**
- **February 5, 2025** Consultant to deliver and present **one** final schematic design along with preliminary cost estimate based on comments and feedback from staff review. **(Meeting 3)**
- **March 5, 2025** Consultant to submit 75% complete construction plans, specifications and cost estimates for City review.
- **April 2, 2025** Review City's proposed changes **(Meeting 4)**
- **May 1, 2025** Consultant to submit 95% complete plans, specifications and cost estimate for City review.
- **May 29, 2025** Review City's proposed changes **(Meeting 5)**
- **June 25, 2025** Consultant to submit 100% complete plans, specifications and cost estimates to the City.

This schedule represents an approximation of a possible timeline. The final schedule will be refined as needed upon agreement of both the City and Consultant once a consultant has been selected.

CONSULTANT REQUIREMENTS

The assigned consultant must have:

- Significant experience in engineering design and landscape architecture (minimum 5 years).
- Significant experience in Park planning.
- Working knowledge of State codes/permits related to this type of work.
- Any sub-consultants utilized shall have significant experience in their relative discipline.

REQUIREMENTS OF SUBMITTED PROPOSALS

Questions and Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. The City will not be responsible for oral interpretations given by City employees, representatives, or others. All proposals should use this written document, attachments, and addendums as the sole basis for their proposal. Respondents who do not acknowledge the addendums in their proposal may have their proposal rejected.

All questions and requests for information to this RFP **must be in writing** and received by the PRF no later than **2:00 P.M. CST, Wednesday, September 4, 2024**. E-mail questions to kaurie.mihm@greenbaywi.gov . Clearly mark the subject line in the e-mail: "Question for Shipyard Phase II Development - RFP".

Answers to all written questions will be issued in the form of an addendum and will be submitted to all consultants by e-mail no later than **September 10, 2024**.

Proposals

Please provide the following items with your submittal:

- **Provide four lump sum not to exceed costs for each phase of the RFP and hourly costs for potential stormwater management and grant reporting services.**
- The proposals can be brief.
- Background and experience of your firm along with examples of at least three similar projects you have completed or that are in progress.
- Background and experience of individuals that would be assigned to the project and what their roles will be for this project.
- List of at least five project/client references.
- List any subcontractors you plan to use.
- Schedule of hourly fees and misc. charges that would apply if the PRF Department chooses to contract for additional services.
- Consultant shall address the proposed schedule specifically in their proposal and whether their firm can meet the time demands as proposed.
- The Consultant shall review the attached *Standard Agreement for Professional Services Between City of Green Bay and Consultant* (City's Standard Agreement) and note any exceptions for consideration. The City will work with the apparent selected consultant to work out any exception to the City's Standard Agreement prior to official award to try to maintain project schedule.

Proposal Submission

Submit four (4) copies of the proposal to the City of Green Bay Department of Parks, Recreation and Forestry to:

Kaurie Mihm, PLA
Park Planner
Green Bay Parks Department
100 North Jefferson Street, Room 510
Green Bay, WI 54301

Proposals may also be submitted electronically to Kaurie Mihm, PLA at kaurie.mihm@greenbaywi.gov.

Proposals must be received by **12:00 pm (Noon) Tuesday, September 17, 2024**. Proposal shall include all requested materials required for acceptance of the proposal.

Signed proposals shall acknowledge that the Consultant is in agreement with the dispute resolution language, the indemnification language and the requirements for insurance in Sections 5, 6, and 7 of the City's Standard Agreement, and, if firm is the successful proposer, that the contract shall contain language that meets or exceeds these requirements.

EVALUATION PROCESS

The professional services contract will be awarded to the responsible bidder whose proposal is within the competitive range and determined to be the most advantageous to the City. Qualifications, experience and price, will be considered. Consultants may be asked to participate in an interview if deemed necessary.

Proposals will not be publicly opened. The City reserves the right to accept or reject any proposal submitted.

CONTRACT

The City reserves the right to reject any and all proposals and to award the contract in the best interest of the City. Costs incurred in the preparation and submission of a proposal shall be borne by the firm submitting the proposal.

Prior to starting any work, the Consultant shall provide proof of insurance meeting the requirements in Section 6 of the City's Standard Agreement to the satisfaction of the City's Risk Management Department.

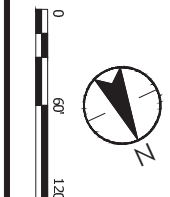
The City reserves the right to negotiate, if necessary, a final agreement after the successful firm is selected.

The consultant shall include a schedule of hourly fees and miscellaneous charges that would apply if the PRF Department chooses to hire additional services. Any additional services must be approved in writing prior to their taking place. A copy of this RFP shall be attached to the contract as an appendix. The contract shall be based on the services as outlined in the RFP. Contract agreements are subject to City Attorney review and Common Council approval prior to commencement of work.

CONTACT FOR FURTHER INFORMATION

Should anyone require more information regarding this project please contact:

Kaurie Mihm, PLA
PHONE: 920-448-3381
kaurie.mihm@greenbaywi.gov



PROJ. NO. 19080465 SHEET NUMBER C2.00 APPROVED CHECKED DESIGNED DRAWN SURVEY MMB MMB TRV/SLM RTM/ASF ROBERT E. LEE										NO. OF REVISION DATE DATE OF ISSUANCE FEBRUARY 28, 2022										SITE PLAN - LAYOUT KEY PLAN GREEN BAY SHIPYARD REDEVELOPMENT - PHASE 1 CITY OF GREEN BAY BROWN COUNTY, WISCONSIN										BID SET										 Stantec 12075 N. Corporate Parkway, Suite 200 Mequon, WI 53092 www.stantec.com									
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Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

October 15, 2024

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # L.3

To approve the revised Development Agreement (24-04), TIF Disbursement Agreement, and Collateral Assignment with Nova GB SPE, LLC, subject to final review and approval by the City Attorney of the Collateral Assignment (October 11, 2024).

BACKGROUND

In May 2024, the Redevelopment Authority (RDA) and City of Green Bay approved Development Agreement 24-04 with Nova GB, LLC to construct an eight-story mixed-use building at 221 Cherry Street. The proposal included the creation of 268 market-rate apartments, ground-floor commercial space, and an internal two-story parking ramp. The redevelopment is anticipated to generate \$38,000,000 in increased aggregate assessed property value. Per the agreement, RDA will transfer ownership of the property to the developer for \$1. Additionally, the City will provide an \$8,500,000 TIF loan, and 95% of the available TIF increment to reimburse qualified expenditures.

Since the approval of the Development Agreement in May, the developer has discovered a need to relocate underground utilities to accommodate the project, causing minor delays to project timeline. The developer still plans to start construction during the fourth quarter of this year. However, changes to key milestone dates listed in the development agreement are requested, including:

- Development Agreement execution deadline changes from July 1, 2024 to November 1, 2024
- The date of the property's transfer of ownership changes from no later than 60 days after the Development Agreement's execution, to before January 1, 2025.
- Construction completion date deadline changes from June 30, 2027 to August 31, 2027

The Developer has also requested a reduction in their minimum equity commitments from 20% to 18%. This 2% reduction in developer equity will not impact the previously approved level of investment from the City of Green Bay.

Additional revisions are being requested to address the Developer's intent to use the Development Agreement as collateral for financing and to provide necessary assurances to their lender. The previously approved Development Agreement allows assignment of payment rights to a lender for financing the project, contingent on RDA approval. The Developer is now requesting this collateral assignment of TIF payment rights to their lender.

The Developer will remain responsible for all obligations and duties under the Development Agreement. However, in the event of the Developer's default, the lender would assume full responsibility. The Collateral Assignment document is being finalized between the Developer and the lender, and the final draft will be subject to review and approval by the City Attorney.

RECOMMENDATION

Approval of the revised Development Agreement (24-04), TIF Disbursement Agreement, and Collateral Assignment with Nova GB SPE, LLC, subject to final review and approval by the City Attorney.

FISCAL IMPACT

The proposed revisions to the previously approved Development Agreement (24-04), TIF Disbursement Agreement, and Collateral Assignment, will not have a fiscal impact to the City of Green Bay.

ATTACHMENTS

1. DA 24-04-221 Cherry Street-RDA - Clean-10.09.24
2. DA 24-04-221 Cherry Street-RDA - Redline-10.09.24
3. TIF Disbursement Agreement-Clean-10.08.24
4. TIF Disbursement Agreement-Redline-10.08.24



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 24-04
221 CHERRY STREET REDEVELOPMENT

This Development Agreement is made this [date] day of October, 2024,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”),
and NOVA GB SPE, LLC, a Delaware limited liability company (“Developer”), an affiliated entity of
NOVA GB LLC and New Land Enterprises, LLC.

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>
12-112	221 Cherry St.	1.447	\$0.00

- B. The parcel listed in A. above shall be referred to as the “Property.” The Property comprises approximately one and four hundred forty-seven thousandths (1.447) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

- C. Developer intends to complete improvements on the Property in accordance with this Agreement, which include but are not necessarily limited to the following (the “Project”):

Constructing an eight (8) story mixed-use building, including approximately two hundred sixty-eight (268) market rate multi-family apartment units, approximately fourth thousand eight hundred fifty (4,850) square feet of commercial space on the first floor, and an internal two (2) story parking ramp.

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 Zero Dollars (\$0.00) which based on the assessed tax rates in effect as of January 1, 2024, the Property yields approximately:

1. Zero Dollars (\$0.00) in total gross real estate taxes annually (assessed mill rate of \$19.34);
2. Zero Dollars (\$0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be at least Thirty-Eight Million Dollars (\$38,000,000), which is anticipated to yield approximately:

1. Seven Hundred Thirty-Four Thousand Nine Hundred Twenty Dollars (\$734,920) in total gross real estate taxes annually (assessed mill rate of \$19.34);

2. Two Hundred Ninety-Five Thousand Two Hundred Sixty Dollars (\$295,260) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

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

- F. 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 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."
- G. Developer has requested assistance from the City and RDA with regard to certain expenses, including, but not limited to; demolition; environmental remediation; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which tax incremental financing assistance by the City may be afforded to the 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 the Project will remediate environmental contamination and/or enhance the physical landscape, build new structures with high-performance designs, systems, and finishes, create a significantly higher per-acre property value than adjacent properties and the City average, generate property taxes greater than the cost of providing infrastructure and services, build new 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 residential and 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.
- J. The parties hereby acknowledge and agree that the following may not be completed prior to execution of this Agreement but shall occur promptly thereafter (i) the TID as defined in Section II.T. below shall be created by the City; (ii) the City shall relocate the public art located on the Property to a location other than the Property; and (iii) the City shall close on the sale of the Property to Developer.

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 incentives as set forth in this Agreement. The City intends to recover its costs through the TIF Increment as defined in Section III.B.2.b. below 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. 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 Zero Dollars (\$0.00).
- E. “City” means the City of Green Bay, Brown County, Wisconsin.
- F. “Concept Plan” means the plan for the Project.
- G. “Developer” means NOVA GB SPE, LLC or any assignee of the same.
- H. “Exhibits” means the supplementary reference information attached to this development agreement that shall include the following:

1. Exhibit A – Map of the Property
 2. Exhibit B – Legal Description of the Property
 3. Exhibit C – Preliminary Concept Plan
 4. Exhibit D – TIF Disbursement Agreement
- I. Intentionally Omitted.
- J. “Plans and Specifications” means the plans and specifications developed for the Project.
- K. “Preliminary Concept Plan” means the initial Concept Plan, a copy of which is attached as EXHIBIT C and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion which may not be unreasonably withheld.
- 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, lighting, streetscape, pedestrian, and bicycle improvements; and
 2. Public Art; and
 3. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 4. telephone, high-speed cable or internet service, and related technology infrastructure; and
 5. natural gas, electrical power, and other public utilities; and
 6. any related engineering, grading, erosion control, and landscaping; and
 7. 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. 4.

- Q. “Special Assessment” means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- R. “Special Charge” means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- S. “Tax Increment” means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year’s assessed 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” or “TIF Incentives” means each incentive or incentives collectively as set forth in Section III.B and Section III.C of this Agreement up to 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 Incentives. The TIF Incentives available to Developer under this Agreement shall be defined as the following:
 - 1. Property Transfer. The City and/or RDA shall convey the Property to the Developer through the following process:
 - a) Prior to January 1, 2025, the City and/or RDA shall convey Tax Parcel 12-112, excluding all City and/or RDA parcels or right-of way, to Developer, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, for the sum of one dollar (\$1.00), and shall provide an owner's policy of title insurance at the time of conveyance.
 - b) Upon transfer of the Property to Developer, the Developer shall enter a into written month-to-month Lease of the Property with the City and/or RDA for continued parking use to allow for additional time for the City to relocate parking commitments and monuments existing on the Property. The parties agree that the monthly rent shall not exceed one-dollar (\$1.00) per month.

- c) The RDA shall take a Preferred Forgivable Equity Investment in the Project of Seven Hundred Seventeen Thousand and One Hundred Dollars (\$717,100), which is the estimated value of the Property that will be transferred to the Developer. The Preferred Forgivable Equity Investment shall be secured by this Agreement, shall survive the expiration of this Agreement, and shall be forgiven at the point in time that the aggregate assessed value of the Property is greater than or equal to Thirty-Eight Million Dollars (\$38,000,000.00) (“Minimum Assessed Value”). Should the aggregate assessed value of the Property fail to be greater than or equal to the Minimum Assessed Value on or before January 1, 2028, the Developer shall pay the City and/or RDA the Preferred Forgivable Equity Investment.

2. TIF Funds and Personal Guarantee.

- a) Except the Property Transfer outlined in Section III.B.1.a. above, and the TIF Funds as defined in Section III.B.2.b. below, the Developer shall obtain all necessary equity and private loan commitments that are necessary to complete the Project.
- b) In order for this Project to occur, City shall contribute not less than \$8,500,000.00 in Tax Increment Financing assistance (“TIF Funds”) to Developer. These TIF Funds shall be borrowed by the City whether by bond or note, over a 20 year term at the lowest possible interest rate available to the City at the time of issuance (“TIF Incentive”), to be disbursed to the Developer pursuant to a TIF Disbursement Agreement, attached hereto as Exhibit D, and shall be repaid through the Available Tax Increment generated by the Property starting for the taxable year of 2027 (payable in 2028) plus any Annual Shortfall (as defined in Section III.B.2.c below). City’s Debt Service payments on the TIF Incentive shall be repaid through Available Tax Increment and is subject to Developer’s personal guarantee of the Annual Shortfall as set forth in Article III. Section B.2.c). Upon Developer’s receipt of such TIF Funds, which shall be governed by the TIF Disbursement Agreement attached hereto as Exhibit D, between the parties, Developer shall utilize the TIF Funds for the construction of the Project and for designated Qualified Expenditures and improvements as set forth in this Agreement. The City and Developer agree that the TIF Disbursement Agreement is subject to the review and approval of the lender for the Project, and the parties agree to work together in good faith the modify the TIF Disbursement Agreement as may be reasonable required by such lender.
- c) Any individual member of the Developer shall personally guarantee any Annual Shortfall, as defined in this Section III.B.2.c below starting for the taxable year of 2027 (payable in 2028). An Annual Shortfall exists when the City’s TIF Increment is less than the City’s Debt Service annual payments on the TIF Loan (“Annual Shortfall”). The City’s TIF Increment is defined as the property tax generated in any given year less the tax generated on the base value of the Property at the time the TIF was established. The City’s Debt Service annual payments is defined as the City’s debt service annually on Eight Million, Five Hundred Thousand Dollars (\$8,500,000), of TIF Assistance borrowed over 20 years at an interest rate of the lesser of the City’s lowest possible borrowing rate at the time or 5.5%. The formula for any Annual Shortfall is as follows:

Available Tax Increment

Less : City's Debt Service annual payment for the TIF Funds

= Annual Shortfall (if the difference is negative)

- d) At the time of the issuance of the TIF Funds, the City shall provide to Developer an amortization schedule showing the City's Debt Service for the TIF funds each year necessary to have repaid the TIF Funds in full over the course of the 20-year life of the City's bond or note at the City's lowest possible borrowing rate at the time or 5.5% (the lesser of the two).
- e) In the event of an Annual Shortfall, the owner of record for the Property and or the entity responsible for the payment of property tax assessed to the Property shall be invoiced for any Annual Shortfall that exists in a calendar year and shall pay the Annual Shortfall within thirty (30) days of receipt of the City's invoice. City may only invoice Developer for the Annual Shortfall, without adding any other costs or administrative expenses. If the owner of record for the Property and or the entity responsible for the payment of property tax assessed to the Property fails to pay for Annual Shortfall then City may place the unpaid amount as a Special Charge against the Property or enforce the Personal Guarantee as provided herein.
- f) Any individual member of the Developer shall provide the Personal Guarantee to the City and RDA, subject to their approval, for any Annual Shortfall realized pursuant to Section III.B.2.c. of this Agreement. The Personal Guarantee shall expire or be released upon the sooner of the (x) termination of the TID, (y) the retirement of the City's Debt Service on the specific bonds or notes issued for the TIF Funds, or (z) 20 years. Developer may, but shall not be obligated to, prepay the unpaid principal balance of the TIF Funds at any time, and if Developer elects to pay off the unpaid principal balance and any accrued but unpaid interest of the TIF Funds prior to the natural occurrence of the retirement of the debt, the Personal Guarantee shall be released by the City and RDA. In the event Developer elects to pay off the unpaid principal balance and any accrued but unpaid interest of the TIF Funds prior to the natural occurrence of the retirement of the debt ("Prepayment"), and the debt associated with the TIF Funds that creates the City's Debt Service may be paid off early at such time as the Developer makes the Prepayment, the City shall, if allowed by the nature of the debt, apply the Developer's Prepayment to the payoff of the debt so as to ensure the Prepayment satisfies the Developer's obligations to pay the City's Debt Service annual payment for the TIF Funds hereunder and eliminate the Annual Shortfall obligations hereunder.
- g) Notwithstanding anything else in this Agreement, no assignments shall be made of Personal Guarantee without the consent of the RDA and City which shall not be unreasonably withheld. The Personal Guarantee(s) provided under this section shall remain with the Developer until such time as any party assuming this Agreement as permitted herein enters into a new personal guarantee reasonably approved by the RDA and City. However, the obligation to satisfy payment of any Annual Shortfall, as provided in Section III.B.2.e. shall remain until the City's Debt Service is retired or the TID is terminated, whichever event is sooner.

3. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
- a) The Developer guarantees that the Property shall have a minimum aggregate assessed value equal to Thirty-Eight Million Dollars \$38,000,000.00 on or before January 1, 2028.
 - b) Except for the Property Transfer, Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient, and up to the limits of the TID and this Agreement, the value of the Qualified Expenditures shall also be reimbursed to Developer in accordance with the following:
 - i. 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 Base Value to determine Available Tax Increment.
 - ii. City shall first be entitled to Available Tax Increment as defined in Section II.C. to cover the City's Debt Service annual payment on the TIF Funds.
 - iii. City shall then be entitled to five percent (5%) of remaining Available Tax Increment to cover administrative costs incurred by the TID, and for public infrastructure and improvements within the new TID.
 - iv. Developer shall not be entitled to any Available Tax Increment unless the City's Debt Service annual payment on the TIF Funds for this Project has been met for that particular year. Upon reaching this threshold, the remaining Available Tax Increment shall be known as "TIF Increment" and distributed as follows:
 - (a) The City shall make available ninety five percent (95%) of the annual TIF Increment to the Developer (the "PAYGo Reimbursement") until all Qualified Expenditures have been repaid to Developer or the TID expires or is earlier terminated. After all qualified expenditures have been paid, or the incentive period expires, these funds will be applied to public infrastructure, public improvements, or other eligible costs within the TID.
 - (b) The PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after the full payment of the real estate taxes, Special Assessments and Special Charges against the Property for the previous year. For example, if the first occupancy permit is issued on September 1, 2030, the TIF Increment would be determined as of January 1, 2031, and the PAYGo reimbursement would first be payable in 2032.

4. Qualified Expenditures. TIF Funds and PAYGo Reimbursement payments shall be disbursed in the following priority, and only fund the following:
 - a) Public Improvements, if applicable, and environmental remediation related activities, and asbestos abatement related activities as may be required by State and Federal law; then
 - b) Private Improvements specifically approved by the City or RDA as stated in Section IV. C.4; then
 - c) Any other activity specifically approved by the City or RDA.
5. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property and / or provide a collateral assignment of this Agreement and the Disbursement Agreement and any escrow agreement related as a requirement of the Disbursement Agreement to a lender for the Project, pursuant to which, said lender may assume all rights and obligations of the Developer under this Agreement, upon approval of the RDA and City which approval may not be unreasonably withheld, provided however, that the City shall be obligated only to disburse TIF Incentives and/or TIF Increment to the party who has been assigned and has duly assumed this Agreement, as approved by the RDA and City, or a party with whom the City has entered into an alternative 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 Incentives available to Developer for the Project are limited as follows:

1. Monetary Limitation. The PAYGo Reimbursement in any year shall not exceed ninety-five percent (95%) of the Available TIF Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentives in excess of the total amount of Qualified Expenditures incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for PAYGo Reimbursement 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, PAYGo Reimbursement payments shall be made on or before September 1 of each year; provided, however, in no event shall PAYGo Reimbursement 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.
5. Maximum Life of the TID. Payments shall not be made beyond the statutory maximum life of the proposed TID.

- D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.
- E. Other Grants and Credits. The Developer and 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 June 1, 2024, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement. The Concept Plan shall clearly identify:
1. Any proposed changes in boundaries of the Property
 2. The approximate location of any proposed structures and/or projects to be built on the Property
 3. A preliminary rendering or other illustration of scale of proposed structures and buildings to be constructed 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 and such approval shall not be unreasonably withheld. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to January 1, 2025, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval and such approval shall not be unreasonably withheld. The Development Budget shall include:
1. Not less than Fifty-Five Million Dollars (\$55,000,000) in "hard" construction costs for the entire Project; and
 2. A line item of not less than five percent (5%) of total "hard" construction costs for the Project and 5% of the "soft" construction costs for the Project (excluding reserves and developer fees) for cost overruns and change orders as total contingency; and

3. A line item of not less than one percent (1%) of the Minimum Assessed Value, 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) The Property and costs associated with the Property Transfer
 - b) Environmental and hazardous material remediation and related activities
 - c) Public Improvements
 - d) Utility relocation costs.
 - e) 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.
 - f) Enhanced building design, architecture, or materials beyond basic code requirements as approved by the RDA.
 - g) Enhanced landscaping beyond basic code requirements as approved by the RDA.
 - h) Costs associated with the construction of structured parking on the Property allowing for better building design and improving the overall function of the site.
 - i) Enhanced stormwater management costs allowing for better building design and improving the overall function of the site.
 - j) 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.
 - k) Site improvements related to providing access to public transit or alternative transportation options or bicycle related infrastructure, or electric vehicle charging.
 - l) Enhanced pedestrian, bicycle, and streetscape improvements beyond basic code requirements as approved by the RDA.

- m) 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.
 - n) Costs associated with the borrowing of the amounts to be reimbursed by the TIF Funds until such time as the TIF Funds are received.
- 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 commitments equal to not less than eighteen percent (18%) of the Development Budget less anticipated grants and TIF Incentives ("Equity") for injection into the Project and otherwise in an amount sufficient to obtain financing for all Project costs. Any available Equity 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 other third party financing may be used to pay Project costs.
- G. Proof of Financing. By no later than January 1, 2025, Developer shall have delivered proof reasonably satisfactory to the City and RDA of financing, which combined with the injection of the Equity into the Project and the TIF Incentives, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

- H. Acquisition of Property. Not later than December 31, 2024 and subject to the City's obligations hereunder, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. 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.
- J. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenditures as set forth in the approved Development Budget.
- L. 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 substantially completed as evidenced by occupancy permit no later than August 31, 2027. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. 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.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. 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.
- P. 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 for review and consent by the City and the RDA, which such consent may not be unreasonably withheld, conditioned or delayed. 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. 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 ("PILOT") prior to the closure of the TID, the City shall be entitled to a PILOT amount equal to 100% of the property tax assessed on the Property. Provided a PILOT exists as a result of the foregoing, following the closure of the TID, the City shall be entitled to a PILOT amount equal to 40% of the property tax assessed on the Property.
 3. Right of First Refusal. Developer shall not sell, trade, grant, or encumber the Property, except as specifically provided herein. Should, the City in its sole discretion determine that the Developer has not substantially completed the Project in accordance with Article IV. L above, by August 31, 2027, Developer shall provide City the exclusive right, for a period not to exceed one (1) year from the determination of incompleteness of the Project to purchase an undeveloped or substantially underdeveloped portion of the Property. For clarity, the City's exclusive right to purchase the Property due to Developer's inability to complete the Project shall only be effective if Developer has failed to complete the Project on or before August 31, 2027. The purchase price shall be equivalent to the purchase price paid for the Property under this Agreement. This Right of First Refusal shall run with the land and shall survive the termination or expiration of this Agreement, and shall remain in place until such time as the Project is completed in accordance with Article IV. L above. For clarity, this right of first refusal and Developer's prohibition against encumbering the Property shall not apply if Developer for the purpose of obtaining financing or refinancing any loan(s) which require a mortgage to encumber the Property, places a mortgage on the Property.
- Q. 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.
- R. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601 et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and
 - b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.
- S. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:
 1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;

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

of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

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

T. 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 RDA and City intend to create a new TID effective January 1, 2024, and once created shall be in effect and in good standing with and 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 RDA and City intend to create a new TID effective January 1, 2024, and once created shall be in effect and in good standing with and certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no adversely 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 and Project, when completed, will 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 the real 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 written notice of such failure to pay;
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 which is not made true or cannot be made true within thirty (30) business days of written notice of such discrepancy.
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 reasonable 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. Except as permitted by Section VII. D. 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 to Developer in full by Available 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.c.; III.B.2.c.; III.B.2.e.; III. D.; IV.E.; IV.I.; IV.K.; IV.P.2.; IV.Q.; IV. R.2; IV.T.1.; IV. T.2.; 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.K.; X.L.; X. N.; X. O.; X.P.; X.Q.; X. R.; and X.T. 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. Except for to an entity created solely for the purposes of owning the Project and over which the Developer maintains managerial control, 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. Except for intentionally harmful acts, 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. Except for intentionally harmful acts, 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, pandemics including but not limited to COVID-19 or any variant of COVID-19, 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 three hundred sixty-five (365) 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
 - 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
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- Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- S. Due Authority. Developer shall provide to the City and RDA a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions.
- T. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 3

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

**DEVELOPER:
NOVA GB, LLC**

By: _____
NOVA GB Sponsor, LLC
Manager

By: _____
Tim Gokhman, Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2024, the above named _____ to me known to be the person(s) 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 NOVA GB, LLC

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 NOVA GB, LLC ENTERPRISES, LLC

By: _____
Gary J. Delveaux, Chair

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 202, 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



EXHIBT B
Legal Description

DESCRIPTION OF PARCEL 12-112

All of Lots 29, 30, 31, 46, 47 and 48, according to the recorded Plat of Navarino;

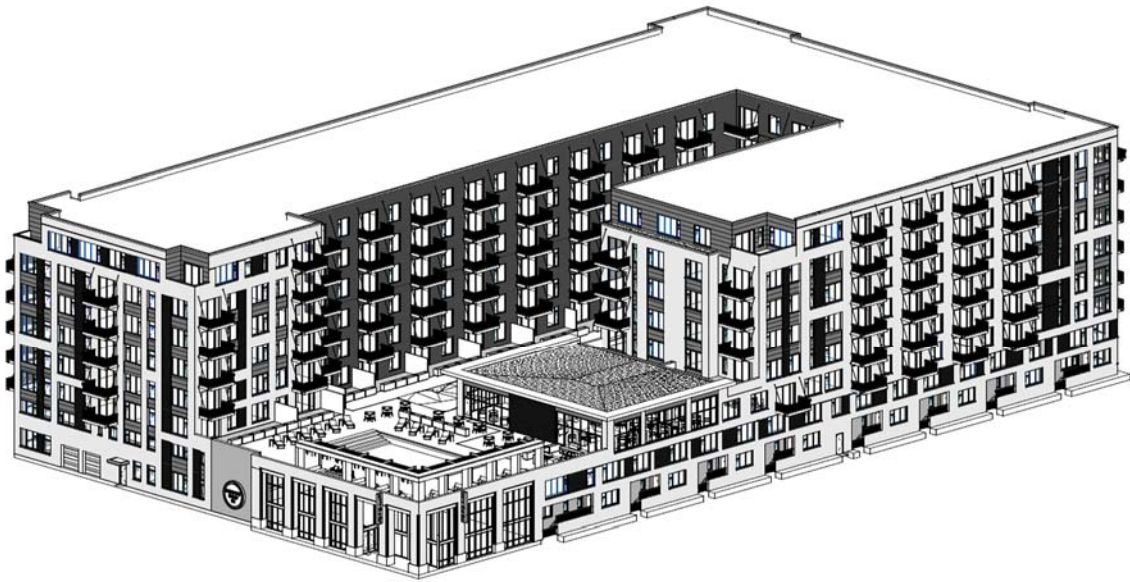
also, that part of Lots 32 and 45, according to the recorded Plat of Navarino, lying southerly of Lot 2, Brown County Certified Survey Map Number 2215, recorded in Volume 10 of Certified Survey Maps, page 79, as Document Number 958383, now known as Baylake City Center Condominium, recorded in Volume 4 of Condominium Plats, Page 190, as Document Number 2173810, (said Certified Survey Map Number 2215 and Baylake City Center Condominium being part of Lots 32-35 and 42-45, according to the recorded Plat of Navarino, and the Vacated Pine Street and the Vacated Washington Street rights-of way, recorded in Jacket 4707, Image 1, as Document Number 958327);

also, the vacated Public Alley lying easterly of Lots 29, 30, 31, and westerly of Lots 46, 47 and 48, according to the recorded Plat of Navarino, recorded in Jacket 4707, Image 1, as Document Number 958327;

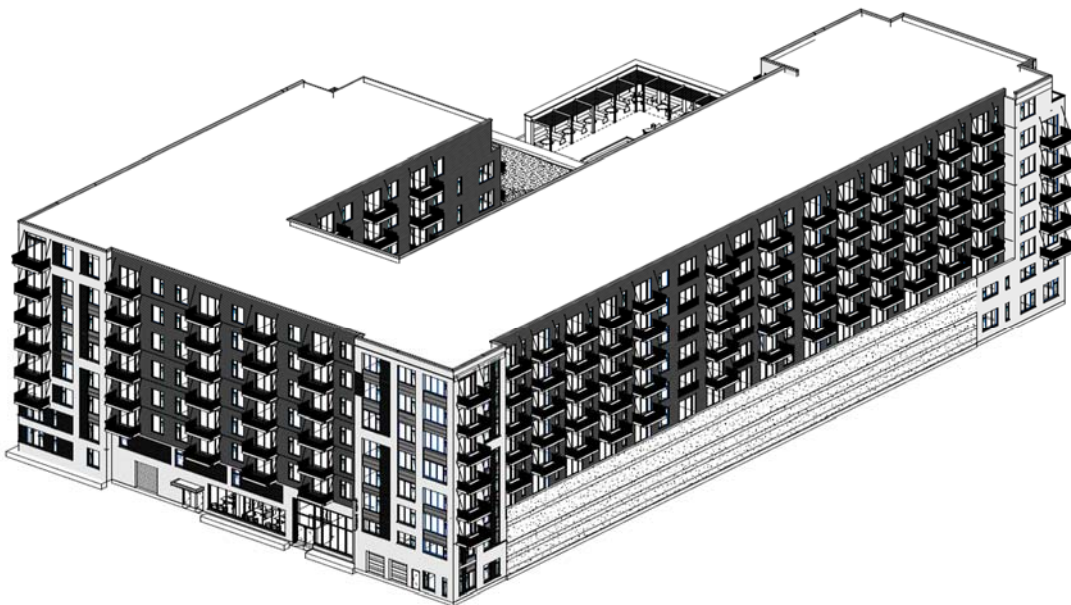
all located in the City of Green Bay, Brown County, Wisconsin.

Tax parcel number 12-112.

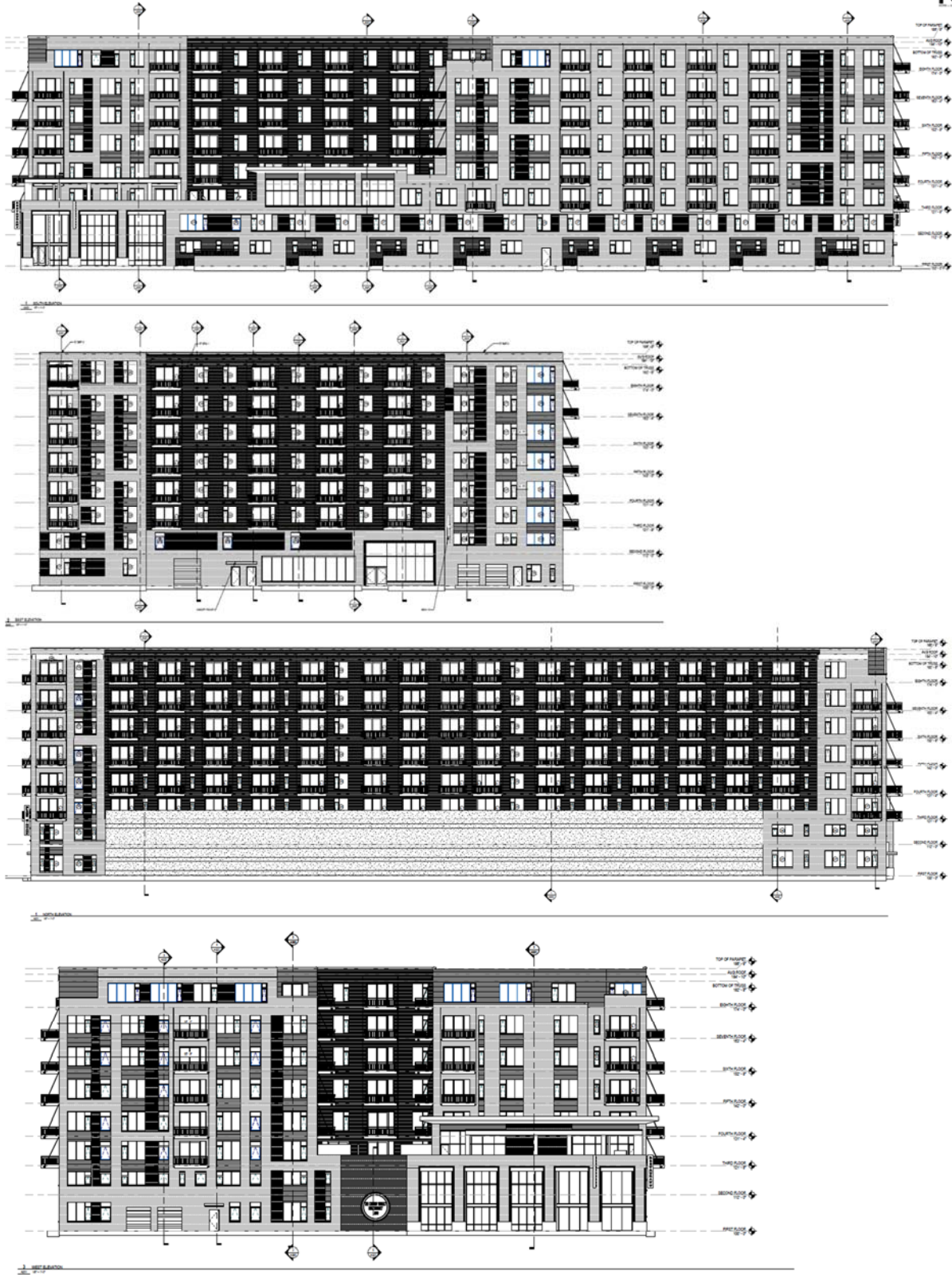
EXHIBIT C
Preliminary Concept Plan



1 NORTHEAST CORNER



2 SOUTHWEST CORNER

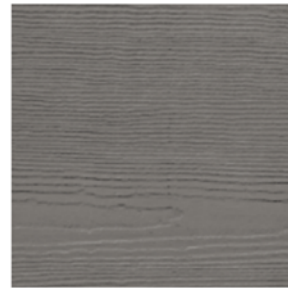




EXTERIOR BRICK MASONRY #1



EXTERIOR BRICK MASONRY #2



EXTERIOR FIBER CEMENT BOARD SIDING



EXTERIOR STONE MASONRY #1
(Pedestal of Columns condition)



EXTERIOR STONE MASONRY #2
(Poolside Cabana condition)



EXTERIOR STONE MASONRY #3
(Sill Condition)



PRE-CAST CONCRETE PANEL



PRE-FINISHED ALUMINUM
(Coping Condition)



PRE-FINISHED ALUMINUM
(Balcony Condition)



SOUTHWEST STREET CORNER LOOKING NORTH



SOUTHEAST CORNER LOOKING NORTH



POOLSIDE CABANA LOOKING NORTH



RESTAURANT WALKWAY CORNER LOOKING WEST



CHERRY STREET LOOKING EAST TOWARD



CHERRY STREET LOOKING EAST



CHERRY STREET LOOKING WEST

EXHIBIT D
TIF Disbursement Agreement

[We should replace this with the edited document since we have one]



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 24-04
221 CHERRY STREET REDEVELOPMENT

This Development Agreement is made this [date]21st day of ~~May~~October, 2024,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”),
and NOVA GB SPE, LLC, a ~~Wisconsin~~Delaware limited liability company (“Developer”), an affiliated
entity of NOVA GB LLC and New Land Enterprises, LLC.

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>
12-112	221 Cherry St.	1.447	\$0.00

- B. The parcel listed in A. above shall be referred to as the “Property.” The Property comprises approximately one and four hundred forty-seven thousandths (1.447) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

- C. Developer intends to complete improvements on the Property in accordance with this Agreement, which include but are not necessarily limited to the following (the “Project”):

Constructing an eight (8) story mixed-use building, including approximately two hundred sixty-eight (268) market rate multi-family apartment units, approximately fourth thousand eight hundred fifty (4,850) square feet of commercial space on the first floor, and an internal two (2) story parking ramp.

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 Zero Dollars (\$0.00) which based on the assessed tax rates in effect as of January 1, 2024, the Property yields approximately:

1. Zero Dollars (\$0.00) in total gross real estate taxes annually (assessed mill rate of \$19.34);
2. Zero Dollars (\$0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be at least Thirty-Eight Million Dollars (\$38,000,000), which is anticipated to yield approximately:

1. Seven Hundred Thirty-Four Thousand Nine Hundred Twenty Dollars (\$734,920) in total gross real estate taxes annually (assessed mill rate of \$19.34);

2. Two Hundred Ninety-Five Thousand Two Hundred Sixty Dollars (\$295,260) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

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

- F. 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 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."
- G. Developer has requested assistance from the City and RDA with regard to certain expenses, including, but not limited to; demolition; environmental remediation; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which tax incremental financing assistance by the City may be afforded to the 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 the Project will remediate environmental contamination and/or enhance the physical landscape, build new structures with high-performance designs, systems, and finishes, create a significantly higher per-acre property value than adjacent properties and the City average, generate property taxes greater than the cost of providing infrastructure and services, build new 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 residential and 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.
- J. The parties hereby acknowledge and agree that the following may not be completed prior to execution of this Agreement but shall occur promptly thereafter (i) the TID as defined in Section II.T. below shall be created by the City; (ii) the City shall relocate the public art located on the Property to a location other than the Property; and (iii) the City shall close on the sale of the Property to Developer.

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 incentives as set forth in this Agreement. The City intends to recover its costs through the TIF Increment as defined in Section III.B.2.b. below 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. 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 Zero Dollars (\$0.00).
- E. “City” means the City of Green Bay, Brown County, Wisconsin.
- F. “Concept Plan” means the plan for the Project.
- G. “Developer” means NOVA GB [SPE](#), LLC or any assignee of the same.
- H. “Exhibits” means the supplementary reference information attached to this development agreement that shall include the following:

1. Exhibit A – Map of the Property
 2. Exhibit B – Legal Description of the Property
 3. Exhibit C – Preliminary Concept Plan
 4. Exhibit D – TIF Disbursement Agreement
- I. Intentionally Omitted.
- J. “Plans and Specifications” means the plans and specifications developed for the Project.
- K. “Preliminary Concept Plan” means the initial Concept Plan, a copy of which is attached as EXHIBIT C and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion which may not be unreasonably withheld.
- 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, lighting, streetscape, pedestrian, and bicycle improvements; and
 2. Public Art; and
 3. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 4. telephone, high-speed cable or internet service, and related technology infrastructure; and
 5. natural gas, electrical power, and other public utilities; and
 6. any related engineering, grading, erosion control, and landscaping; and
 7. 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. 4.

- Q. “Special Assessment” means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- R. “Special Charge” means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- S. “Tax Increment” means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year’s assessed 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” or “TIF Incentives” means each incentive or incentives collectively as set forth in Section III.B and Section III.C of this Agreement up to 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 Incentives. The TIF Incentives available to Developer under this Agreement shall be defined as the following:
 - 1. Property Transfer. The City and/or RDA shall convey the Property to the Developer through the following process:
 - a) ~~Not later than sixty (60) days following the mutual execution of this Agreement~~Prior to January 1, 2025, the City and/or RDA shall convey Tax Parcel 12-112, excluding all City and/or RDA parcels or right-of way, to Developer, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, for the sum of one dollar (\$1.00), and shall provide an owner's policy of title insurance at the time of conveyance.
 - b) Upon transfer of the Property to Developer, the Developer shall enter into written month-to-month Lease of the Property with the City and/or RDA for continued parking use to allow for additional time for the City to relocate parking commitments and monuments existing on the Property. The parties agree that the monthly rent shall not exceed one-dollar (\$1.00) per month.

- c) The RDA shall take a Preferred Forgivable Equity Investment in the Project of Seven Hundred Seventeen Thousand and One Hundred Dollars (\$717,100), which is the estimated value of the Property that will be transferred to the Developer. The Preferred Forgivable Equity Investment shall be secured by this Agreement, shall survive the expiration of this Agreement, and shall be forgiven at the point in time that the aggregate assessed value of the Property is greater than or equal to Thirty-Eight Million Dollars (\$38,000,000.00) ("Minimum Assessed Value"). Should the aggregate assessed value of the Property fail to be greater than or equal to the Minimum Assessed Value on or before January 1, 2028, the Developer shall pay the City and/or RDA the Preferred Forgivable Equity Investment.

2. TIF Funds and Personal Guarantee.

- a) Except the Property Transfer outlined in Section III.B.1.a. above, and the TIF Funds as defined in Section III.B.2.b. below, the Developer shall obtain all necessary equity and private loan commitments that are necessary to complete the Project.
- b) In order for this Project to occur, City shall contribute not less than \$8,500,000.00 in Tax Increment Financing assistance ("TIF Funds") to Developer. These TIF Funds shall be borrowed by the City whether by bond or note, over a 20 year term at the lowest possible interest rate available to the City at the time of issuance ("TIF Incentive"), to be disbursed to the Developer pursuant to a TIF Disbursement Agreement, attached hereto as Exhibit D, and shall be repaid through the Available Tax Increment generated by the Property starting for the taxable year of 2027 (payable in 2028) plus any Annual Shortfall (as defined in Section III.B.2.c below). City's Debt Service payments on the TIF Incentive shall be repaid through Available Tax Increment and is subject to Developer's personal guarantee of the Annual Shortfall as set forth in Article III. Section B.2.c). Upon Developer's receipt of such TIF Funds, which shall be governed by the TIF Disbursement Agreement attached hereto as Exhibit D, between the parties, Developer shall utilize the TIF Funds for the construction of the Project and for designated Qualified Expenditures and improvements as set forth in this Agreement. The City and Developer agree that the TIF Disbursement Agreement is subject to the review and approval of the lender for the Project, and the parties agree to work together in good faith the modify the TIF Disbursement Agreement as may be reasonable required by such lender.
- c) Any individual member of the Developer shall personally guarantee any Annual Shortfall, as defined in this Section III.B.2.c below starting for the taxable year of 2027 (payable in 2028). An Annual Shortfall exists when the City's TIF Increment is less than the City's Debt Service annual payments on the TIF Loan ("Annual Shortfall"). The City's TIF Increment is defined as the property tax generated in any given year less the tax generated on the base value of the Property at the time the TIF was established. The City's Debt Service annual payments is defined as the City's debt service annually on Eight Million, Five Hundred Thousand Dollars (\$8,500,000), of TIF Assistance borrowed over 20 years at an interest rate of the lesser of the City's lowest possible borrowing rate at the time or 5.5%. The formula for any Annual Shortfall is as follows:

Available Tax Increment

Less : City's Debt Service annual payment for the TIF Funds

= Annual Shortfall (if the difference is negative)

- d) At the time of the issuance of the TIF Funds, the City shall provide to Developer an amortization schedule showing the City's Debt Service for the TIF funds each year necessary to have repaid the TIF Funds in full over the course of the 20-year life of the City's bond or note at the City's lowest possible borrowing rate at the time or 5.5% (the lesser of the two).
- e) In the event of an Annual Shortfall, the owner of record for the Property and or the entity responsible for the payment of property tax assessed to the Property shall be invoiced for any Annual Shortfall that exists in a calendar year and shall pay the Annual Shortfall within thirty (30) days of receipt of the City's invoice. City may only invoice Developer for the Annual Shortfall, without adding any other costs or administrative expenses. If the owner of record for the Property and or the entity responsible for the payment of property tax assessed to the Property fails to pay for Annual Shortfall then City may place the unpaid amount as a Special Charge against the Property or enforce the Personal Guarantee as provided herein.
- f) Any individual member of the Developer shall provide the Personal Guarantee to the City and RDA, subject to their approval, for any Annual Shortfall realized pursuant to Section III.B.2.c. of this Agreement. The Personal Guarantee shall expire or be released upon the sooner of the (x) termination of the TID, (y) the retirement of the City's Debt Service on the specific bonds or notes issued for the TIF Funds, or (z) 20 years. Developer may, but shall not be obligated to, prepay the unpaid principal balance of the TIF Funds at any time, and if Developer elects to pay off the unpaid principal balance and any accrued but unpaid interest of the TIF Funds prior to the natural occurrence of the retirement of the debt, the Personal Guarantee shall be released by the City and RDA. In the event Developer elects to pay off the unpaid principal balance and any accrued but unpaid interest of the TIF Funds prior to the natural occurrence of the retirement of the debt ("Prepayment"), and the debt associated with the TIF Funds that creates the City's Debt Service may be paid off early at such time as the Developer makes the Prepayment, the City shall, if allowed by the nature of the debt, apply the Developer's Prepayment to the payoff of the debt so as to ensure the Prepayment satisfies the Developer's obligations to pay the City's Debt Service annual payment for the TIF Funds hereunder and eliminate the Annual Shortfall obligations hereunder.
- g) Notwithstanding anything else in this Agreement, no assignments shall be made of Personal Guarantee without the consent of the RDA and City which shall not be unreasonably withheld. The Personal Guarantee(s) provided under this section shall remain with the Developer until such time as any party assuming this Agreement as permitted herein enters into a new personal guarantee reasonably approved by the RDA and City. However, the obligation to satisfy payment of any Annual Shortfall, as provided in Section III.B.2.e. shall remain until the City's Debt Service is retired or the TID is terminated, whichever event is sooner.

3. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
- a) The Developer guarantees that the Property shall have a minimum aggregate assessed value equal to ~~the Minimum Assessed Value~~ Thirty-Eight Million Dollars \$38,000,000.00 on or before January 1, 2028.
 - b) Except for the Property Transfer, Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient, and up to the limits of the TID and this Agreement, the value of the Qualified Expenditures shall also be reimbursed to Developer in accordance with the following:
 - i. 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 Base Value to determine Available Tax Increment.
 - ii. City shall first be entitled to Available Tax Increment as defined in Section II.C. to cover the City's Debt Service annual payment on the TIF Funds.
 - iii. City shall then be entitled to five percent (5%) of remaining Available Tax Increment to cover administrative costs incurred by the TID, and for public infrastructure and improvements within the new TID.
 - iv. Developer shall not be entitled to any Available Tax Increment unless the City's Debt Service annual payment on the TIF Funds for this Project has been met for that particular year. Upon reaching this threshold, the remaining Available Tax Increment shall be known as "TIF Increment" and distributed as follows:
 - (a) The City shall make available ninety five percent (95%) of the annual TIF Increment to the Developer (the "PAYGo Reimbursement") until all Qualified Expenditures have been repaid to Developer or the TID expires or is earlier terminated. After all qualified expenditures have been paid, or the incentive period expires, these funds will be applied to public infrastructure, public improvements, or other eligible costs within the TID.
 - (b) The PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after the full payment of the real estate taxes, Special Assessments and Special Charges against the Property for the previous year. For example, if the first occupancy permit is issued on September 1, 2030, the TIF Increment would be determined as of January 1, 2031, and the PAYGo reimbursement would first be payable in 2032.

4. Qualified Expenditures. TIF Funds and PAYGo Reimbursement payments shall be disbursed in the following priority, and only fund the following:
 - a) Public Improvements, if applicable, and environmental remediation related activities, and asbestos abatement related activities as may be required by State and Federal law; then
 - b) Private Improvements specifically approved by the City or RDA as stated in Section IV. C.4; then
 - c) Any other activity specifically approved by the City or RDA.
5. Assignment. ~~The Developer may provide a collateral assignment of this Agreement and the Disbursement Agreement and any escrow agreement created as a requirement of the Disbursement Agreement to the lender for the Project, pursuant to which, the lender for the Project, may assume all rights and obligations of the Developer under this Agreement without further consent by the City or RDA ("Collateral Assignment").~~ Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property and / or provide a collateral assignment of this Agreement and the Disbursement Agreement and any escrow agreement related as a requirement of the Disbursement Agreement to a lender for the Project, pursuant to which, said lender may assume all rights and obligations of the Developer under this Agreement, upon approval of the RDA and City which approval may not be unreasonably withheld, provided however, that the City shall be obligated only to disburse TIF Incentives and/or TIF Increment to the party who has been assigned and has duly assumed this Agreement, as approved by the RDA and City, or a party with whom the City has entered into an alternative 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 Incentives available to Developer for the Project are limited as follows:

1. Monetary Limitation. The PAYGo Reimbursement in any year shall not exceed ninety-five percent (95%) of the Available TIF Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentives in excess of the total amount of Qualified Expenditures incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for PAYGo Reimbursement and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, an 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, PAYGo Reimbursement payments shall be made on or before September 1 of each year; provided, however, in no event shall PAYGo Reimbursement 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.

5. Maximum Life of the TID. Payments shall not be made beyond the statutory maximum life of the proposed TID.
- D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.
- E. Other Grants and Credits. The Developer and 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 June 1, 2024, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement. The Concept Plan shall clearly identify:
1. Any proposed changes in boundaries of the Property
 2. The approximate location of any proposed structures and/or projects to be built on the Property
 3. A preliminary rendering or other illustration of scale of proposed structures and buildings to be constructed 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 and such approval shall not be unreasonably withheld. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to January 1, 2025, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval and such approval shall not be unreasonably withheld. The Development Budget shall include:
1. Not less than Fifty-Five Million Dollars (\$55,000,000) in "hard" construction costs for the entire Project; and

2. A line item of not less than five percent (5%) of total “hard” construction costs for the Project and 5% of the “soft” construction costs for the Project (excluding reserves and developer fees) ~~costs~~ for cost overruns and change orders as total contingency; and
3. A line item of not less than one percent (1%) of the Minimum Assessed Value, 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) The Property and costs associated with the Property Transfer
 - b) Environmental and hazardous material remediation and related activities
 - c) Public Improvements
 - d) Utility relocation costs.
 - e) 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.
 - f) Enhanced building design, architecture, or materials beyond basic code requirements as approved by the RDA.
 - g) Enhanced landscaping beyond basic code requirements as approved by the RDA.
 - h) Costs associated with the construction of structured parking on the Property allowing for better building design and improving the overall function of the site.
 - i) Enhanced stormwater management costs allowing for better building design and improving the overall function of the site.
 - j) 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.
 - k) Site improvements related to providing access to public transit or alternative transportation options or bicycle related infrastructure, or electric vehicle charging.

- l) Enhanced pedestrian, bicycle, and streetscape improvements beyond basic code requirements as approved by the RDA.
 - m) 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.
 - n) Costs associated with the borrowing of the amounts to be reimbursed by the TIF Funds until such time as the TIF Funds are received.
- 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 commitments equal to not less than ~~eighteen~~twenty percent (~~1820~~%) of the Development Budget less anticipated grants and TIF Incentives (“Equity”) for injection into the Project and otherwise in an amount sufficient to obtain financing for all Project costs. Any available Equity 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 other third party financing may be used to pay Project costs.
- G. Proof of Financing. By no later than January 1, 2025, Developer shall have delivered proof reasonably satisfactory to the City and RDA of financing, which combined with the injection of the Equity into the Project and the TIF Incentives, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

- H. Acquisition of Property. ~~Within sixty (60) days of the mutual execution of this Agreement and subject to the City's obligations hereunder, By no later than December 31, 2024.~~ Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. 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.
- J. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenditures as set forth in the approved Development Budget.
- L. 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 substantially completed as evidenced by occupancy permit no later than August 31, June 30, 2027. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. 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.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. 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.
- P. 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 for review

and consent by the City and the RDA, which such consent may not be unreasonably withheld, conditioned or delayed. ~~The City or RDA may deny the request for any commercially reasonable reason. Except as a result of the foregoing or as a result of the Collateral Assignment.~~ 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. 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 (“PILOT”) prior to the closure of the TID, the City shall be entitled to a PILOT amount equal to 100% of the property tax assessed on the Property. Provided a PILOT exists as a result of the foregoing, following the closure of the TID, the City shall be entitled to a PILOT amount equal to 40% of the property tax assessed on the Property.
3. Right of First Refusal. Developer shall not sell, trade, grant, or encumber the Property, except as specifically provided herein. Should, the City in its sole discretion determine that the Developer has not substantially completed ~~any elements of~~ the Project in accordance with Article IV. L above, as defined herein by August 31, 2027, Developer shall provide City the exclusive right, for a period not to exceed one (1) year from the determination of incompleteness of the Project to purchase an undeveloped or substantially and materially underdeveloped portion of the Property. For clarity, the City’s exclusive right to purchase the Property due to Developer’s inability to complete the Project shall only be effective if Developer has failed to complete the Project on or before August 31~~June 30~~, 2027. The purchase price shall be equivalent to the purchase price paid for the Property under this Agreement. This Right of First Refusal shall run with the land and shall survive the termination or expiration of this Agreement, and shall remain in place until such time as the aggregate assessed Property value meets or exceeds the Minimum Assessed Value~~Project is completed in accordance with Article IV. L above.~~ For clarity, this right of first refusal and Developer’s prohibition against encumbering the Property shall not apply if Developer for the purpose of obtaining financing or refinancing any loan(s) which require a mortgage to encumber the Property, places a mortgage on the Property.

Q. 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.

R. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are

commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

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

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

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

T. 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 RDA and City intend to create a new TID effective January 1, 2024, and once created shall be in effect and in good standing with and 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 RDA and City intend to create a new TID effective January 1, 2024, and once created shall be in effect and in good standing with and certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

- B. No Material Change in Developer Operations. There has been no adversely 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 and Project, when completed, will 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 the real 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 written notice of such failure to pay;
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 which is not made true or cannot be made true within thirty (30) business days of written notice of such discrepancy.
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 reasonable 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. Except as permitted by Section VII. D. 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 to Developer in full by Available 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.c.; III.B.2.c.; III.B.2.e.; III. D.; IV.E.; IV.I.; IV.K.; IV.P.2.; IV.Q.; IV. R.2; IV.T.1.; IV. T.2.; 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.K.; X.L.; X. N.; X. O.; X.P.; X.Q.; X. R.; and X.T. 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. Except for to an entity created solely for the purposes of owning the Project and over which the Developer maintains managerial control, 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. Except for intentionally harmful acts, 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. Except for intentionally harmful acts, 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, pandemics including but not limited to COVID-19 or any variant of COVID-19, 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 three hundred sixty-five (365) 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~~July 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
 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: New Land Enterprises, LLC
 Address: 1840 N Farwell Ave. STE A, Milwaukee, WI 53202
 e-mail: tim@newlandmke.com
 phone: 414-271-5263

with a copy to: Attorney Name Sheldon Oppermann
 Firm Address 1840 N Farwell Ave. STE A
 Firm City, Zip Milwaukee, WI 53202
 email: sheldon@newlandmke.com
 phone: 414-550-9717

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. This Agreement may be signed electronically and 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 (each a “Permitted Lien”). 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) that is not a Permitted Lien.

- Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- S. Due Authority. Developer shall provide to the City and RDA a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions.
- T. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

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

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and NOVA GB, LLC

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and NOVA GB, LLC ENTERPRISES, LLC

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 202, 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



EXHIBT B
Legal Description

DESCRIPTION OF PARCEL 12-112

All of Lots 29, 30, 31, 46, 47 and 48, according to the recorded Plat of Navarino;

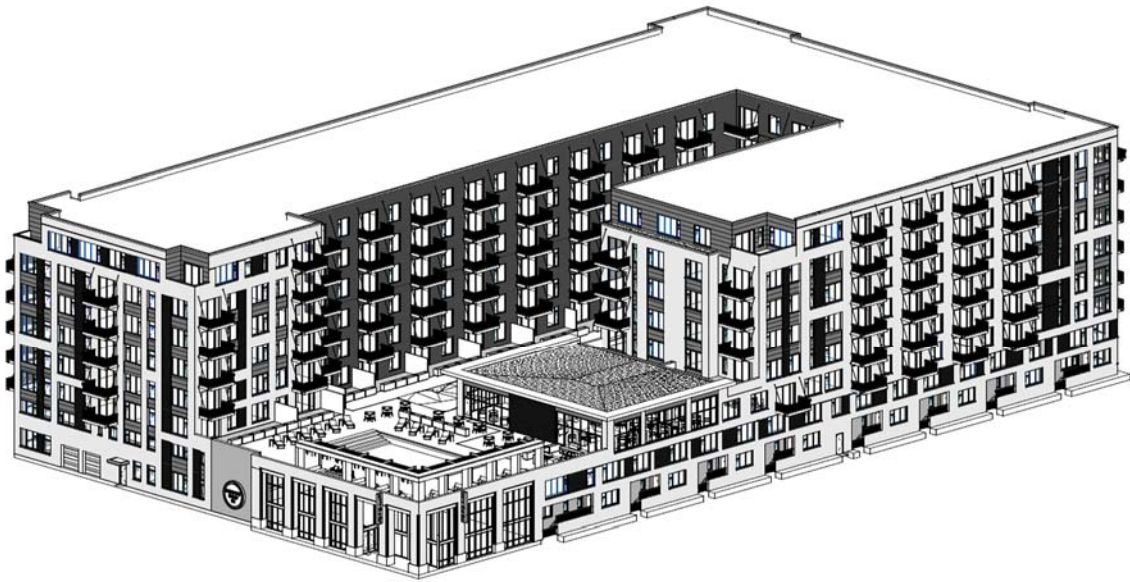
also, that part of Lots 32 and 45, according to the recorded Plat of Navarino, lying southerly of Lot 2, Brown County Certified Survey Map Number 2215, recorded in Volume 10 of Certified Survey Maps, page 79, as Document Number 958383, now known as Baylake City Center Condominium, recorded in Volume 4 of Condominium Plats, Page 190, as Document Number 2173810, (said Certified Survey Map Number 2215 and Baylake City Center Condominium being part of Lots 32-35 and 42-45, according to the recorded Plat of Navarino, and the Vacated Pine Street and the Vacated Washington Street rights-of way, recorded in Jacket 4707, Image 1, as Document Number 958327);

also, the vacated Public Alley lying easterly of Lots 29, 30, 31, and westerly of Lots 46, 47 and 48, according to the recorded Plat of Navarino, recorded in Jacket 4707, Image 1, as Document Number 958327;

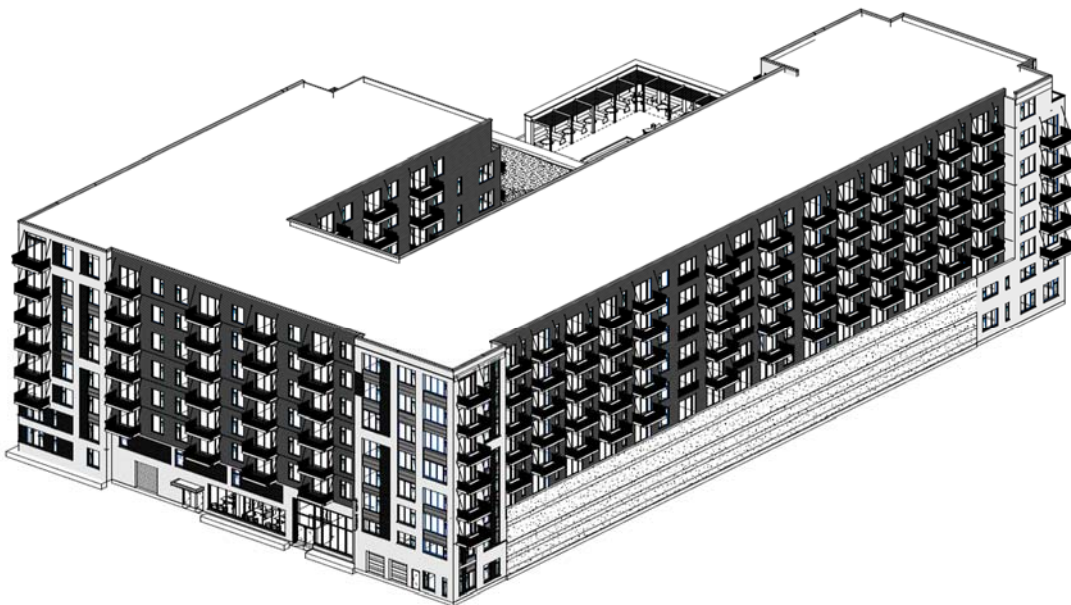
all located in the City of Green Bay, Brown County, Wisconsin.

Tax parcel number 12-112.

