



AGENDA OF THE COMMON COUNCIL

TUESDAY, NOVEMBER 12, 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.
F. Approval of the Agenda.
G. Report by the Mayor.
H. Announcements.
I. Recognitions and Awards.
J. Appointments.
I. Reappointments:

Green Bay Area Room Tax Commission

Wendy Townsend, 850 Ernst Drive, Green Bay, WI 54304
Term to expire: November 1, 2025

K. Public Hearings.

1. Public Hearing on a 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).

L. Ordinances - Second Reading for Adoption.

1. General Ordinance 27-24
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)

M. Committee of the Whole.

1. For consideration and possible action on an update relating to the Lambeau Field Lease Negotiations.

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

N. Report of the Redevelopment Authority.

1. To adopt an Allocation Amendment Resolution and amend the Project Plan for TID Four (4), Downtown/Washington Apartments.
2. To adopt an Allocation Amendment Resolution and amend the Project Plan for TID Twelve (12), I-43 Industrial Park.
3. To adopt a Project Plan Amendment Resolution and amend the Project Plan for TID Thirteen (13), Downtown Redevelopment.

4. To approve, as the property owner of Parcel No. 12-112, a contract with Miron Construction for \$109,701 for the removal of the Heritage Trail Plaza.
5. To approve the first amendment to Development Agreement 22-01 with 222 Cherry Street, LLC.
6. To approve Term Sheet 2024-01 with Moski Corp. for a development project at 1116 Hobart Drive and 0 Hobart Drive (Tax Parcels 6H-1110-1, 6H-1110-19).
7. To approve Development Agreement 24-06 with Living Downtown LLC for the redevelopment of 425 Pine Street (Tax Parcel 11-139).

O. Report of the Improvement & Services Committee (October 23, 2024).

1. To approve the request by Habitat for Humanity to dedicate public infrastructure improvements at the Habitat Homestead subdivision provided that all required documentation required under the Developer's Agreement is supplied to the Department of Public Works.
2. To approve the request by Department of Public Works Operations Division to replace one (1) rear loading refuse compactor body due to the unexpected retirement of two (2) rear loader trucks.
3. To approve the request by Department of Public Works to enter into a Memorandum of Understanding with the Urban Sustainability Directors Network (USDN) to accept the \$19,450 Emergent Learning Fund (ELF) grant to implement the Bridging the Heat Pump Cost Gap for Midwest Electrification project and to enter into the necessary agreements with project partners.
4. To approve a resolution authorizing the Department of Public Works to participate in applying for grant funds from Wisconsin Emergency Management for an East River flood resilience project.
5. To approve the request by Kinship VII, LLC to dedicate the Stone Garden stormwater management pond to the public.

P. Report of the Protection & Policy Committee (October 21, 2024).

1. To hold until the November 18, 2024 Protection & Policy Committee meeting a request by Merle Alexander regarding the denial of her Operator license.
2. To approve General Ordinance 24-24, an ordinance amending section 42-99 relating to the Cross Connection Control Program.
3. Informational Only: Massage Establishment Report.
4. Informational Only: Liquor Violation Report.

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

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

R. Report of the Plan Commission.

1. To approve the request to rezone properties located at 1644, 1648, 1652, and 1656 Deckner Avenue and 129, 133, 137 and 145 Oak Grove Ave from General Commercial (CI) District to Office-Residential (OR) District. Plan Commission recommended that 145 Oak Grove Avenue to remain as currently zoned. (ZP 24-35 Public Hearing held November 4, 2024).
2. To approve the request for a Conditional Use Permit (CUP) to allow a substation/distribution equipment use within the (GI) General Industrial district at 2020 North Quincy Street in the form of a Battery Energy Storage System (BESS). (ZP 24-36 Public Hearing held November 4, 2024).
3. To approve the request for a Conditional Use Permit (CUP) to allow a single-family residential property use within the (R3) Varied-Density Residential district at 815 N Webster Avenue. (ZP 24-38 Public Hearing held November 4, 2024).
4. To approve the request to amend a Planned Unit Development located at 226 Borneman Street. (ZP 24-39 Public Hearing held November 4, 2024).

S. Report of the Finance Committee. (October 29, 2024)

1. To receive and place on file the Q3 2024 general fund overtime report compared to budget.
2. To approve the acceptance of a \$10,000 donation from the Generac Foundation to be used to purchase a forcible entry training door.
3. To approve the purchase of Alletra Servers w/memory modules installed. This purchase will be done on the NASPO Contract Value Point MA#23008 / PA# 50ENT-024-NASPOCOMPUT-07. Pricing was obtained through an HPE Government Contract for this purchase. The total cost of this purchase is \$78,888, which includes installation of the modules. This purchase is a planned replacement per server life cycle.
4. To approve a budget amendment resolution for unbudgeted overtime for special events.

T. Report of the Park Committee (October 23, 2024).

1. To approve the request by Cellcom to return \$100,000 donated to the City, initially intended for the Bay Beach Shoreline improvement project.
2. To approve accepting a donation from Cellcom for the installation of Public WIFI infrastructure and 50 months of free Public WIFI service, valued at \$100,000.
3. To approve the purchase of a 2024 Ford cab & chassis w/body and boom lift Forestry Bucket Truck for a total cost of \$218,494 from Terex USA.

U. Report of the Personnel Committee (October 29, 2024).

1. To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Housing Inspector
 - b. Operator I
 - c. Civil Engineer I / II

2. To approve the request to add a Mental Health Nurse Practitioner position to the Police Department's table of organization, starting January 1, 2025.
3. To approve the tentative agreement between the City of Green Bay and City of Green Bay Fire Fighters Local 141, International Association of Fire Fighters AFL-CIO 158.

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.

V. Report of the Traffic, Bicycle, and Pedestrian Commission (October 21, 2024).

1. To receive and place on file the report by the Police Department on the monthly Traffic Enforcement Unit Traffic Safety Plan.
2. To deny the request by Ald. Galvin to study the intersection of South Webster Avenue and Emilie Street to determine the need for a crossing guard.
3. To hold the request by Ald. Stevens to amend the existing policy to allow traffic calming measures on collector streets within the City.
4. To hold the request by Ald. Stevens to amend the existing policy to include traffic calming measures with all new and reconstructed streets.

W. Report of the Sustainability Commission. (October 16, 2024)

1. To table a discussion until November 20th of ways to incorporate sustainability and positioning Green Bay as a sustainability-forward community as part of the 2025 NFL Draft event.
2. Tern Energy Storage Project, Green Bay, WI

X. Report of the Equal Rights Commission

1. To hold until the next Equal Rights Commission meeting the discussion on the current housing situation in Green Bay.
2. To refer to staff to finalize the Indigenous People's Day proclamation from the Mayor's office.

Y. Informational.

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

Z. Resolutions.

1. Resolution authorizing the Department of Public Works to participate in applying for grant funds from Wisconsin Emergency Management for an East River flood resilience project.
2. Resolution authorizing Budget Amendment for unauthorized overtime for special events.

3. Resolution regarding an allocation amendment for Tax Increment District Number Four (4), Downtown/Washington Apartments ("TID 4").
4. Resolution regarding an allocation amendment for Tax Increment District Number Twelve (12), I-43 Industrial Park ("TID 12").
5. Resolution regarding a project plan amendment for Tax Increment District Number Thirteen (13), Downtown Redevelopment ("TID 13").
6. Resolution drawing final orders to contractors for November 12, 2024.
7. Resolution authorizing Conditional Use Permit at 815 N Webster Avenue (ZP 24-38)
8. Resolution authorizing Conditional Use Permit at 2020 North Quincy Street (ZP 24-36)

AA. Ordinances - First Reading.

1. General Ordinance No. 28-24
An ordinance amending Section 40-34, Green Bay Municipal Code, relating to parking regulations.
2. General Ordinance 24-24, an ordinance amending section 42-99 relating to the Cross Connection Control Program.
3. Zoning Ordinance No. 24-24
An ordinance amending a Planned Unit Development (PUD) overlay district for property located at 226 Bornemann Street (ZP 24-39).
4. Zoning Ordinance No. 25-24
An ordinance rezoning properties located at 1644, 1648, 1652, and 1656 Deckner Avenue and 129, 133, 137 Oak Grove Avenue from General Commercial (CI) District to Office-Residential (OR) District (ZP 24-35).

BB. Referral of Petitions & Communications.

CC. Adjournment.

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



Report to the Green Bay Plan Commission

MEETING DATE

November 12, 2024

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # K.I

Public Hearing on a 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 Final CSM
2. P.O. 03-24 regarding CSM 24-15 w map
3. CSM 24-15 Application
4. CSM 24-15 Map

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

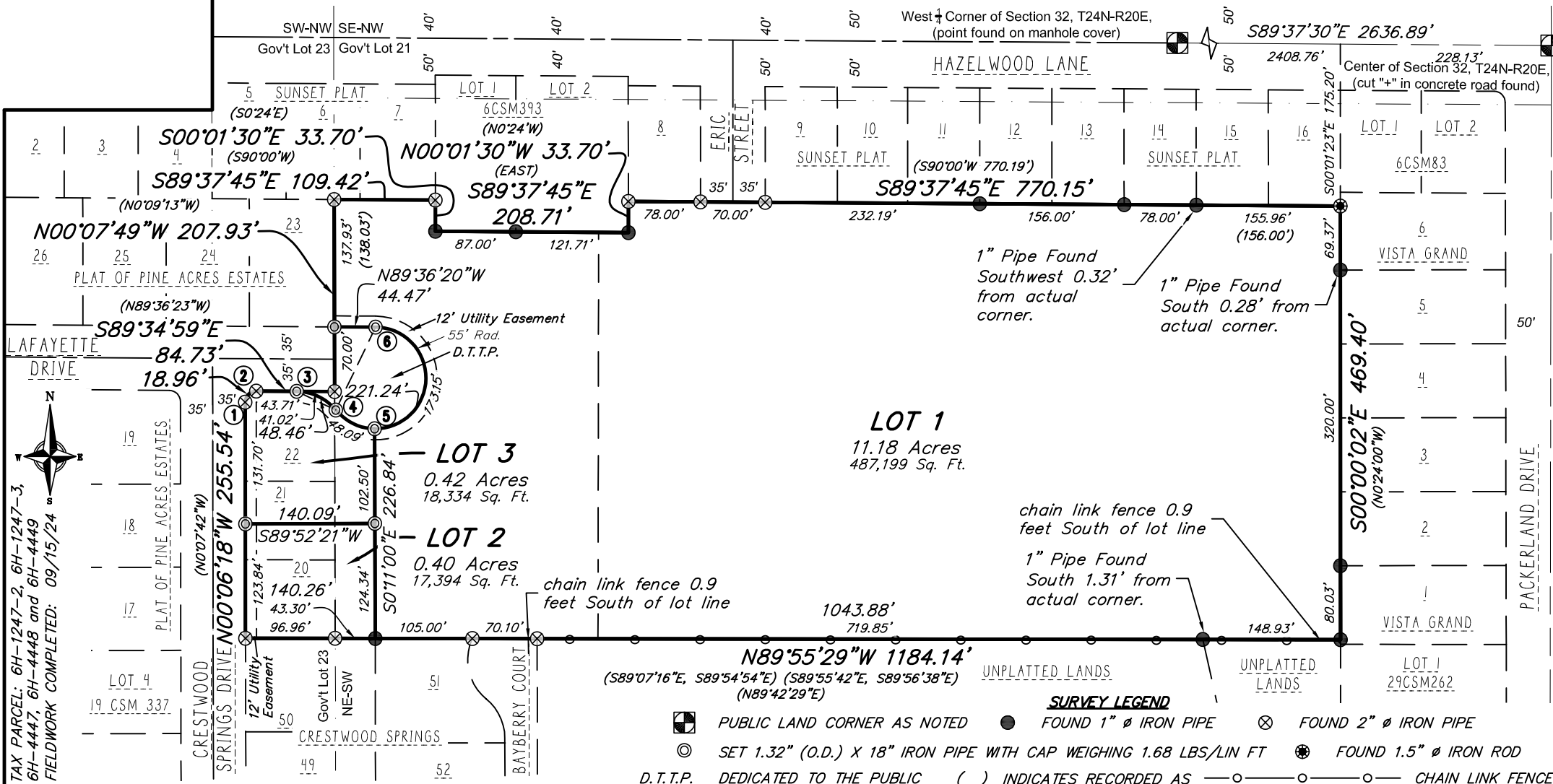
SURVEYED BY:
Vierbicher Associates, Inc.
400 Security Blvd, Ste 1
Green Bay, WI 54313
(920) 434-9670

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

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CERTIFIED SURVEY MAP

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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



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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

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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

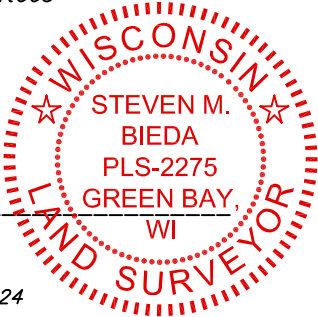
Thomas J. and Mary K. Saphner of Thomas J. and Mary K. Saphner, as Trustees of The Thomas J. and Mary K. Saphner Trust of 1996, u/d/o August 30, 1996, Grantor, to

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



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

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.

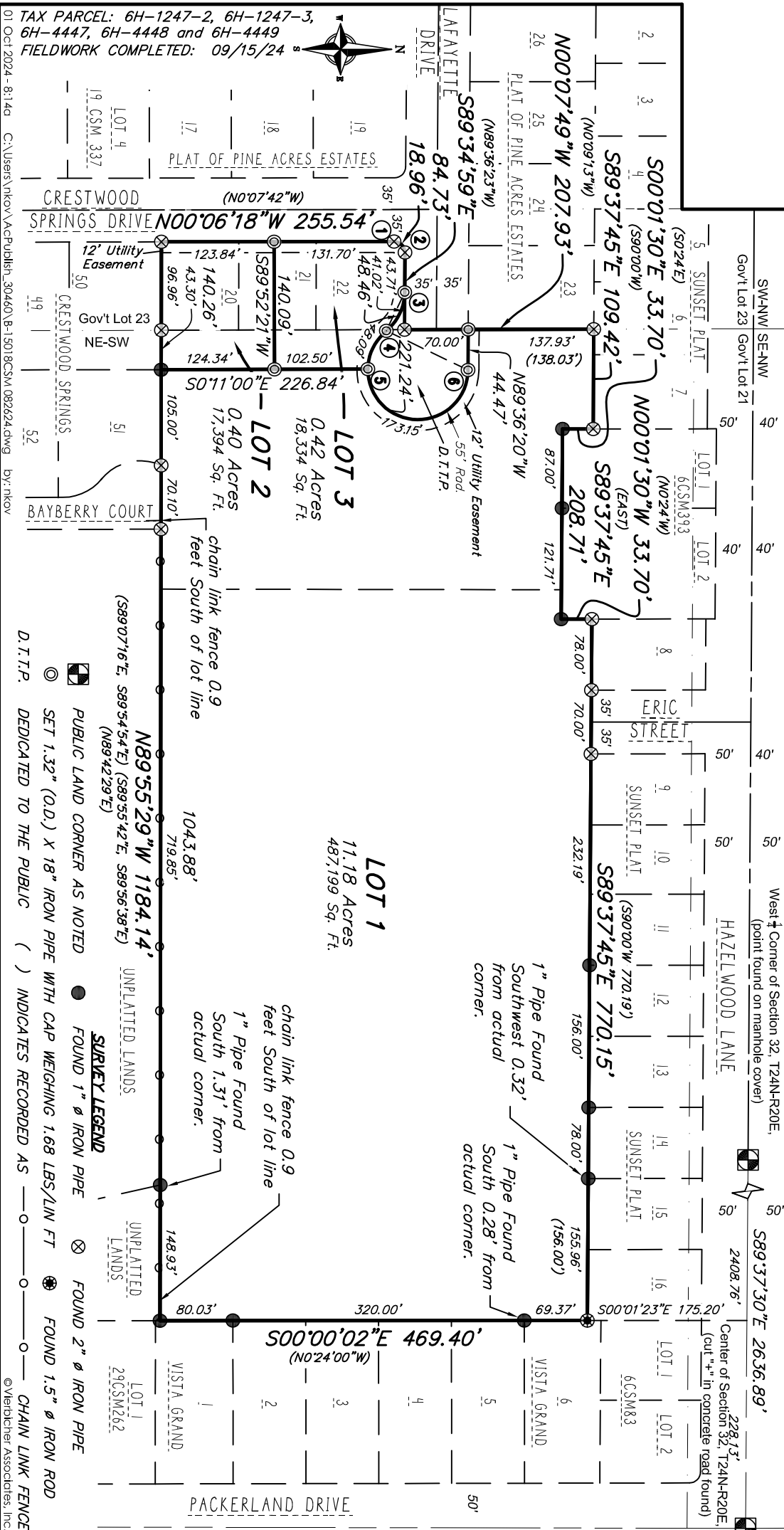
BEARINGS ARE REFERENCED TO THE EAST-WEST 1/4 LINE OF THE NORTHWEST 1/4 OF SECTION 32, T24N-R20E, ASSUMED TO BE S89°37'30"E.

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



TAX PARCEL: 6H-1247-2, 6H-1247-3, 6H-4447, 6H-4448 and 6H-4449
FIELDWORK COMPLETED: 09/15/24

- SURVEY LEGEND**
- PUBLIC LAND CORNER AS NOTED
 - FOUND 1" Ø IRON PIPE
 - FOUND 2" Ø IRON PIPE
 - FOUND 1.5" Ø IRON ROD
 - CHAIN LINK FENCE
 - SET 1.32" (O.D.) X 18" IRON PIPE WITH CAP WEIGHING 1.68 LBS/LIN FT
 - DEDICATED TO THE PUBLIC
 - () INDICATES RECORDED AS
 - D.T.T.P.

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01 Oct 2024 - 8:14a C:\Users\mkov\AcadPublic\30460\B-150\BCSM 082624.dwg by: mkov © Vierbicher Associates, Inc.

CERTIFIED SURVEY MAP

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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

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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

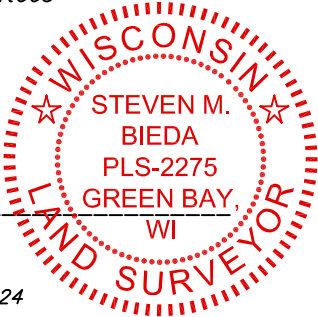
Thomas J. and Mary K. Saphner of Thomas J. and Mary K. Saphner, as Trustees of The Thomas J. and Mary K. Saphner Trust of 1996, u/d/o August 30, 1996, Grantor, to

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





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: _____

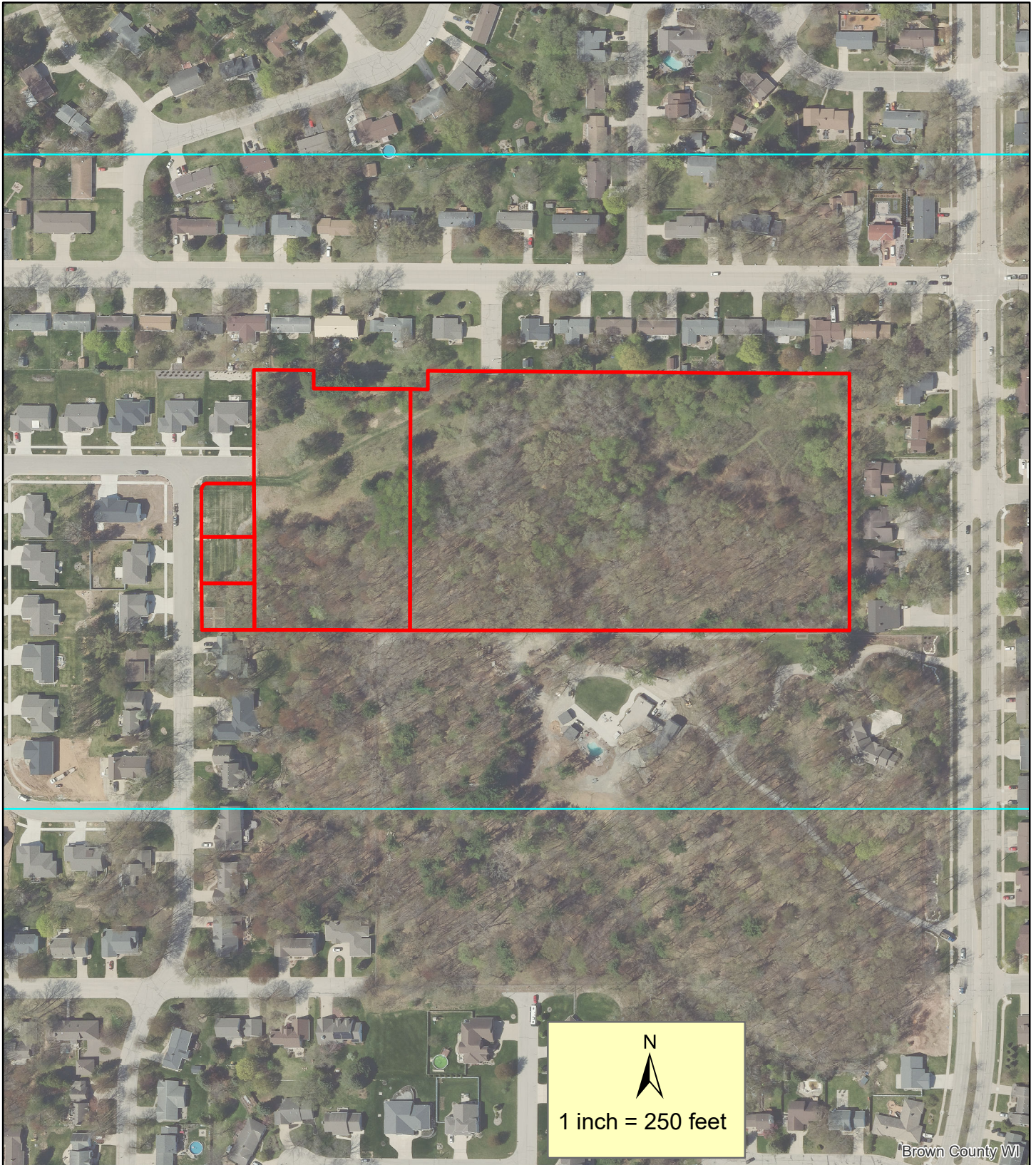
Petitioner Signature(s): Brad Rymer Digitally signed by Brad Rymer
Date: 2024.08.23 07:56:06 -05'00' _____

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**



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~~ **seven** 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:

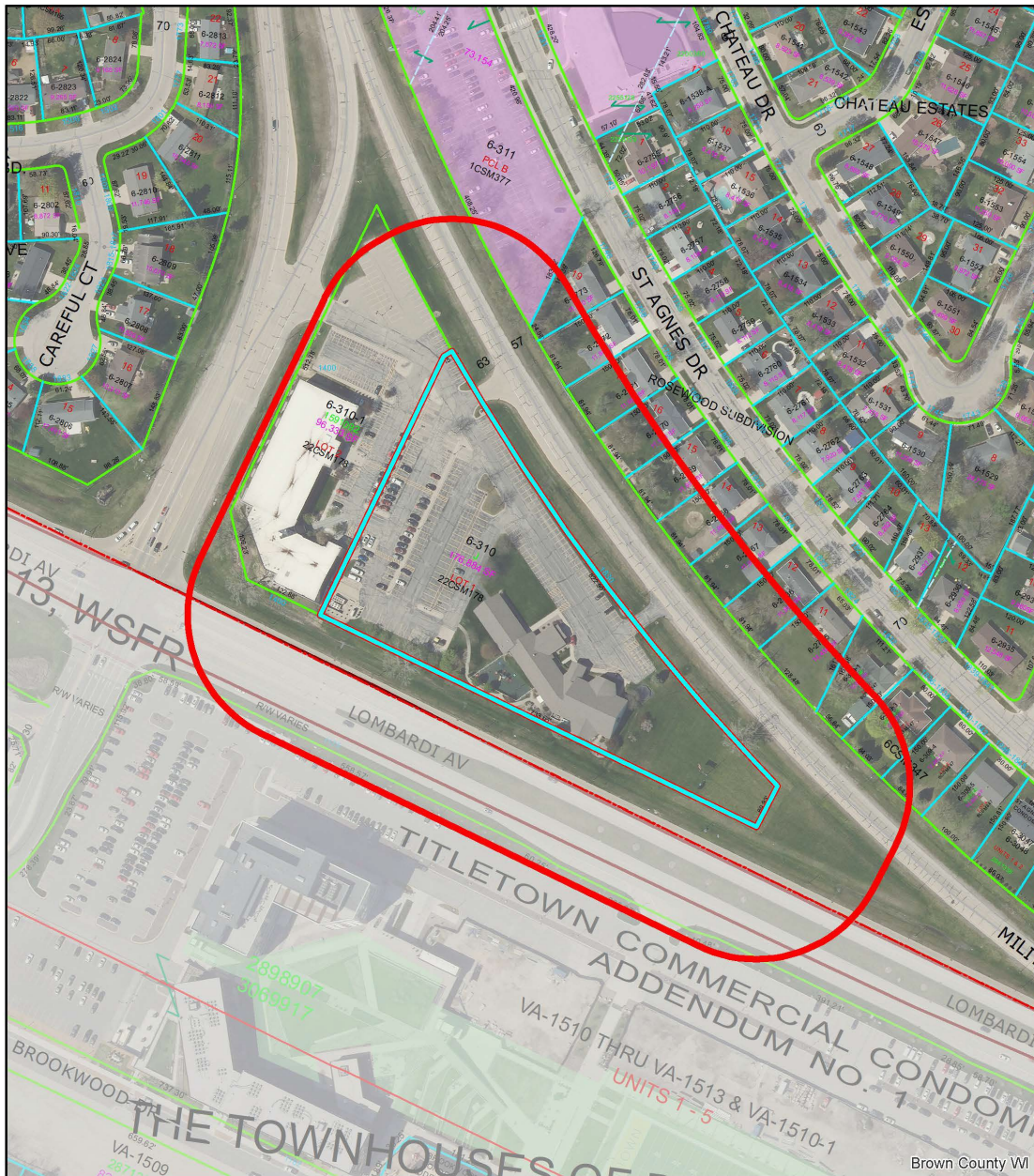
Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

jel
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**

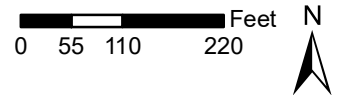


- 1830 Military Avenue
- 200' Notification Area



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(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"	-

© Vierbicher Associates, Inc.

01 Oct 2024 - 8:14a C:\Users\mkov\Acad\Publish-30460\B-1501\BCSM 082624.dwg by: mkov

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

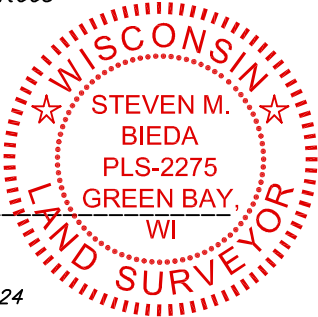
Thomas J. and Mary K. Saphner of Thomas J. and Mary K. Saphner, as Trustees of The Thomas J. and Mary K. Saphner Trust of 1996, u/d/o August 30, 1996, Grantor, to

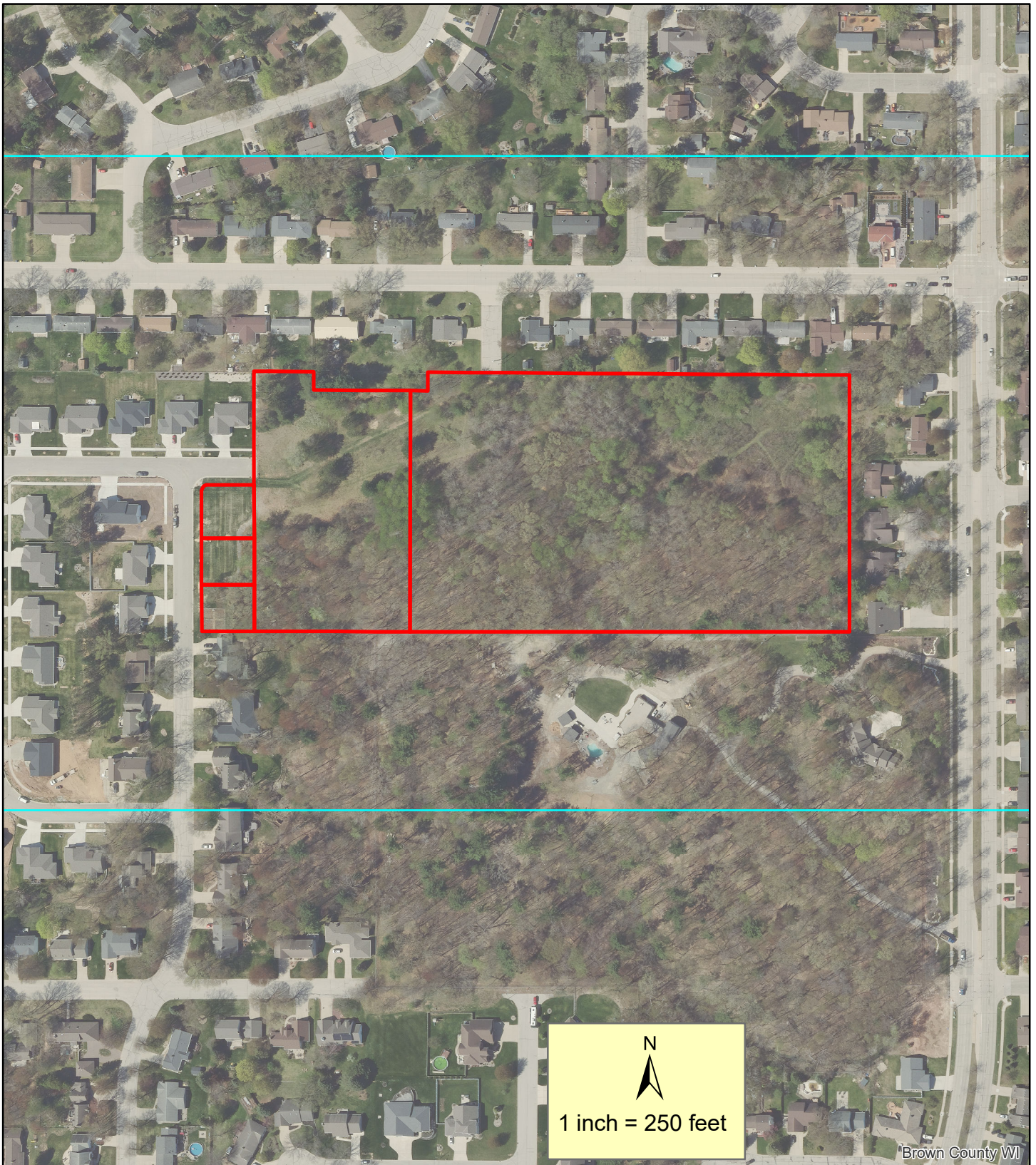
WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

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

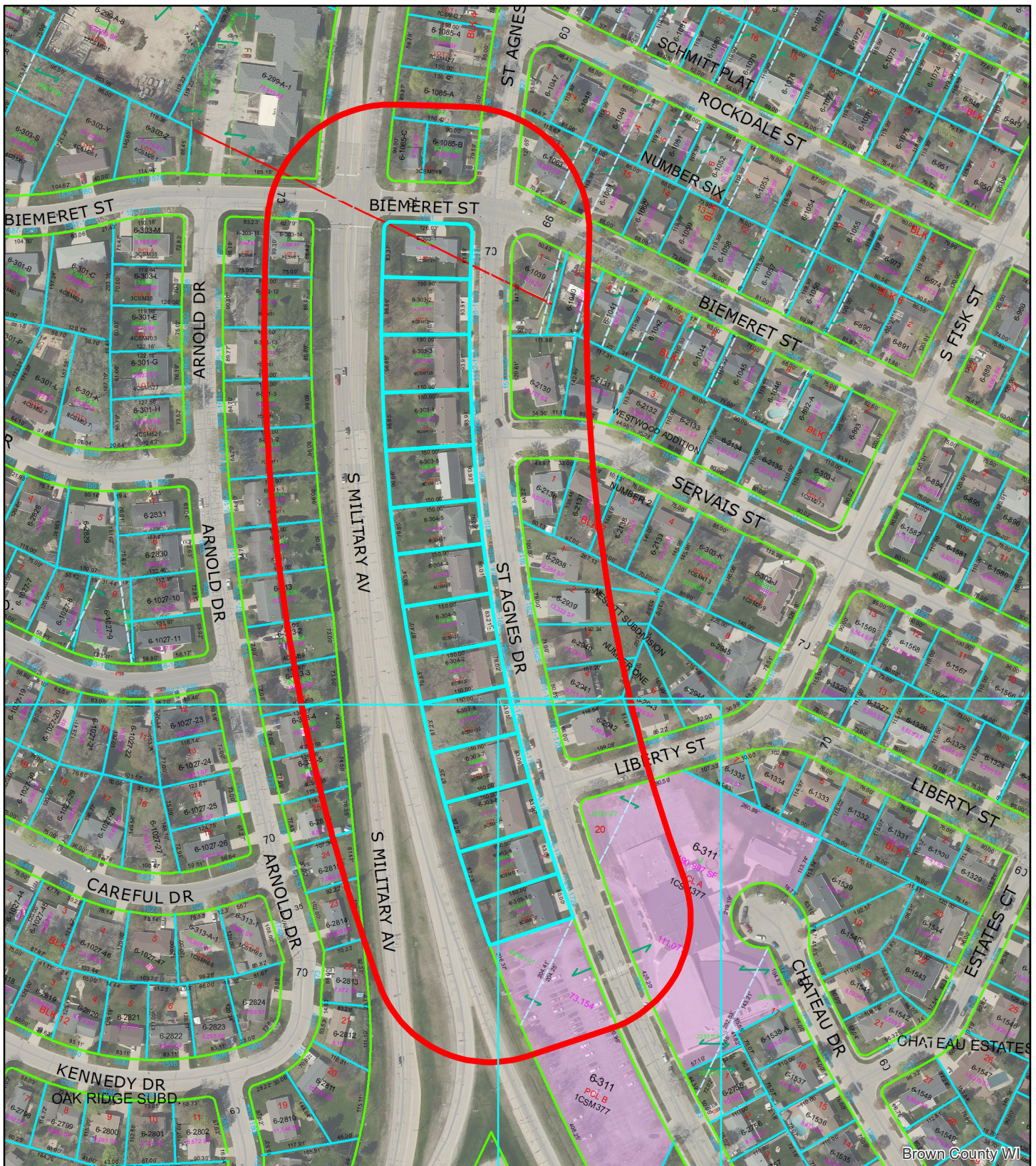
ATTEST:

Celestine Jeffreys, Clerk

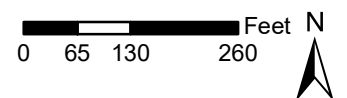
ZONING ORDINANCE NO. 22-24

sh:

Attachment – Location 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
**Redevelopment Authority
of the City of Green Bay**

MEETING DATE

November 12, 2024

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # N.1

To adopt an Allocation Amendment Resolution and amend the Project Plan for TID Four (4), Downtown/Washington Apartments.

BACKGROUND

Amend the Non-Project Costs section of the TID 4, Downtown/Washington Apartments, Project Plan to include an allocation, in an amount not to exceed five hundred thousand dollars (\$500,000.00), from TID 4 to Tax Increment District Number Thirteen (13), Downtown Redevelopment ("TID 13"), for miscellaneous public infrastructure projects as may be needed throughout TID 13 and within one half (1/2) mile of TID 13, for the purpose of blight elimination in TID 13, which is consistent with the purpose for which TID 13 was created.

RECOMMENDATION

Recommend the RDA and the City adopt an Allocation Amendment Resolution and amend the Project Plan for TID Four (4), Downtown/Washington Apartments.

FISCAL IMPACT

To be discussed at the meeting.

ATTACHMENTS

1. TID 4 Project Plan Amendment CC Draft 11.12.24
2. RDA Resolution - TID 4 Allocation Amendment 11.7.2024 executed



City of Green Bay
Department of Community and Economic Development

Tax Increment District Four (4)

Downtown/ Washington Apartments

Amended **PROJECT PLAN** ***DRAFT***

City of Green Bay, Wisconsin
November 12, 2024

Joint Review Board of the City of Green Bay

Diana Ellenbecker, *City of Green Bay*
Cole Runge, *Brown County*
Cale Pulczynski, *Green Bay Area Public School District*
Adam Pfof, *Northeast Wisconsin Technical College*
Brent Weycker, *Citizen Member*

Common Council of the City of Green Bay

Eric Genrich, *Mayor*
Jennifer Grant, *District 1*
Jim Hutchison, *District 2*
William Morgan, *District 3*
Bill Galvin, *District 4, Vice President*
Craig Stevens, *District 5*
Joey Prestley, *District 6*
Alyssa Proffitt *District 7*
Chris Wery, *District 8*
Brian Johnson, *District 9, President*
Ben Delie, *District 10*
Melinda Eck, *District 11*
Kathy Hinkfuss, *District 12*

Redevelopment Authority of the City of Green Bay

Gary Delveaux, *Chair*
Matt Schueller, *Vice Chair*
Deby Dehn
Alderson Kathy Hinkfuss, *District 12*
Melanie Parma
Stephen Srubas

This Project Plan was prepared by:

Matt Buchanan, *Deputy Development Director*
Rebecca Finco, *Economic Development Specialist*
David Buck, *Principal Planner*
Diana Ellenbecker, *Finance Director*
Joanne Bungert, *City Attorney*

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Summary of Findings

1. In accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Four (4), (“TID 4”), Downtown/Washington Apartments on January 20, 1998; and
2. The Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 4 on Monday, June 29, 2020; and
3. The RDA proposed allocating excess incremental property taxes from TID 4 to Tax Increment District Number Thirteen (“TID 13”), Downtown Redevelopment; and
4. The RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
 - 4.1. On Thursday, November 7, 2024, at 1:30 p.m., in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 4, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
 - 4.2. On Thursday, October 31, 2024, published a notice of said public hearing in the City’s official paper, the Press Gazette; and
 - 4.3. On Wednesday, October 30, 2024, mailed, by first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
 - 4.4. On Thursday, October 31, 2024, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
5. The Original Project Plan and the Amended Project Plan meet all the requirements of Wis. Stats. §66.1105, to wit:
 - 5.1. An economic feasibility study; and
 - 5.2. A detailed list of estimated project costs; and
 - 5.3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
 - 5.4. A map showing existing uses and conditions of real property within TID 4; and
 - 5.5. A map showing proposed improvements and uses in TID 4; and
 - 5.6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 4 will not exceed thirty-five percent (35%); and
 - 5.7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
 - 5.8. A list of estimated non-project costs; and
 - 5.9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
 - 5.10. A statement indicating how creation of TID 4 promotes the orderly development of the City; and
 - 5.11. An opinion of the City Attorney that the Project Plan is complete and complies with Wis. Stats. §66.1105; and
6. The RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:
 - 6.1. The Amended Project Plan demonstrates that TID 4 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
 - 6.2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 4 has satisfied all of its current year debt service and project cost obligations; and
 - 6.3. Prior to the mandatory termination date of September 6, 2032, TID 13 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
 - 6.4. The mandatory termination date for TID 4 is January 20, 2025; and
 - 6.5. The mandatory termination date for TID 13 is September 6, 2032; and
 - 6.6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 4 to TID 13; and
 - 6.7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 4 and TID 13, as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and

- 6.8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 4 and TID 13; and
- 6.9. The economic benefits of both TID 4 and TID 13, as measured by increased property value, employment, and income,
 - 6.9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 6.9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
- 6.10. The TID 4 and TID 13 Project Plans are feasible and in conformity with the City *Comprehensive Plan*.

Proposed Amendment

Amend the Non-Project Costs section of the TID 4, Downtown/Washington Apartments Project Plan to include an allocation, in an amount not to exceed five hundred thousand dollars (\$500,000.00), from TID 4 to Tax Increment District Number Thirteen (13), Downtown Redevelopment ("TID 13"), for miscellaneous public infrastructure projects as may be needed throughout TID 13 and within one half (1/2) mile of TID 13, for the purpose of blight elimination in TID 13, which is consistent with the purpose for which TID 13 was created.

Appendix A: City Attorney Legal Opinion



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

Phone 920.448.3080
Fax 920.448.3081

November 12, 2024

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

RE: Amended Project Plan for Tax Incremental District No. 4

Dear Mayor:

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

As City Attorney for the City of Green Bay, I have been asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Amended Project Plan for the City of Green Bay Tax Incremental District No. 4 is complete and complies with the provisions of Wisconsin Statute §66.1105.

Sincerely,



Joanne Bungert
City Attorney

RESOLUTION NO. 24-05

**RESOLUTION REGARDING AN ALLOCATION AMENDMENT FOR TAX INCREMENT
DISTRICT NUMBER FOUR (4),
DOWNTOWN/WASHINGTON APARTMENTS ("TID 4")**

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Four (4), Downtown/Washington Apartments ("TID 4"), on January 20, 1998; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 4 on Tuesday, July 16, 2019; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 4 to Tax Increment District Number Thirteen (13), Downtown Redevelopment ("TID 13"); and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Thursday, November 7, 2024, at 1:30 p.m. in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 4, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
2. On Thursday, October 31, 2024, published a notice of said public hearing in the Green Bay Press-Gazette; and
3. On Wednesday, October 30, 2024, mailed, by first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
4. On Thursday, October 31, 2024, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and

WHEREAS, the Original Project Plan and Amended Project Plan meets all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 4; and
5. A map showing proposed improvements and uses in TID 4; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 4 will not exceed thirty-five percent (35%); and
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 4 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the Amended Project Plan will not change the boundaries of TID 4.

WHEREAS, the RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:

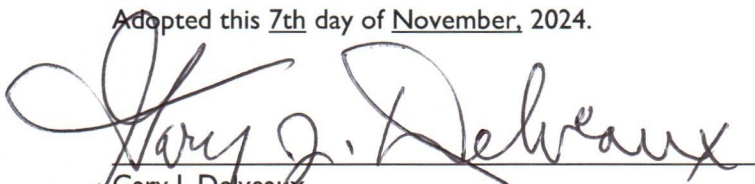
1. The Amended Project Plan demonstrates that TID 4 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 4 has satisfied all of its current year debt service and project cost obligations; and
3. Prior to the mandatory termination date of September 6, 2032, TID 13 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and

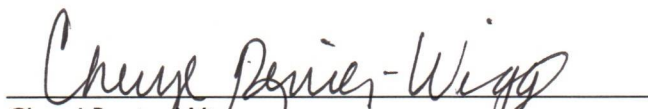
4. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 4 to TID 13; and
5. That "but for" the adoption of an Allocation Amendment, the development projected to occur in both TID 4 and TID 13, as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
6. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 4 and TID 13; and
7. The economic benefits of both TID 4 and TID 13, as measured by increased property value, employment, and income,
 - 7.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 7.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
8. The TID 4 and TID 13 Project Plans are feasible and in conformity with the City *Comprehensive Plan*.
9. TID 4 and TID 13 have the same overlying taxing jurisdictions.

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

1. It approves the Allocation Amendment Resolution for Tax Increment District Number Four, Downtown/Washington Apartments.
2. It recommends to the Common Council to amend the Non-Project Costs section of the TID 4, Downtown/Washington Apartments, Project Plan to include an allocation, in an amount not to exceed five hundred thousand dollars (\$500,000.00), from TID 4 to Tax Increment District Number Thirteen (13), Downtown Redevelopment ("TID 13"), for miscellaneous public infrastructure projects as may be needed throughout TID 13 and within one half (1/2) mile of TID 13, for the purpose of blight elimination in TID 13, which is consistent with the purpose for which TID 13 was created.
3. It approves and adopts the amended Project Plan for TID 4 and recommends its approval to the Common Council.

Adopted this 7th day of November, 2024.


Gary J. Delveaux
Redevelopment Authority Chair


Cheryl Renier-Wigg
Secretary of the Redevelopment Authority



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

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # N.2

To adopt an Allocation Amendment Resolution and amend the Project Plan for TID Twelve (12), I-43 Industrial Park.

BACKGROUND

Amend the Non-Project Costs section of the TID 12, I-43 Industrial Park, Project Plan to include an allocation, in an amount not to exceed seven million dollars (\$7,000,000.00), from TID 12 to Tax Increment District Number Thirteen (13), Downtown Redevelopment ("TID 13"), for future development and acquisition of property as may be needed throughout TID 13 and within one half (1/2) mile of TID 13, for the purpose of blight elimination in TID 13, which is consistent with the purpose for which TID 13 was created.

RECOMMENDATION

Recommend the RDA and the City adopt an Allocation Amendment Resolution and amend the Project Plan for TID Twelve (12), I-43 Industrial Park.

FISCAL IMPACT

To be discussed at the meeting.

ATTACHMENTS

1. TID 12 Project Plan Amendment CC Draft 11.12
2. RDA Resolution - TID 12 Allocation Amendment 11.7.2024 executed



City of Green Bay
Department of Community and Economic Development

Tax Increment District Twelve (12)

I-43 Industrial Park

Amended PROJECT PLAN *DRAFT*

City of Green Bay, Wisconsin
November 12, 2024

Joint Review Board of the City of Green Bay

Diana Ellenbecker, *City of Green Bay*
Cole Runge, *Brown County*
Cale Pulczynski, *Green Bay Area Public School District*
Adam Pfost, *Northeast Wisconsin Technical College*
Brent Weycker, *Citizen Member*

Common Council of the City of Green Bay

Eric Genrich, *Mayor*
Jennifer Grant, *District 1*
Jim Hutchison, *District 2*
William Morgan, *District 3*
Bill Galvin, *District 4, Vice President*
Craig Stevens, *District 5*
Joey Prestley, *District 6*
Alyssa Proffitt, *District 7*
Chris Wery, *District 8*
Brian Johnson, *District 9, President*
Ben Delie, *District 10*
Melinda Eck, *District 11*
Kathy Hinkfuss, *District 12*

Redevelopment Authority of the City of Green Bay

Gary Delveaux, *Chair*
Matt Schueller, *Vice Chair*
Deby Dehn
Alderson Kathy Hinkfuss, *District 12*
Melanie Parma
Stephen Srubas

This Project Plan was prepared by:

Matt Buchanan, *Deputy Development Director*
Rebecca Finco, *Economic Development Specialist*
David Buck, *Principal Planner*
Diana Ellenbecker, *Finance Director*
Joanne Bungert, *City Attorney*

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Summary of Findings

1. In accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Twelve (12) ("TID 12"), I-43 Industrial Park on September 6, 2005; and
2. The Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 12 on Tuesday, July 16, 2019; and
3. The RDA proposed allocating excess incremental property taxes from TID 12 to Tax Increment District Number Thirteen ("TID 13"), Downtown Redevelopment; and
4. The RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
 - 4.1. On Thursday, November 7, 2024, at 1:30 p.m., in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 12, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
 - 4.2. On Thursday, October 31, 2024, published a notice of said public hearing in the City's official paper, the Press Gazette; and
 - 4.3. On Wednesday, October 30, 2024, mailed, by first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
 - 4.4. On Thursday, October 31, 2024, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
5. The Original Project Plan and the Amended Project Plan meet all the requirements of Wis. Stats. §66.1105, to wit:
 - 5.1. An economic feasibility study; and
 - 5.2. A detailed list of estimated project costs; and
 - 5.3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
 - 5.4. A map showing existing uses and conditions of real property within TID 12; and
 - 5.5. A map showing proposed improvements and uses in TID 12; and
 - 5.6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 12 will not exceed thirty-five percent (35%); and
 - 5.7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
 - 5.8. A list of estimated non-project costs; and
 - 5.9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
 - 5.10. A statement indicating how creation of TID 12 promotes the orderly development of the City; and
 - 5.11. An opinion of the City Attorney that the Project Plan is complete and complies with Wis. Stats. §66.1105; and
6. The RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:
 - 6.1. The Amended Project Plan demonstrates that TID 12 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
 - 6.2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 12 has satisfied all of its current year debt service and project cost obligations; and
 - 6.3. Prior to the mandatory termination date of September 6, 2032, TID 13 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
 - 6.4. The mandatory termination date for TID 12 is September 6, 2025; and
 - 6.5. The mandatory termination date for TID 13 is September 6, 2032; and
 - 6.6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 12 to TID 13; and
 - 6.7. That "but for" the adoption of an Allocation Amendment, the development projected to occur in both TID 12 and TID 13, as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and

- 6.8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 12 and TID 13; and
- 6.9. The economic benefits of both TID 12 and TID 13, as measured by increased property value, employment, and income,
 - 6.9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 6.9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
- 6.10. The TID 12 and TID 13 Project Plans are feasible and in conformity with the City Comprehensive Plan.

Proposed Amendment

Amend the Non-Project Costs section of the TID 12, I-43 Industrial Park Project Plan to include an allocation, in an amount not to exceed seven million dollars (\$7,000,000.00), from TID 12 to Tax Increment District Number Thirteen (13), Downtown Redevelopment ("TID 13"), for future development and acquisition of property as may be needed throughout TID 13 and within one half (1/2) mile of TID 13, for the purpose of blight elimination in TID 13, which is consistent with the purpose for which TID 13 was created.

Appendix A: City Attorney Legal Opinion



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

Phone 920.448.3080
Fax 920.448.3081

November 12, 2024

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

RE: Amended Project Plan for Tax Incremental District No. 12

Dear Mayor:

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

As City Attorney for the City of Green Bay, I have been asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Amended Project Plan for the City of Green Bay Tax Incremental District No. 12 is complete and complies with the provisions of Wisconsin Statute §66.1105.

Sincerely,

Joanne Bungert
City Attorney

RESOLUTION NO. 24-06

RESOLUTION REGARDING AN ALLOCATION AMENDMENT FOR TAX INCREMENT DISTRICT NUMBER TWELVE (12), I-43 INDUSTRIAL PARK ("TID 12")

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Twelve (12), I-43 Industrial Park ("TID 12"), on September 6, 2005; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 12 on Tuesday, July 16, 2019; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 12 to Tax Increment District Number Thirteen (13), Downtown Redevelopment ("TID 13"); and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Thursday, November 7, 2024, at 1:30 p.m. in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 12, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
2. On Thursday, October 31, 2024, published a notice of said public hearing in the Green Bay Press-Gazette; and
3. On Wednesday, October 30, 2024, mailed, by first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
4. On Thursday, October 31, 2024, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and

WHEREAS, the Original Project Plan and Amended Project Plan meet all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 12; and
5. A map showing proposed improvements and uses in TID 12; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 12 will not exceed thirty-five percent (35%); and
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 12 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the Amended Project Plan will not change the boundaries of TID 12.

WHEREAS, the RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:

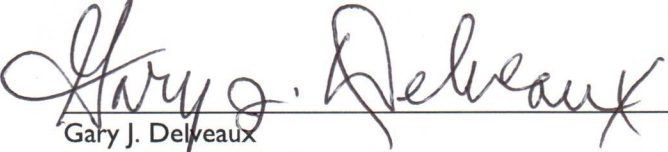
1. The Amended Project Plan demonstrates that TID 12 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 12 has satisfied all of its current year debt service and project cost obligations; and
3. Prior to the mandatory termination date of September 6, 2032, TID 13 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
4. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 12 to TID 13; and

5. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 12 and TID 13, as detailed in the *City Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
6. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 12 and TID 13; and
7. The economic benefits of both TID 12 and TID 13, as measured by increased property value, employment, and income,
 - 7.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 7.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
8. The TID 12 and TID 13 Project Plans are feasible and in conformity with the *City Comprehensive Plan*.
9. TID 12 and TID 13 have the same overlying taxing jurisdictions.

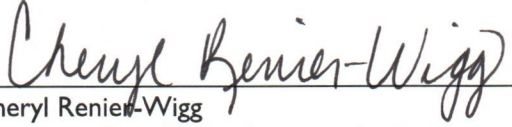
NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Authority of the City of Green Bay that:

1. It approves the Allocation Amendment Resolution for Tax Increment District Number Twelve (12), I-43 Industrial Park.
2. It recommends to the Common Council to amend the Non-Project Costs section of the TID 12, I-43 Industrial Park Project Plan to include an allocation, in an amount not to exceed seven million dollars (\$7,000,000.00) from TID 12 to TID 13, Downtown Redevelopment, for future development and acquisition of property as may be needed throughout TID 13 and within one half (1/2) mile of TID 13, for the purposes of blight elimination in TID 13, which is consistent with the purpose for which TID 13 was created.
3. It approves and adopts the amended Project Plan for TID 12 and recommends its approval to the Common Council.

Adopted this 7th day of November, 2024.



Gary J. Delveaux
Redevelopment Authority Chair



Cheryl Renier-Wigg
Secretary of the Redevelopment Authority



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

MEETING DATE

November 12, 2024

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # N.3

To adopt a Project Plan Amendment Resolution and amend the Project Plan for TID Thirteen (13), Downtown Redevelopment.

BACKGROUND

Amend the TID 13, Downtown Redevelopment, Project Plan, Section A., Improvement Number Ten (#10) Property Acquisition, to include up to seven million dollars (\$7,000,000.00) in additional project costs, as further identified in Table I.

Additionally, amend Project Plan Section A to create Improvement Number Thirteen (#13): Other Public Infrastructure, which includes up to five hundred thousand dollars (\$500,000.00) for other miscellaneous public infrastructure projects as may be needed throughout TID 13 and within one half (1/2) mile of TID 13, for the purpose of blight elimination, which is consistent with the purpose for which TID 13 was created.

RECOMMENDATION

Recommend the RDA and the City adopt the Project Plan Amendment Resolution and amend the Project Plan for TID Thirteen (13), Downtown Redevelopment.

FISCAL IMPACT

To be discussed at the meeting.

ATTACHMENTS

1. TID 13 Project Plan Amended Draft 11.12.24
2. RDA Resolution - TID 13 Project Plan Amendment 11.7.2024 executed



City of Green Bay
Department of Community and Economic Development

Tax Increment District Thirteen (13)

Downtown Redevelopment

Amended PROJECT PLAN *DRAFT*

City of Green Bay, Wisconsin
November 12, 2024

Joint Review Board of the City of Green Bay

Diana Ellenbecker, *City of Green Bay*
Cole Runge, *Brown County*
Cale Pulczynski, *Green Bay Area Public School District*
Adam Pfof, *Northeast Wisconsin Technical College*
Brent Weycker, *Citizen Member*

Common Council of the City of Green Bay

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Jennifer Grant, *District 1*
Jim Hutchison, *District 2*
William Morgan, *District 3*
Bill Galvin, *District 4, Vice President*
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Brian Johnson, *District 9, President*
Ben Delie, *District 10*
Melinda Eck, *District 11*
Kathy Hinkfuss, *District 12*

Redevelopment Authority of the City of Green Bay

Gary Delveaux, *Chair*
Matt Schueller, *Vice Chair*
Deby Dehn
Alderson Kathy Hinkfuss, *District 12*
Melanie Parma
Stephen Srubas

This Project Plan was prepared by:

Matt Buchanan, *Deputy Development Director*
Rebecca Finco, *Economic Development Specialist*
David Buck, *Principal Planner*
Diana Ellenbecker, *Finance Director*
Joanne Bungert, *City Attorney*

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Summary of Findings

1. In accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Thirteen (13), Downtown Redevelopment (“TID 13”), on September 6, 2005; and
2. The Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt Resolution amending the Project Plan for TID 13 on Tuesday, July 16, 2019; and
3. The RDA proposed adding project costs within the existing boundary of TID 13 and within a one-half (1/2) mile radius of the boundary of TID 13; and
4. The RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
 - 4.1. On Thursday, November 7, 2024, at 1:30 p.m., in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 13, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
 - 4.2. On Thursday, October 31, 2024, published a notice of said public hearing in the City’s official paper, the Press Gazette; and
 - 4.3. On Wednesday, October 30, 2024, mailed, by first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
 - 4.4. On Thursday, October 31, 2024, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
5. The Original Project Plan and the Amended Project Plan meet all the requirements of Wis. Stats. §66.1105, to wit:
 - 5.1. An economic feasibility study; and
 - 5.2. A detailed list of estimated project costs; and
 - 5.3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
 - 5.4. A map showing existing uses and conditions of real property within TID 13; and
 - 5.5. A map showing proposed improvements and uses in TID 13; and
 - 5.6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 13 will not exceed thirty-five percent (35%); and
 - 5.7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
 - 5.8. A list of estimated non-project costs; and
 - 5.9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
 - 5.10 A statement indicating how creation of TID 13 promotes the orderly development of the City; and
 - 5.11 An opinion of the City Attorney that the Project Plan is complete and complies with Wis. Stats. §66.1105; and
6. The RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:
 - 6.1. The Amended Project Plan demonstrates that TID 13 will accumulate aggregate incremental property taxes greater than the amount of total project costs before its mandatory termination date of September 6, 2032; and
 - 6.2. Project Plan, Section A., Improvement Number Ten (#10) identifies property acquisition as an existing public works and related improvement/project cost; and
 - 6.3. Wis. Stats. §66.1105 permits the City to add project costs within the existing boundary of TID 13 and within a one-half (1/2) mile radius of the boundary of TID 13; and
 - 6.4. That “but for” the adoption of an amendment to the Project Plan, the development projected to occur in TID 13, as detailed in the City Comprehensive Plan, would not occur in the manner desired by the City and RDA; and
 - 6.5. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in TID 13; and
 - 6.6. The economic benefits of TID 13, as measured by increased property value, employment, and income

- 6.6.1. Are greater than the cost of the improvements identified in the Amended Project Plan; and
- 6.6.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
- 6.7. The TID 13 Amended Project Plan is feasible and in conformity with the City Comprehensive Plan.

Proposed Amendment

Amend the Project Plan, Section A., Improvement Number Ten (#10): Property Acquisition, to include up to seven million dollars (\$7,000,000.00) in additional project costs, as further identified in Table 1.

Additionally, amend Project Plan Section A to create Improvement Number Thirteen (#13): Other Public Infrastructure, which includes up to five hundred thousand dollars (\$500,000.00) for other miscellaneous public infrastructure projects as may be needed throughout TID 13 and within one half (1/2) mile of TID 13, for the purpose of blight elimination, which is consistent with the purpose for which TID 13 was created.

Appendix A: City Attorney Legal Opinion



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

Phone 920.448.3080
Fax 920.448.3081

November 12, 2024

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

RE: Amended Project Plan for Tax Incremental District No. 13

Dear Mayor:

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

As City Attorney for the City of Green Bay, I have been asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Amended Project Plan for the City of Green Bay Tax Incremental District No. 13 is complete and complies with the provisions of Wisconsin Statute §66.1105.

Sincerely,

Joanne Bungert
City Attorney

RESOLUTION NO. 24-07
RESOLUTION REGARDING A PROJECT PLAN AMENDMENT FOR TAX INCREMENT
DISTRICT NUMBER THIRTEEN (13),
DOWNTOWN REDEVELOPMENT ("TID 13")

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Thirteen (13), Downtown Redevelopment ("TID 13"), on September 6, 2005; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt a Resolution and amend the Project Plan for TID 13 on Tuesday, July 16, 2019; and

WHEREAS, the RDA proposed adding project costs within the existing boundary of TID 13 and within a one-half (1/2) mile radius of the boundary of TID 13; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Thursday, November 7, 2024, at 1:30 p.m. in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 13, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
2. On Thursday, October 31, 2024, published a notice of said public hearing in the Green Bay Press-Gazette; and
3. On Wednesday, October 30, 2024, mailed, by first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
4. On Thursday, October 31, 2024, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and

WHEREAS, the Original Project Plan and Amended Project Plan meets all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 13; and
5. A map showing proposed improvements and uses in TID 13; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 13 will not exceed thirty-five percent (35%); and
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 13 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the Amended Project Plan will not change the boundaries of TID 13.

WHEREAS, the RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:

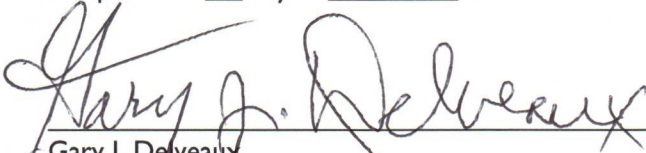
1. The Amended Project Plan demonstrates that TID 13 will accumulate aggregate incremental property taxes greater than the amount of total project costs before its mandatory termination date of September 6, 2032; and
2. Project Plan, Section A., Improvement number Ten (#10) identifies property acquisition as an existing public works and related improvement/project cost; and

3. Wis. Stats. §66.1105 permits the City to add project costs within the existing boundary of TID 13 and within a one-half (1/2) mile radius of the boundary of TID 13; and
4. That "but for" the adoption of an amendment to the Project Plan, the development projected to occur in TID 13, as detailed in the City Comprehensive Plan, would not occur in the manner desired by the City and RDA; and
5. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in TID 13; and
6. The economic benefits of TID 13, as measured by increased property value, employment, and income
 - 6.1 Are greater than the cost of the improvements identified in the Amended Project Plan; and
 - 6.2 Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
7. The TID 13 Amended Project Plan is feasible and in conformity with the City Comprehensive Plan.

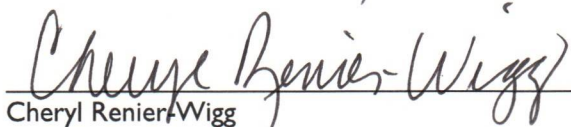
NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Authority of the City of Green Bay that:

1. It approves the Project Plan Amendment Resolution for Tax Increment District Number Thirteen, Downtown Redevelopment.
2. It recommends to the Common Council to amend the Project Plan, Section A., Improvement Number Ten (#10): Property Acquisition, to include up to seven million dollars (\$7,000,000) in additional project costs, as further identified in Table I.
3. It recommends to the Common Council to amend the Project Plan, Section A to create Improvement Number Thirteen (#13): Other Public Infrastructure, which includes up to five hundred thousand dollars (\$500,000) for other miscellaneous public infrastructure projects as may be needed throughout TID 13 and within one half (1/2) mile of TID 13 for the purpose of blight elimination, which is consistent with the purpose for which TID 13 was created.
4. It approves and adopts the amended Project Plan for TID 13 and recommends its approval to the Common Council.

Adopted this 7th day of November, 2024.



Gary J. Deveau
Redevelopment Authority Chair



Cheryl Renier-Wigg
Secretary of the Redevelopment Authority



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # N.4

To approve, as the property owner of Parcel No. 12-112, a contract with Miron Construction for \$109,701 for the removal of the Heritage Trail Plaza.

BACKGROUND

Due to the development of 221 Cherry St, the Heritage Trail will need to be relocated. The City and Packers Heritage, Inc., reached an agreement, which requires the City to remove and salvage, as well as transfer to the Packers Heritage, Inc., the Packers Heritage Trail Plaza. The City will fund the project. Miron Construction will be contracted for the work, because they constructed the plaza and are uniquely situated to remove and salvage.

RECOMMENDATION

To approve a contract with Miron Construction for \$109,701 for the removal and delivery of the Heritage Trail display.

FISCAL IMPACT

ATTACHMENTS

1. Heritage Trail (Removal Only) Estimate
2. HT 1
3. HT 2
4. HT 3
5. HT 4
6. HT 5



Packers Heritage Trail - Removal Only

10/22/24

Building Excellence

DESCRIPTION		TOTAL
020000 Existing Conditions		\$26,614
080000 Openings		\$12,250
100000 Specialties		\$58,003
260000 Electrical		\$2,500
	DIRECT COST	\$99,368
Direct Cost		\$99,368
Winter Conditions / Temporary Heat & Enclosure		\$0
Building Permit	0.40%	\$397
Subtotal Including GCs / GRs		\$99,765
Insurance Requirements	0.65%	\$648
Builder's Risk Insurance	0.08%	\$80
Reproduction Expenses		\$0
Construction Manager's Contingency	5.00%	\$4,988
Subtotal Including Insurance / Contingency		\$105,482
Reimbursables		\$0
Site Survey & Layout		\$0
Special Site Permitting (Wells, Air, Environmental)(N.I.C.)		\$0
Geotechnical Investigation (N.I.C.)		\$0
Subtotal Including Design		\$105,482
Preconstruction Fee		\$0
Construction Fee	4.00%	\$4,219
Subtotal Including Construction Fee		\$109,701
Inflation (N.I.C.)		\$0
Subtotal Including Inflation Factor		\$109,701
Subtotal Including Bond		\$109,701
Construction Total		\$109,701
Hazardous Materials Abatement		\$0
Owner FFE		\$0
	PROJECT TOTAL	\$109,701



STAY GROUNDED : THINK BIG : RALLY TOGETHER : DIG DEEP : BUILD LEGACIES



Packers Heritage Trail - Removal Only

10/22/24

Building Excellence

DESCRIPTION		TOTAL
020000 Existing Conditions		
02.41.19.13 Selective Building Demolition		\$26,614
Subtotal - 020000 Existing Conditions		\$26,614
080000 Openings		
08.99.01 Glass Display		\$12,250
Subtotal - 080000 Openings		\$12,250
100000 Specialties		
10.14.00 Plaque & Statue Removal		\$58,003
Subtotal - 100000 Specialties		\$58,003
260000 Electrical		
26.00.00 Electrical		\$2,500
Subtotal - 260000 Electrical		\$2,500
DIRECT COST		\$99,368



STAY GROUNDED : THINK BIG : RALLY TOGETHER : DIG DEEP : BUILD LEGACIES



Packers Heritage Trail - Removal Only

10/22/24

Building Excellence

Direct Cost		\$99,368
Winter Conditions / Temporary Heat & Enclosure		\$0
Building Permit	0.40%	\$397
Subtotal Including GCs / GRs		\$99,765
Insurance Requirements	0.65%	\$648
Builder's Risk Insurance	0.08%	\$80
Reproduction Expenses		\$0
Construction Manager's Contingency	5.00%	\$4,988
Subtotal Including Insurance / Contingency		\$105,482
Reimbursables		\$0
Site Survey & Layout		\$0
Special Site Permitting (Wells, Air, Environmental)(N.I.C.)		\$0
Geotechnical Investigation (N.I.C.)		\$0
Subtotal Including Design		\$105,482
Preconstruction Fee		\$0
Construction Fee	4.00%	\$4,219
Subtotal Including Construction Fee		\$109,701
Inflation (N.I.C.)		\$0
Subtotal Including Inflation Factor		\$109,701
Subtotal Including Bond		\$109,701
Construction Total		\$109,701
Hazardous Materials Abatement		\$0
Owner FFE		\$0
PROJECT TOTAL		\$109,701



STAY GROUNDED : THINK BIG : RALLY TOGETHER : DIG DEEP : BUILD LEGACIES



BORIS LYNCH
GREEN BAY
MR. BASEBALL

MARSHALL C.
SCHMITT CLUB
FOUNDED 1942

IN LOVING MEMORY
JAMES J. SCHMITT
GREEN BAY
FATHER OF THE
GREEN BAY
PACKERS

CLIFFORD H. CHRISTI
BORN IN GREEN BAY IN 1919
DEFENDED HIS COUNTRY AT
THE BATTLE OF THE BULGE
MARRIED JANE HANSEN IN 1942
AT CAMP POLK, LA.
DIED IN 1947
AT HINES VA HOSPITAL
12 DAYS AFTER THE BIRTH OF HIS SON
DUE TO COMPLICATIONS FROM
HIS SERVICE IN WORLD WAR II
LAMBS ALL ERA PACKERS FAN

CASSIE CHRISTI
SCHMITT
KELLY CHRISTI

ISAAC SCHMITT
BECKETT SCHMITT
KELSEY SCHMITT

IN MEMORY OF
BILL DRISCOLL

Wally's Spot Supper Club



Green Bay's Original
Steak House
Family Owned
Serving Green Bay
over 75 years

Established by
Walter and Dora Adamany
Donated by
The Adamany Children
David, Sandra, Thomas, Doreen



Puckett's
HERITAGE
TRAIL

FROM LAKEVIEW TO LOMBARD









Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # N.5

To approve the first amendment to Development Agreement 22-01 with 222 Cherry Street, LLC.

BACKGROUND

In May 2022, the Redevelopment Authority (RDA) and City of Green Bay granted approval for Development Agreement 22-01 with 222 Cherry Street, LLC to improve a one-story commercial building at 216-222 Cherry Street. The proposal included the addition of three-to-five stories to accommodate 39-to-65 market-rate apartments, coupled with substantial improvements to the existing 10,000 square feet of ground-floor commercial space. The proposal also included a skywalk connecting to the City's adjacent Cherry Street Parking Ramp. Per the Development Agreement, the City would provide an 80 percent PAYGo TIF incentive if the redevelopment created an aggregate assessed property value of at least \$13,775,600 by January 1, 2025. The May 2022 agreement was approved by both RDA and Common Council; however, was never executed.

In September 2022, RDA and Common Council approved a revised Development Agreement 22-01 with 222 Cherry Street, LLC after the developer identified challenges to the proposal requiring significant changes to the project scope and timeline. The revised Development Agreement did not make changes to the previously agreed upon 80 percent PAYGo TIF incentive, but did include the following primary changes:

- Update the project description to include the demolition of the one-story building and construction of a new six-story building with 57 market-rate apartments and 10,000 square feet of ground-floor commercial space.
- Reduce the anticipated property valuation from \$13 million to \$8 million, based on information provided by the City Assessor.
- Update of several key dates to match the revised construction schedule. Construction was scheduled to begin by January 2023, and be completed by March 1, 2025.

The Development Agreement approved in September 2022 was executed; however, the development did not proceed as planned, and the developer is now requesting an official amendment. The Developer has encountered challenges with construction costs and financing that have prevented the project from moving forward. The Developer has coordinated with City staff to identify solutions to those challenges and now requests the Development Agreement be amended to incorporate the following changes:

- Update the project description to increase the number of market-rate apartments from 57 unit to 71 units. The building size is not planned to significantly change; rather, the square footage of each unit and overall bedroom count is planned to be reduced.
- Revise benchmark deadline dates, with total project completion changing from March 1, 2025, to December 31, 2026.
- Increase the minimum guaranteed property value from \$8,000,000 to \$9,500,000 based on the

City Assessor's revised estimated valuation.

- Adjust PAYGo TIF Incentive from 80 percent to 95 percent for the first five years after the project completion date, then reduce to 75 percent for the remainder of the incentive period.
- Revise the source of TIF assistance from TID #24, which terminates in 2043, to TID #27, which terminates in 2052.

RECOMMENDATION

Approve the first amendment to Development Agreement 22-01 with 222 Cherry Street, LLC.

FISCAL IMPACT

The original Development Agreement required a minimum property valuation of at least \$8,000,000, offering the developer 80 percent of the anticipated increment (\$2,235,520 out of \$2,794,398) through the PAYGo TIF incentive period.

The proposed amendment guarantees a minimum \$9,500,000 property valuation. If approved, the developer would receive 95 percent of the increment for the initial five years and then 75 percent for the remainder of the incentive period. The projected fiscal impact of this revised arrangement amounts to the developer receiving up to \$3,289,632 out of the \$4,386,177 in total increment to be generated.

ATTACHMENTS

1. First Amendment to 2022-01 222 Cherry 20241101
2. Red line edits to Development Agreement - 222 Cherry Amend I - 20241101

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 22-01
216 - 222 CHERRY STREET REDEVELOPMENT

This Development Agreement is made this 12th day of November, 2024,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and 222 CHERRY STREET, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, Developer has agreed to redevelop property located at 216 to 222 Cherry Street (Tax Parcel 12-114), hereinafter defined as the "Project Site"; and

WHEREAS, the Parties entered into a Development Agreement 22-01 dated September 20, 2022, relating to the Project Site; and

WHEREAS, the Development Agreement provided for Tax Incremental Finance ("TIF") assistance for qualified expenditures for private improvements at the Project Site; and

WHEREAS, subsequent to the Development Agreement, Developer requested additional changes to the project scope, timeline, and incentives package, to be considered for approval by the Redevelopment Authority and Green Bay Common Council.

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

- I. Amendments. The Development Agreement as previously approved on September 20, 2022, is hereby amended as follows:
 - a. In Section A of the Recitals, delete "775,600" and replace with "719,500"
 - b. In Section C of the Recitals, delete "fifty-seven" and replace with "seventy-one"
 - c. In Section D of the Recitals, delete both references to "2022" and replace with "2024" and delete Seven Hundred Seventy-Five Thousand Six Hundred Dollars (\$775,600) and replace with "Seven Hundred Nineteen Thousand Five Hundred Dollars (\$719,500).
 - d. In Section D.1 of the Recitals, delete "Twenty-Thousand and Ten dollars (\$20,010)" and replace with "Thirteen Thousand Nine Hundred and Fifteen dollars (\$13,915)" and delete "\$25.80" and replace with "\$19.34".
 - e. In Section D.2 of the Recitals, delete entire section and replace with "Five Thousand Five Hundred Ninety-One dollars (\$5,591) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

- f. In Section D.3 of the Recitals, delete entire section.
- g. In Section E of the Recitals, delete “Eight Million Dollars (\$8,000,000)” and replace with “Nine Million Five Hundred Thousand Dollars (\$9,500,000).”
- h. In Section E.1 of the Recitals, delete “One Hundred Eight-Six Thousand Three Hundred and Eighty Nine dollars (\$186,389)” and replace with “One Hundred Eighty Three Thousand Seven Hundred Thirty (\$183,730)” and delete “\$25.80” and replace with “\$19.34”.
- i. In Section E.2 of the Recitals, delete the entire section and replace with Seventy Three Thousand Eight Hundred Fifteen Dollars (\$73,815) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).
- j. In Section E.3 of the Recitals, delete entire section.
- k. In Section F of the Recitals, delete “The RDA and the City will ask the Joint Review Board (JRB) to create a new Tax Increment District (the TID), effective January 1, 2022” and replace with “The RDA, the City, and Joint Review Board (JRB) created new Tax Increment District (the TID 27), effective January 1, 2024”
- l. In Section II.T, delete the entire section and replace with ““TID” means Tax Increment Finance District # 27 created in 2024 by the City of Green Bay, The RDA and Joint Review Board (JRB).
- m. In the title of Section III., delete entire title and replace with “TAX INCREMENT FINANCING AND FINANCIAL ASSISTANCE”.
- n. In Section III.B.2.a, delete “Eight Million Dollars (\$8,000,000) on or before January 1, 2025” and replace with “Nine Million Five Hundred Thousand Dollars (\$9,500,000) on or before January 1, 2027”.
- o. In Section III.B.2.e, delete “Eight Million Dollars (\$8,000,000)” and replace with “Nine Million Five Hundred Thousand Dollars (\$9,500,000)”.
- p. In Section III.B.2.e(l), delete the entire section and replace with “Provided the aggregate assessed Property value is at least Nine Million Five Hundred Thousand Dollars (\$9,500,000) on or before January 1, 2027, the City shall make available ninety-five percent (95%) of the annual TIF Increment to the Developer until either all Qualified Expenditures have been repaid or until December 31, 2031, whichever occurs first. From January 1, 2032 until the incentive period expires, the City shall make available seventy-five percent (75%) of the annual TIF increment to the Developer until all remaining Qualified Expenditures have been repaid. 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.
- q. In Sections III.B.2.f and III.B.2.f(l), delete the entire sections.

- r. In Section III.B.2.g, delete “September 1, 2024” and replace with “September 1, 2026” and delete “January 1, 2025” and replace with January 1, 2027” and delete “2026” and replace with “2028”.
- s. In Section III.C.1, delete the entire section and replace with “Monetary Limitation. The TIF Incentive prior to December 31, 2031 shall not exceed ninety-five percent (95%) of the Available Tax Increment for the Property. The TIF Incentive in any year after January 1, 2032 shall not exceed seventy-five percent (75%) of the Available Tax Increment for the Property.”
- t. In Section III.C.5, delete the entire section and replace with “Maximum Life of the TID. Payments shall not be made beyond the maximum life of TID #27, which is anticipated to terminate in 2052.”
- u. In Section IV.B, delete “2023” and replace with “2025”.
- v. In Section IV.C, delete “2023” and replace with “2025”.
- w. In Section IV.F, delete “2023” and replace with “2025”.
- x. In Section IV.G, delete “2023” and replace with “2025”.
- y. In Section IV.L, delete “January 1, 2023” and replace with “April 1, 2025” and delete “March 1, 2025” and replace with “December 31, 2026”.
- z. Create new section VIII.B.8. 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;
- aa. In Section IX.B., delete “twenty-two (22) years” and replace with “twenty-five (25) years” and delete “2044” and replace with “2050”.
- bb. In Section X.I, delete “2023” and replace with “2025”.
- cc. In Section X.J, delete neil.stechsulte@greenbaywi.gov and replace with Cheryl.renier-wigg@greenbaywi.gov
- dd. Create new Section X.K and insert “Entire Agreement. This Agreement renders null and void any all prior agreements between the parties and constitutes the Parties’ complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties, except as otherwise provided herein.
- ee. Sections X.K through X.S shall be re-lettered as X.L through X.T respectively.
- ff. Section X.U 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.

gg. Replace Exhibit C, Preliminary Concept Plan with attached revised Preliminary Concept Plan

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

[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.

By: _____
Peter Nugent, Principal

[illegible]

* _____
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 222 CHERRY STREET, 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 222 CHERRY STREET, LLC

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 22-01
216 - 222 CHERRY STREET REDEVELOPMENT

This Development Agreement is made this 20th day of September, 2022,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and 222 CHERRY STREET, LLC], a Wisconsin limited liability company ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
12-114	216-222 Cherry St.	0.364	775,600 <u>\$719,500</u>

- B. The parcel listed above shall be referred to as the "Property." The Property comprises approximately zero and three hundred sixty-four thousandths (0.364) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

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

Constructing a six (6) story multi-use building, including approximately ~~fifty-seven~~seventy-one (~~57~~71) market rate multi-family apartment units on floors two through six, approximately 10,000 square feet of commercial retail/office space on the first floor, and a connecting skywalk to the Cherry Street Parking Ramp to the residential portion of the building.

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

- D. As of January 1, ~~2022~~2024, the Property has an aggregate assessed value of Seven Hundred ~~Seventy-Five Thousand Six Hundred Dollars (\$775,600)~~Nineteen Thousand Five Hundred Dollars (\$719,500) which based on the assessed tax rates in effect as of January 1, ~~2022~~2024, the Property yields approximately:

1. ~~Twenty Thousand and Ten Thousand Nine Hundred and Fifteen~~ dollars (~~\$20,010.48~~13,915) in total gross real estate taxes annually (assessed mill rate of ~~\$19.34~~25.80);
2. ~~Twenty Thousand and Ten dollars (\$20,010.48) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$25.80); and~~

~~3.2. Seven Thousand Nine Hundred Four~~ Five Thousand Five Hundred Ninety-One Dollars (\$~~7,904,055.591~~) in real estate taxes to the City of Green Bay annually (assessed mill rate of ~~\$7.77+0.19~~).

- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be at least ~~Eight-Nine~~ Million, Five Hundred Thousand Dollars (\$~~8,000,500,000~~), which is anticipated to yield approximately:
1. ~~One Hundred Eighty-Six-Three~~ Thousand Three-Seven Hundred and ~~Eighty-Nine~~ Seventy ~~Hundred Thirty~~ Dollars (\$~~183,730+86,389~~) in total gross real estate taxes annually (assessed mill rate of \$~~19.34+25.80~~);
 2. ~~One Hundred Eighty-Six Thousand Three Hundred and Eighty-Nine Dollars (\$186,389)~~ in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$25.80); and
 3. ~~Seventy-Six Thousand Five Hundred Dollars (\$76,500)~~ Seventy Three Thousand Eight Hundred Fifteen Dollars (\$73,815) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$~~9.00~~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, and will ask the Joint Joint~~ Review Board (JRB) ~~created to create a~~ new Tax Increment District (the TID 24), effective January 1, ~~2022~~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 Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to; demolition, remodeling, repair or reconstruction of existing buildings; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that it will build new structures for individuals of all ages and abilities; be located in a place easy to reach on foot, bicycle, or transit; generate job opportunities for individuals of all ages, abilities, and incomes; build new structures with high-performance designs, systems, and finishes; create a significantly higher per acre property value than adjacent properties and the City average; generate property taxes greater than the cost of providing infrastructure and services; enhance the physical (soil, water, air) landscape; expand our range of residential and commercial real estate products; be designed and built with options for conversion to alternative uses in the future; create and/or enhance unique public spaces, amenities, and art; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

II. DEFINITIONS; EXHIBITS

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

- A. “Agreement” means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. “Annual Assessed Value” means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. “Available Tax Increment” means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other

obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.

- D. “Base Value” means the aggregate assessed value of the Property when the TID was created, which shall be determined as of 1/1/2022.
- E. “City” means the City of Green Bay, Brown County, Wisconsin.
- F. “Concept Plan” means the plan for the Project.
- G. “Developer” means 222 Cherry Street, 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
- I. “Future Project” means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- J. “Plans and Specifications” means the plans and specifications developed for the Project.
- K. “Preliminary Concept Plan” means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- L. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.
- M. “Project” means the Project as defined in the Recitals.
- N. “Public Art” means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- O. “Public Improvements” means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
 - 1. road, pedestrian, and bicycle improvements; and
 - 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and

3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- P. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section IV. C. 4.
- Q. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- R. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- S. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- T. "TID" means ~~the future~~ Tax Increment Finance District # 27 ~~to be~~ created in 2022-2024 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 24), effective January 1, 2022, 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." TID 24 created in 2022~~
- U. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- V. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING AND FINANCIAL ASSISTANCE

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
- I. Certified Survey Map.
 - a) The Developer shall prepare and obtain approvals for a CSM, for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (EXHIBIT

C), including any easements or other dedications required to accommodate the proposed skywalk connection to the Cherry Street Parking Ramp.

- b) Upon recording of such CSM with the Brown County Register of Deeds, all references to Property shall include all such new parcels created through the actions of this Section III. B. I.

2. 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 of ~~Eight—Nine~~ Million Five Hundred Thousand Dollars (~~\$8,000,000~~9,500,000) on or before January 1, ~~2025~~2027.
- b) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
- c) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
- d) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
- e) Developer shall not be entitled to any TIF Increment unless the aggregate assessed Property value meets or exceeds the guaranteed value of ~~Eight—Nine~~ Million, Five-Hundred Thousand Dollars (~~\$8,000~~9,500,000). Upon reaching this threshold, Available TIF Increment shall be distributed as follows:
 - (i) Provided the aggregate assessed Property value is at least ~~Eight—Nine~~ Million Five Hundred Thousand Dollars (~~\$8,000~~9,500,000) on or before January 1, ~~2025~~2027, the City shall make available ~~eighty—ninety-five~~ percent (~~80~~95%) of the annual TIF Increment to the Developer until ~~either~~ all Qualified Expenditures have been repaid or until December 31, 2031, whichever occurs first. From January 1, 2032 until the incentive period expires, the City shall make available seventy-five percent (75%) of the annual TIF increment to the Developer until all remaining Qualified Expenditures have been repaid—the incentive period expires. 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.
 - ~~f) The City shall utilize ten percent (10%) of the annual TIF increment for public infrastructure and improvements within the new TID until all Qualified Expenditures have been repaid or the incentive period expires.~~

~~(f) The City shall utilize ten percent (10%) of the annual TIF increment to cover administrative costs incurred by the TID through the full life of the TID.~~

~~g)~~ PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, ~~2024~~2026, the TIF Increment would be determined as of January 1, ~~2025-2027~~ and the PAYGo reimbursement would first be payable in ~~2026~~2028.

3. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
 - a) Public Improvements, if applicable, as defined in Section II. N., and environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
 - c) Any other activity specifically approved by the City or RDA.
4. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

1. Monetary Limitation. The TIF Incentive ~~in any year prior to December 31, 2031~~ shall not exceed ~~eighty-ninety-five~~ percent (~~80~~95%) of the Available Tax Increment for the Property. The TIF Incentive in any year after January 1, 2032 shall not exceed seventy-five percent (75%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, 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, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

5. Maximum Life of the TID. Payments shall not be made beyond the maximum life of ~~the proposed TID #27~~, which is anticipated to ~~be 20 years~~ terminate in 2052.
- D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.
- E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to December 1, 2022, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this agreement. The Concept Plan shall clearly identify:
1. Any proposed changes in boundaries of the Property
 2. The approximate location of any proposed structures and/or projects to be built on the Property
 3. A preliminary rendering or other illustration of scale of proposed structures and buildings
- B. Construction Documents. Prior to January 1, ~~2023~~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. 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. Plans and specifications for any skywalk connection to the Cherry Street Parking Ramp, including the proposed method and timing of construction which shall subject to the approval of the Department of Public Works and the RDA.
 6. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to January 1, ~~2023~~2025, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:

1. Not less than Eight Million Dollars (\$8,000,000) in “hard” construction costs for the entire Project; and
2. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; and
3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive. specifically including:
 - a) Utility relocation costs.
 - b) 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.
 - c) Enhanced building design, architecture, or materials beyond basic code requirements as approved by the RDA.
 - d) Enhanced landscaping beyond basic code requirements as approved by the RDA.
 - e) Structured parking costs allowing for better building design and improving the overall function of the site including a “skywalk” connection to the Cherry Street Parking Ramp.
 - f) Enhanced stormwater management costs allowing for better building design and improving the overall function of the site.
 - g) Costs related to the installation of environmentally sustainable infrastructure and practices in the project.
 - h) Site improvements related to providing access to public transit or alternative transportation options.
 - i) Enhanced pedestrian, bicycle, and streetscape improvements beyond basic code requirements as approved by the RDA.
 - j) 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.

5. A negotiated and approved lease for use of parking stalls after normal business hours in the Cherry Street Ramp with the Department of Public Works.
- 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, ~~2023~~2025, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than January 1, ~~2023~~2025, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By August 1, 2022, 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 Expenses 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, which shall be no later than ~~January-April 1, 2023~~2025. Construction shall be completed no later than ~~March-December 31, 2025~~2026. 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.
 - I. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of

any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

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

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.

- I. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or

- c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
- 2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

- E. TID District. The RDA and City intend to create a new TID effective January 1, 2022, 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, 2022, 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 material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.

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

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;

3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Termination. Terminate this Agreement without further notice to Developer;
 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach, including withholding of PayGo payments to the Developer until temporary defaults are remedied to the satisfaction of the City.;
 3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
 - 7.8. 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;

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

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
 - 1. All Qualified Expenditures have been repaid in full by Tax Increment;
 - 2. The City closes and terminates the TID;
 - 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 - 4. This Agreement is terminated because of an Event of Default; or
 - 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty-~~two-five (2225)~~ years after the date of execution of this Agreement and therefore shall terminate at the end of tax year ~~2044~~2050.
- C. Survival of Certain Provisions. Sections III. B. 2. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV.P.3., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

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

- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to January 1, 2023~~5~~ any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 2. Upon receipt if hand-delivered to the party or person intended; or
 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
 4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

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

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

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

To the Developer: 222 Cherry Street, LLC
Peter Nugent
1121 Highview Lane
Green Bay, WI 54304
e-mail: peter@peternugent.com
phone: 920-227-8532

with a copy to: Tim Polack
Czachor, Polack, & Borchardt, LLP
107 N. Broadway, Suite 2
Green Bay, WI 54303
email: tim@libertytitlegb.com
phone: 920-435-7300

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.

~~K.L.~~ Entire Agreement. This Agreement renders null and void any all prior agreements between the parties and constitutes the Parties' complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties, except as otherwise provided herein.

~~L.M.~~ 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.N.~~ Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.

~~N.O.~~ 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.P.~~ 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.Q.~~ Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).

~~Q.R.~~ 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.S.~~ 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.

T. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

~~S.U.~~ 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.

[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:
222 Cherry Street, LLC

By: _____
Peter Nugent, Principal

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named _____, a member of 222 Cherry Street, LLC, a Wisconsin limited liability

company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

Signature page 2 of 3

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

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 3

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

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

EXHIBIT A
Property Map



EXHIBT B
Legal Description

15,892 SQ FT PLAT OF NAVARINO LOT 49 & N 1/2 OF LOT 50

EXHIBIT C
Revised Preliminary Concept Plan

PROJECT METRICS

BUILDING DATA:

Height: 70-75'

-Proposed link to parking ramp at 4th floor.

FIRST FLOOR: ~11,000 GSF Comm./Retail
FLOORS 2-6: ~13,275 GSF Residential

Unit Mix:

1 Bedroom: 6 Units
1+ Bedroom: 20 Units
2 Bedroom: 25 Units
2+ Bedroom: 4 Units
3 Bedroom: 2 Units
TOTAL: 57 UNITS



PROJECT METRICS

222 CHERRY ST | CONCEPTUAL DESIGN

#PO-22232
04.25.2022
05





CHERRY STREET & NORTH ADAMS

#00-22232
04.23.2022
02

222 CHERRY ST | CONCEPTUAL DESIGN





TYPICAL FLOOR PLAN - LOWER LEVELS



TYPICAL FLOOR PLAN - UPPER LEVELS

#00-22232
04.23.2022
04

222 CHERRY ST | CONCEPTUAL DESIGN

eua



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # N.6

To approve Term Sheet 2024-01 with Moski Corp. for a development project at 1116 Hobart Drive and 0 Hobart Drive (Tax Parcels 6H-1110-1, 6H-1110-19).

BACKGROUND

The City and Redevelopment Authority have received a request for a Term Sheet by a developer, Moski Corp. The purpose of this non-legally-binding Term Sheet is to confirm the general support of RDA and Common Council, thereby directing staff to continue negotiation of final terms of a future Development Agreement. The developer intends to construct a multifamily development that includes approximately thirty (30) market-rate rental units. The project is planned on an undeveloped 1.15-acre site located at 1116 Hobart Drive. The property is currently valued at \$176,400. The City Assessor estimates the property may be valued at \$5,500,000 after the proposed development is constructed.

The developer has requested Pay-As-You-Go (PAYGo) Tax Incremental Financing (TIF) assistance to cover a \$400,000 funding gap identified in their development pro forma. Therefore, the Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District Number Twenty-Six: Southwest Woods ("TID 26" or the "TID"), which may provide part of the financing for certain costs of the Project.

City staff and the developer have negotiated the initial terms outlined in Term Sheet 2024-01, which may be considered as terms of a future legally binding Development Agreement. Initial terms being considered include TIF PAYGo reimbursement of no more than 80% of the Available Tax Increment for the property, with a cap of \$400,000. The developer would be required to coordinate with City staff on building design prior to finalizing terms for a development agreement.