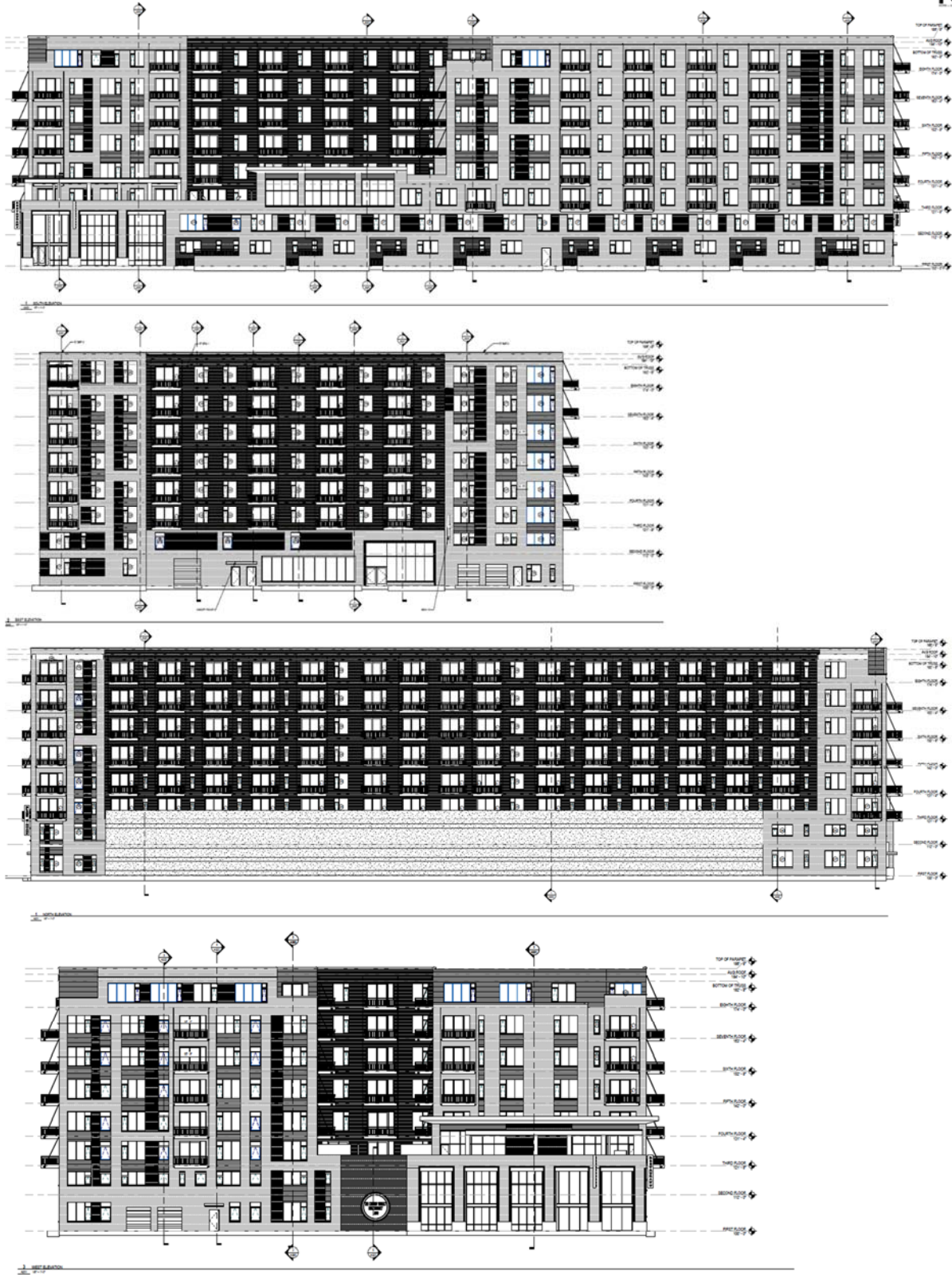
EXHIBIT C
Preliminary Concept Plan



1 NORTHEAST CORNER



2 SOUTHWEST CORNER

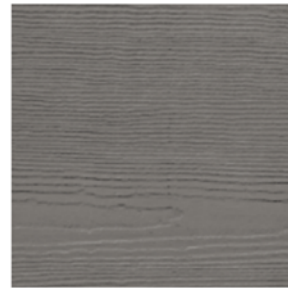




EXTERIOR BRICK MASONRY #1



EXTERIOR BRICK MASONRY #2



EXTERIOR FIBER CEMENT BOARD SIDING



EXTERIOR STONE MASONRY #1
(Pedestal of Columns condition)



EXTERIOR STONE MASONRY #2
(Poolside Cabana condition)



EXTERIOR STONE MASONRY #3
(Sill Condition)



PRE-CAST CONCRETE PANEL



PRE-FINISHED ALUMINUM
(Coping Condition)



PRE-FINISHED ALUMINUM
(Balcony Condition)



SOUTHWEST STREET CORNER LOOKING NORTH



SOUTHEAST CORNER LOOKING NORTH



POOLSIDE CABANA LOOKING NORTH



RESTAURANT WALKWAY CORNER LOOKING WEST



CHERRY STREET LOOKING EAST TOWARD



CHERRY STREET LOOKING EAST



CHERRY STREET LOOKING WEST

EXHIBIT D
TIF Disbursement Agreement

[We should replace this with the edited document since we have one]

**TAX INCREMENT FINANCING (TIF) DISBURSEMENT AGREEMENT
CITYDECK COMMONS**

This Tax Increment Financing Disbursement Agreement is made and entered into this _____ day of _____, 2024, by and between the **Redevelopment Authority of the City of Green Bay** (hereinafter “RDA”), the **City of Green Bay** (hereinafter “CITY”), **NOVA GB LLC**, a Wisconsin Limited Liability Company (hereinafter “TIF RECIPIENT”). The RDA, CITY, and TIF RECIPIENT may sometimes be referred to individually as “Party” and collectively “Parties.”

WHEREAS, the Parties have entered into a Development Agreement dated May __, 2024 relating to the Property (the “Development Agreement”).

WHEREAS, the RDA owns property (hereinafter the “Property”) (parcel no. 12-112) located at 221 Cherry Stret, Green Bay, Wisconsin; and

WHEREAS, the CITY and RDA desire to have TIF RECIPIENT construct an eight (8) story mixed-use building, including approximately two hundred sixty-eight (268) market-rate multi-family apartment units, approximately fourth thousand eight hundred fifty (4,850) square feet of commercial space on the first floor, and an internal two (2) story parking ramp (the “Project”); and

WHEREAS, CITY and RDA desire to see the Property developed into an active mixed-use development that generates economic activity and tax base for the community; and

NOW THEREFORE based upon the covenants and considerations contained herein, the Parties mutually agree as follows:

1. The real estate subject to this Agreement, is located in the City of Green Bay, Brown County, State of Wisconsin, and is legally described as follows:

Parcel 12-112

LEGAL DESCRIPTION NEEDED

2. The term of this Agreement shall be twenty-five (25) years or until TIF RECIPIENT satisfies the full amount of the CITY’s debt service pursuant to the terms and conditions of the Development Agreement, whichever occurs sooner.

- ~~3. Pursuant to the terms of the Development Agreement between the Parties, the tax increment financing (hereinafter "TIF") amount of not less than \$8.5 million shall be placed into an escrow account as a lump sum into TIF RECIPIENT's bank.~~
- ~~4. TIF RECIPIENT shall draw first from the Developer's equity account prior to accessing any TIF monies from CITY or RDA. Thereafter, TIF monies may be drawn from the escrow account on a percentage basis along with any of TIF RECIPIENT's loan monies. The percentage basis for draw calculations shall be as follows: For every \$1,000.00 spent related to the Project, CITY or RDA shall authorize the disbursement of \$150.00 after review and written approval by CITY or RDA of any invoices for any work completed.~~
- ~~5. All draws shall be expressly approved in writing by all of the following parties before the draw occurs: TIF RECIPIENT, RDA, and CITY. The TIF RECIPIENT, RDA, and CITY agree to work together in good faith to process draw requests and related requests for disbursement in good faith and in a timely manner. In the event any item of a draw or disbursement request is disputed, the parties agree to modify the request to allow the undisputed items to be processed without unnecessary delay.~~
- ~~6. This Agreement shall not take effect until final approval by the RDA and CITY and upon execution.~~
- ~~7. This Agreement may be terminated only upon written consent of the parties.~~
- ~~8. This Agreement may only be amended upon written consent of the RDA and the City. Any amendments shall be in writing and executed by all parties.~~
- ~~9. In the event of alleged default on all or any part of this Agreement, prior to and as a condition of instituting legal proceedings, the non-defaulting Party shall give the defaulting Party specific written notice of such default, in the manner provided herein. The alleged defaulting Party shall have five (5) business days for any payment default and thirty (30) days for any non-payment default to cure said default. If the defaulting Party does not cure said default during the applicable cure period, the non-defaulting Party may take any and all steps necessary to address such default, including but not limited to, instituting any necessary legal action.~~
- ~~10. Unless expressly provided otherwise herein, the rights and remedies of the Parties provided herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of either Party and may be exercised as often as occasion therefore shall arise. This is a guarantee of payment and not of collection.~~
- ~~11. The failure of any party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's rights, to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. No waiver by either party shall be valid or~~

~~binding on such party unless it is in writing signed by such party and only to the extent therein set forth.~~

- ~~12. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the Parties with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective successors and assignees.~~
- ~~13. TIF RECIPIENT may not assign this Agreement or any of its rights or obligations without the written consent of the CITY or RDA.~~
- ~~14. Except as may be otherwise specifically set forth in this Agreement, all development of the Project shall proceed in accordance and full compliance with all applicable ordinances, resolutions, codes and requirements of the CITY, as the same may be amended or adopted from time to time.~~
- ~~15. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between TIF RECIPIENT, RDA and CITY, and there are not promises, agreements, conditions or understandings, either oral or written, express or implied, between them, with respect to the guarantee provided hereby other than as herein set forth. Except as herein provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.~~
- ~~16. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any other persons or parties, as third party beneficiaries or otherwise, and this Agreement shall be deemed to have conferred any rights, expressed or implied, upon any other person.~~
- ~~17. Time is of the essence for performance of the terms and conditions contained in this Agreement. However, upon written request of any party, an extension of an agreed-upon time period may be granted at the sole discretion of the granting party.~~
- ~~18. No official or employee of the CITY shall be personally liable to TIF RECIPIENT 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 TIF RECIPIENT under this Agreement.~~
- ~~19. A notice, demand, or other communication under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage pre-paid, return receipt requested, or delivered personally.~~

To TIF RECIPIENT: NOVA GB LLC
c/o New Land Enterprises
1840 N Farwell Ave.
STE A
Milwaukee, WI 53202

To CITY: City of Green Bay
Attention: City Clerk
100 N. Jefferson St.
Green Bay, WI 54301

To RDA: Redevelopment Authority of the City of Green Bay
Attention: Executive Director
100 N. Jefferson St., Room 600
Green Bay, WI 54301

~~or such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.~~

~~NOVA GB LLC~~
~~By: NOVA GB Sponsor LLC, its Manager~~

By: _____
_____~~Tim Gokhman~~
Its: ~~Manager~~_____

~~REDEVELOPMENT AUTHORITY~~ **~~CITY OF GREEN BAY~~**

By: _____ By: _____
~~Gary J. Delveaux, Chair~~ ~~Eric Genrich, Mayor~~

By: _____ By: _____
~~Cheryl Renier Wigg, Executive Director~~ ~~Celestine Jeffreys, Clerk~~

**TAX INCREMENT FINANCING (TIF) DISBURSEMENT AGREEMENT
221 CHERRY STREET DEVELOPMENT**

This Tax Increment Financing (TIF) Disbursement Agreement is made and entered into this _____ day of _____, 2024, by and between the **Redevelopment Authority of the City of Green Bay** (hereinafter “RDA”), the **City of Green Bay** (hereinafter “CITY”), **NOVA GB SPE LLC**, a Delaware Limited Liability Company (hereinafter “TIF RECIPIENT”). The RDA, CITY, and TIF RECIPIENT may sometimes be referred to individually as “Party” and collectively “Parties.”

WHEREAS, the Parties have entered into a Development Agreement dated October __, 2024 relating to the Property (the “Development Agreement”).

WHEREAS, the RDA owns property (hereinafter the “Property”) (parcel no. 12-112) located at 221 Cherry Street, Green Bay, Wisconsin; and

WHEREAS, the CITY and RDA desire to have TIF RECIPIENT construct an eight (8) story mixed-use building, including approximately two hundred sixty-eight (268) market rate multi-family apartment units, approximately four thousand eight hundred fifty (4,850) square feet of commercial space on the first floor, and an internal two (2) story parking ramp (the “PROJECT”); and

WHEREAS, CITY and RDA desire to see the Property developed into an active mixed-use development that generates economic activity and tax base for the community; and

NOW THEREFORE based upon the covenants and considerations contained herein, the Parties mutually agree as follows:

1. The real estate subject to this Agreement, is located in the City of Green Bay, Brown County, State of Wisconsin, and is legally described as follows:

Parcel 12-112

LEGAL DESCRIPTION NEEDED

2. The term of this Agreement shall be twenty-five (25) years or until TIF RECIPIENT satisfies the full amount of the CITY’s debt service pursuant to the terms and conditions of the Development Agreement, whichever occurs sooner.
3. Pursuant to the terms of the Development Agreement between the Parties, the tax increment financing (hereinafter “TIF FUNDS”) amount of not less than \$8.5 million shall be placed into an escrow account as a lump sum at TIF RECIPIENT’s bank (“TIF ACCOUNT”). The TIF ACCOUNT shall be subject to an escrow agreement between Knight Barry Title Group having an address of 201 E. Pittsburgh Ave. in Milwaukee, WI (“TITLE COMPANY”), the RDA, CITY, TIF RECIPIENT, and TIF Recipient’s lender

("LENDER") providing that the TIF FUNDS in the TIF ACCOUNT shall be disbursed in accordance with this Agreement and such other terms as are customary in similar escrow agreements ("ESCROW AGREEMENT").

4. The ESCROW AGREEMENT shall further provide that the TIF RECIPIENT shall draw first from the TIF RECIPIENT's equity account prior to accessing any TIF FUNDS from the TIF ACCOUNT. Thereafter, TIF FUNDS may be drawn from the TIF ACCOUNT on a percentage basis of each construction draw as approved by TIF RECIPIENT and LENDER, along with the LOAN proceeds approved by LENDER, to pay invoices associated with each construction draw request so approved. The percentage basis for draw calculations for TIF FUNDS shall be as follows: For every \$1205.00 spent by TIF RECIPIENT related to the Project, CITY or RDA shall authorize the disbursement of \$205.00 (the "TIF PERCENTAGE"). Notwithstanding the foregoing, the final disbursement of the remaining balance of the TIF FUNDS shall be made from the TIF ACCOUNT for payment of invoices associated with the construction draw following substantial completion of the PROJECT, evidenced by the receipt of an unconditional occupancy permit for the PROJECT.
 5. All construction draws requesting TIF FUNDS from the TIF ACCOUNT pursuant to the TIF PERCENTAGE shall be expressly approved in writing by all of the following parties before the TIF FUNDS from the TIF ACCOUNT may be released: TIF RECIPIENT, LENDER, RDA, and CITY. The TIF RECIPIENT, RDA, and CITY agree to work together in good faith to process each construction draw request and related requests for disbursement in good faith and in a timely manner. In the event any item of a draw or disbursement request for TIF FUNDS is disputed by any one of the required approvers, the Parties agree to cooperate in good faith to modify the request to allow the undisputed items to be processed without unnecessary delay.
 - a. In the event of a delay in the draw funding of any one item, in accordance with the foregoing, due to good faith objection by the RDA and/or CITY that is not also disputed by LENDER and cannot be resolved in a timely manner, and thus the TIF PERCENTAGE for that disputed item is not released or the TIF PERCENTAGE release of TIF FUNDS is duly delayed, TIF RECIPIENT shall have the right to fund the amount of the TIF FUNDS that would have been funded pursuant to the TIF PERCENTAGE had such draw item been approved by the RDA and/or CITY, from its own resources, so that the draw item requested and approved by LENDER and TIF RECIPIENT (but NOT the RDA and/or CITY) may still be paid in a timely manner.
 - b. At such time as the amount disputed by the RDA and/or CITY and funded by the TIF RECIPIENT in accordance with Section 5.a is resolved (or is agreed by the RDA and/or CITY respectively to be no longer in dispute) and thus no longer to be withheld, TIF FUNDS shall be funded to TIF RECIPIENT as reimbursement for the advance made in accordance with Section 5.a.
- For the avoidance of doubt, nothing in this Section 5 shall alter or limit TIF RECIPIENT'S obligation to satisfy all disbursement conditions set forth in the Loan

Documents (including, all obligations to keep the loan in balance) prior to any disbursement of LOAN proceeds.

- c. The CITY and RDA shall designate an individual to conduct the reviews and grant the approvals of the CITY and RDA as it relates to the construction draws.
6. This Agreement shall not take effect until final approval by the RDA and CITY and upon execution and is signed by all Parties.
7. This Agreement may be terminated only upon written consent of the Parties.
8. This Agreement may only be amended upon written consent of the Parties. Any amendments shall be in writing and executed by all Parties.
9. In the event of alleged default on all or any part of this Agreement, prior to and as a condition of instituting legal proceedings, any non-defaulting Party shall give the defaulting Party specific written notice of such default, in the manner provided herein. The alleged defaulting Party shall have five (5) business days for any payment default and thirty (30) days for any non-payment default to cure said default. If the defaulting Party does not cure said default during the applicable cure period, any non-defaulting Party may take any and all steps necessary to address such default, including but not limited to, instituting any necessary legal action.
10. Unless expressly provided otherwise herein, the rights and remedies of the Parties provided herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of either Party and may be exercised as often as occasion therefore shall arise. This is a guarantee of payment and not of collection.
11. The failure of any Party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's rights, to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. No waiver by either party shall be valid or binding on such party unless it is in writing signed by such party and only to the extent therein set forth.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the Parties with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This

Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective successors and assignees.

13. Except pursuant to a collateral assignment by TIF RECIPIENT to LENDER in accordance with the Development Agreement, the TIF RECIPIENT may not assign this Agreement or any of its rights or obligations without the written consent of the CITY or RDA. Notwithstanding anything to the contrary, CITY and RDA hereby (i) approves TIF RECIPIENT's collateral assignment of its rights, title and interest in and to this AGREEMENT, the TIF FUNDS, the TIF ACCOUNT and the ESCROW AGREEMENT to LENDER as security for the loan between TIF RECIPIENT and LENDER (the "LOAN"), (ii) agrees that in the event of a breach by TIF RECIPIENT under the LOAN, LENDER may exercise and enforce all rights and interests of TIF RECIPIENT hereunder and under the ESCROW AGREEMENT, and (iii) agrees that, following a foreclosure of the LOAN (or acceptance of a deed in lieu thereof) and without any further consent or approval by the City or RDA, that a successor owner approved by the CITY in accordance with the Development Agreement may assume this Agreement, and the CITY and RDA will recognize such party as the successor to, TIF RECIPIENT'S right, title and interest in and to this Agreement, the TIF FUNDS, the TIF ACCOUNT and the ESCROW AGREEMENT.
14. Except as may be otherwise specifically set forth in this Agreement, all development of the PROJECT shall proceed in accordance and full compliance with all applicable ordinances, resolutions, codes and requirements of the CITY, as the same may be amended or adopted from time to time.
15. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between TIF RECIPIENT, RDA and CITY, and other than the other documents specifically referenced herein, there are not promises, agreements, conditions or understandings, either oral or written, express or implied, between them, with respect to the matters herein set forth. Except as herein provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.
16. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any other persons or parties, as third party beneficiaries or otherwise, and this Agreement shall be deemed to have conferred any rights, expressed or implied, upon any other person.
17. Time is of the essence for performance of the terms and conditions contained in this Agreement. However, upon written request of any party, an extension of an agreed-upon time period may be granted at the sole discretion of the granting party.
18. No official or employee of the CITY shall be personally liable to TIF RECIPIENT 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 TIF RECIPIENT under this Agreement.

19. A notice, demand, or other communication under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage pre-paid, return receipt requested, or delivered personally:

To TIF RECIPIENT: NOVA GB SPE LLC
 c/o New Land Enterprises
 1840 N Farwell Ave.
 STE A
 Milwaukee, WI 53202

To CITY: City of Green Bay
 Attention: City Clerk
 100 N. Jefferson St.
 Green Bay, WI 54301

To RDA: Redevelopment Authority of the City of Green Bay
 Attention: Executive Director
 100 N. Jefferson St., Room 600
 Green Bay, WI 54301

or such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

[Signature Page Follows]

Signature page to the Tax Increment Financing (TIF) Disbursement Agreement dated as of this _____ day of _____, 2024, by and between the **Redevelopment Authority of the City of Green Bay** (hereinafter “RDA”), the **City of Green Bay** (hereinafter “CITY”), and **NOVA GB SPE LLC**, a Delaware Limited Liability Company (hereinafter “TIF RECIPIENT”).

TIF RECIPIENT

NOVA GB SPE LLC

By: NOVA GB LLC, its Manager

By: NOVA GB Sponsor LLC, its Manager

By: _____

Tim Gokhman

Its: Manager _____

RDA
REDEVELOPMENT AUTHORITY

CITY
CITY OF GREEN BAY

By: _____

Gary J. Delveaux, Chair

By: _____

Eric Genrich, Mayor

By: _____

Cheryl Renier-Wigg, Executive Director

By: _____

Celestine Jeffreys, Clerk

TAX INCREMENT FINANCING (TIF) DISBURSEMENT AGREEMENT
CITYDECK COMMONS 221 CHERRY STREET DEVELOPMENT

This Tax Increment Financing (TIF) Disbursement Agreement is made and entered into this _____ day of _____, 2024, by and between the **Redevelopment Authority of the City of Green Bay** (hereinafter “RDA”), the **City of Green Bay** (hereinafter “CITY”), **NOVA GB SPE LLC**, a ~~Wisconsin~~Delaware Limited Liability Company (hereinafter “TIF RECIPIENT”). The RDA, CITY, and TIF RECIPIENT may sometimes be referred to individually as “Party” and collectively “Parties.”

WHEREAS, the Parties have entered into a Development Agreement dated ~~May~~SeptemberOctober __, 2024 relating to the Property (the “Development Agreement”).

WHEREAS, the RDA owns property (hereinafter the “Property”) (parcel no. 12-112) located at 221 Cherry Stret, Green Bay, Wisconsin; and

WHEREAS, the CITY and RDA desire to have TIF RECIPIENT construct an eight (8) story mixed-use building, including approximately two hundred sixty-eight (268) market rate multi-family apartment units, approximately fourth thousand eight hundred fifty (4,850) square feet of commercial space on the first floor, and an internal two (2) story parking ramp (the “~~Project~~PROJECT”); and

WHEREAS, CITY and RDA desire to see the Property developed into an active mixed-use development that generates economic activity and tax base for the community; and

NOW THEREFORE based upon the covenants and considerations contained herein, the Parties mutually agree as follows:

1. The real estate subject to this Agreement, is located in the City of Green Bay, Brown County, State of Wisconsin, and is legally described as follows:

Parcel 12-112

LEGAL DESCRIPTION NEEDED

2. The term of this Agreement shall be twenty-five (25) years or until TIF RECIPIENT satisfies the full amount of the CITY’s debt service pursuant to the terms and conditions of the Development Agreement, whichever occurs sooner.
- ~~3.~~ Pursuant to the terms of the Development Agreement between the Parties, the tax increment financing (hereinafter “TIF FUNDS”) amount of not less than \$8.5 million shall be placed into an escrow account as a lump sum ~~into~~at TIF RECIPIENT’s bank-
- ~~3.~~ TIF (“TIF ACCOUNT”). The TIF ACCOUNT shall be subject to an escrow agreement between Knight Barry Title Group having an address of 201 E. Pittsburgh Ave. in

Milwaukee, WI ("TITLE COMPANY"), the RDA, CITY, TIF RECIPIENT, and TIF Recipient's lender ("LENDER") providing that the TIF FUNDS in the TIF ACCOUNT shall be disbursed in accordance with this Agreement and such other terms as are customary in similar escrow agreements ("ESCROW AGREEMENT").

4. The ESCROW AGREEMENT shall further provide that the TIF RECIPIENT shall draw first from the ~~Developer's~~ TIF RECIPIENT's equity account prior to accessing any TIF monies FUNDS from CITY or RDA, the TIF ACCOUNT. Thereafter, TIF monies FUNDS may be drawn from the ~~escrow account~~ TIF ACCOUNT on a percentage basis of each construction draw as approved by TIF RECIPIENT and LENDER, along with any of TIF RECIPIENT's loan monies, the LOAN proceeds approved by LENDER, to pay invoices associated with each construction draw request so approved. The percentage basis for draw calculations for TIF FUNDS shall be as follows: For every \$~~1,000.00~~ 1205.00 spent by TIF RECEIPT related to the Project, CITY or RDA shall authorize the disbursement of \$~~150.205~~ 205.00 after review and written approval by CITY or RDA of any invoices for any work completed, (the "TIF PERCENTAGE"). Notwithstanding the foregoing, the final disbursement of the remaining balance of the TIF FUNDS shall be made from the TIF ACCOUNT for payment of invoices associated with the construction draw following substantial completion of the PROJECT, evidenced by the receipt of an unconditional occupancy permit for the PROJECT.
5. All ~~draws~~ construction draws requesting TIF FUNDS from the TIF ACCOUNT pursuant to the TIF PERCENTAGE shall be expressly approved in writing by all of the following parties before the ~~draw occurs~~ TIF FUNDS from the TIF ACCOUNT may be released: TIF RECIPIENT, LENDER, RDA, and CITY. The TIF RECIPIENT, RDA, and CITY agree to work together in good faith to process each construction draw requestsrequest and related requests for disbursement in good faith and in a timely manner. In the event any item of a draw or disbursement request for TIF FUNDS is disputed, by any one of the partiesrequired approvers, the Parties agree to cooperate in good faith to modify the request to allow the undisputed items to be processed without unnecessary delay.
 - a. In the event of a delay in the draw funding of any one item, in accordance with the foregoing, due to good faith objection by the RDA and/or CITY that is not also disputed by LENDER and cannot be resolved in a timely manner, and thus the TIF PERCENTAGE for that disputed item is not released or the TIF PERCENTAGE release of TIF FUNDS is duly delayed, TIF RECIPIENT shall have the right to fund the amount of the TIF FUNDS that would have been funded pursuant to the TIF PERCENTAGE had such draw item been approved by the RDA and/or CITY, from its own resources, so that the draw item requested and approved by LENDER and TIF RECIPIENT (but NOT the RDA and/or CITY) may still be paid in a timely manner.
 - b. At such time as the amount disputed by the RDA and/or CITY and funded by the TIF RECIPIENT in accordance with Section 5.a is resolved (or is agreed by the RDA and/or CITY respectively to be no longer in dispute) and thus no longer to be withheld, TIF FUNDS shall be funded to TIF RECIPIENT as reimbursement for the advance made in accordance with Section 5.a.

For the avoidance of doubt, nothing in this Section 5 shall alter or limit TIF RECIEIENT'S obligation to satisfy all disbursement conditions set forth in the Loan Documents (including, all obligations to keep the loan in balance) prior to any disbursement of LOAN proceeds.

c. The CITY and RDA shall designate an individual to conduct the reviews and grant the approvals of the CITY and RDA as it relates to the construction draws.

6. This Agreement shall not take effect until final approval by the RDA and CITY and upon execution and is signed by all Parties.
7. This Agreement may be terminated only upon written consent of the ~~parties~~Parties.
8. This Agreement may only be amended upon written consent of the ~~RDA and the City.~~Parties. Any amendments shall be in writing and executed by all ~~parties~~Parties.
9. In the event of alleged default on all or any part of this Agreement, prior to and as a condition of instituting legal proceedings, ~~any~~the non-defaulting Party shall give the defaulting Party specific written notice of such default, in the manner provided herein. The alleged defaulting Party shall have five (5) business days for any payment default and thirty (30) days for any non-payment default to cure said default. If the defaulting Party does not cure said default during the applicable cure period, ~~any~~the non-defaulting Party may take any and all steps necessary to address such default, including but not limited to, instituting any necessary legal action.
10. Unless expressly provided otherwise herein, the rights and remedies of the Parties provided herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of either Party and may be exercised as often as occasion therefore shall arise. This is a guarantee of payment and not of collection.
11. The failure of any ~~party~~Party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's rights, to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. No waiver by either party shall be valid or binding on such party unless it is in writing signed by such party and only to the extent therein set forth.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the Parties with respect to its subject matter, there being no terms, conditions, warranties, or

representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective successors and assignees.

13. Except pursuant to a collateral assignment by TIF RECIPIENT to LENDER in accordance with the Development Agreement, the TIF RECIPIENT may not assign this Agreement or any of its rights or obligations without the written consent of the CITY or RDA. Notwithstanding anything to the contrary, CITY and RDA hereby (i) approves TIF RECIPIENT's collateral assignment of its rights, title and interest in and to this AGREEMENT, the TIF FUNDS, the TIF ACCOUNT and the ESCROW AGREEMENT to LENDER as security for the loan between TIF RECIPIENT and LENDER (the LOAN"), (ii) agrees that in the event of a breach by TIF RECIPIENT under the LOAN, LENDER may exercise and enforce all rights and interests of TIF RECIPIENT hereunder and under the ESCROW AGREEMENT, and (iii) agrees that, following a foreclosure of the LOAN (or acceptance of a deed in lieu thereof) and without any further consent or approval by the City or RDA, that a successor owner approved by the CITY in accordance with the Development Agreement may assume this Agreement, and the CITY and RDA will recognize such party as the successor to, TIF RECIPIENT'S right, title and interest in and to this Agreement, the TIF FUNDS, the TIF ACCOUNT and the ESCROW AGREEMENT.
14. Except as may be otherwise specifically set forth in this Agreement, all development of the ~~Project~~PROJECT shall proceed in accordance and full compliance with all applicable ordinances, resolutions, codes and requirements of the CITY, as the same may be amended or adopted from time to time.
15. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between TIF RECIPIENT, RDA and CITY, and other than the other documents specifically referenced herein, there are not promises, agreements, conditions or understandings, either oral or written, express or implied, between them, with respect to the ~~guarantee provided hereby other than as matters~~ herein set forth. Except as herein provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.
16. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any other persons or parties, as third party beneficiaries or otherwise, and this Agreement shall be deemed to have conferred any rights, expressed or implied, upon any other person.
17. Time is of the essence for performance of the terms and conditions contained in this Agreement. However, upon written request of any party, an extension of an agreed-upon time period may be granted at the sole discretion of the granting party.

18. No official or employee of the CITY shall be personally liable to TIF RECIPIENT 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 TIF RECIPIENT under this Agreement.
19. A notice, demand, or other communication under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage pre-paid, return receipt requested, or delivered personally:

To TIF RECIPIENT: NOVA GB SPE LLC
c/o New Land Enterprises
1840 N Farwell Ave.
STE A
Milwaukee, WI 53202

To CITY: City of Green Bay
Attention: City Clerk
100 N. Jefferson St.
Green Bay, WI 54301

To RDA: Redevelopment Authority of the City of Green Bay
Attention: Executive Director
100 N. Jefferson St., Room 600
Green Bay, WI 54301

or such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

~~NOVA GB LLC~~

[Signature Page Follows]

Signature page to the Tax Increment Financing (TIF) Disbursement Agreement dated as of this
day of _____, 2024, by and between the **Redevelopment Authority of the
City of Green Bay** (hereinafter “RDA”), the **City of Green Bay** (hereinafter “CITY”), and **NOVA
GB SPE LLC**, a Delaware Limited Liability Company (hereinafter “TIF RECIPIENT”).

TIF RECIPIENT

NOVA GB SPE LLC

By: NOVA GB LLC, its Manager

By: NOVA GB Sponsor LLC, its Manager

By: _____

Tim Gokhman

Its: Manager _____

RDA

REDEVELOPMENT AUTHORITY

CITY

CITY OF GREEN BAY

By: _____

Gary J. Delveaux, Chair

By: _____

Eric Genrich, Mayor

By: _____

Cheryl Renier-Wigg, Executive Director

By: _____

Celestine Jeffreys, Clerk



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

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # M.1

To approve the request by Department of Public Works to reallocate funds previously authorized for a Transportation Utility Feasibility Study to be utilized to obtain software and consulting services for the Facilities Management Division of the Department of Public Works.

BACKGROUND

Facilities Management is requesting funding to purchase a database program by the name of FaciliCAD. This database, once purchased, will need to be populated with data from all City buildings. Additionally, there are buildings that have no floor plans or data inventory, so those will need to be developed. The funding requested will be applied to all of these efforts, both with internal staff and with contracted consultants.

During the summer of 2024, the Wisconsin State Supreme Court elected not to hear an appeal by the Village of Pewaukee regarding the statutory applicability of a Transportation Utility. As a result of the Supreme Court position, Transportation Utilities are now considered to be a tax rather than a utility. With this interpretation, the feasibility study is no longer necessary.

RECOMMENDATION

Staff recommends approval to reallocate the \$100,000 previously approved for the Transportation Utility Feasibility Study to be used to acquire FaciliCAD, hire consultants to assist with database population, create records for City buildings, and provide data for the Facilities Management Division of the Department of Public Works.

FISCAL IMPACT

None - \$100,000 of previously approved ARPA interest funds will be reallocated to this project.

ATTACHMENTS

None



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

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # M.2

To approve the request by Department of Public Works to enter into a Hold Harmless Agreement between the City of Green Bay and DeKeyser Construction Company, Inc. to allow the contractor to conduct a partial reconstruction of a manhole within the easement at 145 N. Henry Street.

BACKGROUND

The City has a storm sewer easement through 145 N. Henry Street, which is under development. Repairs to the City manhole are necessary for development at the site.

RECOMMENDATION

To approve the Department of Public works to enter into a Hold Harmless agreement with DeKeyser Construction Company, Inc. for a Manhole Repair at 145 N. Henry St.

FISCAL IMPACT

N/A

ATTACHMENTS

- I. Hold Harmless Agreement - Sewer Manhole at 145 N. Henry St., Green Bay



HOLD HARMLESS AGREEMENT - SEWER MANHOLE

THIS AGREEMENT is made in the City of Green Bay, Brown County, Wisconsin, by and between the CITY OF GREEN BAY, A WISCONSIN MUNICIPAL CORPORATION (hereinafter "CITY"), and Dekeyser Construction (hereinafter "CONTRACTOR").

WHEREAS, CONTRACTOR wishes to conduct a partial reconstruction of a manhole within the easement identified on the attached plan sheet(s), in the City of Green Bay commencing the 16th day of October, 2024; and

WHEREAS, the partial reconstruction conducted by CONTRACTOR will involve the removal of the existing structure cone and installation of a new cone to adjust the overall structure height to meet the proposed site elevation;

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the parties herein, it is hereby agreed as follows:

1. CITY grants to CONTRACTOR permission to partially reconstruct the storm sewer manhole identified on the attached plan sheet(s) commencing the 16th day of October, 2024, and ending the 1st day of November, 2024.
2. CONTRACTOR shall submit plan sheet(s) of the area identifying all streets impacted and points of entry to the sewers, a list of all property owners to be notified, and any other information requested by the Department of Public Works.
3. CONTRACTOR shall present to the CITY a Certificate of Insurance with coverage and minimum policy limits as follows:

A. General Liability:

1. Commercial General Occurrence policy edition 2006 or 2010, including:

- a. Premises and Operations
- b. Products and Completed Operations
- c. Advertising and Personal Injury
- d. Explosion, Collapse and Underground Hazard coverage
- e. Contractual Insurance in writing under General Liability
- f. Broad Form Property Damage
- g. Coverage for Independent Contractors
- h. Care, Custody and Control coverage for City-owned materials at worksite
- i. 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.

2. Bodily Injury/Property Damage Combined Single Limits:

- a. Per Occurrence \$1,000,000
- b. Products/Completed Operations Aggregate \$2,000,000
- c. Personal Injury/Advertising Injury \$1,000,000
- d. Fire Damage Limit \$50,000
- e. Medical Payments Limit \$5,000
- f. General Aggregate \$2,000,000

B. Automobile Liability:

1. Coverage must include the following extensions:

- a. All Owned Autos
- b. All Hired Autos
- c. All Non-owned Autos
- d. Mobile Equipment
- e. Specialized Equipment
- f. Contractual Insurance
- g. Uninsured Motorist to Limit of Policy
- h. Additional Insured Endorsement naming City of Green Bay, its employees, agents and assigns.

2. Combined Single Limit/Bodily Injury and Property:

- a. Damage per person per accident \$1,000,000
- b. Uninsured Motorists:
 - i. Per person \$25,000
 - ii. Per accident \$50,000

C. Workers' Compensation and Employers' Liability Insurance:

1. Workers' Compensation:

- | | |
|--------------------------|-------------|
| a. Per accident | \$1,000,000 |
| b. Disease policy limit | \$1,000,000 |
| c. Disease each employee | \$1,000,000 |

2. Employers' Liability: \$1,000,000

D. Contractor's Pollution Liability (Occurrence Basis): CONTRACTOR shall have a minimum liability limit of one million dollars (\$1,000,000), which must include coverage for natural resources damage, waiver of subrogation, and transportation, loading and unloading coverage.

E. Umbrella Liability: CONTRACTOR shall provide five million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability, and Automobile Liability.

The CITY, its officials, employees, and agents shall be named as "Additional Insured" on all policies which are listed in this section. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured whether other available coverage is primary, contributing or excess. This contract shall include an endorsement stating the following:

Written Notice of Cancellation or Non-Renewal shall be sent to:

City of Green Bay
Attn: Risk Management
100 North Jefferson Street
Green Bay, WI 54301-5006

Said Certificate of Insurance shall be attached hereto and incorporated herein by reference.

5. CONTRACTOR shall have a confined space entry program that meets or exceeds the requirements found in 29 CFR 1910.146.

6. CONTRACTOR hereby agrees to indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or

administrative proceedings, claims, demands, damages, liabilities, interest, 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 CONTRACTOR or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the CITY, 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, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

CONTRACTOR shall reimburse the CITY, 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.

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

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

9. All damage to CITY and/or Private facilities shall be assumed to be caused by CONTRACTOR, unless the damage is reported to CITY by CONTRACTOR at the time of inspection.

10. This Agreement may be Amended only during the calendar year in which it has been granted.

11. This Agreement and permission granted may be revoked at any time by the CITY,

upon written notice to CONTRACTOR.

--SIGNATURES ON FOLLOWING PAGE--

CITY OF GREEN BAY

Dated: _____, 20__

By: _____

Eric Genrich, Mayor

Attest: _____

Celestine Jeffreys, Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF BROWN)

Personally appeared before me this _____ day of _____, 20__, the above-named Eric Genrich, Mayor, and Celestine Jeffreys, Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

PRINT OR TYPE NAME OF NOTARY ABOVE
Notary Public, Brown County, WI
My Commission Expires: _____

DEKEYSER CONST. CO. INC.
Name of Contractor

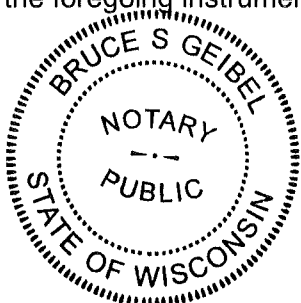
Dated: OCTOBER 4TH, 2024

By: [Signature]
KURT DEKEYSER

PRINT OR TYPE NAME OF AUTHORIZED ABOVE

STATE OF WISCONSIN)
)ss.
COUNTY OF BROWN)

Personally appeared before me this 4 day of OCTOBER, 2024, the above-named KURT DEKEYSER, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

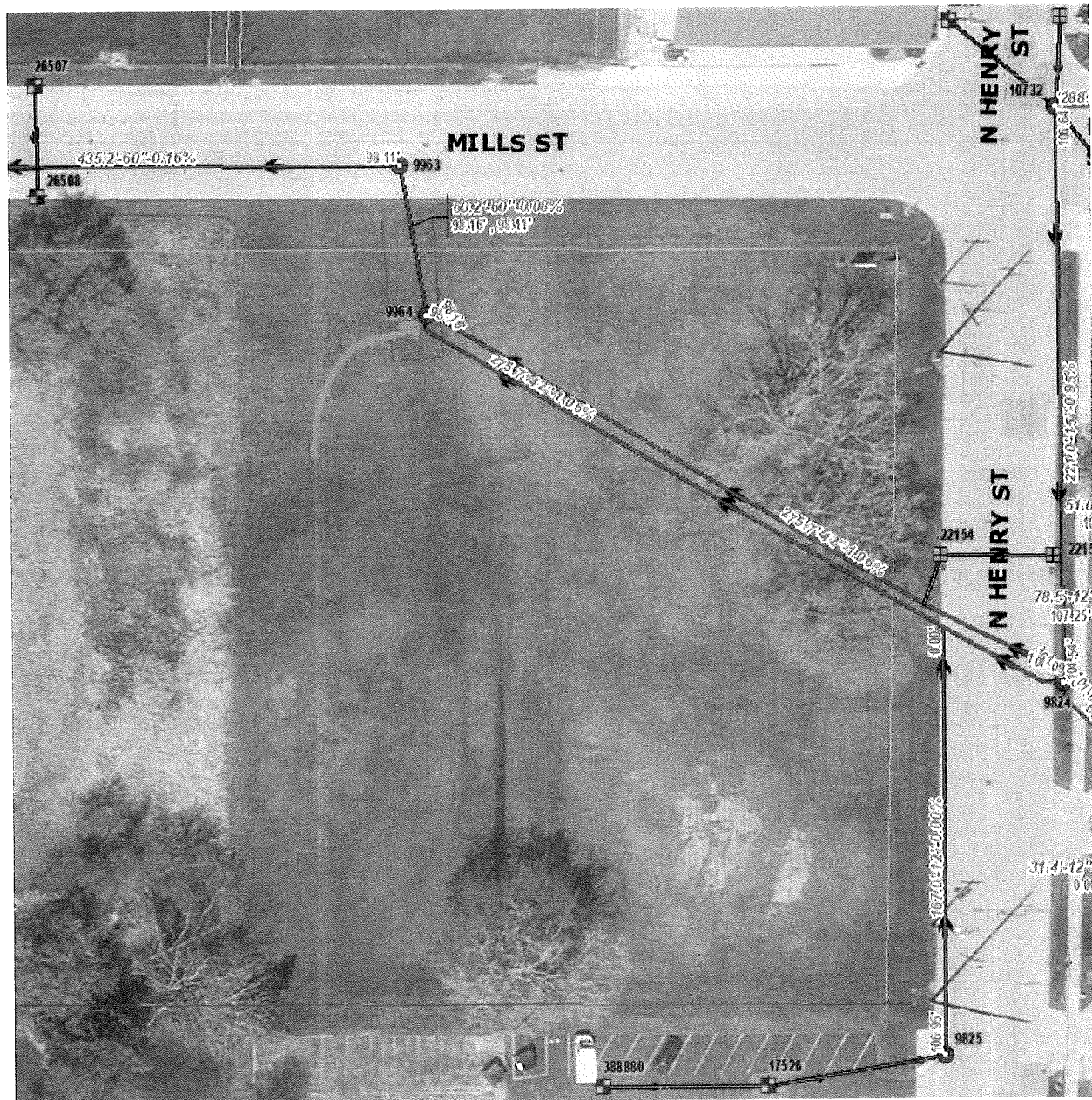


[Signature]

PRINT OR TYPE NAME OF NOTARY ABOVE
Notary Public, Brown County, WI
My Commission Expires: 12-4-27

Attachments: Facilities Map Showing City Storm Manhole to be Partially Reconstructed
145 N Henry St New Self Storage Plan Sheets

ATTACHMENT 1 OF 2



ATTACHMENT 2 OF 2



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

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # M.3

To approve the request by Department of Public Works to approve temporary limited easements (TLE) and warranty deed for the rights-of-way for the reconstruction of Country Club Road, W. Mason Street to Indian Hill Drive.

Parcel #	Owner	Document	\$ Amount
2	Andrew and Caitlyn Heiser	TLE	\$800
3	Roger and Patricia Arnoldi	TLE	\$2,000
4	James J. Johnson	TLE	\$800
6	Daniel and Danielle Morris	TLE	\$500
7	Jason Pries and Elizabeth Sauer Pries	TLE	\$500
8	Dennis and Shea Greil	TLE	\$600
9	Jeremiah and Irene Newman	TLE	\$1,000
11	Linda Servia	TLE	\$2,900
12	Arnold Vanden Bush and Caroline Vanden Bush	TLE	\$1,200
13	Northeast Wisconsin Technical College	FEE	\$24,100
14	John Brueninger and Jeri Bauman	TLE	\$2,300
16	David and Dianne Schneider	TLE	\$2,200
17	Lois Butkovich	TLE	\$1,500
18	Jon and Carol Poppy	TLE	\$1,500
19	Connor and Aubree Chrisman	TLE	\$1,500
21	Nicholas and Greta Ducat	TLE	\$1,500
22	Joseph Steiber	TLE	\$3,000
23	Wayne and Kathryn Vorpahl	TLE	\$700
24	Mark and Brenda Vaughan	TLE	\$1,600
26	Abdikarim Aynan and Kadija Xawey Malak	TLE	\$1,300
27	Peter and Kendall Abegglen	TLE	\$600
28	Oneida Golf & Country Club, Inc.	WD	\$8,400
29	Julie A. Lemminger	TLE	\$3,800
31	Richard and Pamela Smith	TLE	\$4,300
32	Sandra Hansen	TLE	\$2,200
33	John and Terri Juley	TLE	\$7,000

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DOT Project Plat Country Club Rd 4987-02-75

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PROJECT PLAT TITLE SHEET
4987-02-75
COUNTRY CLUB ROAD
WEST MASON STREET FRONTAGE ROAD - INDIAN HILL DRIVE
CITY OF GREEN BAY
BROWN COUNTY



PROJECT
LOCATION

CONVENTIONAL SYMBOLS

SECTION LINE	---	SECTION CORNER SYMBOL		R/W MONUMENT (TO BE SET)	●
QUARTER LINE	---	SECTION CORNER MONUMENT		NON-MONUMENTED R/W POINT	○
SIXTEENTH LINE	---	GEODETIC SURVEY MONUMENT		FOUND IRON PIN (1-INCH UNLESS NOTED)	IP
NEW REFERENCE LINE	---	SIXTEENTH CORNER MONUMENT		OFF-PREMISE SIGN	
NEW R/W LINE	---	SIGN			
EXISTING R/W OR HE LINE	---				
PROPERTY LINE	---				
LOT, TIE & OTHER MINOR LINES	---				
SLOPE INTERCEPT	---				
CORPORATE LIMITS	---				
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC.)	---				
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)	---				
TEMPORARY LIMITED EASEMENT AREA	---				
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	---				
TRANSMISSION STRUCTURES	---				
BUILDING	---				
BRIDGE	---				

CONVENTIONAL ABBREVIATIONS

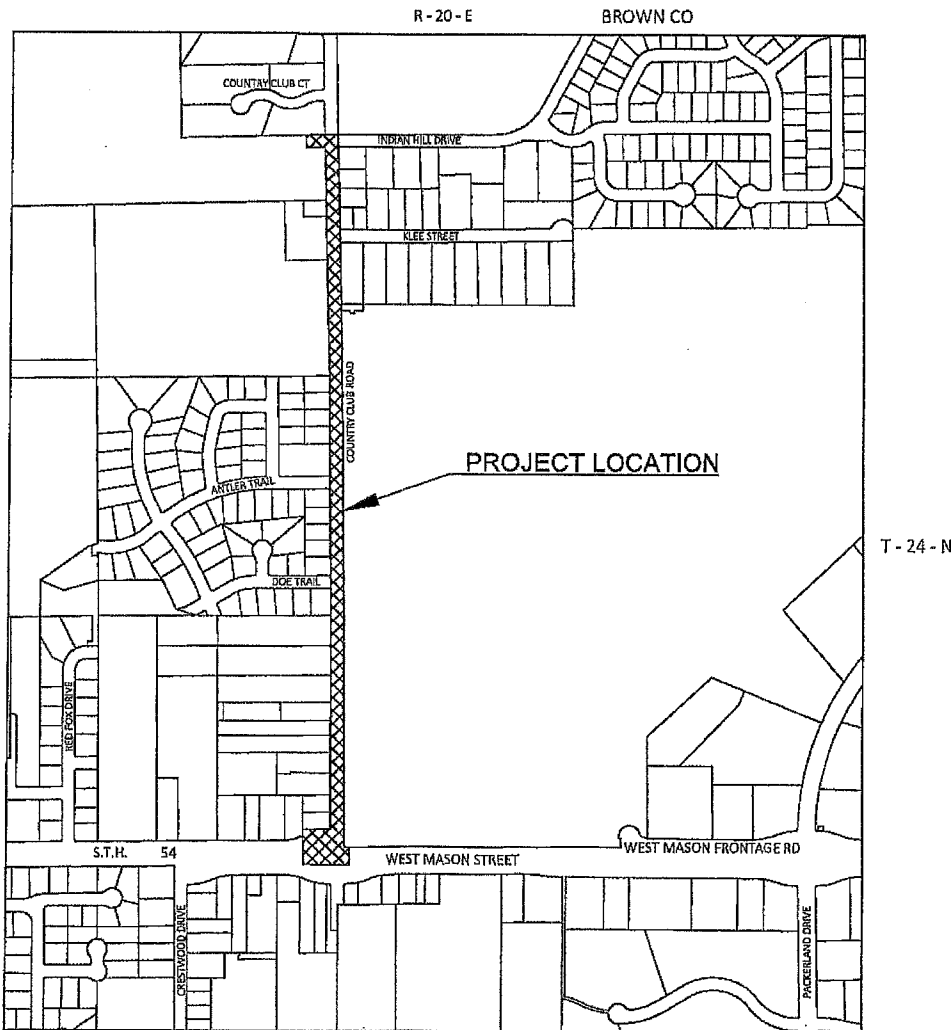
ACCESS RIGHTS	AR	POINT OF INTERSECTION	PI
ACRES	AC	PROPERTY LINE	PL
AHEAD	AH	RECORDED AS	(100')
ALUMINUM	ALUM	REEL / IMAGE	R/I
AND OTHERS	ET AL	REFERENCE LINE	R/L
BACK	BK	REMAINING	REM
BLOCK	BLK	RESTRICTIVE DEVELOPMENT	RDE
CENTERLINE	C/L	EASEMENT	
CERTIFIED SURVEY MAP	CSM	RIGHT	RT
CONCRETE	CONC	RIGHT OF WAY	R/W
COUNTY	CO	SECTION	SEC
COUNTY TRUNK HIGHWAY	CTH	SEPTIC VENT	SEPV
DISTANCE	DIST	SQUARE FEET	SF
CORNER	COR	STATE TRUNK HIGHWAY	STH
DOCUMENT NUMBER	DOC	STATION	STA
EASEMENT	EASE	TELEPHONE PEDESTAL	TP
EXISTING	EX	TEMPORARY LIMITED EASEMENT	TLE
GAS VALVE	GV		
GRID NORTH	GN	TRANSPORTATION PROJECT	TPP
HIGHWAY EASEMENT	HE	PLAT	
IDENTIFICATION	ID	UNITED STATES HIGHWAY	USH
LAND CONTRACT	LC	VOLUME	V
LEFT	LT		
MONUMENT	MON		
NATIONAL GEODETIC SURVEY	NGS		
NUMBER	NO		
OUTLOT	OL		
PAGE	P		
POINT OF TANGENCY	PT		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		
POINT OF COMPOUND CURVE	PCC		

CURVE DATA

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

CONVENTIONAL UTILITY SYMBOLS

W	WATER
G	GAS
T	TELEPHONE
OH	OVERHEAD
OR	TRANSMISSION LINES
E	ELECTRIC
CTV	CABLE TELEVISION
FO	FIBER OPTIC
SS	SANITARY SEWER
SS	STORM SEWER



PROJECT LOCATION

THE NOTES, CONVENTIONAL SIGNS, AND ABBREVIATIONS ARE ASSOCIATED WITH EACH TRANSPORTATION PROJECT PLAT FOR PROJECT 4987-02-75.

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), BROWN COUNTY, NAD83(2011), IN U.S. SURVEY FEET. VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 1" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, OR FROM CENTERLINE OF EXISTING PAVEMENTS.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

FOR THE LATEST ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE IN GREEN BAY.

PARCEL AND IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE TPP DETAIL PAGES.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE AND ACCESS CONTROL ARE LISTED ON THE TPP DETAIL PAGES.

PROJECT NUMBER 4987-02-75 -4.01
SHEET 2 OF 2
AMENDMENT NO:

TRANSPORTATION PROJECT PLAT NO: 4987-02-75-4.01

THAT PART OF LOTS 7, 8 AND 9 OF SECTION 30, PART OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 1701, VOLUME 7 OF CERTIFIED SURVEY MAPS, ON PAGE 93, DOCUMENT NO. 885828, LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2045, VOLUME 9 OF CERTIFIED SURVEY MAPS, ON PAGE 53, DOCUMENT NO. 940229, AND PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6487, VOLUME 43 OF CERTIFIED SURVEY MAPS, ON PAGE 151, DOCUMENT NO. 1858080, AND PART OF LOT 6 OF SECTION 29, PART OF LOT 51, FIRST ADDITION TO PACKERLAND SUBDIVISION, VOLUME 14, PLATS, PAGE 27, DOCUMENT NO. 688212, ALL IN TOWNSHIP 24 NORTH, RANGE 20 EAST, FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

RELOCATION ORDER COUNTRY CLUB ROAD (W MASON STREET FRONTAGE RD - INDIAN HILL DR) - CITY OF GREEN BAY
TO PROPERLY ESTABLISH A 40' WIDE R/W, THE CITY OF GREEN BAY HAS ORDERED THE RELOCATION OF THE EXISTING COUNTRY CLUB ROAD (W MASON STREET FRONTAGE RD) TO THE NEW LOCATION SHOWN ON THIS PLAT. THE CITY OF GREEN BAY DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF GREEN BAY HEREBY ORDERS THAT:

- THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS Laid OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
- THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE DEPARTMENT OF TRANSPORTATION AND SAFETY TO BE ACQUIRED BY THE NAME OF CITY OF GREEN BAY, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED

PARCEL NUMBER	OWNER(S)	INTEREST(S)		
		REQUIRED	NEW	EXISTING TOTAL
1	UNITED STATES OF AMERICA IN TRUST	TILE	0.022	0.022
2	CHRISTOPHER I. & ROSE M. BRAUER	TILE	0.018	0.018
3	ROGER L. & PATRICIA L. ARNOLD	TILE	0.031	0.031
4	JAMES J. & KATHERINE L. JOHNSON	TILE	0.025	0.025
6	DANIEL J. & DANIELE P. MORRIS	TILE	0.021	0.021
7	TODD J. & STEPHANIE D. GEURTS	TILE	0.024	0.024
8	DENNIS C. & SHEA M. GREIL	TILE	0.044	0.044
9	JEREMIAH D. NEWMAN	TILE	0.036	0.036
11	LINDA M. SERVIA	TILE	0.061	0.061
12	ARNOLD A. & CAROL A. VANDENBUSH REVOCABLE TRUST	TILE	0.608	0.608
13	NORTHEAST WISCONSIN TECHNICAL COLLEGE	FEE, TILE	0.009	0.009
50	SPECTRUM	RELEASE OF RIGHTS		
51	WISCONSIN PUBLIC SERVICE - ELECTRIC	RELEASE OF RIGHTS		
52	BROWN COUNTY TECHNOLOGY SERVICES	RELEASE OF RIGHTS		
53	GREEN BAY WATER UTILITY	RELEASE OF RIGHTS		

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT.
PURPOSED OF ALL THE TILES IS FOR GRADING, UNLESS NOTED.

UTILITY EASEMENTS

UTILITY NO.	OWNERS	EASEMENTS
50	SPECTRUM	NO EASEMENT OF RECORD - PARCEL 13
51	WISCONSIN PUBLIC SERVICE - ELECTRIC	DOC. NO. 1502980 - PARCEL 13
52	BROWN COUNTY TECHNICAL SERVICES	DOC. NO. 1502980 - PARCEL 13
53	GREEN BAY WATER UTILITY	NO EASEMENT OF RECORD - PARCEL 13

NOTES:
POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), BROWN COUNTY, NAD83(2011), IN U.S. SURVEY FEET. VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 TYPICALLY 3/4" X 24" IRON REBAR(S), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

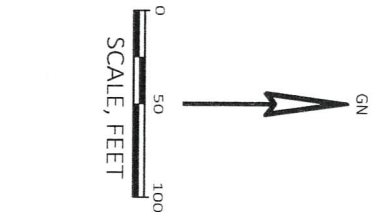
FOR THE LATEST ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE IN GREEN BAY.

ALL EXISTING IRON PINS ARE 3/4" CAPPED REBARS UNLESS OTHERWISE NOTED. FOUND MONUMENT INFORMATION SHOWN REPRESENTS TYPE AND LOCATION OF EXISTING MONUMENTS WITHOUT OPINION AS TO THEIR VALIDITY AND USE AS A PROPERTY OWNER.

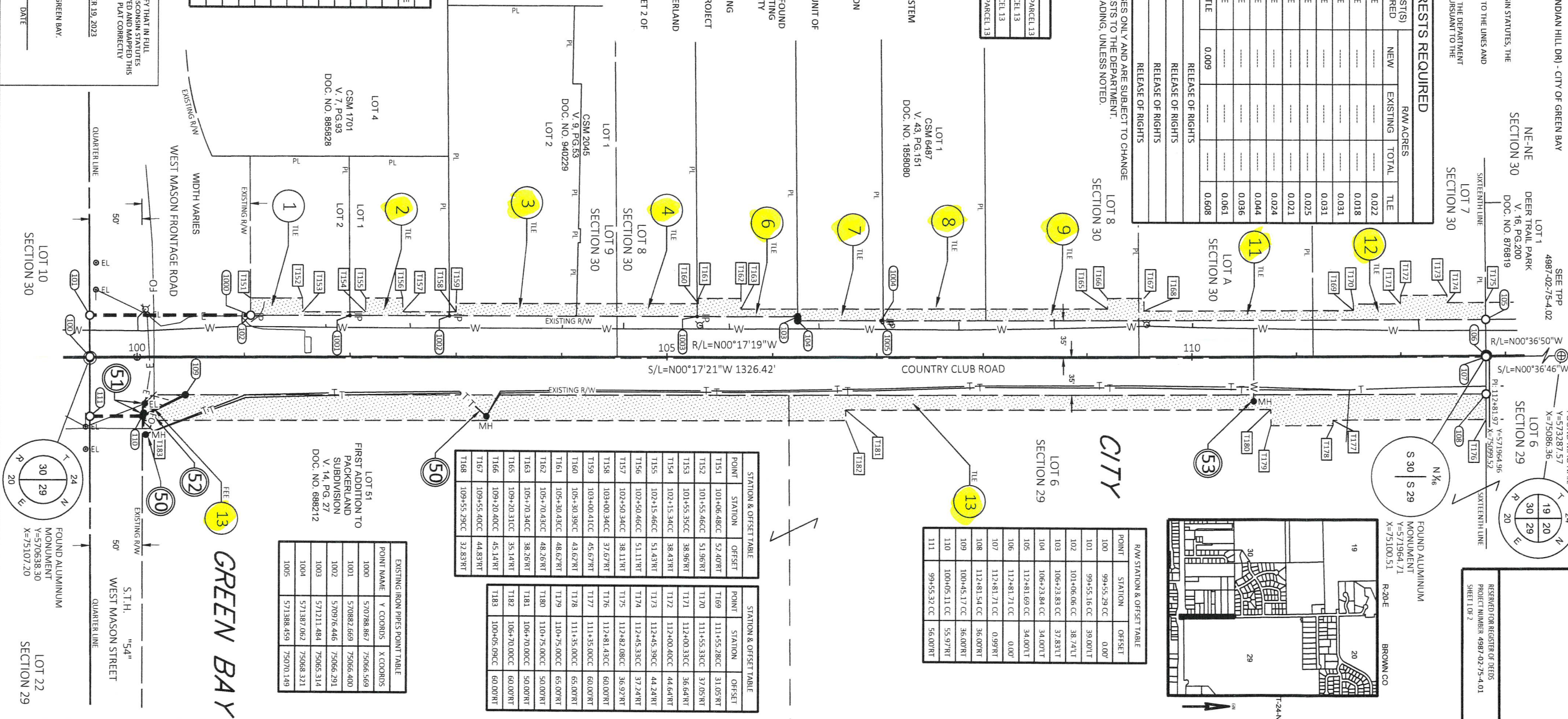
EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE:

WEST MASON ST.: FIRST ADDITION TO PACKERLAND SUBDIVISION, STATE AID PROJECT NO. 3350, PROJECT DE 038-2(29).
WEST MASON STREET FRONTAGE RD: CSM 1701, COUNTRY CLUB RD: CSM 1701, CSM 2045, CSM 6487, FIRST ADDITION TO PACKERLAND SUBDIVISION.

FOR ADDITIONAL INFORMATION REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 2.



RW COURSE TABLE		
COURSE	BEARING	DISTANCE
MCON-100	S89°31'33"W	1.00'
100-101	S89°31'33"W	38.00'
101-102	N00°11'17"W	150.80'
102-103	N00°11'17"W	517.77'
103-104	N89°32'18"E	3.83'
104-105	N00°17'19"W	657.85'
105-106	N89°38'58"E	34.00'
106-107	N89°38'58"E	0.99'
107-108	N89°58'29"E	35.01'
108-109	S00°17'19"E	1286.37'
109-110	S26°47'11"E	44.77'
110-111	S00°18'59"E	48.79'
111-MON	S89°40'53"W	55.00'



1. JACOB S. JENSEN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 19.01, I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT 4987-02-75-4.01 AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

JACOB S. JENSEN
REGISTRATION NUMBER: 5-2961
DATE: SEPTEMBER 19, 2023

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR CITY OF GREEN BAY.

STEVEN GRENIER
DIRECTOR OF PUBLIC WORKS
DATE: _____

AVRES

TRANSPORTATION PROJECT PLAT NO: 4987-02-75-4.02

THAT PART OF LOT 1, OF CERTIFIED SURVEY MAP NO. 9326, DOCUMENT NO. 2964717, AND THAT PART OF LOTS 1-10 OF DEER TRAIL PARK, VOLUME 16, ON PAGE 200, DOCUMENT NO. 876819, AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, AND PART OF LOTS 3, 4, 5, AND 6 OF SECTION 29, ALL IN TOWNSHIP 24 NORTH, RANGE 20 EAST, FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

RELOCATION ORDER COUNTRY CLUB ROAD (W MASON STREET FRONTAGE RD - INDIAN HILL DR) - CITY OF GREEN BAY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF GREEN BAY DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF GREEN BAY HEREBY ORDERS THAT:

- THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS Laid OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
- THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE DEPARTMENT FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF CITY OF GREEN BAY, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED				
PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	R/W ACRES	
			NEW	EXISTING TOTAL
13	NORTHEAST WISCONSIN TECHNICAL COLLEGE	TILE		0.726
14	JOHN L. BREUNINGER AND JERI L. BAUMAN	TILE		0.054
16	DAVID G. & DIANNE C. SCHNEIDER	TILE		0.038
17	PAUL E. & LOIS J. BUTKOVICH	TILE		0.032
18	JON M. & CAROL J. POPPY	TILE		0.031
19	CONNOR J. & AUBREE L. CHRISMAN	TILE		0.031
21	NICHOLAS M. & GRETA C. DUCAT	TILE		0.035
22	ASLO PROPERTIES LLC	TILE		0.070
23	WAYNE R. & KATHERYN VORPAHL	TILE		0.015
24	MARK T. & BRENDA L. VAUGHN	TILE		0.034
26	ABDIKARIM Y. AYYAN AND KADIA XAWEY MALAK	TILE		0.026
27	PETER H. & KENDALL L. ABEGGLEN	TILE		0.011
50	SPECTRUM	RELEASE OF RIGHTS		
51	WISCONSIN PUBLIC SERVICE CORP - ELECTRIC	RELEASE OF RIGHTS		
54	AT&T	RELEASE OF RIGHTS		

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT. PURPOSED OF ALL THE TILES IS FOR GRADING, UNLESS NOTED.

UTILITY EASEMENTS		
UTILITY NO.	OWNER(S)	EASEMENTS
50	SPECTRUM	DOC. NO. 1249114 - PARCEL 13
51	WISCONSIN PUBLIC SERVICE CORP - ELECTRIC	DOC. NO. 2820020 - PARCEL 13
54	AT&T	DOC. NO. 1249114 & 2321137 - PARCEL 13

NOTES:
POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), BROWN COUNTY, NAD83(2011), IN U.S. SURVEY FEET. VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 2" X 24" IRON REBAR), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

FOR THE LATEST ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE IN GREEN BAY.

ALL EXISTING IRON PINS ARE 2" CAPPED REBARS UNLESS OTHERWISE NOTED.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE:
COUNTRY CLUB RD: CSM 9326, DEER TRAIL PARK.
DOE TRAIL: DEER TRAIL PARK.
ANTLER TRAIL: CSM 9326, DEER TRAIL PARK.

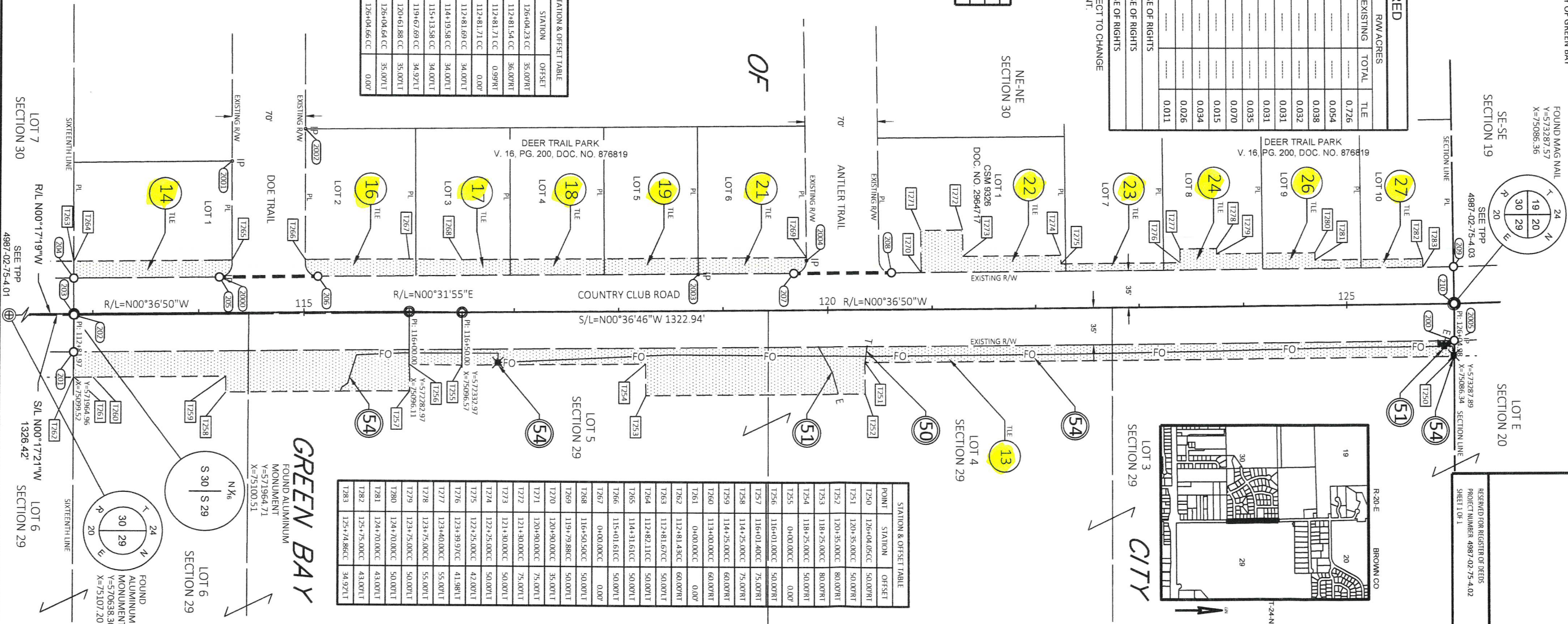
FOR ADDITIONAL INFORMATION REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 2 OF DOCUMENT NUMBER XXXXX.