RECOMMENDATION

Approve Term Sheet 2024-01 with Moski Corp. for a development project at 1116 Hobart Drive and 0 Hobart Drive (Tax Parcels 6H-1110-1, 6H-1110-19).

FISCAL IMPACT

Approval of the Term Sheet will not have a fiscal impact, but will inform terms for a future Development Agreement to be considered at a later date. Initial terms being considered would include a TIF PAYGo reimbursement of no more than 80% of the Available Tax Increment for the property, with a cap of \$400,000.

ATTACHMENTS

1. Term Sheet 2024-01: Hobart Dr. Multifamily 20241101



City of Green Bay
Department of Community and Economic Development

TERM SHEET 2024-01

1116 HOBART DRIVE MULTIFAMILY DEVELOPMENT

This Term Sheet is made this _____ day of _____, 2024,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and MOSKI CORP., a Wisconsin limited liability company ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
6H-1110-1	1116 Hobart Drive	0.731	\$112,200
6H-1110-19	0 Hobart Drive	0.422	\$64,200

- A. The parcels listed above shall be referred to as the "Property." The Property comprises approximately one and fifteen hundredth (1.15) 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.
- B. Developer intends to complete a Project, which includes the construction of a multi-family development with approximately thirty (30) market-rate rental units. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- C. As of January 1, 2024, the Property has an aggregate assessed value of \$176,400, which based on the assessed tax rates in effect as of January 1, 2024, the Property yields approximately:
1. Three thousand four hundred twelve dollars (\$3,412) in total real estate taxes annually (assessed mill rate of \$19.34);
 2. One thousand three hundred seventy one dollars (\$1,371) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).
- D. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be five million five hundred thousand dollars (\$5,500,000), which is anticipated to yield approximately:
1. One hundred six thousand three hundred seventy dollars (\$106,370) in total real estate taxes annually (assessed mill rate of \$19.34);
 2. Forty two thousand seven hundred thirty five dollars (\$42,735) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

- E. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District Number Twenty Six (“TID 26” or the “TID”), which will provide part of the financing for certain costs of the Project.
- F. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- G. 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.
- H. In order to induce Developer to undertake the Project, such that the project remediates environmental contamination and/or enhances the physical landscape; encourages human-powered movement; interacts positively with adjacent properties and the neighborhood; expands our range of residential real estate products; builds new structures with high-performance designs, systems, and finishes; creates a significantly higher per acre property value than adjacent properties and the City average; generates property taxes greater than the cost of providing infrastructure and services; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

II. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
 - d) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on

December 1, 2025, the TIF Increment would be determined as of January 1, 2026 and the PAYGo reimbursement would first be payable in 2027.

2. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
 - a) Public Improvements, environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) Private Improvements specifically approved by the City or RDA; then
 - c) Any other activity specifically approved by the City or RDA.
3. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed Eighty (80%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of Four hundred thousand dollars (\$400,000) or the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

D. 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.

III. OBLIGATIONS OF DEVELOPER

Prior to the execution of a Development Agreement, Developer shall demonstrate to the satisfaction of the City and RDA the following items within this section.

- A. Site Control. Developer shall submit proof of control over all real estate comprising the Property. Developer will have agreed with all holders of easements and any other rights that may be affected by the Project to the termination, modification or relocation of easements and such other rights to accommodate the Preliminary Concept Plan.
- B. Preliminary Concept Plan. The Developer shall submit a concept plan detailing the proposed Project improvements, including building elevations oriented toward and facing the public right-of-way. Building facades facing public streets must be designed to enhance street interaction and visual appeal. The Developer shall grant the City any necessary easements for public improvements, infrastructure, ingress and egress, utilities, lighting, landscaping, or other essential access. All site and building plans are subject to review and approval by the City to ensure compliance with federal, state, and municipal code requirements.
- C. Preliminary Construction Documents. Developer shall submit all construction contracts, architectural drawings and plans and specifications for the improvements to be made. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.
- D. Preliminary Timeline. Developer shall submit a timeline that shall identify specific dates for the following Project milestones:
1. Property Acquisition. The date by which Developer will have acquired all real estate, rights-of way, and easements comprising the Property; after which Developer shall promptly 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. Property and rights-of-way shall be owned in the name of the Developer.
 2. Construction. The date by which Developer shall have commenced construction of the Project after which the Project shall proceed expeditiously thereafter.
 3. Occupancy. The date by which Developer shall have completed major construction on the Property and all permits have been obtained to allow for normal occupancy.
- E. Preliminary Development Budget. Developer shall submit a budget that shall include not less than Three million nine hundred thousand dollars (\$3,900,000) in “hard” construction costs and shall also include at least a five percent (5 %) cost overrun/change order line item. The Budget shall clearly identify qualified expenditures for which TIF assistance may be afforded Developer. The Budget shall also include a line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards Public Art in accordance with RDA Resolution 19-03 Regarding Percent for Art.
- F. Proof of Equity. Developer shall submit proof of equity in the form of the value of the Property, less any mortgages thereon, plus funds on hand and not less than twenty percent (20%) cash equity available for injection into the Project in an amount sufficient to cover all Project costs, which shall not be provided to any third party sources. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. Developer shall submit proof of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Proof of Insurance. Developer shall submit proof that Developer has obtained and will maintain worker compensation insurance, comprehensive general liability insurance, comprehensive automobile liability and property damage, umbrella coverage and builder’s risk insurance in amounts and written by companies

acceptable to the City and RDA, which shall each name the City and RDA as additional insureds and shall not be canceled without at least thirty (30)-day notice to the RDA and City.

- I. Existence. Developer shall submit proof that 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.
- J. No Litigation. Developer shall submit proof that 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 ability of Developer to complete the Project.
- K. No Default. Developer shall submit proof that 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.

IV. MISCELLANEOUS TERMS

- A. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- B. Documents. Developer shall submit all documents to the City or RDA via one electronic copy and three printed copies.
- C. 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. 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.
- D. 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.
- E. 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 Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, audited financial statements for Developer through termination of 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.

CAVEAT

This Term Sheet does not constitute an offer or a legally-binding obligation of any party hereto, or any other party in interest, nor does it constitute an offer of securities

[Signature pages follow]

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

**DEVELOPER:
MOSKI CORP.**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2024, the above named _____, a member of MOSKI CORP, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

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

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 MOSKI CORP.

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

EXHIBIT A Property Map

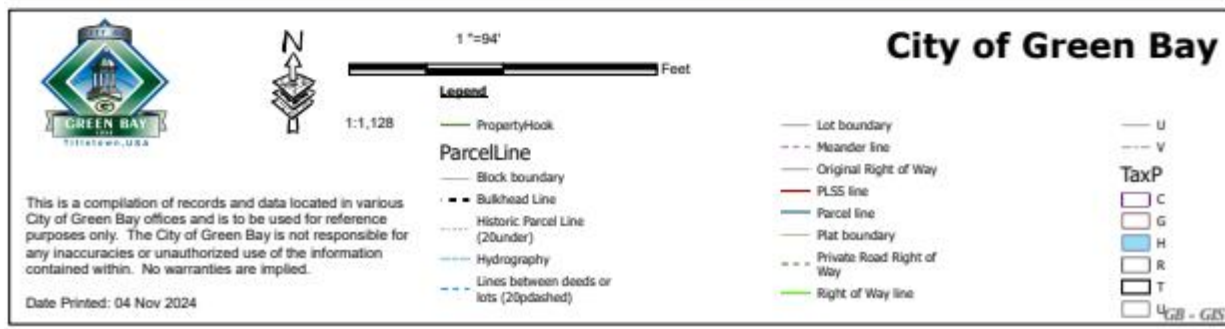


EXHIBIT B
Legal Description

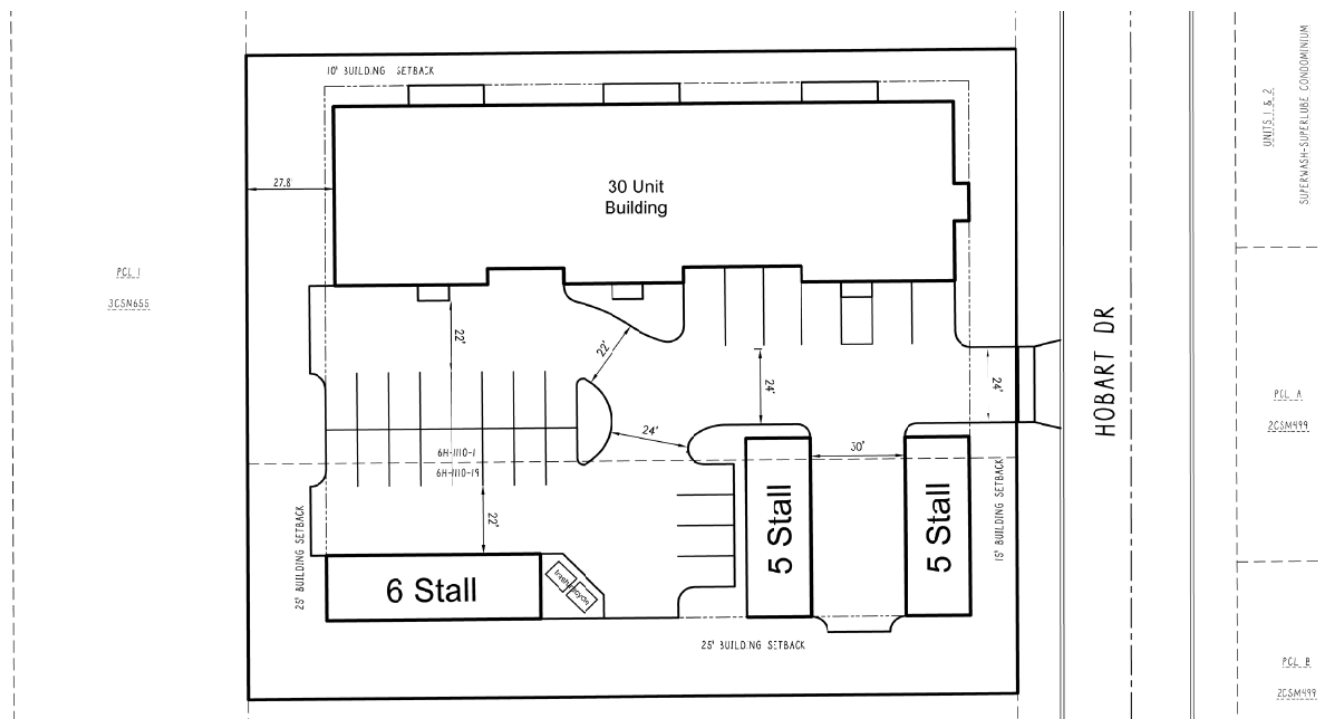
Parcel 6H-1110-1

0.731 AC M/L S 130 FT OF N 330 FT OF W 247 FT OF LOT 15 SEC 29 T24N R20E EX ST

Parcel 6H-1110-19

0.422 AC M/L THAT PRT OF LOT 15 IN SEC 29 T24N R20E DESC IN 784 R 618 EX 1123 R 286

EXHIBIT C Preliminary Concept Plan





Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # N.7

To approve Development Agreement 24-06 with Living Downtown LLC for the redevelopment of 425 Pine Street (Tax Parcel 11-139).

BACKGROUND

Living Downtown, LLC ("Developer") intends to complete a Project on 1.35 acres of land at 425 Pine Street, which includes the rehabilitation of an existing office building into a mixed-use building with approximately fifty-five (55) market rate rental housing units on floors three (3) through seven (7). Existing commercial uses on floors one (1) and two (2) will be retained as commercial uses. The Project aligns with our Department vision to link and leverage our natural, built, human, and social assets in order to generate valuable products, services, and experiences within the City. It makes our community more safe, productive, accessible, and innovative, for it:

- remediates environmental contamination and/or enhances the physical (soil, water, air) landscape
- improves existing structures with high-performance designs, systems, and finishes
- creates a significantly higher per acre property value than adjacent properties and the City average
- generates property taxes greater than the cost of providing infrastructure and services
- improves existing structures for individuals of all ages and abilities
- is located in a place easy to reach on foot, bicycle, or transit
- expands our range of (residential, commercial, or industrial) real estate products
- creates and/or enhances unique public spaces, amenities, and art

DCED has placed a priority on the creation of rental units at all price points. The Housing Market study from 2020 states "there is a fairly significant shortage of units for those renters making more than 80% of median income (\$3,385). This indicates an opportunity to add higher rent and high quality rental units to the market."

As of January 1, 2024, the Property has an aggregate assessed value of \$2,861,500 which, based on the assessed tax rates in effect as of January 1, 2024, the Property yields approximately:

- \$55,341.00 in total gross real estate taxes annually (assessed mill rate of \$19.34); and
- \$22,234.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

Upon completion of Project, the City estimates the aggregate assessed property value of the Property to be at least \$9,600,000.00, which is anticipated to yield additional real estate taxes of approximately:

- \$185,664.00 in total gross real estate taxes annually (assessed mill rate of \$19.34); and

- \$74,592.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new Tax Increment District (“TID 30” or the “TID”), effective January 1, 2025, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve Development Agreement 24-06 with Living Downtown LLC for the redevelopment of 425 Pine Street (Tax Parcel 11-139).

FISCAL IMPACT

The Developer has requested a TIF incentive that includes:

- PAYGo TIF Reimbursement - Eighty-five percent (85%) of the Available TID Increment to be provided to the Developer until all qualified expenditures have been repaid or until the TID expires or is earlier terminated.
- The City shall not be obligated to pay TIF Incentive in excess of the Tax Incentive Cap of \$4,102,000.

No levy dollars will be used for this project.

ATTACHMENTS

- I. DA 24-06 425 Pine 20241104



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 24-06
425 PINE STREET REDEVELOPMENT

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

RECITALS

- A. Developer has proposed to 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>
11-139	425 Pine Street	1.35	\$2,861,500.00

- B. The parcels listed above, along with any public property to be vacated, shall be referred to as the "Property." The Property comprises approximately one and thirty five hundredths (1.35) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which includes the rehabilitation of an existing office building into a mixed-use building with approximately fifty-five (55) market rate rental housing units on floors three (3) through seven (7). Existing commercial uses on floors one (1) and two (2) will be retained as commercial uses. The 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 two million eight hundred sixty one thousand and five hundred dollars (\$2,861,500.00) which based on the assessed tax rates in effect as of January 1, 2024, the Property yields approximately:
1. Twenty-four thousand seven hundred sixty dollars (\$55,341.00) in total gross real estate taxes annually (assessed mill rate of \$19.34); and
 2. Nine thousand nine hundred forty seven thousand dollars (\$22,234.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).
- E. Upon completion of Project, the City estimates the aggregate assessed property value of the Property to be at least nine million six hundred thousand dollars (\$9,600,000.00), which is anticipated to yield additional real estate taxes of approximately:
1. One hundred eighty five thousand six hundred and sixty four dollars (\$185,664.00) in total gross real estate taxes annually (assessed mill rate of \$19.34); and

2. Seventy-four thousand five hundred ninety two dollars (\$74,592.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new Rehabilitation or Conservation Tax Increment District (the “TID”) effective January 1, 2025, which includes the Property, and which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; the construction of public works infrastructure; and design and engineering costs for the Project, which will constitute qualified expenditures for which TIF assistance may be afforded to the Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that it will remediate environmental contamination and/or enhance the physical landscape, rehabilitate structures with high-performance designs, systems, and finishes, create a significantly higher per-acre property value than adjacent properties and the City average, generate property taxes greater than the cost of providing infrastructure and services, rehabilitate structures for individuals of all ages and abilities, is located in places easy to reach on foot, bicycle, or transit, expand non-motorized transportation networks, expand our range of commercial real estate products, create and/or enhance unique public spaces, amenities, and art, and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

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

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be two million eight hundred sixty one thousand and five hundred dollars (\$2,861,500.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means LIVING DOWNTOWN, 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

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

- T. “Tax Increment” means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year’s equalized value of all taxable property in the TID.
- U. “TID” means the future Tax Increment District to be created in 2025 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, 2025, with a life of 27 years, 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.”
- V. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- W. “TIF Incentive” means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.
- X. “Tax Incentive Cap” means as described and provided for in Section III.C.2 of this Agreement.

III. FINANCIAL ASSISTANCE

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. PAYGo Reimbursement. The City shall provide a TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) The Developer guarantees that the Property shall have a minimum aggregate assessed value equal to the Eight Million Dollars (\$8,000,000.00) on or before January 1, 2026.
 - b) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - c) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - d) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.

- e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2025, the TIF Increment would be determined as of January 1, 2026 and the PAYGo reimbursement would first be payable in 2027.
2. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
- a) Public Improvements, as defined in Section II.P., and environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
 - c) Any other activity specifically approved by the City or RDA.
3. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

- 1. Monetary Limitation. The TIF Incentive in any year shall not exceed Eighty-Five Percent (85%) of the Available Tax Increment for the Property.
- 2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of Four Million One Hundred Two Thousand Dollars (\$4,102,000.00).
- 3. The City shall not be obligated to pay TIF Incentives in excess of the total amount of Qualified Expenditures incurred and paid by Developer.
- 4. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
- 5. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, 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, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID. The City and RDA shall take no action to close, dissolve or terminate the TID, unless otherwise required

by law or by determination of the Wisconsin Department of Revenue, before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement.

- D. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.
- E. Parking. It is the parties understanding that the Developer shall require access to and use of dedicated parking spaces within the vicinity of the Property. Accordingly, following the execution of this Agreement, the City and Developer shall endeavor to secure and execute a parking lease for the Pine Street Ramp with the City of Green Bay Department of Public Works Parking Division. The Developer shall have the option to terminate this Agreement if the parking lease cannot be agreed to and executed on or before December 31, 2024.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to December 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. A preliminary rendering or other illustration of scale of proposed structures and buildings
- B. Construction Documents. Prior to April 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. 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 April 1, 2025, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than Ten Million Dollars (\$10,000,000) in “hard” construction costs for the entire Project; and
 2. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or

- c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
- 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
 - 1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 - 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 - 3. Developer shall have obtained the approval of the City to a traffic impact analysis regarding the Project.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than April 1, 2025, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than April 1, 2025, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

- H. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- I. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- J. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. Construction shall be completed and approvable applications for certification of occupancy shall be submitted no later than December 1, 2025. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- K. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- L. Copies of Documents. All documents from Developer to the City or RDA shall be submitted with one hard copy and one digital copy.
- M. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- N. Transfer or Sale of Project Property.
1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser,

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

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

P. Environmental.

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

hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

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

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

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

4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. Q. 1. to IV Q. 3. above.
6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

R. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not

eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
 - 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
 - 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
 - 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;

5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Withholding of TIF Payments. If an Event of Default occurs which remains uncured after any applicable cure period, the City may withhold TIF Funds and/or annual PAYGo Reimbursement payments until the Event of Default is cured and, upon such cure, the TIF Funds and/or PAYGo Reimbursement payments shall resume in full;
 2. Termination. Terminate this Agreement without further notice to Developer;
 3. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach, including withholding of PayGo payments to the Developer until temporary defaults are remedied to the satisfaction of the City.;
 4. Specific Performance. Sue for specific performance;
 5. Sue for Damages. Sue for all damages caused by the Event of Default;
 6. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 7. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 8. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of

or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:

1. All Qualified Expenditures have been repaid in full by Tax Increment;
2. The City closes and terminates the TID;
3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
4. This Agreement is terminated because of an Event of Default;
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. 3., III. B. 6., III. D., IV. E., IV. H., IV. J., IV. N. 2., IV. R., IV. S. 2., IV. U., 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. C., X. D., X. H., X. K., X. N., X. P., X. Q., 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. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- E. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to December 31, 2024 any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 2. Upon receipt if hand-delivered to the party or person intended; or
 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
 4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

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

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

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

To the Developer: Living Downtown, LLC
Attention: Tim J. Besaw
1150 Springhurst Drive
Green Bay, WI 54304
e-mail: tim@besawrealty.com

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

- K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- L. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- M. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- N. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- O. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- P. Priority Over Subsequent Liens. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. Developer's obligations stated herein shall be secured through maintained ownership of other property located within the future TID, currently known as Parcel 6H-1110-8, which may be modified through future development agreements. Owner warrants and represents that there will not be any mortgage or any other lien against Parcel 6H-1110-8 at the

time this Development Agreement is recorded other than mortgages for the purchase of Parcel 6H-1110-8 and to finance costs of constructing a future redevelopment of Parcel 6H-1110-8.

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

[Signature pages follow]

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

Print Name and Title

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2024, the above named _____, a member of Living Downtown, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

My Commission Expires _____

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
LIVING DOWNTOWN, 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
LIVING DOWNTOWN, LLC

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

EXHIBIT A

Property Map

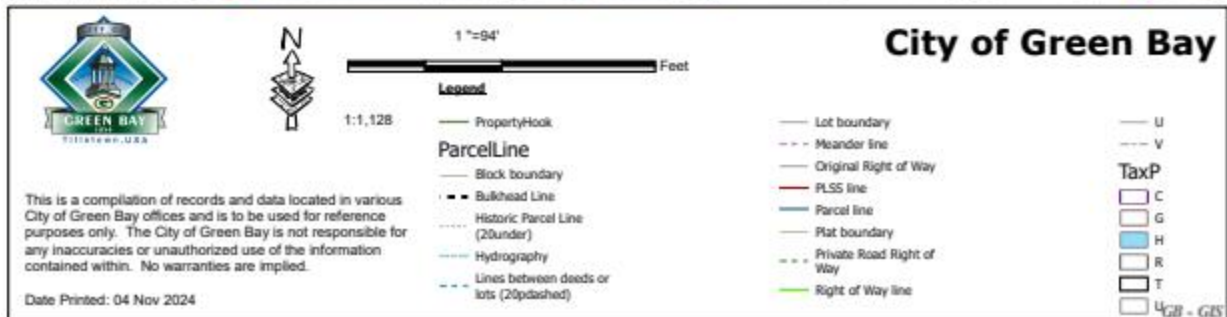
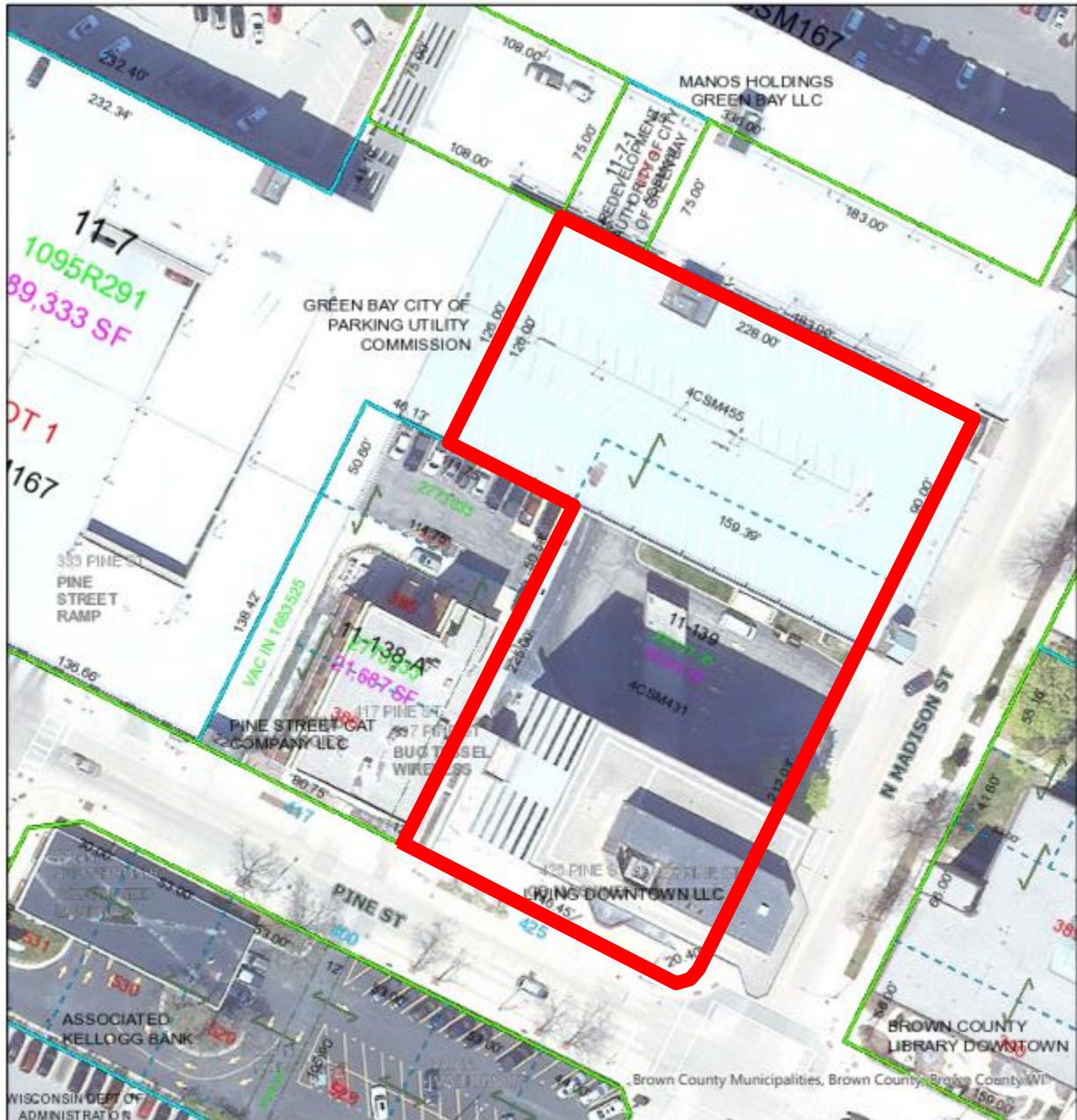
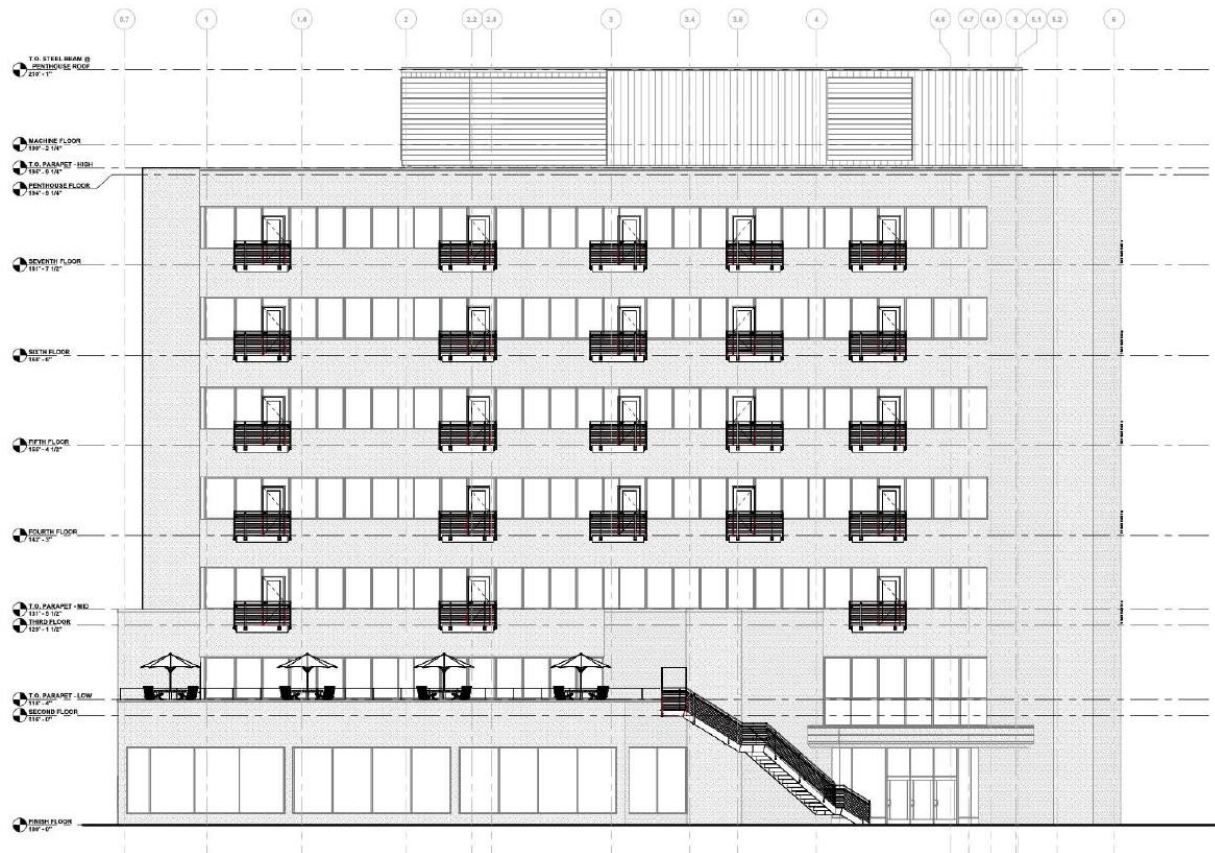


EXHIBIT B
Legal Description

Parcel 11-139

58,823 SQ FT ALL OF 4 CSM 431 MAP 1209 IN 777699 & ALL OF 4 CSM 455 MAP 1221 IN 779161
BNG PRT OF LOTS 140-144, 387 & 388 PLAT OF NAVARINO EX RD IN 1740152 & EX PCL 2 IN
2773033

EXHIBIT C Preliminary Concept Plan

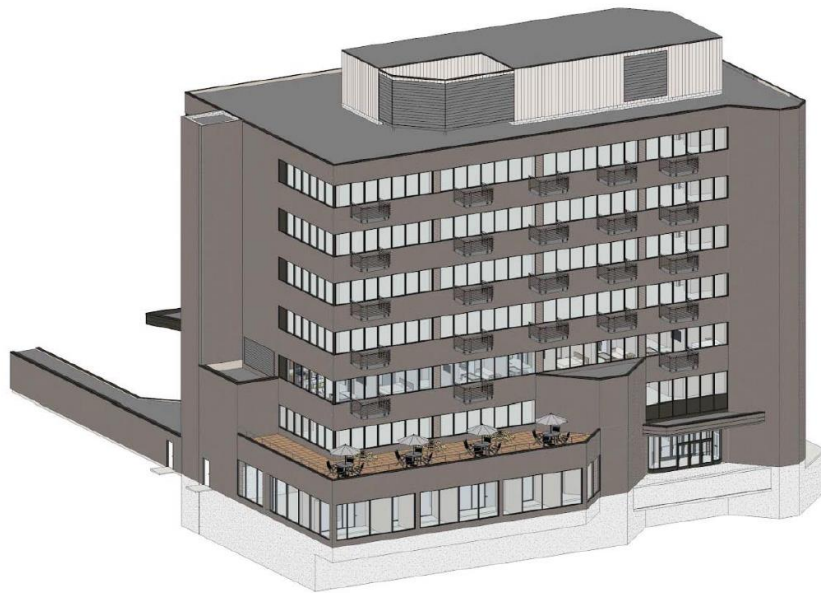


425 Pine St

US Bank Building:
Tax Assessment

Redevelopment:
Office Conversion to
Mixed Use
Multi-Family

55 Suites
Affordability Component
Quality Finishes



425 PINE STREET

GREEN BAY, WISCONSIN

Unit Mix & Building Program

Program

Floor 7	11 Apartment Units
Floor 6	11 Apartment Units
Floor 5	11 Apartment Units
Floor 4	11 Apartment Units
Floor 3	11 Apartment Units
Floor 2	Bank Offices & Patio
Floor 1	Bank Retail
Below Grade	Community Amenity Space



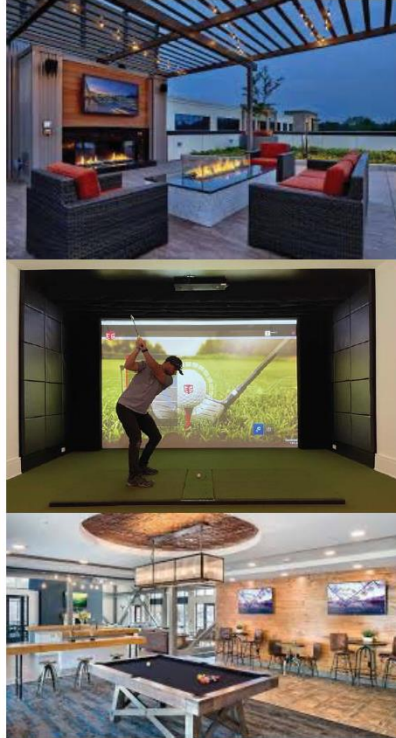
Proposed Finishes



Apartment Finishes:

- Balconies
- Solid surface countertops
- Black stainless appliances
- In-unit washer & dryer
- Soft close kitchen drawers
- Window Coverings
- Luxury Vinyl Plank Flooring in kitchen & living room
- Carpet in Bedrooms
- Vinyl in bathrooms
- ORI Pocket Office in select units

Proposed Property Amenities



The project is programmed to be a highly amenitized community, offering a variety of features to engage and enrich residents:

- Smart Apartment Technology
- Package Room
- Workout Room – Free Weights & Equipment
- Yoga Room
- Golf Simulator
- Community Room
- Covered Parking
- Bike Repair Station
- Electric Car Charging Station
- Concierge Platform
- High-Speed Internet
- Pet Washing Station
- Dog Run
- Business Center



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

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # O.I

To approve the request by Habitat for Humanity to dedicate public infrastructure improvements at the Habitat Homestead subdivision provided that all required documentation required under the Developer's Agreement is supplied to the Department of Public Works.

BACKGROUND

RECOMMENDATION

To accept dedication with the conditions specified.

FISCAL IMPACT

ATTACHMENTS

- I. Habitat Homestead Project Accounting for Green Bay

REQUEST AND CERTIFICATE FOR PAYMENT

PROJECT: Habitat Homestead

ENGINEER'S PROJECT # : D-5401

OWNER: Habitat for Humanity
1967 Allouez
Green Bay, WI 54311CONTRACTOR: Peters Concrete Company
1516 Atkinson Drive
Green Bay, WI 54303ENGINEER: Vierbicher
201 E. Main St, Suite 100
Reedsburg, WI 53959REQUEST DATE 10/14/2024

CHANGE ORDER SUMMARY		
Previously Approved Change Orders:		Additions/Deductions
1		
2		
Net Additions/Deductions:		\$0.00
Current Change Orders:		Additions/Deductions
1.1	Stormwater Pond-Clay Liner	\$16,550.00
1.2	Stormwater Pond-Excavation	\$9,220.00
2.1	Onsite Logging	\$7,000.00
2.2	Prime Contractor 10% Mark-up	\$700.00
Net Additions/Deductions:		\$33,470.00
Net Change by Change Orders:		\$33,470.00

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work completed under the contract referred to above have been applied to discharge in full, all obligations of CONTRACTOR incurred in connection with the work covered by prior applications for payment numbered 1 through 4 inclusive (none); and (2) title to all materials and equipment incorporated in said work or otherwise listed in or covered by this application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests, and encumbrances (except such as covered by Bond acceptable to OWNER).

Request is made for payment, as shown below, in connection with the contract. Continuation Sheet is attached.

The present status of the contract is as follows:

ORIGINAL CONTRACT SUM:.....	\$713,953.10
NET CHANGE BY CHANGE ORDERS:.....	\$33,470.00
CONTRACT SUM TO DATE:.....	\$747,423.10
TOTAL COMPLETED TO DATE:.....	\$712,274.75
RETAINAGE: (2.5% of work completed)	\$17,806.87
TOTAL EARNED LESS RETAINAGE:.....	\$694,467.88
LESS PREVIOUS CERTIFICATES FOR PAYMENT:.....	\$694,467.88
CURRENT PAYMENT DUE:.....	\$0.00

CONTINUATION SHEET

REQUEST AND CERTIFICATE FOR PAYMENT -CONTRACTOR'S SIGNED CERTIFICATE IS ATTACHED

PROJECT: Habitat Homestead

ENGINEER'S PROJECT # : D-5401

OWNER: Habitat for Humanity
1967 Allouez
Green Bay, WI 54311CONTRACTOR: Peters Concrete Company
1516 Atkinson Drive
Green Bay, WI 54303ENGINEER: Vierbicher
201 E. Main St, Suite 100
Reedsburg, WI 53959

0

0

REQUEST DATE

10/14/2024

Item No. (A)	Description of Work (B)	Unit of Measure	Scheduled Quantity (C)	Unit Price (D)	Item Total (C*D)	Work Completed				Total Completed To Date (E+F)		% Complete
						Previous Requests (E)		This Request (F)				
						Quantity	Amount	Quantity	Amount	Quantity	Amount	
REMOVALS												
1	Clear and Grub Trees and Stumps	LS	1	\$10,000.00	\$10,000.00	1	\$10,000.00		\$0.00	1	\$10,000.00	100.00%
2	Remove Asphaltic Pavement	SY	1409	\$4.17	\$5,875.53	1,409	\$5,875.53		\$0.00	1,409	\$5,875.53	100.00%
3	Sawcut and Remove Curb & Gutter	LF	382	\$2.90	\$1,107.80	382	\$1,107.80		\$0.00	382	\$1,107.80	100.00%
4	Removing Concrete Sidewalk & Driveway	SY	30	\$14.50	\$435.00	30	\$435.00		\$0.00	30	\$435.00	100.00%
SUBTOTAL - REMOVALS :					\$17,418.33		\$17,418.33		\$0.00		\$17,418.33	
EXCAVATION (UTILITY TRENCHES NOT INCLUDED)												
5	Excavation (Does not include utility trenches)	CY	4369	\$9.22	\$40,282.18	4369	\$40,282.18		\$0.00	4369	\$40,282.18	100.00%
6	Retaining Wall Excavation	LS	1	\$1,250.00	\$1,250.00	1	\$1,250.00		\$0.00	1	\$1,250.00	100.00%
7	Strip and Stockpile Topsoil	LS	1	\$8,100.00	\$8,100.00	1	\$8,100.00		\$0.00	1	\$8,100.00	100.00%
SUBTOTAL - EXCAVATION (UTILITY TRENCHES NOT INCLUDED) :					\$49,632.18		\$49,632.18		\$0.00		\$49,632.18	
FILL												
8	Fill	CY	276	\$0.01	\$2.76	0	\$0.00		\$0.00	0	\$0.00	0.00%
SUBTOTAL - FILL :					\$2.76		\$0.00		\$0.00		\$0.00	
EROSION CONTROL												
9	Silt Fence-Delivered, Installed & Maintained	LF	1623	\$2.00	\$3,246.00	1620	\$3,240.00		\$0.00	1620	\$3,240.00	99.82%
10	Erosion Mat Class I, Type A	SY	640	\$1.85	\$1,184.00	858	\$1,587.30		\$0.00	858	\$1,587.30	134.06%
11	Erosion Mat Class I, Type B	SY	1631	\$1.85	\$3,017.35	1631	\$3,017.35		\$0.00	1631	\$3,017.35	100.00%
12	Inlet Protection, TypeA- Install & Maintain	EACH	7	\$135.00	\$945.00	0	\$0.00		\$0.00	0	\$0.00	0.00%
13	Inlet Protection, Type C- Install & Maintain	EACH	8	\$64.00	\$512.00	8	\$512.00		\$0.00	8	\$512.00	100.00%
14	Tracking Pad	EACH	2	\$1,500.00	\$3,000.00	1	\$1,500.00		\$0.00	1	\$1,500.00	50.00%
15	Heavy Rip Rap	CY	2.2	\$150.00	\$330.00	2.2	\$330.00		\$0.00	2.2	\$330.00	100.00%
SUBTOTAL - EROSION CONTROL :					\$12,234.35		\$10,186.65		\$0.00		\$10,186.65	
MOBILIZATION												
16	Mobilization	EACH	1	\$20,465.00	\$20,465.00	1	\$20,465.00		\$0.00	1	\$20,465.00	100.00%
SUBTOTAL - MOBILIZATION :					\$20,465.00		\$20,465.00		\$0.00		\$20,465.00	
SEWER AND WATER REMOVALS												
17	Remove Sanitary Sewer 8"	LF	35	\$36.20	\$1,267.00	35	\$1,267.00		\$0.00	35	\$1,267.00	100.00%
18	Remove Storm Sewer 12"	LF	79	\$6.00	\$474.00	107	\$642.00		\$0.00	107	\$642.00	135.44%
19	Remove Storm Manhole	EACH	1	\$500.00	\$500.00	1	\$500.00		\$0.00	1	\$500.00	100.00%
20	Remove Water Main 6" (fitting removal incidental)	LF	180	\$34.10	\$6,138.00	180	\$6,138.00		\$0.00	180	\$6,138.00	100.00%
21	Remove Hydrant (Valve removal incidental)	EACH	2	\$700.00	\$1,400.00	2	\$1,400.00		\$0.00	2	\$1,400.00	100.00%
SUBTOTAL - SEWER AND WATER REMOVALS :					\$9,779.00		\$9,947.00		\$0.00		\$9,947.00	
STRUCTURES												
22	Retaining Wall	CY	66	\$1,030.00	\$67,980.00	66	\$67,980.00		\$0.00	66	\$67,980.00	100.00%
SUBTOTAL - STRUCTURES :					\$67,980.00		\$67,980.00		\$0.00		\$67,980.00	
SANITARY SEWER PIPES AND LATERALS (GRAVEL BACKFILL INCIDENTAL)												
23	Construct 8" Sanitary Sewer	LF	361	\$75.20	\$27,147.20	360	\$27,072.00		\$0.00	360	\$27,072.00	99.72%
24	Construct 4" Sanitary Lateral	LF	590	\$57.05	\$33,659.50	621	\$35,428.05		\$0.00	621	\$35,428.05	105.25%
SUBTOTAL - SANITARY SEWER PIPES AND LATERALS (GRAVEL BACKFILL INCIDENTAL) :					\$60,806.70		\$62,500.05		\$0.00		\$62,500.05	
STORM SEWER PIPES, LATERALS, AND CULVERT (GRAVEL BACKFILL AND WYES INCIDENTAL)												
25	Construct 12" PVC Storm Sewer	LF	894	\$69.25	\$61,909.50	875	\$60,593.75		\$0.00	875	\$60,593.75	97.87%
26	Construct 18" RCP Storm Sewer	LF	56	\$80.80	\$4,524.80	56	\$4,524.80		\$0.00	56	\$4,524.80	100.00%
27	Construct 21" RCP Storm Sewer	LF	79	\$110.45	\$8,725.55	107	\$11,818.15		\$0.00	107	\$11,818.15	135.44%
28	Construct 6" PVC Storm Lateral	LF	595	\$56.50	\$33,617.50	598	\$33,787.00	0	\$0.00	598	\$33,787.00	100.50%
29	18" Apron Endwall w/ Trash Grate	Each	1	\$2,500.00	\$2,500.00	1	\$2,500.00		\$0.00	1	\$2,500.00	100.00%
SUBTOTAL - STORM SEWER PIPES, LATERALS, AND CULVERT (GRAVEL BACKFILL AND WYES INCIDENTAL) :					\$111,277.35		\$113,223.70		\$0.00		\$113,223.70	