EXISTING IRON PINS POINT TABLE			
POINT NAME	Y COORDS	X COORDS	
2000	572102.542	75064.105	
2001	572113.683	74953.993	
2002	572183.206	74923.061	
2003	572559.232	75059.535	
2004	572662.321	75045.990	
2005	572827.674	75121.234	

R/W COURSE TABLE			
COURSE	BEARING	DISTANCE	
MON-200	S89°54'37"E	34.99'	
200-201	S00°36'50"E	1322.88'	
201-202	S89°50'29"W	35.01'	
202-203	S89°39'58"W	0.99'	
203-204	S89°39'58"W	34.00'	
204-205	N00°36'50"W	137.70'	
205-206	N00°36'50"W	94.00'	
206-207	N00°36'50"W	454.29'	
207-208	N00°36'50"W	94.00'	
208-209	N00°36'50"W	542.76'	
209-210	N89°20'43"E	35.00'	
210-MON	N89°20'43"E	0.01'	

R/W STATION & OFFSET TABLE			
POINT	STATION	OFFSET	
200	126+04.23 CC	35.00'RT	
201	112+81.54 CC	36.00'RT	
202	112+81.71 CC	0.99'RT	
203	112+81.71 CC	0.00'	
204	112+81.69 CC	34.00'LT	
205	114+19.58 CC	34.00'LT	
206	115+13.58 CC	34.00'LT	
207	119+67.69 CC	34.92'LT	
208	120+61.88 CC	35.00'LT	
209	126+04.64 CC	35.00'LT	
210	126+04.64 CC	0.00'	

STATION & OFFSET TABLE			
POINT	STATION	OFFSET	
T250	126+04.05CC	50.00'RT	
T251	120+35.00CC	50.00'RT	
T252	120+35.00CC	80.00'RT	
T253	118+25.00CC	80.00'RT	
T254	118+25.00CC	50.00'RT	
T255	0+00.00CC	0.00'	
T256	116+01.00CC	50.00'RT	
T257	116+01.40CC	75.00'RT	
T258	114+25.00CC	75.00'RT	
T259	114+25.00CC	60.00'RT	
T260	113+00.00CC	60.00'RT	
T261	0+00.00CC	0.00'	
T262	112+81.43CC	60.00'RT	
T263	112+81.67CC	50.00'LT	
T264	112+82.11CC	50.00'LT	
T265	114+31.61CC	50.00'LT	
T266	115+01.61CC	50.00'LT	
T267	0+00.00CC	0.00'	
T268	116+50.50CC	50.00'LT	
T269	119+79.88CC	50.00'LT	
T270	120+90.00CC	35.00'LT	
T271	120+90.00CC	75.00'LT	
T272	121+30.00CC	50.00'LT	
T273	121+30.00CC	50.00'LT	
T274	122+25.00CC	50.00'LT	
T275	122+25.00CC	42.00'LT	
T276	123+39.97CC	41.98'LT	
T277	123+40.00CC	55.00'LT	
T278	123+75.00CC	50.00'LT	
T279	124+70.00CC	50.00'LT	
T280	124+70.00CC	43.00'LT	
T281	125+75.00CC	43.00'LT	
T282	125+74.86CC	34.92'LT	



AYRES

STEVEN GRENIER
DIRECTOR OF PUBLIC WORKS

DATE

TRANSPORTATION PROJECT PLAT NO: 4987-02-75-4.03

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, AND THAT PART OF LOT D AND E OF SECTION 20, AND THAT PART OF LOTS 2 AND 3 OF CERTIFIED SURVEY MAP NO. 1543, VOLUME 6, PG. 257, DOCUMENT NO. 848046, LOT 1 OF CERTIFIED SURVEY MAP NO. 1643, VOL. 6, PG. 493, DOCUMENT NO. 870907, LOT 1 OF CERTIFIED SURVEY MAP NO. 2610, VOL. 12, PG. 285, DOCUMENT NO. 1011228, LOT 9 OF MEMORY ACRES, VOL. 16, PG. 153, DOCUMENT NO. 858239, LOT 7 OF ORCHARD VALLEY SUBDIVISION NO. 1, VOL. 11, PG. 50, DOCUMENT NO. 580998, ALL IN TOWNSHIP 24 NORTH, RANGE 20 EAST, FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

RELOCATION ORDER COUNTRY CLUB ROAD (W MASON STREET) FRONTAGE RD - INDIAN HILL DR) - CITY OF GREEN BAY

- TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF GREEN BAY DEEMST NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.
- TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF GREEN BAY HEREBY ORDERS THAT:
- THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAY OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
 - THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE DEPARTMENT FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF CITY OF GREEN BAY, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

UTILITY EASEMENTS

UTILITY NO.	OWNERS	EASEMENTS
50	SPECTRUM	DOC. NO. 1297775 - PARCEL 13
51	WISCONSIN PUBLIC SERVICE CORP - ELECTRIC	DOC. NO. 1297775 - PARCEL 13
54	AT&T	DOC. NO. 1249114 & 2321137 - PARCEL 13

R/W STATION & OFFSET TABLE		
POINT	STATION	OFFSET
300	126+04.66 CC	0.00'
301	126+04.64 CC	35.00' L
302	126+04.74 CC	35.00' L
303	136+65.00 CC	35.00' L
304	136+65.00 CC	125.00' L
305	137+65.00 CC	125.00' L
306	137+65.00 CC	35.00' L
307	138+70.36 CC	35.00' L
308	138+70.35 CC	137.75' L
309	139+41.35 CC	137.75' L
310	139+41.36 CC	35.00' L
311	139+41.36 CC	0.00' L
312	139+40.99 CC	35.00' R
313	138+60.70 CC	35.00' R
314	134+24.58 CC	35.00' R
315	133+27.50 CC	35.00' R
316	0+00.00 CC	0.00'
317	126+04.23 CC	35.00' R

R/W COURSE TABLE		
COURSE	BEARING	DISTANCE
MON-300	S88°21'38"W	0.01'
30-301	S88°20'43"W	35.00'
301-302	N00°36'50"W	0.10'
302-303	N01°23'17"W	1059.79'
303-304	S88°36'43"W	90.00'
304-305	N01°23'17"W	100.00'
305-306	N88°36'43"E	90.00'
306-307	N01°23'17"W	105.36'
307-308	S88°36'22"W	102.75'
308-309	N01°23'17"W	71.00'
309-310	N88°24'19"E	90.75'
310-311	N88°59'40"E	47.00'
311-312	N88°12'58"E	35.00'
312-313	S01°23'21"E	80.29'
313-314	S01°23'17"E	436.12'
314-315	S01°23'17"E	87.08'
315-316	S01°23'17"E	722.76'
316-317	S00°36'50"E	0.98'
317-MON	N88°54'37"W	34.99'

SCHEDULE OF LANDS & INTERESTS REQUIRED			
PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	R/W ACRES
1	UNITED STATES OF AMERICA IN TRUST	TILE	0.106
28	ONEIDA GOLF & COUNTRY CLUB INC.	FEE, TILE	0.048
29	SURVIVORS TRUST UNDER SCOTT L. LEMMINGER AND JULE A. LEMMINGER REVOCABLE TRUST	TILE	0.046
31	RICHARD C. & PAMELA S. SMITH	TILE	0.044
33	JOHN W. & TERRI L. JULEY	TILE	0.121
13	NORTHEAST WISCONSIN TECHNICAL COLLEGE	TILE	0.137
50	SPECTRUM	RELEASE OF RIGHTS	
51	WISCONSIN PUBLIC SERVICE CORP - ELECTRIC	RELEASE OF RIGHTS	
54	AT&T	RELEASE OF RIGHTS	

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT. PURPOSED OF ALL THE TILES IS FOR GRADING, UNLESS NOTED

NOTES:
POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), BROWN COUNTY, NAD83(2011), IN U.S. SURVEY FEET. VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

FOR THE LATEST ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE IN GREEN BAY.

ALL EXISTING IRON PINS ARE 3/4" CAPPED REBARS UNLESS OTHERWISE NOTED.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE:
COUNTRY CLUB RD: CSM 9326, DEER TRAIL PARK.
DOE TRAIL: DEER TRAIL PARK.
ANTLER TRAIL: CSM 9326, DEER TRAIL PARK.

FOR ADDITIONAL INFORMATION REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 2 OF DOCUMENT NUMBER XXXXX.

I, JACOB S. JENSEN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF THE WISCONSIN STATUTES, I HAVE SURVEYED AND SHOWN THE TRANSPORTATION PROJECT PLAT 4987-02-75-4.03 AND I HAVE SURVEYED AND SHOWN THIS REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

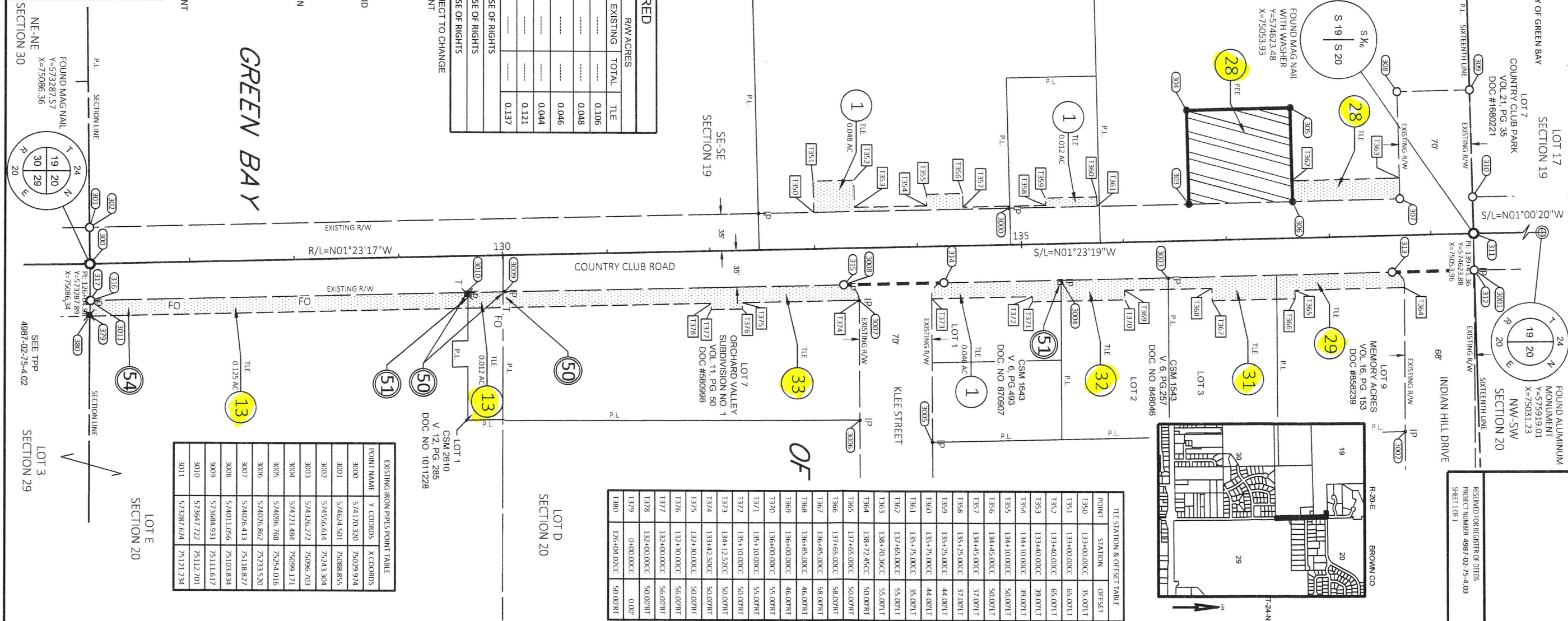
JACOB S. JENSEN
REGISTRATION NUMBER: S-2961
AUGUST 15, 2023
DATE

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR CITY OF GREEN BAY.

AYRES

STEVEN GREINER
DIRECTION OF PUBLIC WORKS

DATE





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

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # M.4

To approve the request by Department of Public Works to grant a permanent easement to Meyer Family Investment Corp., owner of Parcel 21-1203-2, to construct and maintain stormwater structures on City of Green Bay property.

BACKGROUND

The City has a storm sewer pond located on Parcel 21-1203-2-1. A privately owned stormwater pond will be constructed adjacent to the City's stormwater facility on Parcel 21-1203-2. Privately owned storm sewer pipe and an emergency overflow will be constructed on City property, so the private pond can discharge into the City-owned pond. The project is for the construction of Meyer Self Storage at 145 N. Henry Street.

RECOMMENDATION

To approve the Department of Public works to enter into an easement with Meyer Family Investment Corp.

FISCAL IMPACT

N/A

ATTACHMENTS

1. 145 N Henry - Storm Sewer Pond EAS
2. 145 N Henry - Final Plan Set

EASEMENT FOR STORM SEWER PURPOSES

It having been deemed necessary for the improvement, maintenance or protection of public or private property to occupy or use lands owned by the CITY OF GREEN BAY in the City of Green Bay, Brown County, Wisconsin.

KNOWN ALL BY THESE PRESENTS that the CITY OF GREEN BAY herein for and in consideration of the sum of Ten Dollars (\$10.00) paid to the CITY OF GREEN BAY the receipt of which is hereby acknowledged, the CITY OF GREEN BAY do(es) convey unto the parcel 21-1203-2, a PERMANENT EASEMENT including the perpetual right to enter upon the real estate hereinafter described at any time that it may seem fit and construct, maintain and repair open channels and open and enclosed drainage structures for the purpose of conveying water across, through and under the lands described in EXHIBIT A, together with the right to excavate and refill ditches and/or trenches for the location of said open channels and open and enclosed drainage structures and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said open channels and open and enclosed drainage structures over the lands described in EXHIBIT A.

Return this document to:
City of Green Bay - Clerk
100 N. Jefferson Street
Green Bay, WI 54301-5026

Tax parcel Number: _____

It is expressly understood and agreed that during the construction of said open channels and open and enclosed drainage structures, materials and excavation may be placed beyond the limits of the lands as described in EXHIBIT A, said materials and soil shall be removed immediately upon completion of construction and ground restored to the condition prior to construction.

It is expressly understood and agreed that the sewer outfall structure, pipe and pond overflow weir shall be constructed according to the approved plan in EXHIBIT B, and that the construction of such shall not interfere with access to the adjacent pond.

It is expressly understood and agreed that Grantee is responsible for maintenance of the sewer outfall structure, pipe and pond overflow weir according to the approved and notarized maintenance agreement.

After the construction of said open channels and open and enclosed drainage structures, the CITY OF GREEN BAY shall have and retain all rights to the use and occupation of said lands described in EXHIBIT A, provided that no structures shall be erected over said described lands.

In consideration of the foregoing grant, it is understood that during the time said facilities are located on the premises of the Grantor pursuant to this grant, Grantee will indemnify, save, and hold harmless the Grantor, its successors and assigns, from any and all claims, liabilities, losses, costs, damages or expenses for injury or death of any person and any damages to property arising out of Grantee's exercise of any of its rights under this easement; excepting, however, 1) any claims, liabilities, losses, costs, damages, or expenses arising out of negligence or willful acts on

the part of the Grantor, its successors and assigns, employees, agents, and invitees; 2) any special, consequential or indirect damages, including but not limited to, loss of profit or revenue, and diminution of value; and 3) any environmental claims, liabilities, losses, costs, damages, or expenses not directly caused by the construction or operation of said facilities.

For the purpose of the construction, maintenance and repair of said open channels and open and enclosed drainage structures, the said Grantee shall have the right to enter, pass over and use said premises and the lands adjacent thereto for the transportation, laying down, and storage of materials, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the work, but shall do so with the least inconvenience practicable to the grantor(s), and provided that in the event any damage is caused to said real estate or to the lands adjacent thereto, including building erected thereon, by reason of Grantee entering thereon for the purpose of the maintenance and/or repair of said open channels and open and enclosed drainage structures, said Grantee shall fully compensate said grantor(s) or successors thereof.

This agreement is binding upon the heirs, successors and assigns of the parties hereto.

X _____

Print or type name and title above

STATE OF _____)
_____) SS.
COUNTY OF _____)

X _____

Print or type name and title above

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

(Print or Type name of notary above)

Notary Public, _____, _____
County State

My Commission Expires: _____

This instrument drafted by:
Max McGuire – Utility Engineer

Project: Meyer Self Storage, 145 N. Henry Street

Parcel Number: 21-1203-2

EXHIBIT A

A Parcel of land being part of the Westerly 100 feet of Lot 1 of Volume 56 Certified Survey Maps, Page 274, Map No. 8128 pursuant to Deed recorded on June 9, 2011 as Document Number. 2528123 being part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 32, Township 24 North, Range 21 East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin. Being described as:

Commencing at the South $\frac{1}{4}$ corner of said Section 32;

Thence N $0^{\circ}24'39''$ E, 284.59 feet along the East line of the Southwest $\frac{1}{4}$ of said Section 32;

Thence N $89^{\circ}39'39''$ W, 25.94 feet to the Southeast corner of Lot 1 of Volume 56 Certified Survey Maps, Page 274, Map No. 8128;

Thence continuing N $89^{\circ}39'39''$ W, 364.04 feet along the south line of said Lot 1 to the Southeast corner of lands described in Document Number 2528123;

Thence N $00^{\circ}18'29''$ E, 101.80 feet along the East line of lands described in Document Number 2528123 to the Point of Beginning:

Thence N $89^{\circ}41'43''$ W, 8.50 feet;

Thence N $11^{\circ}36'15''$ W, 8.38 feet;

Thence N $89^{\circ}41'31''$ W, 34.77 feet;

Thence N $00^{\circ}18'29''$ E, 15.00 feet;

Thence S $89^{\circ}41'31''$ E, 32.19 feet;

Thence N $12^{\circ}13'13''$ E, 20.86 feet;

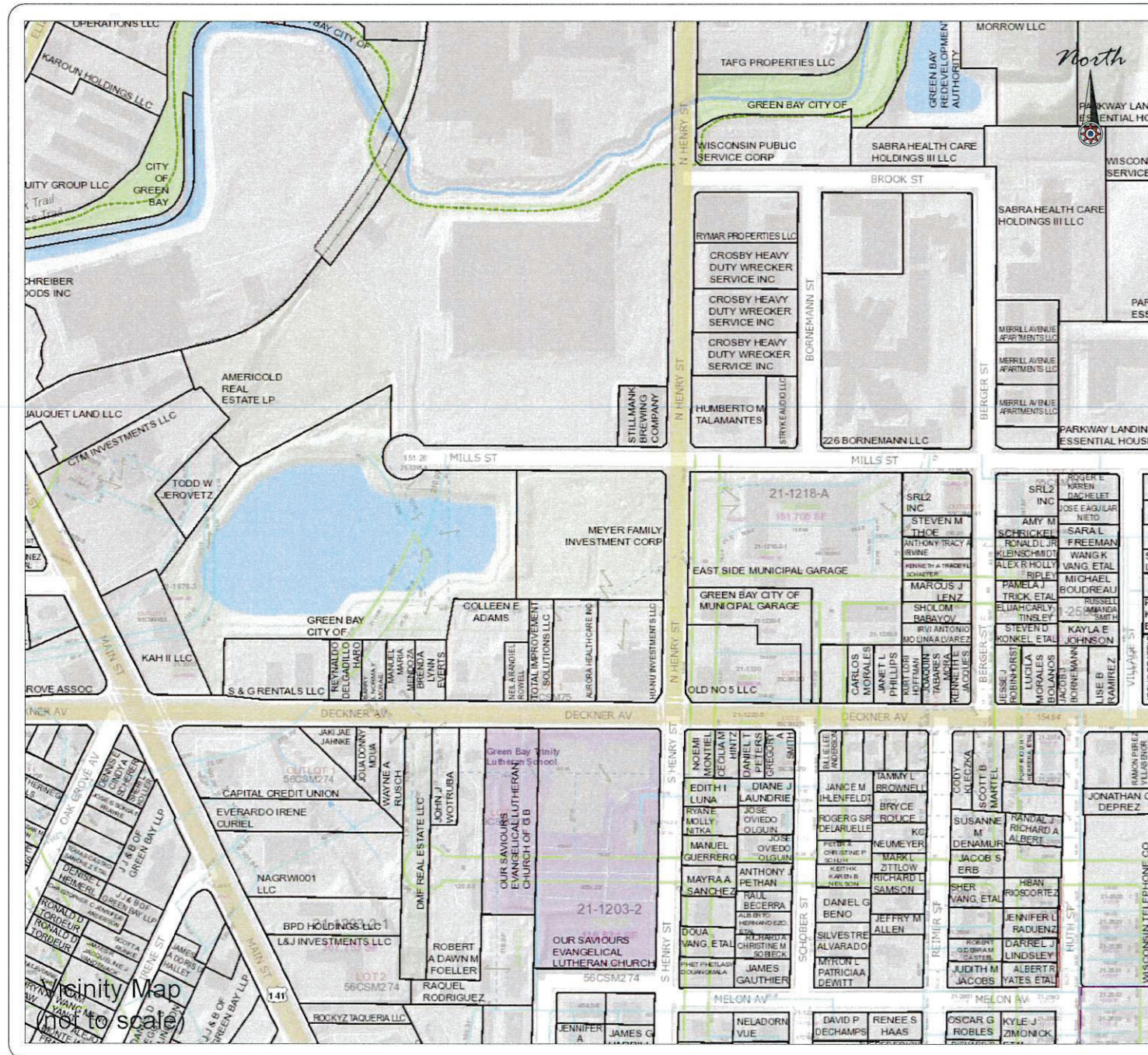
Thence S $89^{\circ}41'31''$ E, 8.50 feet to the East line of lands described in Document Number 2528123;

Thence S $00^{\circ}18'29''$ W, 43.61 feet along said East line to the Point of Beginning.

Said Parcel Containing .022 Acres or 969 Square Feet.

Meyer Self Storage

145 N. Henry Street
City of Green Bay, Brown County, Wisconsin



Project Information

Owner(s):	Meyer Family Investment Corp
Project Name:	Meyer Self Storage
Project Description:	Self Storage Facility
Project Zoning:	G1
Project Location:	145 N Henry St
Parcel Number(s):	21-1203-2

Contact Information

Owner(s):	Mike Meyer Meyer Family Investment Corp 2519 Mary Jo Dr Green Bay, WI 54311
Engineer:	Vierbicher Contact: Tonya Wagner, P.E. 400 Security Blvd. Green Bay, WI 54313 Ph.: 920-434-9670

Sheet Index:
C1.0 Title Sheet
1 of 1 Site Survey
C2.0 Notes
C3.0 Site Plan
C4.0 Grading Plan
C4.1 Pond Plan & Profile
C5.0 Erosion Control Plan
C6.0 Utility Plan
C7.0 Details
C7.1 Details

vierbicher
planners | engineers | advisors



Phone: 920-434-9670 Fax: 920-434-9672

DATE:
06-24-24
PROJECT NO.
240073
SHEET NO.
C1.0
DRAWING NO.
S-3875

Site Survey

Part of Lot 1, Volume 56, Certified Survey Maps, Page 274, Map Number 8128, Document Number 2528026, Brown County Records, located part of the Southeast ¼ of the Southwest ¼ of Section 32, T24N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Beginning at the Southeast corner of Lot 1, Volume 56, Certified Survey Maps, Page 274, Map Number 8128, Document Number 2528026, Brown County Records; thence N89°39'39"W, 364.04 feet along the South line of said Lot 1; thence N0°18'29"E, 318.04 feet to the North line of said Lot 1, also being the South right of way of Mills Street; thence S89°38'37"E, 359.23 feet along said North line and said South right of way; thence S44°11'43"E, 14.03 feet to the East line of said Lot 1, also being the West right of way of N. Henry Street; thence S1°14'35"W, 307.97 feet along said East line and said West right of way to said South line and the point of beginning.

Parcel contains 116,534 square feet / 2.68 acres more or less.

Parcel subject to easements and restrictions of record.

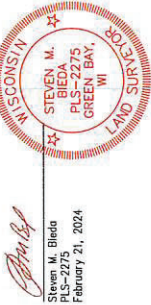


Legend

- 1" iron pipe found
- 1" iron pipe w/ cap found
- Brown County monument - type noted
- storm sewer manhole
- storm sewer line
- curb inlet
- storm sewer line
- sanitary sewer manhole
- sanitary sewer line
- hydrant
- water valve
- underground gas line
- underground electric line
- electrical meter
- underground fiber optic line
- fiber optic pedestal
- power pole
- overhead wires
- concrete curb & gutter line
- blacktop
- concrete
- fence line
- sign
- deciduous tree
- tree line
- floodplain limits

SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, do hereby certify that the above described property was surveyed and mapped in accordance with AE-7 of the Wisconsin Surveying Code and is correct to the best of my knowledge and belief.



NOTES

Readings referenced to the South line of the Southwest ¼ of Section 32, T24N-R21E, assumed to be S89°40'02"E.

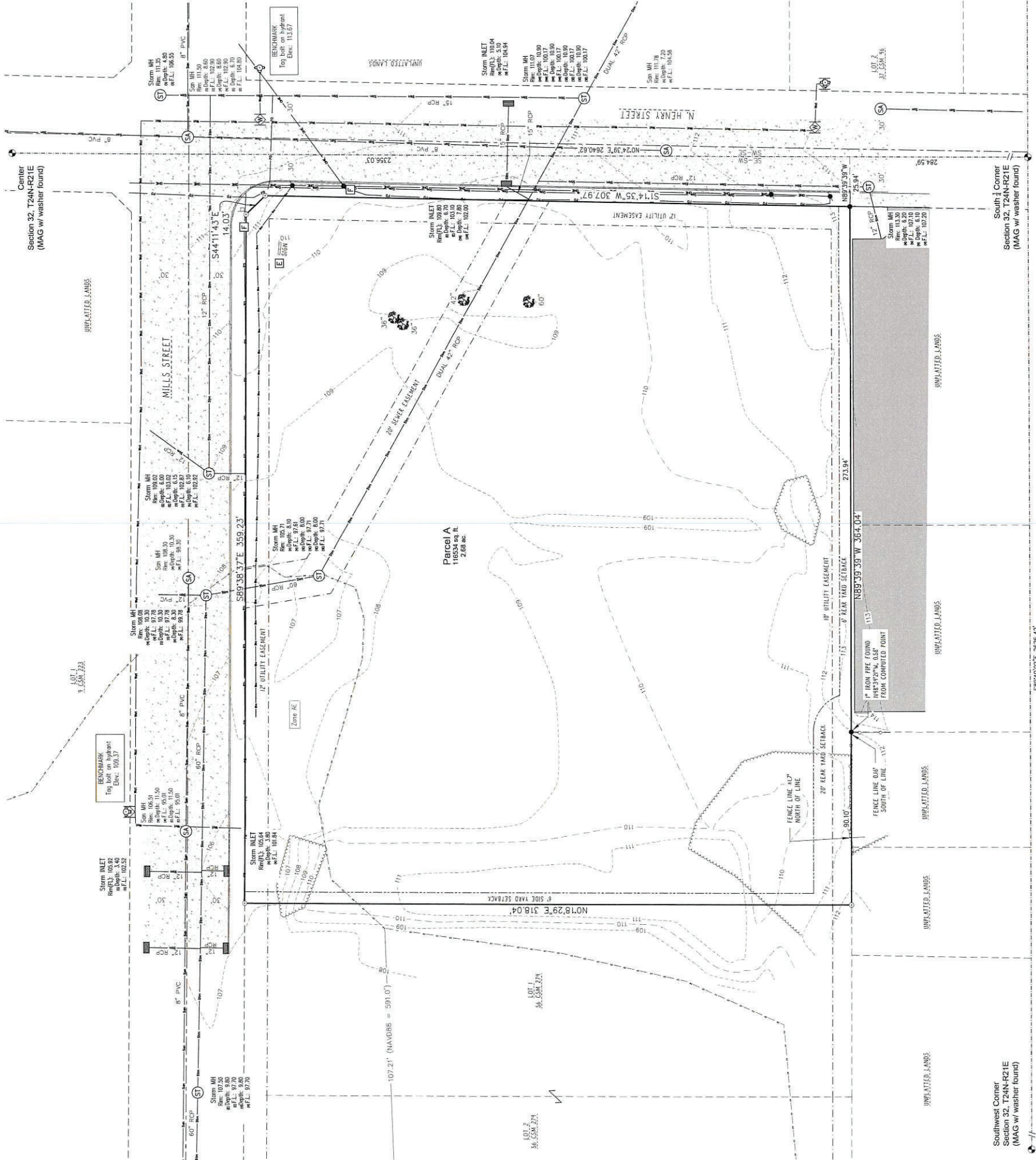
The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

Elevations are referenced to the City of Green Bay Datum.

Digger's hotline had been called for this project on February 8, 2024 with ticket number 2024060368.

Vierbicher Associates accepts no responsibility for existing utilities not marked by digger's hotline.

Floodplain and cross section data obtained from FEMA FIRI Map No. 55008C01860F, revised date of May 9, 2023. According to the FEMA FIRI Map, Zone AE has base flood elevations determined.



PROJECT NO.
240073
SHEET NO.
1 of 1
DRAWING NO.
S-3851

Mike Meyer

vierbicher
planners | engineers | advisors



400 Security Blvd Ste 1, Green Bay, WI, (920) 434-9670

Site Survey
145 N. Henry Street

TAX PARCEL NO. 21-1203-2

DRAWN BY
CPM

SCALE
1"=30'

File: 240073SiteSurvey 020724.dwg

Data File: 240073.txt

Fieldwork Completed: 02/13/24

RESPONSE ACTIONS IN THE EVENT OF A SPILL OR RELEASE

IMMEDIATELY TAKE THE FOLLOWING MEASURES TO KEEP THE SPILL FROM ENTERING SEWER OR STORM DRAINS, SPREADING OFF SITE, OR AFFECTING HUMAN HEALTH.

- STOP, CONTAIN, AND CLEAN UP CHEMICAL SPILL IF:
- THE SPILLED CHEMICAL AND ITS HAZARDOUS PROPERTIES HAVE BEEN IDENTIFIED
 - THE SPILL IS SMALL AND EASILY CONTAINED
 - RESPONDER IS AWARE OF THE CHEMICALS' HAZARDOUS PROPERTIES

IF SPILL OR RELEASE CANNOT BE CONTROLLED OR INJURIES HAVE OCCURRED DUE TO THE RELEASE THE FOLLOWING PROCEDURES SHOULD BE IMPLEMENTED:

- SUMMON HELP OR ALERT OTHERS OF THE RELEASE
- EVACUATE IMMEDIATE AREA, PROVIDE CARE TO INJURED, CALL 911
- IF POTENTIAL FOR FIRE OR EXPLOSION - CALL 911
- RESPOND DEFENSIVELY TO ANY UNCONTROLLED SPILLS
 - USE PROTECTIVE EQUIPMENT
 - ATTEMPT TO STOP SOURCE OF RELEASE (IF SAFE TO DO SO)
 - PROTECT DRAINS BY USE OF ABSORBENT, BOOMS OR DRAIN COVERS (IF SAFE TO DO SO)
- NOTIFY ONSITE EMERGENCY CONTACT(S)
- COORDINATE RESPONSE ACTIVITIES WITH LOCAL EMERGENCY PERSONNEL
- BE PREPARED TO PROVIDE MSDS INFORMATION TO EMERGENCY PERSONNEL
- NOTIFY APPROPRIATE AGENCY IF RELEASE HAS ENTERED THE ENVIRONMENT.

SPILL PREVENTION AND EMERGENCY RESPONSE PLAN:

EMERGENCY CONTACTS
TBD

EMERGENCY RESPONSE CONTACTS
FIRE/PARAMEDICS/POLICE 911
FIRE NON-EMERGENCY LINE (920) 434-4666
COUNTY HEALTH DEPARTMENT(920) 448-6400
DNR SPILL HOTLINE 1-800-943-0003

LOCAL EMERGENCY MEDICAL FACILITY
ST. VINCENT HOSPITAL
835 S. VAN BUREN ST
GREEN BAY, WI 54301
(920) 433-0111

SPILL PREVENTION
HAZARDOUS SUBSTANCE MANAGEMENT:
ALL HAZARDOUS SUBSTANCES, INCLUDING CHEMICAL WASTES, ARE TO BE MANAGED IN A WAY THAT PREVENTS RELEASE.

SITE STATISTICS

BEFORE CONSTRUCTION
SITE AREA - 2.675 Acres
PERVIOUS 2.675 Acres (100.0%)

AFTER CONSTRUCTION
SITE AREA - 2.675 Acres
PAVEMENT 1.039 Acres (38.8%)
BUILDING 0.868 Acres (32.4%)
GREEN SPACE 0.768 Acres (28.7%)

PRINCIPLE OCCUPANCY S-1

CONSTRUCTION TYPE 5-B

WFU = 0

DFU = 0

PARKING STATISTICS
REQUIRED - 1 SP/10 STORAGE UNITS
1 SP/ 500 SF OFFICE AREA

$\frac{156}{10} = 16$ STALLS REQUIRED
 $\frac{1}{6}$ OFFICE = 0 REQUIRED

16 STALLS REQUIRED

PROPOSED
15 STANDARD STALLS
1 ADA STALLS
16 TOTAL STALLS

CONSTRUCTION SITE EROSION CONTROL

THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES. ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS AND IF NO STANDARD EXISTS THE WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK (CURRENT EDITION) SHALL BE REFERENCED. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN PLACE PRIOR TO DISTURBING THE SITE. CONTRACTORS SHALL MINIMIZE THE DURATION AND SIZE OF DISTURBED AREAS TO THE MAXIMUM EXTENT PRACTICABLE. EROSION AND SEDIMENT CONTROL PRACTICES PROPOSED FOR THIS PROJECT ARE DESCRIBED AS FOLLOWS:

SEDIMENT TRACKING FROM CONSTRUCTION SITE:

- STONE TRACKING PAD(S) - TECHNICAL STANDARD 1057
STONE TRACKING PADS WILL BE INSTALLED AT ENTRANCES SHOWN ON THE SITE. TRACKING PADS SHALL BE IN PLACE PRIOR TO LAND DISTURBING ACTIVITIES.
WASH WATER FROM VEHICLE AND WHEEL WASHING SHALL BE TREATED BEFORE ENTERING WATERS OF THE STATE.
- STREET SWEEPING/CLEANING
SEDIMENT TRACKED FROM THE CONSTRUCTION SITE SHALL BE CLEANED UP AT THE END OF EACH WORK DAY UNLESS THE SEDIMENT PRESENTS A HAZARD. SEDIMENT PRESENTING A HAZARD MUST BE CLEANED UP IMMEDIATELY.

SEDIMENT CARRIED OFF-SITE BY OVERLAND FLOW OR RUNOFF:

- SILT FENCE - TECHNICAL STANDARD 1056
SILT FENCE WILL BE INSTALLED DOWN-SLOPE OF ALL DISTURBED AREAS OF THE SITE. THE FENCE SHALL BE INSTALLED ALONG THE CONTOURS AND BE IN-PLACE PRIOR TO LAND DISTURBING ACTIVITIES.
- SEEDING - TECHNICAL STANDARD 1059; MULCHING - TECHNICAL STANDARD 1058
DISTURBED AREAS OF THE SITE SHALL BE SEEDED AND MULCHED AS SOON AS THEY ARE BROUGHT TO FINISHED GRADE. IN ADDITION, ANY STOCK PILES IN PLACE FOR 7 DAYS OR MORE SHALL BE SEEDED AND MULCHED.
- NON-CHANNEL EROSION MAT - TECHNICAL STANDARD 1052
EROSION CONTROL MAT SHALL BE PLACED AS SHOWN ON THE PLANS, AND/OR AS DETERMINED IN THE FIELD, TO PROTECT THE DISTURBED SLOPES FROM EROSION. NON-CHANNEL EROSION MAT SHALL BE INSTALLED AS SOON AS THE SLOPE HAS BEEN BROUGHT TO FINISHED GRADE.

- CONSTRUCTION SITE DIVERSION - TECHNICAL STANDARD 1066

WHERE POSSIBLE, THE SITE WILL BE GRADED SUCH THE RUNOFF FROM UNDISTURBED AREAS IS ROUTED AROUND DISTURBED AREAS OF THE SITE.

SEDIMENT CARRIED OFF-SITE BY DEWATERING OPERATIONS:

- DEWATERING - TECHNICAL STANDARD 1061
DEWATERING IS NOT ANTICIPATED FOR THIS PROJECT. IF IT IS REQUIRED, DEWATERING SHALL BE IN ACCORDANCE WITH THE DEWATERING TECHNICAL STANDARD. ANY NECESSARY PERMITS SHALL BE OBTAINED PRIOR TO DEWATERING OPERATIONS TAKE PLACE.

SEDIMENT ENTERING STORM DRAIN INLETS:

- STORM DRAIN INLET PROTECTION - TECHNICAL STANDARD 1060
ALL INLETS, PROPOSED AND EXISTING, ACCEPTING RUNOFF FROM DISTURBED AREAS OF THE SITE SHALL HAVE INLET PROTECTION INSTALLED PRIOR TO LAND DISTURBING ACTIVITY WITHIN THE AREA DISCHARGING TO THE INLET.

SEDIMENT BEING CARRIED OFF-SITE BY WIND:

- DUST CONTROL - TECHNICAL STANDARD 1068
WHEN REQUIRED, DUST CONTROL MEASURES SHALL BE EMPLOYED TO PREVENT DUST FROM BLOWING OFF-SITE.

CONCRETE WASHOUT

- CONCRETE WASHOUT SHALL BE COLLECTED AND RETAINED, BOTH WATER AND CONCRETE, IN LEAK PROOF CONTAINERS. WASHOUT CAN BE RECYCLED OR REUSED. SEE <http://water.epa.gov/polwaste/npdes/swbmp/upload/concretewashout.pdf> FOR DETAILS.

GENERAL NOTES:

1. ALL CLEARING, GRADING, GRAVELING, PAVING, AND RESTORATION SHALL BE DONE IN ACCORDANCE WITH THE WISCONSIN DOT STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, CURRENT EDITION.

2. A COPY OF THE EROSION CONTROL PLAN SHALL BE KEPT ON SITE AT ALL TIMES.

3. EROSION CONTROL METHODS SHALL BE IMPLEMENTED, AS DIRECTED BY THE ENGINEER, PRIOR TO AND DURING CONSTRUCTION, TO CONTROL WATER POLLUTION, EROSION, AND SILTATION. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE WIDNR TECHNICAL STANDARDS.

4. CONTRACTOR IS RESPONSIBLE FOR CONTACTING DIGGERS HOTLINE FOR THE LOCATION OF THE UTILITIES.

5. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL STUMPS.

6. EXCESS TOPSOIL SHALL BE STOCKPILED ON THE SITE WITH THE PROPER EROSION CONTROL AT A LOCATION ACCEPTABLE TO THE OWNER.

7. CONTRACTOR SHALL DISPOSE OF ALL WASTE AND EXCESS MATERIAL AT AN APPROVED LOCATION.

8. CONTRACTOR SHALL PROTECT ALL PROPERTY IRONS. A LICENSED LAND SURVEYOR, AT THE CONTRACTORS EXPENSE, SHALL REPLACE ANY PROPERTY IRONS REMOVED DURING CONSTRUCTION.

INSPECTION AND MAINTENANCE

THE CONTRACTOR IS RESPONSIBLE FOR INSPECTION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS UNTIL THE CONSTRUCTION SITE IS PERMANENTLY STABILIZED WITH A DENSE GRASS COVER. THE CONTRACTOR SHALL INSPECT EROSION AND SEDIMENT CONTROLS WEEKLY AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. THE CONTRACTOR SHALL INSPECT EROSION AND SEDIMENT CONTROLS FOR STRUCTURAL DAMAGE, SEDIMENT ACCUMULATION, OR ANY OTHER UNDESIRABLE CONDITION. THE CONTRACTOR SHALL REPAIR DAMAGED STRUCTURES PRIOR TO THE END OF EACH WORKING DAY. SEDIMENT SHALL BE REMOVED FROM THE STRUCTURE WHEN THE DEPTH OF SEDIMENT HAS ACCUMULATED TO ONE HALF THE HEIGHT OF THE DEVICE OR AS REQUIRED BY THE APPLICABLE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD (CURRENT EDITION).

THE CONTRACTOR SHALL SUMMARIZE WEEKLY INSPECTION AND MAINTENANCE ACTIVITIES ON A WEEKLY INSPECTION REPORT THAT IS AVAILABLE THROUGH THE WIDNR.

THE WEEKLY INSPECTION REPORT SHALL INCLUDE THE FOLLOWING MINIMUM INFORMATION:

NAME OF INDIVIDUAL PERFORMING INSPECTION;

DATE, TIME, AND PLACE OF INSPECTION;

A DESCRIPTION OF THE CONSTRUCTION PHASE;

A DESCRIPTION OF EROSION AND SEDIMENT CONTROL INSTALLATIONS;

A DESCRIPTION OF EROSION AND SEDIMENT CONTROL MAINTENANCE ACTIVITIES;

AND AN ASSESSMENT OF EROSION AND SEDIMENT CONTROL CONDITIONS.

THE CONTRACTOR SHALL PROMPTLY FURNISH THE ORIGINAL WEEKLY INSPECTION REPORTS TO THE OWNER, OWNER'S REPRESENTATIVE, OR WISCONSIN DEPARTMENT OF NATURAL RESOURCES WHEN REQUESTED. THE CONTRACTOR SHALL KEEP A COPY OF THE APPROVED EROSION & SEDIMENT CONTROL PLAN, PERMITS, AND WEEKLY INSPECTION REPORTS ON-SITE AT ALL TIMES.

WEEKLY INSPECTION REPORTS AND REPORTS FROM PRECIPITATION EVENTS GREATER THAN $\frac{1}{8}$ INCH SHOULD BE SENT TO EROSIONCONTROL@GREENBAYWI.GOV

ALL WASTE FROM THE CONSTRUCTION SITE SHALL BE PROPERLY DISPOSED OF AND NOT BE ALLOWED TO ENTER THE STORM SEWER SYSTEM, DRAINAGE SYSTEM, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS LOCATED WITHIN THE CONSTRUCTION SITE.

SEQUENCE OF CONSTRUCTION

JULY 2024

- INSTALL TRACKOUT PROTECTION AND SILT FENCE/SILT SOCK AS SOON AS PRACTICABLE. PERFORM STREET SWEEPING AS NEEDED.
- CONTACT THE CITY OF GREEN BAY TO NOTIFY THEM THAT SITE GRADING IS TO BEGIN AND INITIAL EROSION CONTROLS ARE INSTALLED.
- STRIP AND STOCKPILE TOPSOIL.
- CONSTRUCT STORM WATER POND. SEED AS SOON AS PRACTICABLE.
- SALVAGE SUITABLE MATERIAL FOR FILL MATERIAL. DISPOSE OF NON-SUITABLE OR EXCESS SOILS AT A PERMITTED OFF-SITE LOCATION.
- INSTALL STORM SEWER.
- GRADE AND GRAVEL PAVED AREAS. USE PAVEMENT AS CONSTRUCTION STAGING AREA
- BUILDING CONSTRUCTION SHALL BE ONGOING.
- PERFORM STREET SWEEPING AND TEMPORARY MULCHING/SEEDING AS NEEDED AND REQUIRED.

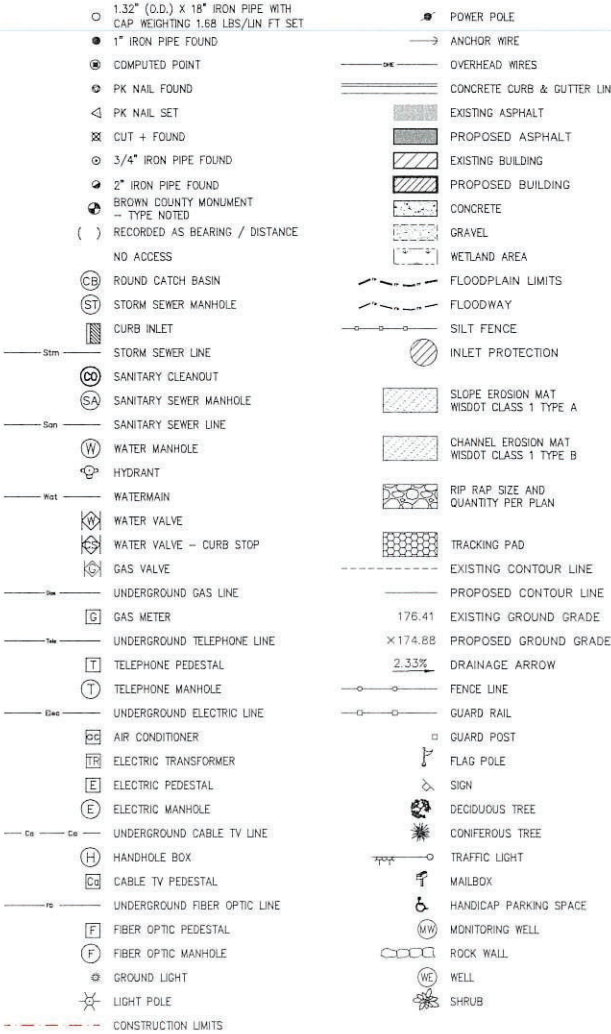
MAY 2025

G. COMPLETE FINE GRADING AND LANDSCAPING. PERMANENTLY STABILIZE EACH AREA OF THE CONSTRUCTION SITE WITH TOPSOIL. SEED, FERTILIZE, AND MULCH AS SOON AS PRACTICABLE AFTER FINAL GRADING.

JULY 2025

H. REMOVE AND DISPOSE OF EROSION AND SEDIMENT CONTROL MEASURES WITHIN 30 DAYS OF FINAL SITE STABILIZATION (I.E. SILT FENCE). VEGETATION SHALL ACHIEVE 70% GROWTH TO BE CONSIDERED STABILIZED.

Legend



DESIGNED BY
TAW

DATA FILE
240073.txt

DATE
06-24-24

Comments

Date

Number



vierbicher
planners | engineers | advisors
Phone: 920-434-9670 Fax: 920-434-9672

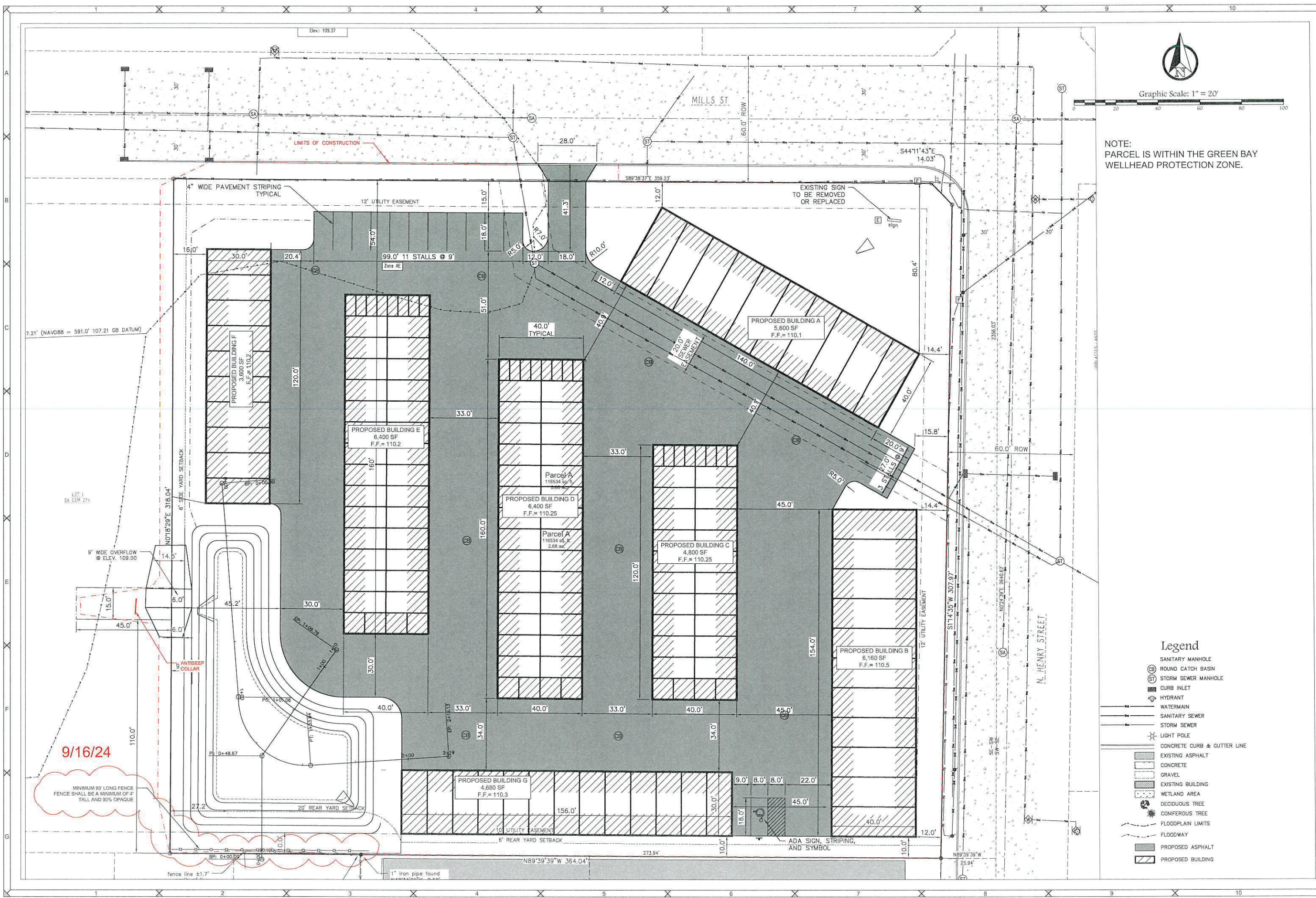
Notes
Meyer Self Storage

PROJECT NO.
240073

SHEET NO.
C2.0

DRAWING NO.
S-3875

File: 240073 MeyerENG 052024.dwg



Graphic Scale: 1" = 20'

NOTE:
PARCEL IS WITHIN THE GREEN BAY
WELLHEAD PROTECTION ZONE.

- Legend**
- SANITARY MANHOLE
 - ROUND CATCH BASIN
 - STORM SEWER MANHOLE
 - CURB INLET
 - HYDRANT
 - WATERMAIN
 - SANITARY SEWER
 - STORM SEWER
 - LIGHT POLE
 - CONCRETE CURB & GUTTER LINE
 - EXISTING ASPHALT
 - CONCRETE
 - GRAVEL
 - EXISTING BUILDING
 - WETLAND AREA
 - DECIDUOUS TREE
 - CONIFEROUS TREE
 - FLOODPLAIN LIMITS
 - FLOODWAY
 - PROPOSED ASPHALT
 - PROPOSED BUILDING

DESIGNED BY
TAW

DATA FILE
240073.dwg

DATE
07-24-24

Number	Date	Comments



vierbicher
planners | engineers | advisors
Phone: 920-434-9670 Fax: 920-434-9672

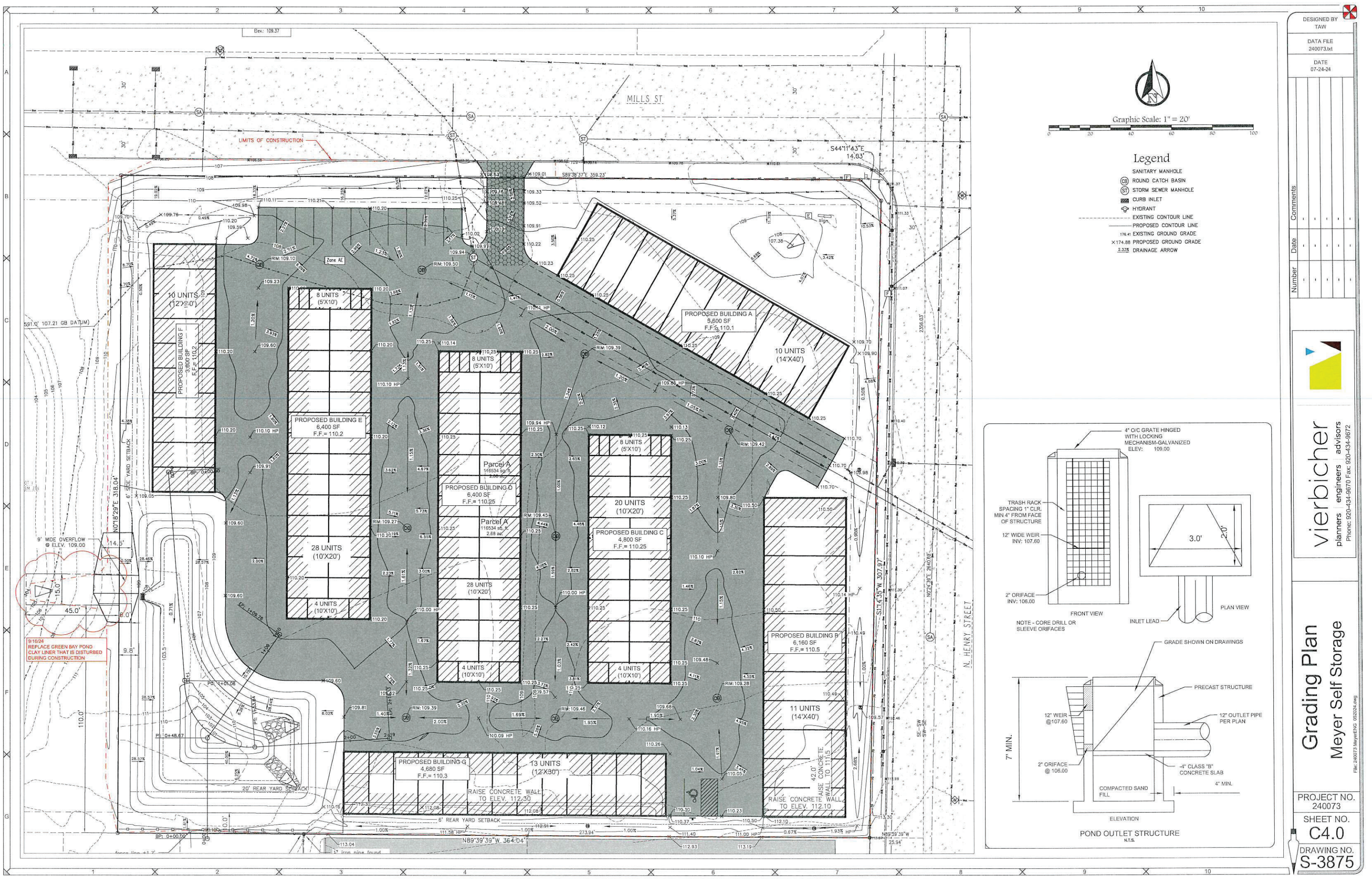
Site Plan

Meyer Self Storage

PROJECT NO.
240073

SHEET NO.
C3.0

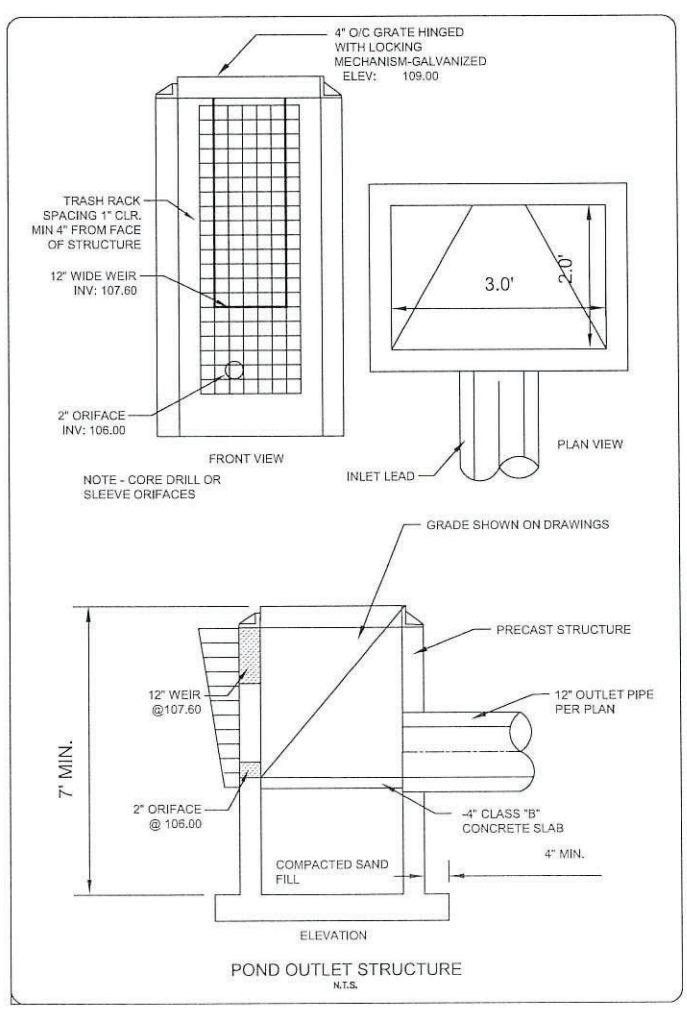
DRAWING NO.
S-3875



Graphic Scale: 1" = 20'

Legend

- SANITARY MANHOLE
- ⊙ ROUND CATCH BASIN
- ⊙ STORM SEWER MANHOLE
- ▢ CURB INLET
- ⊙ HYDRANT
- - - EXISTING CONTOUR LINE
- - - PROPOSED CONTOUR LINE
- 176.41' EXISTING GROUND GRADE
- X 174.88' PROPOSED GROUND GRADE
- DRAINAGE ARROW



DESIGNED BY
TAW

DATA FILE
240073.kit

DATE
07-24-24

Number	Date	Comments

vierbicher

planners | engineers | advisors

Phone: 920-434-9670 Fax: 920-434-9672

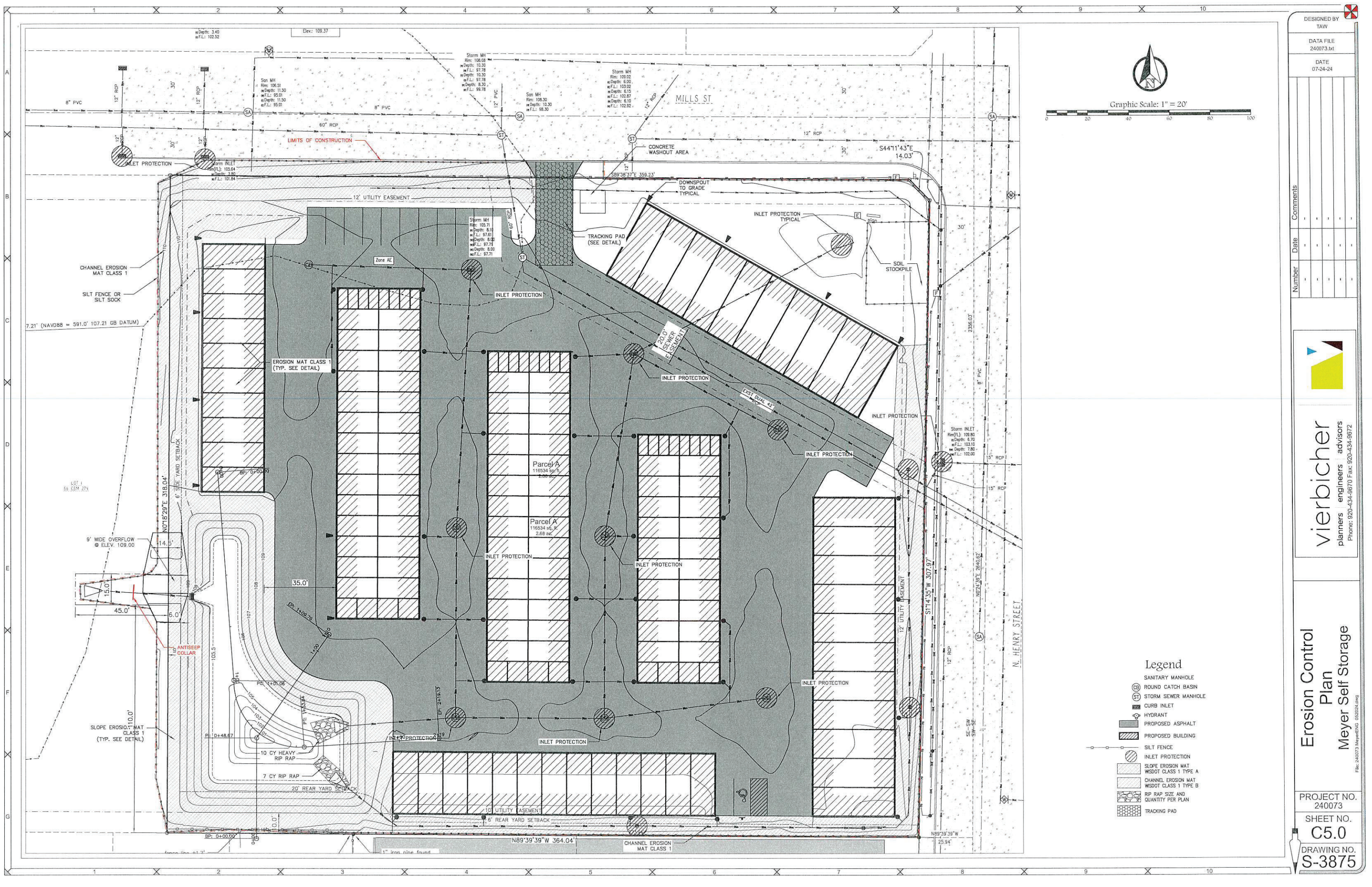
Grading Plan

Meyer Self Storage

PROJECT NO.
240073

SHEET NO.
C4.0

DRAWING NO.
S-3875



DESIGNED BY
TAW

DATA FILE
240073.txt

DATE
07-24-24

Number	Date	Comments



vierbicher

planners | engineers | advisors

Phone: 920-434-9670 Fax: 920-434-9672

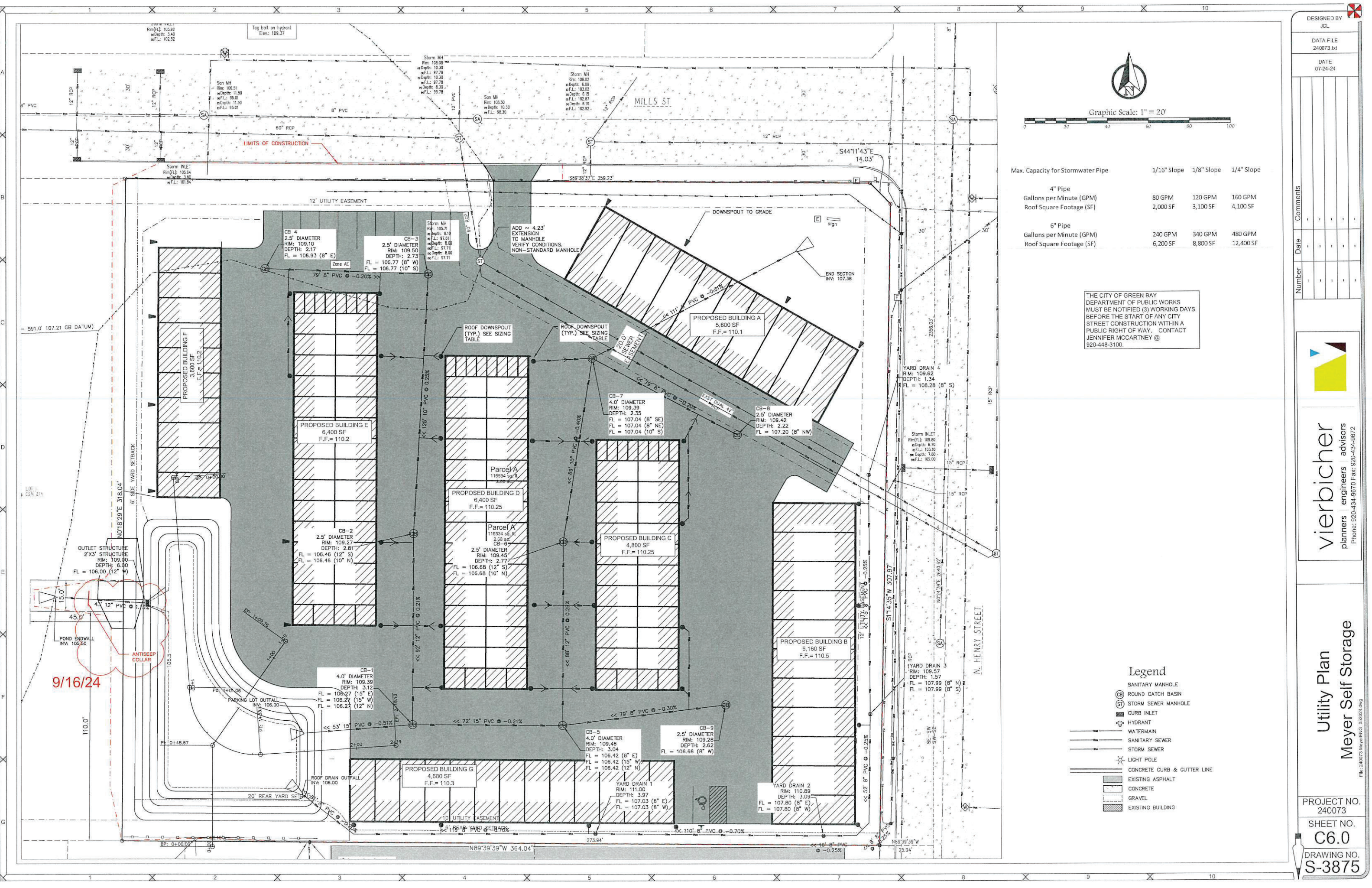
Erosion Control
Plan
Meyer Self Storage

PROJECT NO.
240073

SHEET NO.
C5.0

DRAWING NO.
S-3875

File: 240073_MeyerENG_052024.dwg



Max. Capacity for Stormwater Pipe	1/16" Slope	1/8" Slope	1/4" Slope
4" Pipe			
Gallons per Minute (GPM)	80 GPM	120 GPM	160 GPM
Roof Square Footage (SF)	2,000 SF	3,100 SF	4,100 SF
6" Pipe			
Gallons per Minute (GPM)	240 GPM	340 GPM	480 GPM
Roof Square Footage (SF)	6,200 SF	8,800 SF	12,400 SF

THE CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
MUST BE NOTIFIED (3) WORKING DAYS
BEFORE THE START OF ANY CITY
STREET CONSTRUCTION WITHIN A
PUBLIC RIGHT OF WAY. CONTACT
JENNIFER MCCARTNEY @
920-448-3100.

- Legend
- SANITARY MANHOLE
 - ROUND CATCH BASIN
 - STORM SEWER MANHOLE
 - CURB INLET
 - HYDRANT
 - WATERMAIN
 - SANITARY SEWER
 - STORM SEWER
 - LIGHT POLE
 - CONCRETE CURB & GUTTER LINE
 - EXISTING ASPHALT
 - CONCRETE
 - GRAVEL
 - EXISTING BUILDING

DESIGNED BY
JCL

DATA FILE
240073.mxd

DATE
07-24-24

Comments

Date

Number

vierbicher
planners engineers advisors
Phone: 920-434-9670 Fax: 920-434-9672

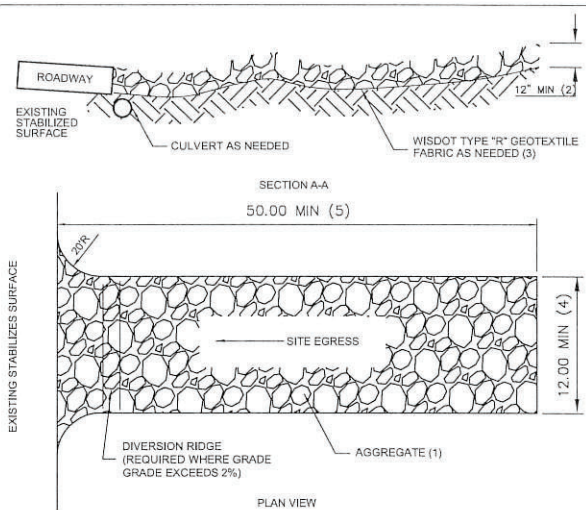
Utility Plan
Meyer Self Storage

PROJECT NO.
240073

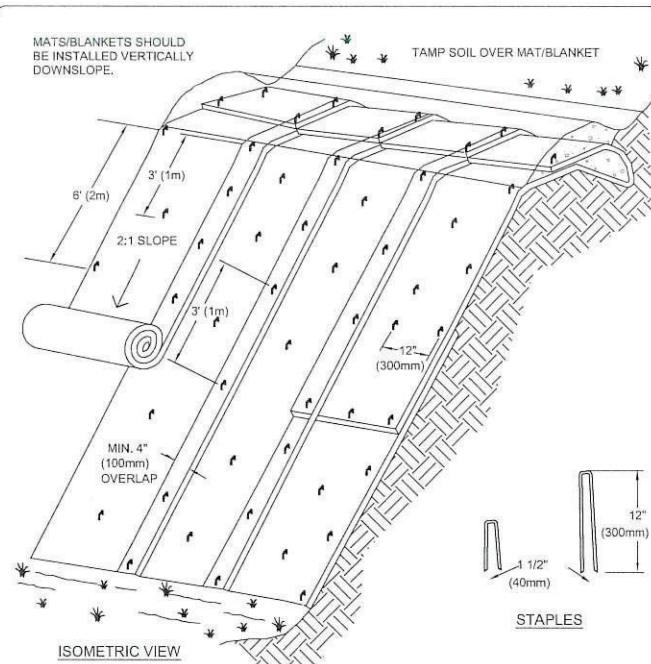
SHEET NO.
C6.0

DRAWING NO.
S-3875

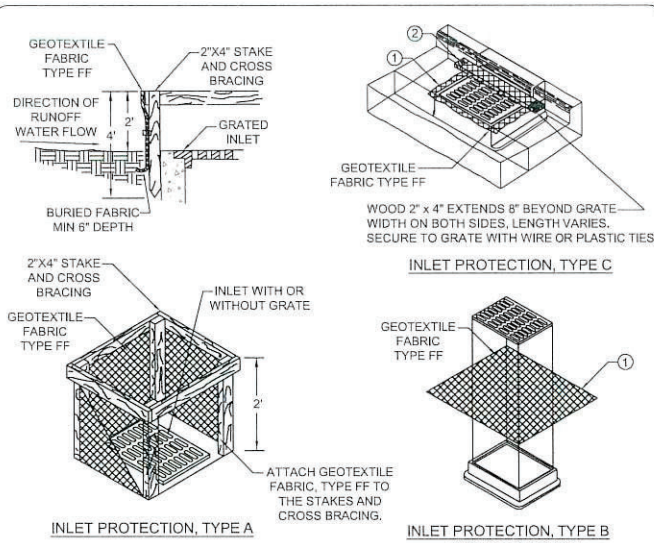
File: 240073 MeyerENC 052024.dwg



STONE TRACKING PAD
N.T.S. DNR TRACKOUT CONTROL PRACTICES 1057-TS-9



EROSION CONTROL MAT FOR SLOPE INSTALLATION
N.T.S.



GENERAL NOTES
MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED, WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

1.) FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

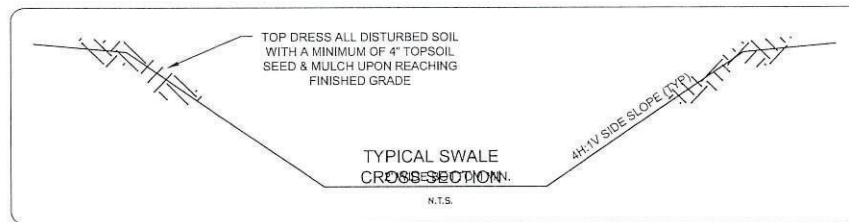
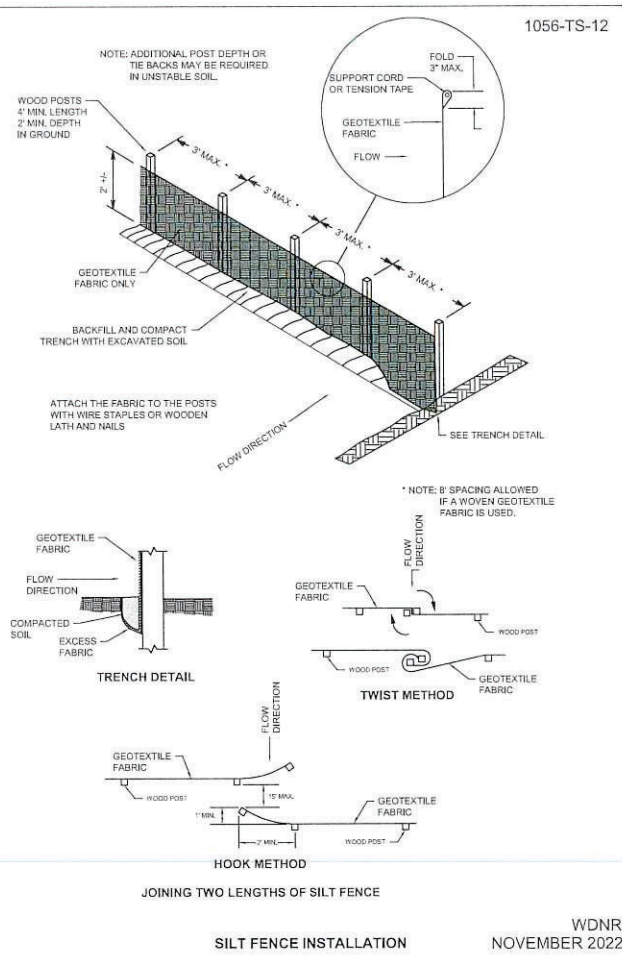
2.) FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES, THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.

3.) FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.

INSTALLATION NOTES TYPE B & C
TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE. THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

This drawing based on Wisconsin Department of Transportation Standard Detail Drawing 8 E 10-2.

INLET PROTECTION TYPES A, B, & C
N.T.S.



CLAY LINER SPECIFICATIONS (TYP.)

A CLAY LINER SHALL BE PLACED OVER NATIVE SOILS WITHIN THE PERMANENT POOL AREAS AND UP THE PONDS 2-YEAR 24-HOUR DESIGN STORM PEAK WATER SURFACE ELEVATION OF 106.00 (GREEN BAY POND)

CLAY MATERIAL USED TO CONSTRUCT THE LINER MUST MEET THE FOLLOWING MINIMUM SPECIFICATIONS:

LINER THICKNESS = 2 FEET
IN PLACE HYDRAULIC CONDUCTIVITY = 1×10^{-6} CM/SEC OR LESS
MINIMUM OF 50% BY WEIGHT WHICH PASSES THE 200 SIEVE
AVERAGE LIQUID LIMIT OF 16 OR GREATER, NONE LESS THAN 14
AVERAGE PLASTICITY INDEX OF 7 OR GREATER, NONE LESS THAN 5
CLAY INSTALLED 2% WET OF OPTIMUM WHEN USING MODIFIED PROCTOR.
FREE OF STONES AND INCLUSIONS OF OTHER SOIL TYPES LARGER THAN 3 INCHES IN LARGEST DIMENSION.
NON-ORGANIC SOIL CLASSIFIED AS CL OR CH BY UNIFIED SOIL CLASSIFICATION SYSTEM.

THE SOIL BORINGS INDICATE THAT SUITABLE CLAY MATERIAL MAY BE AVAILABLE FOR USE AS CLAY LINER MATERIAL. TESTING FOR HYDRAULIC CONDUCTIVITY AND ATTERBERG LIMITS WERE COMPLETED. THE GEOTECHNICAL REPORT IS AVAILABLE UPON REQUEST.

BECAUSE THE QUANTITY OF SUITABLE CLAY MATERIAL IS UNKNOWN, BORROW MATERIAL MAY BE REQUIRED TO FINISH THE CLAY LINER. THE CONTRACTOR SHALL PROVIDE HYDRAULIC CONDUCTIVITY PROPERTIES, A P200 SIEVE ANALYSIS, ATTERBERG LIMITS TEST RESULTS, AND A MODIFIED PROCTOR TEST FOR A SUPPLEMENTAL CLAY SOURCE NO LATER THAN THE PRECONSTRUCTION MEETING.

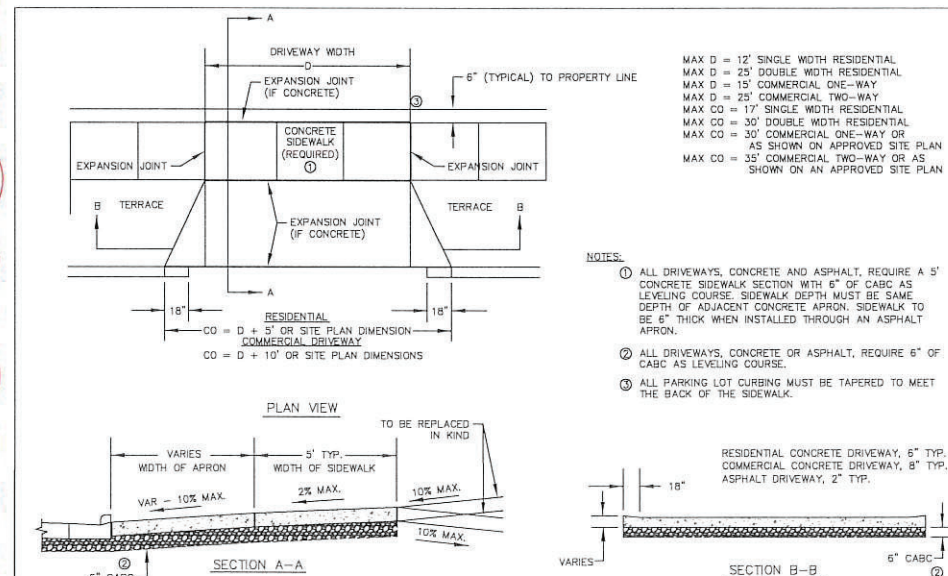
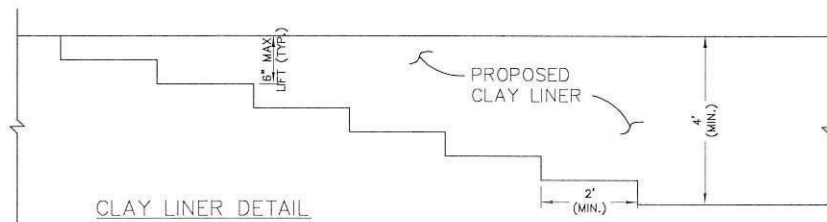
MATERIAL TESTING DATA SHALL DEMONSTRATE THAT THE CLAY SOURCE MATERIAL MEETS AND EXCEEDS THE REQUIREMENTS LISTED ABOVE. ADDITIONALLY, TESTING DATA SHALL DEMONSTRATE THAT THE CLAY SOURCE MATERIAL HAD A MAXIMUM HYDRAULIC CONDUCTIVITY OF 1×10^{-6} cm/s AT 90% OF THE MODIFIED PROCTOR DENSITY.

ALL CLAY LAYERS IN THE LINER TO BE CONSTRUCTED IN LIFT HEIGHTS NO GREATER THAN 6 INCHES AFTER COMPACTION USING FOOTED COMPACTION EQUIPMENT HAVING FEET AT LEAST AS LONG AS THE LOOSE LIFT HEIGHT. CLAY IS TO BE DISKED OR OTHERWISE MECHANICALLY PROCESSED BEFORE COMPACTION TO BREAK UP CLODS AND ALLOW FOR MOISTURE ADJUSTMENT. CLOD SIZE TO BE NO GREATER THAN 4 INCHES.

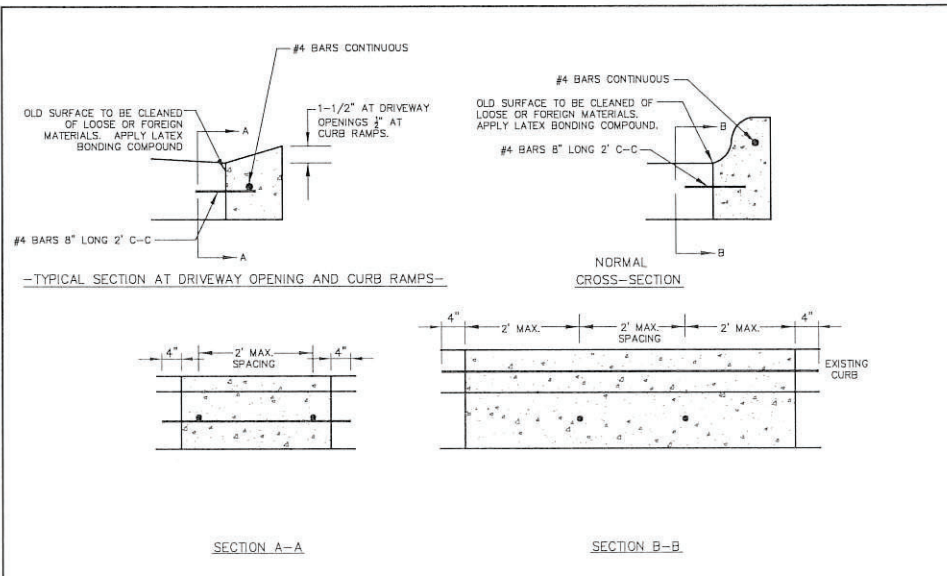
THE COMPACTION SHALL BE PERFORMED BY MEANS OF FOOTED COMPACTION EQUIPMENT HAVING FEET AT LEAST AS LONG AS THE LOOSE LIFT WORK. COMPACTION EQUIPMENT SHALL HAVE A MINIMUM OPERATING WEIGHT OF 25,000 LBS. SMOOTH DRUM ROLLERS ARE NOT SUITABLE FOR COMPACTION OF CLAY LINERS.

ALL CLAY IS TO BE COMPACTED TO 90% MODIFIED PROCTOR DENSITY AT A MOISTURE CONTENT OF AT LEAST 2% WET OF OPTIMUM. THE CLAY LINER IS TO BE KEYED TOGETHER TO FORM A CONTINUOUS CLAY SEAL. SEE THE DETAIL IN THE PLAN SET. SCARIFY AND ADJUST MOISTURE BETWEEN LIFTS TO PROVIDE FOR GOOD BONDING BETWEEN LIFTS.

CLAY LINER SHALL BE PLACED OVER NATIVE SOILS THAT DO NOT SATISFY THE CLAY LINER SPECIFICATIONS. A GEOTECHNICAL ENGINEER SHALL DETERMINE WHICH SOILS DO NOT SATISFY THE CLAY LINER SPECIFICATIONS. THE GEOTECHNICAL ENGINEER SHALL INSPECT SOILS WITHIN THE PERMANENT POOL AND UP TO THE POND'S 2-YEAR, 24-HOUR WATER SURFACE ELEVATION OF 600.85. UPON COMPLETION OF THE LINER, A GEOTECHNICAL ENGINEER REGISTERED IN WISCONSIN SHALL PROVIDE AN AFFIDAVIT INDICATING IF THE CLAY LINER SATISFIES THESE SPECIFICATIONS.



CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
URBAN DRIVEWAY
2023 EDITION



CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
RECONSTRUCT CURB
2023 EDITION

DESIGNED BY
TAW

DATA FILE
240073.dwg

DATE
07-24-24

Comments	Date	Number



vierbicher
planners engineers advisors
Phone: 920-434-9670 Fax: 920-434-9672

Details
Meyer Self Storage

PROJECT NO.
240073

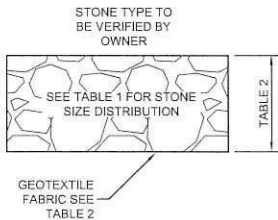
SHEET NO.
C7.0

DRAWING NO.
S-3875

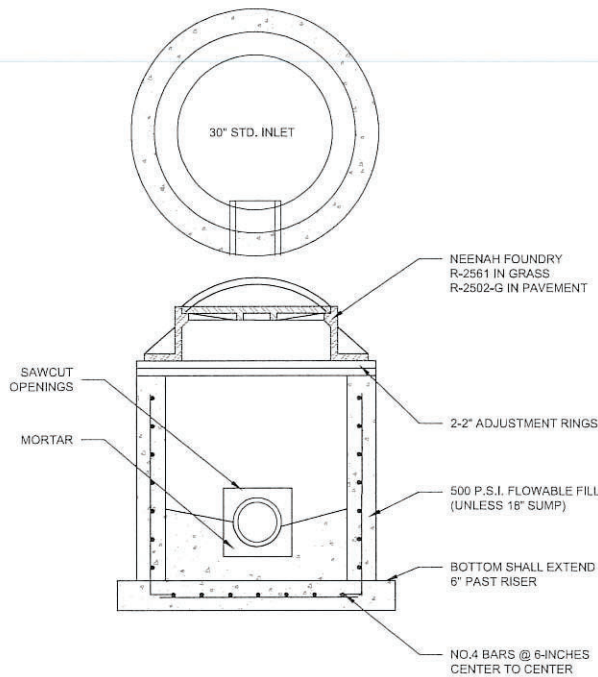
File: 240073_MeyerENG_052024.dwg

TABLE 1				
AVERAGE DIMENSION RANGES FOR EACH RIPRAP GRADE				FRACTION OF GROSS IN-PLACE RIPRAP VOLUME OCCUPIED BY STONES
LIGHT RIPRAP (INCHES)	MEDIUM RIPRAP (INCHES)	HEAVY RIPRAP (INCHES)	EXTRA-HEAVY RIPRAP (INCHES)	
>16	>20	>25	>30	0%
11-13	14-16	18-20	22-25	10%-14%
8-11	11-14	14-18	18-22	15%-21%
4-8	5-11	6.5-14	9-18	20%-28%
<4	<5	<6.5	<9	5%-7%
<1	<1	<1	<1	2% OR LESS

TABLE 2		
RIPRAP	MINIMUM THICKNESS (INCHES)	GEOTEXTILE FABRIC
LIGHT	12	TYPE R
MEDIUM	18	TYPE HR
HEAVY	24	TYPE HR
EXTRA HEAVY	30	TYPE HR

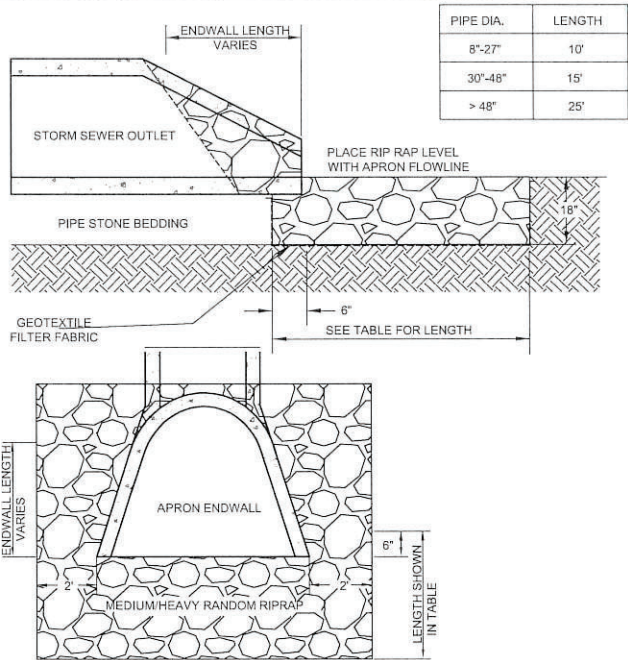


RIPRAP DETAIL
N.T.S.



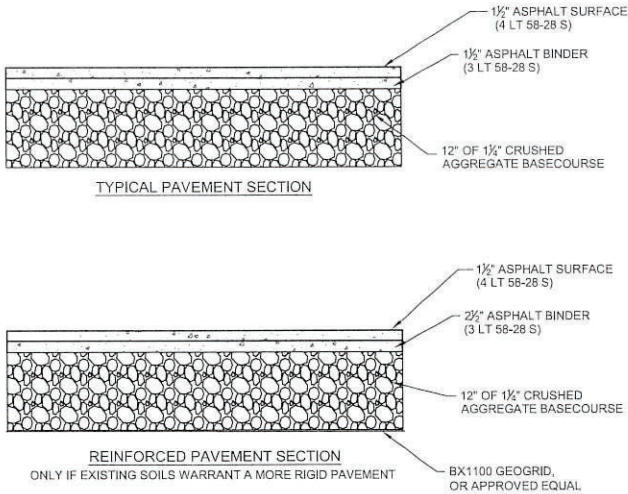
- NOTES:
- 1) INLETS SHALL MEET ASTM C-478 STANDARD FOR REINFORCED CONCRETE INLETS.
 - 2) CATCH BASIN BARREL TO MEET ASTM C-76-3 STANDARD SPECIFICATION FOR REINFORCED CONCRETE CULVERT, STORM DRAIN, AND SEWER PIPE.

STANDARD CATCH BASIN
N.T.S.



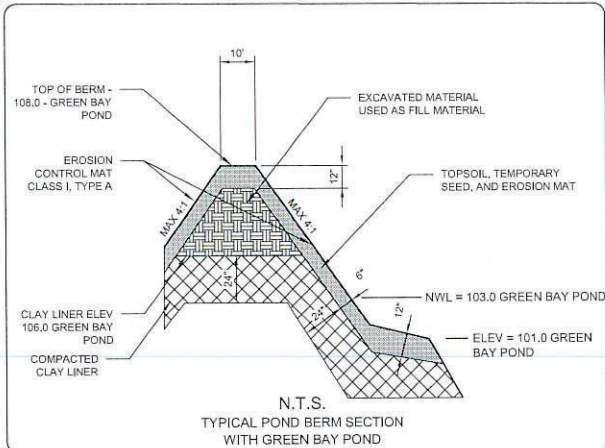
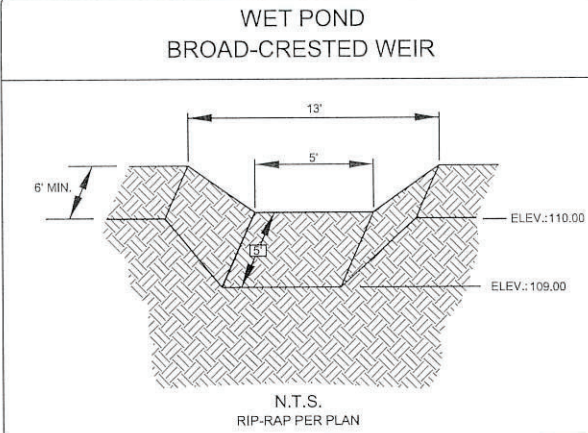
- NOTES:
- 1) ENDWALLS 36" AND GREATER SHALL HAVE JOINT TIES TO PIPE SECTIONS.
 - 2) TWIN APRON INSTALLATIONS SHALL BE GOVERNED BY THE SIZE OF THE LARGER PIPE.
 - 3) TRASH GRATES REQUIRED ON ALL ENDWALLS 18" AND GREATER.
 - 4) RIPRAP SHALL BE MEDIUM OR HEAVY RIPRAP AS DEFINED IN SECTION 606 OF THE WISCONSIN DOT STANDARD SPECIFICATIONS.
 - 5) USE HEAVY RIPRAP FOR ENDWALLS 30" AND GREATER.

RIPRAP APRON
N.T.S.

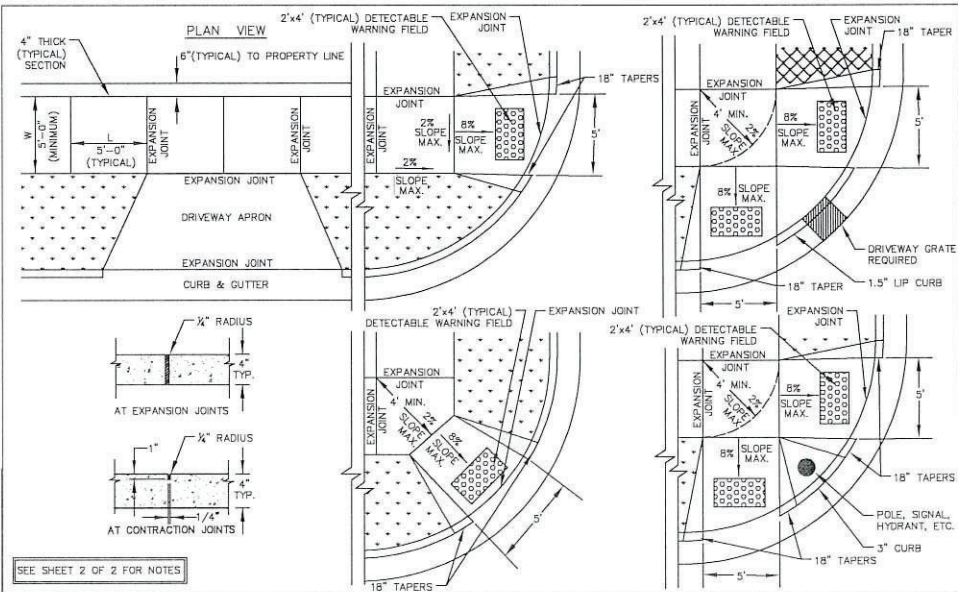


- NOTES:
- 1) ASPHALT PAVEMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH WISDOT FDM.

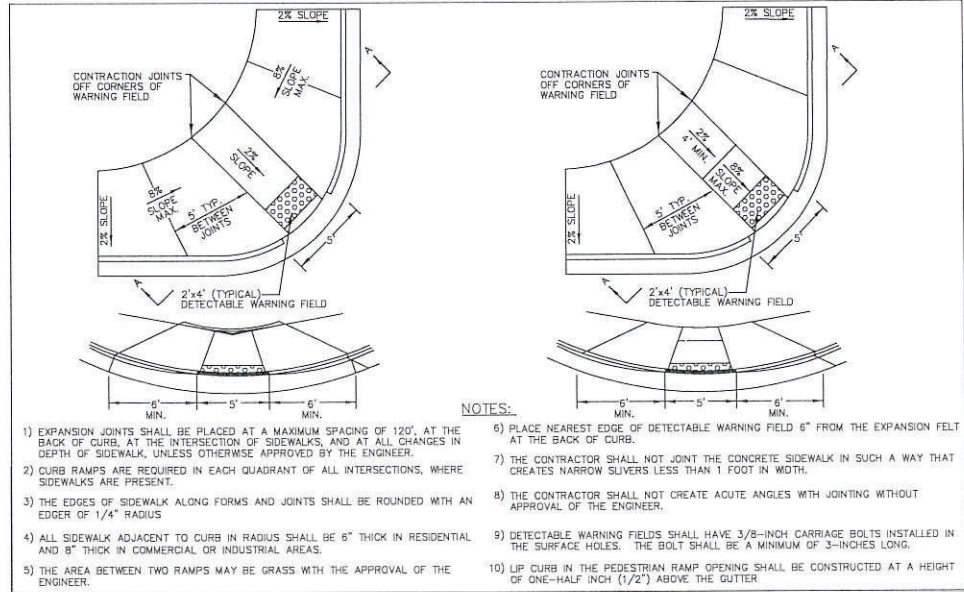
PAVEMENT SECTIONS
N.T.S.



09/16/24



CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
SIDEWALK & CURB RAMP
CONSTRUCTION
CITY OF GREEN BAY
STANDARD SPECIFICATIONS
2021 EDITION



CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
SIDEWALK & CURB RAMP
CONSTRUCTION
(CONTINUED)
CITY OF GREEN BAY
STANDARD SPECIFICATIONS
2021 EDITION

DESIGNED BY
TAW

DATA FILE
240073.dwg

DATE
07-24-24

Comments	Date	Number



vierbicher
planners engineers advisors
Phone: 920-434-9870 Fax: 920-434-9872

Details
Meyer Self Storage

PROJECT NO.
240073

SHEET NO.
C7.1

DRAWING NO.
S-3875

LOCATION

N. HENRY ST
GREEN BAY I

SHEET TITLE

LANDSCAPE P

SCALE

1" = 20'

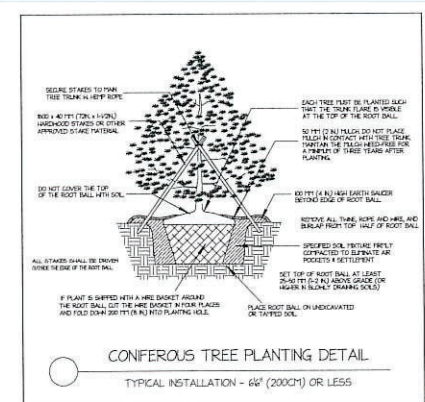
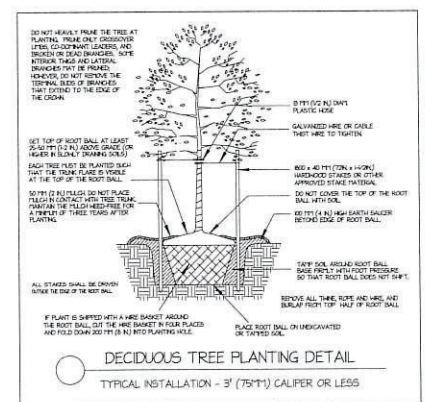
REVISIONS

DATE

7/31/20

682 lineal ft of frontage
1 tree every 40 lineal ft
18 trees required 18 trees provided

PLANTING BEDS TO 1 1/2 MISSISSIPPI STONE OVER FABRIC WEED BARRIER
PLANTING BEDS TO EDGED WITH COMMERCIAL GRADE BLACK VINYL EDGING
LAWN AREAS TO BE SEEDED WITH HERITAGE LAWN SEED AND STRAW MULCHED



Qty	Botanical Name	Common Name	Size/Condition	Remarks
Trees				
5	Acer miyabei Morton (State Street)	MORTON (STATE STREET) MYABE MAPLE	2'-2 1/2' b&b	
3	Acer x freemanii Jeffersred	AUTUMN BLAZE FREEMAN MAPLE	2 1/2'-3' b&b	
3	Ginkgo biloba Autumn Gold	AUTUMN GOLD GINKGO	2'-2 1/2' b&b	
2	Gymnocladus dioica	KENTUCKY COFFEE TREE	1 1/2'-2' b&b	
3	Picea glauca	WHITE SPRUCE	5'-6' b&b	
4	Picea pungens f. glauca	COLORADO BLUE SPRUCE	5'-6' b&b	
Shrubs				
10	Cornus alba 'Ballhal'	IVORY HALO DOGWOOD	15'-18"	
10	Cornus stolonifera 'Bailey'	BAILEY DOGWOOD	24'-36" potted	
10	Juniperus chinensis 'Sea Green'	SEA GREEN JUNIPER	24'-36" potted	
5	Rhus aromatica 'Gro-low'	GRO-LOW FRAGRANT SUMAC	18'-24" potted	
5		MISSISSIPPI MANCH. LILAC	18"-24" potted.	



SCALE 1"=20'



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

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # N.I

To approve a change of agent for Kwik Trip, Inc. (Store #143) at 2400 University to Nastassia Tappa.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. change of agent



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

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # N.2

To approve a "Class B" Liquor and Class "B" Beer license for Taylor Leiteritz at 324 N. Roosevelt St. with a license premises description as "1 BACKROOM, 1 OFFICE AND BASEMENT, 2 ENTRANCES," (Currently licensed as Baker & MacArthur, Inc.).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024-09-11 org application



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

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # N.3

To approve a reserve-"Class B" Liquor and Class "B" Beer license for The Irish Temper, LLC at 240 N Broadway Suite B with a license premises description as "SUITE B, SINGLE-RM PUB, SHARED KITCHEN (REAR), STORAGE BEHIND THE BAR, DOWNSTAIRS," pending the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 240 N BROADWAY ORG APPLICATION 2024-09-27



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

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # N.4

To approve the "Class B" Liquor and Class "B" Beer license for Aimbridge Hospitality, LLC at 1011 Tony Candeo Run with a license premises description as "Alcoholic beverages will be sold from the lobby bar and from the lobby market area of the hotel, with the approval of the proper authorities. (Currently licensed as MCR Green Bay Tenent LLC and "see attached diagram" was removed from the license description on the original application).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. FILED (2024-09-17) Liquor License Application City of Green Bay - Springhill Suites



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

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # N.5

To deny a 2024-2025 Massage Establishment License by the name Wanghua Spa Inc (DBA) Gohn Spa at 1306 Velp Ave Green Bay, WI 54303

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Background Check denial
2. Floor Plan
3. Inspection Approval
4. Massage Establishment License Completed Application



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

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # N.6

To approve a request by Appleton Indoor Golf, LLC at 2255 Main St. to amend their license premises description to "17K SQ FT WITH TWO ROOMS I WITH INDOOR GOLF STIMULATORS/I WITH INDOOR MINI-GOLF-PUTT PUTT,BATHROOMS, OFFICE, BACKROOM STORAGE," pending the approval of the proper authorities. (Currently license premises description is "10K Sq Ft open concept w shaped bar 5 bar simulators on left/rt w/ bathrooms, office, back storage).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. LICENSE AMENDMENT APPLICATION
2. amendment



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

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # N.7

To deny an appeal by Kelsey Kocken regarding the dangerous dog declaration.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. sharpscans@greenbaywi.gov_20241003_145915
2. Ofc. Meves appeal
3. 7.21.2024 Incident
4. 9.30.2024 Incident
5. character statements



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

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # N.8

To refer to staff a request by Ald. Stevens, for consideration with possible action on the possibility of removing the Invocation from future common council meetings.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024-09-17 Dist 5 to P and P

Online Form Submittal: Alders' Petitions and Communications

noreply@civicplus.com <noreply@civicplus.com>

Tue 9/17/2024 6:23 PM

To: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Amaad Rivera <Amaad.Rivera@greenbaywi.gov>

Alders' Petitions and Communications

Name	Craig Stevens
Committee Name	Protection and Policy Committee
Text of Communication	Consideration with possible action on the possibility of removing the Invocation from future common council meetings.

Email not displaying correctly? [View it in your browser.](#)



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

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # N.9

To approve General Ordinance 27-24, an ordinance amending section 4-10(f)1, Green Bay Municipal Code, relating to alcohol beverage license restrictions.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Clerk's Office Limited Expansion Request Memo
2. Draft G.O. 27-24 Relating to Alcohol Beverage License Restrictions (redline)



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

Limited Expansion of a Licensed Premises Memo

The City of Green Bay Clerk's Office accepts limited expansion of a licensed premises requests online, by mail, or in-person.

The liquor page for existing establishments offers excellent resources like fact sheets, submittal deadlines for requests, and an online submittal process for limited expansions.

Website:

<https://www.greenbaywi.gov/1258/Liquor-Sales---Existing-Establishments>



Online Form

The online submittal of limited expansion of a licensed premises has been in place since 2023. The Clerk's Office spoke at a Brown County Tavern League meeting to inform license holders. The fact sheet and application were included in the renewal packet of "Class B" license holders mailed for the 2024-2025 liquor license year.

If Council approves the proposal to allow more than 3 consecutive days during the draft, the Clerk's Office will update their limited expansion fact sheet, paper, and online forms to note the exception.

The Clerk's Office will use the existing process to accept requests for limited expansion of a licensed premises.

If approved by Council, requests more than 3 days during the draft may be accepted as soon as the ordinance goes into effect.

GENERAL ORDINANCE NO. 27-24

**AN ORDINANCE
AMENDING SECTION 4-10(f)1,
GREEN BAY MUNICIPAL CODE,
RELATING TO ALCOHOL BEVERAGE LICENSE RESTRICTIONS**

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

SECTION 1. Section 4-10(f)1, Green Bay Municipal Code, is hereby amended to read:

(f) *Outdoor areas.*

(1) *New applications.* The premises, as described in a license application under this chapter, may include a privately owned or controlled outdoor area for use no more than ~~three~~ **five** consecutive days and no more than 90 days in a licensing year. The inclusion of the outdoor area in the licensed premises description shall be subject to review in the same manner as any other license application and the restrictions provided in this chapter.

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

SECTION 3. Effective date. This ordinance shall take effect on April 1, 2025, after its passage and publication.

SECTION 4. Sunset Provision. This ordinance shall hereby be repealed effective May 1, 2025.

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

law

10/15/2024



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

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # N.10

Informational Only: Massage Establishment Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. 24-25MassVio 10.02.24

2024/2025 MASSAGE VIOLATIONS

Subject's Name	Spa Name And Address	Date/Type Violation	Status of Case



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

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # N.I I

Informational Only: Liquor Violation Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 24-25LiqVio 10.02.24
2. Comm Police P&P 10.02.24

2024/2025 LIQUOR VIOLATIONS

Subject's Name	Tavern Name And Address	Date/Type Violation	Status of Case
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: October 2, 2024

From September 18, 2024 to October 2, 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

October 15, 2024

PREPARED BY

AGENDA ITEM # N.12

Informational Only: Liquor Licensing Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024.10.3 clerk's 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 October 3, 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. Letter sent 9/27/2024 to request a extension and respond by Tuesday, October 15.
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.

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 3 Class B Combination Liquor and Beer Reserve issued (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 to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # N.13

To amend the address to add Suite 2 and approve a 2024-25 massage establishment license at 1136 W Mason (referred from 10/1/24 Council Meeting).

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
6. Inspection Denied 09.03.2024
7. Inspection Approval 09.09.2024

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"

Chanelle Williams

From: Mike Van De Wettering
Sent: Monday, September 9, 2024 7:53 AM
To: William Paape; Chanelle Williams
Cc: Celestine Jeffreys
Subject: RE: Update on Inspection for 1136 W Mason

I was at 3 locations Thursday.

1136 W Mason showed signs of individuals living within the business. I will be there this morning at 9am to confirm they have removed all personal effects along with the bed. Two individuals were cited by police - One was performing massage without a license, the other was the business owner (and only licensed individual) who was not at the business while it was open and operating.

1306 Velp Ave. passed, however one individual was cited by police for working without a license.

1011 Spence St. passed- no issues found and business is compliant.

Mike Van De Wettering

Housing/Zoning Inspector

City of Green Bay
Community and Economic Development Department
920.448.3296
Mike.VanDeWettering@greenbaywi.gov



From: William Paape <William.Paape@greenbaywi.gov>
Sent: Friday, September 6, 2024 10:19 AM
To: Chanelle Williams <Chanelle.Williams@greenbaywi.gov>
Cc: Mike Van De Wettering <Mike.VanDeWettering@greenbaywi.gov>
Subject: RE: Update on Inspection for 1136 W Mason

Nothing new yet, but I am sure it is on Mike's radar to inspect, if he has not done so yet.

Bill Paape

Inspection Supervisor

City of Green Bay
Community & Economic Development Department
920.448.3315
greenbaywi.gov



From: Chanelle Williams <Chanelle.Williams@greenbaywi.gov>

Sent: Friday, September 6, 2024 10:03 AM

To: William Paape <William.Paape@greenbaywi.gov>

Subject: Update on Inspection for 1136 W Mason

Good Morning, I am contacting you to see if there is an update on the inspection check for the Massage Establishment located at 1136 W Mason St.

Thank You,

Chanelle Williams

Administrative Clerk

City of Green Bay

920.448.3010

Greenbaywi.gov/clerk

Chanelle Williams

From: Mike Van De Wattering
Sent: Monday, September 9, 2024 12:55 PM
To: Chanelle Williams
Subject: FW: Massage License Application 1136 W Mason
Attachments: 1136 W Mason Floor Plan.jpg; 1136 W Mason Govt ID.png; 1136 W Mason Massage License.png; Massage Establishment License Application.pdf

Hi Chanelle (I got the name right, I wont mix it up again 😊),

This location is compliant as of this morning.

Mike Van De Wattering

Housing/Zoning Inspector

City of Green Bay
Community and Economic Development Department
920.448.3296
Mike.VanDeWattering@greenbaywi.gov



From: William Paape <William.Paape@greenbaywi.gov>
Sent: Wednesday, August 28, 2024 8:38 AM
To: Mike Van De Wattering <Mike.VanDeWattering@greenbaywi.gov>
Subject: FW: Massage License Application 1136 W Mason

Mike,

Another massage establishment inspection request

Bill Paape

Inspection Supervisor

City of Green Bay
Community & Economic Development Department
920.448.3315
greenbaywi.gov



From: Chanelle Williams <Chanelle.Williams@greenbaywi.gov>

Sent: Wednesday, August 28, 2024 8:36 AM

To: Erin Young <Erin.Young@greenbaywi.gov>; Steve Mahoney <Steve.Mahoney@greenbaywi.gov>; William Paape <William.Paape@greenbaywi.gov>

Cc: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>

Subject: Massage License Application 1136 W Mason

Good Morning,

I have a completed Massage License Application for 1136 W Mason. Can you all please review this packet and email all responses back to me. I am trying to get them on the Policy & Protection Meeting Scheduled for September 9, 2024.

Thank You,

Chanelle Williams

Administrative Clerk

City of Green Bay

920.448.3010

[Greenbaywi.gov/clerk](https://greenbaywi.gov/clerk)

**REPORT OF THE PROTECTION AND POLICY COMMITTEE
GRANTING OPERATOR LICENSES**

October 15, 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

Anderson, Randolph C
Bal, Rachel M
Barajas Prado, Alvarao J
Barfield, Madison L
Barfield, Michelle F
Brennenstuhl, Bradley M
Coopman, Gerald J
Flitter, Brandon L
Greene, Nicole M
Gullstrand, Eric W
Jacobs, Sherry Ann
Kinjerski, Sophia M
Kinner, Jodi A
Krueger, Emily A
Loberger, Susan K
Ly, Phillip B
Lyga, Julia H
Mesinas, Ingris
Novinska, Chelsea L
Olson, Anthony J
Reeb, Natalie M
Silva Hernandez, Adriana M
Trevino, Zaria R
Walters, Zachary M R
Zehms, Olivia N



Report to the Green Bay Plan Commission

MEETING DATE

October 15, 2024

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # P.1

To approve the request to rezone properties along the west side of St. Agnes Drive from Low-Density Residential (R1) district to Medium-Density residential (R2) district. (ZP 24-32 Public Hearing held October 7, 2024).

BACKGROUND

Primary Addresses:

- 1710 ST AGNES DR
- 1720 ST AGNES DR
- 1716 ST AGNES DR
- 1614 ST AGNES DR
- 1610 ST AGNES DR
- 1606 ST AGNES DR
- 1624 ST AGNES DR
- 1704 ST AGNES DR
- 1700 ST AGNES DR
- 1620 ST AGNES DR
- 1524 ST AGNES DR
- 1512 ST AGNES DR
- 1508 ST AGNES DR
- 1551 BIEMERET ST

Alderson/District: Ald. Eck, District 11

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

Surrounding Zoning and Land Uses:

Subject: Low-Density Residential (R1) | Two-Family Homes

North: Low-Density Residential (R1) | Single- & Two-Family Homes

South: Low-Density Residential (R1) | Church Parking Lot

East: Low-Density Residential (R1) | Single- & Two-Family Homes

West: Low-Density Residential (R1) | Single- & Two-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.

Report: There are 14 parcels included in this rezoning request. All are currently zoned Low-Density Residential (R1) and have two-family, side-by-side duplexes on them. All parcels are between 11,691 square feet and 14,446 square feet in size. These parcels were built as duplexes sometime between 1960 and 1978 based on aerial photos.

Staff is proposing a rezoning from R1 to Medium-Density Residential (R2). R1 zoning calls for two-family dwellings in limited numbers and requires a Conditional Use Permit. R2 zoning allows two-family uses by right. Single-family uses are also allowed by right in the R2 district. Considering this stretch of parcels has always been two-family, R2 is the appropriate zoning district. This will also allow for building work/expansions without the need for a CUP. We are considering this a “clean-up” action.

Ald. Eck and neighbors within 200 feet were noticed of the meeting based on Plan Commission policy. One inquiry for more details has been made, but no other comments have been made as of the drafting of this report.

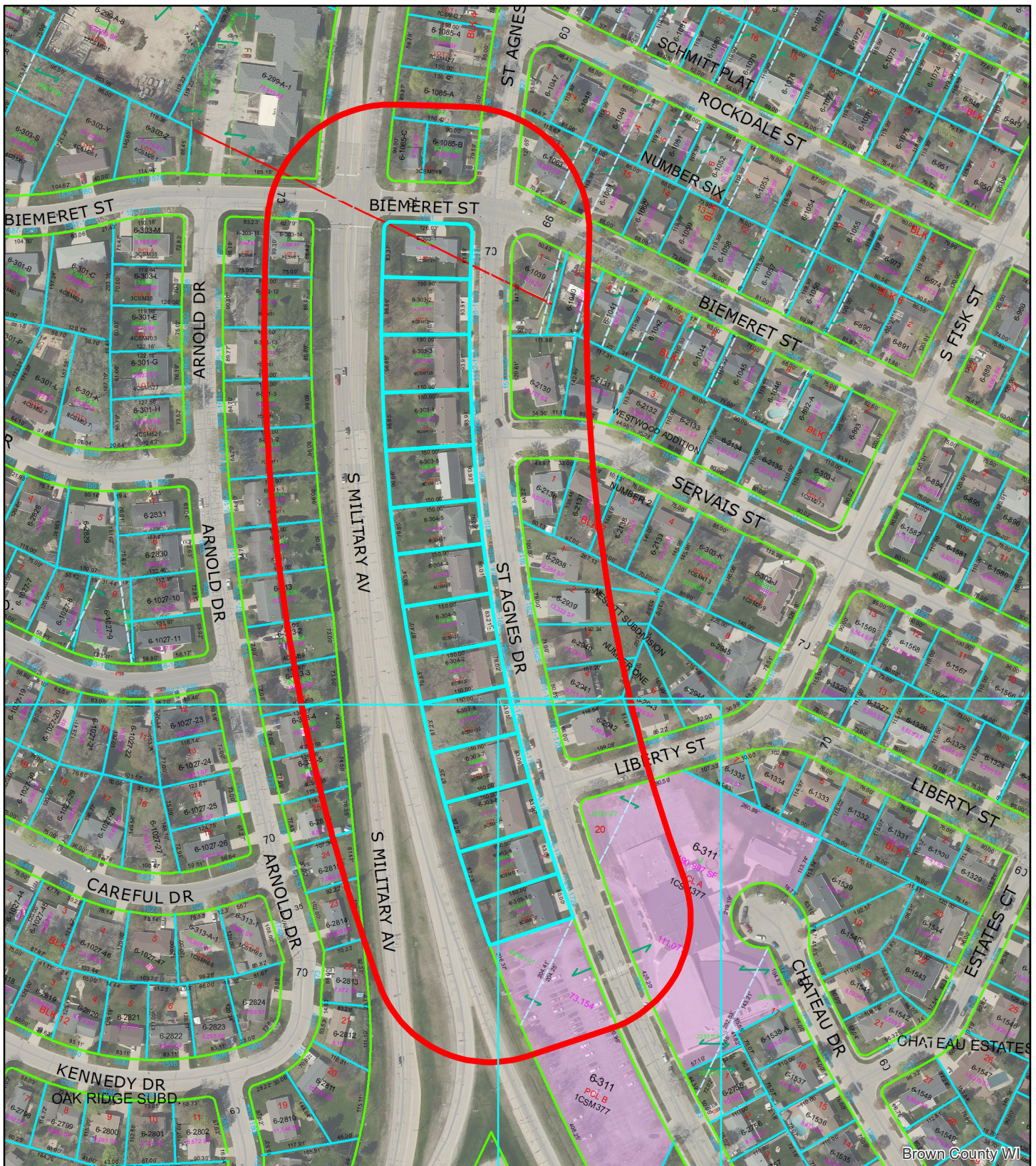
RECOMMENDATION

Approval of the Request.

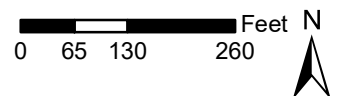
FISCAL IMPACT

ATTACHMENTS

- I. ZP 24-32 Map



(ZP 24-32) Rezone from R1 to R2 Along St. Agnes Drive



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 10 Sep 2024 X:\Planning\Basesmaps\template_8.5x11.mxd

- Impacted Parcels
- 200' Notification Area



Report to the Green Bay Plan Commission

MEETING DATE

October 15, 2024

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # P.2

To approve the rezone 1830 Military Access Road (Parcel 6-310) from Low-Density Residential (R1) district to Public Institutional (PI) district. Staff recommends the entire property rezone from Low-Density Residential (R1) to Public Institutional (PI). (ZP 24-33 Public Hearing held October 7, 2024).

BACKGROUND

Primary Address: 1830 Military Access Road

Alderson/District: Ald. Eck, District 11

Reason for Request: The proposed rezoning places the existing church in alignment with typical zoning (Public Institutional) classification as Highland Crest Baptist Church is seeking to create additions to the existing church.

Surrounding Zoning and Land Uses:

Subject: Varied-Density Residential (R1) | Highland Crest Baptist Church and Surface Parking

North: Low-Density Residential (R1) | Single-Family Homes, Pilgrim Church, and Military Access Road

South: Village of Ashwaubenon

East: Low-Density Residential (R1) | Single-Family Homes and Military Access Road

West: Planned Unit Development | Offices

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends both Public (east) and Commercial (west) classification on the property. The proposed rezoning is consistent with this recommendation.

Report: The subject area is located on the eastern part of the block, which is situated between Military Access Road, Lombardi Avenue, and S Military Avenue. The parcel is just over 4 acres in size. Highland Crest Baptist Church has been on the block for generations. The applicants are seeking to create a building addition to the existing church building as well as some parking lot enhancements on the eastern portion of the property.

Low Density Residential (R1) zoning has been used in the past as a typical zoning designation for existing churches. In recent years, city staff has been 'cleaning up' these designations, especially when a church seeks to create an expansion on its property. Public Institutional zoning is a more appropriate classification for church uses compared to Low Density Residential zoning which has bulk requirements which are better suited for single- and two-family residential form compared to a larger institution such as a church. Staff is supportive of this clean up to better permit reinvestment on the site.

The applicant requests a rezone of the parcel to a split zoning of PI Public Institutional and C1 General Commercial. Staff does not recommend a split rezoning of the property as the western portion of the property is not being redeveloped, rather remains being used for accessory parking purposes for both

Highland Crest Church and the neighboring office building to the west which shares parking. Staff supports sharing parking, but does not believe a split zoning is appropriate on a singular lot with one primary use and typical accessory uses like recreational facilities, surface parking, and a church kitchen.

Ald. Eck 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. A conceptual site plan is attached with this report.

RECOMMENDATION

Approval of a request to rezone. Staff recommends the entire property rezone from Low-Density Residential (RI) to Public Institutional (PI).

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-33 Application
2. ZP 24-33 Applicant Narrative
3. ZP 24-33 Site Plan
4. ZP 24-33 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: 1830 MILITARY ACCESS RD

Parcel Number(s): 6-310

Petitioner(s): HIGHLAND CREST BAPTIST CHURCH

Date: 8/28/24

Email: Shinglehoy@gmail.com

Phone Number: 920-609-3353

Address: 2559 Little Creek

City: Green Bay State: WI Zip: 54311

Property Owner: Dan Van Sturten

Phone Number: 920-609-3353

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, _____, 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: 9-9-24

Petitioner Signature(s): _____

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.: _____

Community and Economic Development Department
Development Department 100 N. Jefferson Street,
Green Bay, WI 54301

September 5, 2024

To whom it may concern,

RE: 1830 Military Access Road

Parcel# 6-310

The legal description:

LOT 1 OF 22 CSM 178 BNG PRT OF LOTS 19 & 20 OF CLA TANKS SUBD OF PC 12 & N1/2 OF PC 13
WSFR

Highland Crest Church is requesting that their property located at 1830 Military Access Road be rezoned to PI Public Institutional where the existing church is located and the balance of the sit be rezoned to C1 General Commercial. We are planned an expansion to the existing building that creates a new entry with a gathering space with a catering kitchen, updated office with public toilet rooms and a new multipurpose room, We are also replacing the adjacent parking lot to meet the current requirements for ADA accessible parking and drop off lane with 6 new landscape islands.

This requested zoning change will allow the existing site conditions to become compliant with the zoning requirements. The parking lot is being reconstructed to meet the setback and greenspace requirements. The site will meet the green space requirements. The building height of the proposed building will be compliant.

The building will meet the setback requirements. The existing building has an addition that was constructed in 1992 that is not conforming with the current setback from Lombardi Ave. This zoning change would make that existing portion of the building conforming.

This same portion of the building appears to encroach on a 12'-0" wide utility easement by approximately 2'-0". We also request that the encroachment be allowed to remain.

For all these reasons we are requesting that the City of Green Bay rezone this property.

Sincerely,

Richard J. Fisher, A.I.A.
Senior Project Architect



FISHER & ASSOCIATES, LLC

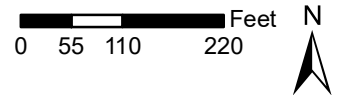
Architects/Planners

W13654 Balsam Lake Road, Crivitz, WI 54114 Phone 920-376-0007



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. 25 Sep 2024 X:\Planning\Basemaps\template_8.5x11.mxd

(ZP 24-33) Rezoning at 1830 Military Avenue



- 1830 Military Avenue
- 200' Notification Area



Report to the Green Bay Plan Commission

MEETING DATE

October 15, 2024

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # P.3

To approve the request for a Conditional Use Permit for a carriage house at 1824 Tenth Avenue. (ZP 24-34 Public Hearing held October 7, 2024).

BACKGROUND

Primary Address: 1824 Tenth Avenue

Alderson/District: Ald. Johnson, District 9

Reason for Request: To allow for a carriage house

Surrounding Zoning and Land Uses:

Subject Property: Low-Density Residential (RI) | Single-Family Home

North: Low-Density Residential (RI) | Single-Family Homes

South: Low-Density Residential (RI) | Single-Family Homes

East: Low-Density Residential (RI) | Single-Family Homes

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

Comprehensive Plan: The 2022 Smart Growth Plan currently designates this area for Low Density Residential uses and High Intensity Retail, Office, or Housing. The CUP request is consistent with the recommendations of the Comprehensive Plan.

Report: 1824 Tenth Avenue is a 6,000 square foot parcel, a half-block north of Lombardi Avenue. This parcel has an existing single-family home. The applicant is seeking a Conditional Use Permit for a carriage house on the property.

A new garage is proposed for the parcel, sized 26' x 30' and reaching 22' in height. It will be a two-car garage with living quarters above, making this a carriage house. Carriage houses require a Conditional Use Permit in the RI zoning district. This project also includes work done to the primary structure (house), but that work does not require a CUP. After the improvements, the house will be 23' in height. The primary structure on a property must be taller than the accessory structures, so the new house height is required for the proposed carriage house and reflected in a condition of approval.

Neither the house nor the carriage house plans have been through the City's Site Plan Review process; they will both need to meet all other requirements in the Green Bay Municipal Code (setbacks, impervious coverage, etc.), as well as the Land Use Development Standards for carriage houses:

Section 44-1580 (g) Carriage-house dwelling in all residential districts.

(1) A carriage-house dwelling unit shall be located above a detached garage that is accessory to a single-family detached dwelling and located within the rear yard.

(2) Any exterior changes or additions for a carriage-house dwelling shall be constructed of similar materials and shall be architecturally compatible with the main (principal) building.

- (3)** The dwelling unit may not contain more than 30 percent of the total floor area on the zoning lot.
- (4)** There shall be a total of no more than one carriage-house dwelling on a zoning lot.
- (5)** The minimum lot area shall be 2,500 square feet greater than the minimum lot area required for the main (principal) building in the zoning district.
- (6)** A detached garage with a carriage-house dwelling shall meet all requirements for accessory buildings. If walls of a carriage-house dwelling facing interior lot lines contain windows or other openings, the wall shall be set back at least four feet from the lot line.
- (7)** There shall be an unobstructed walkway leading from the public street to the carriage-house dwelling.
- (8)** At least one dwelling unit on the zoning lot shall be owner-occupied.
- (9)** A site plan and a building plan shall be submitted to the Plan Commission at the time of application for review and approval.

Item(5) cannot be met for this parcel and will require a variance with the Board of Appeals.

Item(6) is not currently being met on their site plan but could be accommodated without a Variance.

Item(7) is not currently being met on their site plan but could be accommodated without a Variance.

Item(8) is listed as a condition of this CUP approval, noting also that only one unit can be a short-term rental unit, as defined by Green Bay Municipal Code.

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

- The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
- 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.
- 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.
- Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
- Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
- Adequate parking facilities as specified in Article XVIII of Section 44-83 within the Municipal Code.
- 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.

Staff feels this addition of a carriage house to this parcel is in keeping with both the existing neighborhood fabric, as well as the Comprehensive Plan's recommendation for higher density in this area. If the applicant can adjust their site plan to meet bulk requirements and receive a Variance from the Board of Appeals concerning lot size, this use and site should function much like it does today while adding a housing unit to the market.

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. An approved Variance for Section 44-1580(5) relating to lot size for carriage houses.
2. The height of the primary structure (house) shall exceed the height of the accessory structure

- (carriage house) at the time of occupancy of the carriage house.
3. At least one unit on this parcel shall be owned occupied.
 4. Only one unit on this parcel is allowed to be a short-term rental (as defined by Green Bay Municipal Code).
 5. Compliance with all other regulations of the Green Bay Municipal Code.