Item No. (A)	Description of Work (B)	Unit of Measure	Scheduled Quantity (C)	Unit Price (D)	Item Total (C*D)	Work Completed				Total Completed To Date (E+F)		% Complete
						Previous Requests (E)		This Request (F)		Quantity	Amount	
						Quantity	Amount	Quantity	Amount			
SEWER STRUCTURES												
30	Construct Type A 48" Diameter Sanitary Manhole	VF	23	\$575.00	\$13,225.00	23	\$13,225.00		\$0.00	23	\$13,225.00	100.00%
31	Construct 30" Catch Basin	VF	17	\$2,325.00	\$39,525.00	17	\$39,525.00		\$0.00	17	\$39,525.00	100.00%
32	Construct Type A 48" Diameter Storm Manhole	VF	38	\$705.25	\$26,799.50	38	\$26,799.50		\$0.00	38	\$26,799.50	100.00%
33	Construct Type B 60" Diameter Storm Manhole	VF	6	\$1,700.00	\$10,200.00	6	\$10,200.00		\$0.00	6	\$10,200.00	100.00%
34	Construct Special Inlet	EACH	3	\$3,500.00	\$10,500.00	3	\$10,500.00		\$0.00	3	\$10,500.00	100.00%
35	Construct Pond Outlet Structure	EACH	1	\$5,900.00	\$5,900.00	1	\$5,900.00		\$0.00	1	\$5,900.00	100.00%
36	Supply & Place Neenah R-1500 Sanitary Casting & Cover	EACH	3	\$500.00	\$1,500.00	3	\$1,500.00		\$0.00	3	\$1,500.00	100.00%
37	Supply & Place Neenah R-1500 Storm Casting & Cover	EACH	7	\$450.00	\$3,150.00	7	\$3,150.00		\$0.00	7	\$3,150.00	100.00%
38	Supply & Place R-3067 Storm Casting & Cover	EACH	4	\$675.00	\$2,700.00	4	\$2,700.00		\$0.00	4	\$2,700.00	100.00%
39	Supply & Place R-2560 Type E Beehive Casting and Cover	EACH	3	\$525.00	\$1,575.00	3	\$1,575.00		\$0.00	3	\$1,575.00	100.00%
SUBTOTAL - SEWER STRUCTURES :					\$115,074.50		\$115,074.50		\$0.00		\$115,074.50	
WATER MAIN PIPE, LATERALS, AND FITTINGS (GRAVEL BACKFILL INCIDENTAL)												
40	8" PVC Water Main w/Gravel Backfill	LF	471	\$98.00	\$46,158.00	479.5	\$46,991.00		\$0.00	479.5	\$46,991.00	101.80%
41	8" 90° Bend	EACH	2	\$800.00	\$1,600.00	2	\$1,600.00		\$0.00	2	\$1,600.00	100.00%
42	8" 45° Bend	EACH	6	\$1,175.00	\$7,050.00	9	\$10,575.00		\$0.00	9	\$10,575.00	150.00%
43	8" x 6" Anchor Tee, Includes 6" Valve	EACH	2	\$2,350.00	\$4,700.00	2	\$4,700.00		\$0.00	2	\$4,700.00	100.00%
44	1" Water Service	LF	601	\$53.50	\$32,153.50	606	\$32,421.00		\$0.00	606	\$32,421.00	100.83%
45	1" Curb Stop	LF	13	\$375.00	\$4,875.00	13	\$4,875.00		\$0.00	13	\$4,875.00	100.00%
SUBTOTAL - WATER MAIN PIPE, LATERALS, AND FITTINGS (GRAVEL BACKFILL INCIDENTAL) :					\$96,536.50		\$101,162.00		\$0.00		\$101,162.00	
WATER MAIN VALVES												
46	8" Gate Valve	EACH	2	\$2,800.00	\$5,600.00	2	\$5,600.00		\$0.00	2	\$5,600.00	100.00%
SUBTOTAL - WATER MAIN VALVES :					\$5,600.00		\$5,600.00		\$0.00		\$5,600.00	
FIRE HYDRANTS												
47	Fire Hydrant	EACH	2	\$5,700.00	\$11,400.00	2	\$11,400.00		\$0.00	2	\$11,400.00	100.00%
48	6" Fire Hydrant Branch	LF	13	\$135.75	\$1,764.75	12.5	\$1,696.88		\$0.00	12.5	\$1,696.88	96.15%
SUBTOTAL - FIRE HYDRANTS :					\$13,164.75		\$13,096.88		\$0.00		\$13,096.88	
AGGREGATES AND BASE												
49	CABC, 1 1/4"	CY	490	\$31.06	\$15,219.40	490	\$15,219.40		\$0.00	490	\$15,219.40	100.00%
50	Breaker Run	CY	313	\$29.81	\$9,330.53	313	\$9,330.53		\$0.00	313	\$9,330.53	100.00%
SUBTOTAL - AGGREGATES AND BASE :					\$24,549.93		\$24,549.93		\$0.00		\$24,549.93	
CURB AND GUTTER												
51	Curb & Gutter 24"	LF	993	\$23.00	\$22,839.00	993	\$22,839.00		\$0.00	993	\$22,839.00	100.00%
SUBTOTAL - CURB AND GUTTER :					\$22,839.00		\$22,839.00		\$0.00		\$22,839.00	
CONCRETE SIDEWALK AND DRIVEWAY												
52	Construct 4" Concrete Sidewalk	SY	100	\$72.00	\$7,200.00	111	\$7,992.00		\$0.00	111	\$7,992.00	111.00%
53	Construct 6" Concrete Sidewalk and Driveway	SY	199	\$83.25	\$16,566.75	32	\$2,664.00		\$0.00	32	\$2,664.00	16.08%
SUBTOTAL - CONCRETE SIDEWALK AND DRIVEWAY :					\$23,766.75		\$10,656.00		\$0.00		\$10,656.00	
ASPHALTIC PAVEMENT												
54	HMA Pavement Type 3 LT 58-28 S	SY	1960	\$11.20	\$21,952.00	2292	\$25,670.40		\$0.00	2292	\$25,670.40	116.94%
55	HMA Pavement Type 4 LT 58-28 S	SY	1960	\$8.90	\$17,444.00	0	\$0.00		\$0.00	0	\$0.00	0.00%
56	Tack Coat	GAL	98	\$3.50	\$343.00	75	\$262.50		\$0.00	75	\$262.50	76.53%
SUBTOTAL - ASPHALTIC PAVEMENT :					\$39,739.00		\$25,932.90		\$0.00		\$25,932.90	
SAWING PAVEMENT												
57	Sawing Pavement Full Depth	LF	75	\$3.00	\$225.00	75	\$225.00		\$0.00	75	\$225.00	100.00%
SUBTOTAL - SAWING PAVEMENT :					\$225.00		\$225.00		\$0.00		\$225.00	
FURNISHING AND PLANTING PLANT MATERIALS												
58	Spread 4" Min Topsoil and Seed Disturbed Areas	ACRES	1.2	\$19,050.00	\$22,860.00	1.29	\$24,574.50		\$0.00	1.29	\$24,574.50	107.50%
SUBTOTAL - FURNISHING AND PLANTING PLANT MATERIALS :					\$22,860.00		\$24,574.50		\$0.00		\$24,574.50	
BONDING												
59	Performance Bond	EACH	1	\$1.00	\$1.00	1	\$1.00		\$0.00	1	\$1.00	100.00%
60	Payment Bond	EACH	1	\$1.00	\$1.00	1	\$1.00		\$0.00	1	\$1.00	100.00%
SUBTOTAL - BONDING :					\$2.00		\$2.00		\$0.00		\$2.00	
Habitat for Humanity - Habitat Homestead TOTAL:					\$713,953.10		\$695,065.62		\$0.00		\$695,065.62	
Change Orders/Additions												
Change Order 1												
1.1	Stormwater Pond-Clay Liner	CY	1000	\$16.55	\$16,550.00	369	\$6,106.95	0	\$0.00	369	\$6,106.95	36.90%

Item No. (A)	Description of Work (B)	Unit of Measure	Scheduled Quantity (C)	Unit Price (D)	Item Total (C*D)	Work Completed				Total Completed To Date (E+F)		% Complete
						Previous Requests (E)		This Request (F)				
						Quantity	Amount	Quantity	Amount	Quantity	Amount	
1.2	Stormwater Pond-Excavation	CY	1000	\$9.22	\$9,220.00	369	\$3,402.18	0	\$0.00	369	\$3,402.18	36.90%
Subtotal - Change Orders/Additions 1:					\$25,770.00		\$9,509.13		\$0.00		\$9,509.13	
Change Order 2												
2.1	Onsite Logging	LS	1	\$7,000.00	\$7,000.00	1	\$7,000.00	0	\$0.00	1	\$7,000.00	100.00%
2.2	Prime Contractor 10% Mark-up	LS	1	\$700.00	\$700.00	1	\$700.00	0	\$0.00	1	\$700.00	100.00%
Subtotal - Change Orders/Additions 2:					\$7,700.00		\$7,700.00		\$0.00		\$7,700.00	
Habitat for Humanity - Habitat Homestead + Change Order Total:					\$747,423.10		\$712,274.75		\$0.00		\$712,274.75	



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

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # O.2

To approve the request by Department of Public Works Operations Division to replace one (1) rear loading refuse compactor body due to the unexpected retirement of two (2) rear loader trucks.

BACKGROUND

Department of Public Works utilizes rear compacting refuse trucks for seasonal curbside yard and garden waste collection, year-round brush collection, lot cleanups, bulk waste collection, and City trash can collection. Two (2) DPW rear loading garbage trucks (unit 35 and unit 5) have reached their maximum service life and require excessive repairs to make them functional again. A replacement for these rear loading trucks is needed to maintain the core DPW services noted above. As a cost savings measure, DPW proposes to purchase a new rear compacting garbage body and install it on a recently retired DPW side-loading truck chassis. Fleet Manager Nathan Wachtendonk secured a quote for a new rear loader body through the HGAC by purchasing consortium at a price below the expected market price. Cost of the purchase is proposed to be covered outside the DPW Capital Equipment Replacement (427503) fund. Adequate funding is currently available in that account for this purchase.

RECOMMENDATION

Authorize Department of Public Works to purchase a 25 cubic yard capacity rear loading refuse body at a cost of \$96,460 which includes, delivery, installation on an existing truck chassis, warranty, and operator training.

FISCAL IMPACT

ATTACHMENTS

1. HGAC I1276-RNOW-Green Bay Quote Installed
2. Rear loader refuse compactor body req.



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract
No.:

RH08-20

Date
Prepared:

10/2/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Green Bay	Contractor:	Loadmaster
Contact Person:	Nathan Wachtendonk	Prepared By:	Ethan Brisson
Phone:	920-492-3751	Phone:	906-563-9226
Fax:		Fax:	
Email:	Nathan.Wachtendonk@greenbaywi.gov	Email:	ewbrisson@loadmaster.org

Product Code:	RH0820B97	Description:	Loadmaster: Excel S, High Compaction Rear Loader, 25-Yd
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 82900

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6 - 2-10 Yd Reeving Winch System	4180		
6 - 1/4" Gr 50 Body Floor 25 Yd	230		
6 - 3/16" T-1/TP100/XF-T/G Hopper Floor Liner	590		
6 - LED Strobe System (2) 4" Front of Body	170		
6 - Uni Latch Coupler	690		
6 - Dual Clean Out Doors*	650		
6 - 3/16" TP100 Tailgate Side Liner	470		
6 - LED Strobe System (4) 4" Dia T/G (2) High (2) Low	300		
6- LED Strobe System (2) 4" Dia Front of Body Upper Corners	330		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	7610

C. Unpublished Options - Itemize below - Attach additional sheet if necessary

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6 - Installation Included on customer supplied used truck	Included		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	90510	=	Subtotal D:	90510
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Material Cost Surcharge	5200		
Delivery	750		
PDI performed by R.N.O.W., Inc. (Servicing Dealer)			
		Subtotal E:	5950

Delivery Date: **F. Total Purchase Price (D+E):** 96460

Request Request

To: Improvements and Services Committee

From: Nathan Wachtendonk
Fleet Manager

Date: October 8, 2024

Re: Rear Loading Refuse Compactor Body



Item: Loadmaster Excel 25-YD rear loading compactor refuse body

Cost: \$96,460

Vendor: Loadmaster

Account# 427503-55501

Delivery: Selling vendor, RNOW, will pick up and deliver City owned chassis

Background:

The Department of Public Works utilizes rear compacting refuse trucks for brush pickup, vacant lot cleanups, bulk overflow collection, and collecting refuse in the downtown area. Truck 35, a 1999 rear compactor and truck 5, a 1998 rear compactor have reached their maximum service life, therefore a replacement is needed to maintain core City services. As a cost savings measure, a new rear compacting body will be installed on a City owned retired front line automated refuse truck chassis.

Recommendation:

Purchase a 2025 Loadmaster Excel S 25-yd capacity rear loading compacting refuse body to be mounted on City owned chassis for **\$96,460** which includes, delivery, installation, warranty, operator training.



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

MEETING DATE

November 12, 2024

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

To approve the request by Department of Public Works to enter into a Memorandum of Understanding with the Urban Sustainability Directors Network (USDN) to accept the \$19,450 Emergent Learning Fund (ELF) grant to implement the Bridging the Heat Pump Cost Gap for Midwest Electrification project and to enter into the necessary agreements with project partners.

BACKGROUND

USDN has selected the City of Green Bay for a \$19,500 grant through their Emergent Learning Fund.

- Grant funds will be used to leverage new partnerships and provide information in regard to the cost comparison between heat pumps and natural gas furnaces, and other aspects of Energize Green Bay, the City's electrification campaign.
- The timeframe for grant activity is from the date of acceptance through mid-April 2025.
- The grant does not require a local match.
- The grant involves financial agreements with The Einstein Project, We All Rise, the Oneida Nation, Aaron Renier, and NeighborWorks.
- City staff from the Public Works Department will be responsible for grant administration and reporting.

RECOMMENDATION

To approve acceptance of the \$19,500 grant from USDN and authorization for the Director of Public Works to enter into necessary agreements with partners.

FISCAL IMPACT

N/A

ATTACHMENTS

- I. EF4I_USDN MOU_Green Bay WI_10.17.24

Memorandum of Understanding for Bridging the Heat Pump Cost Gap for Midwest Electrification

This is a Memorandum of Understanding (“MOU”), dated October 30, 2024 (“Effective Date”), between the City of Green Bay (“Lead Community”), and the Urban Sustainability Directors Network (“USDN”), an Illinois nonprofit corporation, to implement the **Bridging the Heat Pump Cost Gap for Midwest Electrification** project (“Project”).

Together, USDN and the Lead Community enter this MOU, which describes partnership roles.

1. Purpose and Scope

This work will focus on reframing the argument for the installation of heat pumps in the Upper Midwest, where they are more expensive to operate than natural gas furnaces. The work is described in greater detail in the Final Project Proposal, Appendix 1.

2. Project Term

USDN and the Lead Community agree to a Project Term of 6-months from award notification (October 30, 2024 – April 30, 2025). If more time is required, the Lead Community indicates this to fund management as soon as that is known, so an extension can be documented. Please reference the [USDN Award Guidelines and Policies](#) for more information about this process.

3. Responsibilities

a. USDN. USDN, as a project investor, is responsible for:

- i. **Funding.** USDN provides funding for the project in an amount not to exceed \$19,450 USD. Payment(s) are made according to the Payment Schedule described in Table 1.
- ii. **Technical Assistance.** USDN contracts with [Sutherland & Associates](#) to manage its competitive member funds. Fund management assists with any decision-making that impacts this MOU or any associated agreements/ payments. They receive, confirm, and process all deliverables, quarterly reports, and invoices. They monitor progress and capture the impacts of the investment.
- iii. **Payment Processing.** USDN processes Lead Community approved invoices upon receipt via the Lead Community, within 30 days.
 - Invoices are submitted by any party receiving payment, including local governments. Invoices paid by USDN to any party follow the payment schedule outlined in Table 1 of this agreement, which are also reflected in any associated independent contractor agreement(s). All invoices are addressed to:
Urban Sustainability Directors Network (USDN)
Reference: EF41 – Green Bay, WI
Attn: Jamal Brown
USDN Director of Finance, People, and Culture

500 Westover Drive #14973

Sanford, NC 27330

- Project funds are expended per the proposed budget, in accordance with the terms in this MOU and to fulfill the scope of the final and awarded proposal.
- To keep the Lead Community as the visible lead of the work, invoices are approved by the Lead Community and then submitted to USDN fund management for review against the project budget. USDN fund management initiate processing of approved invoices with USDN.¹

b. Lead Community. The City of Green Bay, as the Lead Community, is responsible for:

- i. **Project Management and Coordination.** Providing the project management and coordination necessary to complete the project.
- ii. **Quarterly Updates.** Submitting a 1-2 paragraph update describing progress on outputs, timeline, budget, and metrics is due at the end of each quarter, until project completion.
- iii. **Final Products and Reporting.** By April 30, 2025, submitting:
 - **Project Products / Outputs.** All substantial products and outputs produced as high-quality deliverables, for posting to the USDN website.
 - **Final Project Report.** A final project report, form [here](#)
 - **High Resolution Photos.** High resolution .jpg photographs of project work, to potentially be used in USDN communications.
 - **Project Budget and Expenditures.** A detailed record of project expenditures, including a comparison of original budget to award expenditures. Please use the Budget Template [here](#) or simply modify and return your proposal budget to show proposed to actuals.
- iv. **USDN Presentation.** At project completion, awardees are asked to present project outcomes during a USDN virtual or in person meeting, if requested.²
- v. **1-Year Impact Report.** Submitting a 1-page report 1 year after the project term, noting any additional impacts that have developed since the project ended.

4. Project Participants and Primary Contacts

a. Lead Community and Primary Contact:

- i. **Lead Community:** City of Green Bay
- ii. **Project Lead:** Alex Galt, Clean Energy Connector; 100 N. Jefferson, Green Bay, WI 54301; alex.galt@greenbaywi.gov; (920) 660-8655.

b. Project Participants.

- i. **External Primary Partners:**

¹ To prevent any payment delays, the Lead Community lets Fund Management staff know of any schedule or staffing changes with as much advance notice as possible so that schedules can be adjusted.

² This request is subject to USDN's communications schedule and is not guaranteed to be made.

Einstein Project | Dennis Rockhill (Makerspace Manager): Will facilitate the design and construction of table-top models and the incorporation of clean energy in pedagogy.

Aaron Renier | artist and illustrator: Renier is an acclaimed artist and illustrator who has published multiple children’s books and serves on the faculty of the School of the Art Institute of Chicago.

We All Rise | Charles Caston (Community Partner Navigator): Will coordinate We All Rises’ outreach efforts.

Oneida Nation | Mike Troge (Environmental Project Manager): Will coordinate Oneida Nation’s outreach efforts.

NeighborWorks Green Bay | Noel Halvorsen (President): Will coordinate mailings and other outreach efforts.

5. Third Party Partners (Remove this section if the team will not have a contractor paid directly by USDN)

The independent subcontractor **contractor name** provides the project deliverables assigned to them in Table 1. \$ **USD** of the project funds are paid from USDN to **contractor name** directly. A sub-agreement detailing this arrangement is executed between USDN and the subcontractor.

6. Project Scope: Deliverables, Timeline, Reporting and Payment Schedule

Project activities, deliverables, and due dates are scheduled below in Table 1.³

Table 1. Schedule of Project Deliverables and Payments

Please review all deliverables, due dates, and payments in Table 1 and make any adjustments needed. Then, please remove this highlighted text and highlights from any other area in this doc to finalize. USDN prefers a single upfront payment to the lead community but will pay 50% upfront and 50% at completion if funds flow to a contractor – according to the Lead’s comfort level!

#	Activity	Deliverables	Due Date	Payment / Recipient
		Agreements: Signed MOU and other project agreements	Not later than 30 days after MOU is delivered	Payment upon fully executed MOU and associated invoice: \$19,450 to the City of Green Bay
	Progress Update 1	250-word update	PR1: November 13, 2024	
1	Activity 1. Work with We All Rise to conduct outreach within the African American Community	Deliverable 1: Outreach plan	December 15, 2024	
	Progress Update 2	250-word update	PR2: January 22, 2025	

³ Please add these dates to calendars(s) and proactively notify Fund Management staff if it is anticipated that any deliverable due dates will shift after this award agreement is executed. Schedules will be adjusted accordingly. Table 1 becomes the project’s Deliverables Report. Each time a deliverable is received, it is returned to the Lead Community from Fund Management with notes/links as a receipt. This method keeps each party clear and aligned on the status of the work.

2	Activity 2. Work with illustrator Aaron Renier on drawings for use in visual storytelling	Deliverable 2: Copies of drawings	February 15, 2025	
	Progress Update 3	250-word update	PR3: March 19, 2025	
3	Activity 3. Work with Einstein Project to design and construct two tabletop display pieces for use in public engagement events.	Deliverable 3a: Photo Deliverable 3b: Photo	April 10, 2025	
4	Activity 4. Work with Einstein Project to create experiential learning projects about clean energy.	Deliverable 4: Photograph of project	April 10, 2025	
5	Activity 5. Plan and execute eight neighborhood energy info sessions.	Deliverable 5: Documents, photos	April 10, 2025	
6	Activity 6. Design, build, and site 15 static information centers	Deliverable 6: Documentation	April 10, 2025	
7	Work with Oneida Nation to do clean energy outreach.	Deliverable 7: Outreach plan	April 10, 2025	
8	Work with partners to create a semi-annual sustainability summit for small business	Deliverable 8: event documentation	April 10, 2025	
9	Create a semi-annual series of sustainability initiative sharing sessions	Deliverable 9: Agenda of first session	April 10, 2025	
10	Work with NeighborWorks on Mailings	Deliverable 10: Copies, metrics	April 10, 2025	
	Final Project Report, Photos, and Budget Reconciliation	Final project report describing lessons / impacts, high resolution photos (.jpg format) and the final reconciled budget	Date: April 30, 2025	
	USDN Presentation	Possible scheduling of a presentation to the network: dependent on the outcomes, audience, and USDN network communications schedule		

7. Lobbying. USDN project funds cannot be used for lobbying.

Urban Sustainability Directors Network

Signature: _____

Name: Jamal Brown

Title: USDN Director of Finance, People, and Culture

Date: _____

Acceptance of Memorandum of Understanding

(Please complete all blanks on this page)

The City of Green Bay accepts the terms of this MOU.

Name: _____

Title: _____

Signature: _____

Instructions for Check Issuance: Invoices will be submitted for each payment by the organization receiving funds with a completed [ACH Authorization Form](#) and [W-9 Form](#)

City/County Tax ID Number: _____

Project Lead Contact Information:

Name: _____

Address: _____

Phone: _____

Email: _____

Project Manager Contact Information *(Please delete if not applicable):*

Name: _____

Address: _____

Phone: _____

Email: _____

Appendix 1 Full Project Proposal

- 1. Project title.** Bridging the Heat Pump Cost Gap for Midwest Electrification
- 2. Project description.** The project will focus on reframing the argument for the installation of heat pumps in the Upper Midwest, where they are more expensive to operate than natural gas furnaces.
- 3. Amount requested.** \$19,450 (USD)
- 4. Memorandum of Understanding (MOU) Acknowledgment.** Acknowledged
- 5. Project timeline.** 6 months
- 6. Primary project focus.** Capacity and partnership building to address the heat pump question and to advance Green Bay's electrification campaign.
- 7. Primary short-term output:** (2) clear next steps around specific climate initiatives.
- 8. Primary long-term outcome.** (1) local climate work is advanced through member-to member or member-to-community work.
- 9. Direct outputs from this work.** The purpose of Energize Green Bay, or eGB, (the website for the campaign, energize.greenbaywi.gov, will launch in the first half of October '24) is to connect city residents, small businesses, and nonprofits to clean energy and energy efficiency incentives; primarily, but not exclusively, the Inflation Reduction Act's HOMES and HEAR rebate programs. This was a key recommendation of the City's Clean Energy Plan (available at <https://tinyurl.com/3ajwy333>), which was passed in December 2023. Using an Energy Efficiency Community Block Grant (EECBG), a "Clean Energy Connector" was hired in June 2024 to create an outreach plan (Appendix A) and to implement it. While the work of the current proposal would be inextricably linked to the campaign, there would be a focus on visual communication and the question of how to address the fact that heat pumps are much more expensive to operate than natural gas furnaces in our region.

The direct outputs would include: 1.) Visual assets from a highly accomplished, local artist, 2.) art-driven public engagement, 3.) tabletop models and storytelling devices for use at public events and meetings, 4.) financial support for eight neighborhood level information sessions, 5.) electronic and postal mailings to 4,000 recent clients of an organization that supports low-income home ownership, 6.) partnership with We All Rise to conduct outreach in the African American community, 7.) partnership with the Oneida Nation to conduct outreach, 9.) seed money to help further the creation of the First Annual Green Bay Sustainability and Small Business Summit in partnership with Wisconsin Sustainable Business Council, 10.) Clean energy take-away projects for kids at parks, 11.) semi-annual sustainability initiative sharing sessions, 12.) static information centers, and 13.) campaign capacity building.
- 10. Measuring success.** Collecting data—both quantitative and qualitative—is the key to measuring outcomes and iteration, which should be a goal of any ongoing campaign. Ultimately, the number that

Commented [MS1]: I would focus on the things we can measure. # of people at an outreach event; # of new partnerships created;

matters most is reduction in carbon emissions, which is difficult to track directly. But we can catch a glimpse by looking at other metrics. Already, we are tracking the number of people we reach, the effectiveness of different media and methods, the number of people we directly aide through our ‘help desk’ services, the number of solar permits issues, number of heat pumps installed, and more. Soliciting direct, qualitative feedback through web forms is also core to our process. Entering into a formal agreement with CBOs will allow us to extend this tracking into outreach activity done in partnership with our campaign. While the specific metrics collected and reported will depend on the nature of the outreach activities performed, their collection will exist as an expectation from the outset.

11. Lead USDN member. City of Green Bay, Staff: Alex Galt, Clean Energy Connector; 100 N. Jefferson, Green Bay, WI 54301; alex.galt@greenbaywi.gov; (920) 660-8655.

12. Other participants.

- Einstein Project | Dennis Rockhill (Makerspace Manager): Will facilitate the design and construction of table-top models and the incorporation of clean energy in pedagogy.
- Aaron Renier | artist and illustrator: Renier is an acclaimed artist and illustrator who has published multiple children’s books and serves on the faculty of the School of the Art Institute of Chicago.
- We All Rise | Charles Caston (Community Partner Navigator): Will coordinate We All Rises’ outreach efforts.
- Oneida Nation | Mike Troge (Environmental Project Manager): Will coordinate Oneida Nation’s outreach efforts.
- NeighborWorks Green Bay | Noel Halvorsen (President): Will coordinate mailings and other outreach efforts.

13. Root cause design. For the City of Green Bay to meet its goal of 100% clean energy by 2050, it will be necessary, among other things, to fully electrify tens of thousands of homes. This is a particular challenge in cold climates like Green Bay, Wisconsin’s, where heating is necessary for basic survival and not just comfort. For generations, natural gas has been the cheapest way to heat our homes. Asking people to convert from natural gas to vastly more efficient heat pumps is asking people to pay more on their monthly electric utility bills. This is in contrast to places where heat pumps are more cost effective, like New England where heating oil is the predominant fuel, or in parts of the US that use electric resistance heating. According to U.S. Census Bureau data (2023), 73% of homes in Green Bay are heated with natural gas. It is what people know, including HVAC contractors. So, when it comes to the electrification of Green Bay, this is a root problem. Nationally, many people are making arguments for heat pumps on the basis of cost savings. Here, that would be counterproductive and potentially demoralizing. The heating cost indicator at [Efficiency Maine](#) indicates that a family that is accustomed to paying \$643 to heat with natural gas annually, would pay \$1,748 with an equivalent ducted heat pump system. We have raised this problem with partners and counterparts who are working nationally only to be politely waved off. It is an inconvenient truth that we need to find our way around. Our central proposition is that by a.) working with local, visual storytellers and CBOs to b.) make an argument about public health and the environment while c.) framing the cost in terms of real or potential health expenditures, environmental degradation,

and cost savings from the IRA and other incentives, we can bridge that \$1,000 chasm. Short of a carbon tax, the relative inexpensiveness of natural gas as a heating fuel is unlikely to change. We need to change the framing of that cost difference, reveal the hidden externalities, and paint a new picture.

14. Influencing change. One of the most important principles of our Clean Energy Outreach Plan is to meet people where they are. This can be interpreted in multiple ways. First, when it comes to climate change, the questions of how to respond, whether it is the result of human activity or natural cycles, and even whether it exists, are far from fully answered in the City of Green Bay. The issue has become politicized. For this reason, the campaign addresses the issue somewhat obliquely by talking most loudly about clean energy, clean air, public health, and energy efficiency. Rather than being drawn into unconstructive political digressions, we will focus on core Wisconsin values like family life and the conservation and enjoyment of nature. The goals of the campaign are fully aligned, no argument can be made for heat pumps without appealing to these.

Second, in a diverse community like Green Bay, people access information in different ways, in different languages, and prefer different messengers. There can be no single pathway to “the information.” This was pointed out by Tara Yang, a member of the City’s Equal Rights Commission, who commented that, for elders in the Hmong community, a visual approach to presenting information would be the most effective form of communication due to widespread illiteracy. It would be impossible for any single person to map all of these pathways, insights like Yang’s only arise from having conversations with many people in the greater community. This is why identifying and collaborating with an array of partners is a strategic necessity. We do not know what we do not know; but others do. The current proposal, which represents a subset of the electrification campaign, is a recognition that bringing others to the table (or better, going to theirs), and giving them agency is the best way to meet people where they are. Whether our partners are performing outreach within the communities they have convened or represent, translating it into visual media that bypass the written word, or connecting dots that we cannot, the change that is required only happens when groups of people come into alignment. Creating spaces where that can happen is the reason for the current proposal’s semi-annual summits.

Third, “meeting people where they are,” also has a very literal meaning. The current proposal supports putting the information in the path of people in a physical sense in four ways:

1. **Neighborhood Energy Information Sessions:** The City of Green Bay drew boundaries for and encouraged the creation of neighborhood associations. There are 42 of these, of which 35 are currently active. The campaign has grouped these into eight clusters and proposes to hold energy events within each. These events would consist of a presentation made by Alex Galt, the Clean Energy Connector, as well as CBOs engaged in work related to climate change mitigation and sustainability. A particular effort will be made to showcase individuals and organizations that are involved in each neighborhood or community.
2. **Static information centers:** “Information centers” will be constructed and to convey information about electrification and incentives—particularly the IRA’s HOMES and HEAR rebates. The information presented will be in multiple languages and highly visual. Sites would include public governmental buildings owned by the City and Brown County (especially public libraries), as well as well-trafficked public businesses.

3. Participation in neighborhood events: energize Green Bay will be present at neighborhood and community events to engage directly with residents.
4. Empowering CBOs with an educational focus to incorporate information about clean energy and climate into their curricula and project-based learning.

15. Focus on partnership.

We anticipate that further opportunities for collaboration will arise over the timespan of the current proposal. These will come naturally from engagement that we are planning--the proposed Green Bay Sustainability and Small Business Summit, for example--from feedback we will elicit from participants, and from other sources. The budget allows for unanticipated opportunities. Our ethic will be that trust is reciprocal, that you get trust by extending trust, that it begins with respect. Too often, partnerships are formed to check a box or for the sake of visuals. If the campaign is not changed by the act of partnership, then there was nothing authentic about it. It certainly was not founded upon respect. Each of the partners that we have selected for the current proposal bring deep expertise and capacity. We All Rise is a very successful African American resource center that has worked with the City of Green Bay on a variety of community projects. NeighborWorks has helped 1,000s to buy their first homes, as well as on projects to meet the demand for affordable housing. They administer multiple programs for the City of Green Bay, including the Neighborhood Associations and the City's Home Improvement Loan Program. The Oneida Nation, a sovereign First Nations community that shares jurisdictional bounds and clean energy goals with Green Bay is a strong partner. The Oneida Reservation is partially within the boundaries of the City of Green Bay and therefore is within the scope of the EECBG. The Einstein Project advances STEM curriculum and "design thinking." Their maker space director, Dennis Rockhill, is a published children's book author who marries creativity with technology. Aaron Renier is an accomplished artist who is a creative and engaging visual storyteller. Our campaign will be immeasurably enriched, improved, and amplified by working with these amazing organizations and individuals.

When it comes to "leading from behind, with kindness and humility," the success of the campaign is far more important than the campaign itself, climate change mitigation is arguably the most important work there is. As a sparsely funded initiative of a city government, we have far more 'social capital' in the bank than actual capital. Our role is, in part, to organize and inspire. Allowing others to fully run with their passions, own their own work, take credit for their successes, etc. while giving them the public recognition they deserve is a better way to achieve our goals than any top down, resource intensive, mechanistic approach could be.

16. Multi-pronged approach. The campaign, which is a project funded by an EECBG grant, has clear goals: reduction of carbon emissions in service to our Clean Energy Plan's goal of carbon neutrality by 2050. However, as the campaign has progressed, secondary goals are coming into focus. The Clean Energy Plan does not fully articulate a pathway all the way to the target year, 2050. The gap between 2030 and 2050 is going to require a collaboration of work by many stakeholders and CBOs. An important secondary goal of the campaign is activating these partnerships and developing reciprocal relationships based on trust. This will go a long way towards creating the social resilience required to address the challenges as they come.

17. Project plan.

#	Activity	% of Budget	Deliverable	Lead	Due Date
1	Work with Einstein Project to design and construct two tabletop display pieces for use in public engagement events.	1.5	Deliverable 1a: Photo Deliverable 1b: Photo	Einstein Project	April 10, 2025
2	Work with Einstein Project to create experiential learning projects about clean energy.	1	Deliverable 2: Photograph of project	Einstein Project	April 10, 2025
3.	Work with We All Rise to conduct outreach within the African American Community	26	Deliverable 3: Outreach plan	We All Rise	December 15, 2024
4.	Plan and execute eight neighborhood energy info sessions.	10	Deliverable 4: Documents, photos	eGB	April 10, 2025
5.	Design, build, and site 15 static information centers	10	Deliverable 5: Documentation	eGB	April 10, 2025
6.	Work with illustrator Aaron Renier on drawings for use in visual storytelling	10	Deliverable 6: Copies of drawings	eGB	February 15, 2025
7	Work with Oneida Nation to do clean energy outreach.	5	Deliverable 7: Outreach plan	Oneida Nation	April 10, 2025
8.	Work with partners to create a semi-annual sustainability summit for small business	5	Deliverable 8: event documentation	eGB	April 10, 2025
9	Create a semi-annual series of sustainability initiative sharing sessions	1.25	Deliverable 9: Agenda of first session	eGB	April 10, 2025
10	Work with NeighborWorks on Mailings	11	Deliverable 10: Copies, metrics	NeighborWorks	April 10, 2025

Budget.

Itemized Cost List Each Cost Against the Requested Amount Below	Requested Amount	Other Funding Sources *	TOTAL in USD	Notes
NeighborWorks Electronic Mail and Social Media Distribution	\$300.00		\$300.00	This would cover the cost of staff time used in the writing, design, and preparation of a high quality email and social media blast that would reach 1,000s of LMI households.
Neighborworks Postal Mail Distribution (Postage, Printing, and Processing)	\$1,800.00		\$1,800.00	This would cover the cost of a high quality information piece that would be sent to the 800 households that Neighborworks has helped put into homes over the past three years.
We All Rise African American Resource Center, Outreach	\$5,000.00		\$5,000.00	We All Rise works with 1,000s of homeowners and renters, predominantly in the African American community. The budgeted amount will cover the creation of a We All Rise-specific outreach plan, materials, multiple events, and community specific outreach.

Einstein Project (Tabletop Models & Experiential Project)	\$500.00		\$500.00	The projects done in collaboration with the Einstein Project are closely aligned with their mission. The full cost of producing these--which would include several weeks of staff time--would be outside the scope for this grant. The \$500 is basically the purchase price for the finished projects.
Aaron Renier illustration services	\$2,000.00		\$2,000.00	Services include line drawings for website and other process-oriented media and brief graphic novel.
Oneida Nation, Outreach	\$1,000.00		\$1,000.00	The Oneida Nation is a partner in the EECBG that funds the eGB campaign. This would cover costs of outreach specifically within the Oneida Nation.
Neighborhood Information Sessions (\$250 X 8)	\$2,000.00		\$2,000.00	Each of these neighborhood information sessions is expected to incur some expenses for refreshments, marketing, and (in some cases) venue rental. \$250 is based on the cost of renting a school auditorium, paying for a social media blast, and a small budget for refreshments.
Sustainability Small Business Summit seed money	\$1,000.00		\$1,000.00	The full cost of this event will be much higher, however most of the expenses will be borne by partners and sponsors. The \$1,000 represents the campaign's financial contribution to the event, which is still in the planning stage.
Inaugural sustainability initiative sharing session	\$250.00		\$250.00	This series of events will be modeled on a series that New Leaf Foods, a local CBO, organized in Green Bay in the 2010s. Local food initiatives were invited to present a brief 5-10 minute overview of their activities for the previous 6 months. The series led to many collaborations and a sense of strong community in the local food sphere. \$250 will cover refreshments and marketing.
Budget for registration fees for public events	\$1,600.00		\$1,600.00	This would cover the cost of attending the Home Expo in early 2025. The Expo is an opportunity to engage with 10s of thousands of homeowners. The campaign would be able to give a public presentation at the Expo.
Static Information Centers, design and construction	\$2,000.00		\$2,000.00	This would cover the cost of 15 high-quality static, information centers to be made from cardboard or light plywood.
Informational and marketing materials related to project	\$2,000.00		\$2,000.00	
TOTAL	\$19,450.00	\$0.00	\$19,450.00	



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

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # O.4

To approve a resolution authorizing the Department of Public Works to participate in applying for grant funds from Wisconsin Emergency Management for an East River flood resilience project.

BACKGROUND

City of Green Bay is applying for implementation funding to help support the construction of a flood resiliency project in East River Emilie Park.

RECOMMENDATION

To approve the request for a resolution authorizing the Department of Public Works to participate in applying for grant funds.

FISCAL IMPACT

Grant request of \$250,000, Stormwater Utility budgeted \$75,000 for matching funds.

ATTACHMENTS

- I. Resolution Authorizing the use of WEM PreDisaster Flood Resilience Grant

**RESOLUTION AUTHORIZING THE USE OF
WISCONSIN EMERGENCY MANAGEMENT PRE-DISASTER FLOOD RESILIENCE
PROGRAM GRANT**

November 12, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay (the “City”) is vulnerable to the risks and impacts associated with flooding, which endanger the well-being of residents, local infrastructure, and the long-term economic and environmental stability of the community; and

WHEREAS, Wisconsin Emergency Management has established the Pre-Disaster Flood Resilience Grant Program to assist communities in enhancing their resilience to flood risks through proactive mitigation measures; and

WHEREAS, participation in this grant program will enable the City to strengthen its flood preparedness, implement necessary flood control infrastructure, and mitigate future flood impacts; and

WHEREAS, the Common Council recognizes the importance of taking preemptive action to reduce the potential costs and damage resulting from flood events, and views this program as a valuable opportunity to invest in the future safety and security of the community.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City does hereby authorize the Director of Public Works or their designee, to act as the official who has the authority to review, sign, and submit the documents associated with the Pre-Disaster Flood Resilience Grant Program administered by Wisconsin Emergency Management; and

BE IT FURTHER RESOLVED that the City of Green Bay expresses its appreciation for the support provided through the Pre-Disaster Flood Resilience Grant Program and anticipates the positive impact this program will have on the community’s overall flood preparedness and mitigation efforts.

Adopted _____

Approved _____

Eric Genrich, Mayor

Attest:

Celestine Jefferies, Clerk



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

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # O.5

To approve the request by Kinship VII, LLC to dedicate the Stone Garden stormwater management pond to the public.

BACKGROUND

RECOMMENDATION

To approve the dedication of the Stone Garden stormwater management pond to the City.

FISCAL IMPACT

The City would accept responsibility for maintenance of the stormwater management pond through the Stormwater Utility.

ATTACHMENTS

- I. Stone Garden - Pond Warranty Deed - 20241015

DOCUMENT NO.

WARRANTY DEED

THIS INDENTURE, Made by Kinship VII, LLC grantor, of Brown County, Wisconsin, hereby conveys and warrants to The City of Green Bay, a Wisconsin Municipal Corporation, grantee of Brown County, Wisconsin, for the sum of Ten and no/100 dollars (\$10.00) the following tract of land in Brown County, Wisconsin:

LEGAL DESCRIPTION:

All of Outlot 1, according to the recorded plat of Stone Garden, as recorded in Volume 22 of Plats, Page 299, as Document Number 225505, City of Green Bay, Brown County, Wisconsin.

RETURN TO:
City of Green Bay - DPW
100 N. Jefferson Street
Green Bay, WI 54301

Tax Parcel Number 21-8032

EXEMPT per 77.25(2g)

In Witness Whereof, the said grantor _____ ha _____ hereunto set _____ hand _____ and seal _____ this _____ day of _____, A.D., 20 _____.

SIGNED AND SEALED IN THE PRESENCE OF

Timm G. Schaetz
Timm G. Schaetz

X Marilyn J. Schaetz
MEMBER / OWNER, Marilyn J. Schaetz
(print or type name and title above)

X _____

(print or type name and title above)

STATE OF WISCONSIN
Brown County.

Personally came before me, this 15th day of OCTOBER, A.D., 20 24,
above named Marilyn J. Schaetz
to me known to be the person s _____, who executed the foregoing instrument and acknowledged the same.

HEATHER J. DEGRAVE
Notary Public
State of Wisconsin

NOTARY
SEAL

THIS INSTRUMENT DRAFTED BY
Thomas H. Giese - R/W Specialist

X Heather J. DeGrave
(print or type name of notary above)
Notary Public, BROWN County, Wis
My commission (expires) (is) 10/29/24

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Kinship IV, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

343 E Le Capitaine Circle

6 City, state, and ZIP code

Green Bay, WI 54302-5160

Requester's name and address (optional)

City of Green Bay - DPW
100 N Jefferson Street - Room 300
Green Bay, WI 54301

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

39 - 1798340

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Morikay Idaty

Date ►

10/15/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

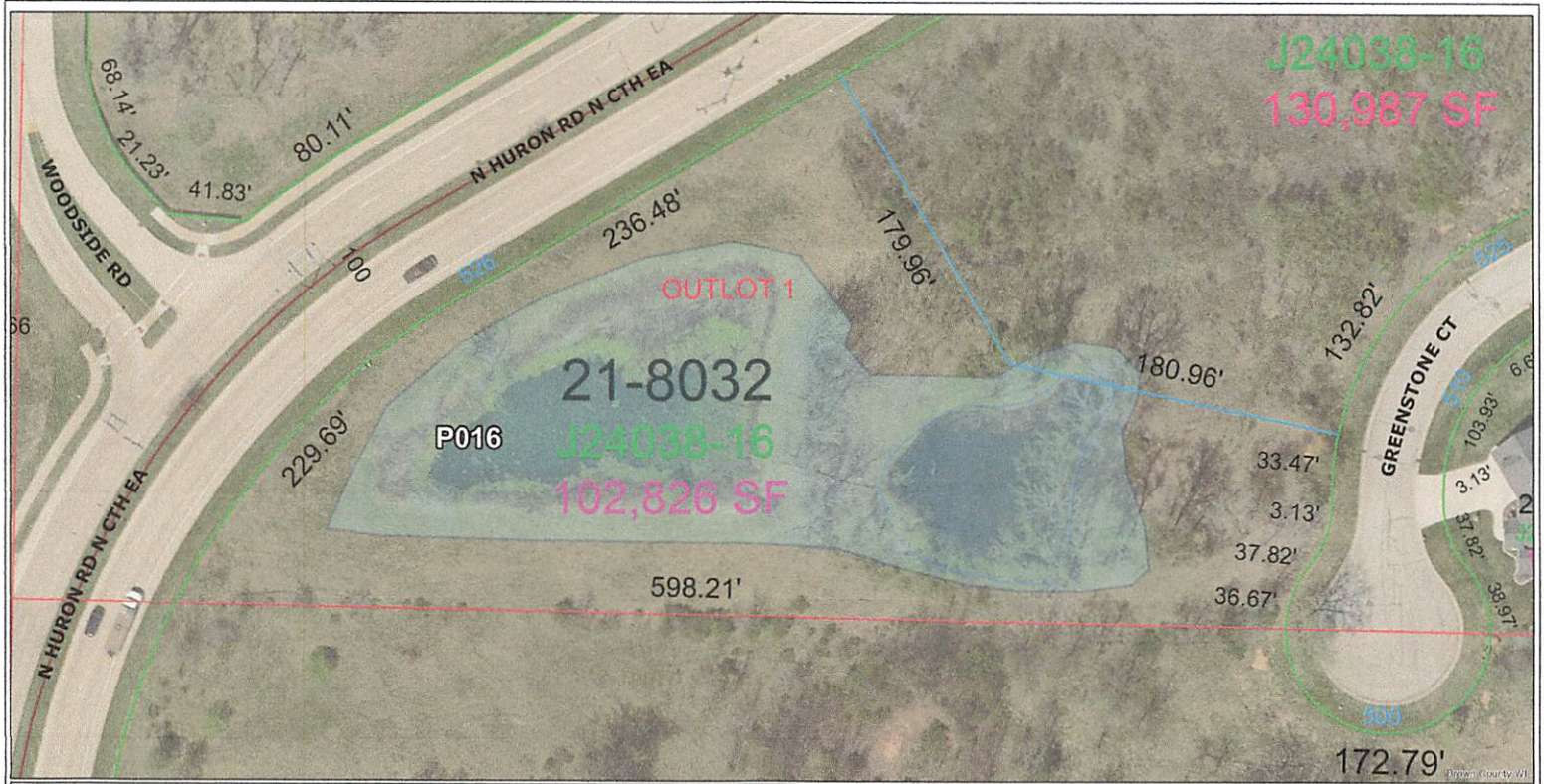
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Legend

Active Private Storm Water Ponds

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 Public Works, A. Adams
 Date Printed: 05 Mar 2024
 X:\PublicWorks\Maps for Abby\MS4 Annual Report Maps\2023\Maps - Updated Stormwater Facility Locations\Storm Water Facility Locations - Ponds, Swales.mxd

**City of Green Bay
 Private Storm Water Facility Locations
 P016 Stone Garden Pond**



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

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # P.I

To hold until the November 18, 2024 Protection & Policy Committee meeting a request by Merle Alexander regarding the denial of her Operator license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 20241004_150422 (I)
2. Screenshot_20241004_151455_Drive (I)
3. Screenshot_20241004_141126_Gmail (I)
4. Alexander discharge certificate (I)
5. Screenshot_20241004_140240_Gallery (I)
6. appeal_merle alexander
7. application
8. Alexander CCAP Background
9. Alexander CIB Background



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

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # P.2

To approve General Ordinance 24-24, an ordinance amending section 42-99 relating to the Cross Connection Control Program.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 24-24 Relating to Cross Connection Control Program

GENERAL ORDINANCE NO. 24-24

**AN ORDINANCE
AMENDING SECTION 42-99,
GREEN BAY MUNICIPAL CODE,
RELATING TO CROSS CONNECTION CONTROL PROGRAM**

WHEREAS, the Wisconsin Legislature has tasked the Wisconsin Department of Natural Resources (“DNR”) with certain rulemaking authority, including the ability to amend the requirements from time to time, and

WHEREAS, on or about July 1, 2024, the DNR updated their recommendations for municipalities, including for the city of Green Bay, and

WHEREAS, the changes made to 42-99 of the Green Bay Municipal Code are consistent with the recommended updates as directed from the DNR.

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the city of Green Bay does ordain as follows:

SECTION 1. Section 42-99, Green Bay Municipal Code, is hereby amended to read:

Sec. 42-99. - Inspections.

Cross connection inspectors must meet the qualifications contained in the City's cross connection control program as approved by the Wisconsin Department of Natural Resources. The water utility shall cause a survey for every residential service on a schedule matching meter replacement. The water utility shall cause a cross connection inspection of every industrial, commercial and public authority service on the following schedule:

- (1) ~~Every~~ **All** residential **and multi-family** service shall be inspected on a schedule matching the Water Utility meter replacement schedule, **excluding services that are not master metered.**
- (2) All services on commercial properties that are no more complex than residential services shall be inspected every six years.
- (3) All services on public authority (parks) properties shall be inspected every ten years.
- (4) All services on industrial properties and commercial properties with plumbing more complex than typical residential properties, and public authority services other than parks, shall be inspected a minimum of once every two years.
- (5) **All master metered multi-family housing including mobile home parks will be**

provided education materials in lieu of an inspection every three years.

- (6) The Water Utility may obtain a special inspection warrant if consent to entry for inspection purposes has been refused.

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



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

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # P.3

Informational Only: Massage Establishment Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Comm Police P&P 10.16.24
2. 24-25MassVio 10.16.24

CITY OF GREEN BAY POLICE DEPARTMENT

TO: PROTECTION AND POLICY COMMITTEE

FROM: COMMUNITY POLICING

DATE: October 16, 2024

From October 2, 2024 to October 16, 2024 there have been no liquor violations, no DA referrals, no warnings and no property referrals. Ordinance violation information noted below.

On 09/05/2024, officers responded to 1306 Velp Ave, Gonh Spa to assist Inspection with a compliance check. On scene was a female worker performing massage without a state license. Worker and owner cited with Violation of Massage Therapy/Bodywork Therapy Licensing.

On 09/05/2024, officers responded to 1136 W Mason St, Star Massage to assist Inspection with a compliance check. On scene were two female workers performing massage without a state license. Two females cited with Violation of Massage Therapy/Bodywork Therapy Licensing.

Sincerely,

**LT. STEVE MAHONEY & LT. ERIN YOUNG
DISTRICT POLICING**

kc

2024/2025 MASSAGE VIOLATIONS

Subject's Name	Spa Name And Address	Date/Type Violation	Status of Case
Yan (NMI) Zhang 24-246892 2424689247901	Gonh Spa 1306 Velp Ave	09/05/2024 Violation of Massage Therapy/Bodywork Therapy Licensing	Court Date: 11/07/2024
Aihua (NMI) Chen 24-246892 2424689253401	Gonh Spa 1306 Velp Ave	09/05/2024 Violation of Massage Therapy/Bodywork Therapy Licensing	Court Date: 11/11/2024
Fengxia C. Schrader 24-246879 2424687955801	Star Massage 1136 W Mason St	09/05/2024 Violation of Massage Therapy/Bodywork Therapy Licensing	Court Date: 11/07/2024
Shixiang (NMI) Hu	Star Massage 1136 W Mason St	09/05/2024 Violation of Massage Therapy/Bodywork Therapy Licensing	Court Date: 11/07/2024



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

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # P.4

Informational Only: Liquor Violation Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Comm Police P&P 10.16.24
2. 24-25LiqVio 10.16.24

CITY OF GREEN BAY POLICE DEPARTMENT

TO: PROTECTION AND POLICY COMMITTEE

FROM: COMMUNITY POLICING

DATE: October 16, 2024

From October 2, 2024 to October 16, 2024 there have been no liquor violations, no DA referrals, no warnings and no property referrals. Ordinance violation information noted below.

On 09/05/2024, officers responded to 1306 Velp Ave, Gonh Spa to assist Inspection with a compliance check. On scene was a female worker performing massage without a state license. Worker and owner cited with Violation of Massage Therapy/Bodywork Therapy Licensing.

Sincerely,

**LT. STEVE MAHONEY & LT. ERIN YOUNG
DISTRICT POLICING**

kc

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

**REPORT OF THE PROTECTION AND POLICY COMMITTEE
GRANTING OPERATOR LICENSES**

November 12, 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

Acosta-Skenandore, Robert J	Stillmank, Bradley P
Ash-Neff, Zachary R	Valentine, Sarah J
Augustine, Andrea M	Waubano, Glen E
Boulanger, Anessa R	Weber, Ashley R
Carreno, Brandy L	West, Michelle M
Couillard, Theresa L	Wickingson, Craig J
Cruz, Yaritza	
Day, Jessica L.	
Doughty-Smith, Susan M	
Dufek, Scott J	
Flores, Brandon E	
Hang, Mersadies NH	
Helmrich, Leanne L	
Kirch, Ramona J	
Kolden, Shannon L	
Longston, Zachary N	
Lox, David E	
Maufort, Kaitlyn R	
Melnarik, Autumn M	
Mineau, Emily C	
Mumbrue, Troy N	
Nelson, Amanda M	
Nichols, Mic A	
Noordyk, Ethan P	
O'Brien II, John M	
Peters, Luna S	
Renier, Thomas J	
Ruiz Mosqueda, Rene	
Shulfer, Destin T	
Singh, Harjot	
Smith, Nicole M	
St Louis, Brailyn L	



Report to the Green Bay Plan Commission

MEETING DATE

November 12, 2024

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # R.1

To approve the request to rezone properties located at 1644, 1648, 1652, and 1656 Deckner Avenue and 129, 133, 137 and 145 Oak Grove Ave from General Commercial (CI) District to Office-Residential (OR) District. Plan Commission recommended that 145 Oak Grove Avenue to remain as currently zoned. (ZP 24-35 Public Hearing held November 4, 2024).

BACKGROUND

Primary Addresses: 1644, 1648, 1652, and 1656 Deckner Avenue and 129, 133, 137, and 145 Oak Grove Avenue

Aldersperson/District: Ald. Stevens, District 5

Reason for Request: Bring existing land uses into compliance and create a transitional area between the Main Street commercial uses to the residential uses to the west.

Surrounding Zoning and Land Uses:

Subject: General Commercial (CI) and Low Density Residential (RI) | Single and Multi-Family Homes and Commercial

North: General Commercial (CI) | Commercial

South: Low-Density Residential (RI) | Single-Family Homes

East: General Commercial (CI) | Commercial

West: Single-Family Residential (RI) | Single and Multi-Family Homes

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends Commercial for these parcels. This rezoning is consistent with this recommendation.

Report: The subject area is located to the east of Main Street and south of Deckner Avenue at the Deckner Avenue - Oak Grove Avenue intersection. The owners of 129 Oak Grove Avenue, Dennis and Cindy Scherer, would like to sell their property, which is a single-family residential parcel. The issue being faced is that certain lenders are unwilling to finance the sale because the use of the property is a legal, nonconforming use (single-family dwelling) in the General Commercial District (CI). Planning staff recognized that other homes in the neighborhood are also zoned CI or are split zoned CI and Low-Density Residential (R-I) and have amended the request to bring forward other parcels to be considered in this petition.

CI is generally for moderate-intensity commercial uses. 129, 133, 137 and 145 Oak Grove Avenue and 1648 Deckner Avenue are single-family residences and 1646 Deckner Avenue is a multi-family residence. These dwellings are not permitted in the CI district and are currently considered legal nonconforming. Expansions of legal nonconforming uses are not permitted, and repairs/alterations are limited to 50% value in structural repairs. A more suitable zoning district for the parcels would be Office-Residential (OR) which is a transitional mixed-use district that allows single-family homes with a conditional

use permit. Low-intensity commercial uses and multi-family dwellings are also permitted by right in the OR district. 1656 Deckner Avenue is a commercial property (personal service establishment) and is permitted in the OR district. Furthermore, including all of these parcels in the application eliminates spot zoning.

The subject properties are all identified on the future land use map as Commercial. This was done to aid in the expansion of commercial opportunities along Main Street. Rather than wait until a development was proposed to rezone the properties off of Main Street, the properties in this area were zoned to General Commercial (CI) an approximate distance of 150' inward from Main Street. Planning staff supports rezoning this area from CI to OR because it still maintains the commercial vision for the corridor but allows an opportunity for the existing residential uses to remain where appropriate. Since the rezone complies with the future land use map and complements surrounding land uses, staff supports the request.

Ald. Stevens and neighbors within 200 feet have been notified of the meeting based on Plan Commission policy. No objections have been received as of the drafting of this report. However, an inquiry was made by the owner of 1638 Deckner Avenue requesting that their property be included in this action. That request will need to be done by separate application.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-35 Application
2. ZP 24-35 Map
3. 24-35 Zoning 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: 129 Oak Grove Ave

Parcel Number(s): 21-2384

Petitioner(s): Dennis & Cindy Scherer

Date: 10/4/24

Email: dennis@vs.machine.com

Phone Number: (920) 680-6654

Address: 5877 Airport Drive

City: Pulaski State: WI Zip: 54162

Property Owner: Dennis & Cindy Scherer

Phone Number: _____

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

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

I, Dennis & Cindy Scherer, 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: Dennis Scherer

Date: 10/4/24

Petitioner Signature(s): Dennis Scherer

Cindy Scherer

Checklist of required attachments:

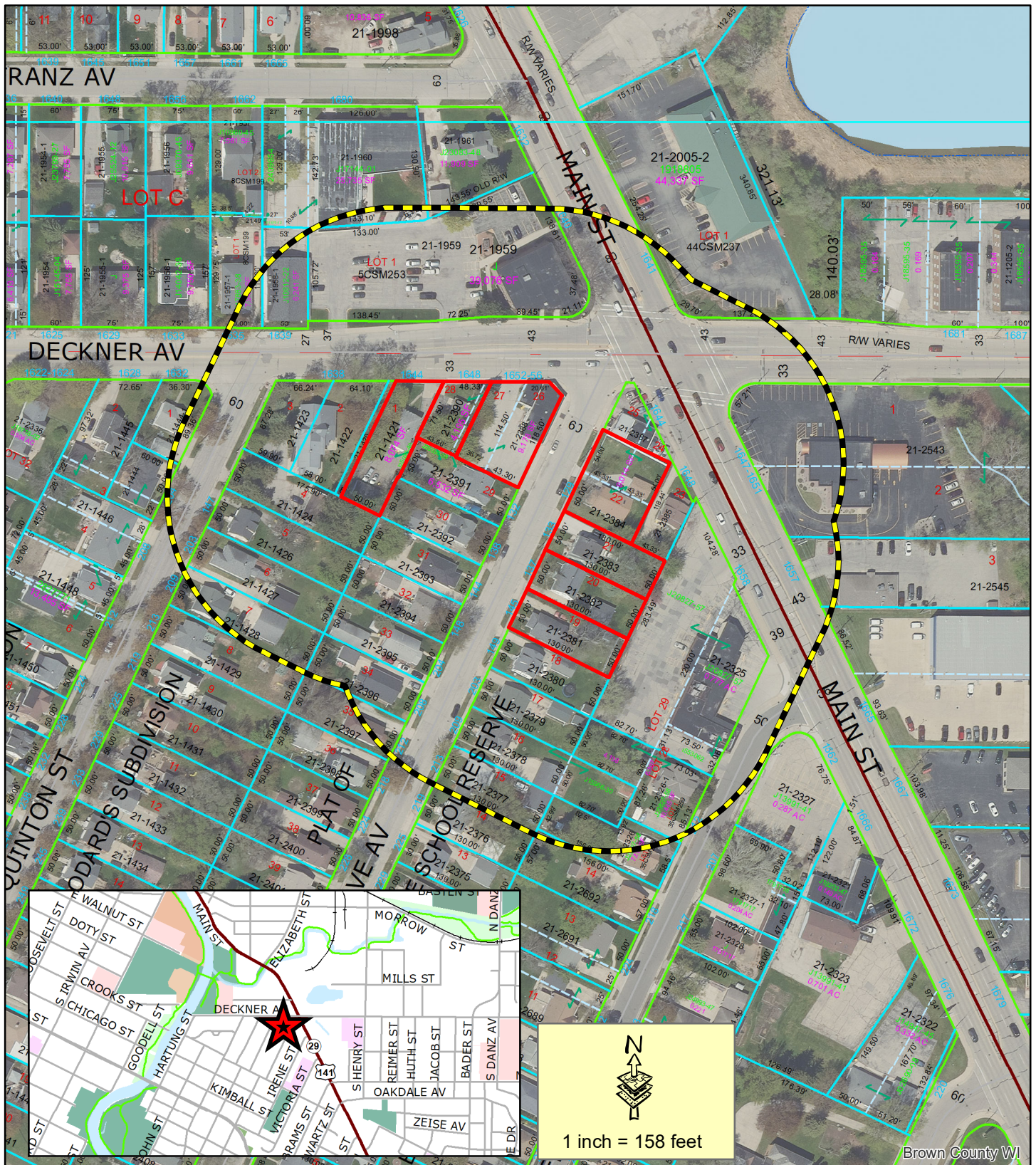
- Map
- Legal Description
- Applicant Narrative Describing Project
- All Other Pertinent Information

For office use only:

Review Fee: _____

Receipt No.: _____

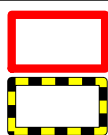
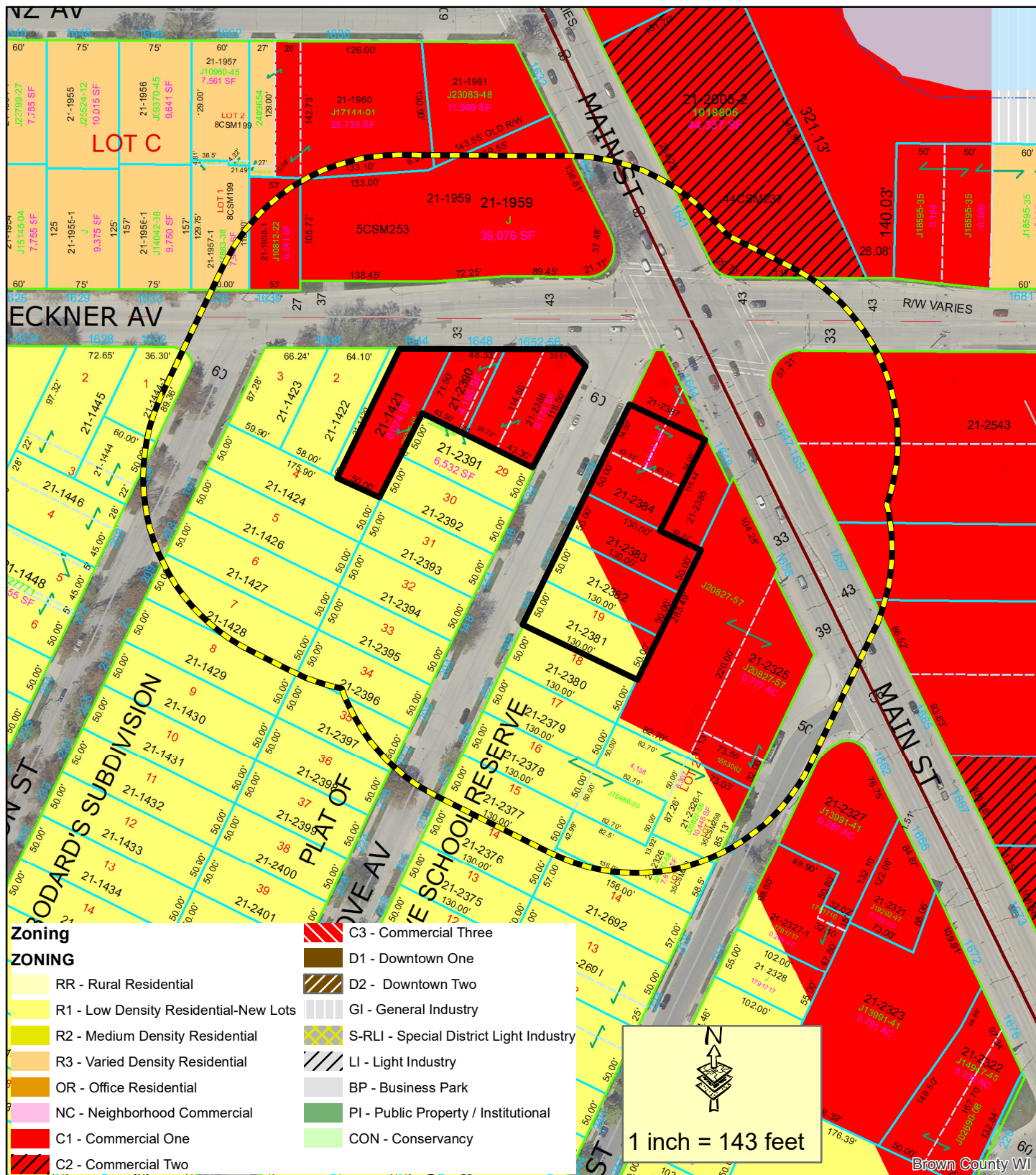
Zoning Petition No.: _____



Zoning Petition (ZP 24-35)
Rezone Subject Area at
1644, 1648, 1652, 1656 Deckner Ave
129, 133, 137, 145 Oak Grove Ave
from General Commercial (C1) to
Office-Residential (OR)



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.



Subject Area

200' Property Owner Notice

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

Zoning Petition (ZP 24-35)
Rezone Subject Area at
1644, 1648, 1652, 1656 Deckner Ave
129, 133, 137, 145 Oak Grove Ave
from General Commercial (C1) to
Office-Residential (OR)





Report to the Green Bay Plan Commission

MEETING DATE

November 12, 2024

PREPARED BY

David Buck, Staff

AGENDA ITEM # R.2

To approve the request for a Conditional Use Permit (CUP) to allow a substation/distribution equipment use within the (GI) General Industrial district at 2020 North Quincy Street in the form of a Battery Energy Storage System (BESS). (ZP 24-36 Public Hearing held November 4, 2024).

BACKGROUND

Reason for Request: To allow the establishment of a Battery Energy Storage System (BESS) on 8.1 acres of land located on the southern and eastern portion of the 20-acre property. The (GI) General Industrial District requires a Conditional Use Permit.

Surrounding Zoning and Land Uses:

Subject: (GI) General Industrial | Fuel Storage

North: (GI) General Industrial | Sewage District

South: (GI) General Industrial | I-43 & Fuel Storage

East: (GI) General Industrial | Warehousing & Manufacturing

West: (GI) General Industrial | WPS & Sewage District

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Business Park uses.

Consistency Analysis: While Ch. 66.1001 Wis. Stats. does not specifically require conditional uses to meet the consistency requirement, the proposed conditional use permit is not inconsistent with the comprehensive plan.

Report: The subject 20-acre property is located at the northeast corner of North Quincy Street and Chip Street just north of Interstate Highway 43. It is a through lot with approximately 580 feet of frontage along North Quincy Street and Angie Street. It is designated / zoned for general industrial uses, which is our least restrictive zoning district and most appropriate for this use. However, substations and distribution facility must receive a Conditional Use Permit to be established.

The petitioner is proposing to utilize 8.1 acres of the 20-acre property for Battery Energy Storage System (BESS). The proposed project will consist of approximately 450 battery enclosures (10' X 30' in size), approximately 112 transformers and a collection substation. The BESS will charge its batteries with energy from the electric transmission grid, store that energy on site, and later deliver that energy back onto the grid when needed.

The project's infrastructure (excluding the generation-tie line which connects the project to the grid and collector substation) will reach a maximum height of approximately 12 feet and include seven-to-eight-foot security fencing. Access to the site will be through an internal shared drive located off Angie Street and a knox box will be located at the front gate to provide 24-hour access for emergency services. Additional security will be provided by monitoring the property remotely 24-hours-a-day, 365-days-a-year. The project may also include an operation and maintenance facility. The project will also include an approximately 1/4-mile long line connecting the BESS to the ATC Tower Substation located across N. Quincy Street.

The project is not anticipated to create much of a traffic impact following construction and will also not produce any air pollution or odors. Sound produced by BESS facilities is generally related to the HVAC systems.

In the review of the CUP, Zoning Ordinance Section 44-83(e) establishes seven standards for the Plan Commission to consider:

- (1) The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
- (2) The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- (3) The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.
- (4) Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
- (5) Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
- (6) Adequate parking facilities as specified in Article XVIII of this chapter.
- (7) The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable City ordinances.

Staff believes this location is the most suitable location for this type of use as the area is almost exclusively manufacturing, industrial and warehouse uses. Staff feels this request meets all seven standards for Conditional Use Permit approval. It will not be detrimental to the public health, safety and welfare; will not impede orderly development; the design will not diminish property values in the area; the site has adequate utilities to service it, adequate measures will be taken to provide access and parking; and the overall use will conform to all regulations of the zoning code. This use is quite passive as compared to other permitted use in the (GI) General Industrial District.

Aldersperson Prestley (Alder for the District), Alderson Proffitt (adjoining District) and property owners within 400-ft of the subject site have been notified of the request by the City via notification letters. As of the drafting of this report, staff has not received any inquiries about the request.

RECOMMENDATION

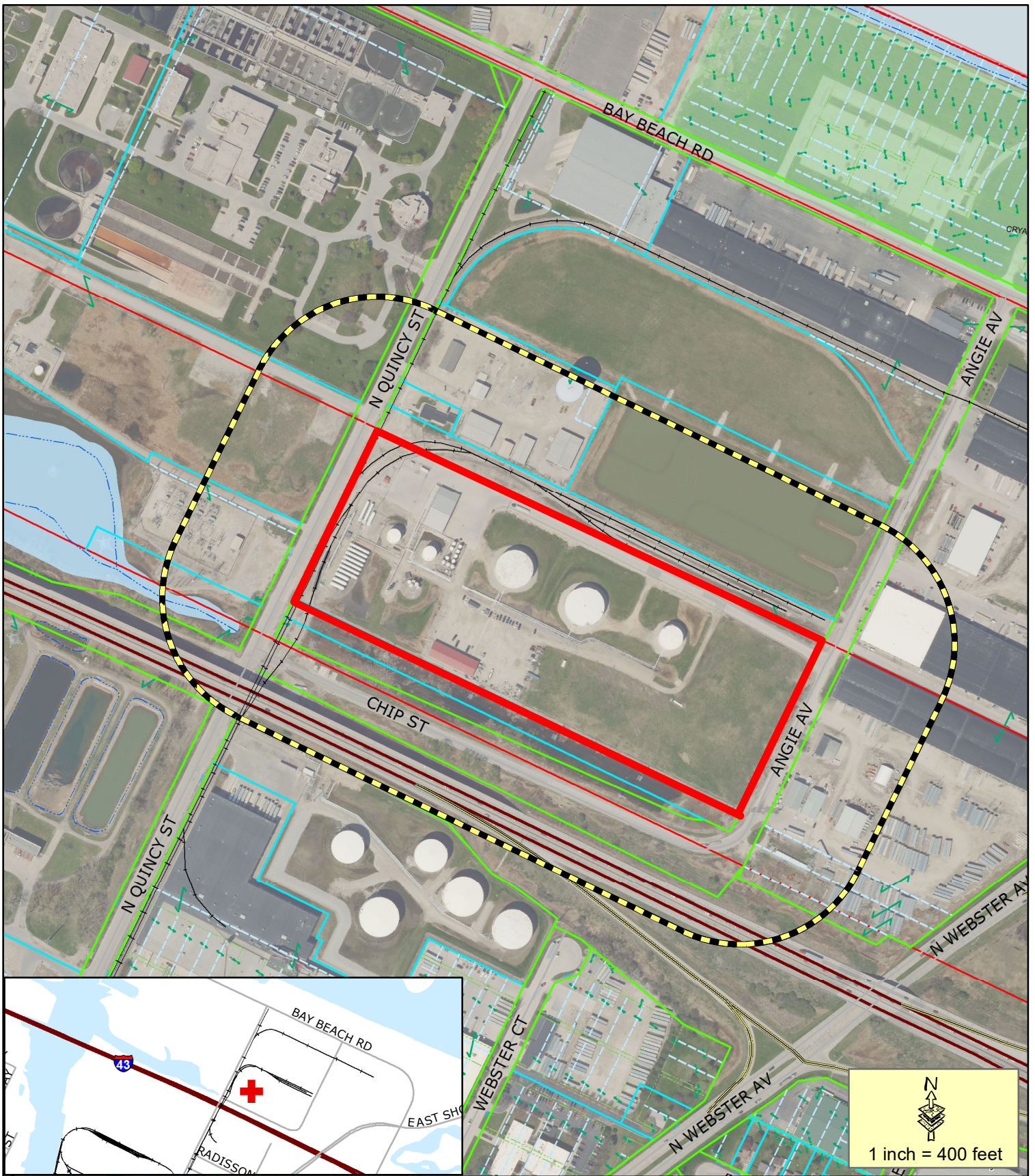
Approval of the request, subject to the following condition:

- I. Compliance with all other regulations of the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-36 Location Map
2. ZP 24-36 App_Combined
3. ZP 24-36 Resolution_CUP at 202 N Quincy



- Proposed CUP
- 400' Property Owner Notice

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

Zoning Petition (ZP 24-36)
Proposed Conditional Use
Permit (CUP) at
2020 n Quincy Street





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: 2020 N Quincy St, City of Green Bay, 54302

Parcel Number(s): 20-689-A

Petitioner(s): Tern Energy Storage LLC Date: 10/8/2024

Email: notice@cip.dk Phone Number: (212) 257-5000

Address: 412 W. 15th Street, 15th Floor City: New York State: NY Zip: 10011

Property Owner: U.S. Venture, Inc. Phone Number: 920-739-6101

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, Tern Energy Storage LLC, 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)
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- ☐ 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:  DocuSigned by: Sean Toland Date: 9/19/24
 Petitioner Signature(s): _____ September 30, 2024
DAAEB132C879462...

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.: _____



TERN ENERGY STORAGE LLC

Conditional Use Permit Application for Tern Energy Storage System

2020 N. Quincy Street

City of Green Bay, WI

October 2024

Submitted to the City of Green Bay



Tern Battery Energy Storage System
Project Narrative

I. TABLE OF CONTENTS

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II. PROJECT OVERVIEW

The project is a 200-megawatt (MW), 800 megawatt-hour (MWh) Battery Energy Storage System (BESS) located within the City of Green Bay, Wisconsin (City) (the “Project” or “Tern Energy Storage”). The Project will support grid stability and reliability, responding quickly to sharp changes in demand for power. Without energy storage resources, blackouts and brownouts are more likely, costing businesses and families’ significant losses. The Project is especially important to support the ongoing transition to renewable energy. Wind power and solar energy have many benefits, such as reducing air pollution, creating local jobs and tax revenues, and making both Wisconsin and the United States more energy independent. However, wind and solar resources only produce electricity when the wind is blowing, and the sun is shining. Energy storage systems like the Project supplement the wind and solar being added to Wisconsin’s grid, by enabling the storage of energy from intermittent resources. The Project represents a critical value-add to those clean generation resources and will deliver energy to the grid when it is needed. Additionally, recent events have shown that BESS facilities can make existing baseload facilities more efficient and avoid events like “load shedding” (i.e., cutting off electric customers during emergency events). These events drive up costs for businesses and families. The Project will aid the region’s ongoing transition to renewables, providing reliable electric service, and delivering significant economic benefits.

III. PROJECT DESCRIPTION

The Project is located on an approximately 8.1-acre portion of property owned by U.S. Ventures, Inc., at 2020 N. Quincy Street in Green Bay. The Tax Parcel Number is 20-689 and the site is

zoned General Industry (GI). See **Attachment A** for a site location map. See **Attachment B** for a certified survey map and legal description of the site. See **Attachment C** for a conceptual site plan.

The Project will be able to store a maximum of 800 MWh of electricity at a given time, with a maximum injection capacity of 200 MW into the electric transmission grid by connection into the Tower Substation, owned by American Transmission Company (ATC), located immediately across N. Quincy Street. The Project's infrastructure (excluding the generation-tie line which connects the Project to the grid (Gen-Tie Line) and collector substation) will reach a maximum height of approximately 12 feet. The Project will include seven-to-eight-foot security fencing. The security fencing will have the required warning signs per the National Electrical Code (NEC), and a sign posted on the entry gate providing a 24-hour emergency response number. Additionally, a knox box will be located at the front gate to provide 24-hour access to emergency responders. The Project will be remotely monitored 24-hours-a-day, 365-days-a-year. The Project may include an Operation & Maintenance (O&M) facility on the site. Please see a more detailed description of the Project's infrastructure in the "Project Components" section below.

The Project also includes an approximately ¼-long Gen-Tie Line that will be constructed from the Project to the ATC Tower Substation. The Gen-Tie Line is identified on the site location map (**Attachment A**).

The amount of land under option to purchase is approximately 8.1 acres; however, battery equipment will be placed on only a portion of the land. The fenced acreage of the battery storage facility will be approximately 7.3 acres.

IV. PROJECT ENTITY, OWNER, & DEVELOPER

The Project will be owned and operated by Tern Energy Storage, LLC (Tern Energy Storage), a wholly owned subsidiary of Copenhagen Infrastructure Partners (CIP), and will be developed by Tenaska, Inc.

CIP is an infrastructure investment firm specializing in renewable energy and other essential infrastructure projects. They are known for their expertise in developing, financing, and managing critical infrastructure, particularly in the field of renewable energy.

CIP has a strong track record of successfully developing and operating renewable energy projects globally. They have been involved in various phases of renewable energy projects, including project development, financing, construction, and long-term operation. Currently, CIP has approximately \$20 billion of assets under management. CIP is involved in the development of 550 MW of BESS projects in Wisconsin, including the proposed Tern Energy Storage project.

Tenaska is a privately held company based in Omaha, Nebraska. Tenaska has been in business for over 35 years and has grown into one of the largest privately held companies in the U.S. Tenaska has been responsible for developing, managing, and/or operating over 22,000 MWs of generation over its 35 years. Tenaska has consistently been recognized in the industry for safety and has a proven track record developing a wide range of energy projects, including natural gas, renewables, and BESS facilities. It is a partner with CIP in all of CIP's Wisconsin BESS projects.

V. PLAN OF OPERATION

The Project will charge its batteries with energy from the electric transmission grid, store that energy on site, and later deliver that energy back onto the transmission grid through the same

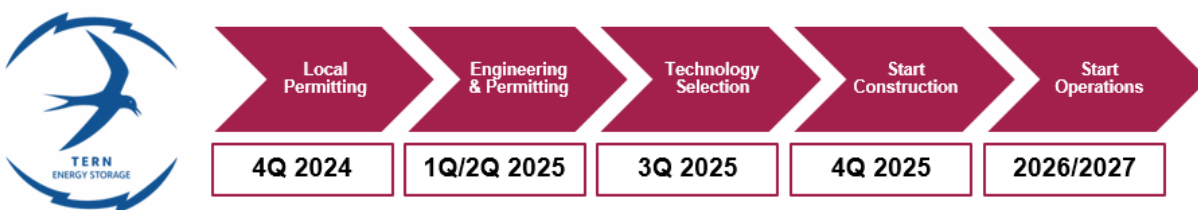
point of interconnection. During operation, the Project will be monitored and operational 24 hours a day and 365 days a year.

Operation of the Project will be performed remotely, however, site maintenance and periodic security patrols are anticipated to produce one to two full-time equivalent (FTE) positions. During construction, the Project is expected to produce about 75 construction jobs.

The Project is not expected to significantly impact traffic during construction or operations. Additionally, the Project will not produce any air pollution or odors. The Project will meet the post-development peak stormwater discharge requirements as outlined in the City's Post-Construction Stormwater Management Ordinance.

Tern Energy Storage plans to commence Project construction in 2025, pending receipt of all required permits and approvals, and availability of key equipment for the Project. Please see below a tentative project timeline:

Tern Energy Storage Timeline



VI. PROJECT COMPONENTS

The main components of the Project include:

- **Battery Storage Enclosures** – Battery components will be housed in purpose-built enclosures that will be placed on concrete, pier, or other foundation that follows the site-specific geotechnical recommendations. Each battery enclosure will be approximately 10 feet tall, 30 feet wide and 8 feet deep. Lithium-ion battery cells will be configured in modules, which will be arranged in racks, which will be housed in battery enclosures. HVAC and temperature control systems will be incorporated into the enclosure's design. The enclosures will also house a battery management system that will monitor the batteries and ensure their performance is safe and efficient. To ensure that the Project will be able to maintain its energy capacity, space will be reserved on site for future power augmentation, i.e., the addition of batteries and related facilities.
- **Inverters** – Inverters will be used in charging to convert incoming electricity from alternating current (AC) to direct current (DC), and vice versa upon battery discharge.
- **Transformers** – Transformers will be used to step down the voltage of incoming electricity to enable storage and will be used to step up the voltage to enable transmission back to the grid.
- **Collector Substation** – A collector substation will be constructed on the Project site that will include the Project's electrical transmission equipment such as breakers and main

power transformer. The collector substation will have an approximately 1.30-acre footprint within the Project area.

- **Energy Management System (EMS)** – The Project will be run by an onsite EMS. This system will control the charging and discharging of the batteries.
- **Battery Management System (BMS)** – The Project will be monitored 24/7 by the BMS. This includes extensive monitoring of the battery's temperature, voltage, amperage, and other safety features. The BMS ensures that the Project is operating within normal parameters, and immediately halts operation should it detect anomalous operation.
- **Access/Security** – The Project site will have an access road throughout, security fencing, and night sky friendly lighting around the Project's collector substation. Access to the Project will be limited to Project staff, and as necessary, emergency responders. Battery area lighting shall be manually operated and only utilized when needed for maintenance activities after dark.

VII. PUBLIC SAFETY

Tern Energy Storage is committed to using "Tier 1" battery energy storage products. Tier 1 products are preferentially differentiated from other products based on the supplier's experience, financial strength, and product quality. The Project will be designed and operated in accordance with the National Fire Protection Association (NFPA) 855 Standard on the Installation of Energy Storage Systems as well as other applicable industry codes and standards, including the National Electric Code (NEC). NFPA 855 is considered the gold-standard for battery energy storage fire safety and includes requirements for the design, construction, installation, commissioning, operation, maintenance, and decommissioning of BESS.

Before construction begins, the Project will work with local first responders on designing and establishing a Project-specific Emergency Response Plan (ERP). Additionally, Tern Energy Storage is committed to annual first responder training, as well as review and updating, as necessary, of the ERP. The Project team has already started conversations with the Green Bay Metro Fire Department to establish the foundations of this partnership.

Tern Energy Storage is committed to decommissioning the Project at the end of its useful life. When the Project is decommissioned, all infrastructure will be removed to a minimum depth of four feet, and the site will be restored to as close to its pre-construction condition as practicable.

VIII. SOUND

The minimal sound produced by BESS facilities is generally related to the system's HVAC components and inverters. These systems are essential for the safe, efficient operation of the BESS. The sound generated is similar to that created by a commercial air conditioning unit. The Project will comply with all applicable local noise ordinances.

IX. ECONOMIC IMPACT

As noted above, the Project will create approximately 75 construction jobs during construction and one to two FTE jobs during operations. The Project will also produce tax revenue for the City during its operation, which is expected to be up to 30 years.

The Project offers a critical benefit to local communities by helping bring emission-free firm energy resources to the electric grid. As more companies look to meet sustainability goals, the Project may help attract private business to the City by complementing local renewable energy projects in the provision of clean energy 24 hours a day. Further, the Project will support grid stability and reliability, responding quickly to sharp changes in demand for power.

X. AESTHETICS

The Project will be sited in an industrial area of the City, within the City's General Industrial district, and is compatible with the use of the adjacent properties. Its industrial aesthetics will blend in with the industrial structures located around it and will not obstruct desirable views for City residents. Tern Energy Storage will maintain Project equipment and fencing to industry standards to ensure the Project remains a good neighbor. Tern Energy Storage will not display advertising material or signage other than warning, equipment identification, and ownership information within the Project area. In the unanticipated event that there are complaints from neighboring properties, Tern Energy Storage will resolve them quickly and reasonably.

XI. STORMWATER MANAGEMENT PLAN

A preliminary stormwater management plan has been prepared and is provided as **Attachment D**. The plan will meet or exceed all applicable Wisconsin stormwater standards including those outlined by the Wisconsin Department of Natural Resources and the Project's Wisconsin National Pollutant Discharge Elimination System (NPDES) Permit.

Attachment A

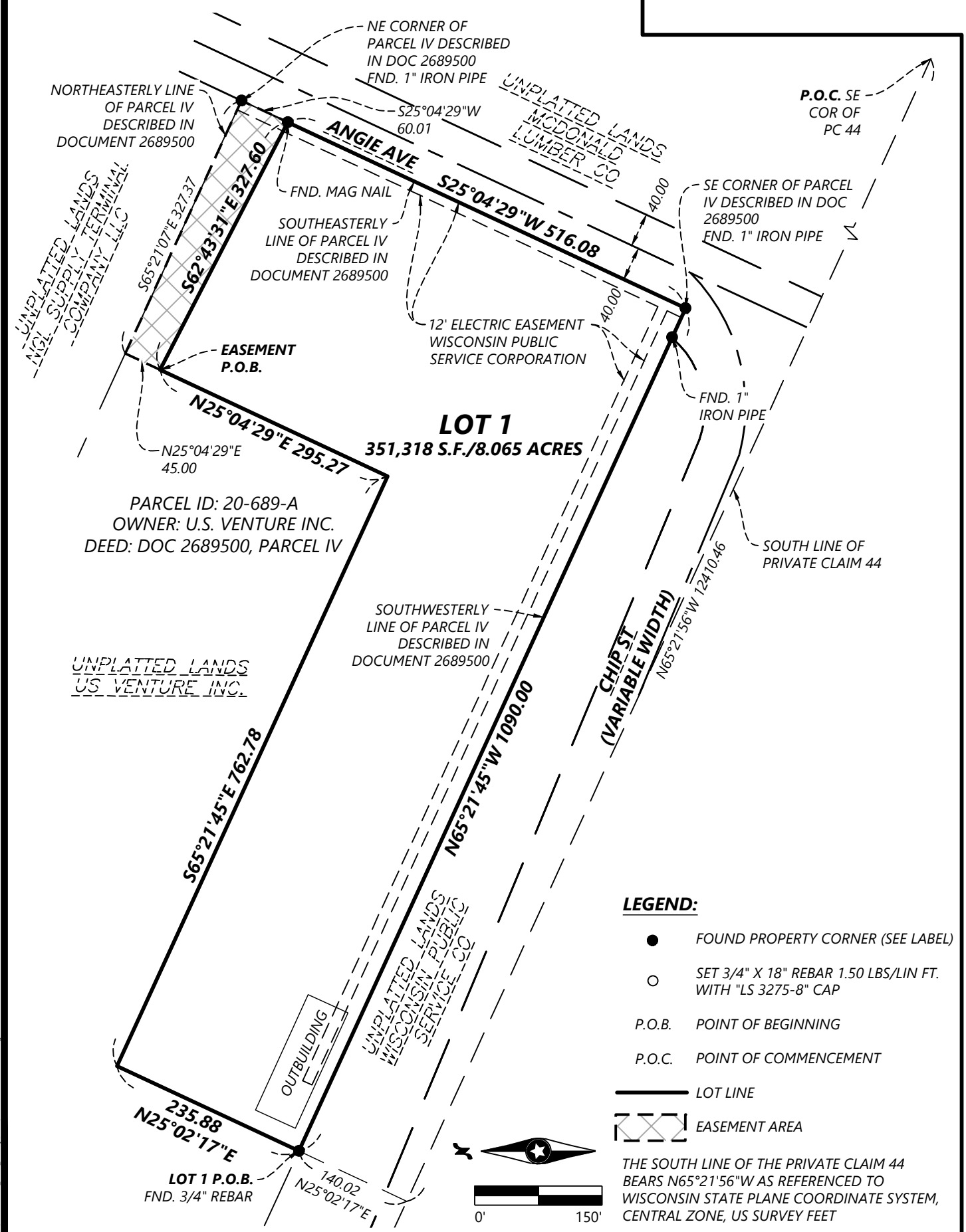
Site Location Map

2020 N. Quincy St.



CERTIFIED SURVEY MAP

Part of the Private Claim 44, East
Side of Fox River, City of Green Bay,
Brown County, Wisconsin



**Tern BESS
Project**
Brown County,
Wisconsin

Westwood

Phone (952) 937-5150
Toll Free (888) 937-5150

12701 Whitewater Drive, Suite #300
Minnetonka MN, 55343
westwoodps.com

Westwood Professional Services, Inc.

CHECKED:	BTL
DRAWN:	EAI
FIELD CREW:	JGG
FIELD WORK DATE:	06/29/2024

SHEET 1 OF 3 SHEETS

DATE: 10/04/2024

CERTIFIED SURVEY MAP

Part of the Private Claim 44, East Side of Fox River, City of Green Bay, Brown County, Wisconsin

SURVEYOR'S CERTIFICATE:

I, Benjamin Lawrence, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a part of the Private Claim 44, East Side of Fox River, City of Green Bay, Brown County, Wisconsin bounded and described as follows:

LOT ONE LEGAL DESCRIPTION:

Commencing at the southeast corner of said Private Claim 44; thence North 65 degrees 21 minutes 56 seconds West along the south line of said Private Claim 44, a distance of 12,410.46 feet; thence North 25 degrees 02 minutes 17 seconds East, a distance of 140.02 feet to a point on the southwesterly line of Parcel IV described in Document 2689500, recorded 12/19/2014 in the Brown County Recorder's Office, said point also being the Point of Beginning; thence continuing North 25 degrees 02 minutes 17 seconds East, a distance of 235.88 feet; thence South 65 degrees 21 minutes 45 seconds East, a distance of 762.78 feet; thence North 25 degrees 04 minutes 29 seconds East, a distance of 295.27 feet; thence South 62 degrees 43 minutes 31 seconds East, a distance of 327.60 feet to a point on the southeasterly line of said Parcel IV; thence South 25 degrees 04 minutes 29 seconds West along said southeasterly line, a distance of 516.08 feet to the southeast corner of said Parcel IV; thence North 65 degrees 21 minutes 45 seconds West along the southwesterly line of said Parcel IV, a distance of 1090.00 feet to the Point of Beginning.

Said lot contains 351,318 square feet or 8.065 acres, more or less, and is subject to all easements, restrictions, and reservations of record, if any.

Together with an easement area, described as follows:

Commencing at the southeast corner of said Private Claim 44; thence North 65 degrees 21 minutes 56 seconds West along the south line of said Private Claim 44, a distance of 12,410.46 feet; thence North 25 degrees 02 minutes 17 seconds East, a distance of 140.02 to a point on the southwesterly line of Parcel IV described in Document 2689500, recorded 12/19/2014 in the Brown County Recorder's Office; thence North 25 degrees 02 minutes 17 seconds East, a distance of 235.88 feet; thence South 65 degrees 21 minutes 45 seconds East, a distance of 762.78 feet; thence North 25 degrees 04 minutes 29 seconds East, a distance of 295.27 feet to the Point of Beginning; thence continuing North 25 degrees 04 minutes 29 seconds West, a distance of 45.00 feet to a point on the northeasterly line of said Parcel IV; thence South 65 degrees 21 minutes 07 seconds East along said northeasterly line, a distance of 327.37 feet to the northeast corner of said Parcel IV; thence South 25 degrees 04 minutes 29 seconds West along the southeasterly line of said Parcel IV, a distance of 60.01 feet; thence North 62 degrees 43 minutes 31 seconds West, a distance of 327.60 feet to the Point of Beginning.

Said easement contains 17,189 square feet or 0.395 acres, more or less.

Bearings and distances are based on the Wisconsin State Plane Coordinate System, Central Zone, US Survey Feet.

I have made such Certified Survey Map under the direction of Tenaska Energy Company, on behalf of US Venture Inc.

That such map is a correct representation of the exterior boundaries of the land surveyed and the division thereof.

That I have fully complied with the provisions of s. 236.34 of the Wisconsin Statutes, the subdivision regulations of the city of Green Bay and Brown County in surveying, dividing and mapping the same.

BENJAMIN T. H. LAWRENCE, PLS

WI LICENSE NO. 3275-8, EXPIRATION 01/31/2026

BEN.LAWRENCE@WESTWOODPS.COM

DATE

OWNER'S CERTIFICATE:

As a representative of US Venture Inc., I do hereby certify that I caused the land described herein to be surveyed, divided, mapped and dedicated as represented on this Certified Map _____, I also certify that this Certified Survey Map is required to be submitted to the Brown County Office of Planning and Development following for approval or objection.

Representative of US Venture Inc.

OWNERS'S NOTARY CERTIFICATE:

STATE OF WISCONSIN

COUNTY

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

Notary Public, _____, Wisconsin

My Commission Expires _____

N:\013456.DWG - CAD - Survey\CSM\013456.DWG - BESS CSM.dwg

**Tern BESS
Project**
Brown County,
Wisconsin

Westwood

Phone (952) 937-5150

Toll Free (888) 937-5150

12701 Whitewater Drive, Suite #300

Minnetonka MN, 55343

westwoodps.com

Westwood Professional Services, Inc.