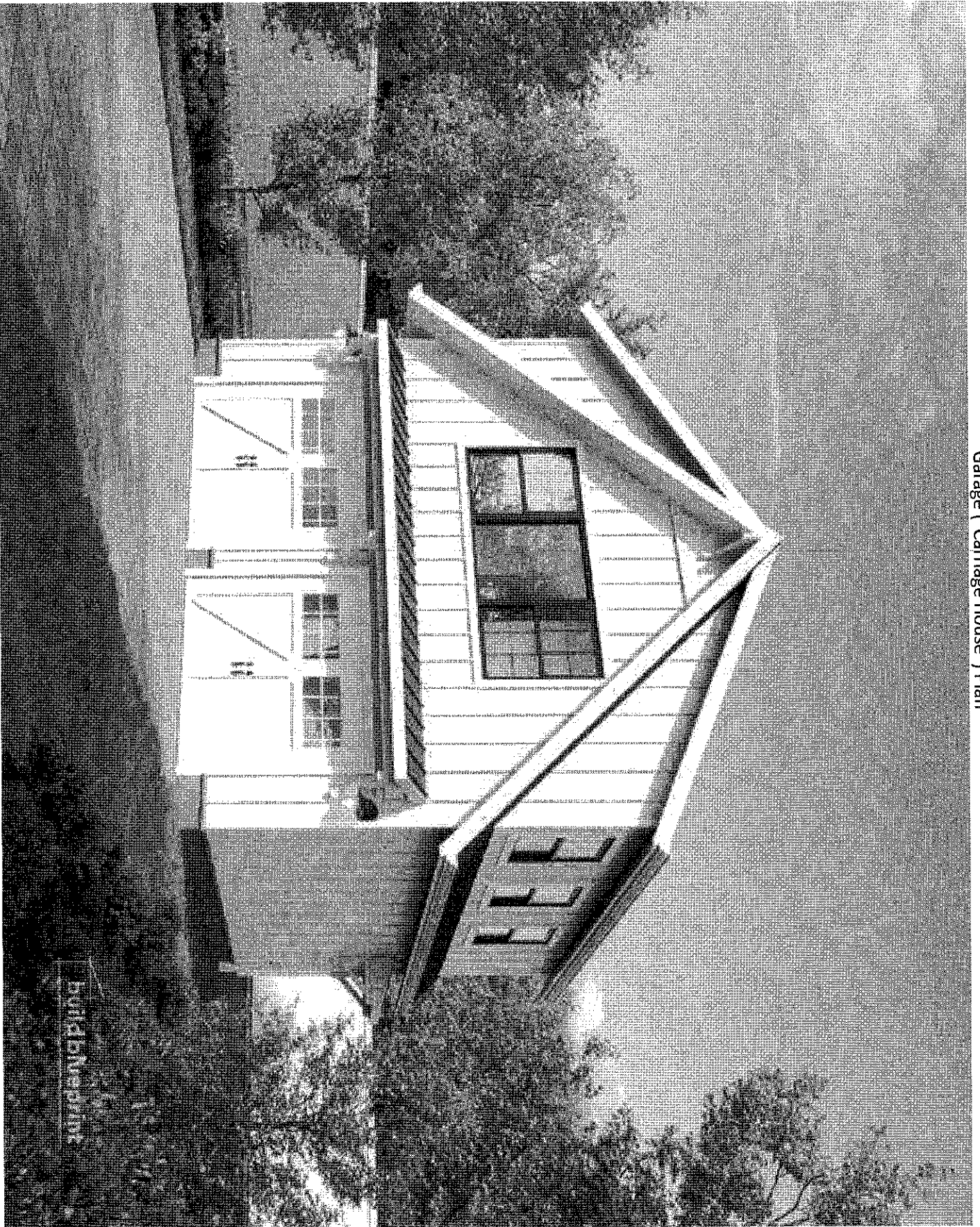
FISCAL IMPACT

ATTACHMENTS

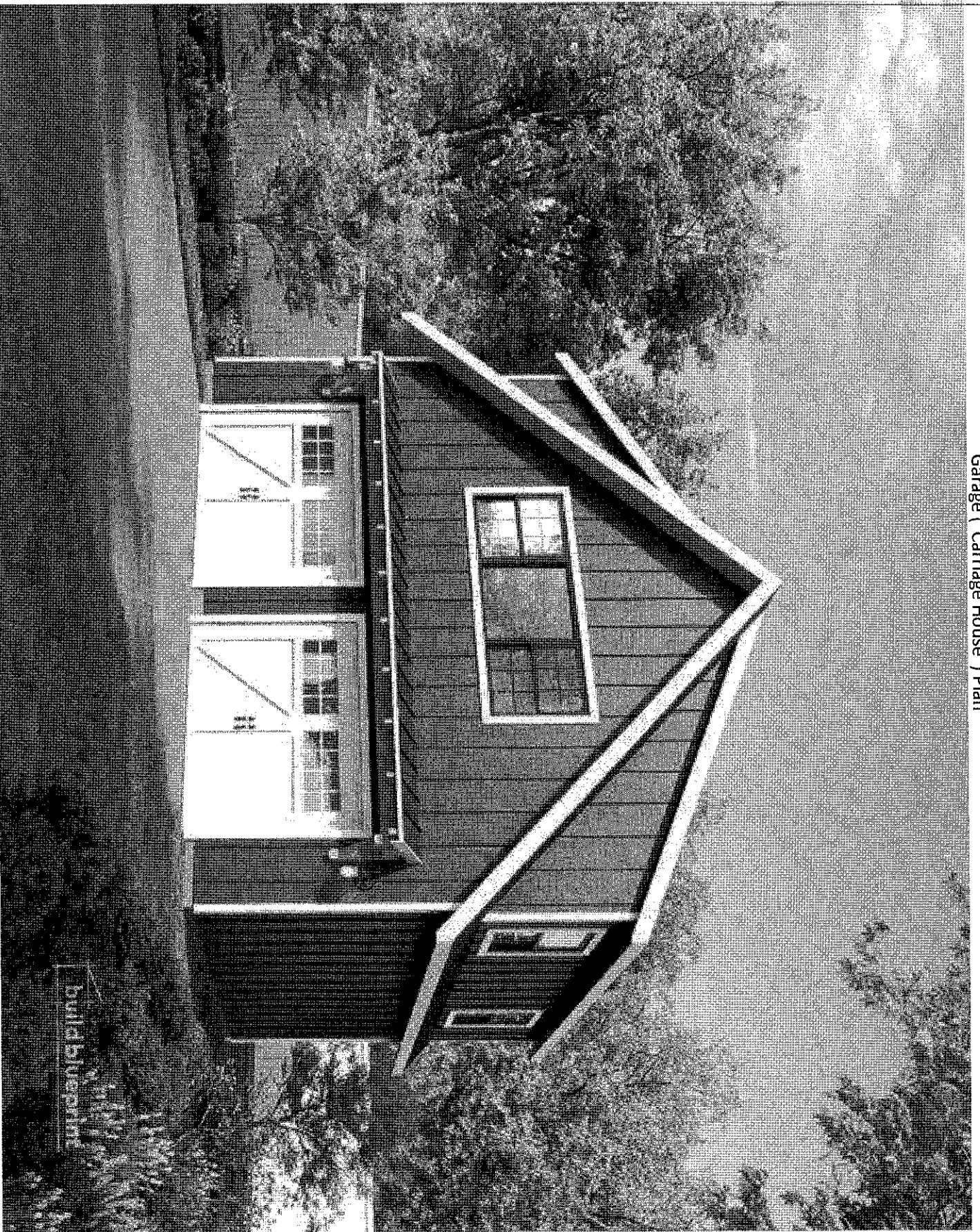
1. ZP 24-34 Map
2. ZP 24-34 Street View
3. ZP 24-34 Carriage House Details
4. ZP 24-34 Site Plan
5. ZP 24-34 House Details
6. ZP 24-34 Project Narrative
7. ZP 24-34 Application

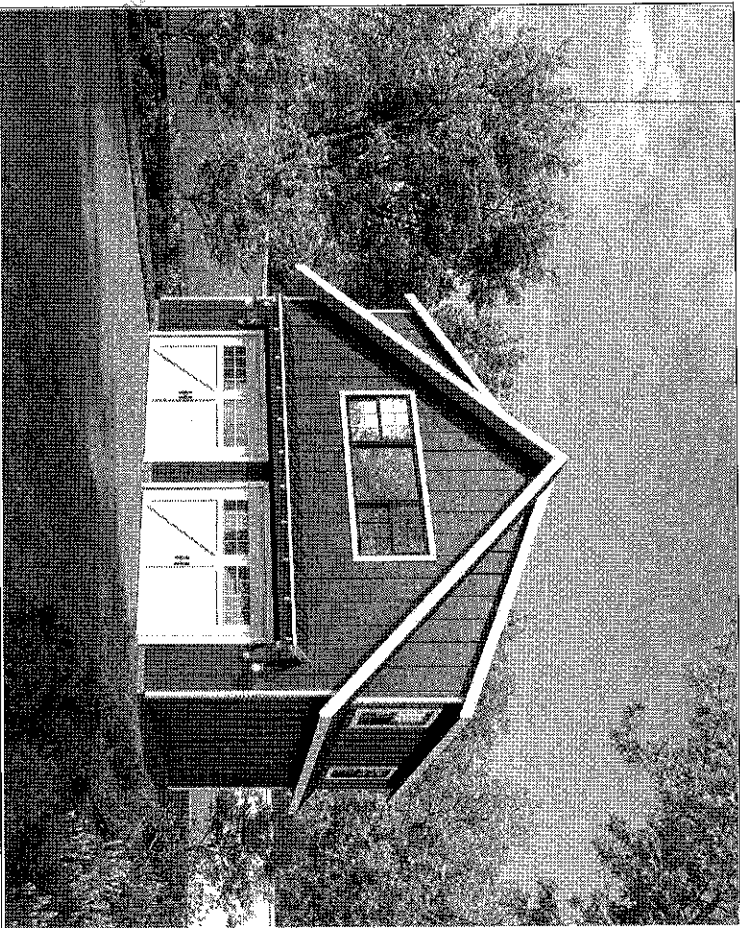


Garage ("Carriage House") Plan

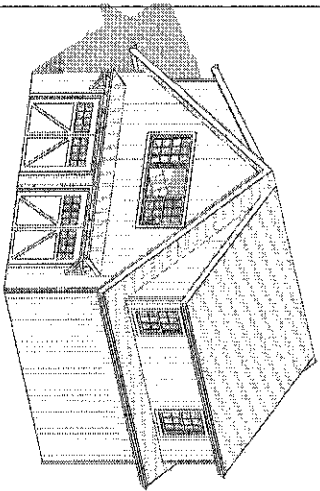


Garage ("Carriage House") Plan

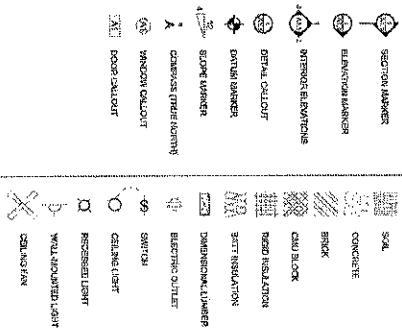




AXONOMETRIC VIEW



SYMBOLS LEGEND



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SHEET INDEX

A-000	COVER PAGE
A-001	GROUND FLOOR PLAN
A-002	FIRST FLOOR PLAN
A-003	ELEVATION
A-004	ELEVATION
B-101	DETAILED GROUND FLOOR PLAN
B-102	DETAILED FIRST FLOOR PLAN
B-103	DETAILED ELEVATION
B-104	DETAILED ELEVATION
B-105	GROUND FLOOR ELECTRICAL PLAN
B-106	FIRST FLOOR ELECTRICAL PLAN
B-107	ROOF PLAN
B-108	ROOF FRAMING PLAN
B-109	SLAB FOUNDATION
B-110	SECTION DETAIL
B-111	DETAILS
C-101	DOOR SCHEDULE
C-102	WINDOW SCHEDULE



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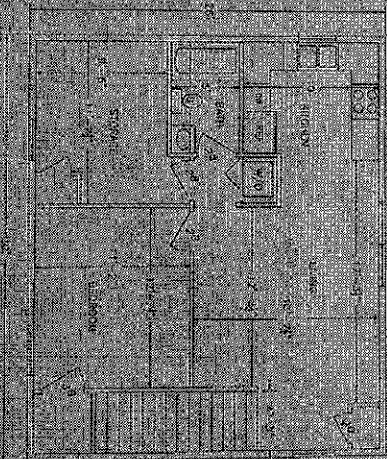
NOTES

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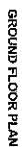
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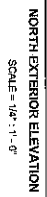
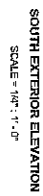
26 X 26 ADU GARAGE	
COVER PAGE	
Project Number	BB-000000
Drawn by	J.L.
Checked by	J.L.
Scale	A-000
Sheet Number	1 of 1

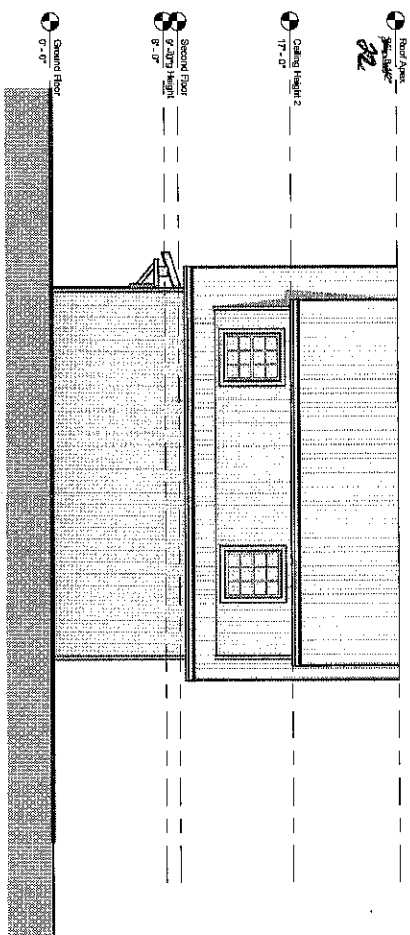


 Seal of the Commonwealth of Massachusetts	Seal of the Commonwealth of Massachusetts
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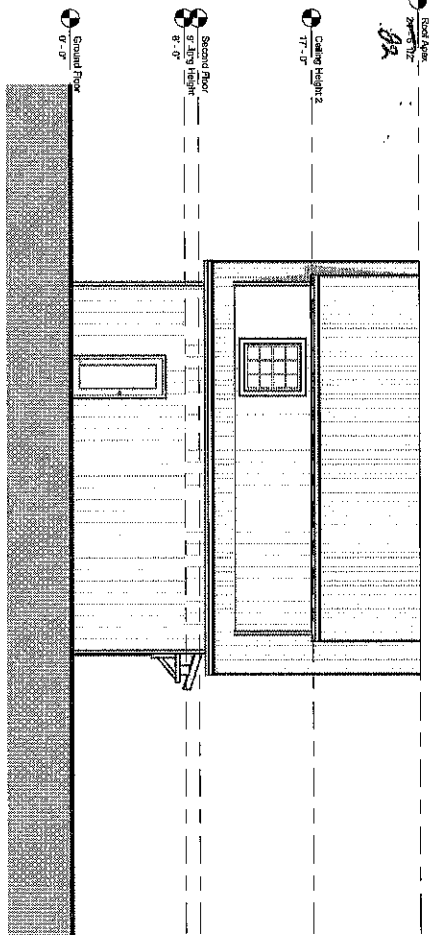
[illegible]

[illegible]

[illegible]



EAST EXTERIOR ELEVATION
SCALE = 1/4" = 1' - 0"



WEST EXTERIOR ELEVATION
SCALE = 1/4" = 1' - 0"

[illegible]



25 •

GROUND FLOOR

$$\sqrt{2} = 1.414$$

NOTES

1. DRAWINGS SHOULD BE PRINTED ON ARCH D SIZE PAPER TO ENSURE ACCURATE SCALE PRINTING. $1/2" = 1'-0"$

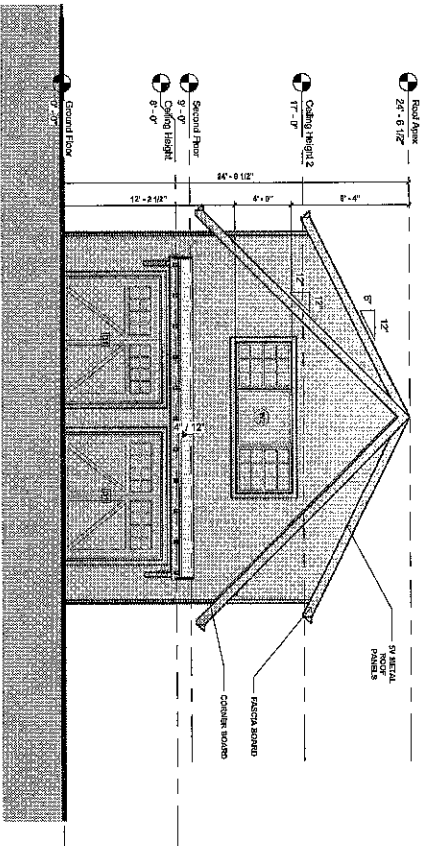
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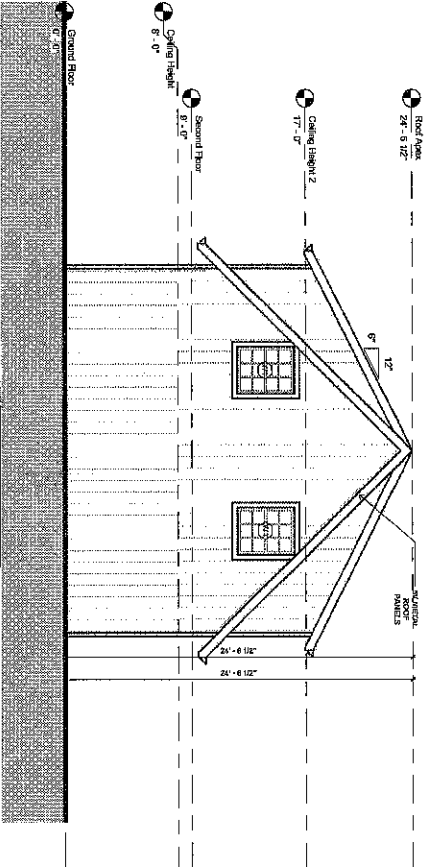
NOTES

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3. MATERIALS AND FINISHES ILLUSTRATED ARE SUGGESTED AND NOT TO BE USED BEYOND THE DESIGNER'S RESPONSIBILITY.



SOUTH EXTERIOR ELEVATION

SCALE = 1/4" = 1'-0"



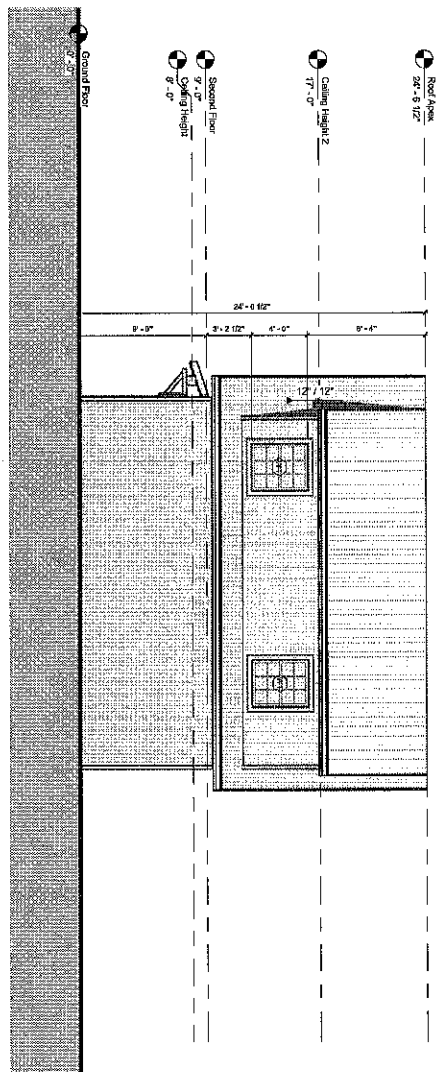
NORTH EXTERIOR ELEVATION

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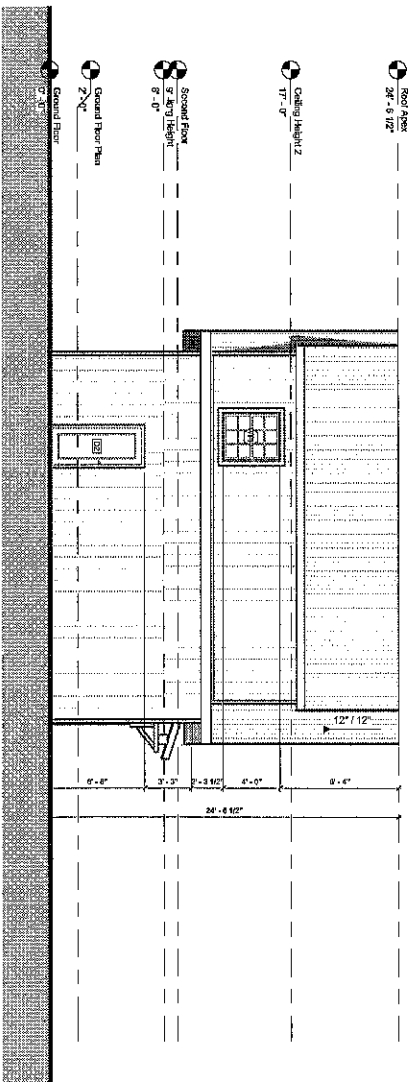
26 X 26 ADU GARAGE

NORTH & SOUTH
ELEVATION

Project number	26-01-005
Drawn by	B.S.
Checked by	J.L.
Scale	1/4" = 1'-0"



EAST EXTERIOR ELEVATION



WEST EXTERIOR ELEVATION
SCALE = 1/4" = 1' - 0"

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NOTES

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26 X 26 ADU GARAGE

EAST & WEST ELEVATION

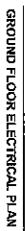
Project number	BB-GP0003
Dallas	
Drawn by	B.B.
Checked by	J.L.

B-104

Sheet Number	7/4" = 1" = 0"
Scale	



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2. CONSTRUCTION DETAILS ILLUSTRATED IN THIS SET ARE TYPICAL. CONSULT WITH YOUR BUILDER FOR DETAILS THAT MEET YOUR LOCAL BUILDING CODE.
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Sheet Number	
Scale	1/2" = 1'-0"

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2. CONSTRUCTION DETAILS ILLUSTRATED IN THIS SET ARE TYPICAL. CONSULT WITH YOUR BUILDER FOR DETAILS THAT PERTAIN TO YOUR LOCAL BUILDING CODE.

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ROOF PLAN

B-107

Score	1/2" = 1'.0"
Green - 100%	

No.	Description	Date
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[illegible]

1. DRAWINGS SHOULD BE PRINTED ON ARCH D SIZE PAPER TO ENSURE ADEQUATE SCALE PRINTING. 1/2" = 1'-0"
2. CONSTRUCTION DETAILS ILLUSTRATED IN THIS SET ARE TYPICAL. CONSULT WITH YOUR BUILDER FOR DETAILS THAT MEET YOUR LOCAL BUILDING CODE.
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build blueprint
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26 X 26 ADU GARAGE

ROOF FRAMING PLAN

B-108

Sheet Number	
Scale	1/2" = 1'-0"

Copyrighted by Sri Balabhadrapada

NOTES

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NOTES

1. DRAWINGS SHOULD BE PRINTED ON ARCH D SIZE PAPER TO ENSURE ACCURATE SCALE PRINTING. 1/2" = 1'-0"

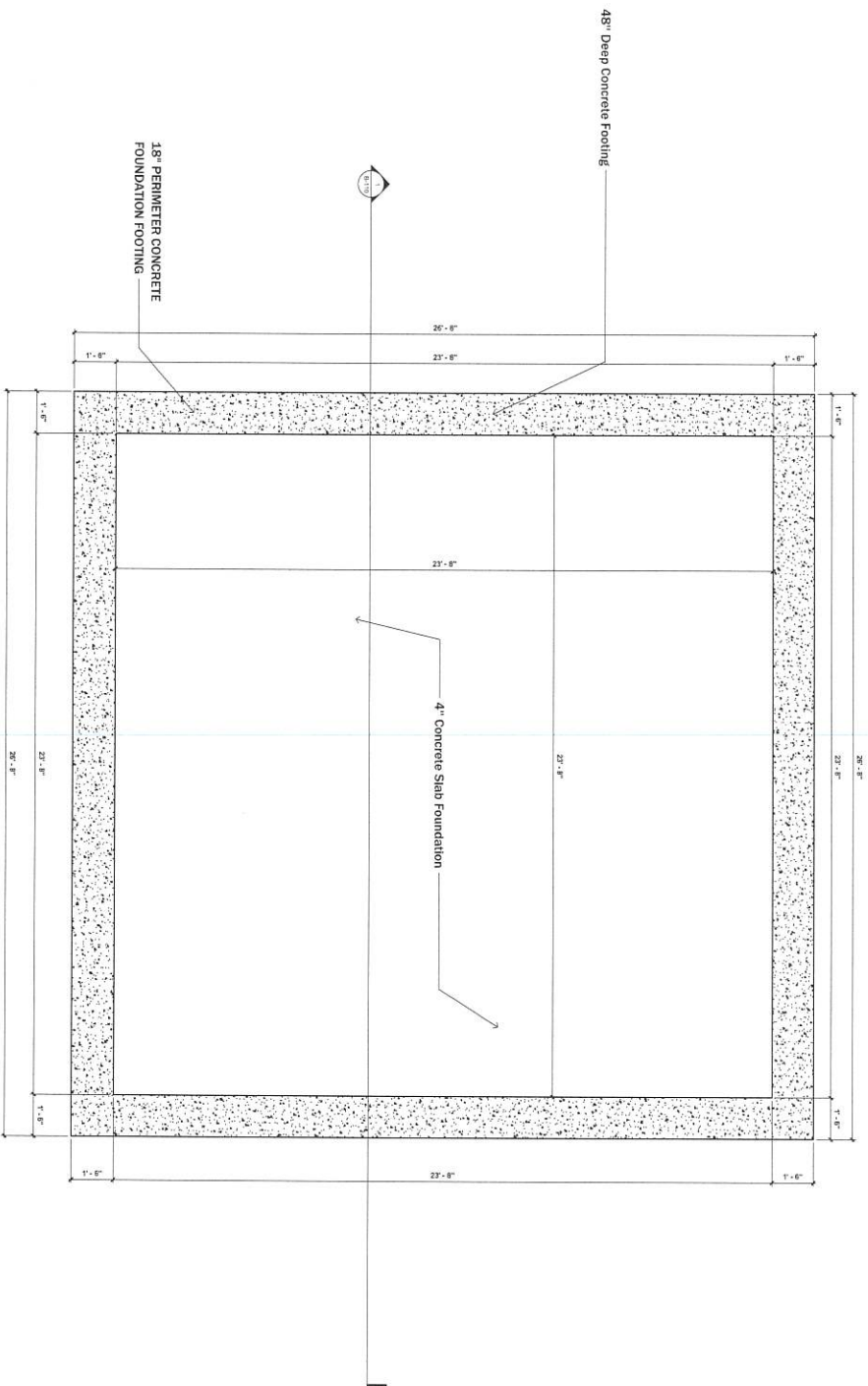
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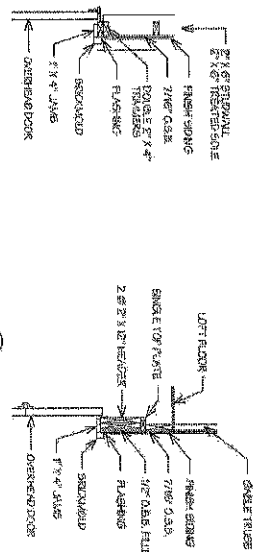
26 X 26 ADU GARAGE

SLAB FOUNDATION

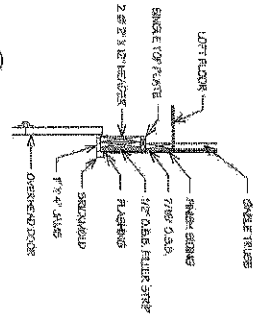
B-109

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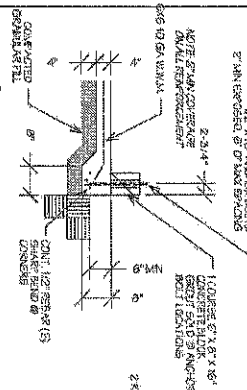




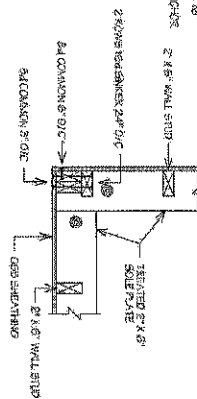
SECTION THRU OLD JAMS
SCALE 1/2" = 1'-0"



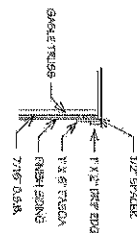
SECTION THROUGH HEADER
SCALE: 1/2" = 1'-0"



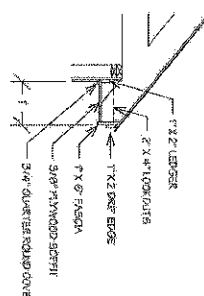
SLAB EDGE DETAIL
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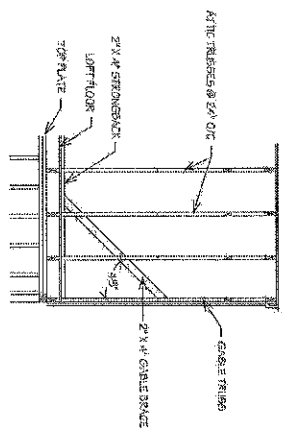
① CORNER FRAMING DETAIL.
SCALE: 1" = 1'-0"



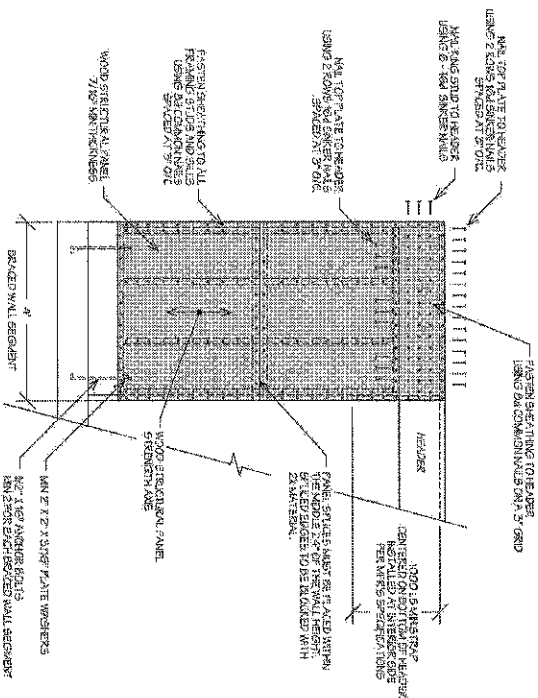
① F
GABLE RAKE DETAIL
SECTION - TYP.



OVERHANG DETAIL
SCALE 1/2" = 1'-0"



⑤ CABLE BRACE DETAIL
SCALE: 1/4" = 1'-0"

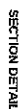


26 X 26 AUDI GARAGE	
DETAILS	
Project Number	B3-CP-0000
Date	
Drawn by	B.B.
Checked by	J.L.
B-111	
Sheet Number	
Scale	

[illegible]

1. DRAWINGS SHOULD BE PRINTED ON ARCH D SIZE PAPER TO ENSURE ACCURATE SCALE PRINTING
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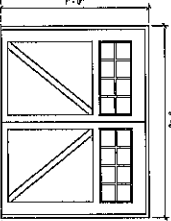
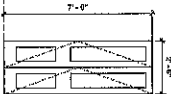
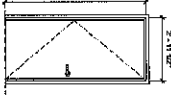
build
Geography in the BuildBlueprint

[illegible]

NOTES

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ACQUAINT (SCALE PRINTING) 3/4" = 1'-0"
2. CONSTRUCTION DETAILS SHOWN IN
THIS DRAWING ARE SUBJECT TO CHANGE
WITHOUT NOTICE. ANY CHANGES
TO THE DRAWING SHALL BE MADE
BY THE ARCHITECT.
3. MATERIALS AND FINISHES LISTED
ARE SUBJECT TO CHANGE WITHOUT
NOTICE. ANY CHANGES SHALL
BE MADE BY THE ARCHITECT.

DOOR SCHEDULE

FL	GR	GF	BS
			
Header	D1	D2	D3
Quantity	2	1	2
Location	Garage	Kitchen	Laundry
Description	Timber Sash door Exterior door Paint finished	Glazed Panel door Exterior door Paint finished	Timber Sash door Exterior door Paint finished

26 X 26 ADU GARAGE

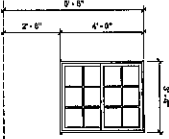
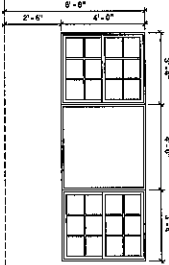
DOOR SCHEDULES

Project Name	BR-000000
Date	8.8
Drawn by	J.L.
Checked by	
C-101	
Scale	3/4" = 1'-0"

NOTES

1. DIMENSIONS SHOULD BE NOTED ON ALL DRAWINGS AND SPECIFICATIONS. ALL DIMENSIONS ARE IN FEET AND INCHES. 1" = 1'-0".
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. MATERIALS AND FINISHES LISTED ARE SUGGESTIONS ONLY. THE OWNER SHALL CONSULT WITH THE ARCHITECT FOR THE FINAL SELECTION OF MATERIALS AND FINISHES.

WINDOWS SCHEDULE

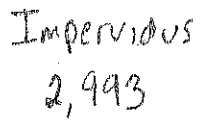
					
Blanking	W1	W2			
Quantity	5	1			
Location	Kitchen	Living Room South Facade			
Description	Double Hung Window Wood Frame	Double Hung Window Wood Frame			

26 X 26 ADU GARAGE

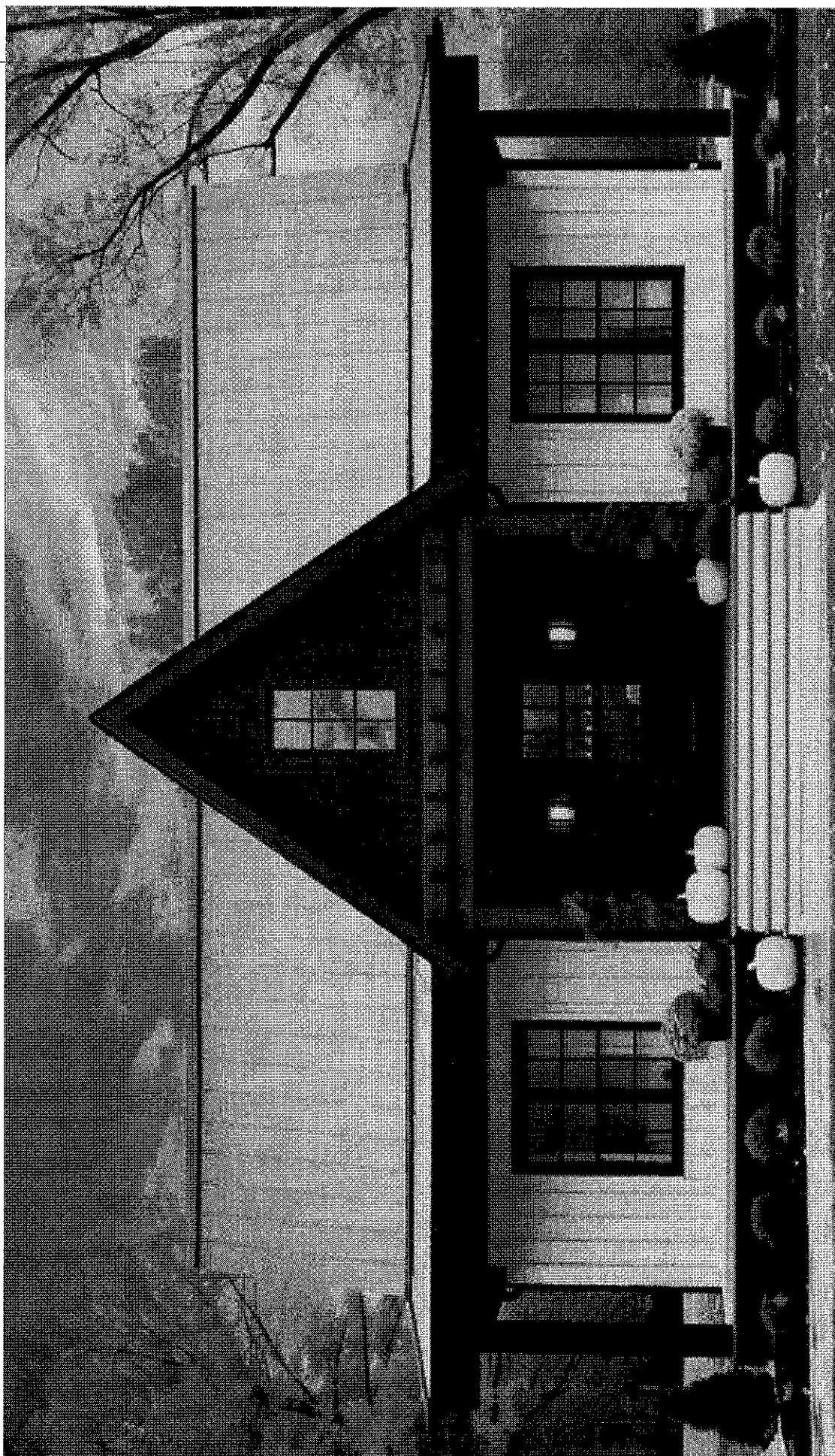
WINDOW SCHEDULE

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Date	8.3
Drawn by	J.L.
Checked by	J.L.
Scale	3/8" = 1'-0"

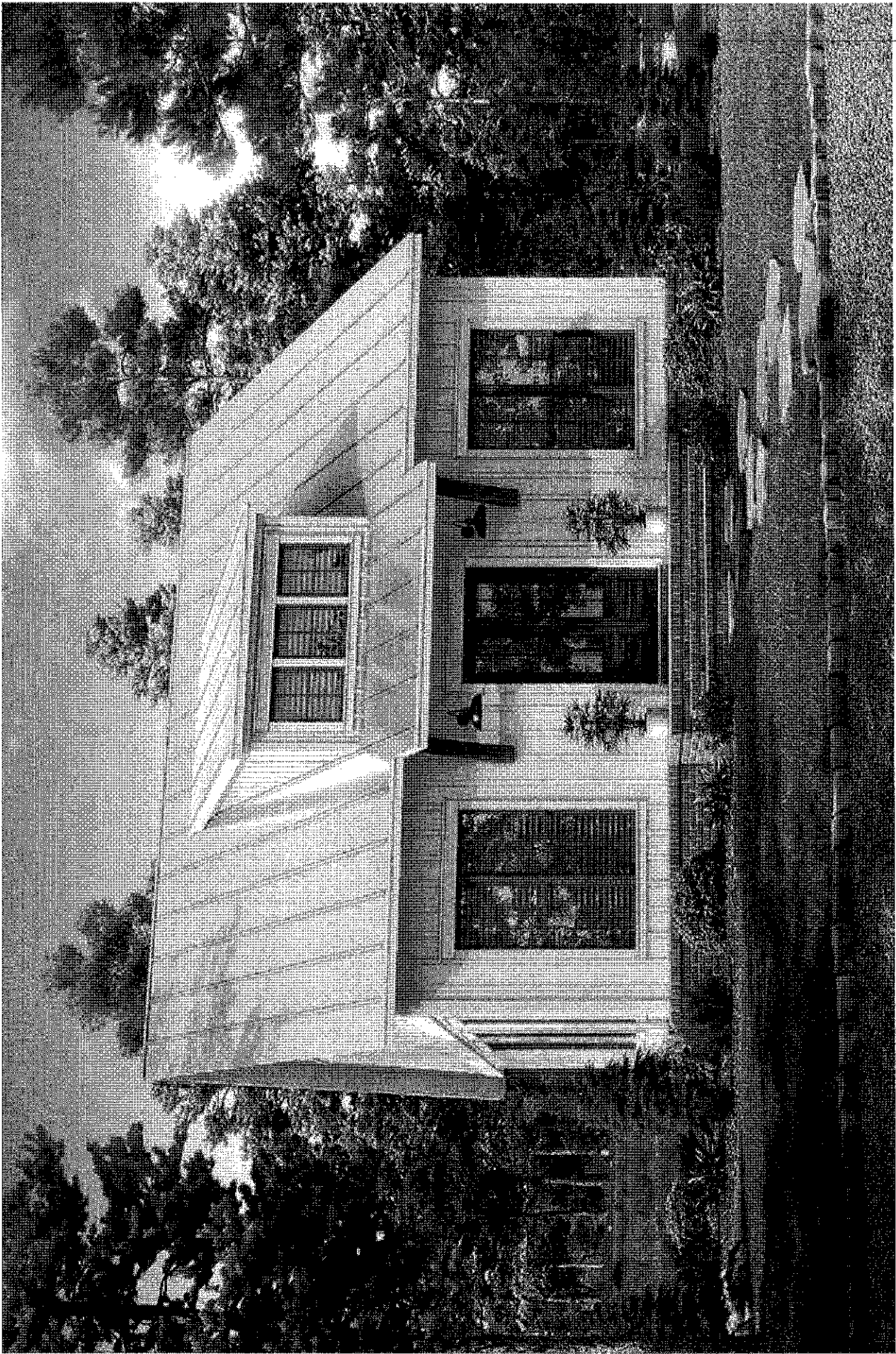
Site Plan Layout



House Plan

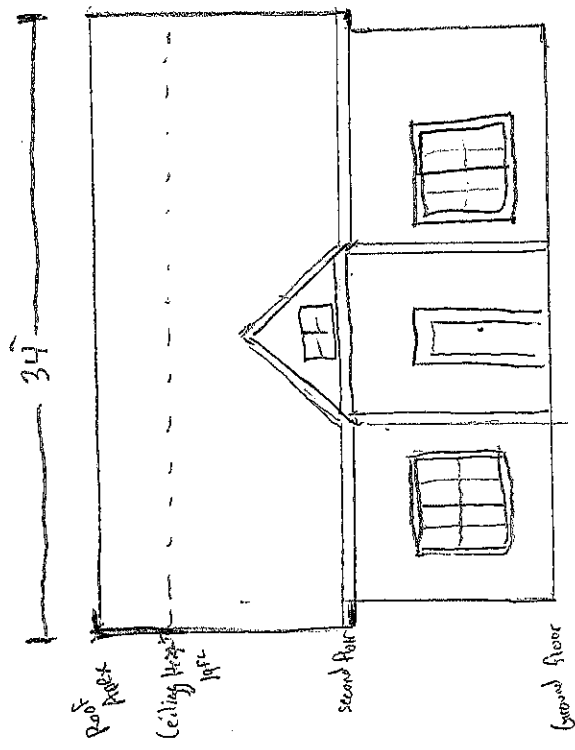


House Plan

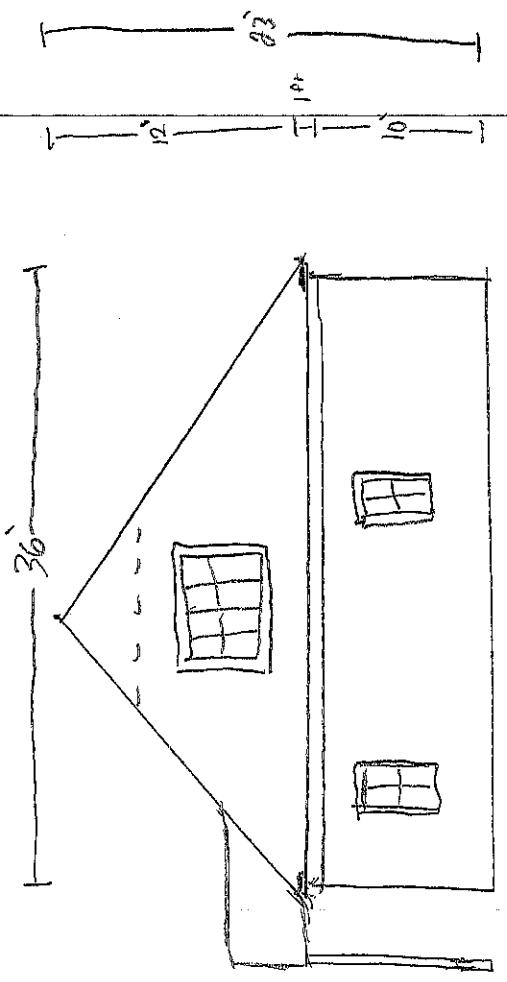


House Elevation

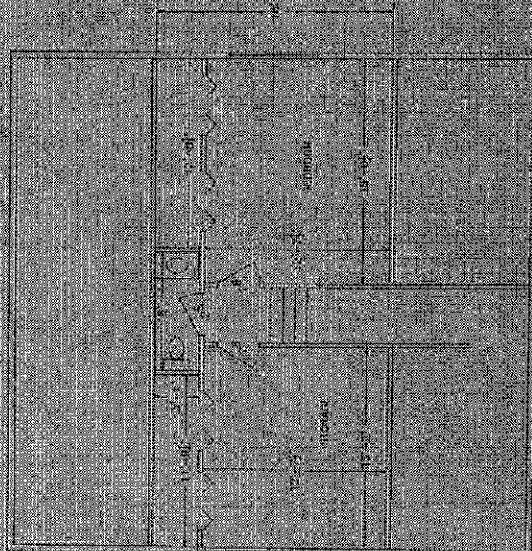
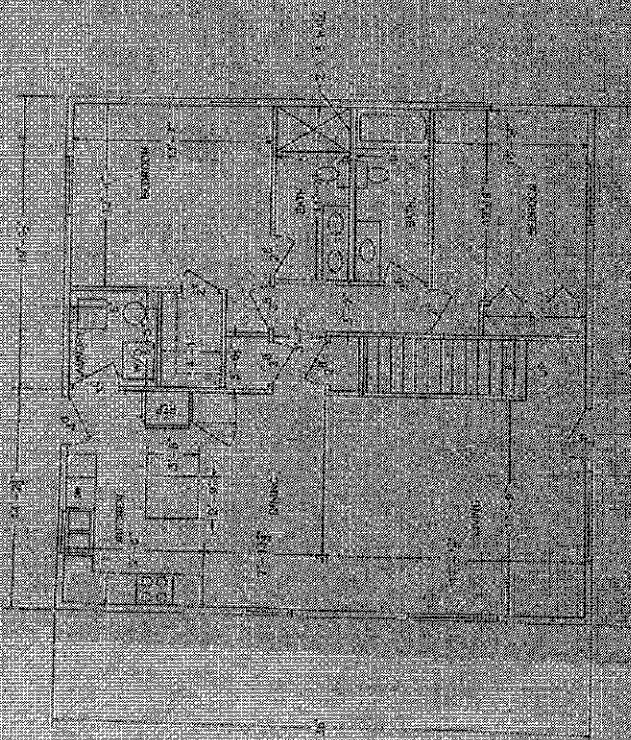
Front



Side



House Plans



Architectural drawing of a house plan. The drawing is labeled "FIRST FLOOR PLAN" and "SECOND FLOOR PLAN". It includes dimensions and room labels. The drawing is oriented vertically on the page.

Andrew Mevis

Project Narrative

1824 Tenth Ave Green Bay WI, 54304

September 9, 2024

The scope of this project is to first, make improvements to the property. The home currently is a two bedroom one bath home. I would like to upgrade the home to a three bedroom, two and a half bath. The square footage number improvements will be from 763 to 1768 square feet. The house currently is a 30' x 25' feet home, built on a block foundation. My plans make the home 34' x 36'. By adding 4' to one side and 11' to the back, this will allow me to have the adequate space in order to execute the improvements to the fullest.

Currently, the property does not have a garage. Neighbors on the street have two car garages. I would like to build a two car garage with living quarters above (26' x 30'). I want to make this improvement for my family who live all over the country. When they come to visit, I want them to have their own space. I also see that there is a home a few houses down from me that have living quarters with their garage. It will be a wonderful improvement that will be perfect for the space, lot, and location!

As I am applying for this Conditional Use Permit, I am providing the evidence that my description of the project and improvements meet the code between the primary and secondary structure heights. The primary structure (Home) will have a final elevation roofline higher than the secondary structure (Garage). In review, the scope of this project will improve the property in many ways, that not only will be a great place to live, spend time with family, but also bring a nice curb appeal and improvement to the neighborhood.

The Conditional Use Permit is extremely important for this project scope in order to complete these improvements in a timely, and efficient manner.



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: 1824 Tenth Ave

Parcel Number(s): 159

Petitioner(s): Andrew Mevis

Date: 9/9/2024

Email: andrewmevis17@gmail.com

Phone Number: (574) 376-5670

Address: 1824 Tenth Ave ~~Green Bay~~

City: Green Bay State: WI Zip: 54304

Property Owner: Andrew Mevis

Phone Number: (574) 376-5670

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, Andrew Mevis, 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: Andrew Mevis

Date: 9/9/2024

Petitioner Signature(s): Andrew Mevis

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.: 2P24-34



Report to the Green Bay Plan Commission

MEETING DATE

October 15, 2024

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # P.4

To approve the request to create a 3-lot Certified Survey Map that includes public street dedication at 2035 Crestwood Springs Drive (Parcel 6H-4449), 2041 Crestwood Springs Drive (6H-4448), 2045 Crestwood Springs Drive (6H-4447), 0 Bayberry Court (6H-1247-2), and 0 Packerland Drive (Parcel 6H-1247-3). (CSM 24-15 Public Hearing held October 7, 2024).

BACKGROUND

Reason for Request: To create a 3-lot Certified Survey Map (CSM) that includes the dedication of right-of-way for the development of three homesites.

Subject Parcel Zoning and Land Use: Subject area is vacant and zoned Rural Residential (RR) currently but is the process of being rezoned to Low Density Residential (R-I).

Surrounding Zoning and Land Uses:

Subject Property: Rural Residential (RR) | Undeveloped Lands

North: Low Density Residential (R-I) | Single-Family Residential

South: Rural Residential (RR) | Undeveloped Lands; Low Density Residential (R-I) | Single-Family Residential

East: Low Density Residential (R-I) | Single and Two-Family Residential

West: Rural Residential (RR) | Single-Family Residential

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Low Density Residential.

Analysis: On July 30, 2024, City Council approved amending the City's official map to remove the future extension of Lafayette Drive to connect with future Eric Street extension. The reason for the request was so the property owners, Thomas and Mary Saphner, could build a home where this connection was identified. Since approval for the official map amendment has been granted, the Saphner's are moving forward with creating a cul-de-sac at the end of Lafayette Drive. This CSM creates the Lafayette Drive cul-de-sac (road dedication) along with 3-lots for future homesites. Certified Survey Maps (CSM) and Plats that include a dedication to the public require approval by City Council. A public hearing for this item is scheduled to be held by City Council on November 12, 2024.

Planning staff has forwarded the 3-lot CSM to the land division review team for review. All comments received have been addressed by the surveyor and are reflected on the CSM.

Aldersperson Hinkfuss and property owners adjacent to the road dedication have been notified of the request. Staff has not received any comments as of the drafting of this report.

RECOMMENDATION

Staff is recommending approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. CSM 24-15 Application
2. CSM 24-15 Map
3. CSM 24-15 Final CSM



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: Lafayette Drive, Eric Street

Parcel Number(s): 6H-1247-2, 6H-1247-3, 6H-4447, 6H-4448, 6H-4449

Petitioner(s): Vierbicher (Brad Rymer) Date: 08/23/24

Email: brym@vierbicher.com Phone Number: 920-434-9670

Address: 400 Security Blvd City: Green Bay State: WI Zip: 54313

Property Owner: Tom & Mary Saphner Phone Number: 920-490-0495

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, Brad Rymer, 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: _____

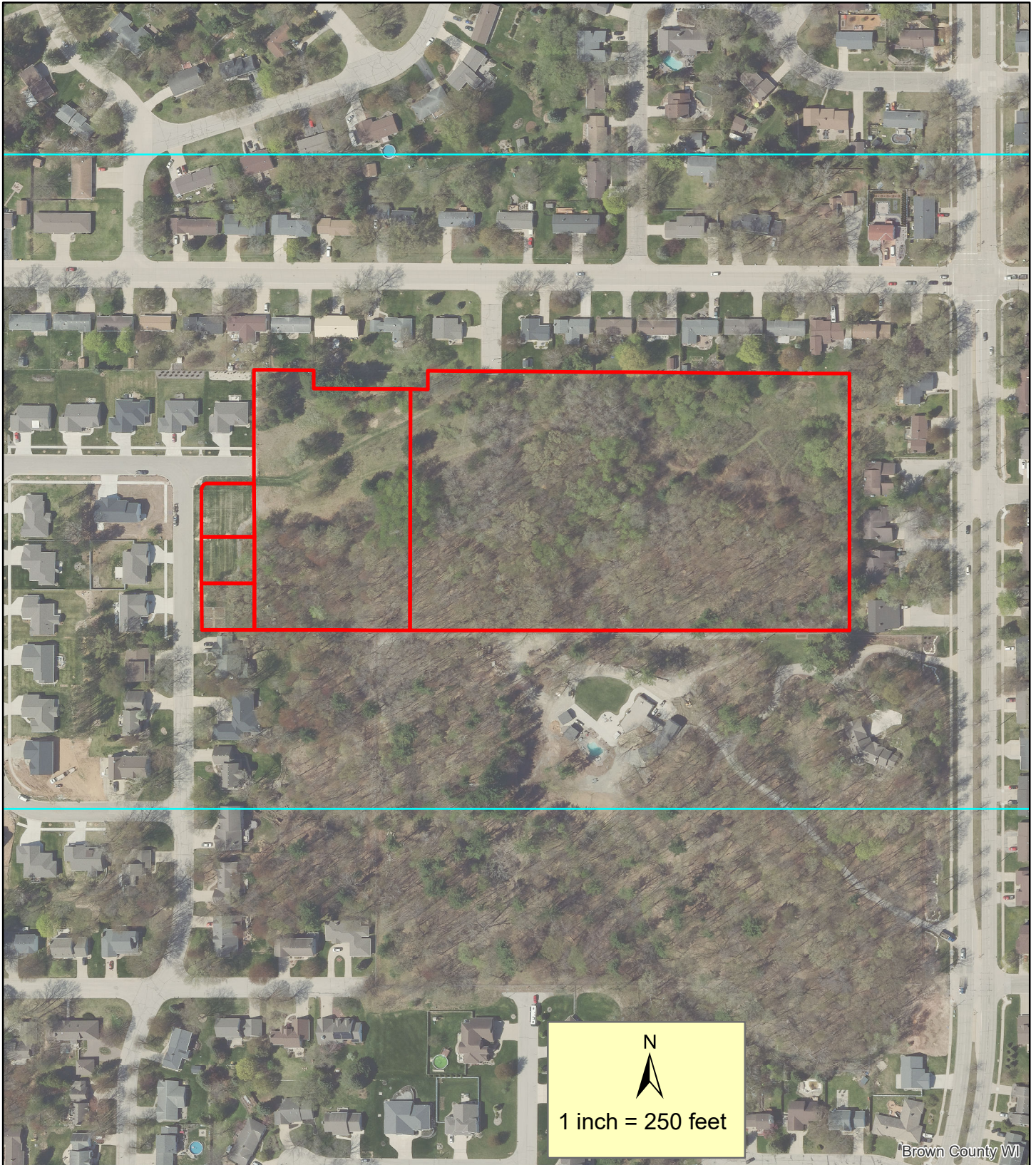
Petitioner Signature(s): Brad Rymer Digitally signed by Brad Rymer
Date: 2024.08.23 07:56:06 -05'00' _____

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

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.

**Certified Survey Map
(CSM 24-15)
Lafayette Drive/
Crestwood Springs Drive/
Eric Street**



CERTIFIED SURVEY MAP

LOTS 20, 21 & 22 OF THE RECORDED PLAT "PLAT OF PINE ACRES ESTATES" (VOLUME 24, PLATS, PAGE 73, DOCUMENT NUMBER 2825587, BROWN COUNTY RECORDS), SAID PLAT BEING IN PART OF LOTS 23 & 24, SECTION 32, AND ALSO PART OF LOT 22, SAID SECTION 32, ALL IN T24N-R20E, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

BEARINGS ARE REFERENCED TO THE EAST-WEST 1/4 LINE OF THE NORTHWEST 1/4 OF SECTION 32, T24N-R20E, ASSUMED TO BE S89°37'30"E.

THE COUNTY MONUMENTS USED IN THIS SURVEY ARE SHOWN AND THEIR TIES HAVE BEEN FOUND AND VERIFIED AND/OR BROWN COUNTY PLANNING AND LAND SERVICES HAS BEEN NOTIFIED OF ANY DISCREPANCIES.

GRAPHIC SCALE: 1" = 150'



Steven M. Bieda
PLS-2275
September 3rd, 2024
revised: October 1st, 2024



SHEET
1 OF 4

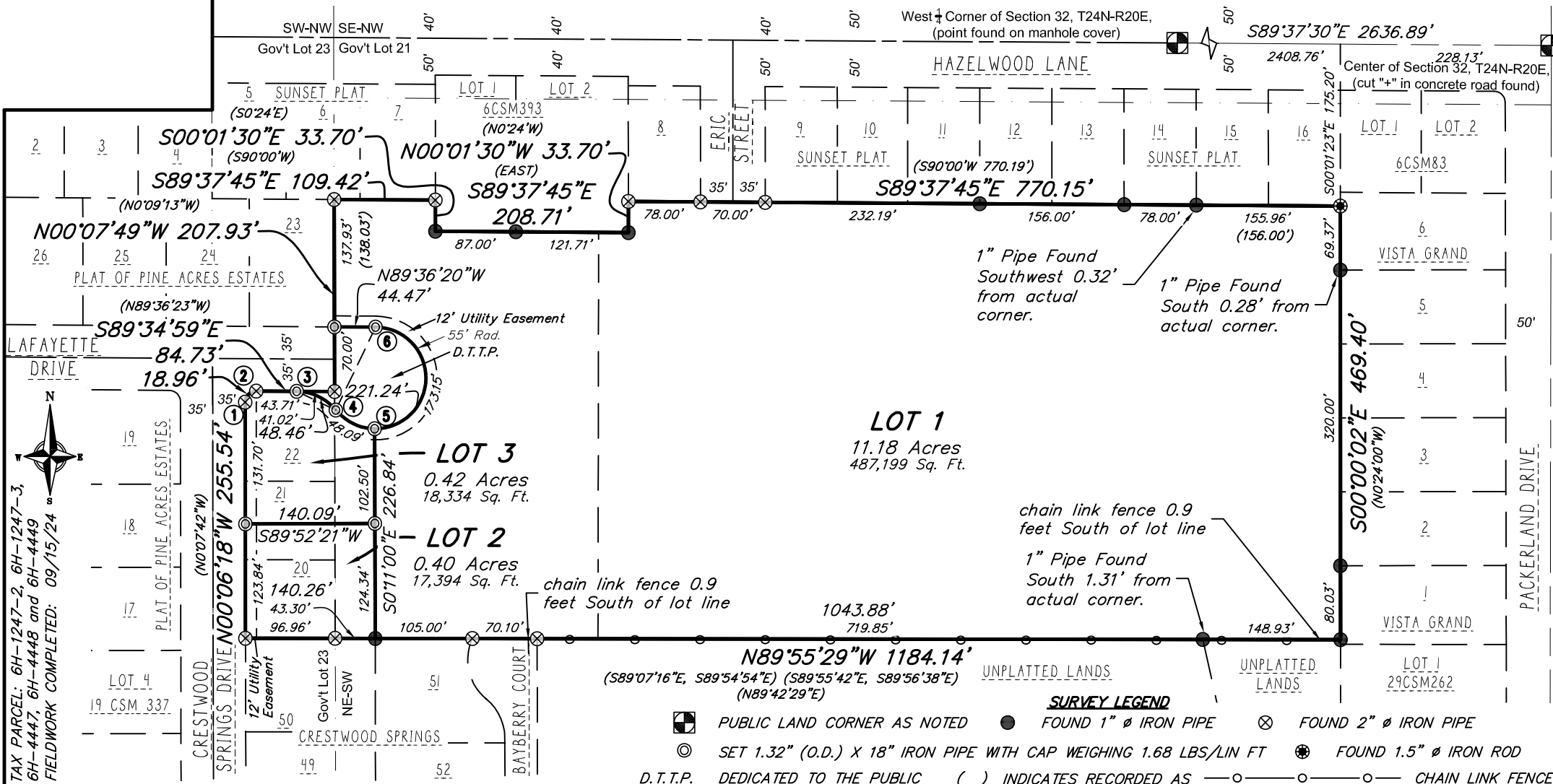
SURVEYED BY:
Vierbicher Associates, Inc.
400 Security Blvd, Ste 1
Green Bay, WI 54313
(920) 434-9670

SURVEYED FOR:
Tom & Mary Saphner
Crestwood Springs Drive
Green Bay, WI 54304

Job #: B-15018
Date: 09/03/2024
Drawing No.: L-12323
Drafted By: BAR/NDK
Checked By: MRA



vierbicher
planners | engineers | advisors



- SURVEY LEGEND**
- PUBLIC LAND CORNER AS NOTED
 - FOUND 1" Ø IRON PIPE
 - FOUND 2" Ø IRON PIPE
 - SET 1.32" (O.D.) X 18" IRON PIPE WITH CAP WEIGHING 1.68 LBS/LIN FT
 - FOUND 1.5" Ø IRON ROD
 - DEDICATED TO THE PUBLIC
 - () INDICATES RECORDED AS
 - CHAIN LINK FENCE

TAX PARCEL: 6H-1247-2, 6H-1247-3, 6H-4447, 6H-4448 and 6H-4449
FIELDWORK COMPLETED: 09/15/24

01 Oct 2024 - 8:14a C:\Users\mkov\AcadPublic\30460\B-150\BCSM 082624.dwg by: mkov © Vierbicher Associates, Inc.

CERTIFIED SURVEY MAP

LOTS 20, 21 & 22 OF THE RECORDED PLAT "PLAT OF PINE ACRES ESTATES" (VOLUME 24, PLATS, PAGE 73, DOCUMENT NUMBER 2825587, BROWN COUNTY RECORDS), SAID PLAT BEING IN PART OF LOTS 23 & 24, SECTION 32, AND ALSO PART OF LOT 22, SAID SECTION 32, ALL IN T24N-R20E, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, do hereby certify that I have surveyed, divided and mapped all of Lots 20, 21 & 22 of the recorded plat "Plat of Pine Acres Estates" (Volume 24, Plats, Page 73, Document Number 2825587, Brown County Records), said plat being in part of Lots 23 & 24, Section 32, and also part of Lot 22, said Section 32, all in T24N-R20E, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the West ¼ Corner of Section 32, T24N-R20E; thence S89°37'30"E, 2408.76 feet along the North line of the Southwest 1/4 corner of Section 32, T24N-R20E; thence S0°01'23"E, 175.20 feet to the Southeast Corner of Lot 16 of the Plat of "Sunset Plat", (Volume 15, Plats, Page 28, Document Number 741572, Brown County records) being the Point of Beginning; thence S0°00'02"E, 469.40 feet along the monumented West line of the recorded plat of "Vista Grande", (Volume 17, Plats, Page 5, Document Number 878984, Brown County Records); thence N89°55'29"W, 1184.14 feet along the monumented North line of the recorded plat of "Crestwood Springs" (Volume 17, Plats, Page 147, Document Number 932935, Brown County Records) and its extension; thence N00°06'18"W, 255.54 feet along the monumented West line of Lots 20, 21 and 22 of the recorded plat of "Plat of Pine Acres Estates" (Volume 24, Plats, Page 73, Document Number 2825587, Brown County Records), also being the East right of way of Crestwood Springs Drive; thence 18.96 feet along said West line and East right of way being an arc of a 12.00 foot radius curve to the Right whose long chord bears N45°09'21"E, 17.05 feet; thence S89°34'59"E, 84.73 feet along the monumented North line of said Lot 22 of recorded plat, also being the South right of way of Lafayette Drive; thence N0°07'49"W, 207.93 feet along the monumented East line of Lot 23 of said recorded plat and the East right of way of said Lafayette Drive; thence S89°37'45"E, 109.42 feet along the monumented South line of Lots 6 and 7 of said Sunset Plat; thence S0°01'30"E, 33.70 feet along the monumented West line of Lot 1, Volume 6, Certified Survey Maps, Page 393, Map Number 1599, Document Number 861605, Brown County Records; thence S89°37'45"E, 208.71 feet along the monumented South line of said Lot 1 and Lot 2 of said Certified Survey Map; thence N0°01'30"W, 33.70 feet along the monumented East line of said Lot 2; thence S89°37'45"E, 770.15 feet along the monumented South line of Lots 9 though 16 of said Sunset Plat to the Point of Beginning.

Parcel contains 532,466 square feet / 12.22 acres more or less.
Road dedication 9,539 square feet / 0.22 acres more or less.
Parcel is subject to easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the City of Green Bay and the Brown County Planning Commission Code in surveying, dividing and mapping the same.

Steven M. Bieda
PLS-2275
September 3rd, 2024
revised:
October 1st, 2024



Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	18.96'	12.00'	17.05'	N45°09'21"E	90°31'19"	-
3-4	48.46'	55.00'	46.90	S64°20'39"E	50°28'41"	S39°56'20"E
4-6	221.24	55.00'	99.50'	N25°38'02"E	230°28'44"	-
4-5	48.09'	55.00'	46.57'	S64°10'27"E	50°05'42"	-
5-6	173.15'	55.00'	110.00	N0°35'11"E	180°23'02"	-



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CERTIFIED SURVEY MAP

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CERTIFICATE OF THE GREEN BAY CITY CLERK

As the duly appointed City Clerk for the City of Green Bay, I hereby certify that the records in my office show no unpaid taxes or special assessments affecting any of the lands included in the Certified Survey Map.

Celestine Jeffreys Date
Green Bay City Clerk

CERTIFICATE OF THE CITY OF GREEN BAY

Approved for the City of Green Bay, as required by Wisconsin Statutes Chapter 236, and the City of Green Bay Municipal Code Chapter 36, Subdivisions, on this _____ day of _____, 20____.