CHECKED:	BTL
DRAWN:	EAI
FIELD CREW:	JGG
FIELD WORK DATE:	06/29/2024

SHEET 2 OF 3 SHEETS

DATE: 10/04/2024

CERTIFIED SURVEY MAP

Part of the Private Claim 44, East Side of Fox River, 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 this Certified Survey Map.

By: _____ Date _____ Green Bay City Clerk

City of Green Bay Planning Commission:

Approved for the City of Green Bay Planning Commission on this _____ day of _____, 2024

By: _____ Office or Position _____

N:\003456.dwg CADD Survey\CSM\003456.dwg BESS CSM.dwg

Tern BESS Project
Brown County, Wisconsin

Westwood

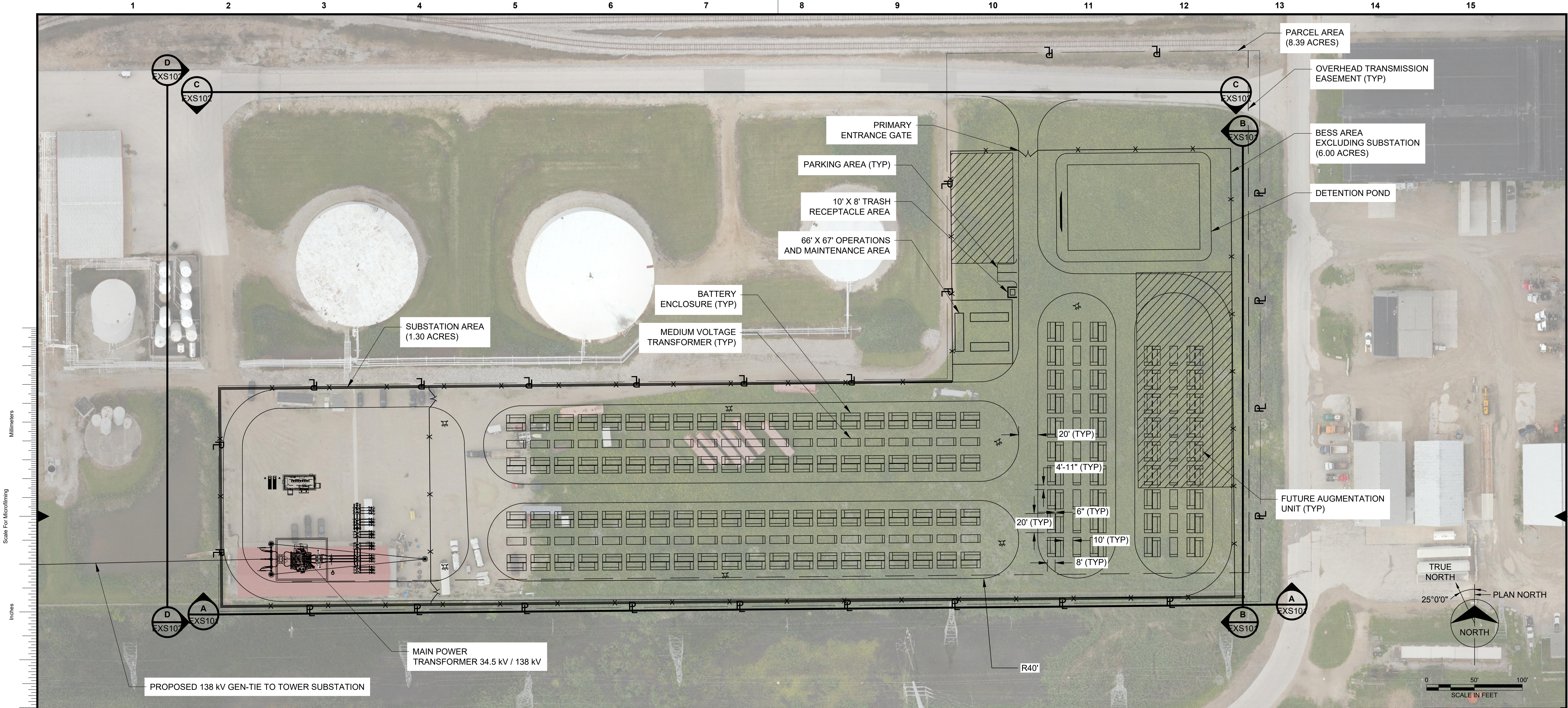
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SHEET 3 OF 3 SHEETS
DATE: 10/04/2024



ENERGY STORAGE SYSTEM DESCRIPTION	
FACILITY RATING @ POI	200 MW / 800 MWh

MATERIAL LIST	
NUMBER OF BATTERY ENCLOSURES (BOL)	212
NUMBER OF BATTERY ENCLOSURES (EOL)	236
NUMBER OF MEDIUM VOLTAGE TRANSFORMER (BOL)	53
NUMBER OF MEDIUM VOLTAGE TRANSFORMER (EOL)	59

PRELIMINARY PROJECT ACREAGE OUTLINE	
PARCEL AREA	8.39 ACRES
BUILDABLE AREA	7.73 ACRES
BESS AREA	6.00 ACRES
SUBSTATION AREA	1.30 ACRES

LEGEND:

- Parcel Line
- Fence
- Setback
- Gate
- Hydrant

ABBREVIATION LIST:

- BESS - BATTERY ENERGY STORAGE SYSTEM
- BOL - BEGINNING OF LIFE
- EOL - END OF LIFE
- PCS - POWER CONVERSION SYSTEM
- TYP - TYPICAL

NOTES:

1. FINAL LAYOUT SUBJECT TO CHANGE BASED ON FINAL ENVIRONMENTAL, CIVIL, GEOTECHNICAL, AND AUTHORITY HAVING JURISDICTION REQUIREMENTS.
2. EQUIPMENT QUANTITIES, CONFIGURATION, AND FOOTPRINT SUBJECT TO CHANGE BASED ON FINAL BESS TECHNOLOGY SELECTION AND ADDITIONAL PROJECT DUE DILIGENCE.
3. CIVIL GRADING AND STORMWATER DESIGN TO BE FINALIZED IN DETAILED DESIGN PHASE OF PROJECT.
4. FIRE WATER REQUIREMENTS TO BE FINALIZED IN DETAILED DESIGN PHASE OF PROJECT AND AS REQUIRED BY AHJ.
5. FLOODPLAINS, AND OTHER ENVIRONMENTAL CONSTRAINTS NOT CONSIDERED IN LAYOUT DEVELOPMENT.
6. LANDSCAPING NOT INCLUDED OR CONSIDERED IN LAYOUT DEVELOPMENT.
7. SITE CONSTRAINTS SHOWN ARE PRELIMINARY AND SUBJECT TO CHANGE BASED ON FINAL REPORTS/SURVEYS.
8. DESIGN MAINTAINS FACILITY NAMEPLATE RATING THROUGH YEAR 20 WITH AUGMENTATION EVENT AT YEAR 7.
9. ROAD SURFACE TO COMPLY WITH SECTION 44-1694 OF THE ZONING ORDINANCE.

PRELIMINARY - NOT FOR CONSTRUCTION

A	09/06/24	EDV	AR	ISSUED FOR REVIEW	

no.	date	by	ckd	description	
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no.	date	by	ckd	description	
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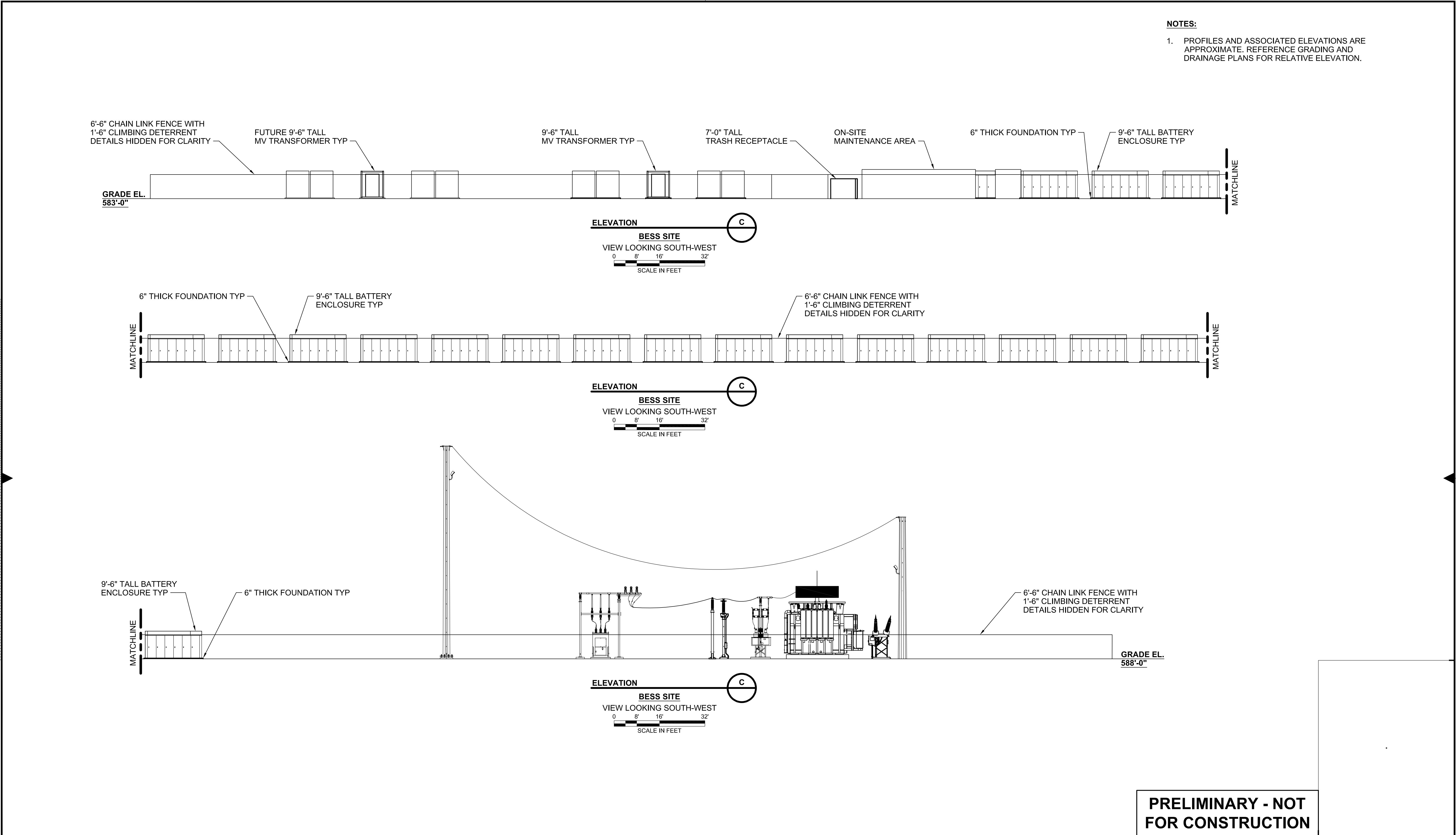
9400 WARD PARKWAY
KANSAS CITY, MO 64114
816-333-9400
Burns & McDonnell Engineering Co., Inc.
Firm Reg. No. 1308-11

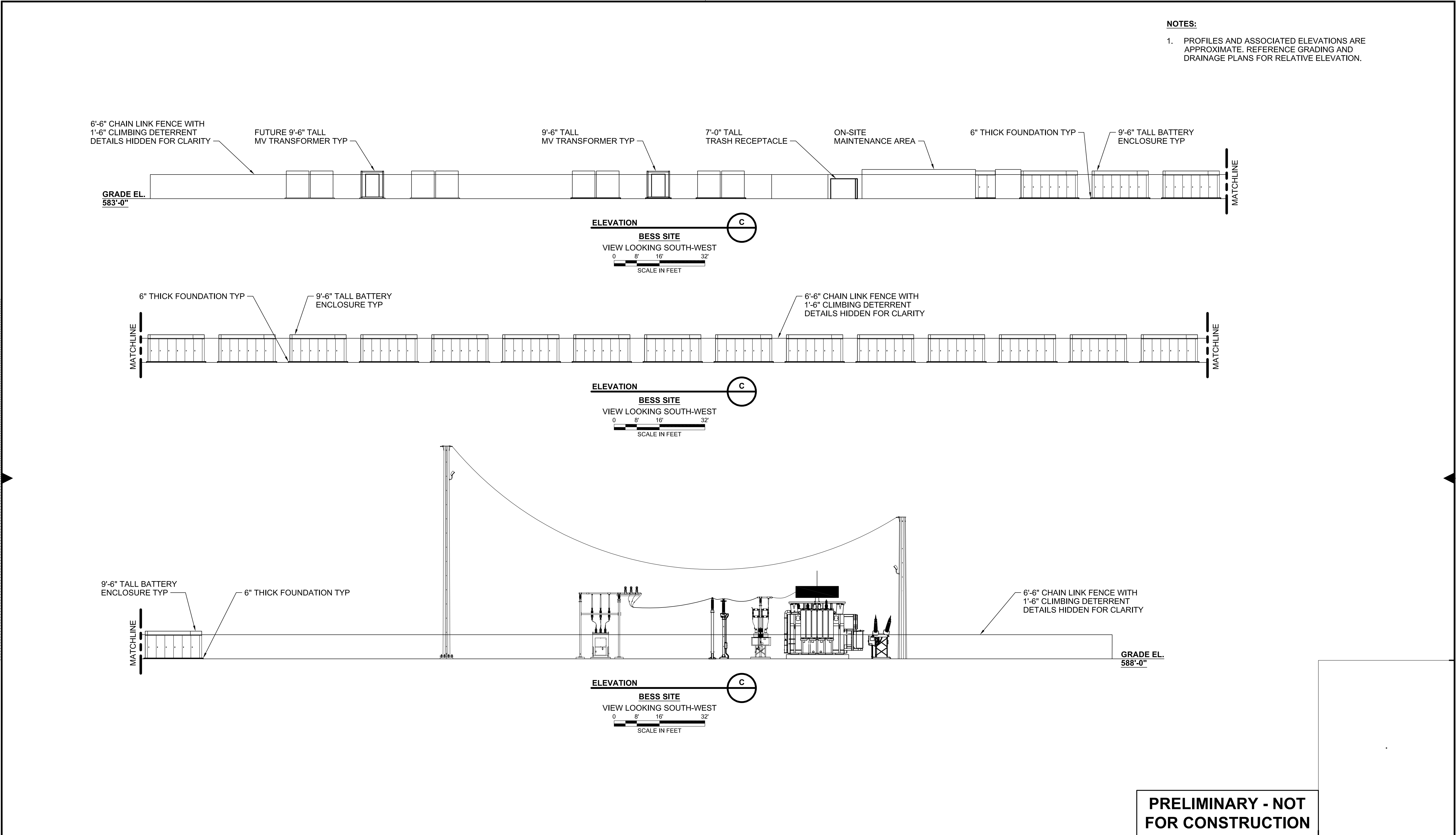
designed	detailed
C. KARNEI	C. KARNEI



BROWN COUNTY, WISCONSIN

TERN ENERGY STORAGE		
200 MW / 800 MWH		
SITE PLAN		
project	contract	
drawing	rev.	
SK101 — B		
sheet 1	of 1	sheets
file TenaskaTernLayout.dwg		

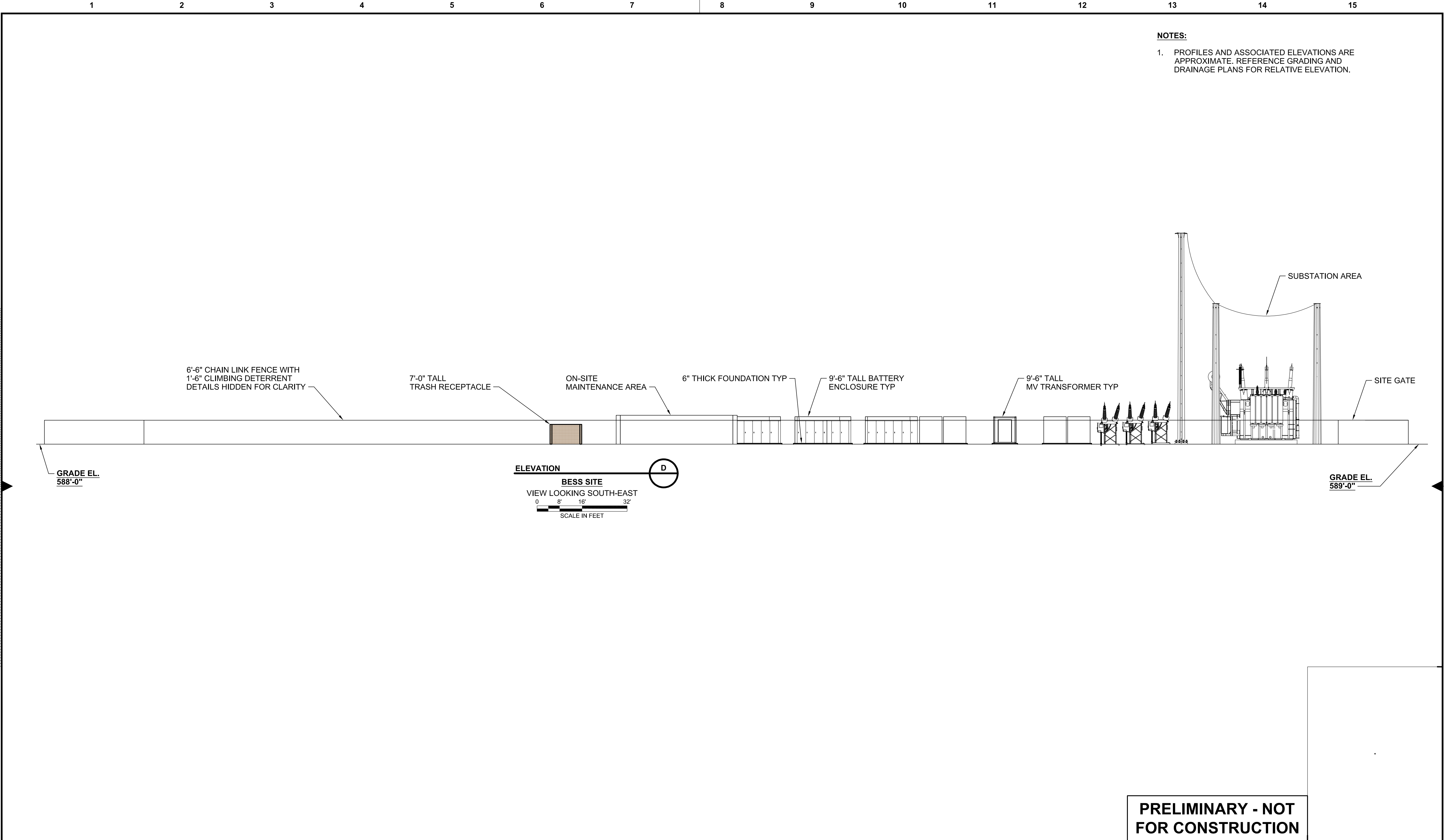




NOTES:
1. PROFILES AND ASSOCIATED ELEVATIONS ARE APPROXIMATE. REFERENCE GRADING AND DRAINAGE PLANS FOR RELATIVE ELEVATION.

PRELIMINARY - NOT FOR CONSTRUCTION

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**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 2020 NORTH QUINCY STREET
(ZP 24-36)**

November 12, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 24-36 and the recommendation of the Plan Commission on November 4, 2024, the City of Green Bay does authorize a Conditional Use Permit (CUP) to allow for the establishment a Battery Energy Storage System (BESS) on 8.1 acres of land located on the southern and eastern portion of the 20-acre property in the General Industrial (GI) zoning district described as follows:

LEGAL DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PRIVATE CLAIM 44; THENCE NORTH 65 DEGREES 21 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID PRIVATE CLAIM 44, A DISTANCE OF 12,410.46 FEET; THENCE NORTH 25 DEGREES 02 MINUTES 17 SECONDS EAST, A DISTANCE OF 140.02 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL IV DESCRIBED IN DOCUMENT 2689500, RECORDED 12/19/2014 IN THE BROWN COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 25 DEGREES 02 MINUTES 17 SECONDS EAST, A DISTANCE OF 235.88 FEET; THENCE SOUTH 65 DEGREES 21 MINUTES 45 SECONDS EAST, A DISTANCE OF 762.78 FEET; THENCE NORTH 25 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 295.27 FEET; THENCE SOUTH 62 DEGREES 43 MINUTES 31 SECONDS EAST, A DISTANCE OF 327.60 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL IV; THENCE SOUTH 25 DEGREES 04 MINUTES 29 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 516.08 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL IV; THENCE NORTH 65 DEGREES 21 MINUTES 45 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL IV, A DISTANCE OF 1090.00 FEET TO THE POINT OF BEGINNING.

SAID LOT CONTAINS 351,318 SQUARE FEET OR 8.065 ACRES, MORE OR LESS.

Said conditional-use permit shall be granted subject to:

1. Compliance with all other regulations of the Green Bay Municipal Code.

Adopted _____

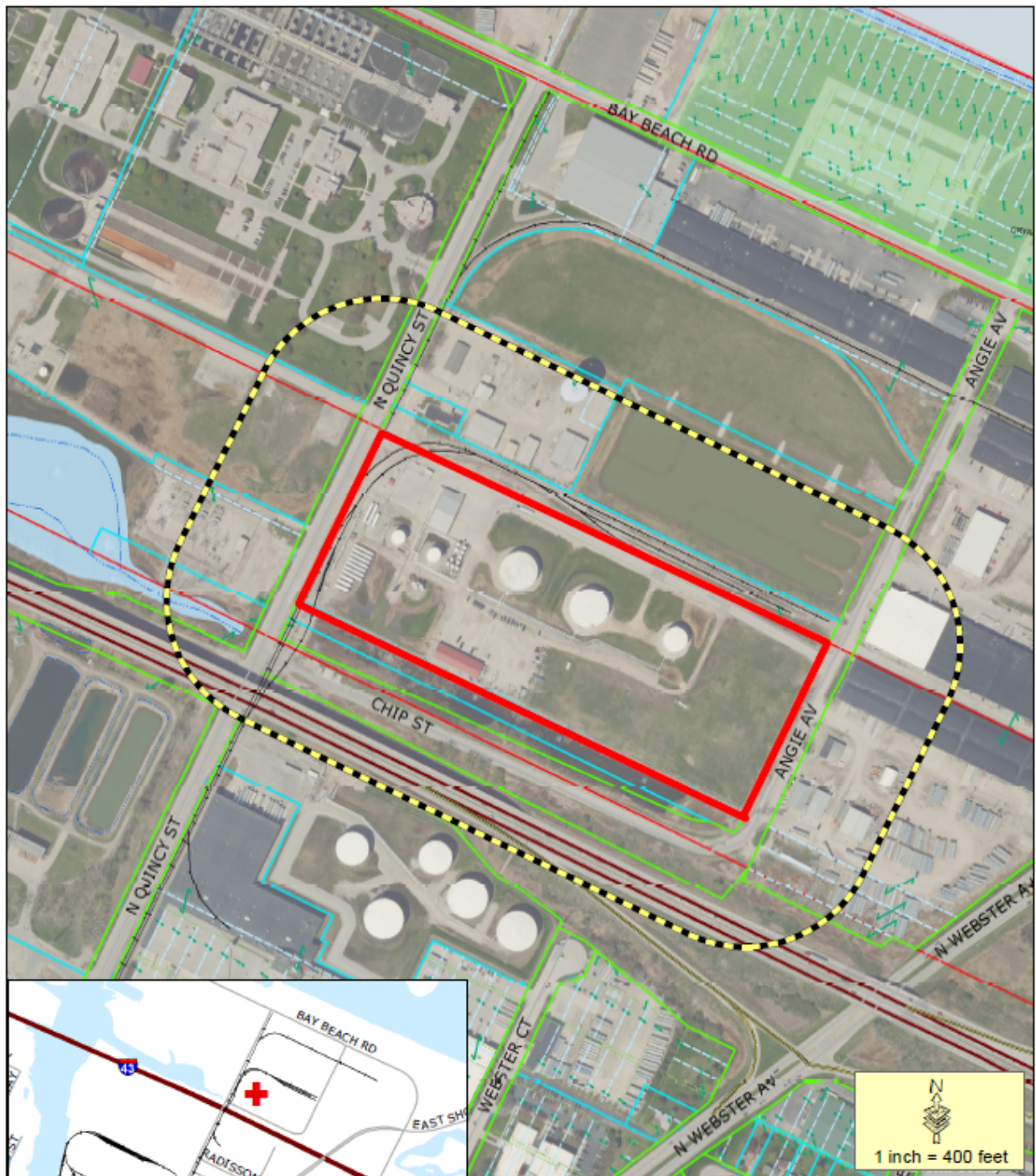
Approved _____

Mayor

Clerk

db:

Attachment – Map



- Proposed CUP
- 400' Property Owner Notice

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

**Zoning Petition (ZP 24-36)
Proposed Conditional Use
Permit (CUP) at
2020 n Quincy Street**





Report to the Green Bay Plan Commission

MEETING DATE

November 12, 2024

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # R.3

To approve the request for a Conditional Use Permit (CUP) to allow a single-family residential property use within the (R3) Varied-Density Residential district at 815 N Webster Avenue. (ZP 24-38 Public Hearing held November 4, 2024).

BACKGROUND

Primary Address: 815 N Webster Avenue

Reason for Request: To allow a single-family residential use within a Varied-Density (R3) Residential District.

Surrounding Zoning and Land Uses:

SUBJECT: Varied-Density Residential (R3) | Vacant Land

NORTH: Varied-Density Residential (R3) | Vacant Land

SOUTH: Varied-Density Residential (R3) | Two-Family Homes

EAST: Low-Density Residential Single-Family Home

WEST: Varied-Density Residential (R3) | Two-Family Home

Comprehensive Plan: The 2022 Smart Growth Plan currently designates this area along the Webster Avenue corridor from Harvey north to Vanderbraak Streets as Public uses. The zoning is not consistent with the Comprehensive Plan.

Report:

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

1. The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
2. The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
3. The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.
4. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
6. Adequate parking facilities as specified in Article XVIII of Section 44-83 within the Municipal Code.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable City ordinances.

The property owner is seeking to create a 1.5 to 2 story single family home on the 6,090 square foot parcel

adjacent to Webster Avenue and an existing alley way. The property is zoned R3-Varied Density Residential. Within R3 zoning, a single family use requires a conditional use permit. The applicant has provided concepts for a house on the property, which consists of a 33' x 53' single-family home with a detached 2-stall garage.

The subject parcel is surrounded by three parcels and a public alley. The neighboring properties on the block range from 5982 square feet to 8814 square feet in size and are narrow in nature. All three neighboring lots have permitted uses within an R3 district as all three are two-family dwellings. The R3 zoning encourages a higher intensity of uses such as 3-4 unit multifamily or larger. However, parcel sizes need to be taken into consideration for appropriate size to accommodate permitted uses.

The existing size of the 6090 square foot parcel is not suitable for multi-family development when adjacent to one- or two-family residential properties in its current size configuration. Because the parcel is adjacent to existing one- or two-family residences, a multi-family building would require 25-foot buffers along the southern and western boundaries, making the lot undevelopable for multi-family purposes. A single- or two-family use is a more appropriate use given the size of the parcel.

Staff feels the CUP is appropriate and believes, given the presence of an alley and the narrow nature of the parcel, a drive entrance should come from the alley rather than Webster. It will offer better options for development of garage use on the site and aid in a more orderly flow of egress to Webster Avenue compared a drive entrance close to an alley or neighboring driveway.

Ald. Proffitt 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, with the following conditions:

1. Driveway access must originate from the alley directly north.
2. CUP is subject to compliance with all other regulations of the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-38 Application
2. ZP 24-38 Concept Plans and Narratives
3. ZP 24-38 Property Map



REQUEST FOR CITY ACTION PLAN COMMISSION

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

Location of Property: 815 N Webster Ave. Green Bay WI 54302-1436
Parcel Number(s): 7-432-1
Petitioner(s): Christian Ortyn S Date: 09/30/24
Email: Ortyaspropertiesllc@gmail.com Phone Number: 920-217-2892
Address: 3328 Paula St. City: Green Bay State: WI Zip: 54311
Property Owner: Ortyas properties LLC Phone Number: 920-217-2892

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, Christian Ortyn S., 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: 9-30-2024

Petitioner Signature(s): _____

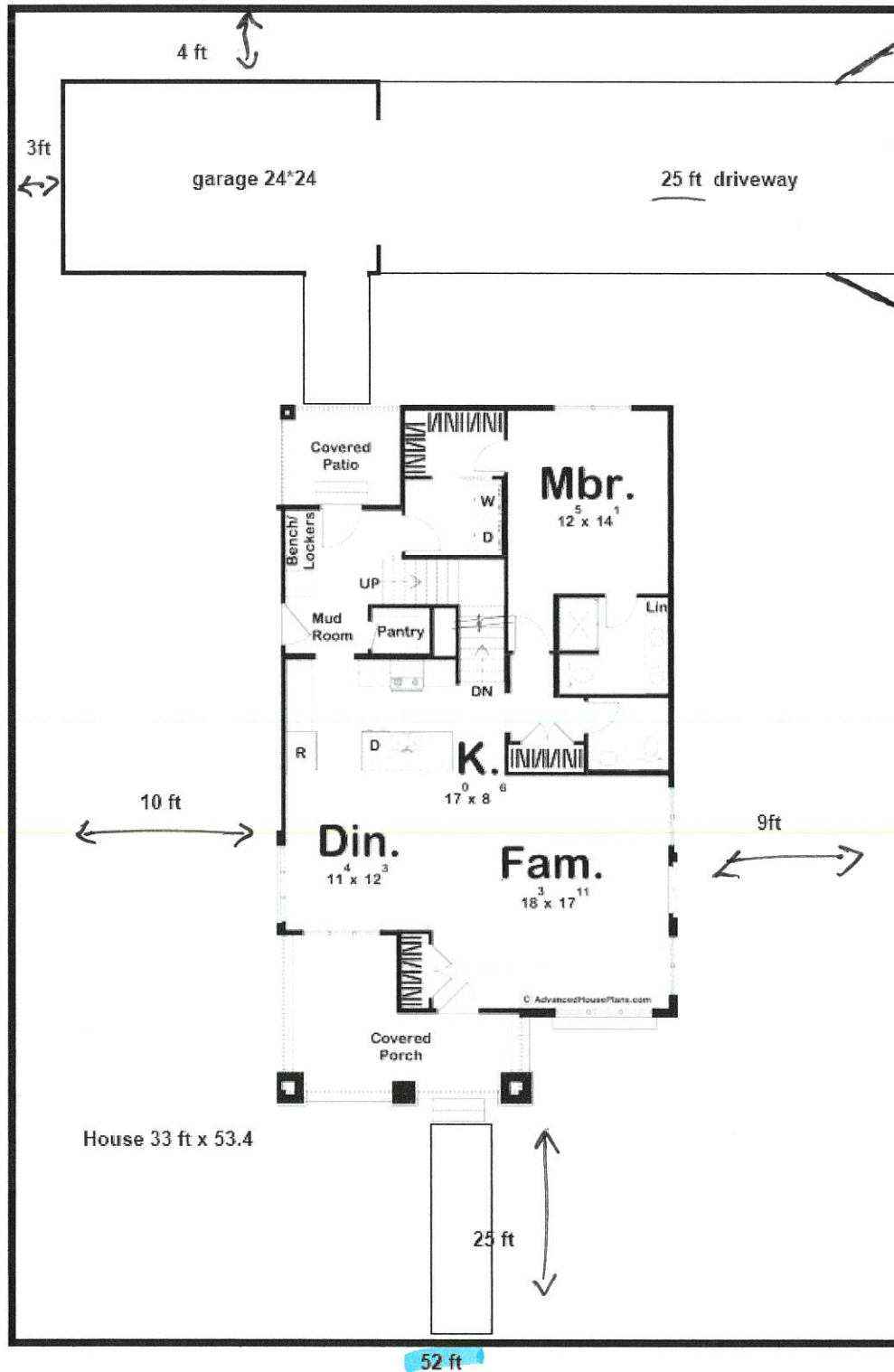
Checklist of required attachments:

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

For office use only:

Review Fee: _____ Receipt No.: _____ Zoning Petition No.: _____

1836 sqf 3 Bed 3 Bath 33' Wide 53'.4" Deep



ALLEY

Webster Ave

815 N Webster - Accepted Offer

1 message

Transaction Coordinator <tc@terryallenrealty.com>
To: ortegaspropertiesllc@gmail.com
Cc: Carin Gardner <carin@terryallenrealty.com>

Mon, Sep 23, 2024 at 10:33 AM

Hello again Christian,

Congratulations on your accepted offer! As you know, my name is Amy and I am the Transaction Coordinator for Terry Allen Realty. I will be assisting you and your agent from this point through closing to ensure a smooth and seamless transaction.

I've provided important dates and accepted offer paperwork for your review. I will be working hard to take care of everything needed to be certain the crucial deadlines highlighted below are met.

Offer Accepted:(all deadlines will run from this date) 9/20/2024***Earnest Money: 9/25/2024****Closing Date: 10/11/2024**

* Please make your earnest money payable to Liberty Title in the amount of \$500 & put the address of the property that you are purchasing in the memo section of your check. You can mail or drop off your check to Liberty Title - 107 N Broadway, Green Bay, WI 54303

You'll find all of the Accepted Offer documents attached to this email. Please keep them for your records!

I understand this is a lot of information - please let me know if you have any questions! **Please confirm receipt of this email and its documents as well!**

We look forward to working with you!

Amy

AMY HALVERSON

Transaction Coordinator

Work Cell: 920.655.6700

Email: tc@terryallenrealty.com

Terry Allen Realty

@TerryAllenRealty

Find us on  

Where we find your dreams a home!

4 attachments

-  **Pre Approval - 815 Webster.pdf**
146K
-  **RANW Addendum A - 815 Webster.pdf**
5533K
-  **Seller refusal condition report - 815 Webster.pdf**
784K
-  **Vacant Land Offer to Purchase - 815 Webster.pdf**
11206K

Bought this lot to build a house for my Mother, want to build a single family home attached are some proposals, may change the look of the house but concept will be the same.

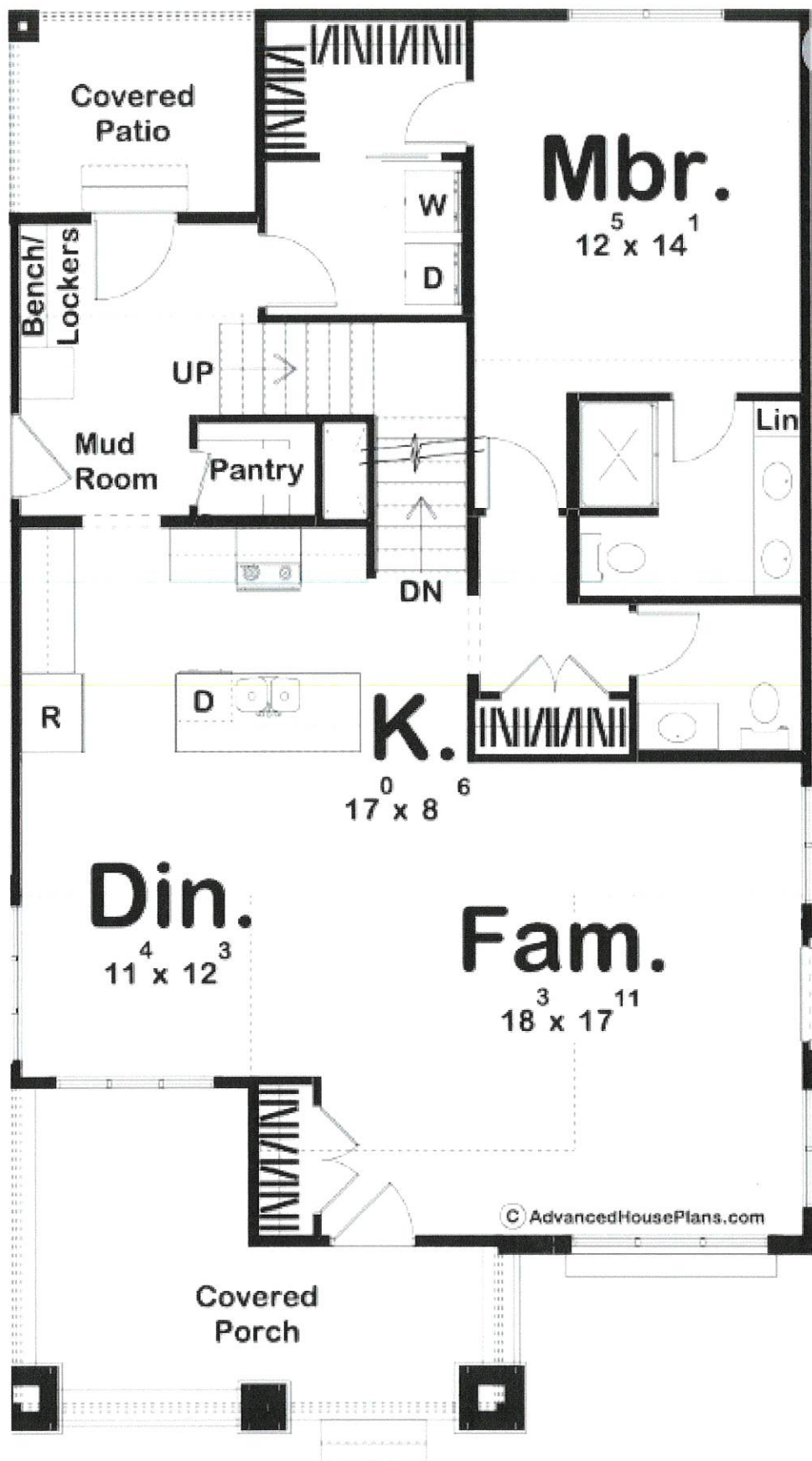
Note: Closing on this lot on 10/11/24 will be under Ortegas properties LLC

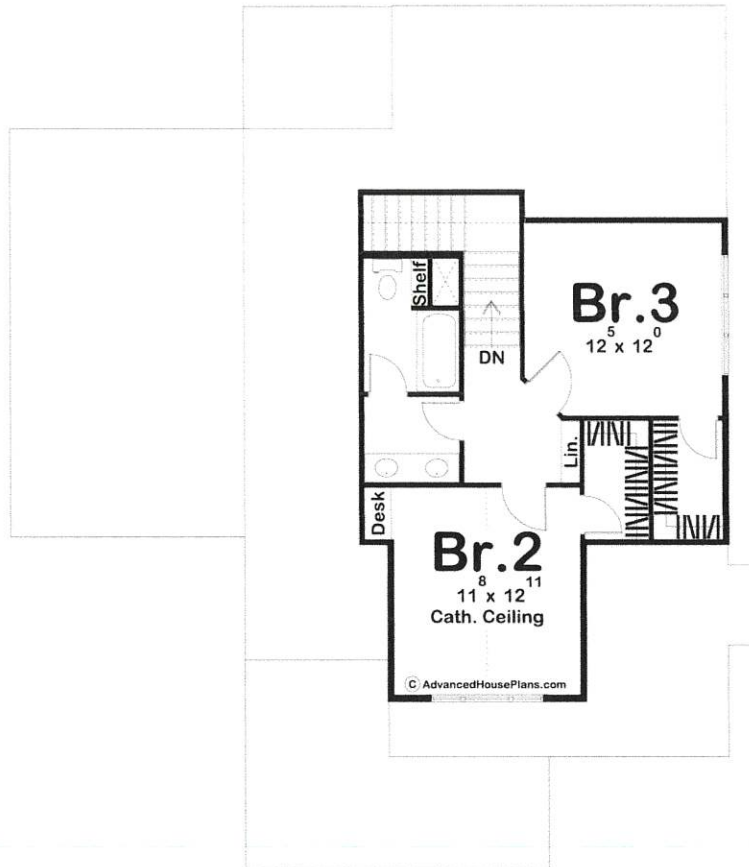


815 N. Webster Ave.

I bought this lot to build a home for
 my 75 years old mother, this will be a
 1.5 story 3bed 2.5 BATH Approx 1836^{sq} living space
 this Design you have a few changes ~~area~~
 but will keep same concept 1.5 - 2 story home
 3B/3B

Main Level





Construction Specs

Layout

Bedrooms	3
Bathrooms	3
Garage Bays	1

Square Footage

Main Level	1290 Sq. Ft.
Second Level	546 Sq. Ft.
Garage	372 Sq. Ft.
Total Finished Area	2412 ⁵⁷⁶ 1836 Sq. Ft.

Exterior Dimensions

Width	47' 0"
Depth	53' 4"
Ridge Height	26'
<i>Calculated from main floor line</i>	

Default Construction Stats
Stats are unique to the individual plan.

Foundation Type	Basement
Exterior Wall Construction	2x4
Roof Pitches	8/12 Primary, 6/12 2/12 Secondary
Foundation Wall Height	9'
Main Wall Height	9'
Second Wall Height	8'

Plan Description

The Martin Court plan gives off a cozy and inviting Crafstman cottage look and mixes in plenty of modern amenities. This house has wonderful curb appeal. Inside the home, the floorplan feels larger than it is with its open concept. The family room, dinette, and kitchen flow seamlessly together. The family room is warmed by a fireplace. The kitchen includes a large island with a flush snack bar. The Master suite is conveniently located on the main floor and includes his/her vanities, a walk-in shower and a walk-in closet with access to the laundry room. Upstairs, you will find 2 bedrooms, bedrooms 2 and 3 share a conveniently located hall bathroom and each has its own walk-in closet. Back on the main floor, the 1 car garage accesses the home through a convenient mudroom.

815 N Webster Ave



Report to the Green Bay Plan Commission

MEETING DATE

November 12, 2024

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # R.4

To approve the request to amend a Planned Unit Development located at 226 Borneman Street. (ZP 24-39 Public Hearing held November 4, 2024).

BACKGROUND

Primary Address: 226 Bornemann Street

Reason for Request: To permit the development of a 56-bed Community Living Arrangement Facility

Subject Parcel Zoning and Land Use: Subject property is part of a Planned Unit Development and currently includes three vacant buildings, previously occupied by a nursing home that included assisted living, skilled nursing, and other related uses.

Surrounding Zoning and Land Uses:

North: General Industrial (GI) | Vacant Land

South: Public Institutional (PI) & Low-Density Residential (R1) | East Side Municipal Garage & Apartment Building

East: Varied-Density Residential (R3) & PUD | Apartment Buildings

West: Light Industry (LI) & Highway Commercial (C2) | Storage & Automotive Uses

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Medium- to High-Density Residential uses. This PUD amendment is consistent with this designation.

Analysis: 226 Bornemann is a 4.492 acre parcel on the City's east side. There is an existing PUD over this parcel, which allowed for the development of the existing buildings and their previous nursing home use. There are three buildings on the parcel, which we will refer to as the North Building, South Building, and the Former Skilled Nursing Building. These buildings are currently vacant with previous use of a nursing home, assisted living, skilled nursing, and associated uses.

The petitioner has submitted an application to reuse the property for a Community Living Arrangement (CLA), which allows three or more adults not related to the operator to reside in a facility and are typically provided with care, treatment, and other services. For this CLA proposal, the operator will be a licensed Community-Based Residential Facility (CBRF), certified as a in-patient residential community substance abuse treatment facility. This is a voluntary treatment facility, like the Jackie Nitschke center. The attached applicant narrative details the services they propose to provide. This business plan aligns with the City's CLA definition and appears to meet municipal code.

The PUD amendment cleans up the initial PUD language to our updated format, allows for the CLA/CBRF use, and details phasing for this project. Phase 1 is proposed to include 28 beds to be operated in the North Building. Phase 2 is proposed to include 28 beds to be operated in the South Building. Both of these phases may involve food preparation services to be completed in the Former Skilled Nursing Building. However,

initially, food services for residents will be delivered from off-site locations and/or catered. Any other additions to the services, beds, or uses on this property will require an amendment to this PUD.

Parking for the site was not presented as part of the applicant's narrative. The Green Bay Municipal Code requires 2 spaces per 3 bedrooms plus 2 spaces per 3 employees on the largest shift. This has been written into the PUD as a requirement.

A neighborhood meeting was held on Tuesday, October 22nd. Seven members of the community attended. Discussion was focused on whom the clientele may be for the facility as well as traffic and parking concerns. The applicant noted that this is a completely voluntary treatment facility, and residents are required to go through a detox program (not at this facility) before entering for treatment. They also noted this is an in-patient facility, so there is limited traffic generated from the use outside of staff.

Ald. Stevens and property owners within 400-feet have been notified of the request. We have received no objections as of the drafting of this report.

RECOMMENDATION

Approval of the request, subject to the draft PUD.

FISCAL IMPACT

ATTACHMENTS

1. Draft Z.O. 24-24 DRAFT PUD Amendment for 226 Bornemann
2. ZP 24-39 Location Map, Exhibit A
3. ZP 24-39 Site-Building Layout, Exhibit B
4. ZP 24-39 Concept Renderings, Exhibit C
5. ZP 24-39 Applicant Narrative
6. ZP 24-39 Application

ZONING ORDINANCE NO. 24-24

AN ORDINANCE AMENDING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR PROPERTY LOCATED AT 226 BORNEMANN STREET (ZP 24-39)

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 amending a Planned Unit Development Overlay District on the following described property, as also depicted on Exhibit A - Location Map:

~~All of Parcel "A", Volume 3 Certified Survey Maps, Page 275, Brown County Records and Part of the North ½ of the Southwest ¼ of the Southeast ¼, Section 32, T24N-R21E, and part of Lots 1 and 12, and all of Lots 2-11 of Block 3 of the recorded plat of "Smith Brothers Garden Addition", City of Green Bay, Brown County, Wisconsin, more fully described as follows:~~

~~Beginning at the Northwest corner of Parcel "A", Volume 3, Certified Survey Maps, Page 275, Brown County Records, thence S89°59'39"E, 202.46 feet along the North line of said Certified Survey Map; thence N00°03'03"E, 200.40 feet along the West line of Block 3, "Smith Brothers Garden Addition" to the South right-of-way of Brooks Street; thence S89°59'39"E, 169.00 feet along said South right-of-way; thence S44°58'18"E, 5.65 feet to the West right-of-way of Berger Street; thence S00°03'03"W, 619.02 feet along said West right-of-way; thence S45°01'27"W, 9.90 feet to the North right-of-way of Mills Street; thence S 89°59'52"W, 360.78 feet along said North right-of-way; thence N45°01'17"W, 9.90 feet to the East right-of-way of Bornemann Street; thence N00° 02'25"W, 422.67 feet along said East right-of-way to the point of beginning. (195,781 square feet or 4.49 acres; Tax Parcel Noss: 21-2595, 21-2594, 21-2593, 21-2591, 21-2590, 21-2589, 21-2588, 21-2587, 21-2585, 21-2582, 21-1222)~~

~~The West 40 feet of Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), all in Block Three (3), according to the recorded Plat of Smith Brothers Garden Addition, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.~~

~~And~~

~~Parcel "A", Volume 3 Certified Survey Maps, Page 275, Map No 823; said map being part of the North ½ of the Southwest ¼ of the Southeast ¼, Section Thirty-two (32), Township Twenty-four (24) North, Range Twenty-one (21) East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.~~

~~And~~

~~The South 211.25 feet of the East 173 feet of that part of the Southwest ¼ of the Southeast 1/4, Section Thirty-two (32), Township Twenty-four (24) North, Range Twenty-one (21) East, lying West of the said Smith Brothers Garden Addition and North of the North line of Mills Street, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.~~

~~And~~

That part of the North ½ of the Southwest ¼ of the Southeast ¼, Section Thirty-two (32), Township Twenty-four (24) North, Range Twenty-one (21) East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, more particularly described as follows: Commencing at the Southwest corner of Lot 1, Block Three (3), of Smith Brothers Garden Addition and running thence North 89°59'57" West along the North line of Mills Street, a distance of 202.32 feet to the Northeast corner of Schober Street (n/k/a Bornemann Street) and Mills Street and the point of beginning of this description; thence North 0°03'03" East along the East line of said Schober Street (n/k/a Bornemann Street), a distance of 211.25 feet; thence South 89°59'57" East, a distance of 29.32 feet; thence South 0°03'03" West, a distance of 211.25 feet to North line of Mills Street; thence North 89°59'57" West along said North line of Mills Street, a distance of 29.32 feet to the point of beginning; except part described in Jacket 3482 Records Image 43.

And

Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), except the Westerly Forty (W'ly 40) feet thereof, all in Block Three (3), according to the recorded Plat of Smith Brothers Garden Addition, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, except part described in Jacket 3482 Records Image 43.

And

Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), all in Block Three (3), according to the recorded Plat of Smith Brothers Garden Addition, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, except part described in Jacket 17377 Records Image 7.

Tax Parcel: 21-1222

Land Area: Comprises approximately 195,659 square feet / 4.492 acres

SECTION 2. Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as it applies, the following conditions are imposed:

- A. Purpose and Intent. The amended Planned Unit Development (PUD) is being utilized to permit the expansion of uses within the PUD, specifically to allow for a group living facility. The overall appearance and design of the site and improvements shall comply with the attached Exhibits and as regulated within this PUD.
- B. Development Site. The area included within this PUD consists of all land included at 226 Bornemann Street (Parcel Number 21-1222). A PUD amendment shall be required for any future changes that do not comply with this PUD.
- C. Land Use Regulations. The principal and accessory land uses which may be established are as follows:
 - 1. Nursing Homes.
 - 2. ~~Permitted Community Based Residential Facilities (CBRFs) as approved previously by the City of Green Bay as effective as of adoption of this ordinance.~~

3. Community Living Arrangement defined as a facility licensed, operated, or permitted by the State of Wisconsin that is a facility where three or more adults, not related to the operator, reside and are typically provided with care, treatment, or services above the level of room service, which may include prescribed personal care. This definition includes Community Living Arrangements (CLAs), Community Based Residential Facilities (CBRFs), and Adult Family Homes (AFHs) as defined by Wisconsin State Statutes, but does not include transitional housing, nursing homes, prisons, jails, correctional facilities, convents, monasteries/seminaries, or educational institutions and related student housing.
 - a. Based on the resident capacity, community living arrangements shall provide adequate living space in compliance with the most restrictive of the dormitory standards of Article XVI and Chapter 8 of Green Bay Municipal Code and applicable state administrative codes.
 - b. A community living arrangement may be considered a dormitory as defined and regulated within the Green Bay Municipal Code.
 - ~~4. Community living arrangements shall be permitted in accordance with Sec. 62.23(7)(i), Wis. Stats., and Sec. 13.03(11), Green Bay Municipal Code.~~
 - ~~5. The Phase 1 expansion is to include 15 suites, kitchen facilities, dining area, laundry, a multi-purpose room, office space and a mechanicals room.~~
 - ~~6. Any future expansion will require a Planned Unit Residential District amendment.~~
 - ~~7. A 20 bed CBRF located in the 201 block of Berger Street.~~
 8. Accessory use(s) are permitted and shall abide by all building setback requirements.
- D. Prohibited Uses. Land uses not listed in Section C shall be considered prohibited uses within this PUD. A PUD amendment is required for any additional uses.
- E. Project Phasing: The proposed project shall be allowed in phases as detailed below and that substantially comply with Exhibit B:
1. Phase One (28 beds): Operate a 28-bed residential facility to be located in the North Residential Building.
 2. Phase Two (28 beds): Operate an additional 28-bed residential facility to be located in the South Residential Building.
 3. Phase 3: Any additional phases, including facility expansion into the previous nursing home building, will require an amendment to this PUD.
 4. The Skilled Nursing building is allowed to be used in any phase as a commercial kitchen facility at the discretion of the property owner. If no

commercial kitchen facility exists on site, catering services can be used in lieu of a commercial kitchen.

F. Dimensional and Area Requirements. Dimensional and area requirements for principal structure on the subject property shall generally comply with Exhibit B and be regulated as follows:

1. Setbacks. Setbacks shall be established in conformity with the approved site plan. In no case shall setbacks, from all public street frontages, be less than as follows:
 - a. Front Yard Setback (Bornemann Street): Setbacks for all buildings shall be no less than 25' from the property line.
 - b. Rear Yard Setback (Berger Street): Setbacks for all buildings shall be no less than 15' from the property line.
 - c. Side Yard Setback (Mills & Brooks Streets): Setbacks for all buildings shall be no less than 10' from the property line.
 - d. Parking Lot Setback: Setbacks for all parking areas shall be no less than 10' from the property line.
2. Dimensional and area provisions, including accessory buildings, shall be regulated under the Varied-Density Residential (R3) Zoning District.

G. Architectural Design. All building elevations shall substantially comply with Exhibit C and subject to the following requirements:

1. No building within the development shall exceed one story or 35' in height, from grade to peak of roof.
2. Building facades shall be constructed of and contain brick, brick window sills, brick soldier courses, vinyl siding, aluminum soffit, fascia and gutter system, and asphalt roof shingles.
3. All rooftop and ground level mechanical equipment shall be screened from public view using architectural treatments consistent with the overall design of the structure.

H. Signage. All signs on the subject property shall conform to ~~Table A (R3/R4 Multi-Family), Sec. 13.36, Green Bay Municipal Code.~~ the standards as set forth within Chapter 30 of the Green Bay Municipal Code for the Office Residential Zoning District.

I. Access, Circulation, and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code, and the following standards:

- ~~1. Parking shall be provided for guests and residents of the proposed development as specified in Sec. 13.41, Green Bay Municipal Code.~~
2. Parking shall be provided within 1,000' feet on the property and with the following calculation:
 - a. Two (2) spaces for every three (3) bedrooms PLUS

- b. Two (2) spaces per every three (3) employees on the largest shift
- 3. All parking areas are to be paved bituminous or concrete.
- ~~4. The southernmost drive along the west side of Berger Street shall be closed to City standards.~~
- ~~5. Handicapped parking spaces shall be made available as outlined in the Wisconsin Handicapped Parking Requirements (ADAAG 4.1.2).~~
- ~~6. Landscaping and Parking Maintenance. All maintenance and upkeep of landscaping, internal drives and parking areas within the PURD are the sole responsibilities of the Developer.~~
- J. Lighting. Lighting shall be provided within the development by the inclusion of two types of lighting elements - freestanding elements at various locations on the site and building wall mounted lighting elements on the structures as detailed below:
 - 1. Freestanding lighting elements shall not exceed 12' in overall height.
 - 2. Building wall mounted lighting elements shall consist of a traditional light fixture.
 - 3. All exterior lighting shall be retained on site and shielded from all properties.
 - 4. All lighting within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article V of the Green Bay Municipal Code.
- K. Refuse and Mechanical Equipment. All refuse areas are to be enclosed with a cedar board-on-board fence, impervious to sight. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.
- L. Landscaping and Transitional Yards. ~~A detailed landscape plan shall be submitted to and approved by the City prior to issuance of occupancy. Landscaping shall be completed in whole with the completion of the development.~~ Landscaping within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.
- ~~M. Stormwater Management. A stormwater management plan, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City.~~
- N. Compliance with all the regulations of the Green Bay Municipal Code not covered under the PUD. If not covered as part of this PUD, the base zoning for the parcel shall be considered Varied-Density Residential (R3).
- ~~O. The consolidation of the following parcels into one tax parcel: 21-2595, 21-2594, 21-2593, 21-2591, 21-2590, 21-2589, 21-2588, 21-2587, 21-2585, 21-~~

~~2582, 21-1222.~~

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit, and the plans identified therein, had been set forth in its entirety in the body of this ordinance.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, 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

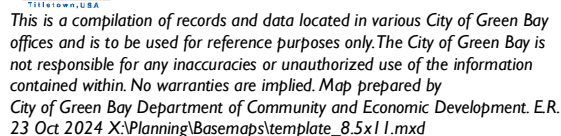
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Attachments:

Exhibit A - Location Map

Exhibit B – Site-Building Layout

Exhibit C - Conceptual Plans



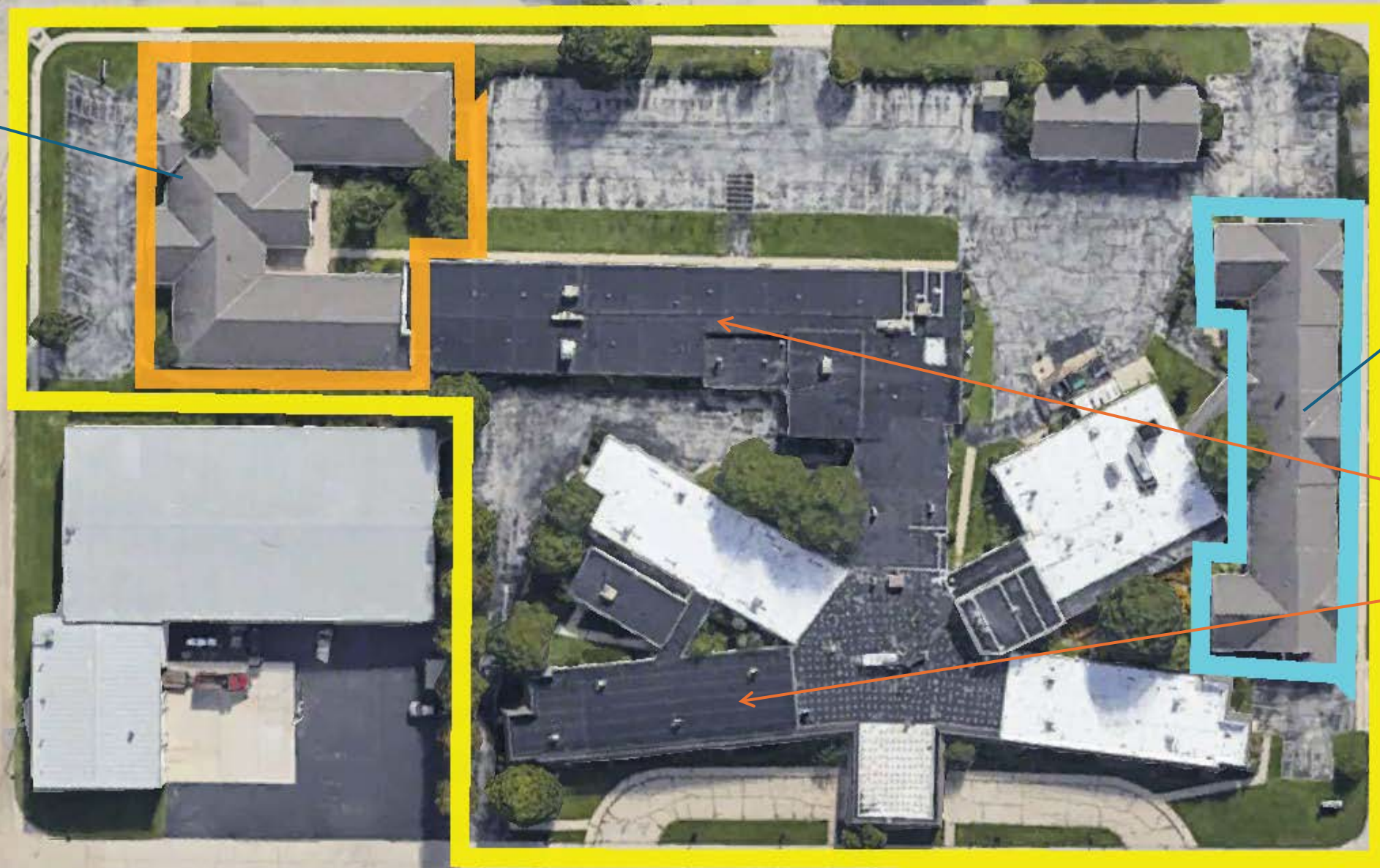
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-  226 Bornemann Street
-  400' Notification Area

**North
Building**

**South
Building**

**Former
Skilled
Nursing
Facility**





CONCEPT PLANNING

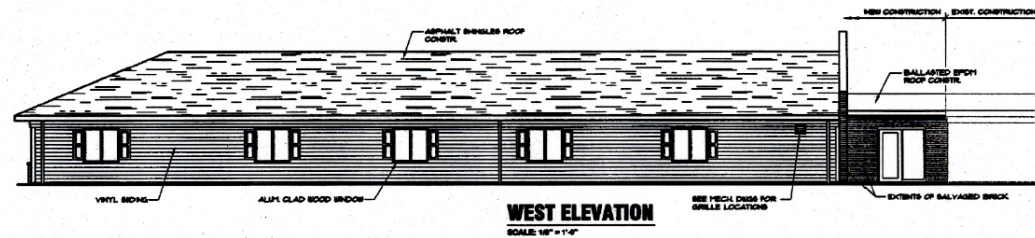
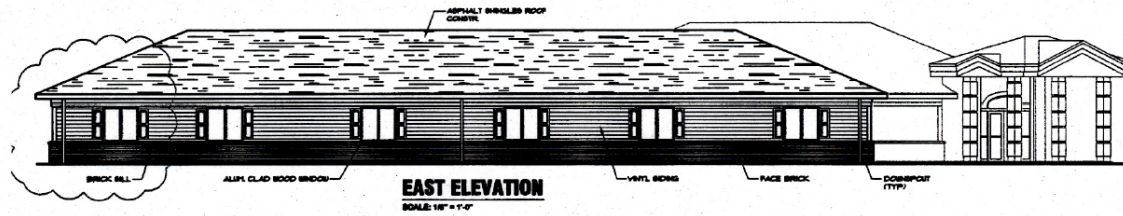
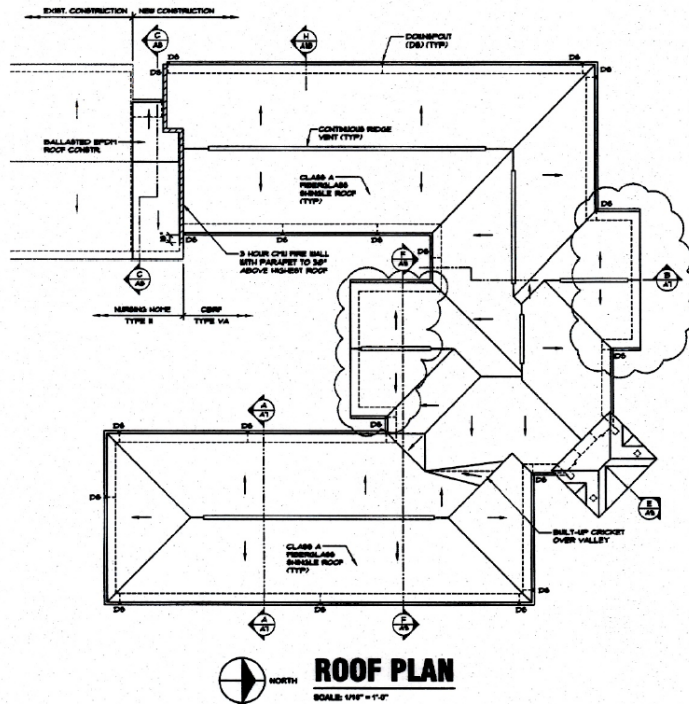
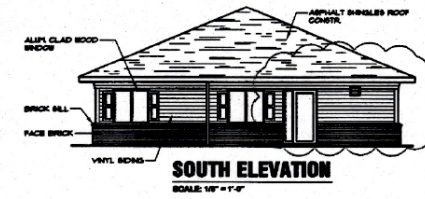
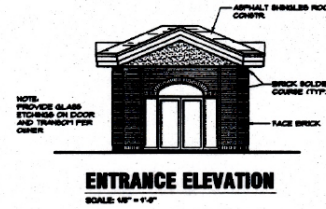
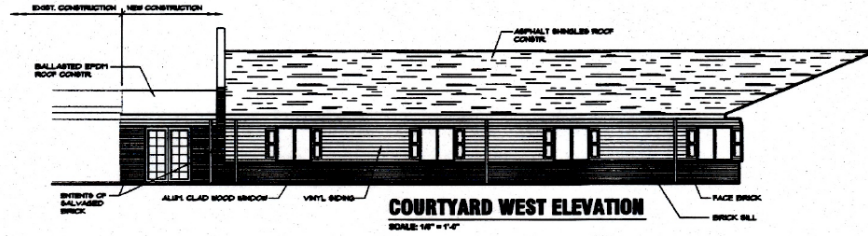
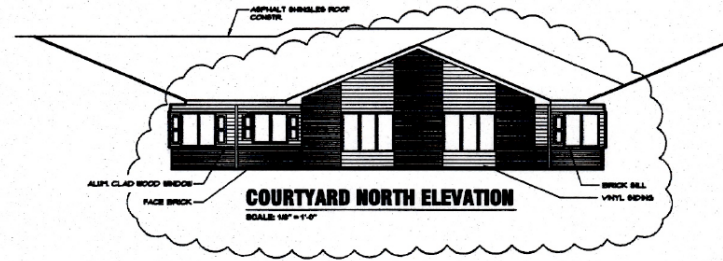
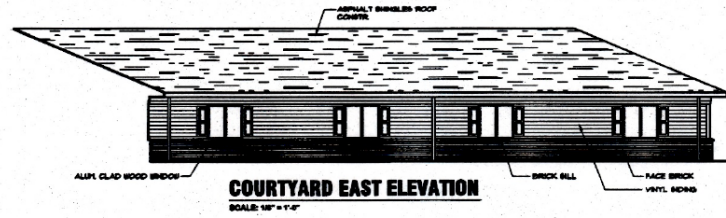
Summit Behavioral Health Green Bay, WI

North & South Residential



CONCEPT PLANNING

Summit Behavioral Health Green Bay, WI North Residential

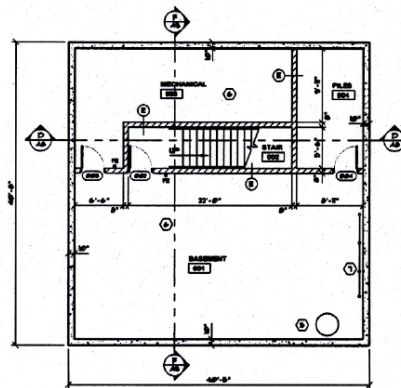
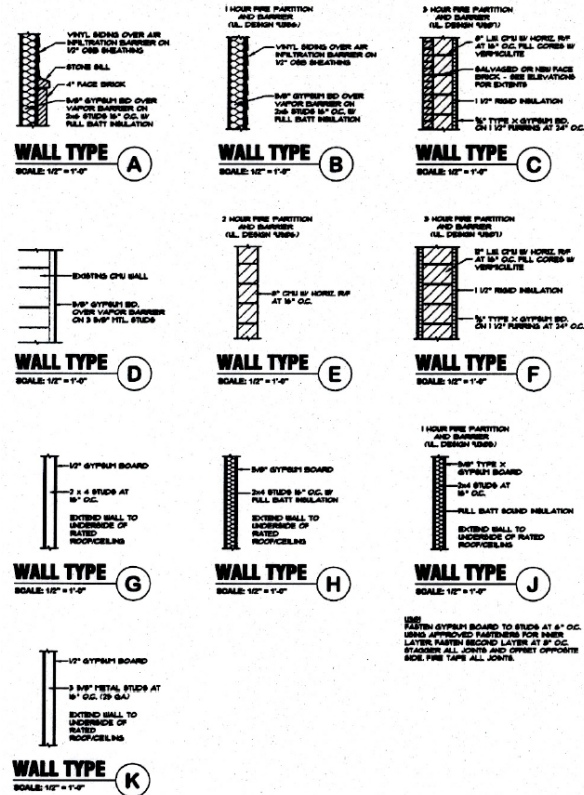




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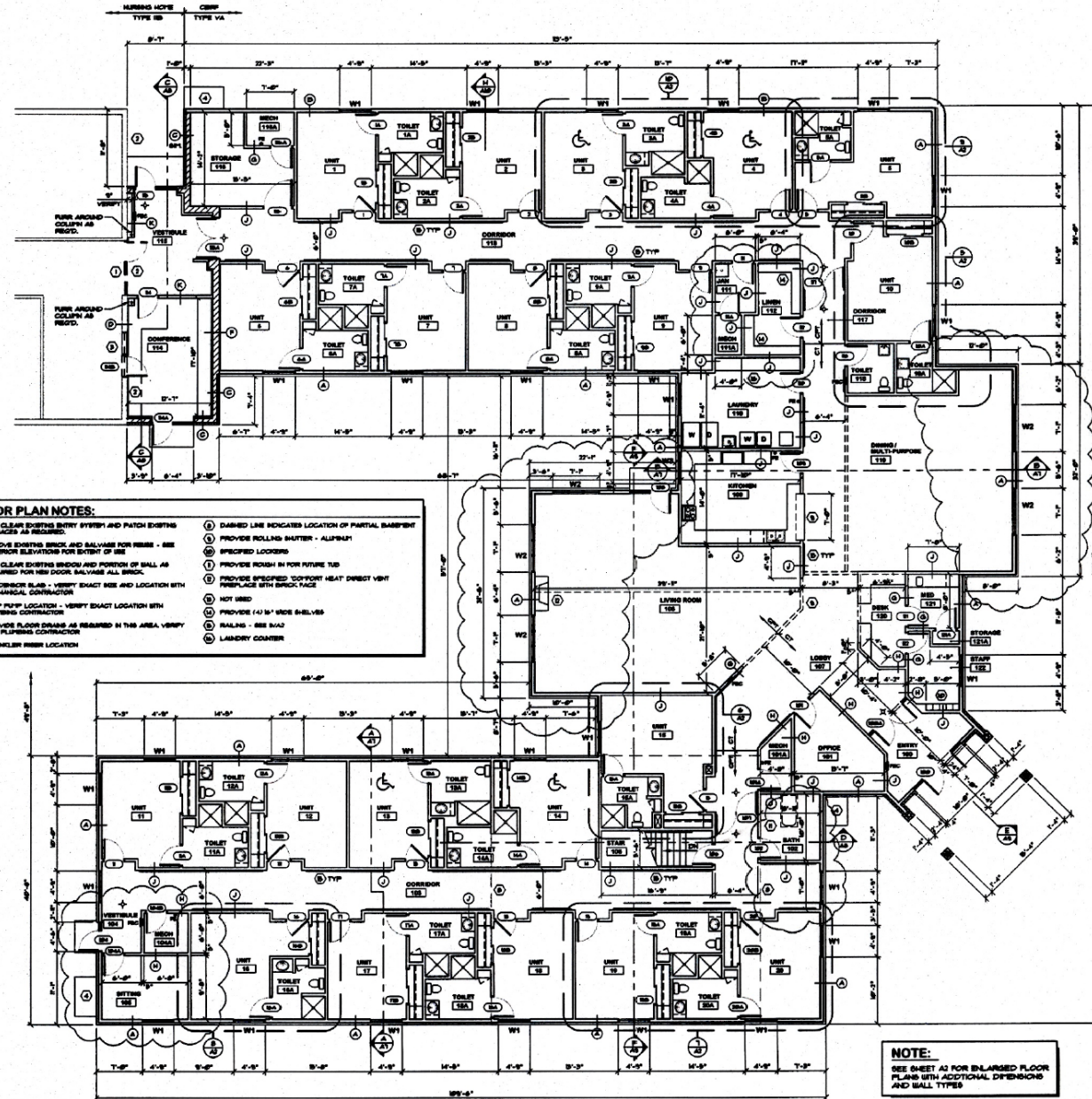
Summit Behavioral Health Green Bay, WI

North Residential



BASEMENT PLAN
SCALE: 1/8" = 1'-0"

- FLOOR PLAN NOTES:**
1. SITE CLEAR EXISTING ENTRY SYSTEM AND PATCH EXISTING SURFACES AS REQUIRED.
 2. REMOVE EXISTING BRICK AND SALVAGE FOR REUSE - SEE EXTERIOR ELEVATIONS FOR EXTENT OF USE.
 3. SITE CLEAR EXISTING BRICKS AND PORTION OF WALL AS REQUIRED FOR NEW DOOR SALVAGE ALL BRICK.
 4. CONCRETE SLAB - VERIFY EXACT SIZE AND LOCATION WITH FOUNDATIONAL CONTRACTOR.
 5. GYP-SM BOARD LOCATION - VERIFY EXACT LOCATION WITH PLUMBING CONTRACTOR.
 6. PROVIDE FLOOR DRAINS AS REQUIRED IN THIS AREA, VERIFY WITH PLUMBING CONTRACTOR.
 7. SPRINKLER RISER LOCATION.
 8. DASHED LINE INDICATES LOCATION OF PARTIAL BARRIER.
 9. PROVIDE ROLLING SHUTTER - ALUMINUM.
 10. SPECIFIED LOCKING.
 11. PROVIDE ROUGH IN FOR FUTURE TUB.
 12. PROVIDE SPECIFIED COFFERT HEAT DIRECT VENT PREFABRICATE WITH BRICK FACE.
 13. NOT USED.
 14. PROVIDE (4) 1/2" WIDE SHELVES.
 15. RAILING - SEE S42.
 16. LAUNDRY COUNTER.



NOTE:
SEE SHEET A2 FOR ENLARGED FLOOR PLANS WITH ADDITIONAL DIMENSIONS AND WALL TYPES

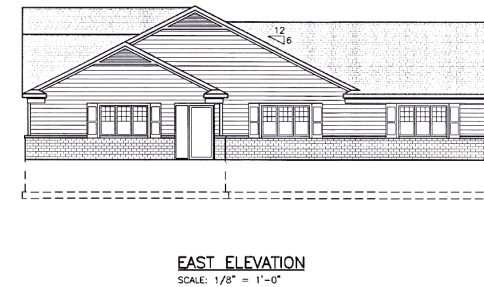
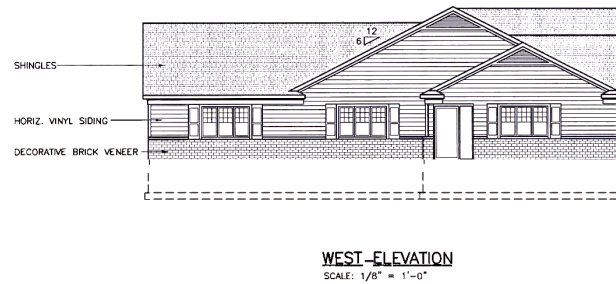
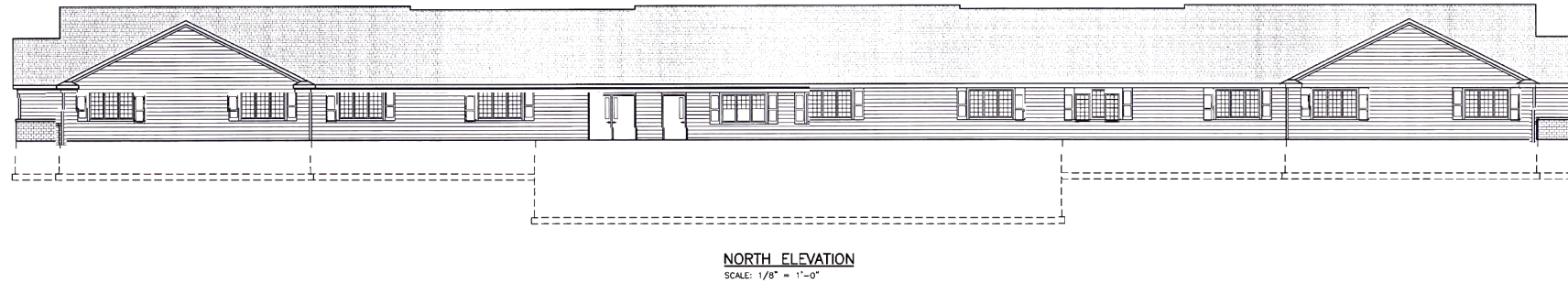
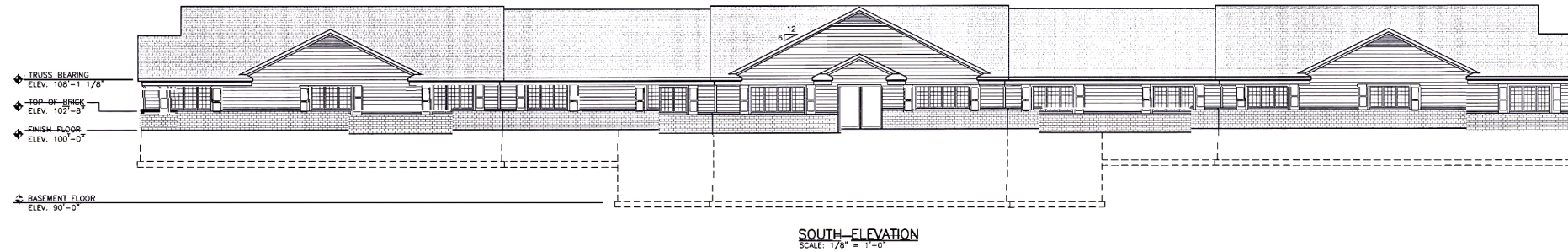
FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



CONCEPT PLANNING

Summit Behavioral Health Green Bay, WI

South Residential





Summit Behavioral Health

Green Bay, WI

South Residential





Applicant: SBH-Green Bay LLC dba Willow Creek Behavioral Health
Summit Behavioral Healthcare, LLC/Summit BHC

Submitted to: Green Bay City Planning and Zoning

Contact: Alison Denil, Facility CEO: (920) 328-1227
John Flanagan, VP Development: (214) 240-9476

Summary of Proposed Use

Summit BHC will purchase, renovate and convert a 68,000 sq ft building, formerly a Skilled Nursing Facility located at 226 Bornemann, Green Bay, Wisconsin. The facility will be licensed by the State of Wisconsin DHS as a community-based residential facility (CBRF) under Chapter 50 of Wis. Stats. and Admin Rule DHS 83, certified as a residential community substance use treatment facility (DHS 75), and will be CARF-accredited.

This facility will provide access to care for adults, young and old, struggling with the devastating effects of addiction. The Summit BHC facility will provide withdrawal management, harm reduction, rehabilitation and residential services for individuals in care. The treatment programming will follow ASAM criteria. Those admitted to service will be struggling with Opioid abuse disorder, alcoholism, other substances such as benzodiazepines.

The facility will do modifications to the inside of the building. These renovations will be to assure enough space is available for group therapy, art therapy, music and movement therapy. Summit BHC will provide dietary services, update the kitchen and dining area, and acquire the appropriate license to provide meals and dietary services on-site.

About Summit Behavioral Healthcare

Our Mission

Summit BHC is dedicated to treating those battling addiction, as well as their families. We provide a high standard of client care through evidence-based and holistic treatment, to help our clients reach their full potential. Our mission is to, *"improve the lives we touch"*.

Addiction is a complex and progressive disease in which individuals are bound by dependence on substances manifesting both physical and behavioral phases and symptoms. Addiction is not the result of a moral consequence, a character weakness, or the result of external factors/problems.

We Believe....

- 1) Addiction is a chronic and progressive treatable, rather than curable disease.
- 2) We can identify and arrest the progression of the disease.
- 3) Addicted individuals have the potential for success in achieving continuous abstinence.

Our Values

We are committed to:

Honesty. We work with integrity and fairness.

Competence. We strive to be the best and hold ourselves accountable.

Perseverance. We meet challenges with the resolve to succeed.

Passion. We are passionate about what we do, each other and who we serve.

Respect. We honor the human dignity of everyone we work with.

Teamwork. We succeed, and have fun, by pulling together.

The Levels of Care Provided

- ASAM Criteria is utilized to determine and guide individuals to and through the appropriate levels of care, starting with the intake/admission process. The facility will be available 24-7, 365 days a year to provide access to care through our admissions department. Expanding prevention, harm reduction, treatment, and recovery services for people in Wisconsin with opioid use disorder and other substance use disorders.

Residential:

- Level 3.1 – Clinically Managed, Low-Intensity RES – typically provides 24-hour living support and structure with available trained personnel, offering at least 5 hours of clinical services per week.
- Level 3.3 – Clinically Managed, Population Specific High Intensity RES – typically offers 24-hour care with trained counselors to stabilize imminent danger along with less intense milieu and group treatment for those who may not be able to engage in the full active milieu or therapeutic community.
- Level 3.5 – Clinically Managed, Medium-Intensity RES – provides 24-hour care with trained counselors to stabilize multi-dimensional imminent danger and prepare for a community-based treatment setting. Individuals can tolerate and utilize the full milieu or therapeutic community. This is our most common level of care provided, as “residential”.
- Level 3.7 – Medically Monitored, High-Intensity Inpatient – medically monitored withdrawal management which provides 24-hour nursing care with a physician’s availability for significant problems in Dimension 1,2, or 3. Individuals require medication and/or increased monitoring and withdrawal management. This is our “detox” level of care.

If after opening the inpatient programs, Summit BHC may want to open an outpatient clinic providing the levels of care described below.

Outpatient:

- Level 1 – Outpatient – typically consists of less than 9 hours of services per week for adults. Can be delivered in a wide variety of settings.
- Level 2.1 – Intensive Outpatient – typically consists of 9 or more hours of services per week to treat multi-dimensional instability. Also known as “level 2” and delivers services that are capable of meeting complex needs common in addiction.
- Level 2.5 – Partial Hospitalization – typically consists of 20 or more hours of services per week for multi-dimensional instability that does not require 24-hour care. It is an organized outpatient service, also known as “day treatment”.

Summit BHC, founded in 2013 operates 26 Inpatient residential treatment centers across the United States. Summit BHC's programming continues to implement evidenced based treatment, staying up to date on proven interventions both therapeutically and medicinally. Additionally, we share best practices across the platform.

Age Range of Patients to Whom Care Will be Provided

Summit BHC will serve male and female adults, age 18 and older.

Classification of Chemical Dependencies to be Treated

Patients will meet admission criteria if their substance use meets the criteria for any of the DSM V Substance abuse disorders, including:

- Alcohol Substance Abuse Disorder
- Opioid Substance Abuse Disorder
- Sedative, Hypnotic, & Anxiolytic Substance Abuse Disorder
- Cocaine Substance Abuse Disorder
- Inhalant Substance Abuse Disorder
- Amphetamine Substance Abuse Disorder
- As well as any combination of the above

Patients who meet the criteria of the DSM V Substance Abuse Disorder AND show imminent signs of or are at significant risk experiencing detoxification symptoms will be admitted to the medically monitored detoxification level of care.

The Geographic Area Served

The facility will be located within the Green Bay, WI city limits. The services provided will serve individuals from the Green Bay MSA, a population of nearly 321,000.

The population(s) to be served

The need for additional substance use treatment services in Wisconsin is extensive. The Wisconsin Mental Health and Substance Use Needs Assessment 2019 provides the most recent data which identifies 8.5% of Wisconsin residents age 18 years and older have a substance use disorder. The use of alcohol, opioids, methamphetamine, and other substances requires intensive treatment and recovery programming for success, however the available services within the state are unable to meet the needs, resulting in a substance use disorder statewide treatment gap of 69%. The proposed facility will be located in Brown County, Wisconsin. According to the 2024 Brown County Community

Health Needs Assessment, 25% of adults reported excessive alcohol consumption, 36% of motor vehicle crash deaths involved alcohol, overdose deaths continue to rise, and drug and DUI arrests are climbing year over year. The project is a large facility that will be able to directly impact the treatment gap and improve access to care for Wisconsinites.

Project design

Provided that the necessary approvals are obtained, Summit BHC will be purchasing a former Nursing Home and Assisted living facility at 226 Bornemann Drive in Green Bay, WI. The facility had major challenges recovering from the impact of Covid and has been closed for some. Summit BHC has the facility under an LOI and is working through the Purchase Sale Agreement. Initially we plan to convert two of the buildings heretofore referred to as the North Building and the South Building. These facilities were where the higher functioning assisted living residents lived. Both buildings will require some renovation. Starting with the North Building, we will complete renovations which will create 28 beds for potential individuals along with treatment areas for programming. The South building will be renovated as well and offer an additional 28 beds. Summit BHC will be seeking approval from the Green Bay planning and zoning authority to allow for the treatment program and services to go forward under the prior approved zoning umbrella. Summit BHC will seek state licensing, and CARF accreditation, holding Summit BHC accountable to adhere to all the expectations of both local, state and federal guidelines.

Both the North Building and South Building were licensed as CBRF facilities by a prior user. Summit BHC is not aware of any site or building conditions, such as parking, landscaping, or setbacks, that would violate existing Site Related Regulations.

Phase One (28 beds):

Purchase, renovate and operate a 28-bed residential CBRF facility to be located in the North Residential Building. Summit BHC will either partially renovate the existing nursing home building, with all necessary approvals, to allow the kitchen facilities to be used for meal preparation for the North Building residents or will utilize catering services to serve North Building residents.

Phase Two (28 beds):

Renovate and operate an additional 28-bed residential CBRF facility to be located in the South Residential Building, as dictated by facility census growth. As with the North Building, using the kitchen facilities located in the existing nursing home building to serve North and South Building residents is desirable and could be pursued pending all necessary approvals and project costs.

Phase 3:

Assuming that the census grows as expected, the third phase will involve completing the renovation of the nursing home building . Additional CBRF residential beds could be added up to the City's CBRF ward limits (understood to be one percent of ward population) with the remainder of the facility to be used for affiliated purposes including outpatient clinic, managerial and related uses.

Legal Description

The West 40 feet of Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), all in Block Three (3), according to the recorded [PLAT OF SMITH BROTHERS GARDEN ADDITION](#), in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

And

Parcel "A" of [CERTIFIED SURVEY MAP NO. 823](#) recorded in the Office of the Register of Deeds for Brown County, Wisconsin on December 23, 1969, in Volume 3 of Certified Survey Maps, Page 275 as Document No. 704958; said certified survey map being part of the North 1/2 of the Southwest 1/4 of the Southeast 1/4, Section Thirty-two (32), Township Twenty-four (24) North, Range Twenty-one (21) East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

And

The South 211.25 feet of the East 173 feet of that part of the Southwest 1/4 of the Southeast 1/4, Section Thirty-two (32), Township Twenty-four (24) North, Range Twenty-one (21) East, lying West of the said SMITH BROTHERS GARDEN ADDITION and North of the North line of Mills Street, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

And

That part of the North 1/2 of the Southwest 1/4 of the Southeast 1/4, Section Thirty two (32), Township Twenty-four (24) North, Range Twenty-one (21) East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, more particularly described as follows: Commencing at the Southwest corner of Lot 1, Block Three (3), of Smith Brothers Garden Addition and running thence North 89°59'57" West along the North line of Mills Street, a distance of 202.32 feet to the Northeast corner of Schober Street (n/k/a Bornemann Street) and Mills Street and the point of beginning of this description; thence North 0°03'03" East along the East line of said Schober Street (n/k/a Bornemann Street), a distance of 211.25 feet; thence South 89°59'57" East, a distance of 29.32 feet; thence South 0°03'03" West, a distance of 211.25 feet to North line of Mills Street; thence North 89°59'57" West along said North line of Mills Street, a distance of 29.32 feet to the point of beginning; except part described in Jacket 3482 Records Image 43.

And

Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), except the Westerly Forty (W'ly 40) feet thereof, all in Block Three (3), according to the recorded [PLAT OF SMITH BROTHERS GARDEN ADDITION](#), in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, except part described in Jacket 3482 Records Image 43.



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: 226 Borneman St Green Bay WI

Parcel Number(s): (Parcel # 21 -1222)

Petitioner(s): Summit BHC Date: 10-09-2024

Email: john.flanagan@summitbhc.com Phone Number: 214-240-9476

Address: 501 Corporate Centre Blvd. Suite 600 City: Franklin State: TN Zip: 37064

Property Owner: 226 Borneman LLC, Steve Tokarczyk Phone Number: 716-861-7120

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, John Flanagan, 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: 10-08-2024

Petitioner Signature(s): John Flanagan

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.: _____



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # S.1

To receive and place on file the Q3 2024 general fund overtime report compared to budget.

BACKGROUND

Q3 2024 General Fund summary with 19 of 26 payroll complete or 73% of budget.

Row Labels	Revised Budget	Actual thru Sept 2024	Available Budget	% Used
10 - CLERKS/ELECTIONS	\$2,900	\$6,556	(\$3,656)	226.08%
12 - INFORMATION TECH AND SERVICES	\$0	\$2,354	(\$2,354)	100.0%
25 - COMMUNITY AND ECONOMIC DEVELOP	\$2,000	\$4,400	(\$2,400)	220.02%
30 - POLICE	\$1,327,367	\$1,517,791	(\$190,424)	114.35%
40 - FIRE	\$1,205,507	\$893,135	\$312,372	74.09%
50 - DEPT OF PUBLIC WORKS	\$315,900	\$185,773	\$130,127	58.81%
60 - PARKS, REC AND FORESTRY	\$23,484	\$14,243	\$9,241	60.65%
Grand Total	\$2,877,158	\$2,624,252	\$252,906	91.21%

CLERKS/ELECTIONS driven by election overtime hours for Clerk staff.

INFORMATION TECH & SERVICES is driven by normal on-call overtime. Budget was in error zero for the 2024, estimated annual expense \$3-4,000.

COMMUNITY AND ECONOMIC - The Inspection and Administrative Overtime is all tied to our Permit Processing.

From 1/1/2024 to present date, we have processed 2,780 permits along with continuing to work on closing out 2,472 pending projects/permits from previous years, working 539 complaints (closing 259). The main issue that leads to the need for the Overtime was the volume of permits received during the peak construction time and the current technology and software tools that currently limits are ability to receive and process the data efficiently. Along with this peak construction season being our busiest time of the year for conducting physical inspections, the lead turnaround time causes processing delays for the permits. We were also down one building inspector during this time.

In an effort to improve customer service and permit turnaround time, we utilized cross training of inspectors (7 total) this year to help alleviate the permit depend of the numbers above, which lead to the overtime. Note by doing this approach and accumulating the overtime, this reduced the lead time for processing those permits from 3+ weeks to 1-3 days typically for smaller project reviews. Same for Administrative staff who took the same or similar approach to processing this volume from a data entry and payment perspective. Without this approach, our customer service delivery to the residents would have suffered

with even longer lead times and significant construction/economic delays for the City.