Cheryl Renier-Wigg
Director of Community and Economic Development

OWNER'S CERTIFICATE

As Owners, We hereby certify that we caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented hereon. We understand that the City will discontinue any public improvements upon discovery or notice of any other condition requiring abnormal public improvement costs. We further acknowledge that the City's action or inaction in this regard shall not be construed as an admission of liability for hazardous waste clean-up or burial site preservation costs. We certify that this Certified Survey Map is required by s.236.10 or 236.12 to be submitted to the following for approval or objection:

CITY OF GREEN BAY

Thomas J. Saphner Mary K. Saphner
Thomas J. and Mary K. Saphner, as Trustees of The Thomas J. and Mary K. Saphner Trust of 1996, u/d/o August 30, 1996

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

Notary Public My Commission Expires _____
Brown County, Wisconsin

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

Steven M. Bieda
PLS-2275
September 3rd, 2024
revised: October 1st, 2024



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01 Oct 2024 - 9:10a G:\Projects\B-15018 Bouchie Eric Street west Green Bay Brown Co\DWG\B-15018CSM 082624.dwg by:nkov © Vierbicher Associates, Inc.

CERTIFIED SURVEY MAP

LOTS 20, 21 & 22 OF THE RECORDED PLAT "PLAT OF PINE ACRES ESTATES" (VOLUME 24, PLATS, PAGE 73, DOCUMENT NUMBER 2825587, BROWN COUNTY RECORDS), SAID PLAT BEING IN PART OF LOTS 23 & 24, SECTION 32, AND ALSO PART OF LOT 22, SAID SECTION 32, ALL IN T24N-R20E, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

NOTES

This Certified Survey Map is a (portion or all) of tax parcel number 6H-1247-2, 6H-4447, 6H-4448 and 6H-4449.

The property owner(s) of record are Thomas J. and Mary K. Saphner, as Trustees of The Thomas J. and Mary K. Saphner Trust of 1996, u/d/o August 30, 1996.

This Certified Survey Map is contained wholly within the property described in the following recorded instrument(s) Document No. 2848857 and 2869118.

City of Green Bay zoning and building approvals are required prior to commencing construction of buildings, structures, drives, or parking areas, and may also be required prior to commencing grading, excavation, filling, or other land disturbing activity.

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the City of Green Bay has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

Development on Lot 1 requires public sewer and water be available OR acquisition of all state, county, and/or municipal permits concerning onsite sewage disposal systems for sanitary waste disposal.

Subject parcels lie within Airport Zoning District "C".The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

Concrete sidewalks shall be installed along the east of Crestwood Springs Drive for Lots 2 and 3 and along both sides of Lafayette Drive for Lots 1 and 3 at the time that the lots are developed and prior to receiving an occupancy permit or as directed by the Common Council of the City of Green Bay.

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

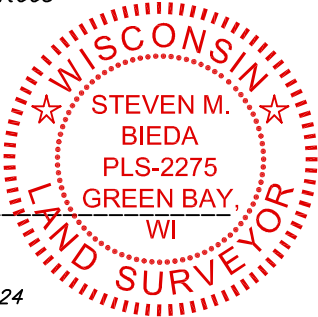
Thomas J. and Mary K. Saphner of Thomas J. and Mary K. Saphner, as Trustees of The Thomas J. and Mary K. Saphner Trust of 1996, u/d/o August 30, 1996, Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement"and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Steven M. Bieda
PLS-2275
September 3rd, 2024
revised: October 1st, 2024





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # Q.I

To approve the acceptance of the USDOJ-COPS grant for \$200,000 for a non-sworn psychiatric mental health nurse practitioner to cover 2025 expenses.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. COPS LEMHWA grant acceptance Finance Committee 10-1-24
2. 2024 Award_Package_FAW-185662
3. COPS LEMHWA 2025-2026 Non Sworn cost estimates 3-5-24



**INTEROFFICE MEMORANDUM
GREEN BAY POLICE DEPARTMENT**

October 4, 2024

To: Finance Committee
From: Chief Christopher Davis
Re: Grant Award Acceptance

The City of Green Bay has been awarded a \$200,000 grant through the USDOJ-COPS Office to fund a Non-Sworn Psychiatric Mental Health Nurse Practitioner (PMHNP). I am requesting authorization to accept the grant on behalf of the City of Green Bay. I look forward to any discussion pertaining to this request.



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF GREEN BAY 307 S ADAMS ST
City, State and Zip:	GREEN BAY, WI 54301
Recipient UEI:	P979A46EYKJ3
Project Title: FY24 CITY OF GREEN BAY, WI, LEMHWA Implementation Project	Award Number: 15JCOPS-24-GG-01410-LEMH
Solicitation Title: FY24 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects	
Federal Award Amount: \$200,000.00	Federal Award Date: 9/30/24
Awarding Agency:	Office of Community Oriented Policing Services
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/26
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/26
Project Description: The Green Bay Police Department (GBPD) will use FY24 LEMHWA funding to hire a professionally licensed practitioner to join the department full-time and with a dedicated capacity to maintain and expand sworn and professional staff's mental health and wellness needs. GBPD will add a Psychiatric Mental Health Nurse Practitioner (PMHNP) due to their holistic training in mental health and wellness, in addition to their ability to provide medication management and psychotherapy services. The PMHNP will be utilized to increase accessibility to dedicated mental health and wellness services within the department and provide needed and necessary support during critical incidents. The PMHNP specialty have education and training in leadership and management, which will be vital to providing the training identified to meet the department's needs.	

Award Letter

September 30, 2024

Dear Christopher Davis,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF GREEN BAY for an award under the funding opportunity entitled 2024 FY24 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects. The approved award amount is \$200,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Hugh T. Clements
COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF GREEN BAY

UEI

P979A46EYKJ3

ORI Number

Street 1

307 S ADAMS ST

Street 2

City

GREEN BAY

State/U.S. Territory

Wisconsin

Zip/Postal Code

54301

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/30/24

Award Type

Initial

Award Number

15JCOPS-24-GG-01410-LEMH

Supplement Number

00

Federal Award Amount

\$200,000.00

Funding Instrument Type

Grant

Assistance Listing Number

Assistance Listings Program Title

16.710

Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 FY24 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects

Awarding Agency

COPS

Application Number

GRANT14126273

Grant Manager Name

BETHANY WILSON

Phone Number

[202-330-2299](tel:202-330-2299)

E-mail Address

bethany.wilson@usdoj.gov

Project Title

FY24 CITY OF GREEN BAY, WI, LEMHWA Implementation Project

Performance Period Start

Date

10/01/2024

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2026

Project Description

The Green Bay Police Department (GBPD) will use FY24 LEMHWA funding to hire a professionally licensed practitioner to join the department full-time and with a dedicated capacity to maintain and expand sworn and professional staff's mental health and wellness needs. GBPD will add a Psychiatric Mental Health Nurse Practitioner (PMHNP) due to their holistic training in mental health and wellness, in addition to their ability to provide medication management and psychotherapy services. The PMHNP will be utilized to increase accessibility to dedicated mental health and wellness services within the department and provide needed and necessary support during critical incidents. The PMHNP specialty have education and training in leadership and management, which will be vital to providing the training identified to meet the department's needs.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 8/1/24 9:44 AM

Comments

No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	\$0	\$0	\$0	—
Civilian or Non-Sworn Personnel:	\$200,000	\$0	\$200,000	—
Travel:	\$0	\$0	\$0	—
Equipment:	\$0	\$0	\$0	—
Supplies:	\$0	\$0	\$0	—
SubAwards:	\$0	\$0	\$0	—
Procurement Contracts:	\$0	\$0	\$0	—
Other Costs:	\$0	\$0	\$0	—
Total Direct Costs:	\$200,000	\$0	\$200,000	—
Indirect Costs:	\$0	\$0	\$0	—
Total Project Costs:	\$200,000	\$0	\$200,000	—
Federal Funds:	\$200,000	\$0	\$200,000	100.00%
Match Amount:	\$0	\$0	\$0	0.00%
Program Income:	\$0	\$0	\$0	0.00%

Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

2

Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §

794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see <https://www.ojp.gov/program/civil-rights/overview>.

3

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

4

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

5

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other

source, funding for the same item or service also funded under this award.

8

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:

I. Trafficking in Persons

(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

- (i) Severe forms of trafficking in persons;
- (ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
- (iii) The use of forced labor in the performance of this award or any subaward; or
- (iv) Acts that directly support or advance trafficking in persons, including the following acts:
 - (A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - (B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- (1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
- (2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
- (C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- (D) Charging recruited employees a placement or recruitment fee; or
- (E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
- (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
- (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by 2 C.F.R. Part 2867.

(c) Provisions applicable to any recipient.

(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

- (i) Implements the requirements of 22 U.S.C. 78, and
 - (ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
- (3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR

175.105(b).

(d) Definitions. For purposes of this award term:

Employee means either:

- (1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
- (2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

9

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
- (2) When the recipient agrees to the termination and termination conditions.
- (3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
- (4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.

2. C.F.R. § 200.340.

10

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

- (1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

- (1) You must submit the required information about each proceeding that—

- (i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

- (ii) Reached its final disposition during the most recent five-year period; and

- (iii) Is one of the following—

- (A) A criminal proceeding that resulted in a conviction;

- (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

- (C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

- (D) Any other criminal, civil, or administrative proceeding if—

- (1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

- (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

- (3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions. For purposes of this award term—

Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

11

Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

(ii) in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at <https://www.sam.gov>.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts

(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and

Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see

the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph

(c)(1) of this appendix. The recipient is required to submit this information to the

Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions. For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

(viii) Another grantee or contractor that is not excluded by subparagraph (2); and

(ix) Any State or locality;

(2) Does not include:

(i) An individual recipient of Federal financial assistance; or

(ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 CFR200.1.

Subrecipient has the meaning given in 2CFR 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

12

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

13

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

14

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is

debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

17

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

18

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

19

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

20

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

21

System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management (SAM.gov) and Universal Identifier Requirements

(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final

payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:

(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.

(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) Definitions. For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).

Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.

Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:

- (1) Non-Federal entity;
- (2) Foreign organization;
- (3) Foreign public entity;
- (4) Domestic for-profit organization; and
- (5) Federal agency.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

24

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.

In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.

The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well-qualified in the subject area and skilled in presenting it.

Trainers must possess the subject-matter knowledge and the subject-specific training experience necessary to meet the objectives of the training. In selecting or retaining a trainer, recipients (or subrecipients) should consider such factors as the trainer's resume and written materials, interviews with the trainer, observation of other trainings conducted by the trainer, feedback from other entities with which the trainer has worked, training participant feedback and evaluations, and the general reputation of the trainer.

4. Trainers must demonstrate the highest standards of professionalism.

Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

25

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

26

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

27

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

28

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

29

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

30

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

31

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

32

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

33

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

34

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

35

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

36

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

37

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

38

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Director	Hugh T. Clements	9/18/24 8:10 PM

Authorized Representative

Declaration and Certification (Law Enforcement Executive/Program Official)

Declaration and Certification (Government Executive/Financial Official)

3.00%

Hourly Rates	2025	2026	
1 Employee		\$0.00	
	\$71.19		
		\$73.33	

Afternoon Diff \$0.00 Night Diff \$0.00

2025

Base Salary	\$148,075.20	FICA 6.2%	\$9,180.66
Holiday	\$0.00	Medicare 1.45%	\$2,147.09
Shift Diff	\$0.00	Gen Liab 3.00%	\$4,442.26
	<u>\$148,075.20</u>	Work Comp 2.98%	\$4,412.64
		WRS 6.90%	\$10,217.19
TOTAL	\$199,825.04	Health	\$19,650.00
		Life	\$100.00
		Dental	<u>\$1,600.00</u>
			\$51,749.84

2026

Base Salary	\$152,517.46	FICA 6.2%	\$9,456.08
Holiday	\$0.00	Medicare 1.45%	\$2,211.50
Shift Diff	\$0.00	Gen Liab 3.00%	\$4,575.52
	<u>\$152,517.46</u>	Work Comp 2.98%	\$4,545.02
		WRS 6.90%	\$10,523.70
TOTAL	\$205,179.29	Health	\$19,650.00
		Life	\$100.00
		Dental	<u>\$1,600.00</u>
			\$52,661.83

Base Salary	\$0.00	FICA 6.2%	\$0.00
Holiday	\$0.00	Medicare 1.45%	\$0.00
Shift Diff	\$0.00	Gen Liab 3.00%	\$0.00
	<u>\$0.00</u>	Work Comp 2.98%	\$0.00
		WRS 6.90%	\$0.00
TOTAL	\$0.00	Health	\$0.00
		Life	\$0.00
		Dental	<u>\$0.00</u>
			\$0.00

Year 1	\$199,825.04
Year 2	\$205,179.29
Year 3	\$0.00
TOTAL	\$405,004.33

Funding Breakdown

Federal	\$200,000
Applicant	\$0
Total	\$200,000

Requesting 1 Employee: Total cost is: \$405,004.33

The of Green Bay will absorb the additional costs of \$205,004.33

Cost requested from COPS LEMHWA grant: \$200,000



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

October 15, 2024

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # Q.2

To approve a resolution authorizing On Broadway, Inc. to submit a Community Development Investment (CDI) grant application to the Wisconsin Economic Development Corporation (WEDC) for the proposed rehabilitation of 211 N. Broadway (Parcel 4-71).

BACKGROUND

WEDC's CDI grant program supports urban, small city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects with emphasis on, but not limited to, downtown community-driven efforts. Funded activities should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners.

To apply for CDI funds, the applicant is required to obtain a resolution from the local municipality authorizing the submittal of the application. Municipalities may only authorize one CDI application per fiscal year, or two per fiscal year if one of the projects is located within a federally designated Opportunity Zone. On Broadway, Inc. intends to apply for a CDI grant and has requested the authorization resolution from the City of Green Bay to complete their application submittal. This project is located within a federally designated Opportunity Zone.

If awarded, the CDI grant will be used to support the rehabilitation of 211 N. Broadway for the establishment of the Green Bay Public Market. At the September 17, 2024 meeting of the City of Green Bay Common Council, a development agreement was approved supporting the public market project. Per Section III.E of the approved agreement, the City is obligated to approve a resolution supporting the developer's CDI application to WEDC for the public market project.

The Green Bay Public Market is planned to include a grand market atrium featuring more than 20 merchants, a second floor event space available for rent, a professional demo kitchen, and a dedicated co-working space. The project is expected to increase the property's assessed value from the current value of \$2,195,600.00 to \$7,000,000.00 upon completion. Furthermore, the project is anticipated to attract 1,000,000 visitors annually, and generate an economic impact of \$65,000,000.

RECOMMENDATION

Approval of a City resolution authorizing On Broadway, Inc. to submit a Community Development Investment (CDI) grant application to the Wisconsin Economic Development Corporation (WEDC) for the proposed rehabilitation of 211 N. Broadway (Parcel 4-71).

FISCAL IMPACT

Approval of the request does not obligate the City to provide any additional funds.

ATTACHMENTS

I. CDI Authorization Resolution 20241003

**RESOLUTION AUTHORIZING THE SUBMISSION OF A COMMUNITY
DEVELOPMENT INVESTMENT GRANT APPLICATION FOR 211 N. BROADWAY**

October 15, 2024

WHEREAS, the Community Development Investment (CDI) grant program, managed by the Wisconsin Economic Development Corporation (WEDC), provides incentives for shovel-ready projects that prioritize downtown community development, resulting in measurable benefits such as job creation, increased property values, and leveraged investments from local and private partners; and

WHEREAS, On Broadway, Inc. proposes to rehabilitate a 45,960 square foot building at 211 N. Broadway, which will allow for the establishment of a public market; and

WHEREAS, On Broadway, Inc. intends to submit an application for a CDI grant to assist with the project costs; and

WHEREAS, WEDC requires a City resolution authorizing On Broadway, Inc. to submit a grant application as a prerequisite for the CDI grant application process; and

THEREFORE, BE IT RESOLVED, by the Common Council of the City of Green Bay that the City authorizes the submittal of a CDI grant application by On Broadway, Inc. for the rehabilitation of 211 N. Broadway to establish a public market.

Adopted _____

Approved _____

Mayor

Clerk

Attachment – Map

Project Map – Green Bay Public Market, 211 N. Broadway



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
- PLS5 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



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

October 15, 2024

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # Q.3

To approve a resolution authorizing the submittal of a Small Business Development Grant (SBDG) application through Wisconsin Economic Development Corporation (WEDC) to establish a Revolving Loan Fund to support diversely-owned start-up businesses within the City of Green Bay.

BACKGROUND

The Wisconsin Economic Development Corporation (WEDC) has launched a Small Business Development Grant (SBDG) program designed to stimulate local economies and foster small business growth across the state. This program encourages municipalities and economic development partners to invest in initiatives that support the creation and expansion of small businesses, increase access to capital, and encourage innovation.

The City's grant application will propose establishing a Revolving Loan Fund (RLF) program to support start-up businesses that are owned by historically underserved populations. RLF funds will assist with eligible start-up expenses, marketing, operational improvements, working capital, equipment purchases and workforce development.

Grant applications are due on October 18, 2024, and awards will be publicly announced in February 2025. The City intends to apply for a \$250,000 grant.

A resolution authorizing the submittal of a grant application by the City of Green Bay is a prerequisite for the submission of a Small Business Development Grant application.

RECOMMENDATION

Approve and recommend Common Council approve a resolution authorizing the submittal of a Small Business Development Grant application to the Wisconsin Economic Development Corporation to establish a Revolving Loan Fund program to support diversely-owned, small business start-ups within the City of Green Bay.

FISCAL IMPACT

Approval of the request does not obligate the City to provide funds. WEDC does not require matching funds for this program; however, applications that provide for matching funds will be considered during the scoring process.

ATTACHMENTS

1. SBDG Program Insert
2. SBDG Resolution



Pilot-Small Business Development Grant Program

Program Guidelines for Fiscal Year 2025	
Lead Division: Business and Community Development	
☒ New	☐ Revised
☒ Grant	☐ Loan ☐ Tax Credit ☐ Technical Assistance

Introduction

Background: The Small Business Development Grant Program (SBDG) encourages communities and economic development partners through financial incentives to invest in their small businesses by developing innovative programs aimed directly at supporting small businesses and small business creation. WEDC believes we can foster creative, new program ideas by challenging our communities and partners to think outside the box to develop new programs and ideas rather than the typical top-down approach to program development. WEDC, in the follow up to its previous small business-related programming, including the historic Main Street Bounceback program, consistently received feedback that access to capital continues to be a primary issue.

Purpose: The Small Business Development Grant is a competitive program that assists local and regional Economic Development Organizations (EDOs), municipalities, tribal governments, and counties to support small business development in their areas. The goal of the Small Business Development Grant Program is to support local and regional economic development programs that are aimed at providing greater access to capital to small businesses in the state of Wisconsin.

Eligibility Requirements

Eligible Applicants: Local and regional Economic Development Organizations, municipalities, tribal governments, and counties are eligible applicants.

Ineligible Applicants: Member-based small-business centric organizations, such as Chambers of Commerce, are not eligible to apply for the Small Business Development Grant.

Eligible Use of Funds: Include but are not limited to matching grant programs (start-up, façade, expansion) and small business financing for firms with fewer than 25 full-time employees. Costs are only eligible after WEDC approval.

Matching: WEDC will not require matching funds for the Small Business Development Grant Program. However, matching funds will be considered during the scoring process, as well as other attributes including whether the project is in a rural/distressed area, whether the small business is diverse owned, and other attributes outlined on the SBDG scoring rubric.

Available Incentives



FY25: \$2,000,000

Award Sizes: Between \$50,000 and \$250,000.

Awards per Applicant: One award per application for the fiscal year.

Activities and Expected Outcomes

Awards will be made to a minimum of eight and a maximum of 40 communities.

Impact: Create a set of innovative solutions to support small businesses at the community level that can be shared state-wide. This includes ideas that may increase access to capital for small businesses and new ways to deliver technical assistance.

Metrics:

- Leverage – Total.
- Individuals Served/Engaged, new business started and obtained EIN.
- Pass-through Businesses Assisted (Financial).
- Pass-through Businesses Assisted (Technical), new business formed and hiring.
- Pass-through Leverage Total.
- Pass-through Job Creation.
- Performance Milestone, Number of vacant commercial spaces filled.

Application Guideline

Timeline: Applications will be accepted, evaluated, and awarded during the second half of 2024. The Small Business Development Grant is a competitive program.

Scoring Criteria: WEDC will include, but not limit the SBDG scoring to the following:

- The extent to which the proposed effort provides a model to maintain grant funding for long-term use in the applicant's service territory.
- The extent to which the applicant's program provides customized business advising and technical assistance follow-up to small businesses in the applicant's service territory in conjunction with business financing.
- The extent to which the applicant's program will address a local economic challenge (e.g. number of localities served, geography, businesses served, etc.).
- The extent to which the problem has been approached through regional collaboration with other economic development groups and other local jurisdictions.
- The extent to which the applicant demonstrates community demand/support/need for program.
- The extent to which the applicant demonstrates the critical need for WEDC financial support.
- The extent to which the program as proposed will support local, small business growth.
- The extent to which the project will provide an impact to economically distressed communities or rural areas of Wisconsin.
- The extent to which the project will impact historically underserved populations.



- The extent to which the proposed effort can be replicated throughout Wisconsin.
- The extent to which the applicant budget is complete and displays how funds will support small businesses. Funds cannot be used to cover administrative costs or the provision of technical assistance.
- The extent to which the applicant has secured match funds (a match is not required).
- The extent to which the applicant has demonstrated experience administering loan/grant funds.
 - If a Revolving Loan Fund is proposed then objectives, financing strategy (terms, eligibility, use of funds), Operational procedures (application process, underwriting, disbursement, loan monitoring, marketing plans), a full summary of the applicant's organizational capacity to run an RLF must be provided.
- The extent to which the applicant has a plan to disburse grant funds within the first 18 months of the project window.

How to Apply: An interested applicant should contact a WEDC Account Manager to determine if their project is right for the program. Upon review of the project, and alignment with eligibility criteria, an applicant will be invited to submit their application through Network Wisconsin.

Award Process: The completed application will be assigned to a scoring committee for review and recommendation. A WEDC underwriter will be assigned to review each recommended award and go through the award review process.

Performance Reporting: Awardees will submit periodic performance reports via Network WI documenting specific project activities and any other contract deliverables. WEDC requires two performance reports throughout the project: an annual report and one at the end (assuming a 24–36-month project period).

WEDC annually selects awards on a sample basis for an audit. All backup documentation to the performance report and financial records must be maintained by the Recipient for at least three (3) years after the last performance report is due.

WEDC may impose additional reporting requirements to evaluate project performance and to ensure compliance with contract deliverables.

Revision History

Program Inception – Fiscal Year 2025

**RESOLUTION AUTHORIZING THE SUBMISSION OF A SMALL BUSINESS
DEVELOPMENT GRANT APPLICATION**

October 15, 2024

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) is piloting a Small Business Development Grant (SBDG) program to encourage communities and economic development partners to invest in their small businesses by developing programs to support small businesses and small business creation; and

WHEREAS, the City of Green Bay (the “City”) recognizes the vital role small businesses play in fostering economic growth, creating jobs, and enhancing the quality of life for its residents; and

WHEREAS, the City seeks to promote small business development through access to Revolving Loan Funds that can assist with various business needs, including but not limited to start-up expenses, marketing, operational improvements, working capital, equipment purchases and workforce development; and

WHEREAS, applying for the Wisconsin Economic Development Corporation SBDG program will provide the City with resources to support local entrepreneurs and strengthen the community’s economic base; and

WHEREAS, a resolution authorizing the submission of a grant application by the City of Green Bay is a prerequisite for the submission of a Small Business Development Grant application; and

WHEREAS, should a Small Business Development Grant be awarded and accepted, the City will maintain, document and submit periodic performance metrics and other contract deliverables until completion of the project; and

WHEREAS, the City is committed to ensuring that all eligible small businesses within its jurisdiction, including businesses that are diversely owned by minorities, women, and veterans, have access to these valuable resources;

THEREFORE, BE IT RESOLVED, by the Common Council of the City of Green Bay that the City requests funds available from the Wisconsin Economic Development Corporation through the SBDG program and will comply with all of the requirements of the program and hereby authorizes the Development Director to act on the behalf of the City to submit a SBDG application to WEDC, sign documents and take necessary action to undertake, direct and complete approved grant activities.

BE IT FURTHER RESOLVED that the City of Green Bay shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Adopted _____

Approved _____

Mayor

City Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # Q.4

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

BACKGROUND

APPROVED AT COMMON COUNCIL MEETING ON 9/17/2024 AT A RATE OF 6.0%, REVISED APPLICATION AT 5.5%.

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 a shortfall in guarantee occurs, the Developer will be invoiced for the annual shortfall.

The City of Green Bay has debt limit capacity for this loan. As of 12/31/2023, the City of Green Bay was at 35.8% of the state debt limit.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. STFL 5.5% \$2M SW Woods

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: September 26, 2024

Received and filed in Madison, Wisconsin:

ID # 05606047

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 **5.50** 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 **5.50** 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

October 15, 2024

PREPARED BY

AGENDA ITEM # Q.5

To approve a resolution to re-approve the state trust fund loan application from the Board of Commissioners of Public Land for \$5,500,000 financing with lower interest rate for JBS diverse neighborhood infrastructure, park, and boulevard.

BACKGROUND

APPROVED AT COMMON COUNCIL MEETING ON 9/17/2024 AT A RATE OF 6.0%, REVISED APPLICATION AT 5.5%.

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 for public infrastructure & park improvements.

\$9.8M in developer's incentives to repay the loan over 20 years.

The City of Green Bay has a debt limit capacity for this loan. As of 12/31/2023, the City of Green Bay was at 35.8% of the state debt limit.

RECOMMENDATION

Approval of the Request.

FISCAL IMPACT

ATTACHMENTS

- I. STFL 5.5% \$5.5 JBS

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: September 26, 2024

Received and filed in Madison, Wisconsin:

ID # 05606046

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 **5.50** 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 **5.50** 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

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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

October 15, 2024

PREPARED BY

AGENDA ITEM # Q.6

To approve a resolution to re-approve a state trust fund loan application from the Board of Commissioners of Public Land for \$1,000,000 for financing with a lower interest rate for a pass-through loan to Developer of Public Market.

BACKGROUND

APPROVED AT COMMON COUNCIL MEETING ON 9/17/2024 AT A RATE OF 6.0%, REVISED APPLICATION AT 5.5%.

New TID #29 – Public Market

The Developer requests a pass through loan to redevelop the Old Fort Square office building into a public market facility by On Broadway.

The 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.

The City of Green Bay has debt limit capacity for this loan. As of 12/31/2023, the City of Green Bay was at 35.8% of the state debt limit.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. STFL 5.5% \$1M Public Market

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: September 26, 2024

Received and filed in Madison, Wisconsin:

ID # 05606048

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 **5.50** 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.

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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.

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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

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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.

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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:

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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



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # Q.7

To approve a budget amendment resolution for unbudgeted overtime for special events.

BACKGROUND

RECOMMENDATION

Approval of the Request.

FISCAL IMPACT

ATTACHMENTS

- I. Combined Resolution for 10.8.24 Finance Meeting

**RESOLUTION AUTHORIZING
BUDGET AMENDMENT**

October 15, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

Pursuant to the recommendation of the Finance Committee at its meeting of October 8, 2024, the following 2024 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
Increase:	101300 50501	Police-Overtime	\$73,666.80
Increase:	101300 46223	Police Overtime Reimbursement	\$73,666.80

***This budget amendment is for 2024 unbudgeted overtime for staffing at the FBI and Internet Crimes Against Children Task Forces and unbudgeted special events such as the Packer Concert, Ignight Markets on Broadway, Friday's on the Fox, Art Fest, Flex WCRC Football Camp, Rear In Gear 5K, WI Chiefs Conference, Islamic Society of WI, Notre Dame Academy Football game, Presidential Rallies and Farmer's Markets.*

Increase:	101300 50501	Police-Overtime	\$7,279.63
Increase:	101300 43210 27327	Police Overtime Reimbursement	\$7,279.63

***This budget amendment is for 2024 unbudgeted overtime for being reimbursed by the Police2Peace Grant.*

Increase:	101400 50501	Fire-Overtime	\$5,415.74
Increase:	101400 46223	Fire Overtime Reimbursement	\$5,415.74

***This budget amendment is for 2024 unbudgeted overtime for staffing at events such as the Packer 5K, UWGB Cross Country, UWGB Festival, Presidential Rallies and Packer Concert.*

Increase:	101400 50501	Fire-Overtime	\$893.75
Increase:	101400 43611	Fire-State Overtime Reimbursement	\$893.75

***This budget amendment is for 2024 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # R.1

To approve the request by the Baird Creek Preservation Foundation to host a prescribed prairie burn in the Baird Creek Greenway, adjacent to McKenzie Lane, contingent upon the Fire Department review and approval.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. McKenzie Lane Burn Plan



Prescribed Burn Plan

Wisconsin Job Sheet 338

Natural Resources Conservation Service

Plan must be submitted at least 60 days prior to burn. Burn plans with **ANY** missing items will not be reviewed.

Baird Creek Preservation Foundation

Landowner/Operator: City of Green Bay Date: 9/27/2024
Address: 100 N. Jefferson St, Green Bay, WI 54301
Phone Number: (920) 328-3505 E-mail: kelli@bairdcreek.org
Entity Responsible (individual/organization) for conducting burn: NES Ecological Services
Address: 1250 Centennial Centre Boulevard Hobart, WI 54155
Phone Number: (920)499-5789/(920)536-0675 E-mail: nkintopf@releeinc.com

Burn location address (include fire number): 0 Brook Park Drive, Green Bay, WI 54303 (w/in Baird Creek Parkway)

County: Brown TWP: 24 N Range: 21 ☒ E ☐ W SE ¼ Section: 34

Total Acres in Burn Unit: 1.3

Objective of the burn (check all that apply)

- | | |
|--|--|
| ☐ Control woody/invasive species | ☐ Promote grasses in cool season stands |
| ☐ Promote legumes in cool season stands | ☐ Promote grasses in warm season stands |
| ☐ Promote forbs and legumes in warm season stands | ☒ Preparation for seeding or planting |
| ☐ Species specific habitat management | ☐ Oak regeneration ☐ Pine regeneration |

Vegetation (list all dominant species, both herbaceous and woody).

Species	Height	Percent of Stand
Treated/Dead vegetation	>1'	100

Switchgrass comprises more than 50% of stand? ☐ Yes ☒ No
Woody species comprise more than 10% of stand? ☐ Yes ☒ No

Acceptable Conditions: Document actual conditions in the Go/No Go checklist (page 4) on the day of the burn. If any of the following constraints cannot be met or are on the edge of the limits for more than one parameter, **do not** burn that day.
(Red Flag Conditions: Temp >80°F **or** Wind >18 mph **or** Relative Humidity <25%; Avoid light and variable winds; **DO NOT burn within 12 hours of an approaching weather front or during Orange/Red Air Quality days (see link below).**

- Temperature 40-80°F
- Preferred **steady** wind 3-18 mph from NW Indicate direction on burn plan map.
Other acceptable direction(s) for burning are: N, W, SE
- Relative humidity 30-60%

Notification Phone Numbers:County Sheriff Dispatch: 9203917470 Local Fire Department Chief: (920) 448-3289WDNR Dispatch (in WDNR protection areas – <http://dnr.wi.gov/topic/ForestFire/permits.html>): _____Neighbors (all adjoining the property to be burned): see continuation sheet**PERMITS NEEDED:** (list all appropriate permits). WDNR and townships often require permits.

Permitter/Person (if known)	Phone Number	Date Obtained
GB Metro Captain Todd Coolman	(920) 619-0956	

☐ Neither WDNR nor the township requires a permit for this location.**Burn Boss** (if known): Nick Kintopf Qualifications: S-130/190/290/390/219/131/133/212
ICS-100/200/700, L-180/280**Number of people planned to conduct burn** (3 minimum): 3**Safety and Burn Equipment** (list number of each item needed):*Items marked in **BOLD** are highly recommended to provide adequate safety for crew members.

<u>2</u> Drip Torch	<u>1</u> Pumper Truck	<u>x</u> Cell Phones
<u>x</u> Lighters	____ Portable Pump	<u>x</u> Leather Gloves
<u>2</u> Backpack Pump	<u>x</u> 2-Way Radios	<u>x</u> Eye Protection
<u>1</u> Chainsaw	<u>x</u> Rakes	<u>x</u> Drinking Water
<u>2</u> ATV with Water Supply	<u>4</u> Signs for Highway	<u>x</u> Natural Fiber Clothing/Nomex
<u>x</u> First Aid Kit	<u>1</u> Weather Kit	<u>x</u> Hightop Lace-up Leather Boots
<u>x</u> Flappers	<u>x</u> Hard Hat	
____ Other (explain): <u>500 gallon water buffalo</u>		

How will the burn team communicate? directly and radio (cellphone if necessary)**Useful Prescribed Fire Websites:**

- Weather: <http://radar.srh.noaa.gov/fire/> or <http://dnr.wi.gov/topic/ForestFire/forecasts.html>
- Fire Danger/Permits: <http://dnr.wi.gov/topic/ForestFire/restrictions.asp>
- Wisconsin Prescribed Fire: <http://www.prescribedfire.org>
- Smoke web site: <http://shrmc.ggy.uga.edu/maps/vsmoke.html>
- DNR Fire Management Guidelines: <http://dnr.wi.gov/topic/ForestManagement/documents/guidelines/chapter17.pdf>
- Topographic maps, air photos: <http://mapper.acme.com/>

Burn Plan Map: ATTACH AND LABEL an aerial photo (<http://websoilsurvey.nrcs.usda.gov>, <http://mapper.acme.com/>, <http://msrmaps.com/>, <http://maps.google.com/>, or other map site) identifying all of the following items. **All items listed below MUST be addressed on the map. Burn plan map must be based on preferred wind direction.**

- ☒ Location of burn unit; acres to be burned
- ☒ Type, size and location of the firebreaks (minimum width 2 times the vegetation height)
- ☒ Test burn location according to preferred wind direction
- ☒ Smoke considerations
- ☒ Property boundaries and fences
- ☒ Escape routes, safety zones, water resources, hazards
- ☒ Secondary Control Lines
- ☒ Access roads to burn unit
- ☒ Label backfires
- ☒ Label headfires
- ☒ Slope map included (topographic map or NRCS soil map)
- ☒ Special concerns or areas needing special protection from smoke and/or fire (roads, buildings, power poles, etc.)

Ignition Plan Narrative: The narrative **MUST** include **all** of the following items:

- 1) Sequence of the burn and fire type
- 2) Use of test fire to determine go/no-go regarding fire and smoke concerns
- 3) Measures to address smoke and fire concerns to roads, homes and adjoining property
- 4) Slope considerations

Fire sequence:

1. Establish test burn at POI.
2. Upon completion of successful test burn, simultaneously light backing fire from POI to A & POI to B. Each line will be held with a skid sprayer equipped UTV.
3. Once adequate black is established on the south and east lines and half of the unit has been consumed, light from A and B meeting at C to ring the burn.

If unit is to be burned with an alternate wind, fire sequence will be:

1. Establish test burn and POI at most downwind and secure point of unit.
2. After successful test burn has been completed, black line will be created downwind by lighting along the breaks in both directions away from POI, each line will be held with a UTV with skid sprayer.
3. Perimeter ignition will continue with increasing black while lighting flanking fire along breaks to allow the majority of the unit to be consumed by backing and flanking fire.
4. Once the majority of the unit has been burned, light head fire to ring the burn.

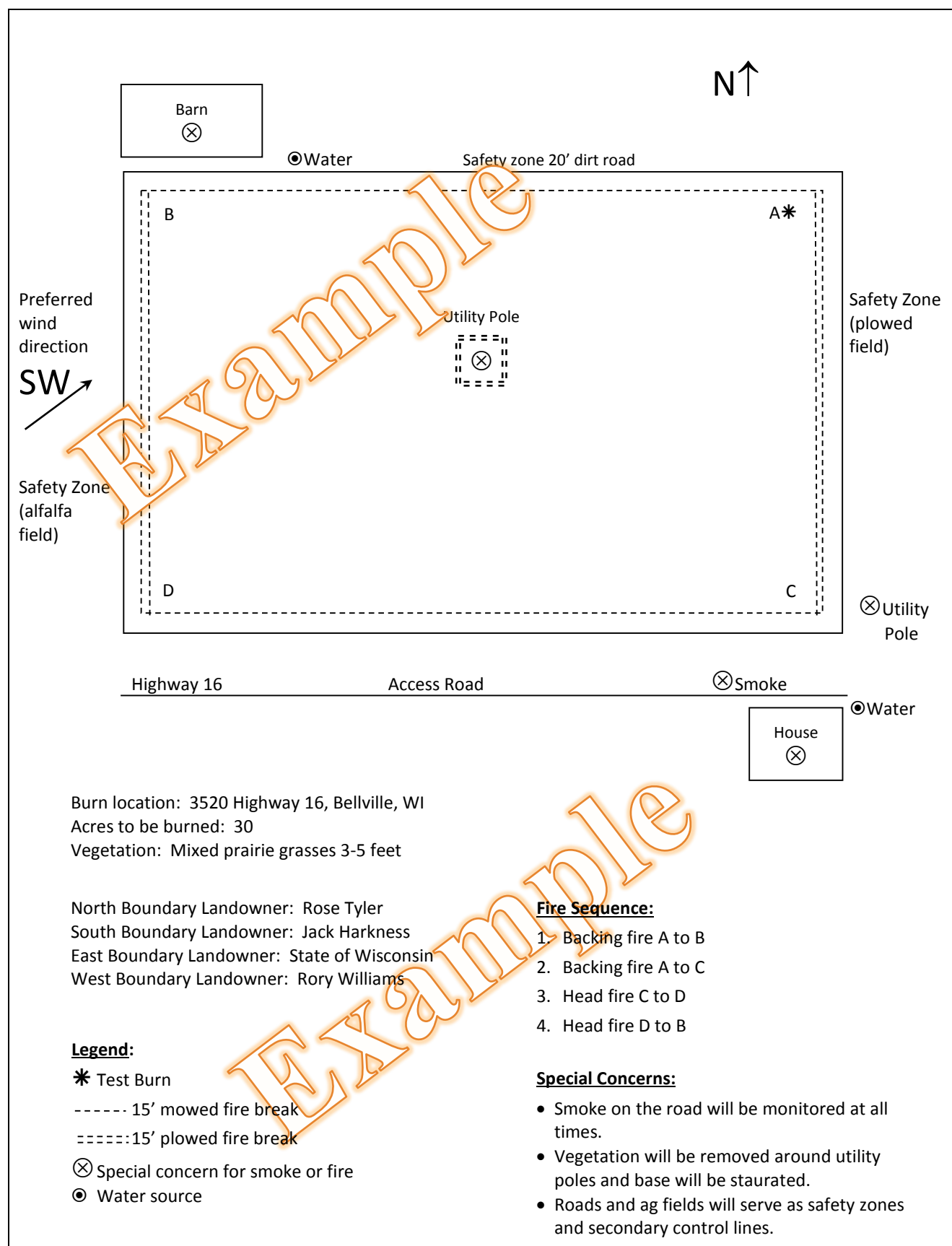
Continue on last page if more space is needed.

Mop-up Plan (Identify mop-up concerns and time crew will be on site after fire is extinguished)

Mop up will be completed using UTV's with sprayer tanks, as well as with back pack sprayers. Immediately following burn, all personnel will participate in extinguishing all smokes within 100' of the burn break. No one will leave the burn without verbal permission directly from the burn boss, and the burn will be staffed until all smokes are extinguished.

Continue on last page if more space is needed.

EXAMPLE BURN MAP – Please create a site-specific map for the prescribed burn.



Contingency Plan

- Where is the fire most likely to get out of control? in the grasslands to the south and east, in the wooded areas to the west
- In the event of the fire getting out of control, would you directly attack or is there another back up plan? Direct attack
- How would the fire department/rescue access the burn site with heavy equipment? via McKenzie Lane or Highway 43
- What is the contingency plan if smoke on the road becomes a safety issue? Rx burn signs will be stationed to alert motorists of potential hazard prior to burn. In the event of smoke over the roadway, flaggers will be used.

Smoke and Fire Concerns (check all that apply). For each item checked, enter the distance from the burn site.

- ☒ Subdivision: 0.1 mile(s) ☐ County Highway: _____ mile(s)
☒ Municipality: within Green Bay mile(s) ☐ Town Road: _____ mile(s)
☒ State or Federal Highway: 0.1 mile(s) ☒ Other: Apartment Complex (adjacent to site)

Certification: I acknowledge that I may be held liable for any and all damages and/or suppression costs if the fire escapes, smoke damage occurs, or accidents are caused as a result of the prescribed burn.

Landowner Signature

Date

Plan Written By

Date

NRCS Burn Class

NRCS Review – Meets 338 Prescribed Burning Standard

NRCS Job Approval Level

Date

Continuation Sheet

Contact information:

Brook Park Properties (Cutlass LLC) 920-677-3394

GO/NO GO CHECKLIST

Date of Burn: _____ Time of Burn: _____

- ☐ All burn plan personnel are on site
- ☐ All personnel have appropriate safety gear
- ☐ All personnel have been briefed and aware of their assignments and the burn unit
- ☐ All personnel are aware of the objectives, ignition plan, extra resources, escape routes, and safety zones
- ☐ All necessary permits and approvals have been obtained
- ☐ All pre-burn contacts have been made (dispatcher/local fire department)
- ☐ Adequate burn map provided to all personnel
- ☐ All smoke management specifications are met and addressed

- ☐ Wind direction (within burn plan specifications); Actual direction on site: _____
- ☐ Wind speed (3-18 mph); Actual wind speed on site: _____
- ☐ Relative Humidity (25-60%); Actual RH on site: _____
- ☐ Temperature (40°F - 80°F); Actual temperature on site: _____

- ☐ Above weather parameters are within burn plan prescription
- ☐ All of the necessary equipment is available and operational
- ☐ The contingency plan and available resources have been discussed and are available
- ☐ All fire prescription elements are met

Burn Boss

Date

POST-BURN RESULTS (IMMEDIATE)

Crew members: _____

Equipment: _____

Were burn objectives met? Explain: _____

Fire behavior: _____

Recommended changes: _____

Time fire was completed and out: _____

POST-BURN RESULTS (DELAYED: 30 – 90 DAYS)

Narrative (% shrubs/trees killed, other vegetative responses, future recommendations, etc.):

Continue on last page if more space is needed.

McKenzie Lane
Baird Creek Preservation Foundation
Prescribed Burn Plan Map
NES Project No. 15047014
9/27/2024

Section 34, T24N, R21E
City of Green Bay
Brown County, WI

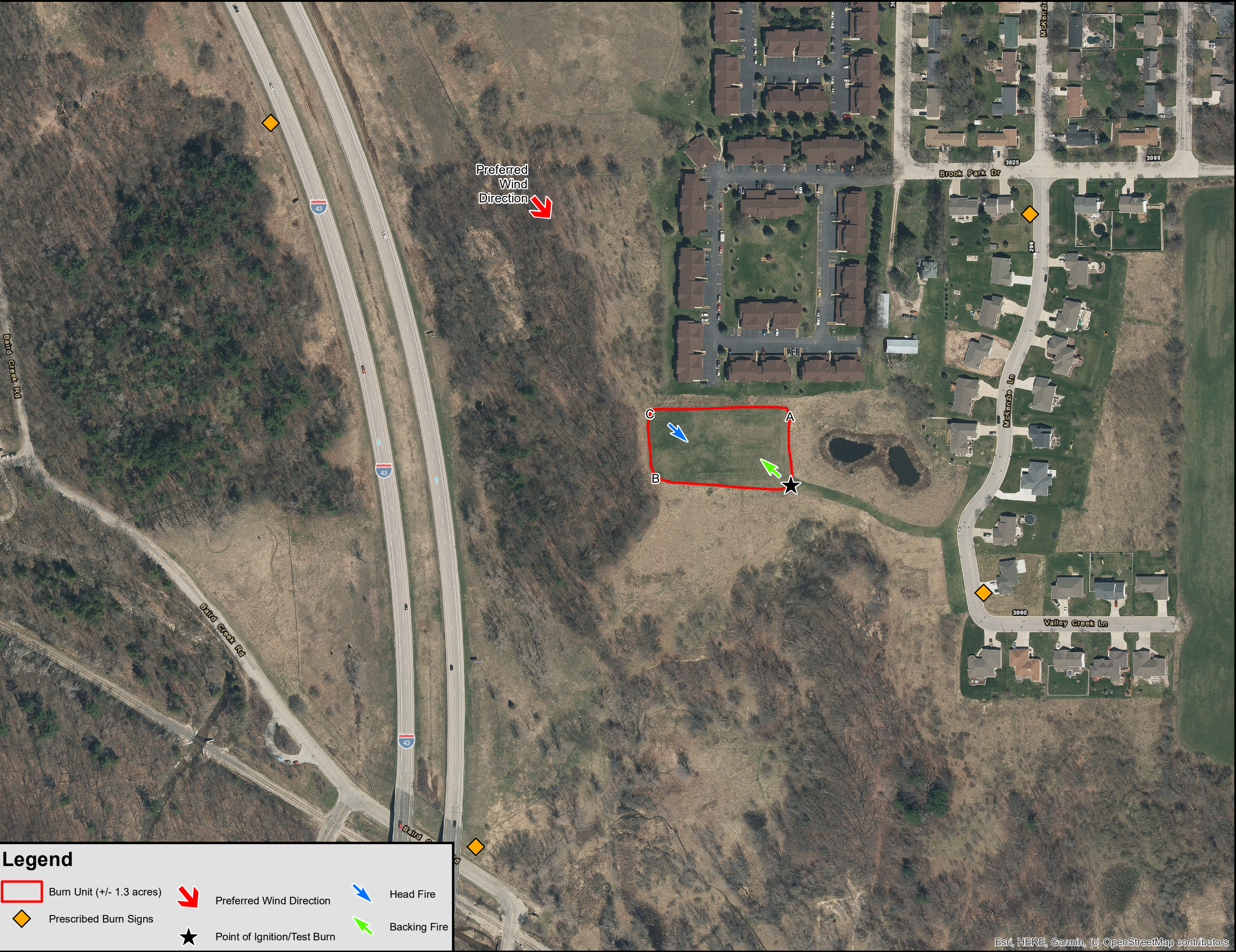
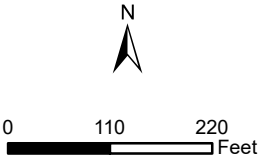


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China

Extent of large map shown in red.

- Fire Sequence:**
1. Establish test burn at POI.
 2. After successful test burn has been completed, simultaneously light backing fire from POI to A & POI to B.
 3. Once adequate black is established on the south and east lines and half of the unit has been consumed, light from A and B meeting at C to ring the burn.

Alternate Winds:
N, W, SE



Legend

Burn Unit (+/- 1.3 acres)

Prescribed Burn Signs

Preferred Wind Direction

Point of Ignition/Test Burn

Head Fire

Backing Fire

Esri, HERE, Garmin, (c) OpenStreetMap contributors



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # R.2

To approve a Utility Easement with Wisconsin Public Service Corporation to provide gas service to the Triangle Hill Sports Area, contingent upon the Law Department review and approval of the easement.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Easement_City of Green Bay_3418325

3324772

Easement

THIS INDENTURE is made this _____ day of _____, by and between **City of Green Bay, a Municipal Corporation** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the Parcel described in Brown County Register of Deeds as Document Number 2835198, being part of the Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4) of Section 33, Township 24 North, Range 21 East, City of Green Bay, County of Brown, State of Wisconsin, **as shown on the attached Exhibit "A".**

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number
(PIN)

21-1243

- 1. Purpose: GAS** - The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

City of Green Bay, a Municipal Corporation
Organization Name

Sign Name
Print Name & Title

Sign Name
Print Name & Title

STATE)
OF _____)
COUNTY)
OF _____)SS

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ **City of Green Bay, a Municipal Corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name
Print Name

Notary Public, State of
My Commission expires:

This instrument drafted by: Kate Troudt
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1480231	WMIS-3418325	3324772	INT11-480-231

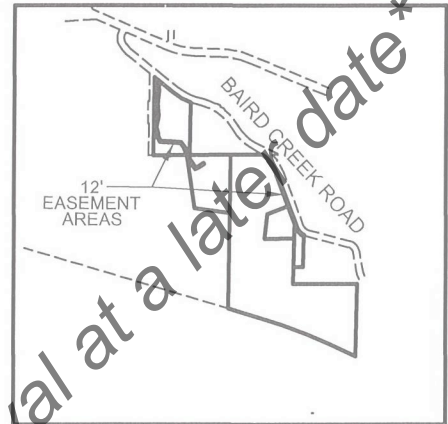
EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY

MAP (EXHIBIT "A")

Part of the Parcel described in Brown County Register of Deeds, recorded as Document No. 2835198, being part of the Southeast Quarter of the Northeast Quarter (SE1/4 - NE1/4), and part of the Northeast Quarter of the Southeast Quarter (NE1/4 - SE1/4) of Section 33, Township 24 North, Range 21 East, City of Green Bay, County of Brown, State of Wisconsin.

LOCATION MAP
NOT TO SCALE



BEVERLY ROAD

12 FOOT WIDE EASEMENT

CITY OF GREEN BAY
DOCUMENT #2835198
TAX PARCEL 21-1243



NORTH

75 0 75 150FT
SCALE IN FEET

SECTION CORNER

EASEMENT AREA

EXISTING RIGHT OF WAY

EASEMENT CENTERLINE

OWNER'S PROPERTY LINE

MINOR LOT LINE

SECTION LINE

POC

POB

POINT OF COMMENCEMENT

POINT OF BEGINNING

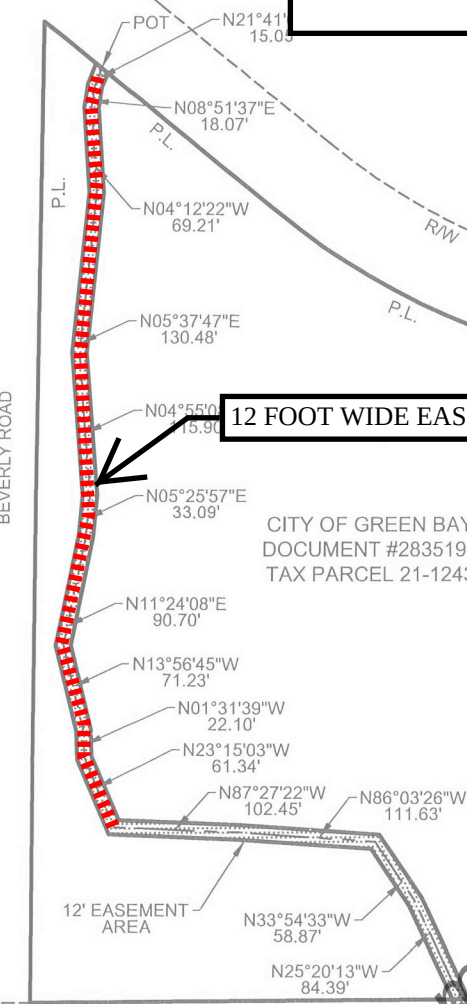
POINT OF TERMINATION

POC
SW CORNER
SECTION 34
T24N-R21E

CITY OF GREEN BAY
DOCUMENT #2835198
TAX PARCEL 21-308

SOUTH 1/4
CORNER
SECTION 34
T24N-R21E

N89°58'27"W 2604.30' CORNER TO CORNER
SOUTH LINE OF THE SOUTHWEST 1/4





Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # S.I

To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.

a. Arborist II

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Personnel Committee Request to Fill Memo
2. Arborist II - E. Allan 10.11.24

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: October 8, 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.

- Arborist II – Replacement position due to the resignation of Evan Allan effective October 11, 2024. This position is budgeted at \$27.36 - \$32.18 annually (Grade G).

**Position Fill Request
Justification Report
October 11, 2024**

Position Title: Arborist II

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This position will be vacant as a result of the resignation of Evan Allan effective at the end of the work day on October 11, 2024.

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, the position is currently funded in the Forestry budget. The current wage range is \$27.36 - \$32.18 per hour (Pay Grade G).

- 3. Please list the functions and any special information regarding this position.**

Arborist II positions are responsible for tree pruning, tree removal and tree planting of 38,000 street trees and 10,000's park and conservancy trees in Green Bay. These are highly trained positions that use aerial bucket trucks and utilize technical rigging to perform tree work safely and efficiently.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

In house staffing instead of contracting these positions reduces expenses. The tree work done by these positions also reduces liability claims and exposure by properly maintaining city owned trees.

- 5. Please explain why current staff is unable to absorb duties of this position.**

There are 9 Arborist II positions. A vacant position makes it even harder for staff to keep up with workload.

- 6. If duties of position are presently being done, how are they done?**

Work is being done by existing staff as able based on priority of need. The overall needs outweigh current available staff.

7. What service would be reduced or eliminated if this position is not filled?

Tree pruning, stump grinding and tree planting will not be able to completed at current rate. This in turn will cause a greater back log than already present.

8. What are the alternative methods and costs of accomplishing the work?

There are none at this time. Forestry is not funded to contract work. Contract work is more costly than City staff.

9. Are there union issues?

There are no union issues.

10. Other supporting comments.

Without this position filled, we will not be able to get done the things we have planned at this time of the season, which will include storm response, planting, and trimming of trees.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # S.2

To approve the proposed Health, Dental, Vision, Life, and Disability benefits starting January 1, 2025.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ebinder 10.08.2024 Personnel Committee Meeting



Human Resources Department
100 North Jefferson Street - Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee

From: Joseph Faulds, Chief of Operations

Re: City of Green Bay 2025 Benefits Recommendation

Date: October 8, 2024

I. BACKGROUND

This year the City used its insurance broker—M3 Insurance—to assess alternative health benefits offerings to promote consumerism while maintaining high quality health insurance benefits for all members. The evaluation included a request for proposal, interview and evaluation process of Pharmacy Benefit Managers (PBM) as well as additional benefit plan design and program offerings through our third-party administrator, UMR.

The purpose of these evaluations is to ensure that the City offers competitive and comprehensive benefits to attract and retain employees while maintaining financial sustainability for the City and taxpayers.

The benefits package proposed has been evaluated by M3, the City's HR Department, and the City's Benefit Committee. The following is an overview of what the benefit package changes are recommended.

II. 2025 BENEFITS PACKAGE PROPOSAL

Health Insurance:

Self-insured

The City is self-insured which means the City collects the premiums from employees and the employer contribution to be used to pay for medical claims. The City uses UMR as the third-party administrator to administer the medical claims.

2025 Budget Impact

Without making any changes to our health plan design or employer contributions, the City would be looking at a 10% or more increase to premiums. This would result in a minimum of \$640,000 added to the City's general levy.

To address this issue, the City is proposing changes outlined in more detail below. The impact of those changes on our budget is significant. Instead of adding costs to the City's budget, the City is able to reduce

approximately \$600,000 on the general levy as well as reduce \$1,200,000 in fixed costs to the City health fund. The proposed changes and reductions in expenses positively impact our taxpayers, employees, and help sustain our self-insured health fund.

The reasons why the City can reduce our budget is from (1) the projected savings from the Family Savings Plan; (2) offering base plan options of the High Deductible Health Plan and Surest; (3) having higher employee cost share with our current PPO health plan option and (4) negotiated cost savings with our Pharmacy Benefit Manager.

Health Insurance Plan Design and Options

There are no design changes (deductible, copay, or out of pocket remain the same) to the current PPO or HDHP plans. The City is adding a third option—Surest—which adds a new plan design that has no (\$0) deductible and variable copays for all services based on the quality and cost rating of the provider and place of service. Surest uses a robust technology platform to assist employees in selecting the best provider for them and transparently communicating the cost of their care up to the annual maximum out of pocket. Members selecting the Surest plan will continue to have access to the comprehensive primary care, physical therapy, and urgent care services available to health plan members in partnership with Prevea Health and Emplify (Bellin Health).

The City is recommending that the rates for the Surest plan be set the same as the HDHP with no increase to the HDHP rates from 2024. The intent is to incentivize members who choose a consumer driven approach to their health care while having the flexibility of choosing an HSA (health savings account) eligible HDHP plan or through the \$0 deductible Surest plan.

The City is proposing that the HDHP and Surest plans be treated as the base plan for purposes of determining the employer portion of the premium. The employee contributions for the HDHP and Surest plans would be set at 11.5% of the premium for those completing their annual preventive exam and meeting Health 1265 requirements; 12.5% for those completing their annual preventive exam; and 15% for those choosing not to participate in the wellness premium incentive offerings. For those selecting the PPO plan, the employee would pay an additional 5% toward the premium. PPO employee contribution rates would be 16.5% of the premium for those completing their annual preventive exam and meeting Health1265 requirements; 17.5% for those completing their annual preventive exam; and 20% for those choosing not to participate in the wellness premium incentive offerings.

In order to provide the consumer driven health care options at lower premiums, the City is recommending a premium increase of roughly 7% and the cost sharing listed above to the PPO plan. Members who wish to retain this robust coverage with no incentive for choosing a high quality, lower cost provider would see this increase through the PPO plan premiums.

Plan designs for each plan offered as well as additional information regarding Surest is provided for your reference.

Family Savings Plan:

The Family Savings Plan (FSP) is administered by Network Health Plan (NHP) and is in a rate hold.

Dental Insurance:

The City's dental plan is currently self-funded with Delta Dental as the third-party administrator. M3 is

recommending a 5% increase to the Delta Dental premiums based on utilization of the plan. However, based on the budget constraints the City will not be increasing premiums and will keep them the same as the 2024 rates. Additionally, the City offers employees access to a fully-insured dental plan through Care Plus (Dental Associates) which is currently in a rate hold and will see no premium change for this year.

Vision Insurance:

Our vision insurance is with Superior Vision and is in a rate hold. The City employees will see no premium change for this year.

Disability and Life Insurance:

The City's disability, employer-sponsored life and voluntary life insurance plans (financial benefits) are offered via The Standard. All plans are in a rate hold and will see no premium change for this year.

Flexible Spending, COBRA and Health Savings Accounts:

The City approved transitioning these benefits to Associated Bank effective January 1, 2025. We have begun the implementation process of this transition from EBC to Associated Bank.

II. 2025 BENEFITS PACKAGE RECOMMENDATION

The recommendation is to continue as self-funded with UMR as the third-party administrator without any plan design changes to the current plans and to add Surest as an additional option for employees with the premium contribution structure outlined above; continue with the Family Savings Plan; continue Delta Dental with a 0% increase to premiums; and continue all other benefits which are in a rate hold.



Projected Funding Levels: 01/01/25 to 12/31/25

Prepared for The City of Green Bay

Completed: 9/18/2024
Version 3.1.1

\$500,000 + \$70,000 Specific Stop Loss Deductible - TMHCC - Combined - UMR/FSP - 60% PPO Plan to Surest Migration

I. TREND ASSUMPTIONS

Medical Trend	7.1%	
Prescription Drug Trend	10.3%	
Blended Trend	8.1%	Represents blend of medical & Rx trend based on group experience
Renewal Date	1/1/2025	7/2/2025
Projection End Date	12/31/2025	12

II. HISTORICAL CLAIMS EXPERIENCE

	3/1/2024	3/2/2023
EXPERIENCE PERIOD	09/01/23 - 08/31/24	09/01/22 - 08/31/23
Paid Medical Claims	\$6,085,035	\$7,436,487
Paid Prescription Drug Claims	\$3,046,866	\$2,907,830
Near Site Utilization	\$238,211	\$222,383
Less Pooled Claims (@ \$500,000 Stop Loss Deductible)	\$0	\$0
Estimated Savings from Rx Change on 1/1/2024	(\$134,467)	(\$322,721)
Plan Migration Adjustment Factor ⁽¹⁾	0.997	0.994
Adjusted Paid Claims	\$9,205,601	\$10,180,166
Number of Months in Experience Period	12	12
Annualized Adjusted Paid Claims	\$9,205,601	\$10,180,166
Weighted Average Members ⁽²⁾	1,448	1,611
Claims per Member per Year	\$6,360	\$6,318
Trend to Midpoint (number of months)	16.0	28.0
Trend to Midpoint (trend factor)	1.1091	1.1989
Projected Claims per Member per Year	\$7,053	\$7,575
Weight	70%	30%
Weighted Average Claims per Member per Year	\$7,210	

⁽¹⁾ Claims Adjustment due to Plan Migration

⁽²⁾ Enrollment is lagged three months.

III. CALCULATION OF FUNDING LEVELS

1. Variable Costs

Current Member Count	1,406
Projected Plan Year Medical/Rx Claims	\$10,136,800
Medical/Rx Savings from Surest Move	(\$776,277)
Projected Plan Year Medical/Rx Claims after Adjustments	\$9,360,523

2. Fixed Costs

	Single Rate PEP	Family Rate PEP	Total Annual Cost	Notes to Data
Base Medical Service Fee	\$12.59	\$12.59	\$49,705	UMR Current Fee (PPO and HDHP Only)
Provider Network Fees	\$16.87	\$16.87	\$66,603	United Healthcare Choice Plus (PPO and HDHP Only)
Utilization Management/Case Management/Emerging CARE	\$4.46	\$4.46	\$17,608	UMR Current Fee (PPO and HDHP Only)
Deductible Reimbursement Account	\$4.14	\$4.14	\$16,345	UMR Current Fee (PPO and HDHP Only)
Medical and Pharmacy Integration	\$1.10	\$1.10	\$4,343	UMR Current Fee (PPO and HDHP Only)
Medical Insured Carve Out Coordination	\$0.40	\$0.40	\$1,579	UMR Current Fee (PPO and HDHP Only)
Retiree Billing	\$4.41	\$4.41	\$1,058	UMR Current Fee (PPO and HDHP Only)
Teladoc	\$0.97	\$0.97	\$3,830	UMR Current Fee (PPO and HDHP Only)
Managed Transplant Program	\$8.75	\$20.01	\$108,952	OptumHealth Renewal
Specific Stop Loss (\$500,000 deductible)	\$12.67	\$48.74	\$231,053	HCC Current +10% Estimated Increase
Interactive Reporting	\$1.25	\$1.25	\$9,600	Springbuk
Other Fees	\$2.60	\$2.60	\$20,000	On-Site Services
Other Fees	\$4.43	\$4.43	\$34,000	HSA Incentive
Other Fees	\$7.46	\$7.46	\$57,289	M3 Consulting Fee
Other Fees	\$2.60	\$2.60	\$20,000	Health 1265 Incentives
Other Fees	\$2.34	\$2.34	\$18,000	MyInertia Fees
Other Fees	(\$94.22)	(\$94.22)	(\$723,640)	Rx Rebates
Other Fees	(\$0.21)	(\$0.21)	(\$1,620)	Specialty Med Rebates
Other Fees	\$5.83	\$5.83	\$44,770	EBC PBA Maintenance
Other Fees	\$1.08	\$1.08	\$8,300	Flu Shots
Other Fees	\$11.31	\$11.31	\$86,879	Wellness Administrator
Other Fees	\$16.28	\$16.28	\$125,000	PBA Dollars
Other Fees	\$1.24	\$1.24	\$9,500	CLA ACA Reporting
Other Fees	\$3.91	\$3.91	\$30,000	Benefits Software
Other Fees	(\$156.25)	(\$156.25)	(\$1,200,000)	Transfer from FSP Deductions
Other Fees	\$0.92	\$0.92	\$7,042	PCORI Fee \$3.22 PMPY
Other Fees	\$9.11	\$9.11	\$70,000	Aggregating Specific Deductible
Surest Admin Fee	\$56.00	\$56.00	\$208,992	Surest Proposal (Surest Only)
Stop Loss Reporting Fee	\$5.00	\$5.00	\$18,660	Surest Proposal (Surest Only)
Total Fixed Costs=			(\$656,152)	

Projected Overall Plan Year Expenditures \$8,704,371

Projected Funding w/ Current Rates \$9,044,454

Calculated Funding Rate Increase -3.76%

		Current Funding Rate (Surest Rates are Current PPO Rates)	Calculated Funding Rate	Proposed Funding Rate v1	Proposed Funding Rate Increase v1	Proposed Funding Rate v2	Proposed Funding Rate Increase v2
Plan Level	Current Contract Counts						
Single Coverage - Active - PPO	93	\$696.42	\$670.23	\$715.02	2.67%	\$747.25	7.30%
Family Coverage - Active - PPO	114	\$1,686.90	\$1,623.47	\$1,731.95	2.67%	\$1,810.02	7.30%
Single Coverage - Active - HDHP	82	\$611.45	\$588.46	\$627.78	2.67%	\$611.45	0.00%
Family Coverage - Active - HDHP	20	\$1,481.10	\$1,425.41	\$1,520.66	2.67%	\$1,481.10	0.00%
Single Coverage - Retiree - PPO	1	\$1,444.81	\$1,390.48	\$1,483.40	2.67%	\$1,550.26	7.30%
Limited Family Coverage - Retiree - PPO	0	\$3,565.38	\$3,431.32	\$3,660.60	2.67%	\$3,825.60	7.30%
Family Coverage - Retiree - PPO	0	\$3,565.38	\$3,431.32	\$3,660.60	2.67%	\$3,825.60	7.30%
Single Coverage - Retiree - HDHP	16	\$1,080.71	\$1,040.07	\$1,109.57	2.67%	\$1,080.71	0.00%
Limited Family Coverage - Retiree - HDHP	0	\$2,161.46	\$2,080.19	\$2,219.19	2.67%	\$2,161.46	0.00%
Family Coverage - Retiree - HDHP	3	\$3,728.20	\$3,588.01	\$3,827.77	2.67%	\$3,728.20	0.00%
Single Coverage - Active - Surest	139	\$696.42	\$670.23	\$627.78	-9.86%	\$611.45	-12.20%
Family Coverage - Active - Surest	172	\$1,686.90	\$1,623.47	\$1,520.66	-9.86%	\$1,481.10	-12.20%
Single Coverage - Retiree - Surest	0	\$1,444.81	\$1,390.48	\$1,109.57	-23.20%	\$1,444.81	0.00%
Limited Family Coverage - Retiree - Surest	0	\$3,565.38	\$3,431.32	\$2,219.19	-37.76%	\$3,565.38	0.00%
Family Coverage - Retiree - Surest	0	\$3,565.38	\$3,431.32	\$3,827.77	7.36%	\$3,565.38	0.00%
Totals	640	\$9,044,454	\$8,704,371	\$8,704,371	-3.76%	\$8,704,371	-3.76%

The recommended rates do not include the plan sponsor's 2% administrative allowance for COBRA Participants

Disclaimer: The calculated proposed funding rates represents our suggestion of what adjustment should be applied to current premium funding rates to meet future expected plan costs. M3 Insurance Solutions, Inc. will not be liable for any potential shortfalls or surpluses of dollars based on these projections.

		Current Employer Savings Amount	Forecasted Employer Amount (Current Plus SF Increase)	Current Q2 FSP Ave Cost PEPM	Estimated FSP PEPM (Current Forecasted Increase)
FSP Deductions 8.01.24	July Enrollees				
Assumed Based on Total Enrollment minus Below Enrolled	49	\$0.00	\$0.00	\$699.12	\$672.83
	9	\$591.97	\$569.71	\$699.12	\$672.83
	3	\$609.37	\$586.46	\$699.12	\$672.83
	4	\$616.33	\$593.16	\$699.12	\$672.83
	1	\$738.76	\$710.98	\$699.12	\$672.83
	3	\$841.91	\$810.25	\$699.12	\$672.83
	31	\$841.92	\$810.26	\$699.12	\$672.83
	3	\$851.04	\$819.04	\$699.12	\$672.83
	8	\$866.70	\$834.11	\$699.12	\$672.83
	124	\$1,433.86	\$1,379.95	\$699.12	\$672.83
	45	\$1,476.04	\$1,420.54	\$699.12	\$672.83
	71	\$1,492.90	\$1,436.77	\$699.12	\$672.83
Yearly Total	351	\$4,784,259	\$4,604,365	\$2,944,680	\$2,833,956
2024 Estimated Savings from FSP (Employer Amount - FSP Cost)			\$1,770,408		

Health Insurance Benefit Comparison

City of Green Bay
Effective Date: 1/1/2024

\$1.2 Million FSP Contribution



Health Carrier	UMR		UMR		Surest	
	Copay Plan		High Deductible Health Plan		Surest D 5500	
Insurance Type	PPO		HDHP		Proposed Surest Plan	
Provider Network:	UHC Choice Plus Network		UHC Choice Plus Network		UHC Choice Plus Network	
Deductible	Single	Family	Single	Family	Single	Family
In Network	\$2,250	\$4,500	\$2,500	\$5,000	\$0	\$0
Embedded/Non-Embedded	Embedded		Non-Embedded		N/A	
Out of Network	\$4,500	\$9,000	\$5,000	\$10,000	\$0	\$0
Co-Insurance	80%		80%		100%	
In Network	60%		60%		100%	
Out of Network						
Maximum Out-of-Pocket	Single	Family	Single	Family	Single	Family
In Network	\$4,500	\$9,000	\$5,000	\$10,000	\$5,500	\$11,000
Embedded/Non-Embedded	Embedded		Embedded		Embedded	
Out of Network	\$9,000	\$18,000	\$10,000	\$20,000	\$11,000	\$22,000
Office Visits	PCP	Specialist	PCP	Specialist	PCP	Specialist
In Network	Ded/Coins	\$35 Copay	Ded/Coins	Ded/Coins	\$25 to \$130 Copay	
Bellin Primary & Urgent Care	Covered in Full		\$50 per Visit		Covered in Full	
Prevea Primary & Urgent Care	Covered in Full		\$75 per Visit		Covered in Full	
Teladoc (Virtual Care)	Covered in Full		\$54 per Visit		Covered in Full	
Out of Network	Deductible & Coinsurance		Deductible & Coinsurance		\$215 Copay	
Preventive Care						
In Network	Select Services Covered In Full		Select Services Covered In Full		Select Services Covered In Full	
Out of Network	Deductible & Coinsurance		Deductible & Coinsurance		\$195 Copay	
Urgent Care (non-Bellin or Prevea Providers)						
In Network	Deductible & Coinsurance		Deductible & Coinsurance		\$80 Copay	
Out of Network	Deductible & Coinsurance		Deductible & Coinsurance		\$200 Copay	
Emergency Room						
	\$300 Copay (waived if admitted)		Deductible & Coinsurance		\$850 Copay	
Hospital Services						
In Network	Deductible & Coinsurance		Deductible & Coinsurance		See Surest Proposal	
Out of Network	Deductible & Coinsurance		Deductible & Coinsurance		See Surest Proposal	
Prescriptions (Rx)						
Retail	\$5 / \$25 / \$45 / 10% (\$75 Max)		Deductible & Coinsurance		\$10 / \$90 / \$120 / \$330 / \$370 / \$400	
Mail Order	\$10 / \$50 / \$90		Deductible & Coinsurance		Not Covered	
Rates	Current	Renewal	Current	Renewal	Surest	
Employee	93	\$696.42	\$747.25	82	\$611.45	\$611.45
Family	114	\$1,686.90	\$1,810.02	20	\$1,481.10	\$1,481.10
	172					

Monthly Totals	\$257,073.66	\$275,836.53	\$79,760.90	\$79,760.90	\$339,740.75
Annual Totals	\$3,084,883.92	\$3,310,038.36	\$957,130.80	\$957,130.80	\$4,076,889.00

Annual Δ% from Current

7.30%

0.00%

	Copay Plan		High Deductible Plan		Surest Plan	
			Partial Buy-Up Contribution Strategy			
			Single Contribution Modeling			
	Employee	City	Employee	City	Employee	City
Surest/HDHP 11.5%; Copay 16.5%	\$123.30	\$623.95	\$70.32	\$541.13	\$70.32	\$541.13
Surest/HDHP 12.5%; Copay 17.5%	\$130.77	\$616.48	\$76.43	\$535.02	\$76.43	\$535.02
Surest/HDHP 15%; Copay 20%	\$149.45	\$597.80	\$91.72	\$519.73	\$91.72	\$519.73
			Family Contribution Modeling			
	Employee	City	Employee	City	Employee	City
Surest/HDHP 11.5%; Copay 16.5%	\$298.65	\$1,511.37	\$170.33	\$1,310.77	\$170.33	\$1,310.77
Surest/HDHP 12.5%; Copay 17.5%	\$316.75	\$1,493.27	\$185.14	\$1,295.96	\$185.14	\$1,295.96
Surest/HDHP 15%; Copay 20%	\$362.00	\$1,448.02	\$222.17	\$1,258.94	\$222.17	\$1,258.94

While every effort is made to illustrate the carriers' various benefits, discrepancies or errors are possible. In the event of an error, the actual product brochure furnished by the insurance carrier and approved by the Commissioner of Insurance will prevail. The master contract and policyholder certificates are more detailed and should be used for the determination of benefits. All plans will comply with state and/or federal requirements with regard to nervous and mental benefits.

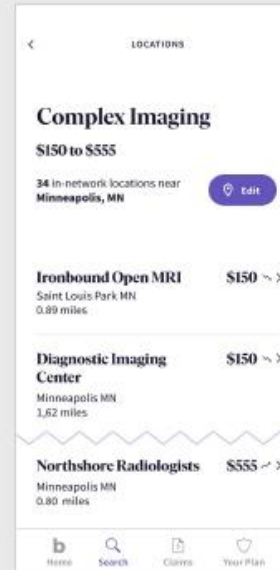
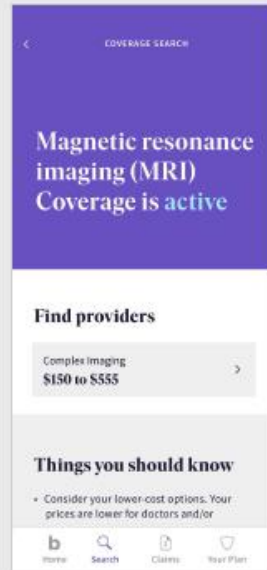
Surest overview

The problem

Health care costs vary by treatment, provider, and location, with prices largely unknown at the time of purchase. This lack of price certainty keeps consumers in the dark, wastes plan resources, and does nothing to stop the cost spiral for employers and employees - nor help improve outcomes.

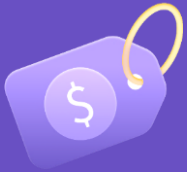
The solution

With the Surest plan, members can see upfront prices in advance of seeking care. Our Surest data scientists have assigned lower prices to the most efficient and high-value providers.



The Surest plan

**Actual
prices, not
estimates**



see what you'll
owe before you
receive care

**No
deductible**



and no
coinsurance

**Broad
national
network**



of providers,
clinics, and
hospitals

**Quality
medical
coverage**



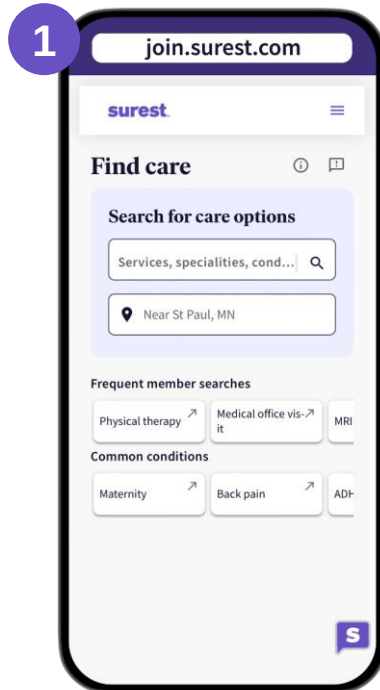
from preventive to
emergency, colds
to cancer
treatment

See clear prices in advance, and compare options within the Surest app or website

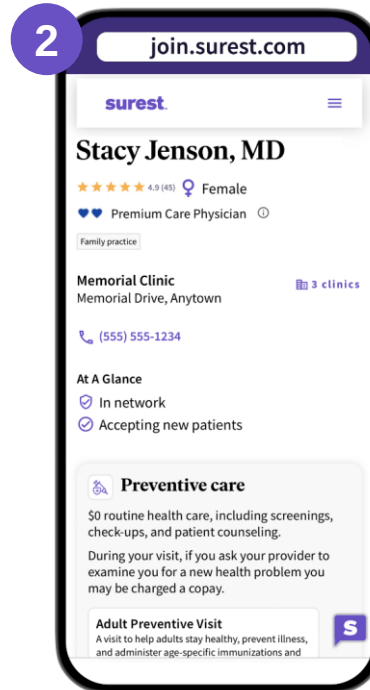
1. ACA-compliant health plan
2. Access to broad, national UnitedHealthcare networks
3. No deductible or coinsurance
4. Single copay per visit/admission
5. Providers we've evaluated as higher-value assigned a lower copay
6. Flexible coverage for small set of plannable procedures

		City of Green Bay plan
Out-of-Pocket Maximum (OOPM):		\$5,500
Deductible:		None
Coinsurance:		None
Copays	Preventive	\$0
	Office visit (PCP and SCP)	\$25 - \$130
	Urgent care	\$80
	Emergency room	\$850
	Maternity	\$1,300 - \$2,750
	Physical therapy	\$15 - \$90
	Procedures (Office, OP, IP)	\$350 - \$3,500
	Complex Imaging	\$150 - \$1,050
Prescription drugs (Tier 1/Tier 2/Tier 3)		\$10 / \$90 / \$120

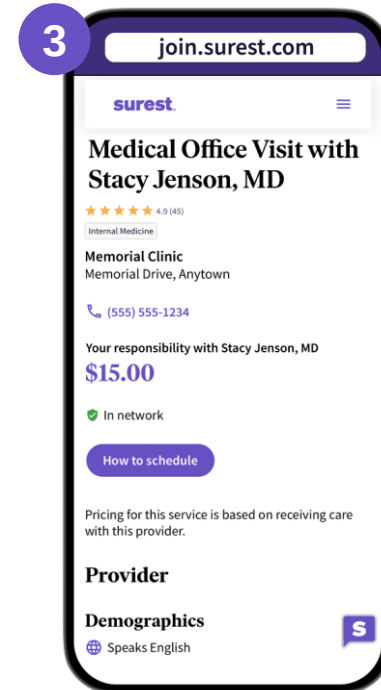
Looking up a doctor



Enter doctor's name
in the search bar



Scroll for care
options



View details for
more information

Proposed Surest plan design and savings estimate

City of Green Bay

Effective Date: 1/1/2025

6/26/2024

surestTM

How the Surest plan creates savings

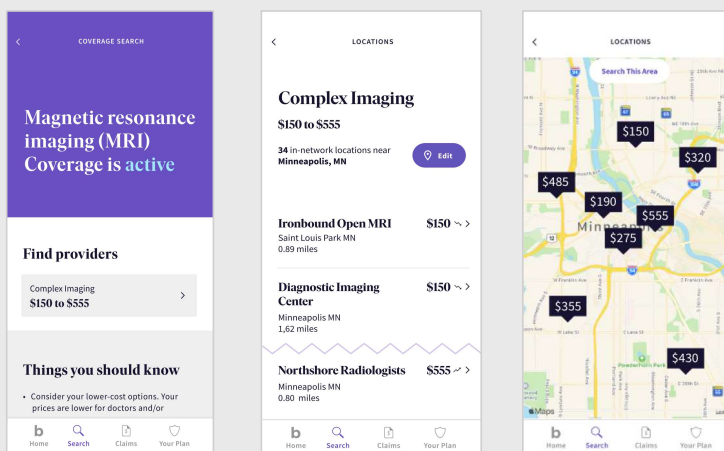
Quick refresher and an example

The problem

Health care costs vary by treatment, provider, and location, with prices largely unknown at the time of purchase. This lack of price certainty keeps consumers in the dark, wastes plan resources, and does nothing to stop the cost spiral for employers and employees - nor help improve outcomes.

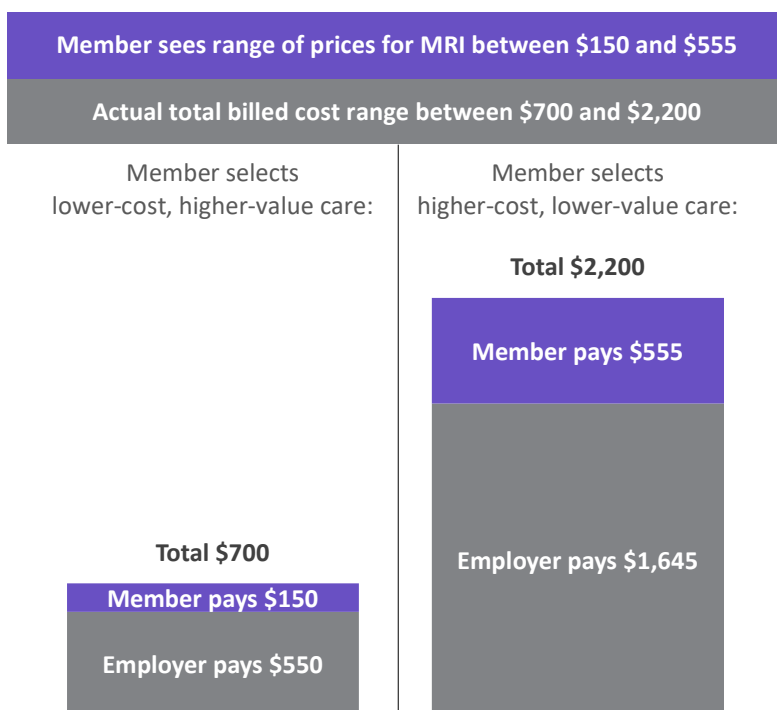
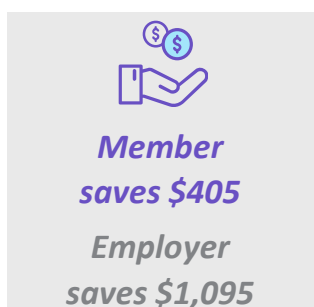
The solution

With the Surest plan, members can see upfront prices in advance of seeking care. Our Surest data scientists have assigned lower prices to the most efficient and high-value providers.



An example: MRI

The price the member sees is only a portion of total cost. Surest has assigned prices so that when a member selects high-value care, their employer also saves.



Expected savings and plan design

A simple two-step process:



Review financial modeling, savings, and proposed plan designs (this document)



Stop loss:

- Collect additional data—most recent, minimum two years, monthly enrollment, paid, and shock claims. Additional data may be requested.
 - Coordinate with Surest to quote stop loss with our preferred carriers.
-

Helpful tips:

- Stop loss turnaround is roughly 15 business days upon receipt of all necessary data.
- When excluding HSA funding, the expected claims impact is -12.8%; this percentage can be directly applied to the claim workup

Note: The information in this Surest modeling document shows a proposed Surest plan design and the accompanying projected claims savings. This document is not a financial quote. Upcoming stop loss will serve as final Surest pricing.

City of Green Bay — Surest Plan Design Overview

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Category	Plan Design Element	Surest D 5500	
		In-Network	Out-of-Network
Overall Provisions	Deductible	\$0	
	Coinsurance (Plan Paid)	100%	
	OOP Limit Individual	\$5,500	\$11,000
	OOP Limit Family	\$11,000	\$22,000
Medical Coverage	Office Visit	\$25 to \$130	\$215
	Virtual Care		
	Virtual Care (Primary and Urgent)	\$0	Not Covered
	Virtual Care (Specialty)	\$0	Not Covered
	Preventive Care	\$0	\$195
	Routine Diagnostic Test (e.g. X-ray, Lab, Ultrasound)	\$0	\$0
	Complex Imaging (MRI, CT, etc.)	\$150 to \$1,050	\$1,350 to \$1,650
	Emergency Room	\$850	\$850
	Observation Stay	\$850	\$850
	Ambulance	\$500	\$500
	Urgent Care	\$80	\$200
	Procedures (Office, Outpatient and Inpatient)	\$40 to \$3,500	Up to \$10,000
	Procedures (Inpatient and some Outpatient)	\$350 to \$3,500	Up to \$10,000
	Other Outpatient Hospital Services	\$200 to \$1,000	\$3,000
	Other Inpatient Stay (inc. admission from ER)	\$2,750	\$8,250
	Bariatric Surgery	Covered	Covered
	Gender Dysphoria Surgery	Covered	Covered
	Gender Dysphoria Reconstructive Services	Covered	Covered
	Mental Health & Substance Use Disorder		
	In an office setting	\$25	\$195
	Mental Health Telehealth	\$25	\$195
	Intensive Outpatient Treatment Program	\$90	\$270
	Partial Hospitalization Program	\$170	\$510
	In an outpatient setting	\$170	\$510
	In an inpatient setting	\$2,750	\$8,250
	Maternity		
	Prenatal and Postnatal Care	\$0	\$195
	Delivery	\$1,300 to \$2,750	\$8,250
	Home Health Care	\$70	\$210
	Rehabilitative Therapies	\$15 to \$165	Up to \$300
	Acupuncture	\$60	\$165
	Chiropractic	\$30	\$75
	Occupational Therapy	\$15 to \$115	\$175
	Physical Therapy	\$15 to \$90	\$220
	Speech Therapy	\$15 to \$115	\$175
	Skilled Nursing Facility	\$2,000	\$6,000
	Durable Medical Equipment	\$0 to \$1,000	Up to \$2,000
	Hospice		
	Home Hospice Visit	\$70	\$210
	Inpatient Hospice Care	\$2,750	\$8,250
	Advanced Tests¹	\$25 to \$1,300	Up to \$2,700
	Medical Infusions And Chemotherapy	\$45 to \$3,100	Up to \$9,300
	Therapeutic Treatments²	\$70 to \$2,800	Up to \$8,400
	Fertility Treatment	\$100 to \$1,500	Not Covered
Pharmacy Coverage	Retail Pharmacy - 30 Days Supply		
	Tier 1	\$10.00	Not Covered
	Tier 2	\$90.00	Not Covered
	Tier 3	\$120.00	Not Covered
	Retail Pharmacy - 90 Days Supply		
	Tier 1	\$25.00	Not Covered
	Tier 2	\$225.00	Not Covered
	Tier 3	\$300.00	Not Covered
	Specialty Retail Pharmacy		
	Tier 1	\$330.00	Not Covered
	Tier 2	\$370.00	Not Covered
	Tier 3	\$400.00	Not Covered

[1] Advanced Test are complex medical tests your doctor may order to learn more about your health; typically planned and separately scheduled. Examples include EKG or a Facility Based Sleep Study.

[2] Therapeutic Procedures are treatments for complex diseases and health needs that do not involve surgery. Examples include radiation therapy or dialysis.

Detail Summary of Projects Issued

9/1/2024 to 9/30/2024

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
116865	509 S MAPLE AV..2-267 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC		\$180.00	\$18,000.00	Pending
116869	522 N MAPLE AV..5-973 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC		\$130.00	\$8,000.00	Pending
116884	836 CORA ST..3-409 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC		\$180.00	\$18,000.00	Pending
117021	524 N MAPLE AV..5-973 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC		\$130.00	\$18,000.00	Pending
117133	3576 VAN LAANEN RD..22-59-4 [2-434 - Residential - Addition - Single Family House] VARIENCE APPROVED 7/15/2024	ZINA R COOPER		\$280.00	\$109,745.00	Pending
117233	1007 THORNDAL CT..1-2577 [2-434 - Residential - Alteration - 1 -2 Family House] NEW KITCHEN AND BATHROOM. MISC. INTERIOR UPDATES.	ROCK SOLID ESTATES LLC		\$350.00	\$50,000.00	Pending
117389	1284 ELM ST..8-367 [2-434 - Residential - Alteration - 1 -2 Family House]	REHAB SPECIALISTS INC		\$310.00	\$120,000.00	Pending
117410	1170 REBER ST..20-43 [2-434 - Residential - Alteration - 1 -2 Family House] ***NEEDS A DCC?!	EDWARD G BLAKE		\$150.00	\$20,000.00	Pending
117477	913 N CHESTNUT AV..18-491 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC		\$180.00	\$18,000.00	Pending
117615	735 S QUINCY ST..14-572 [2-434 - Residential - Alteration - 1 -2 Family House]	CMW LLC		\$255.00	\$30,000.00	Pending
117687	3511 PEPPERGRASS DR..21-8126 [2-434 - Residential - Alteration - 1 -2 Family House]	RYAN D KUEFLER		\$255.00	\$85,000.00	Pending
117696	1571 CHICAGO ST..8-547 [2-434 - Residential - Alteration - 1 -2 Family House]	JJ BRO PROPERTIES LLC		\$205.00	\$25,000.00	Pending
117715	1132 13th AV..1-735 [2-434 - Residential - Alteration - 1 -2 Family House] 12'6x15'6 ADDITION TO BACK OF HOME ADD BATHROOM. REPLACE SIDING AND DRIVEWAY	KENDRA M & RHETT C E SCHAEFER		\$280.00	\$121,000.00	Pending
117769	2725 DANIEL CT..21-5267 [2-434 - Residential - Addition - Single Family House]	JENY & DANIEL P SHANOSKI		\$280.00	\$51,000.00	Pending
117790	2852 OGDAN WOODS DR..6H-4128 [2-434 - Residential - Alteration - 1 -2 Family House]	RACHELLE BETH SCHROEDER		\$255.00	\$54,166.00	Pending

117800	1869 BOND ST..6-1963 [2-434 - Residential - Alteration - 1 -2 Family House]	DOJO INVESTMENTS LLC	\$150.00	\$7,000.00	Pending
117818	1244 ROCKDALE ST..1-1971 [2-434 - Residential - Alteration - 1 -2 Family House]	GAMEDAY ON ROCKDALE LLC	\$50.00	\$1,500.00	Pending
117869	1610 FRANK ST..1-2726 [2-434 - Residential - Addition - Single Family House] BASEMENT REMODEL - 2 BEDROOMS, 2 EGRESS WINDOWS, 1 FULL BATH, LIVING ROOM	MICHAEL & COLLEEN LEE	\$224.35	\$40,000.00	Pending
117884	1666 BOLAND RD..6-1383 [2-434 - Residential - Alteration - 1 -2 Family House] REMODEL case# 137110	KELLY L & MELINDA A STACIE	\$175.00	\$30,000.00	Pending
117953	707 HARRISON ST..5-156 [2-434 - Residential - Alteration - 1 -2 Family House] LIGHT RENOVATION & ADDRESS ANY CODE ISSUE CASE# 137202	TAKE ACTION REAL ESTATE LLC	\$50.00	\$17,500.00	Pending
117983	1229 MARQUETTE AV..1-1528 [2-434 - Residential - Alteration - 1 -2 Family House] FIRE RESTORATION	TAMMY L & KELLY S GEURTS	\$399.73	\$150,000.00	Pending
117990	1604 S ONEIDA ST..1-2315 [2-434 - Residential - Alteration - 1 -2 Family House] FINISH BASEMENT CASE#137279 - Double fee for unpermitted work	RUSSELL FREEBURY	\$310.00	\$4,000.00	Pending
118035	555 LORRAINE LN..21-4337 [2-434 - Residential - Alteration - 1 -2 Family House]	JOHN E & JULIE A SCHMITZ	\$205.00	\$28,000.00	Pending
118067	1134 WIRTZ AV..1-89 [2-434 - Residential - Alteration - 1 -2 Family House] BATHROOM REMODEL/UPDATE **Double fee for unpermitted work**	WALTER WILLIAM BURZIK	\$250.00	\$11,000.00	Pending
118110	1741 DECKNER AV..21-1207 [2-434 - Residential - Alteration - 1 -2 Family House] Interior Remodel **DOUBLE FEE-WORKING WITHOUT PERMIT 9-20-2024-STOP WORK ORDER POSTED	AURORA HEALTH CARE INC	\$410.00	\$125,000.00	Pending
117661	2517 LAREDO LN..6H-2050 [4-438 - Residential - Addition - Garage, Carport] **Changing from CMU foudation to poured concrete - 9/24/24**	BRAD J KARBAN	\$180.00	\$10,000.00	Pending
117740	1707 WOOD LN..6H-1269-4 [4-438 - Residential - Addition - Garage, Carport] NEW GARAGE 22.5x20.5 **Garage destroyed by fallen tree limb. Garage side yard setback is non-conforming but permnitted for reconstruction in existing location (not replacing slab) in accordance with SEC 44-281(5)**	DAVID W & MARY J HINTZ LIVING TRUST	\$150.00	\$32,000.00	Closed
117058	1150 GRIGNON ST..17-205 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	MICHAEL L & LISA R PRITZL	\$100.00	\$12,000.00	Closed
117323	2786-2788 NICOLET DR..22-1467 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	KAREN J & CHRISTOPHER D PFLUGER	\$200.00	\$2,500.00	Pending
117396	1217 ST. AGNES DR..6-1035 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	MATTHEW T & KIMBERLY I SIUDZINSKI	\$100.00	\$40,000.00	Pending
117523	1953 LAKESIDE PL..21-958 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	JUDITH M HACKEL	\$50.00	\$14,277.00	Closed
117568	1463 SERVAIS ST..6-1568 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	KEVIN & STEPHANIE YEAGER	\$50.00	\$6,500.00	Pending
117589	317 S HENRY ST..21-1860 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	AMBER D BARDOUCHE	\$50.00	\$4,400.00	Pending

117629	473 MCAULIFFE HEIGHTS TR..21-7262 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	JEFFREY T & CHRISTINE A PARMLEY	\$100.00	\$6,850.00	Pending
117669	1312 DOTY ST..14-1419 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	DOUGLAS G CAYER	\$50.00	\$200.00	Closed
117681	129 S ROOSEVELT ST..14-1390 [7-1 - Deck, Porch, Patio, Ramp (Residential)] 4x4 DECK W/STAIRS TO GROUND	HAOJIANG ZHANG, ETAL	\$100.00	\$3,720.00	Pending
117684	735 S JACKSON ST..14-590 [7-1 - Deck, Porch, Patio, Ramp (Residential)] COA 24-30	MARY ANN & ERIK RINKLEFF	\$100.00	\$4,466.00	Pending
117709	321 CLEVELAND ST..3-717 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	SKYLAR CAIN	\$50.00	\$3,450.00	Pending
117734	2503 OAKWOOD DR..6H-1493-5 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	BARBER LEROY J & DEBORAH K TRUST OF 2016	\$100.00	\$24,000.00	Pending
117795	1222-1224 S QUINCY ST..16-90 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	CAROLYN DOROTHY MASSE	\$100.00	\$15,000.00	Pending
117808	1152 HIGHVIEW LN..6-662 [7-1 - Deck, Porch, Patio, Ramp (Residential)] 6X4 COVERED PORCH	JAMES M & NANCY S HURCKMAN	\$100.00	\$10,000.00	Pending
117824	1225 OREGON ST..5-675-4 [7-1 - Deck, Porch, Patio, Ramp (Residential)] COVERED PORCH Approved CUP for covered porch over 25 SF in front setback Approved - 2024	DOUGLAS J DOEFER	\$100.00	\$30,000.00	Pending
117872	1679 BOLAND RD..6-2472 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	ANGELA M SEPPANEN	\$50.00	\$2,500.00	Pending
117899	861 ELMORE ST..5-1422 [7-1 - Deck, Porch, Patio, Ramp (Residential)] ACCESSIBILITY RAMP	JERRY DETRY	\$100.00	\$6,587.00	Pending
117950	1011 12th AV..2-846 [7-1 - Deck, Porch, Patio, Ramp (Residential)] REBUILD FRONT PORCH	JOYCE R ANWASH	\$75.00	\$4,000.00	Pending
117955	1615 S RIDGE RD..1-1403-E [7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK REPAIRS AND ADDITION	CODY J KRUSICK	\$150.00	\$600.00	Pending
117975	521 N CHESTNUT AV..5-958 [7-1 - Deck, Porch, Patio, Ramp (Residential)] REMOVE AND REPLACE DECK/STAIRCASE **Double fee for unpermitted work**	PAUL J & THERESA A CHRISTMAN	\$200.00	\$8,000.00	Pending
117993	1590 KENNEDY DR..6-2698 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	TOM KENEVAN	\$100.00	\$3,200.00	Closed
118032	1252 N LOCUST ST..6-1669 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	SAVANNAH H & JESSE E VANESS	\$50.00	\$7,000.00	Pending
118100	979 ELMORE ST..5-1376 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	R&J VILLAGE PROPERTIES LLC	\$200.00	\$300.00	Pending
117895	1139 CHICAGO ST..14-1053 [9-649 - Demolition - Interior (Residential)]	MARIA CARY-MONTOURE	\$50.00	\$1.00	Pending
117904	418 4th ST..2-176	GREEN BAY REDEVELOPMENT AUTHORITY	\$50.00	\$6,000.00	Pending

[9-645 - Raze - Building or Structure (Residential)]

118116	3625 FINGER RD..21-18	MARK T VERHEYDEN	\$50.00	\$15,000.00	Pending
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[9-645 - Raze - Building or Structure (Residential)]

114542	1016 SMITH ST..7-232	EDWINA J & ARNOLD J VANDYKE	\$218.40	\$16,760.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] SITE PLAN REVISED 11/9/23

*MISSING ELEC PERMIT

117064	3021 NICOLET DR..22-132	SKYLA R & PATRICK R LORITZ	\$50.00	\$1,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] CASE# 136525

117237	622 S MADISON ST..15-84	GERALD J KEILER	\$50.00	\$5,520.00	Pending
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[11-1 - Z - Misc Project Not Listed (Residential)] **COA NEEDED

117262	1161 S TAYLOR ST..6-2244	JAIME ORNELAS	\$50.00	\$2,500.00	Pending
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[11-1 - Z - Misc Project Not Listed (Residential)] 5FT WIDE BY 4FT TALL

117295	1108 DOTY ST..14-965	VNG PROPERTIES LLC	\$50.00	\$2,500.00	Pending
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[11-1 - Foundation Repair (Residential)]

117439	2716 CANYON BLUFF RD..21-4817	KARI L & RICHARD L KATZ	\$50.00	\$16,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

117467	2055 SOUTH POINT RD..6H-3367	RICHARD ROBBINS	\$50.00	\$7,800.00	Pending
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[11-1 - Fence (Residential)] REMOVE EXISTING OLD WOOD FENCE AND INSTALL APPX 200 FEET OF 4' BLACK ORNAMENTAL FENCING WITH TWO 4' SINGLE GATES.

117482	466 SCHWARTZ ST..21-2814	LINDA S THIEME	\$200.00	\$11,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

117496	1322 HARVEY ST..8-611-A	CARLOS A & HONISTI D GRAJEDA	\$50.00	\$9,500.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

117588	875 HUBBARD ST..5-533	ERIC P GABRIELSON	\$50.00	\$800.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

117599	855 IRENE ST..21-5717	ROBERT R & JOAN A SCHARINGER	\$50.00	\$6,000.00	Pending
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[11-1 - Foundation Repair (Residential)]

117633	220 SCHOBBER ST..21-1714-13	ERIC M & HANNAH M KURTENBACH	\$50.00	\$24,770.00	Closed
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[11-1 - Foundation Repair (Residential)]

117641	907 WINFORD AV..18-364-A	RUSSELL WILLIAMS	\$50.00	\$16,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

117651	810 LAWE ST..16-288-A	810 LAWE LLC	\$50.00	\$4,000.00	Closed
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[11-1 - Fence (Residential)] WOOD PRIVACY FENCE AS APPROVED ON SITE PLAN FENCE IS INSET A FEW INCHES FROM PROPERTY LINE.

117685	1720 CHATEAU DR..6-1553	STEVEN M COONEY	\$100.00	\$40,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] DETACHED GARAGE AND PATIO/REAR DRIVEWAY

117686	911 GERARD ST..21-5741	MARY & JOHN BELANGER	\$50.00	\$6,634.00	Closed
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[11-1 - Fence (Residential)]

117711	3107 SUMMER PL..6H-3007	MARK DENNY & DEBORAH OTTO - DENNY	\$50.00	\$6,650.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

117713 985 CHRISTIANA ST..3-301 AMY L TROMP \$150.00 \$56,985.00 Pending

[11-1 - Z - Misc Project Not Listed (Resiential)]

117722 828 N BROADWAY..5-138 LANDMARK REAL ESTATE & DEVELOPMENT INC \$125.00 \$10,000.00 Pending

[11-1 - Foundation Repair (Residential)]

117724 2528 DUNBAR LN..6H-1494-7 DAWN MARIE THOMPSON \$50.00 \$9,000.00 Pending

[11-1 - Fence (Residential)]

117736 2041 OAKWOOD DR..6H-3632 JENEE F & SOUNTHAVY SANAVONGSAY \$50.00 \$8,000.00 Closed

[11-1 - Garage/Carport/Shed (residential)]

117744 2403 VAN BEEK RD..21-128-2 AMELIA CURIEL RUBIO \$50.00 \$13,000.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)]

117748 1015 ROCKDALE ST..1-2050 MATTHEW P FAULDS \$50.00 \$2,900.00 Pending

[11-1 - Fence (Residential)]

117754 3018 BROOK PARK DR..21-360-3 DANIEL R & BOBBI J LODERBAUER \$50.00 \$21,745.00 Pending

[11-1 - Fence (Residential)]

117764 903 KELLOGG ST..5-1389 ROBERT C DISJARDIN \$50.00 \$4,500.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)]

117765 1001-1003 SQUARE TERR..6H-3099 STEVEN A & THERESA J WOLTER \$50.00 \$9,500.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)]

117767 1610 E MASON ST..21-1929-1 KATHERINE E BARNES \$50.00 \$25,724.00 Pending

[11-1 - Foundation Repair (Residential)]

117771 1009 WIRTZ AV..2-776 PHILLIPS DEVELOPMENT LLC \$50.00 \$19,544.00 Closed

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

117772 2515 CHERRYWOOD LN..6H-4457 PETER J & LISA M ANDERSON REVOCABLE TRUST \$50.00 \$2,200.00 Pending

[11-1 - Garage/Carport/Shed (residential)]

117774 854 NEUFELD ST..6-162-C LINDA SERWE \$50.00 \$6,550.00 Pending

[11-1 - Z - Misc Project Not Listed (Resiential)]

117775 2941 FINGER RD..21-72-1 SHARON M & JOHN S RENTMEESTER \$50.00 \$1,500.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)]

117791 1219 BERNER ST..20-206-14 TIMOTHY J DALY \$100.00 \$24,848.00 Closed

[11-1 - Foundation Repair (Residential)]

117792 931 SCHOOL PL..3-849 JOSE I GOMEZ, ETAL \$100.00 \$5,500.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] *CASE# 136918

117798 201 SEMINOLE LN..6H-2361 DAVID & RANA MARY CONNORS \$50.00 \$7,495.00 Closed

[11-1 - Z - Misc Project Not Listed (Resiential)]

117802 1246 BERNER ST..20-44-22 MARIA D FELIXVELOZ \$50.00 \$4,500.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)]					
117807	1093 8th ST..1-1522	JAQUELINE D JAVOR	\$50.00	\$10,000.00	Pending
[11-1 - Fence (Residential)] VINYL FENCE, 6FT HEIGHT, 192 FT					
117821	1142 SHADOW LN..1-2294	JAMES A & THERESA R SOT	\$50.00	\$13,000.00	Closed
[11-1 - Fence (Residential)]					
117822	807 N PLATTEN ST..6-725	EMILY MESKE	\$50.00	\$3,700.00	Closed
[11-1 - Fence (Residential)] 6 ft high along rear lot line					
117839	245 TRADERS POINT LN..21-5705	RACHEL E MAES	\$75.00	\$8,000.00	Pending
[11-1 - Z - Misc Project Not Listed (Residential)]					
117846	837 N LOCUST ST..6-1126	JACQUELINE D & KURT R JESKE	\$50.00	\$10,500.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
117851	903 REDWOOD DR..2-1134	EMMA & RILEY REHBERG	\$100.00	\$4,500.00	Pending
[11-1 - Foundation Repair (Residential)]					
117881	122 S PLATTEN ST..6-261	JAIME RAMIREZ	\$50.00	\$2,500.00	Pending
[11-1 - Fence (Residential)] FENCE *CASE# 137024*					
117887	2485 HILLSIDE LN..21-93-3	KEVIN KAIN, ETAL	\$50.00	\$6,700.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] 665 TOTAL SQFT CONCRETE					
117905	1468 HARVEY ST..19-589	GARET MEYER	\$50.00	\$1,200.00	Pending
[11-1 - Fence (Residential)] 6' wood fence: 140' fence 2' off the property line along the west perimeter of property and 45' fence from garage to back porch. Existing fencing shown on site plan will remain.					
117909	3452 EDINBURGH RD..22-1588-137	STEPHEN & SHARON L HACK	\$50.00	\$13,250.00	Pending
[11-1 - Fence (Residential)]					
117911	1511 14th AV..1-1397-G	ERIN BARTELS	\$50.00	\$6,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE ASPHALT DRIVEWAY					
117929	822 JAMES ST..18-655	TYLER & NINA THAO	\$50.00	\$1,200.00	Closed
[11-1 - Fence (Residential)]					
117933	1136 SHADOW LN..1-2295	JARED D & ANA L OLSEN	\$50.00	\$6,400.00	Closed
[11-1 - Foundation Repair (Residential)] EGRESS WINDOW The window is 4' x 4' and the projection on the well is min 36". Meets all requirements laid out in checklist.					
117935	1129 S ONEIDA ST..1-1888	DOUGLAS M & KRISTINE M STEINKE	\$50.00	\$2,679.00	Pending
[11-1 - Foundation Repair (Residential)]					
117940	1016 TOMMARK ST..2-69-C-10	MARTIN RIVERA HERNANDEZ	\$50.00	\$1,854.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
117949	1107 SUYDAM ST..17-1047-13	ARLAND H & MARIAN C KLIMEK	\$50.00	\$6,800.00	Pending
[11-1 - Fence (Residential)]					
117958	1056 ALPINE DR..21-122-3	ANGELA & DONALD TAYSON	\$50.00	\$7,836.00	Pending
[11-1 - Fence (Residential)] 218' BACKYARD FENCE					
117965	1023 NEVILLE AV..18-271	ALEXANDER JOHN FORREST	\$50.00	\$5,700.00	Pending
[11-1 - Garage/Carport/Shed (residential)]					

117976	1447 LANGLADE AV..6-956 [11-1 - Foundation Repair (Residential)]	RUSSELL F & KELLY J HOLTMEIER	\$100.00	\$6,007.00	Pending
117981	1571 CASS ST..8-422 [11-1 - Fence (Residential)]	ASHLEY GOUDREAU	\$50.00	\$3,458.00	Pending
117988	1649 9th ST..6-210-A-1 [11-1 - Fence (Residential)] 161 feet of 6 ft tall white vinyl privacy fencing **CHECK FOR DAMAGE TO NEIGHBORING CHAINLINK FENCE AT INSPECTION. DETAILS IN EMAIL IN FOLDER**	TROY V & HOLLY L CHRISMAN	\$50.00	\$10,900.00	Pending
117994	1606 VERNON CT..6-1754 [11-1 - Garage/Carport/Shed (residential)]	PETER MCHUGH	\$50.00	\$2,996.00	Closed
117999	997 HICKORY HILL DR..1-1474 [11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY	THOMAS N RASMUSSEN	\$50.00	\$6,600.00	Pending
118005	1766 CARRIAGE CT..6-2182 [11-1 - Driveway Replacement and/or Expansion (Residential)]	KENNETH A MOLZAHN, ETAL	\$100.00	\$12,000.00	Pending
118019	3010 BETH DR..21-6383 [11-1 - Garage/Carport/Shed (residential)]	MARK J & JILL E FRIBERG	\$50.00	\$3,500.00	Pending
118027	803 ERNST DR..6-770 [11-1 - Garage/Carport/Shed (residential)]	SUSAN A LAAMANEN	\$50.00	\$5,000.00	Pending
118062	911 WINFORD AV..18-364 [11-1 - Fence (Residential)]	ERIC & REBECCA GJESDAHL	\$50.00	\$9,750.00	Pending
118068	620 GREEN RIDGE DR..6H-2613 [11-1 - Fence (Residential)]	TANNER VANSTRATEN	\$50.00	\$9,300.00	Pending
118073	1837 EASTMAN AV..21-1187-1 [11-1 - Fence (Residential)]	JORGE SANCHEZ RAMIREZ, ETAL	\$50.00	\$1,300.00	Pending
118076	2150 WEST RED FERN LN..6H-4313 [11-1 - Garage/Carport/Shed (residential)]	MICHELLE L & PETER YUREK	\$75.00	\$5,000.00	Pending
118087	405 ONTARIO RD..21-8195 [11-1 - Garage/Carport/Shed (residential)]	LEILA R & JAMES C HURD	\$75.00	\$5,500.00	Pending
118098	1522 GRIGNON ST..17-1029 [11-1 - Fence (Residential)]	SONIA FLORES	\$50.00	\$16,601.00	Pending
118101	1176 RALEIGH ST..1-2470 [11-1 - Garage/Carport/Shed (residential)]	RUBEN HARO MACIAS, ETAL	\$50.00	\$5,300.00	Pending
118107	3319 BEACH LN..22-1240 [11-1 - Fence (Residential)]	KATIE L PETERSON REVOCABLE TRUST	\$50.00	\$15,000.00	Pending
118135	1177 SHADOW LN..1-2226 [11-1 - Driveway Replacement and/or Expansion (Residential)] Grade, prep and install new sidewalk, apron and driveway. Widen apron by 18 inches on each side.	DOROTHY HARRSCH	\$50.00	\$18,500.00	Pending
117978	2226 IMPERIAL LN..21-3363 [30-434 - Commercial - Alteration - Multi-Family of 3 or more units]	GB IMPERIAL INVESTMENTS LLC	\$413.72	\$69,378.84	Pending
113541	3030 CURRY LN..21-281	BROWN COUNTY JAIL & PUBLIC SAFETY	\$2,304.98	\$1,224,779.00	Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

115662	800 CEDAR ST..10-8	HUS PROPERTIES LLC	\$681.56	\$70,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] CHANGE OF USE TO RESTAURANT
CHANGE OF USE SITE PLAN AND BUILDING PLANS REQUIRED
ADDITION OF A GREASE TRAP (PLAN APPROVED)

116935	1501 N IRWIN AV..20-393-5	BROWN COUNTY	\$120.00	\$30,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

117095	145 N HENRY ST..21-1203-2	MEYER FAMILY INVESTMENT CORP	\$1,790.00	\$162,500.00	Pending
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[31-328 - Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)] EC
APPROVED 7/3/24
SWB \$10000

117483	1908 E MASON ST..21-1353	ZIEMAN COMMERCIAL PROPERTIES LLC	\$645.00	\$6,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] MOVING WALL AND SINKS TO ACCOMODATE A FREEZER. INSTALLING A
GREASE TRAP. INSTALLING NEW COMPARTMENT SINK, MORE POWER FOR NEW EQUIPMENT.

117579	744 S WEBSTER AV..14-825	BELLIN MEMORIAL HOSPITAL	\$7,025.92	\$10,000,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

117667	801 LIME KILN RD..21-1355-5	BMH REALTY HOLDINGS LLC	\$430.00	\$210,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

117820	2080 UNIVERSITY AV..21-2222-1	LINDELLS IV INC	\$140.00	\$98,800.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

117849	1749 S BROADWAY..1-1415	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$338.83	\$1.00	Pending
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[31-328 - Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)]

117858	2540 UNIVERSITY AV..21-301	UHAGB LLC	\$1,549.15	\$800,000.00	Pending
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[31-328 - Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)] SITE PLAN
UNDER P#109948

117996	622 ELIZA ST..16-110	GREEN BAY AREA PUBLIC SCHOOL DISTRICT	\$918.45	\$241,980.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

118009	101 CHERRY ST..12-217	WI-RFL 211 LLC	\$210.00	\$40,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

108675	1100 PORLIER ST..17-1052	GREEN BAY CITY OF PARK ASTOR	\$0.00	\$42,000.00	Closed
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[34-1 - Temporary Office/Trailer/Event (Commercial)]

115493	1060-1062 LIME KILN RD..21-417-5	BHP PROPERTIES LLC	\$120.00	\$500.00	Pending
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[34-1 - Z - Misc Project Not Listed (Commercial)]

115758	1510 HAROLD ST..19-3	GREEN BAY CITY OF PARK FARLIN	\$0.00	\$600,121.00	Pending
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[34-1 - Z - Misc Project Not Listed (Commercial)] EC APPROVED 4/26/24

116264	2273 LARSEN RD..6H-1620	GREEN BAY PAPERS DIVISION OF LITTLE RAPIDS CORP	\$755.54	\$330,000.00	Pending
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[34-1 - Parking Lot - New & Reconstruction (Commercial)] RECONSTRUCT PARKING LOT
EC approved 5/1/24

117712	2230 MAIN ST, SUITE A ..21-457-6	WEICHMAN LLC THE	\$140.00	\$20,000.00	Pending
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[34-1 - Z - Misc Project Not Listed (Commercial)]

117804	501 EASTMAN AV..20-123	PROCTER & GAMBLE PAPER PRODUCTS CO	\$637.23	\$1,800,000.00	Pending
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[34-1 - Roofing (Commercial)]

117830	1010 S MILITARY AV..6-478 [34-1 - Parking Lot - New & Reconstruction (Commerical)]	BERGSTROM GW FORD INC	\$70.00	\$110,000.00	Closed
117838	151 N BROADWAY..4-156 [34-1 - Roofing (Commercial)] COA NEEDED	NOC HARN LLC	\$70.00	\$24,300.00	Pending
117867	1301 STATE ST..1-1372 [34-1 - Z - Misc Project Not Listed (Commercial)]	CONSTRUCTION RESOURCES MANAGEMENT INC	\$170.00	\$750,000.00	Pending
117913	1599 UNIVERSITY AV..19-31-A [34-1 - Fence (Commercial)]	ROGERS EQUITY GROUP V LLC	\$70.00	\$8,000.00	Closed
117951	545 SPINNAKER LN..21-2221-6 [34-649 - Demolition - Interior (Commercial)] RESTORATION FROM STRUCTURE FIRE-2ND FLOOR	SPINNAKER APARTMENT HOMES LLC	\$70.00	\$150,000.00	Pending
118004	408 DOUSMAN ST..5-594 [34-1 - Z - Misc Project Not Listed (Commercial)]	GREEN BAY CITY CLUB LLC	\$70.00	\$8,000.00	Pending
118034	700 N ADAMS ST..11-15-A [34-649 - Demolition - Interior (Commercial)]	WISCONSIN PUBLIC SERVICE CORP	\$70.00	\$3,771,847.00	Pending
118070	316 STEVEN ST..6-225-B-1 [34-1 - Fence (Commercial)]	GRACEWAY FELLOWSHIP INC	\$70.00	\$7,000.00	Pending
118102	1535 W MASON ST ..6-169 [34-649 - Demolition - Interior (Commercial)]	AAM GREEN BAY PLAZA LLC	\$70.00	\$75,000.00	Pending
118118	201 HUTH ST D..21-2312-9 [34-1 - Window, Door - Replacement (Commercial)]	ROBERT & MARGEAUX & SARA DUNSTONE	\$70.00	\$6,900.00	Pending
118176	301 N WASHINGTON ST..12-368 [34-1 - Temporary Office/Trailer/Event (Commercial)]	FE WATERMARK LLC	\$70.00	\$1,500.00	Pending
116726	2346 UTAH AV..21-270-3 [40-55 - Electrical Service - Repair (Residential)]	RONALD & LINDA & RONALD W SCHULTZ IRREVOCABLE TRUST	\$50.00	\$1,000.00	Pending
117416	320 S WEBSTER AV..14-750 [40-61 - Solar Panels - Electric]	GIVEADAAM VENTURES LLC	\$125.00	\$17,800.00	Pending
117650	1145 WIRTZ AV..1-63 [40-61 - Solar Panels - Electric]	JUAQUESHA MARIE SMITH	\$125.00	\$9,435.00	Pending
117833	1604 S ONEIDA ST..1-2315 [40-53 - Electrical Service - Change (Residential)]	FREEBURY FAMILY TRUST	\$50.00	\$1,200.00	Pending
117835	560 FAIR WINDS LN..21-7156 [40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]	WILLIAM K & DAWN M SCULLION	\$50.00	\$600.00	Pending
117836	1327 WEISE ST..21-1708 [40-55 - Electrical Service - Repair (Residential)]	CRAIG J BLOHM	\$50.00	\$1,800.00	Pending
117840	583 RUTH ST..21-2475-F-32 [40-53 - Electrical Service - Change (Residential)]	RITO DIAZLEON, ETAL	\$50.00	\$3,585.00	Closed
117848	1409 SHANNON ST..6-2194	JAMES M & CAROLYN A ELAND	\$50.00	\$2,000.00	Closed

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

117875	1635-1639 BOND CT..6-1372	EQUITABLE ESTATES LLC	\$50.00	\$1,200.00	Closed
[40-55 - Electrical Service - Repair (Residential)]					
117885	1421 SHANNON ST..6-2196	JOHN H & INGRID A LANDRY	\$50.00	\$2,600.00	Closed
[40-53 - Electrical Service - Change (Residential)]					
117902	615 VROMAN ST..5-231	RUSSELL DOXTATOR	\$50.00	\$3,500.00	Pending
[40-53 - Electrical Service - Change (Residential)] 60AMP TO 100AMP					
117903	3021 VOYAGER DR..21-143-7	PREVEA CLINIC INC	\$70.00	\$1,800.00	Closed
[40-54 - Electrical Service - Repair (Commercial)]					
117916	1225 DOUSMAN ST..5-675-7	MELINDA S WOLKE	\$50.00	\$150.00	Closed
[40-55 - Electrical Service - Repair (Residential)]					
117917	895 SHAWANO AV..3-875	CRESS JOSEPH J LIVING TRUST	\$125.00	\$12,142.00	Pending
[40-61 - Solar Panels - Electric]					
117920	1258 ELMORE ST..5-1725	WANG CHUE VANG, ETAL	\$100.00	\$15,111.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
117923	700 MAIN ST..10-14	U HAUL REAL ESTATE CO	\$70.00	\$10,000.00	Closed
[40-54 - Electrical Service - Repair (Commercial)]					
117931	2071 SHAMROCK LN..6H-1663	KRISTOPHER M DENEYS	\$50.00	\$400.00	Pending
[40-55 - Electrical Service - Repair (Residential)]					
117932	1424 ROSALIE LN..6-1021	MARY & KYLE KRAUSS	\$50.00	\$3,500.00	Pending
[40-55 - Electrical Service - Repair (Residential)]					
117943	1006 RALEIGH CT..1-2560	ADELE T VANDENHEUVEL	\$50.00	\$1,500.00	Closed
[40-53 - Electrical Service - Change (Residential)]					
117967	145 HUDSON ST..3-1067-G	ANTHONY E & REBECCA J STREBEL	\$50.00	\$2,800.00	Pending
[40-53 - Electrical Service - Change (Residential)]					
117969	215 ELIZABETH ST..19-324-1	MIRHASHEMI INC	\$140.00	\$2,500.00	Pending
[40-54 - Electrical Service - Repair (Commercial)] case# 137099					
117980	2745 ENGLEWOOD RD..21-4985	GAO N & DEUANE KHAMVONGSA	\$50.00	\$500.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
117998	1408 SHANNON ST..6-2193	JULENE M HAMMER, ETAL	\$50.00	\$800.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118015	1146 PINE ST..14-80	DEAN D MERLINE	\$50.00	\$2,500.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118020	912 S MADISON ST..16-27	JOHN M RAVIZZA, ETAL	\$50.00	\$18,640.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118021	154 BADER ST..21-1732	MICHAEL L & JESSICA L SEDENQUIST	\$50.00	\$400.00	Pending
[40-55 - Electrical Service - Repair (Residential)]					

118040	1257 STUART ST..14-1362 [40-53 - Electrical Service - Change (Residential)]	LAURA L SCHMOCKER REVOCABLE TRUST	\$50.00	\$1,800.00	Closed
118063	2035 MANITOWOC RD..21-1358 [40-54 - Electrical Service - Repair (Commercial)]	NCS HOLDINGS LLC	\$70.00	\$1,000.00	Abandoned
118086	1699 BADGER ST..6-558 [40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]	AARON G ZEUSKE	\$50.00	\$500.00	Closed
118126	1860 UNIVERSITY AV..21-2234-1 [40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]	SPICES OF THE GREENBAY LLC	\$140.00	\$20,000.00	Pending
118148	2500 VALIANT LN..6H-1903 [40-53 - Electrical Service - Change (Residential)]	JOHN D & ALEXANDRIA M DUGGAN	\$50.00	\$2,500.00	Pending
117646	1973 SOUTH POINT RD..6H-2276 [50-41 - AC Unit Only (Residential)]	JACKIE A & BRIAN W GARBRECHT	\$50.00	\$5,000.00	Closed
117784	2694 SEQUOIA LN..6H-1072-6 [50-43 - Heating and Air Conditioning Units (Residential)]	JOSEPH P & DAWN M WIESKE	\$50.00	\$13,000.00	Closed
117826	621 S CLAY ST..14-1115 [50-41 - AC Unit Only (Residential)]	MOBETA LLC	\$50.00	\$5,405.00	Closed
117829	1121 RALEIGH ST..1-2253 [50-41 - AC Unit Only (Residential)]	ROGER J & CHERYL L ALLEN	\$50.00	\$10,000.00	Closed
117831	556 SPINNAKER LN..21-2219-4 [50-44 - Heating Unit Only (Commercial)]	SPINNAKER TOWNHOMES LLC	\$70.00	\$5,046.00	Pending
117832	2685 VAN BEEK RD..21-122-7 [50-45 - Heating Unit Only (Residential)]	CYNTHIA A MILLER REVOCABLE LIVING TRUST	\$50.00	\$7,958.00	Closed
117843	500 PINE TERR..6-2509 [50-41 - AC Unit Only (Residential)]	ELEANOR VOGL	\$50.00	\$7,700.00	Closed
117844	1715 DECKNER AV..21-1210 [50-43 - Heating and Air Conditioning Units (Residential)]	COLLEEN E ADAMS	\$50.00	\$9,200.00	Closed
117859	1753 CARRIAGE CT..6-2207 [50-45 - Heating Unit Only (Residential)]	BARRY V & MEGHAN J SIEWERT	\$50.00	\$6,700.00	Closed
117860	2791 S LE CAPITAIN CIR..21-4426 [50-45 - Heating Unit Only (Residential)]	BRAD & MICHELLE GAUGER	\$50.00	\$5,350.00	Closed
117870	1216 LANGLADE AV..1-421-B-1 [50-41 - AC Unit Only (Residential)]	LAURIE A DUNN	\$50.00	\$5,994.00	Closed
117871	420 GEORGE ST..21-1538 [50-45 - Heating Unit Only (Residential)]	TAMMY A HEIM	\$50.00	\$6,467.00	Closed
117879	1578 CHARLES ST..8-417 [50-45 - Heating Unit Only (Residential)]	JANDRAIN RENTALS LLC	\$50.00	\$5,046.00	Pending

117880	434 GILBERT CT..21-6668-53 [50-41 - AC Unit Only (Residential)]	MATTHEW T & ANDREA M HORNICK	\$50.00	\$6,000.00	Closed
117888	2487 EILEEN ST..21-3543 [50-45 - Heating Unit Only (Residential)]	RICHARD A & MARY B KRAINZ	\$50.00	\$6,500.00	Closed
117889	1219 ELMORE ST..5-1562 [50-43 - Heating and Air Conditioning Units (Residential)]	DAKOTA JOHNSON	\$50.00	\$10,401.00	Closed
117890	1731 MORROW ST..21-1202-2 [50-4 - Repair/Alter Existing HVAC System (Commercial)]	AMERICOLD REAL ESTATE LP	\$140.00	\$172,700.00	Pending
117897	3420 EDINBURGH RD..22-1588-142 [50-45 - Heating Unit Only (Residential)]	BETTY J & DANIEL A GILB	\$50.00	\$6,515.00	Closed
117900	812 GRAY ST..18-1424 [50-45 - Heating Unit Only (Residential)]	BARBARA S FREDRICK	\$50.00	\$6,093.00	Closed
117901	650 CALVIN CT..21-3777 [50-43 - Heating and Air Conditioning Units (Residential)]	SANDRA A WATSON, ETAL	\$50.00	\$13,113.00	Closed
117907	408-410 RUTGERS ST..6-121 [50-45 - Heating Unit Only (Residential)]	KPOTI M GUNN	\$50.00	\$5,016.00	Closed
117918	2828 OGDAN WOODS DR..6H-4025 [50-43 - Heating and Air Conditioning Units (Residential)]	JOSEPH F BIKOWSKI, ETAL	\$50.00	\$12,700.00	Closed
117921	1103 NEVILLE AV..18-216 [50-41 - AC Unit Only (Residential)]	VIRGINIA A MILLS	\$50.00	\$4,450.00	Pending
117926	1523 LANGLADE AV..6-1069 [50-41 - AC Unit Only (Residential)]	JACK D & CAROL A STROMBECK	\$50.00	\$6,516.00	Closed
117927	3131 TOBERMORY DR..21-5388-1 [50-41 - AC Unit Only (Residential)]	JULIALICIA CASE	\$50.00	\$4,000.00	Closed
117928	314 BONNIE CT..3-1260 [50-41 - AC Unit Only (Residential)]	LUCAS PRICE	\$50.00	\$4,000.00	Closed
117936	1683 9th ST..6-210-F [50-41 - AC Unit Only (Residential)]	ALICIA COLLINS, ETAL	\$50.00	\$4,500.00	Pending
117937	1136 SHADOW LN..1-2295 [50-45 - Heating Unit Only (Residential)]	JARED D & ANA L OLSEN	\$50.00	\$5,900.00	Closed
117938	1222 LA COUNT RD..6H-3685 [50-43 - Heating and Air Conditioning Units (Residential)]	DALE E & DAWN M HANNA LIVING TRUST	\$50.00	\$10,295.00	Pending
117944	1231 10th AV..1-181 [50-41 - AC Unit Only (Residential)]	MARY K COONEY	\$50.00	\$5,568.00	Closed
117946	205 MINOR CT..6-267-D [50-41 - AC Unit Only (Residential)]	DIANE M SCHIAVO	\$50.00	\$5,429.00	Closed
117952	426 EASY ST..21-4910	MICHAEL G & BONNIE J MICKSCH	\$50.00	\$6,100.00	Closed

[50-45 - Heating Unit Only (Residential)]

117961	1350 N MILITARY AV..6-43	FORT HOWARD MEMORIAL PARK LLC	\$140.00	\$13,600.00	Closed
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[50-42 - Heating and Air Conditioning Units (Commercial)]

117962	1090 DESNOYERS ST..18-962	ISAAC KLEMM	\$50.00	\$10,610.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

117970	3034 GILBERT DR..21-6668-42	CHRISTOPHER W STRAINERILEY	\$50.00	\$2,500.00	Closed
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[50-45 - Heating Unit Only (Residential)]

117977	2619 EAST SHORE DR..21-1110-16	RISE & SHINE RETREATS LLC	\$50.00	\$9,833.00	Closed
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[50-45 - Heating Unit Only (Residential)]

117979	1654 AMY ST..21-2116-M-2	KENNETH J SCHWEINER	\$50.00	\$10,700.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

117984	1571 CHICAGO ST..8-547	JJ BRO PROPERTIES LLC	\$50.00	\$4,795.00	Closed
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[50-45 - Heating Unit Only (Residential)]

117986	1497 KELLOGG ST..6-2867	JOAN R HANSON	\$50.00	\$12,500.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

118016	3015 OPEN GATE TR..6H-2688	BARBARA E HUBBARD	\$50.00	\$7,000.00	Closed
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[50-45 - Heating Unit Only (Residential)]

118028	812 GREEN RIDGE DR..6H-2620	MARY M & FRANCIS J RUSSART	\$50.00	\$13,200.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

118029	118 S WASHINGTON ST Unit 401B..12-341	KATHRYN L & MICHAEL P TUBBS	\$70.00	\$19,060.00	Closed
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[50-40 - AC Unit Only (Commercial)]

118030	3090 BAY VIEW DR..21-1111-D-277	DUVALL & BRIANNA N PERRY	\$50.00	\$11,656.00	Closed
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[50-41 - AC Unit Only (Residential)]

118031	807 N PLATTEN ST..6-725	EMILY MESKE	\$50.00	\$4,553.00	Closed
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[50-45 - Heating Unit Only (Residential)]

118056	1809 NOBLEMEN CT..6H-3973	MICHAEL W & SUSAN J ADELBUSH	\$50.00	\$6,249.00	Closed
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[50-45 - Heating Unit Only (Residential)]

118061	149 THYME PL..21-6671-10	KANE P & KATHERINE MARY MACH	\$50.00	\$14,195.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118078	348 ABRAMS ST..21-1272-2	ADAM R & ABIGAIL J LEHNERZ	\$50.00	\$5,257.00	Pending
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[50-41 - AC Unit Only (Residential)]

118089	822 HARRISON ST..18-556	COMBATting HOMELESSNESS & DEPENDENCY INC	\$50.00	\$8,230.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118105	1740 14th AV..1-1324	LAWRENCE J LAMALFA	\$50.00	\$11,367.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

118137	2504 OAKWOOD DR..6H-1521	HEREK MARILYN C REVOCABLE TRUST	\$50.00	\$8,000.00	Pending
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[50-49 - Repair/Alter Existing HVAC System (Residential)]

118138 2957 HUMBOLDT RD..21-1111-D-121 RICHARD D & SUSAN J WINTER \$50.00 \$11,250.00 Pending

[50-49 - Repair/Alter Existing HVAC System (Residential)]

118139 1788 GARY LN..6-1629 PHYLLIS & PHILLIP LAUTENSLAGER \$50.00 \$7,075.00 Pending

[50-41 - AC Unit Only (Residential)]

118140 3361 NAUTICAL AV..22-1489 STIEGLITZ RONALD & BEVERLY LIVING TRUST \$50.00 \$10,500.00 Pending

[50-49 - Repair/Alter Existing HVAC System (Residential)]

118144 2751 S LE CAPITAIN CIR..21-4432 JESSICA J & CHRISTOPHER D COLLIER \$50.00 \$1.00 Closed

[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE/ AIR CONDITIONER/ HEAT PUMP

118145 853 JAMES ST..5-161 SHOUA L XIONG, ETAL \$50.00 \$14,217.00 Pending

[50-43 - Heating and Air Conditioning Units (Residential)]

118146 3410 WIGGINS WAY..22-1734-14 JANICE M VANDEVELDE IRREVOCABLE TRUST OF 2021 \$50.00 \$5,446.00 Pending

[50-45 - Heating Unit Only (Residential)]

118147 2659 DURHAM RD..22-1734-14 JANICE M VANDEVELDE IRREVOCABLE TRUST OF 2021 \$50.00 \$5,446.00 Pending

[50-45 - Heating Unit Only (Residential)]

117355 863 DOUSMAN ST..5-568 JAMIE L & NANCY L CORNWELL \$30.00 \$5,150.00 Closed

[60-29 - Water Service - Connection/Repair (Residential)]

117356 1026 PINE ST..9-107 BRITTANY L LETOURNEAU \$30.00 \$4,950.00 Closed

[60-29 - Water Service - Connection/Repair (Residential)]

117357 426 N ASHLAND AV..5-1039 DAVID VASQUEZ \$30.00 \$4,450.00 Closed

[60-29 - Water Service - Connection/Repair (Residential)]

117358 3477 HIGHLAND CENTER DR..21-8098 OLSON THOMAS L & JOAN M REVOCABLE TRUST \$30.00 \$4,000.00 Pending

[60-29 - Water Service - Connection/Repair (Residential)]

117785 806 N HENRY ST..21-2176 EVAN L KEEHAN \$30.00 \$4,000.00 Pending

[60-27 - Water Heater (Residential)]

117786 1235 COLONIAL AV..1-1824 DAVID R T & MINDY L POPKE \$30.00 \$3,000.00 Pending

[60-27 - Water Heater (Residential)]

117810 552 CHALLENGER DR..21-6985 JAMES A DAHLSTROM \$30.00 \$4,000.00 Pending

[60-29 - Water Service - Connection/Repair (Residential)] EMERGENCY REPAIR

117811 717 PINE ST..10-36 RUESCH PROPERTIES LLC \$30.00 \$4,000.00 Pending

[60-29 - Water Service - Connection/Repair (Residential)]

117812 831 KELLOGG ST..5-1447 LORETTA LOPEZ \$30.00 \$4,000.00 Pending

[60-29 - Water Service - Connection/Repair (Residential)]

117813 614 KELLOGG ST..5-1045 DEREK S & CELESTINE M JEFFREYS \$30.00 \$1,000.00 Closed

[60-29 - Water Service - Connection/Repair (Residential)]

117814 211 N ASHLAND AV..4-129 REBECCA KANZENBACH \$30.00 \$1,000.00 Closed

[60-29 - Water Service - Connection/Repair (Residential)]

117815	1020 E WALNUT ST..14-292	PEREZ PROPERTY MANAGEMENT LLC	\$30.00	\$1,000.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

117816	235 OXFORD AV..5-504	SABRINA V MYRICK	\$30.00	\$1,000.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

117823	455 VICTORIA ST..21-2416	SAMUEL MOSEY	\$30.00	\$5,000.00	Pending
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[60-33 - Storm Sewers - Connection/Repair (Residential)]

117841	622 S ROOSEVELT ST..14-1116	PAULA J & PETER J STANFORD	\$50.00	\$9,500.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

117854	144 ALLEN AV..21-1115	JOHN R STREU	\$50.00	\$16,870.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

117855	550 FRED ST..21-1714-E-9	WILLIAM D BANECK	\$50.00	\$15,742.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

117861	715 KELLOGG ST..5-1060	RENEE L ZICH	\$30.00	\$3,850.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

117862	851 DOUSMAN ST..5-1126	MICHAEL T DELFOSSE	\$30.00	\$4,350.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

117863	308 S ASHLAND AV..3-620	DOYLE PROPERTIES LLC	\$30.00	\$4,450.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

117864	1318 S BROADWAY..1-919	TAC RENTALS LLC	\$30.00	\$4,650.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

117865	221 OAK ST..3-649	THOMAS H & DEBRA A GIESE	\$30.00	\$4,850.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

117866	510 4th ST..2-161-H	DAN J & DEBORAH L DEROZIER	\$30.00	\$3,800.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

117876	720 ROY AV..18-1386	COLE & DANIELLE PETERSON	\$50.00	\$9,000.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)] WATER HEATER, SANITARY VENT, EMERGENCY SHUT OFF, TUB/ KITCHEN SINK FAUCET, BATHROOM DRAIN, AND OTHERS

117878	1421 ARGONNE DR..6-299-A-2	GREGORY JOHN & KATHLEEN M GAIE	\$50.00	\$16,009.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

117914	845 S ONEIDA ST..2-1084	MITUL PATEL	\$30.00	\$7,200.00	Pending
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[60-31 - Sanitary Sewers - Connection/Repair (Residential)]

117915	919 S OAKLAND AV..2-918	MB HOMES LLC	\$50.00	\$2,000.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

117922	1413 WESTERN AV..6-113-C	BROOK & MUNKHTSETSEG GRZELAK	\$50.00	\$3,904.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

117925	550 FAIR WINDS LN..21-7155	PATRICK B & NANCY L HARVEY	\$50.00	\$8,914.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

117934	928 N VAN BUREN ST..7-243 [60-33 - Storm Sewers - Connection/Repair (Residential)]	THAI DAO	\$30.00	\$2,500.00	Closed
117941	1715-1717 EDGEHILL DR..6H-1929 [60-31 - Sanitary Sewers - Connection/Repair (Residential)]	CARRIGAN PATRICK M & CARLA K REVOCABLE TRUST	\$30.00	\$1,200.00	Closed
117942	885 9th ST..1-12 [60-29 - Water Service - Connection/Repair (Residential)]	ANDREW A BURKE	\$30.00	\$1,200.00	Pending
117945	1136 SHADOW LN..1-2295 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	JARED D & ANA L OLSEN	\$50.00	\$5,000.00	Closed
117954	1422 EMILIE ST..17-638 [60-33 - Storm Sewers - Connection/Repair (Residential)] DRAINS IN BACKYARD	JANE M SPREEMAN	\$30.00	\$4,800.00	Closed
117960	533 ROBERT LN..21-3402 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	PAULA JEAN & RONALD CASIMIR KADLUBOWSKI	\$50.00	\$897.00	Closed
117963	1349 DESNOYERS ST..18-1269 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	JUSTIN KOEHLER	\$50.00	\$882.00	Pending
117964	491 LEAH LN..21-7149 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	LESLIE H PESOLA REVOCABLE TRUST OF 2024	\$50.00	\$2,554.00	Closed
117971	1759 ASPEN LN..6-1949 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	WILSON DONALD P & JEAN K REVOCABLE TRUST	\$50.00	\$5,000.00	Closed
117972	351 CROSSWINDS LN..21-7675 [60-27 - Water Heater (Residential)]	STACEY A & KEVIN K SEEDORF	\$30.00	\$5,263.00	Closed
117973	868 HUBBARD ST..5-575 [60-29 - Water Service - Connection/Repair (Residential)]	BARBARA J WAERZEGGERS	\$30.00	\$4,000.00	Closed
117991	1609 MAIN ST..21-2009 [60-32 - Storm Sewers - Connection/Repair (Commercial)]	MCDONALDS CORP	\$155.00	\$60,000.00	Withdrawn
118022	1759 ASPEN LN..6-1949 [60-31 - Sanitary Sewers - Connection/Repair (Residential)]	WILSON DONALD P & JEAN K REVOCABLE TRUST	\$30.00	\$10,000.00	Withdrawn
118041	2505 ST. ANN DR..21-5831 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	ASHLEY L SCHUTZ	\$50.00	\$1,600.00	Pending
118042	1156 CHANTEL ST..6-2224 [60-27 - Water Heater (Residential)]	LOR & GER XIONG	\$80.00	\$7,500.00	Pending
118043	504 ABRAMS ST..21-2660 [60-27 - Water Heater (Residential)]	CARZAM LLC	\$30.00	\$5,000.00	Pending
118065	1321 CEDAR ST..8-337 [60-29 - Water Service - Connection/Repair (Residential)]	RUESCH PROPERTIES LLC	\$30.00	\$4,000.00	Closed
118066	332 S WEBSTER AV..14-752 [60-28 - Water Service - Connection/Repair (Commercial)]	MARQ INVESTMENTS LLC	\$30.00	\$4,000.00	Closed

118081	317 BLONDE AV..21-91-14 [60-27 - Water Heater (Residential)]	PATTY A ANDERSON	\$30.00	\$2,500.00	Pending
118095	860 DIVISION ST..5-1425 [60-27 - Water Heater (Residential)]	MCKENZIE N MACLAINE	\$30.00	\$2,000.00	Closed
118117	135 BLITHE ST..6-1903 [60-33 - Storm Sewers - Connection/Repair (Residential)]	MATTHEW P GEORGE	\$30.00	\$300.00	Closed
118169	312 S CLAY ST..14-887 [60-33 - Storm Sewers - Connection/Repair (Residential)]	URBANE ENTERPRISES LLC	\$30.00	\$3,000.00	Closed
117893	419 DONALD DRIVER WAY ..5-1772 [70-1 - Signs - Permanent] Signage for apartments and leasing office. (2) 21.7 x 1.2 wall signs (2) 8.3 x 1.0 wall signs for leasing Numbering for addressing waived	THE FORT LP	\$244.34	\$5,000.00	Pending
117910	2222 DECKNER AV..21-1178 [70-1 - Signs - Permanent] Wall sign for Commons Entrance 20.5 SF	GREEN BAY AREA PUBLIC SCHOOL DISTRICT PREBLE	\$100.27	\$6,440.00	Pending
117939	2138 MAIN ST..21-453-2 [70-1 - Signs - Permanent] 21.5 x 3.0 projecting wall signage on north and east elevation.	PDQ REAL ESTATE HOLDINGS LLC	\$194.50	\$14,000.00	Pending
117989	818 LAMBEAU ST..6H-1631 [70-1 - Signs - Permanent] Updated 13.3' x 7.6' Pylon Sign	TRTP PROPERTIES LLC	\$140.54	\$0.00	Pending
117997	1620 W MASON ST..6-149-4 [70-1 - Signs - Permanent] Replacing of 4.5 x 14.0 wall sign on building. Other monumument and pylon signage is replace in kind and does not require permitting	SILVER MOON PROPERTIES LLC	\$121.50	\$5,500.00	Pending
118000	2470 W MASON ST..6H-2187 [70-1 - Signs - Permanent] 2 new wall signs, replace in kind pylon signage	USA IN TRUST FOR SUMMERS FRANK	\$165.30	\$7,000.00	Pending
118064	1219 W MASON ST..2-1274 [70-1 - Signs - Permanent] 13.7 x 6.7 freestaning Culvers Sign and 4.4 x 8.3 EMC signage	1219 W MASON STREET LLC	\$194.16	\$1.00	Pending
118083	520 N BROADWAY , SUITE 390..5-1757 [70-1 - Signs - Permanent] 30" x 120" = 25 sq ft Projecting Sign	DDL HOLDINGS LLC	\$102.50	\$1,800.00	Pending
118108	103 S MILITARY AV..6-251-D [70-1 - Signs - Permanent] (2) New Signs 13.4 x 3 Wall Sign 0.6 x 7.7 Window Sign Replace in Kind: Pylon sign tenant signage. No fee on this signage	MARKET BACELINE LLC	\$152.41	\$3,850.00	Pending
Totals:	301 projects		\$40,393.38	\$23,848,115.8 4	

Summary of Projects Issued

9/1/2024 to 9/30/2024

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
2 Residential - Addition - Single Family House	3	2	3	3	3	2	3	0	\$784.35	\$200,745.00
2 Residential - Alteration - 1 -2 Family House	22	1	12	22	16	12	14	0	\$4,859.73	\$959,166.00
4 Residential - Addition - Garage, Carport	2	2	2	2	2	0	0	0	\$330.00	\$42,000.00
7 Deck, Porch, Patio, Ramp (Residential)	23	13	15	23	0	0	0	0	\$2,275.00	\$209,550.00
9 Demolition - Interior (Residential)	1	0	0	1	0	0	0	0	\$50.00	\$1.00
9 Raze - Building or Structure (Residential)	2	0	0	2	0	0	0	0	\$100.00	\$21,000.00
11 Driveway Replacement and/or Expansion (Residential)	20	1	1	20	0	0	0	0	\$1,250.00	\$161,604.00
11 Fence (Residential)	22	0	0	22	0	0	0	0	\$1,100.00	\$177,874.00
11 Foundation Repair (Residential)	11	1	2	11	0	0	3	0	\$775.00	\$132,972.00
11 Garage/Carport/Shed (residential)	11	3	3	11	1	0	0	0	\$818.40	\$99,956.00
11 Z - Misc Project Not Listed (Residential)	6	1	2	6	1	0	0	0	\$425.00	\$87,050.00
30 Commercial - Alteration - Multi-Family of 3 or more units	1	0	0	1	1	0	1	0	\$413.72	\$69,378.84
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	9	2	11	9	8	5	7	0	\$12,475.91	\$11,921,559.00
31 Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)	3	2	5	3	1	1	2	1	\$3,677.98	\$962,501.00
34 Demolition - Interior (Commercial)	3	0	0	3	0	0	0	0	\$210.00	\$3,996,847.00
34 Fence (Commercial)	2	0	0	2	0	0	0	0	\$140.00	\$15,000.00
34 Parking Lot - New & Reconstruction (Commercial)	2	1	0	2	0	0	0	1	\$825.54	\$440,000.00
34 Roofing (Commercial)	2	0	0	2	0	0	0	0	\$707.23	\$1,824,300.00
34 Temporary Office/Trailer/Event (Commercial)	2	0	0	2	1	1	1	0	\$70.00	\$43,500.00
34 Window, Door - Replacement (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$6,900.00
34 Z - Misc Project Not Listed (Commercial)	5	2	1	5	2	0	1	0	\$500.00	\$1,378,621.00
40 Electrical Service - Repair (Commercial)	4	0	0	0	4	0	0	0	\$350.00	\$15,300.00
40 Electrical Service - Change (Residential)	8	0	0	0	8	0	0	0	\$400.00	\$19,485.00
40 Electrical Service - Repair (Residential)	7	0	0	0	7	0	0	0	\$350.00	\$8,450.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	1	0	0	0	1	0	0	0	\$140.00	\$20,000.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	8	0	0	0	8	1	0	0	\$450.00	\$40,651.00
40 Solar Panels - Electric	3	0	3	3	3	0	0	0	\$375.00	\$39,377.00
50 AC Unit Only (Commercial)	1	0	0	0	0	1	0	0	\$70.00	\$19,060.00
50 AC Unit Only (Residential)	16	0	0	0	0	16	0	0	\$800.00	\$98,550.00
50 Heating and Air Conditioning Units (Commercial)	1	0	0	0	0	1	0	0	\$140.00	\$13,600.00
50 Heating and Air Conditioning Units (Residential)	13	0	0	0	0	13	0	0	\$650.00	\$141,304.00
50 Heating Unit Only (Commercial)	1	0	0	0	0	1	0	0	\$70.00	\$5,046.00
50 Heating Unit Only (Residential)	21	0	0	0	0	21	0	0	\$1,050.00	\$135,892.00
50 Repair/Alter Existing HVAC System (Commercial)	1	0	0	0	0	1	0	0	\$140.00	\$172,700.00
50 Repair/Alter Existing HVAC System (Residential)	3	0	0	0	0	3	0	0	\$150.00	\$29,750.00
60 Repair/Alter Existing Plumbing System (Residential)	14	0	0	0	0	0	14	0	\$700.00	\$97,872.00

60 Sanitary Sewers - Connection/Repair (Residential)	3	0	0	0	0	0	3	0	\$90.00	\$18,400.00
60 Storm Sewers - Connection/Repair (Commercial)	1	0	1	0	0	0	1	0	\$155.00	\$60,000.00
60 Storm Sewers - Connection/Repair (Residential)	5	0	0	0	0	0	5	0	\$150.00	\$15,600.00
60 Water Heater (Residential)	7	0	0	0	0	1	7	0	\$260.00	\$29,263.00
60 Water Service - Connection/Repair (Commercial)	1	0	0	0	0	0	1	0	\$30.00	\$4,000.00
60 Water Service - Connection/Repair (Residential)	20	0	0	0	0	0	20	0	\$600.00	\$69,700.00
70 Signs - Permanent	9	9	0	9	0	0	0	0	\$1,415.52	\$43,591.00
Totals:	301	40	61	165	67	80	83	2	\$40,393.38	\$23,848,115.84



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year September, 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.)	\$ 45,972.78	\$ 45,972.78			
Adjustment (if applicable)	\$ -60.00	\$ -60.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 22,000.53	\$ 19,100.97		\$ 2,899.56	
Adjustment (if applicable)	\$ -76.00	\$ -66.00		\$ -10.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 10,889.17			\$ 10,889.17	
Adjustment (if applicable)	\$ -15.60			\$ -15.60	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 5,701.52		\$ 5,701.52		
Adjustment (if applicable)	\$ -20.00		\$ -20.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 10,799.50		\$ 4,376.10	\$ 6,423.40	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 7,449.28			\$ 7,449.28	
Adjustment (if applicable)	\$ -26.00			\$ -26.00	
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.)	\$ 600.00		\$ 600.00		
Adjustment (if applicable)	\$ -50.00		\$ -50.00		
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
11. Safe Ride Program (s. 85.55, Stats.)	\$ 1,225.00			\$ 1,225.00	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 104,390.18	\$ 64,947.75	\$ 10,607.62	Pay This Amount \$ 28,834.81	



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

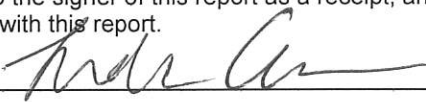
II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEIL BASTEN Signature:  Date: 10-1-24

III. TREASURER'S CERTIFICATION

I hereby certify that the above amount due the state has been received. After so certifying, a copy of this report will be returned to the signer of this report as a receipt, and the stated amount will be remitted to the Department of Administration with this report.

Treasurer:  Date: 10-8-24

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>

FINAL PAYMENTS RESOLUTION
October 15, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. **SEWERS 3-23 (SANITARY SEWER – EAST RIVER CROSSING AT GROVE STREET)**
PTS CONTRACTORS, INC.

TOTAL AMOUNT EARNED:	\$ 1,368,763.49
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 1,368,763.49
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 1,334,544.40</u>
AMOUNT DUE THIS PAYMENT:	\$ 34,219.09

ACCOUNT NUMBER
403500-55355-68033: \$34,219.09
PO #2300183

2. **PAVEMENT 4-23 BERNER STREET RECONSTRUCTION**
PTS CONTRACTORS, INC.

TOTAL AMOUNT EARNED:	\$ 1,965,380.19
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 1,965,380.19
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 1,911,519.26</u>
AMOUNT DUE THIS PAYMENT:	\$ 53,860.93

ACCOUNT NUMBER
401500E-55303-65193: \$3,621.68
403500-55303-65193: \$50,239.25
PO #2300130

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

sap

**RESOLUTION AUTHORIZING THE SUBMISSION OF A COMMUNITY
DEVELOPMENT INVESTMENT GRANT APPLICATION FOR 211 N. BROADWAY**

October 15, 2024

WHEREAS, the Community Development Investment (CDI) grant program, managed by the Wisconsin Economic Development Corporation (WEDC), provides incentives for shovel-ready projects that prioritize downtown community development, resulting in measurable benefits such as job creation, increased property values, and leveraged investments from local and private partners; and

WHEREAS, On Broadway, Inc. proposes to rehabilitate a 45,960 square foot building at 211 N. Broadway, which will allow for the establishment of a public market; and

WHEREAS, On Broadway, Inc. intends to submit an application for a CDI grant to assist with the project costs; and

WHEREAS, WEDC requires a City resolution authorizing On Broadway, Inc. to submit a grant application as a prerequisite for the CDI grant application process; and

THEREFORE, BE IT RESOLVED, by the Common Council of the City of Green Bay that the City authorizes the submittal of a CDI grant application by On Broadway, Inc. for the rehabilitation of 211 N. Broadway to establish a public market.

Adopted _____

Approved _____

Mayor

Clerk

Attachment – Map

Project Map – Green Bay Public Market, 211 N. Broadway



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
- PLS5 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

**RESOLUTION AUTHORIZING THE SUBMISSION OF A SMALL BUSINESS
DEVELOPMENT GRANT APPLICATION**

October 15, 2024

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) is piloting a Small Business Development Grant (SBDG) program to encourage communities and economic development partners to invest in their small businesses by developing programs to support small businesses and small business creation; and

WHEREAS, the City of Green Bay (the “City”) recognizes the vital role small businesses play in fostering economic growth, creating jobs, and enhancing the quality of life for its residents; and

WHEREAS, the City seeks to promote small business development through access to Revolving Loan Funds that can assist with various business needs, including but not limited to start-up expenses, marketing, operational improvements, working capital, equipment purchases and workforce development; and

WHEREAS, applying for the Wisconsin Economic Development Corporation SBDG program will provide the City with resources to support local entrepreneurs and strengthen the community’s economic base; and

WHEREAS, a resolution authorizing the submission of a grant application by the City of Green Bay is a prerequisite for the submission of a Small Business Development Grant application; and

WHEREAS, should a Small Business Development Grant be awarded and accepted, the City will maintain, document and submit periodic performance metrics and other contract deliverables until completion of the project; and

WHEREAS, the City is committed to ensuring that all eligible small businesses within its jurisdiction, including businesses that are diversely owned by minorities, women, and veterans, have access to these valuable resources;

THEREFORE, BE IT RESOLVED, by the Common Council of the City of Green Bay that the City requests funds available from the Wisconsin Economic Development Corporation through the SBDG program and will comply with all of the requirements of the program and hereby authorizes the Development Director to act on the behalf of the City to submit a SBDG application to WEDC, sign documents and take necessary action to undertake, direct and complete approved grant activities.

BE IT FURTHER RESOLVED that the City of Green Bay shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Adopted _____

Approved _____

Mayor

City Clerk

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: September 26, 2024

Received and filed in Madison, Wisconsin:

ID # 05606047

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 **5.50** 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 **5.50** 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: September 26, 2024

Received and filed in Madison, Wisconsin:

ID # 05606046

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 **5.50** 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 **5.50** 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	_____
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9.	Alderman _____	voted	_____
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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:

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TOTAL INDEBTEDNESS:	\$ _____

Clerk (Signature)

Clerk (Print or Type Name)

City of **Green Bay**

County(ies) of **Brown**,

State of Wisconsin

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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: September 26, 2024

Received and filed in Madison, Wisconsin:

ID # 05606048

RAS

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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 **5.50** percent per annum.

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Clerk (Signature)

Clerk (Print or Type Name)

City of **Green Bay**

County(ies) of **Brown**

State of Wisconsin

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STATE OF WISCONSIN
COUNTY(IES) OF **BROWN**

TO: THE BOARD OF COMMISSIONERS OF PUBLIC LANDS

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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

**RESOLUTION AUTHORIZING
BUDGET AMENDMENT**

October 15, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

Pursuant to the recommendation of the Finance Committee at its meeting of October 8, 2024, the following 2024 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
Increase:	101300 50501	Police-Overtime	\$73,666.80
Increase:	101300 46223	Police Overtime Reimbursement	\$73,666.80

***This budget amendment is for 2024 unbudgeted overtime for staffing at the FBI and Internet Crimes Against Children Task Forces and unbudgeted special events such as the Packer Concert, Ignight Markets on Broadway, Friday's on the Fox, Art Fest, Flex WCRC Football Camp, Rear In Gear 5K, WI Chiefs Conference, Islamic Society of WI, Notre Dame Academy Football game, Presidential Rallies and Farmer's Markets.*

Increase:	101300 50501	Police-Overtime	\$7,279.63
Increase:	101300 43210 27327	Police Overtime Reimbursement	\$7,279.63

***This budget amendment is for 2024 unbudgeted overtime for being reimbursed by the Police2Peace Grant.*

Increase:	101400 50501	Fire-Overtime	\$5,415.74
Increase:	101400 46223	Fire Overtime Reimbursement	\$5,415.74

***This budget amendment is for 2024 unbudgeted overtime for staffing at events such as the Packer 5K, UWGB Cross Country, UWGB Festival, Presidential Rallies and Packer Concert.*

Increase:	101400 50501	Fire-Overtime	\$893.75
Increase:	101400 43611	Fire-State Overtime Reimbursement	\$893.75

***This budget amendment is for 2024 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 1824 TENTH AVENUE
(ZP 24-34)**

October 15, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 24-15 and the recommendation of the Plan Commission on October 7, 2024, the City of Green Bay does authorize a Conditional Use Permit (CUP) to allow for the establishment of a carriage house in the Low-Density Residential (R1) zoning district on the following described property located at 1824 Tenth Avenue:

Legal Description:

LOTS ONE HUNDRED FIFTY-NINE (159), ACCORDING TO THE
RECORDED PLAT OF HIGHLAND PARK ADDITION, IN THE CITY OF
GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY,
WISCONSIN.

Tax Parcel No. 1-1232

Said conditional-use permit shall be granted subject to:

1. An approved Variance for Section 44-1580(g)(5) relating to lot size for carriage houses.
2. The height of the primary structure (house) shall exceed the height of the accessory structure (carriage house) at the time of occupancy of the carriage house.
3. At least one unit on this parcel shall be owner occupied.
4. Only one unit on this parcel is allowed to be a short-term rental (as defined by Green Bay Municipal Code).
5. Compliance with all other regulations of the Green Bay Municipal Code.

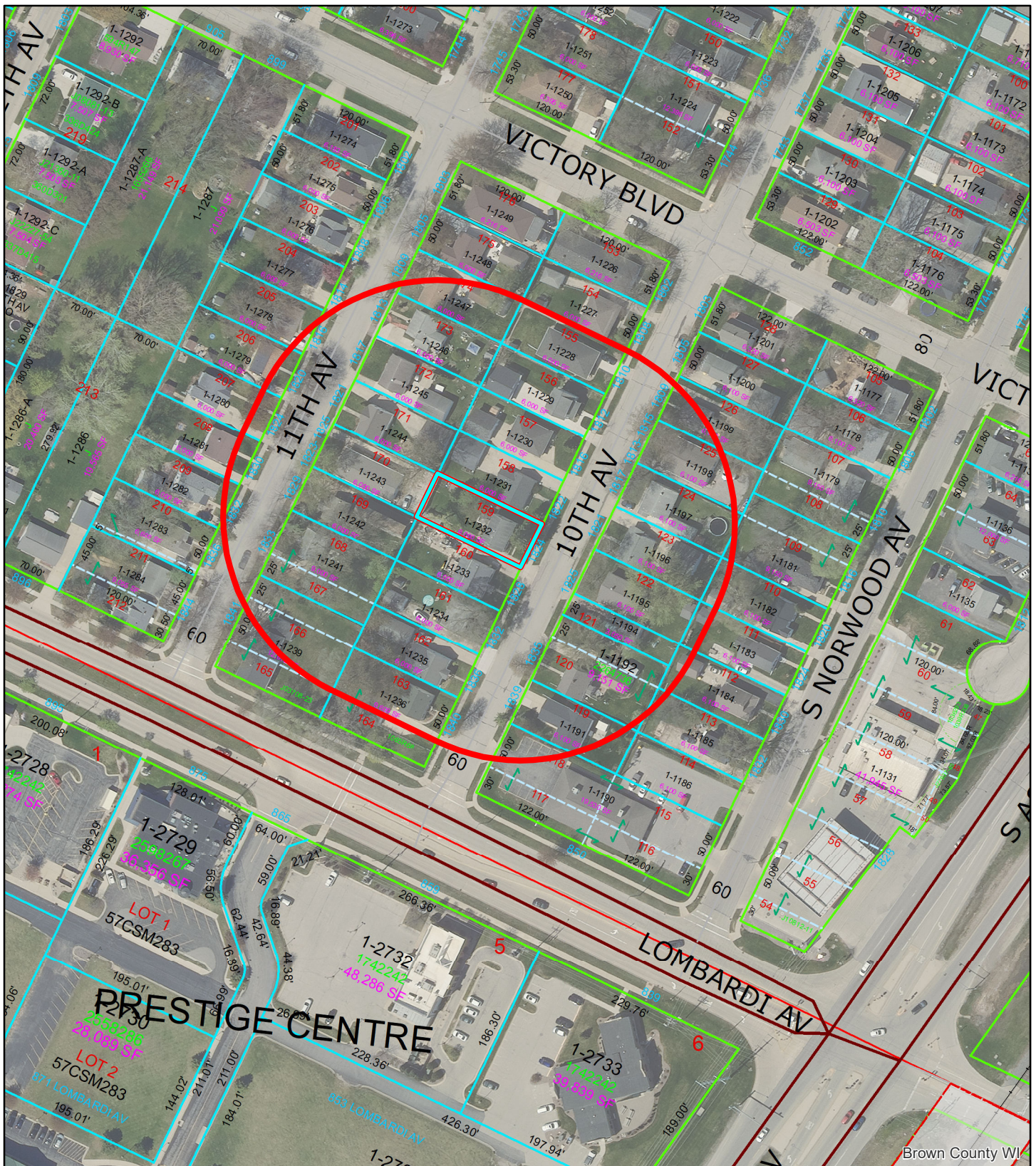
Adopted _____

Approved _____

Mayor

Clerk

sjh
Attachment – Map



(ZP 24-34) Carriage House at 1824 10th Avenue



- 1824 10th Avenue
- 200' Notification Area



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 25 Sep 2024 X:\Planning\Basemaps\template_8.5x11.mxd



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

MEETING DATE

October 15, 2024

PREPARED BY

AGENDA ITEM # V.I

General Ordinance 27-24

An ordinance amending section 4-10(f)1, Green Bay Municipal Code, relating to alcohol beverage license restrictions.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Clerk's Office Limited Expansion Request Memo
2. Draft G.O. 27-24 Relating to Alcohol Beverage License Restrictions (redline)



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

Limited Expansion of a Licensed Premises Memo

The City of Green Bay Clerk's Office accepts limited expansion of a licensed premises requests online, by mail, or in-person.

The liquor page for existing establishments offers excellent resources like fact sheets, submittal deadlines for requests, and an online submittal process for limited expansions.

Website:

<https://www.greenbaywi.gov/1258/Liquor-Sales---Existing-Establishments>



Online Form

The online submittal of limited expansion of a licensed premises has been in place since 2023. The Clerk's Office spoke at a Brown County Tavern League meeting to inform license holders. The fact sheet and application were included in the renewal packet of "Class B" license holders mailed for the 2024-2025 liquor license year.

If Council approves the proposal to allow more than 3 consecutive days during the draft, the Clerk's Office will update their limited expansion fact sheet, paper, and online forms to note the exception.

The Clerk's Office will use the existing process to accept requests for limited expansion of a licensed premises.

If approved by Council, requests more than 3 days during the draft may be accepted as soon as the ordinance goes into effect.

GENERAL ORDINANCE NO. 27-24

**AN ORDINANCE
AMENDING SECTION 4-10(f)1,
GREEN BAY MUNICIPAL CODE,
RELATING TO ALCOHOL BEVERAGE LICENSE RESTRICTIONS**

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

SECTION 1. Section 4-10(f)1, Green Bay Municipal Code, is hereby amended to read:

(f) *Outdoor areas.*

(1) *New applications.* The premises, as described in a license application under this chapter, may include a privately owned or controlled outdoor area for use no more than ~~three~~ **five** consecutive days and no more than 90 days in a licensing year. The inclusion of the outdoor area in the licensed premises description shall be subject to review in the same manner as any other license application and the restrictions provided in this chapter.

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

SECTION 3. Effective date. This ordinance shall take effect on April 1, 2025, after its passage and publication.

SECTION 4. Sunset Provision. This ordinance shall hereby be repealed effective May 1, 2025.

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

law

10/15/2024

ZONING ORDINANCE NO. 23-24

**AN ORDINANCE REZONING PROPERTY LOCATED AT 1830 MILITARY
ACCESS ROAD FROM LOW-DENSITY RESIDENTIAL TO PUBLIC
INSTITUTIONAL
(ZP 24-33)**

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as tax parcel 6-310, which is located at the 1830 Military Access Road from (R1) Low-Density Residential District to Public Institutional (PI) District.:

Parcel Lot One (1), Volume 22 Certified Survey Maps, Page 178, Brown County Map #3837; said map being part of lots Nineteen (19) and Twenty (20), according to the recorded Plat of C.L.A. Tank's Subdivision of Private Claim 12 and the North ½ of Private Claim 13, West side of Fox River, in the City of Green Bay, Brown County, Wisconsin.

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:

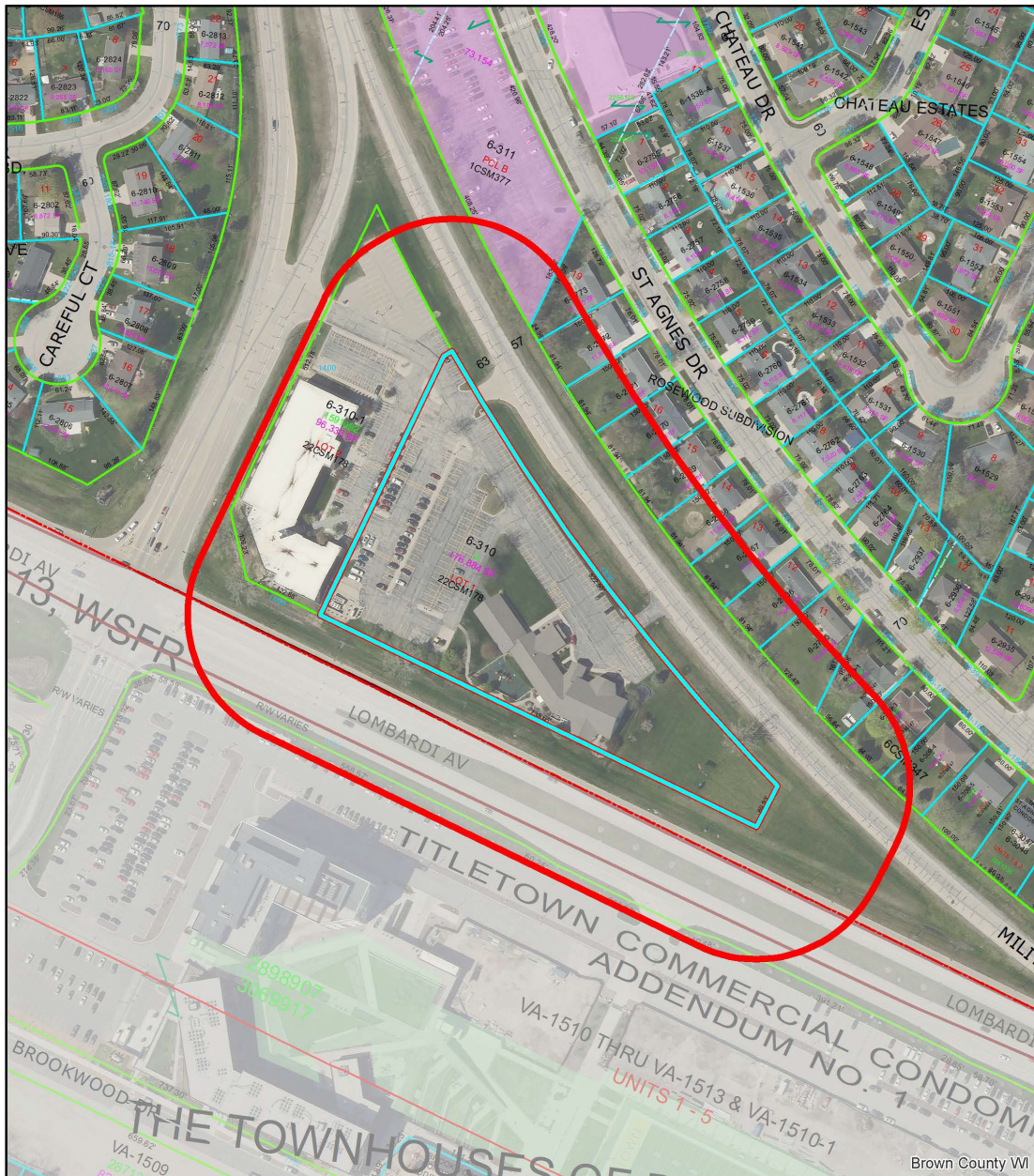
Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

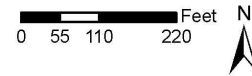
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Attachment – Map

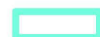
ZONING ORDINANCE NO. 23-24
PAGE 2



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. 25 Sep 2024 X:\Planning\Bases\maps\template_8.5x11.mxd

**(ZP 24-33) Rezoning
at 1830 Military Avenue**

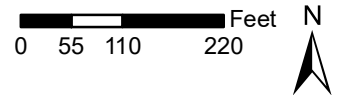


-  1830 Military Avenue
-  200' Notification Area



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 25 Sep 2024 X:\Planning\Basemaps\template_8.5x11.mxd

(ZP 24-33) Rezoning at 1830 Military Avenue



- 1830 Military Avenue
- 200' Notification Area

PLANNING ORDINANCE NO. 03-24

**AN ORDINANCE
APPROVING A THREE-LOT CERTIFIED SURVEY MAP
AT 2035 CRESTWOOD SPRINGS DRIVE, 2041 CRESTWOOD SPRINGS DRIVE,
2045 CRESTWOOD SPRINGS DRIVE, 0 BAYBERRY COURT,
AND 0 PACKERLAND DRIVE
(CSM 24-15)**

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

SECTION 1. Pursuant to Section 34-2, GBMC, and the recommendation of the Plan Commission on October 7, 2024, a Certified Survey Map is hereby approved for the following described property located at 2035 Crestwood Springs Drive, 2041 Crestwood Springs Drive, 2045 Crestwood Springs Drive, 0 Bayberry Court, and 0 Packerland Drive as depicted in the map attached hereto as Exhibit A and made a part of this ordinance as though fully set forth herein.

2035 Crestwood Drive (6h-4449)

Lot Twenty-Two (22), Plat of Pine Acres Estates, City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

2041 Crestwood Drive (6h-4448)

Lot Twenty-One (21), Plat of Pine Acres Estates, City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

2045 Crestwood Drive (6h-4447)

Lot Twenty (20), Plat of Pine Acres Estates, City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

0 Bayberry Court (6h-1247-2)

That Part of Lots 21 and 22, Section 32, Township 24 North, Range 20 East, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, Lying West of a Line which is 946.91 Feet East of and Parallel to the West Line of the Said East 16 Acres of Said Lot 24, Excepting the North 208.71 Feet of the 176.81 Feet Thereof, and Excepting Therefrom Sunset Plat.

0 Packerland Drive (6h-1247-3)

That Part of Lots 21 and 22, Section 32, Township 24 North, Range 20 East, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, described as follows:

Bounded on the West by a Line that is 946.91 Feet East of and Parallel to the West Line of the East 16 Acres of Lot 24, Section 32, Township 24 North, Range 20 East and Bounded on the East by a Line that is 1749.0 Feet East of and Parallel to the West Line of Said East 16 Acres of Said Lot 24, Excepting Therefrom the West 31.9 Feet of the North 208.71 Feet Thereof and Excepting Therefrom Sunset Plat.

SECTION 2. Approval of said Certified Survey Map is deemed an amendment to the Official Map of the City of Green Bay in accordance with Wis. Stats. § 62.23(6)(d), as it includes the location of new planned streets. Pursuant to Section 34-2, GBMC, and the recommendation of the Plan Commission on October 7, 2024, and following the public

hearing held on said amendment on November 12, 2024, the Official Map of the City of Green Bay is hereby amended as depicted in the map attached as Exhibit A.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall not take effect until after a public hearing is held on November 12, 2024, and the adoption and publication of this ordinance.

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

dam

Attachments – Certified Survey Map

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CERTIFIED SURVEY MAP

LOTS 20, 21 & 22 OF THE RECORDED PLAT "PLAT OF PINE ACRES ESTATES" (VOLUME 24, PLATS, PAGE 73, DOCUMENT NUMBER 2825587, BROWN COUNTY RECORDS), SAID PLAT BEING IN PART OF LOTS 23 & 24, SECTION 32, AND ALSO PART OF LOT 22, SAID SECTION 32, ALL IN T24N-R20E, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, do hereby certify that I have surveyed, divided and mapped all of Lots 20, 21 & 22 of the recorded plat "Plat of Pine Acres Estates" (Volume 24, Plats, Page 73, Document Number 2825587, Brown County Records), said plat being in part of Lots 23 & 24, Section 32, and also part of Lot 22, said Section 32, all in T24N-R20E, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the West ¼ Corner of Section 32, T24N-R20E; thence S89°37'30"E, 2408.76 feet along the North line of the Southwest 1/4 corner of Section 32, T24N-R20E; thence S0°01'23"E, 175.20 feet to the Southeast Corner of Lot 16 of the Plat of "Sunset Plat", (Volume 15, Plats, Page 28, Document Number 741572, Brown County records) being the Point of Beginning; thence S0°00'02"E, 469.40 feet along the monumented West line of the recorded plat of "Vista Grande", (Volume 17, Plats, Page 5, Document Number 878984, Brown County Records); thence N89°55'29"W, 1184.14 feet along the monumented North line of the recorded plat of "Crestwood Springs" (Volume 17, Plats, Page 147, Document Number 932935, Brown County Records) and its extension; thence N00°06'18"W, 255.54 feet along the monumented West line of Lots 20, 21 and 22 of the recorded plat of "Plat of Pine Acres Estates" (Volume 24, Plats, Page 73, Document Number 2825587, Brown County Records), also being the East right of way of Crestwood Springs Drive; thence 18.96 feet along said West line and East right of way being an arc of a 12.00 foot radius curve to the Right whose long chord bears N45°09'21"E, 17.05 feet; thence S89°34'59"E, 84.73 feet along the monumented North line of said Lot 22 of recorded plat, also being the South right of way of Lafayette Drive; thence N0°07'49"W, 207.93 feet along the monumented East line of Lot 23 of said recorded plat and the East right of way of said Lafayette Drive; thence S89°37'45"E, 109.42 feet along the monumented South line of Lots 6 and 7 of said Sunset Plat; thence S0°01'30"E, 33.70 feet along the monumented West line of Lot 1, Volume 6, Certified Survey Maps, Page 393, Map Number 1599, Document Number 861605, Brown County Records; thence S89°37'45"E, 208.71 feet along the monumented South line of said Lot 1 and Lot 2 of said Certified Survey Map; thence N0°01'30"W, 33.70 feet along the monumented East line of said Lot 2; thence S89°37'45"E, 770.15 feet along the monumented South line of Lots 9 though 16 of said Sunset Plat to the Point of Beginning.

Parcel contains 532,466 square feet / 12.22 acres more or less.
Road dedication 9,539 square feet / 0.22 acres more or less.
Parcel is subject to easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the City of Green Bay and the Brown County Planning Commission Code in surveying, dividing and mapping the same.

Steven M. Bieda
PLS-2275
September 3rd, 2024
revised:
October 1st, 2024



Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	18.96'	12.00'	17.05'	N45°09'21"E	90°31'19"	-
3-4	48.46'	55.00'	46.90	S64°20'39"E	50°28'41"	S39°56'20"E
4-6	221.24	55.00'	99.50'	N25°38'02"E	230°28'44"	-
4-5	48.09'	55.00'	46.57'	S64°10'27"E	50°05'42"	-
5-6	173.15'	55.00'	110.00	N0°35'11"E	180°23'02"	-



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CERTIFIED SURVEY MAP

LOTS 20, 21 & 22 OF THE RECORDED PLAT "PLAT OF PINE ACRES ESTATES" (VOLUME 24, PLATS, PAGE 73, DOCUMENT NUMBER 2825587, BROWN COUNTY RECORDS), SAID PLAT BEING IN PART OF LOTS 23 & 24, SECTION 32, AND ALSO PART OF LOT 22, SAID SECTION 32, ALL IN T24N-R20E, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

CERTIFICATE OF THE GREEN BAY CITY CLERK

As the duly appointed City Clerk for the City of Green Bay, I hereby certify that the records in my office show no unpaid taxes or special assessments affecting any of the lands included in the Certified Survey Map.

Celestine Jeffreys Date
Green Bay City Clerk

CERTIFICATE OF THE CITY OF GREEN BAY

Approved for the City of Green Bay, as required by Wisconsin Statutes Chapter 236, and the City of Green Bay Municipal Code Chapter 36, Subdivisions, on this _____ day of _____, 20____.

Cheryl Renier-Wigg
Director of Community and Economic Development

OWNER'S CERTIFICATE

As Owners, We hereby certify that we caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented hereon. We understand that the City will discontinue any public improvements upon discovery or notice of any other condition requiring abnormal public improvement costs. We further acknowledge that the City's action or inaction in this regard shall not be construed as an admission of liability for hazardous waste clean-up or burial site preservation costs. We certify that this Certified Survey Map is required by s.236.10 or 236.12 to be submitted to the following for approval or objection:

CITY OF GREEN BAY

Thomas J. Saphner Mary K. Saphner
Thomas J. and Mary K. Saphner, as Trustees of The Thomas J. and Mary K. Saphner Trust of 1996, u/d/o August 30, 1996

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

Notary Public My Commission Expires _____
Brown County, Wisconsin

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

Steven M. Bieda
PLS-2275
September 3rd, 2024
revised: October 1st, 2024



© Vierbicher Associates, Inc.

01 Oct 2024 - 9:10a G:\Projects\B-15018 Bouchie Eric Street west Green Bay Brown Co\DWG\B-15018CSM 082624.dwg by:nkov © Vierbicher Associates, Inc.

CERTIFIED SURVEY MAP

LOTS 20, 21 & 22 OF THE RECORDED PLAT "PLAT OF PINE ACRES ESTATES" (VOLUME 24, PLATS, PAGE 73, DOCUMENT NUMBER 2825587, BROWN COUNTY RECORDS), SAID PLAT BEING IN PART OF LOTS 23 & 24, SECTION 32, AND ALSO PART OF LOT 22, SAID SECTION 32, ALL IN T24N-R20E, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

NOTES

This Certified Survey Map is a (portion or all) of tax parcel number 6H-1247-2, 6H-4447, 6H-4448 and 6H-4449.

The property owner(s) of record are Thomas J. and Mary K. Saphner, as Trustees of The Thomas J. and Mary K. Saphner Trust of 1996, u/d/o August 30, 1996.

This Certified Survey Map is contained wholly within the property described in the following recorded instrument(s) Document No. 2848857 and 2869118.

City of Green Bay zoning and building approvals are required prior to commencing construction of buildings, structures, drives, or parking areas, and may also be required prior to commencing grading, excavation, filling, or other land disturbing activity.

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the City of Green Bay has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

Development on Lot 1 requires public sewer and water be available OR acquisition of all state, county, and/or municipal permits concerning onsite sewage disposal systems for sanitary waste disposal.

Subject parcels lie within Airport Zoning District "C".The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

Concrete sidewalks shall be installed along the east of Crestwood Springs Drive for Lots 2 and 3 and along both sides of Lafayette Drive for Lots 1 and 3 at the time that the lots are developed and prior to receiving an occupancy permit or as directed by the Common Council of the City of Green Bay.

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

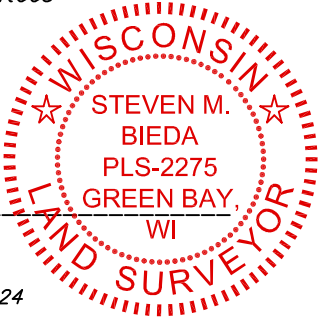
Thomas J. and Mary K. Saphner of Thomas J. and Mary K. Saphner, as Trustees of The Thomas J. and Mary K. Saphner Trust of 1996, u/d/o August 30, 1996, Grantor, to

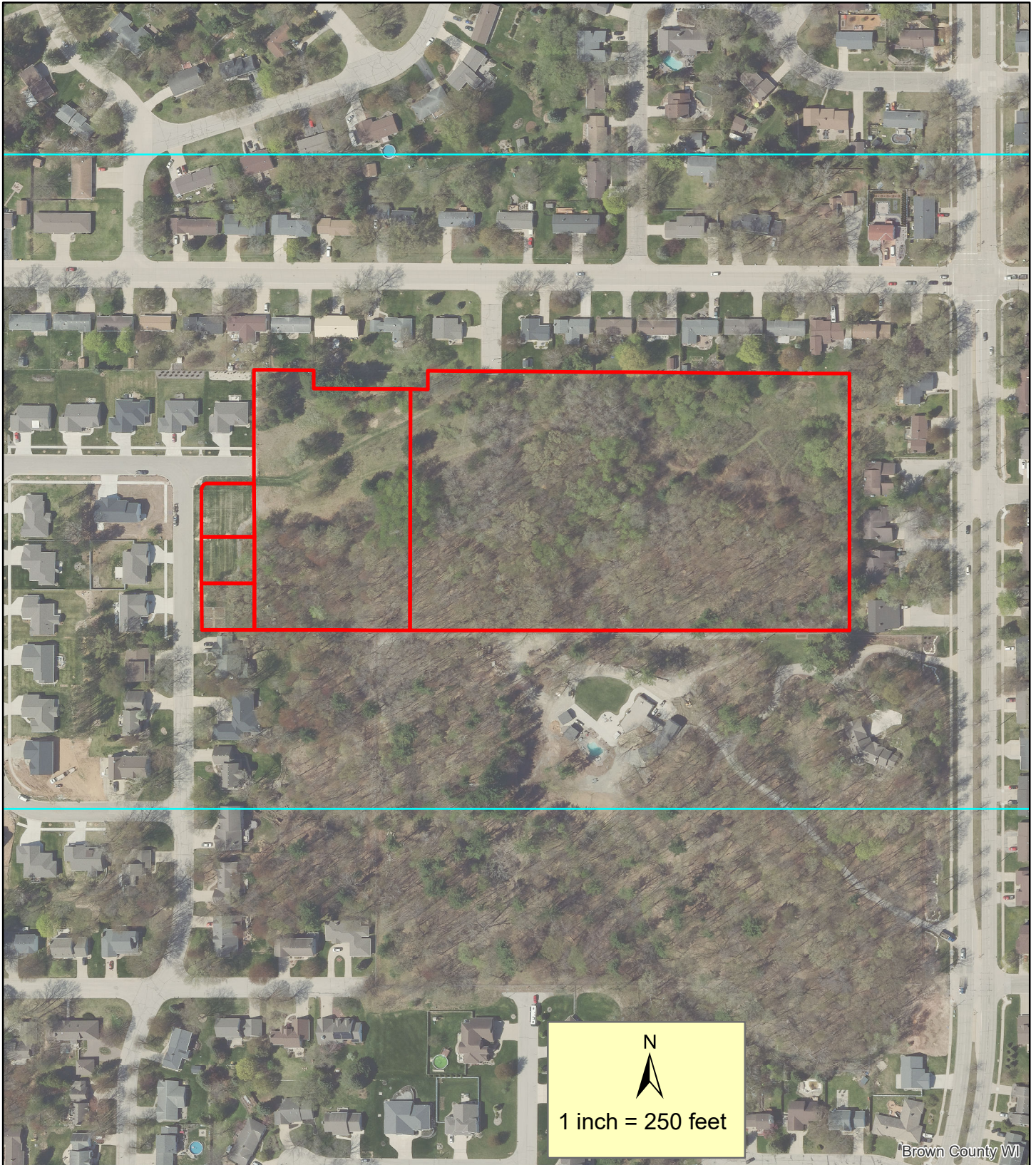
WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement"and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Steven M. Bieda
PLS-2275
September 3rd, 2024
revised: October 1st, 2024





Subject Area

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

**Certified Survey Map
(CSM 24-15)
Lafayette Drive/
Crestwood Springs Drive/
Eric Street**



ZONING ORDINANCE NO. 22-24

AN ORDINANCE REZONING PROPERTIES LOCATED ALONG THE WEST SIDE OF ST. AGNES DRIVE FROM LOW-DENSITY RESIDENTIAL (R1) TO MEDIUM-DENSITY RESIDENTIAL (R2) (ZP 24-32)

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 Low-Density Residential (R1) to Medium-Density Residential (R2):

1710 ST AGNES DR: LOT ONE (1), VOL. 6 CERTIFIED SURVEY MAPS, PAGE 137, MAP NO. 1488; SAID MAP BEING PART OF LOT TWENTY (20), ACCORDING TO THE RECORDED PLAT OF TANKS SUBDIVISION OF PRIVATE CLAIMS 12 AND 13, WEST SIDE OF FOX RIVER, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.
TAX PARCEL: 6-303-8

1720 ST AGNES DR: PARCEL THREE (3) OF A CERTIFIED SURVEY MAP RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BROWN COUNTY, WISCONSIN, IN VOLUME 6 OF CERTIFIED SURVEY MAPS ON PAGE 137, MAP NUMBER 1488, DOCUMENT NUMBER 837152; SAID MAP BEING A PART OF LOT TWENTY (20), ACCORDING TO THE RECORDED PLAY OF CLAIM NUMBER TWELVE AND THE NORTHERNLY HALF OF THIRTEEN AS SUB-DIVIDED INTO LOTS OR FARM, IN THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, EXCEPTING THEREFROM THE PROPERTY DESCRIBED IN JACKET 2581 RECORDS, IMAGE 7, BROWN COUNTY RECORDS.
TAX PARCEL: 6-303-10

1716 ST AGNES DR: LOT 2, VOLUME 6 CERTIFIED SURVEY MAP, PAGE 137, MAP NO. 1488, SAID MAP BEING PART OF LOW TWENTY (20), ACCORDING TO THE RECORDED TANK'S SUBDIVISION OF PRIVATE CLAIM NUMBER TWELVE (12) AND THE NORTH ONE-HALF (N ½) OF THIRTEEN (13) WEST, WEST SIDE OF FOX RIVER, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN
TAX PARCEL: 6-303-9

1614 ST AGNES DR: PARCEL THREE (3) OF VOLUME 6 CERTIFIED SURVEY MAPS, PAGE 37, MAP NO. 1446, DOCUMENT NO. 824304, SAID MAP BEING PART OF LOTS 20 AND 21, TANK'S SUBDIVISION OF PRIVATE CLAIM 12 AND THE NORTH ½ OF PRIVATE CLAIM 13, WEST AND PART OF THE SOUTH 3/7 OF PRIVATE CLAIM 11, WEST SIDE OF FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN
TAX PARCEL: 6-304-4

1610 ST AGNES DR: PARCEL FOUR (4) OF CERTIFIED SURVEY MAPS RECORDED IN THE OFFICE THE REGISTER OF DEEDS FOR BROWN

ZONING ORDINANCE NO. 22-24

COUNTY, WISCONSIN, IN VOL. 6 OF CERTIFIED SURVEY MAPS, PAGE 37, MAP NO. 1446, DOCUMENT NO. 824304, SAID MAP BEING A PART OF LOTS 20 AND 21 TANK'S SUBDIVISION OF PRIVATE CLAIM 12 AND THE NORTH $\frac{1}{2}$ OF PRIVATE CLAIM 13 WEST AND PART OF THE SOUTH $\frac{3}{7}$ OF PRIVATE CLAIM 11, WEST SIDE OF FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN
TAX PARCEL: 6-304-5

1606 ST AGNES DR: PARCEL TWO (2), OF VOLUME SIX (6), CERTIFIED SURVEY MAPS, PAGE 129, MAP NO. 1486, AS DOCUMENT NO. 837150; SAID MAP BEING PART OF PRIVATE CLAIM ELEVEN (11), WEST SIDE OF FOX RIVER, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.
TAX PARCEL: 6-303-5

1624 ST AGNES DR: PARCEL 1: VOLUME 6 OF CERTIFIED SURVEY MAPS #1446, PAGE 37, SAID MAP BEING PART OF LOTS TWENTY (20) AND TWENTY ONE (21) ACCORDING TO THE RECORDED PLAT OF TANKS SUBDIVISION OF PRIVATE CLAIMS 12 AND THE NORTH $\frac{1}{2}$ OF PRIVATE CLAIM 13 WEST, AND PART OF THE SOUTH $\frac{3}{7}$ OF PRIVATE CLAIM 11 WEST SIDE OF FOX RIVER IN THE CITY OF GREEN BAY BROWN COUNTY WISCONSIN
TAX PARCEL: 6-304-2

1704 ST AGNES DR: LOT TWO (2), VOLUME 6 CERTIFIED SURVEY MAPS, PAGE 133, SAID MAP BEING A PART OF LOTS TWENTY (20) AND TWENTY-ONE (21), ACCORDING TO THE RECORDED PLAT OF TANK'S SUBDIVISION OF PRIVATE CLAIM 12 AND THE NORTH ONE-HALF (N $\frac{1}{2}$) OF PRIVATE CLAIM 13 WEST, WEST SIDE OF FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN
TAX PARCEL: 6-303-7)

1700 ST AGNES DR: PARCEL ONE (1) OF VOLUME 6 CERTIFIED SURVEY MAPS, PAGE 133, MAP NO. 1487; SAID MAP BEING PART OF LOTS TWENTY (20) AND TWENTY-ONE (21), ACCORDING TO THE RECORDED PLAT OF TANK'S SUBDIVISION OF PRIVATE CLAIM TWELVE (12) AND THE NORTH HALF (N $\frac{1}{2}$) OF PRIVATE CLAIM THIRTEEN (13) IN THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN
TAX PARCEL: 6-303-6

1620 ST AGNES DR: PARCEL TWO (2) OF VOLUME 6 CERTIFIED SURVEY MAPS, PAGE 37, SAID MAP BEING PART OF LOTS TWENTY (20) AND TWENTY-ONE (21) ACCORDING TO THE RECORDED PLAT OF CLAIM NUMBER TWELVE AND THE NORTHERLY HALF OF THIRTEEN AS SUBDIVIDED INTO LOTS OR FARMS, AND PART OF THE SOUTH $\frac{3}{7}$ OF PRIVATE CLAIM ELEVEN (11), IN THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN
TAX PARCEL: 6-304-3

ZONING ORDINANCE NO. 22-24

1524 ST AGNES DR: LOT ONE (1), OF VOLUME 6 CERTIFIED SURVEY MAPS, PAGE 129, MAP 1486, DOCUMENT NUMBER 837150, SAID MAP BEING A PART OF PRIVATE CLAIM ELEVEN (11), WEST SIDE OF FOX RIVER, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN
TAX PARCEL: 6-303-4

1512 ST AGNES DR: ALL THAT PARCEL OF LAND IN THE CITY OF GREEN BAY, BROWN COUNTY, STATE OF WISCONSIN, AS DESCRIBED IN DEED DOC # 1240574, ID# 6-303-3, BEING KNOWN AND DESIGNATED AS: PARCEL 3, BOOK 6 CERTIFIED SURVEY MAPS, PAGE 125, MAP NO. 1485, SAID MAP BEING PART OF THE N 4/7 OF PRIVATE CLAIM 11, W SIDE OF FOX RIVER, AND PART OF BLOCK 5, ACCORDING TO THE RECORDED SCHMITT PLAT NO. 6, IN THE CITY OF GREEN BAY, W SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.
TAX PARCEL: 6-303-3

1508 ST AGNES DR: LOT TWO (2) OF VOLUME 6 CERTIFIED SURVEY MAPS, PAGE 125, MAP NO. 1485, BRING PART OF THE NORTH 4/7 THS OF PRIVATE CLAIM 11 WEST, AND BLOCK FIVE (5) OF SCHMITT PLAT NO 6, IN THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN
TAX PARCEL: 6-303-2

1551 BIEMERET ST: LOT 1, VOLUME 6 CERTIFIED SURVEY MAPS, PAGE 125, MAP NO. 1485; SAID MAP BEING PART OF BLOCK 5, SCHMITT PLAT #6, IN THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN
TAX PARCEL: 6-303-1

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

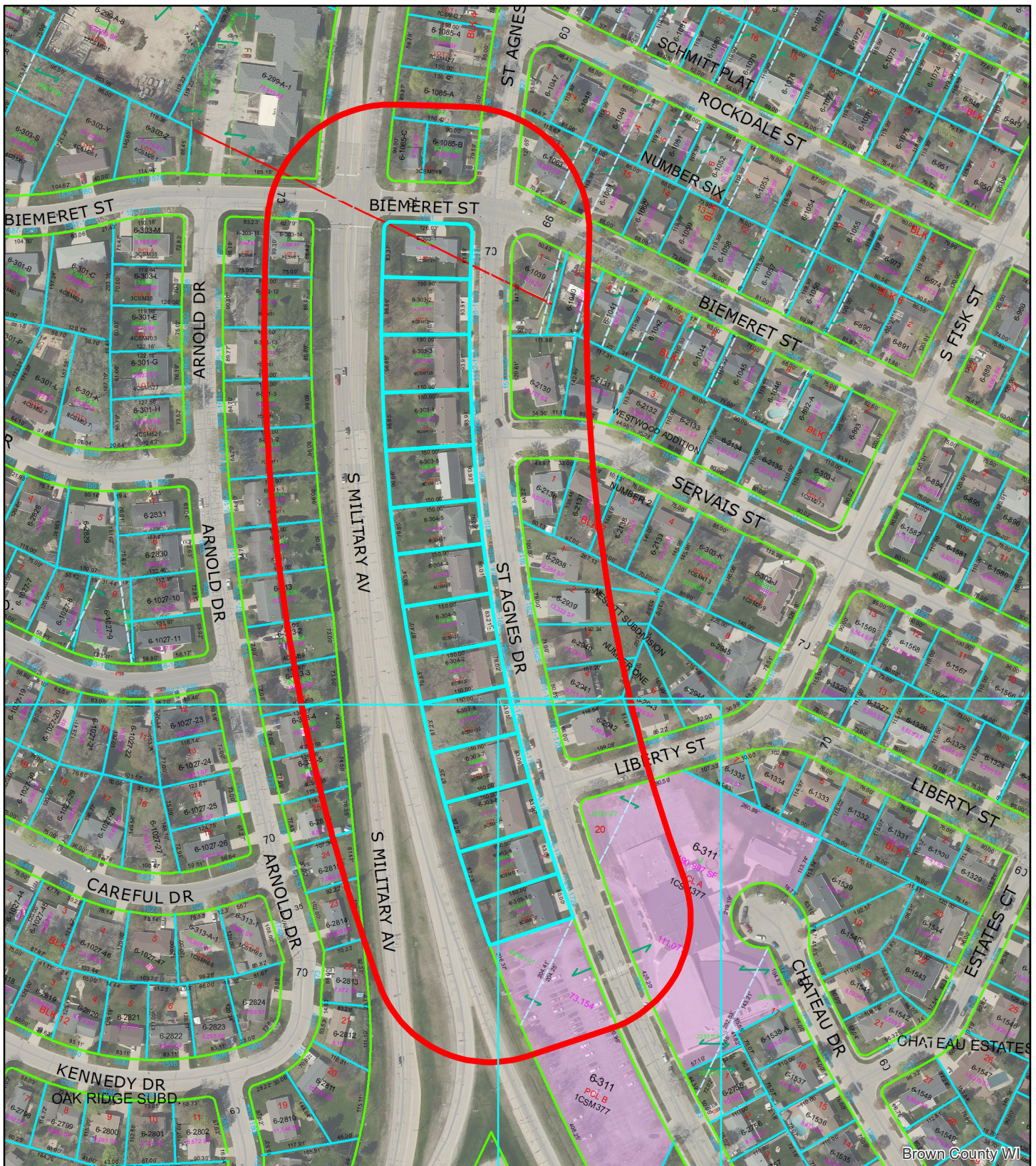
ATTEST:

Celestine Jeffreys, Clerk

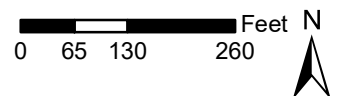
ZONING ORDINANCE NO. 22-24

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Attachment – Location Map



(ZP 24-32) Rezone from R1 to R2 Along St. Agnes Drive



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- Impacted Parcels
- 200' Notification Area