POLICE – memo attached

FIRE – memo attached

DEPARTMENT OF PUBLIC WORKS – As of today/Friday 10/4/24, DPW levy supported overtime expenditure is as follows:

1. Total DPW 2024 *on-levy* OT (101-xxx-50501 accounts) budget = \$315,900
2. Total OT incurred to date = \$194,270 (61.5%)

Following is a breakdown of each section along with comments:

Operations Division (101503)

1. 2024 budget = \$260,000
2. Incurred to date = \$161,627
3. About \$63,000 spent on snow/ice, which is low. But we had a light 2023/24 winter.
4. About \$20,600 spent on refuse and recycling collection for holiday weeks, and for private lot clean-ups. This is normal activity. **Note** that lot clean-up overtime is invoiced to property owners and receipted to a revenue account.
5. About \$3,000 spent on yard waste collection
6. About \$22,300 spent on Mechanic overtime so far. Mechanic overtime is normal and is used to meet deadlines for pre-season equipment preparation before snow/ice control, yard waste collection, and grass cutting seasons.
7. About \$26,000 spent on Custodian (BMT) overtime so far. This is typical and is built into the BMT schedule. BMT's have routine call-in (OT) pay every weekend to open/close yard waste centers, check on building systems, and respond to emergencies.
8. Above items add up to about \$135,000 in OT
9. Remainder of Operations overtime expenditure was spent on numerous other incidental activities
10. **Operations Division is on-track to be at or below its 2024 budgeted OT**

Traffic Division (101504)

1. 2024 budget = \$53,400
2. Incurred to date = \$32,863
11. About \$27,600 spent on traffic control so far, for Packer games and farmers markets. This is normal activity. **Note** that most traffic control overtime is invoiced to Packers and event organizers and receipted to a revenue account.
3. Remainder of overtime expense is related to Electrician call-ins for emergencies. **Note** that most Electrician overtime is invoiced to damaging parties and receipted to a revenue account.
4. **Traffic Division is on-track to be at or below 2024 budgeted OT**

Parking Division (202505)

12. 2024 budget = \$7,000
13. Incurred to date = \$4,060

14. Almost all OT is spent on winter snow/ice control
15. **Parking Division is on-track to be at or below 2024 budgeted OT**

PARKS, REC AND FORESTRY - spreadsheet attached

RECOMMENDATION

Receive and Place on File

FISCAL IMPACT

ATTACHMENTS

1. Q3 Overtime report - general fund
2. Q3 Police Overtime report
3. Q3 Fire Overtime report
4. Q3 Parks Overtime report



City of Green Bay

CITY OF GREEN BAY YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 GENERAL							
10 ADMINISTRATIVE SERVICES							
100 FINANCE							
1011002 50501 OVERTIME	400	0	400	.00	.00	400.00	.0%
101 CLERK/TREASURER							
101101 50501 OVERTIME	500	0	500	2,489.88	.00	-1,989.88	498.0%
104 ELECTIONS							
101104 50501 OVERTIME	2,000	0	2,000	4,066.30	.00	-2,066.30	203.3%
TOTAL ADMINISTRATIVE SERVICES	2,900	0	2,900	6,556.18	.00	-3,656.18	226.1%



City of Green Bay

CITY OF GREEN BAY YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
12 INFORMATION TECH AND SERVICES							
120 INFORMATION TECH AND SERVICES							
101120 50501 OVERTIME	0	0	0	2,353.59	.00	-2,353.59	100.0%
TOTAL INFORMATION TECH AND SERVICES	0	0	0	2,353.59	.00	-2,353.59	100.0%



City of Green Bay

CITY OF GREEN BAY YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
25 COMMUNITY AND ECONOMIC DEVELOP							
250 COMMUNITY AND ED OPERATIONS							
101250 50501 OVERTIME	1,000	0	1,000	2,161.47	.00	-1,161.47	216.1%
255 INSPECTIONS AND ENFORCEMENT							
101255 50501 OVERTIME	1,000	0	1,000	2,238.95	.00	-1,238.95	223.9%
TOTAL COMMUNITY AND ECONOMIC DEVELOP	2,000	0	2,000	4,400.42	.00	-2,400.42	220.0%



City of Green Bay

CITY OF GREEN BAY YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30 POLICE							
300 POLICE ADMINISTRATION							
101300 50501 OVERTIME	1,143,000	184,367	1,327,367	-168,220.25	.00	1,495,587.55	-12.7%
310 INVESTIGATIONS							
1013110 50501 OVERTIME	0	0	0	199,154.38	.00	-199,154.38	100.0%
1013115 50501 OVERTIME	0	0	0	764.50	.00	-764.50	100.0%
1013120 50501 OVERTIME	0	0	0	38,411.86	.00	-38,411.86	100.0%
1013130 50501 OVERTIME	0	0	0	45,001.34	.00	-45,001.34	100.0%
1013150 50501 OVERTIME	0	0	0	6,172.86	.00	-6,172.86	100.0%
1013160 50501 OVERTIME	0	0	0	965.73	.00	-965.73	100.0%
1013190 50501 OVERTIME	0	0	0	405.37	.00	-405.37	100.0%
320 PROFESSIONAL STANDARDS							
1013210 50501 OVERTIME	0	0	0	14,636.45	.00	-14,636.45	100.0%
1013220 50501 OVERTIME	0	0	0	9,713.45	.00	-9,713.45	100.0%
1013240 50501 OVERTIME	0	0	0	5,757.82	.00	-5,757.82	100.0%
1013250 50501 OVERTIME	0	0	0	148.26	.00	-148.26	100.0%
330 SUPPORT SERVICES							
1013310 50501 OVERTIME	0	0	0	396.23	.00	-396.23	100.0%
1013330 50501 OVERTIME	0	0	0	17,416.64	.00	-17,416.64	100.0%
340 POLICE OPERATIONS							
1013411 50501 OVERTIME	0	0	0	15,145.66	.00	-15,145.66	100.0%
1013412 50501 OVERTIME	0	0	0	52,653.50	.00	-52,653.50	100.0%
1013413 50501 OVERTIME	0	0	0	17,511.79	.00	-17,511.79	100.0%
1013420 50501 OVERTIME	0	0	0	3,375.57	.00	-3,375.57	100.0%
1013440 50501 OVERTIME	0	0	0	248.56	.00	-248.56	100.0%
1013450 50501 OVERTIME	0	0	0	185,211.95	.00	-185,211.95	100.0%
1013460 50501 OVERTIME	0	0	0	1,017,893.73	.00	-1,017,893.73	100.0%



City of Green Bay

CITY OF GREEN BAY YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1013485 50501 OVERTIME	0	0	0	1,607.32	.00	-1,607.32	100.0%
1013490 50501 OVERTIME	0	0	0	49,551.39	.00	-49,551.39	100.0%
350 HUMANE OFFICER							
101350 50501 OVERTIME	0	0	0	3,866.78	.00	-3,866.78	100.0%
TOTAL POLICE	1,143,000	184,367	1,327,367	1,517,790.89	.00	-190,423.59	114.3%



City of Green Bay

CITY OF GREEN BAY YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
40 FIRE							
400 FIRE ADMINISTRATION							
101400 50501 OVERTIME	0	79,889	79,889	3,145.59	.00	76,743.51	3.9%
410 FIRE SUPPRESSION/OPERATIONS							
101410 50501 OVERTIME	1,125,618	0	1,125,618	810,444.46	.00	315,173.49	72.0%
420 FIRE TRAINING & SUPPORT SERV							
101420 50501 OVERTIME	0	0	0	79,545.38	.00	-79,545.38	100.0%
TOTAL FIRE	1,125,618	79,889	1,205,507	893,135.43	.00	312,371.62	74.1%



City of Green Bay

CITY OF GREEN BAY YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50 DEPT OF PUBLIC WORKS							
500 ENGINEERING							
101500 50501 OVERTIME	2,500	0	2,500	357.36	.00	2,142.64	14.3%
503 DPW OPERATIONS							
101503 50501 OVERTIME	260,000	0	260,000	19,583.76	.00	240,416.24	7.5%
1015210 50501 OVERTIME	0	0	0	1,724.80	.00	-1,724.80	100.0%
1015210E 50501 OVERTIME	0	0	0	2,792.81	.00	-2,792.81	100.0%
1015220E 50501 OVERTIME	0	0	0	805.49	.00	-805.49	100.0%
1015230E 50501 OVERTIME	0	0	0	62,875.66	.00	-62,875.66	100.0%
1015250E 50501 OVERTIME	0	0	0	579.42	.00	-579.42	100.0%
1015310 50501 OVERTIME	0	0	0	10,776.78	.00	-10,776.78	100.0%
1015316 50501 OVERTIME	0	0	0	150.47	.00	-150.47	100.0%
1015320 50501 OVERTIME	0	0	0	376.60	.00	-376.60	100.0%
1015330 50501 OVERTIME	0	0	0	4,169.72	.00	-4,169.72	100.0%
1015361 50501 OVERTIME	0	0	0	1,381.31	.00	-1,381.31	100.0%
1015362 50501 OVERTIME	0	0	0	1,258.28	.00	-1,258.28	100.0%
1015384 50501 OVERTIME	0	0	0	4,860.57	.00	-4,860.57	100.0%
1015410 50501 OVERTIME	0	0	0	19,256.72	.00	-19,256.72	100.0%
1015420 50501 OVERTIME	0	0	0	24,008.13	.00	-24,008.13	100.0%
15530501 50501 OVERTIME	0	0	0	124.77	.00	-124.77	100.0%
15540501 50501 OVERTIME	0	0	0	345.81	.00	-345.81	100.0%
15550501 50501 OVERTIME	0	0	0	106.65	.00	-106.65	100.0%
504 TRAFFIC							
101504 50501 OVERTIME	53,400	0	53,400	.00	.00	53,400.00	.0%
1015710 50501 OVERTIME	0	0	0	1,628.77	.00	-1,628.77	100.0%
1015710E 50501 OVERTIME	0	0	0	3,485.24	.00	-3,485.24	100.0%
1015720 50501 OVERTIME	0	0	0	644.10	.00	-644.10	100.0%
1015720E 50501 OVERTIME	0	0	0	24,479.63	.00	-24,479.63	100.0%
TOTAL DEPT OF PUBLIC WORKS	315,900	0	315,900	185,772.85	.00	130,127.15	58.8%



City of Green Bay

CITY OF GREEN BAY YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PARKS, REC AND FORESTRY							
600 PARK REC ADMINISTRATION							
101600 50501 OVERTIME	0	0	0	.00	.00	.00	.0%
610 CITY HALL							
101610 50501 OVERTIME	100	0	100	21.99	.00	78.01	22.0%
630 PARKS							
101630 50501 OVERTIME	22,400	0	22,400	14,085.77	.00	8,314.23	62.9%
670 FORESTRY							
101670 50501 OVERTIME	984	0	984	135.28	.00	848.72	13.7%
TOTAL PARKS, REC AND FORESTRY	23,484	0	23,484	14,243.04	.00	9,240.96	60.6%
TOTAL GENERAL	2,612,902	264,256	2,877,158	2,624,252.40	.00	252,905.95	91.2%
TOTAL EXPENSES	2,612,902	264,256	2,877,158	2,624,252.40	.00	252,905.95	
GRAND TOTAL	2,612,902	264,256	2,877,158	2,624,252.40	.00	252,905.95	91.2%

** END OF REPORT - Generated by Diana Ellenbecker **



City of Green Bay

CITY OF GREEN BAY YEAR-TO-DATE BUDGET REPORT

REPORT OPTIONS

	Field #	Total	Page Break
Sequence 1	1	Y	N
Sequence 2	3	Y	Y
Sequence 3	4	N	N
Sequence 4	0	N	N

Report title:
YEAR-TO-DATE BUDGET REPORT

Includes accounts exceeding 0% of budget.

Print totals only: N

Print Full or Short description: S

Print full GL account: N

Format type: 1

Double space: N

Suppress zero bal accts: Y

Include requisition amount: N

Print Revenues-Version headings: N

Print revenue as credit: Y

Print revenue budgets as zero: N

Include Fund Balance: N

Print journal detail: N

From Yr/Per: 2018/ 1

To Yr/Per: 2018/13

Include budget entries: Y

Incl encumb/liq entries: Y

Sort by JE # or PO #: J

Detail format option: 1

Include additional JE comments: N

Multiyear view: F

Amounts/totals exceed 999 million dollars: N

Year/Period: 2024/ 9

Print MTD Version: N

Roll projects to object: N

Carry forward code: 1

Find Criteria	
Field Name	Field Value
Fund	101
Function	
Department	
Division	
Activity	
Eligible	
Class	
PSC	
Character Code	
Org	
Object	50501
Project	
Account type	



City of Green Bay

CITY OF GREEN BAY YEAR-TO-DATE BUDGET REPORT

REPORT OPTIONS

Account status
Rollup Code



Green Bay Police Department
307 South Adams Street
Green Bay, Wisconsin 54301-4582
www.gbpolice.org

Phone 920.448.3200
Fax 920.448.3248

October 14, 2024

To: Common Council Finance Committee

From: Chris Davis
Chief of Police

Subject: 2024 Q3 Overtime Report

As of October 8, 2024, the Green Bay Police Department has incurred a total overtime expense of \$1,849,117.81. Of this, \$632,962.36 is reimbursable, meaning the actual year-to-date overtime expense to the General Fund is \$1,216,155.45. Note that these figures do not add up to the total expense; this is because employees elect to receive some overtime as compensatory time rather than pay. Total overtime expenditure to date represents approximately 106% of our total 2024 General Fund overtime budget of \$1,143,000.00.

The top ten drivers of overtime expenditure to date are:

- Patrol Backfill – Vacation/Comp/Personal Leave (\$122,032.77): When an officer's use of paid leave pushes a shift below its minimum staffing level, overtime is required to meet the requirement. Officers must be given the opportunity to use accrued leave throughout the year, and each shift has a maximum number of officers who can be allowed off on such leave on any given day to avoid excessive overtime expense.
- Patrol Backfill – SWAT (\$104,483.05): Special Weapons and Tactics (SWAT) team officers are required to attend regular bi-weekly and annual training, as well as ad hoc training related to the team's various roles. These training requirements have increased in 2024 due to changes in National Tactical Officers Association (NTOA) standards. In addition, SWAT officers are often needed to conduct planning for upcoming missions. SWAT is a detached assignment, and most SWAT officers serve in patrol, which has union contract-mandated minimum staffing levels. Therefore, when a SWAT member's absence pushes a patrol shift below its minimum, overtime is required to meet the requirement.
- Late Call (\$102,694.22): Officers sometimes receive calls for service that require them to stay past the end of their regularly scheduled work hours. These include emergency situations, arrests that need to be processed, or cases in which reports are required to be completed before the officer leaves work for the day.
- SWAT Call-In (\$98,997.46): Certain types of incident require a SWAT response. The most common SWAT call-ins are for search warrant services and barricaded persons who are suspected to be armed. SWAT officers called to respond to such events while off duty are paid overtime.
- Patrol Backfill – 2 Sergeant Minimum (\$96,743.97): A minimum of two patrol sergeants is required at all times, and when training, specialty assignment needs, or paid leave pushes sergeant staffing below this level, overtime is required to meet the requirement. Until April 15, we held two vacant sergeant positions while we conducted a promotional process. We are currently fully staffed at the sergeant rank, which should reduce this expense. However, a number of sergeants currently serve on specialty units, which pulls them from their regular duties fairly frequently. We are working with the Green Bay Professional Police Association (GBPPA) on a solution to this problem.

- Patrol Backfill – Mobile Response Team (\$79,367.78): The department recently established the Mobile Response Team (MRT) to serve as a specialized resource to provide policing services at public-order events. This has required a large amount of team-wide training, including two recent police mountain bike courses. MRT is a detached assignment, and most MRT officers serve in patrol, which has union contract-mandated minimum staffing levels. Therefore, when a MRT member's absence pushes a patrol shift below its minimum, overtime is required to meet the requirement.
- Patrol Backfill – Sick Leave (\$63,458.47): When an officer's use of sick leave pushes a shift below its minimum staffing level, overtime is required to meet the requirement.
- Patrol Backfill – Overhire (\$35,588.63): Supervisors have the discretion, when call loads or emergencies require, to call in additional patrol officers on overtime to meet increased demand for service or manage emergency situations.
- Reckless Driving (\$34,123.96): Earlier in the year, the Department deployed additional officers on overtime to the downtown area to address concerns with reckless driving behavior on Friday and Saturday nights. We believe some of this may be reimbursable from grants; we are currently looking into this possibility.
- Patrol Backfill – Discretionary Training (\$33,926.29): Patrol officers occasionally have the opportunity to attend non-mandatory training to develop skills that will benefit them and the community. In cases where an officer's attendance at such training causes patrol shift staffing to fall below contract-mandated minimum staffing levels, overtime is used to backfill the vacancy.

At this point, the department has exceeded its overtime budget for the year. We anticipate being able to cover the over expenditure with salary savings from vacant positions.

Upcoming candidate visits associated with the 2024 election, as well as Election Day itself, will require considerable overtime resources. We will bill the campaigns for expenses associated with candidate visits, but any reimbursement may not occur until 2025. Unforeseen emergencies are a risk for further expenditure.

As has been the case for some time, shortages in the number of fully deployable officers drive a significant amount of overtime expenditure. While increased recruiting helps, the lag between when an officer is hired and when they become fully deployable means a delay in seeing a reduction in overtime from increased staffing.



Green Bay Metro Fire Department
501 South Washington Street
Green Bay, Wisconsin 54301-4218
www.greenbaywi.gov/fire

Phone 920.448.3280

Matthew W. Knott
Fire Chief

MEMORANDUM

To: Finance Committee

From: Matthew W. Knott, Fire Chief

Date: October 23, 2024

Re: 2024 – Quarter 3 Overtime Report

We are currently trending on budget at 74.1%. We continue to work to identify specific reasons for overtime and how we can control future expenditures. We will continue to monitor on and off duty medical-related absences and our staffing levels.

We have identified and are tracking an expected increase of overtime use this summer due to contractual scheduled time off. We will monitor for future adjustments once a contract agreement is reached. In addition, we are preparing for a large number of planned retirements this fall/early winter.

It is projected that we will end the year at our budgeted amount or slightly under budget, barring any unforeseen circumstances. We will continue to monitor our overtime expenditures and will provide updates to the Finance Committee.



PARKS, REC AND FORESTRY

<u>DIVISION</u>	<u>BUDGETED</u>	<u>YTD</u> <u>EXPENDED</u>	<u>ANTICIPATE</u> <u>D YEAR END</u> %	
Bay Beach	\$ 11,000.00	\$ 7,389.38	67.20%	Weekend Coverage during open season Will be within budget
City Hall	\$ 100.00	\$ 21.99	22.00%	Meeting coverage Will be within budget
Parks	\$ 22,400.00	\$ 14,085.77	62.90%	Weekend Coverage for shelter rentals Plumbing and pool emergency calls Special Event assistance Will be within Budget
Forestry	\$ 984.00	\$ 135.28	13.70%	Will be within budget
Forestry (Stormwater)	\$ 7,216.00	\$ 1,572.31	22.00%	Will be within budget
	\$ 41,700.00	\$ 23,204.73	44.35%	



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # S.2

To approve the acceptance of a \$10,000 donation from the Generac Foundation to be used to purchase a forcible entry training door.

BACKGROUND

RECOMMENDATION

Approval of the Request.

FISCAL IMPACT

ATTACHMENTS

- I. GENERAC FOUNDATION 10,000

Lynn Beno

From: Matthew Knott
Sent: Tuesday, October 8, 2024 12:08 PM
To: Lynn Beno
Subject: Fw: Generac Foundation Grant to Green Bay Fire Department

Matthew Knott, MS, EFO, CFO
Fire Chief
Green Bay Metro Fire Department
(920) 448-3278 Office
(920) 615-8958 Mobile
Matthew.Knott@GreenBayWI.gov
greenbaywi.gov/fire

From: Kelly Skindzelewski <Kelly.Skindzelewski@generac.com>
Sent: Tuesday, October 8, 2024 11:39:22 AM
To: Matthew Knott <Matthew.Knott@greenbaywi.gov>
Subject: Generac Foundation Grant to Green Bay Fire Department



Chief Knott- It is my pleasure to inform you that the Generac Foundation will be making a **\$10,000 donation** to City of Green Bay. The Generac Foundation makes a meaningful impact and generates goodness by strengthening our communities where

Generac employees live and work. This donation is one more way we can support responders in our home state of Wisconsin.

These funds are to be used to:

- Support the Green Bay Metro Fire Department in its service to the community.
- Enable the purchase of forcible entry door training props, and associated supplies and equipment needed to train firefighters in Green Bay and the region.

In addition:

- While these funds are coming from the Generac Foundation, any recognition should be applied to Generac.
- In order to generate the donation payment, we need to add the City of Green Bay to our vendor platform. Please complete the attached form and return it to me.
- We would also like to partner with you to share the procurement of this equipment with the Green Bay community by hosting a news media event when the equipment arrives and can be demonstrated. Let me know your thoughts on this and how best to move forward.

- We will issue the grant payment to you in a few weeks.

Thank you for helping people in need.

Kelly

Kelly Skindzelewski
She/her (Skin-ja-less-key)
Community Programs Manager



P (262) 259-5636
Kelly.skindzelewski@generac.com

Generac Power Systems | S45W29290 Highway 59
Waukesha, Wisconsin 53189



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

November 12, 2024

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

To approve the purchase of Alletra Servers w/memory modules installed. This purchase will be done on the NASPO Contract Value Point MA#23008 / PA# 50ENT-024-NASPOCOMPUT-07. Pricing was obtained through an HPE Government Contract for this purchase. The total cost of this purchase is \$78,888, which includes installation of the modules. This purchase is a planned replacement per server life cycle.

BACKGROUND**RECOMMENDATION**

Approval of the Request.

FISCAL IMPACT**ATTACHMENTS**

- I. Finance Request Server Memory 10-29-2024



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

Phone 920.448.3047
Fax 920.448.3050

10/24/2024

Finance Committee 10/29/2024.

Consideration and possible action to approve the purchase of Alletra Server Modules (Memory) for the DL 360 Servers.

This purchase will be done on the NASPO Contract Value Point MA#23008 / PA# 50ENT-024-NASPOCOMPUT-07. Pricing was obtained through a HPE Government Contract for this purchase. Total cost of this purchase is \$78,888.00 which includes install of the modules. This purchase is a planned replacement per server life cycle.

Funding Source: ARPA Funded

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay



We have prepared a quote for you

Alletra/Servers

Quote # CCCP034888
Version 1

Prepared for:

City of Green Bay

Dave Wilquet
Dave.Wilquet@greenbaywi.gov



DL360 Servers

Description		Price	Qty	Ext. Price
NASPO Contract Value Point MA#23008 / PA# 50ENT-024-NASPOCOMPUT-07				
P52499-B21	HPE DL360 Gen11 8SFF CTO Server	\$1,427.00	4	\$5,708.00
P67080-B21	HPE Intel Xeon Gold (5th Gen) 6526Y Hexadeca-core (16 Core) 2.80 GHz Processor Upgrade - 37.50 MB L3 Cache - 64-bit Processing - 3.90 GHz Overclocking Speed - Socket LGA-4677 - 195 W - 32 Threads	\$1,770.00	8	\$14,160.00
P64707-B21	HPE 64GB DDR5 SDRAM Memory Module - For Server - 64 GB (1 x 64GB) - DDR5-5600/PC5-44800 DDR5 SDRAM - 5600 MHz Dual-rank Memory - CL46 - 1.10 V - Registered - 288-pin - DIMM	\$580.00	64	\$37,120.00
P21106-B21	HPE Ethernet 1Gb 4-port Base-T I350-T4 Adapter - PCI Express 2.0 x4 - 4 Port(s) - 4 - Twisted Pair - 1000Base-T - Plug-in Card	\$215.00	4	\$860.00
P10115-B21	HPE Broadcom BCM57414 Ethernet 10/25Gb 2-port SFP28 OCP3 Adapter for HPE - PCI Express 3.0 x8 - 2 Port(s) - Optical Fiber - 25GBASE-X - SFP28 - Mezzanine	\$150.00	8	\$1,200.00
P48908-B21	HPE ProLiant DL3X0 Gen11 1U High Performance Fan Kit	\$200.00	4	\$800.00
P38995-B21	HPE Sourcing 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit - Hot-pluggable -48 V DC Output - 800 W - 96% Efficiency	\$88.00	8	\$704.00
AF573A	HP Redundant Jumper Power Interconnect Cable	\$6.00	8	\$48.00
S1A05A	HPE Cmp Cloud Mgmt Srv FIO Enablement Factory Integrated "Orderable only as part of a CTO build NO RETURNS?"	\$1.00	4	\$4.00
P48830-B21	HPE Server Enablement Kit	\$15.00	4	\$60.00
P35876-B21	HPE CE Mark Removal FIO Enablement Kit - 3	\$0.00	4	\$0.00
P48183-B21	HPE NS204i-u Gen11 NVMe Hot Plug Boot Optimized Storage Device	\$479.00	4	\$1,916.00
P48905-B21	HPE ProLiant DL3XX/560 Gen11 High Performance Heat Sink Kit	\$71.00	8	\$568.00
P52341-B21	HPE ProLiant DL3XX Gen11 Easy Install Rail 3 Kit	\$44.00	4	\$176.00
P54702-B21	HPE ProLiant DL360 Gen11 NS204i-u Rear Cable Kit	\$26.00	4	\$104.00
E6U64ABE	HPE iLO Advanced 3 Year License	\$224.00	4	\$896.00



DL360 Servers

Description		Price	Qty	Ext. Price
R7A12AAE	HPE GreenLake for Compute Ops Management - Subscription License - 1 licence - 5 Year	\$748.00	4	\$2,992.00
P07818-B21	HPE DDR4 DIMM Blank Kit	\$11.00	4	\$44.00
J9283D	HPE 10G SFP+ to SFP+ 3m DAC Cable - 9.84 ft SFP+ Network Cable for Network Device, Transceiver, Switch - First End: 1 x SFP+ Network - Second End: 1 x SFP+ Network - 10 Gbit/s - 1	\$72.00	4	\$288.00
HU4B2A5#R2M	HPE Pointnext Tech Care Basic - Extended Service - 5 Year - Service - 9 x 5 x Next Business Day - On-site - Maintenance - Parts & Labor	\$34.00	4	\$136.00
HU4B2A500DJ	HPE Service/Support - Service - Technical	\$2,776.00	4	\$11,104.00

Subtotal: \$78,888.00



Alletra/Servers

Bill To:

City of Green Bay
Dave Wilquet
100 North Jefferson
Green Bay, WI 54301

Dave.Wilquet@greenbaywi.gov

Ship To:

City of Green Bay
Dave Wilquet
100 North Jefferson
Green Bay, WI 54301

Dave.Wilquet@greenbaywi.gov

Quote Information:

Quote #: CCCP034888
Version: 1
Delivery Date: 10/07/2024
Expiration Date: 10/18/2024

Sales Rep:
Chris Nelson
920-438-0334
chris.nelson@cccp.com

Quote Summary

Description	Amount
DL360 Servers	\$78,888.00

Total: \$78,888.00

IMPORTANT: Any legal document should refer to us as ACP CreativIT, LLC d/b/a Camera Corner Connecting Point or CCCP.

Additionally, all deliveries, especially LFD (Large Format Displays)/TV's, need to be opened, turned on and inspected thoroughly for concealed damage within 5 days of receipt to ensure full value replacement.

Orders converted from this quote, as authorized by the customer, acknowledges the customer has read our Return Policies and Conditions located on the Company Info page of the Camera Corner/Connecting Point website www.cccp.com

Please note: Quotes do not reflect tax. Shipping, handling, and other fees may apply. Contact your Account Executive with any questions. We reserve the right to cancel orders arising from pricing or other errors.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # S.4

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 10.29.24 Finance Meeting

**RESOLUTION AUTHORIZING
BUDGET AMENDMENT**

November 12, 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 29, 2024, the following 2024 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
Increase:	101300 50501	Police-Overtime	\$19,166.05
Increase:	101300 46223	Police Overtime Reimbursement	\$19,166.05

***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 HS Lunch Neighborhood Security-GB Schools, Notre Dame Academy Football, Walk to End Alzheimer's and Farmers Markets.*

Increase:	101400 50501	Fire-Overtime	\$2,884.69
Increase:	101400 46223	Fire Overtime Reimbursement	\$2,884.69

***This budget amendment is for 2024 unbudgeted overtime for staffing at events such as the Bellin Women's Half Marathon.*

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # T.I

To approve the request by Cellcom to return \$100,000 donated to the City, initially intended for the Bay Beach Shoreline improvement project.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # T.2

To approve accepting a donation from Cellcom for the installation of Public WIFI infrastructure and 50 months of free Public WIFI service, valued at \$100,000.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

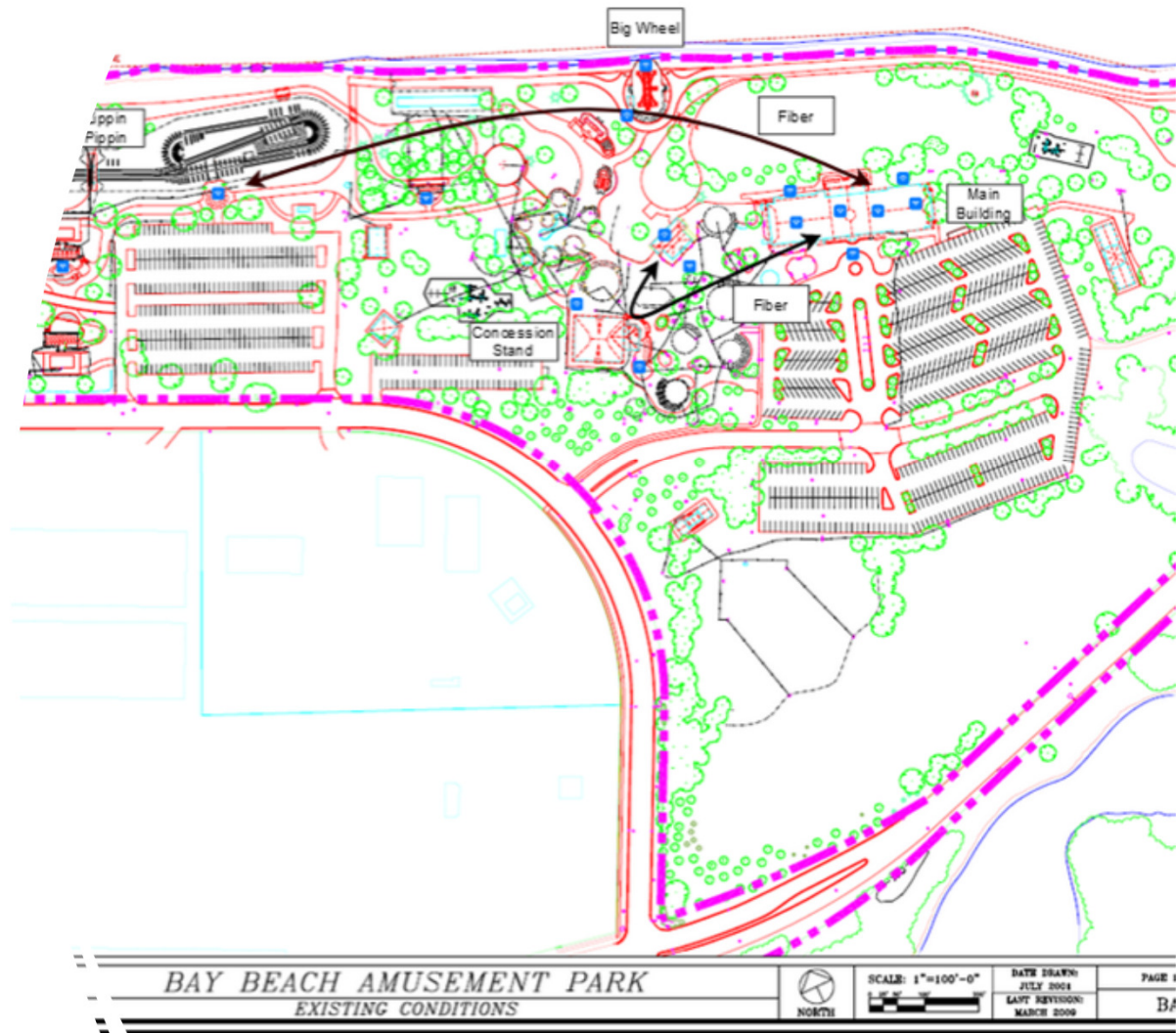
1. Benefits of proposed Bay Beach Amusement Park public Wi-Fi
2. Community Wi-Fi - Bay Beach (I)



**Benefits of proposed Bay Beach Amusement Park
public Wi-Fi network to the public and the City of
Green Bay.**

Connect Bay Beach Amusement Park visitors to the internet.

- **Blue Squares:** Wi-Fi access points.
- The new network will complement existing 4G/5G networks in the park, especially when the park is busy thereby providing a better online experience.
- Project area map: Shows location of Wi-Fi access points across the park.



Users will be able to attach to the public Wi-Fi network when they arrive and be taken to a Bay Beach Amusement Park landing page.

- Enables visitors to: Map out their visit, receive promotions and alerts from Bay Beach, quickly discover amusement park attractions, gift shops, and dining options.

TICKETS & RENTALS

Enjoy FREE admission and parking as well as a souvenir shop, concessions, 25¢ ride tickets, and rides for all ages:

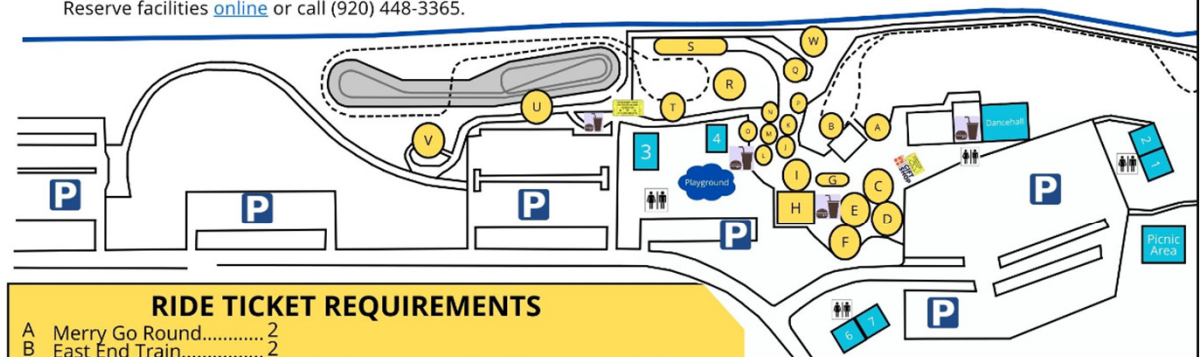
FACILITY CAPACITIES

Shelter 1.....	100 Persons	Shelter 6.....	50 Persons
Shelter 2.....	100 Persons	Shelter 7.....	50 Persons
Shelter 3.....	100 Persons	Picnic Area.....	50 Persons
Shelter 4.....	75 Persons	Dance Hall.....	300 Persons

Reserve facilities [online](#) or call (920) 448-3365.



**Check out our website
for additional
information!**



RIDE TICKET REQUIREMENTS

A Merry Go Round.....	2	
B East End Train.....	2	
C Scrambler.....	3	Under 42" must ride with adult, no one under 2
D Tilt-A-Whirl.....	3	Under 46" must ride with adult, no one under 2
E Helicopters.....	2	Must be able to sit on their own
F Scat.....	3	Must be 48" to ride
G Ferris Wheel.....	2	36" to ride with adult, under 48" to ride without an adult, no single riders
H Bumper Cars.....	3	Must be 48" to ride with adult, 54" to drive alone
I Yo-Yo.....	3	Must be 42" to ride
J-O Kiddie Rides.....	1	Maximum 50", must be able to sit on their own
P Bay Beast.....	2	Must be 44" to ride
Q Rockin' Tug.....	2	Under 42" must ride with adult, no one under 2
R NebulaZ.....	3	Must be 42" to ride
S Giant Slide.....	1	Under 48" must ride with adult, no one under 2
T West End Train.....	2	
U Zippin Pippin.....	4	Must be 48" to ride
V Sea Dragon.....	3	Must be 48" to ride
W Big Wheel.....	3	Under 42" must ride with adult, no single riders

	Amusement Rides
	Food and drinks
	Restrooms
	Parking
	Ticket booth
	Souvenirs
	Reserved Picnic Shelters



Visitors will be able to use their handheld devices with ease,

- Stay connected to the internet
- communicate with friends and family,
- share photos, videos and comments live.
- access online learning resources.



Even devices without cellular connection like laptops, tablets and gaming devices will benefit from the Wi-Fi network.

- Improving the internet experience in this way will encourage satisfied amusement park users to extend their stay and increase onsite purchases.



Deploying the public Wi-Fi network infrastructure will also enable the City of Green Bay Parks, Recreation and Forestry Department to deploy Smart City applications and other over-the-top services within the park.

Examples: video functionality, parking lot space management, foot traffic monitoring, environmental monitoring, and online ticketing.



Another benefit for the city is less administrative overhead managing the small Wi-Fi deployments currently at Bay Beach.

-
- That connectivity could be rolled into this deployment allowing the city to process credit cards, share files, and manage other secure applications safely throughout the coverage footprint of the new network.



Project Funding.

- Cellcom donated \$100,000 to City of Green Bay for Bay Beach Amusement Park beach restoration project in January 2019.
- In 2023, Cellcom proposed reallocating these funds to a Public Wi-Fi project at Bay Beach Amusement Park.
 - City Parks Department agreed to seek approval to reallocate funds to the project.
 - Total Project Cost including hardware, software, and contractor is \$75,000.00
 - Internet Access and System Management fee for 50 month contract: \$25,000. Cellcom DIA cost is \$500 per month for 50 months to be paid by City in advance.
- Payment process for proposed project:
 - City and Cellcom finalizing payment process.

Community Wi-Fi

Bay Beach

Meraki MR 57



- Four 4:4 MU-MIMO 802.11ax, up to 7.8 Gbps tri-radio aggregate frame rate
- Dual 5 Gbps multigigabit Ethernet ports
- PoE: 802.3at and 802.3bt compliant
- Support for USB port
- 2.4 GHz, 5 GHz, and 6GHz radios, along with Air Marshal and IoT radio
- Full-time Wi-Fi location tracking

Dimensions: 10.23" x 10.23" x 2.20"

Meraki MR86



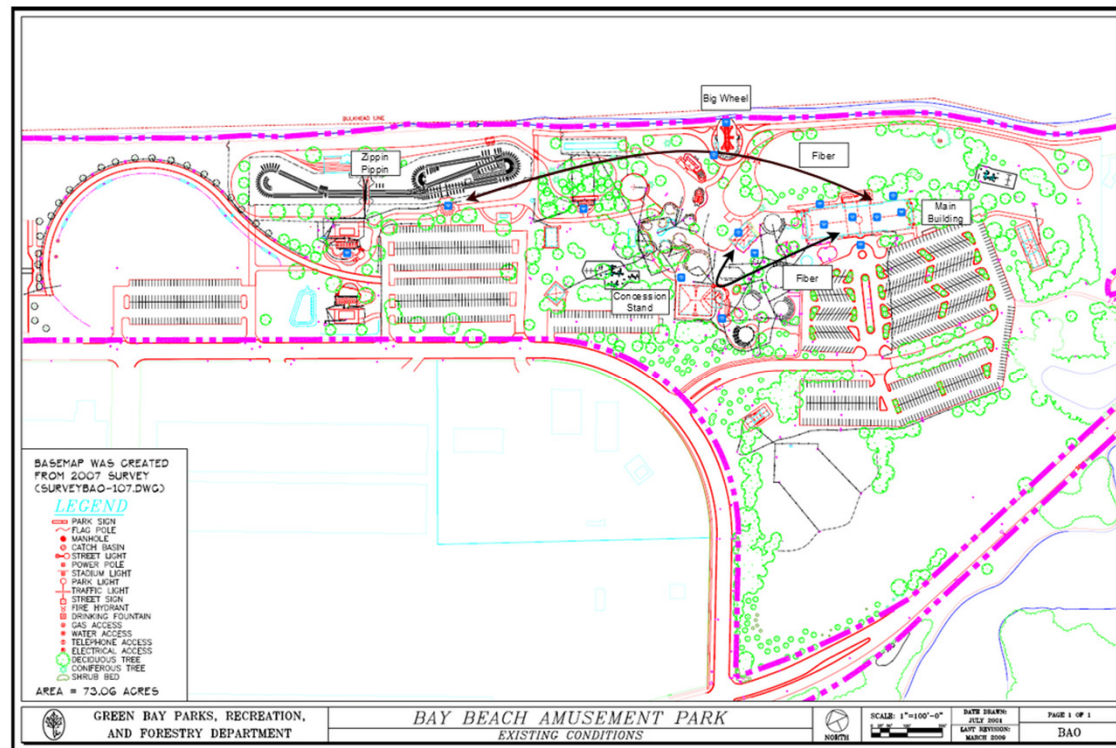
- IP67-rated, tested for dust, shock, vibration, and moisture
- Four radios: 2.4 GHz and 5 GHz, dual-band WIDS/WIPS, and Bluetooth® Low Ene
- 4-stream UL/DL MU-MIMO 802.11ax, up to 3.55 Gbps dual-aggregate throughput
- One multigigabit Ethernet port, PoE: 802.3at

Dimensions with enclosure: 21" x 13.5" x 5.5"

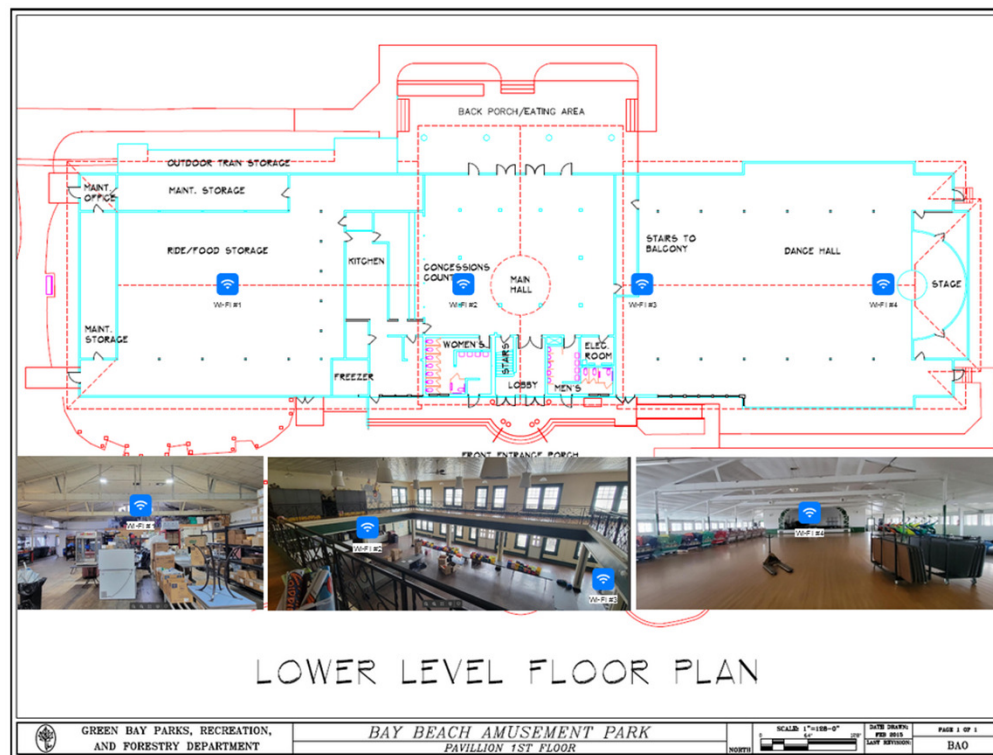
Environmental Enclosure



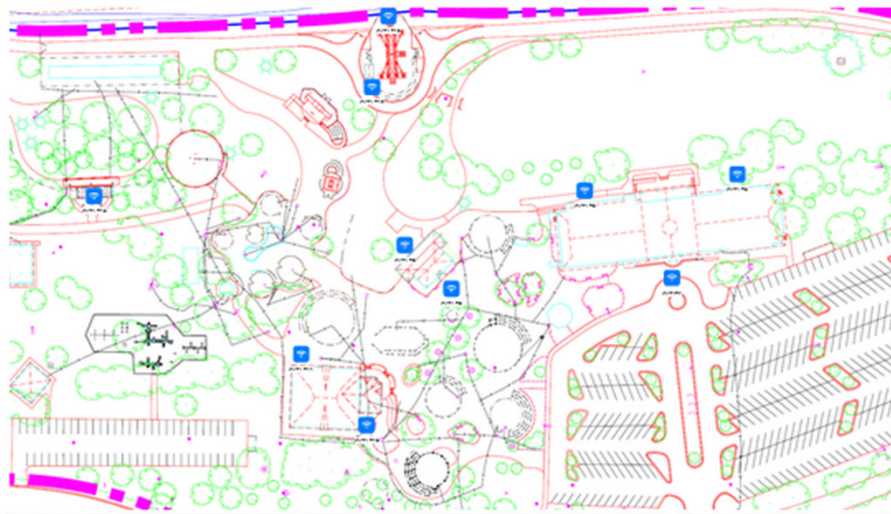
Design Overview



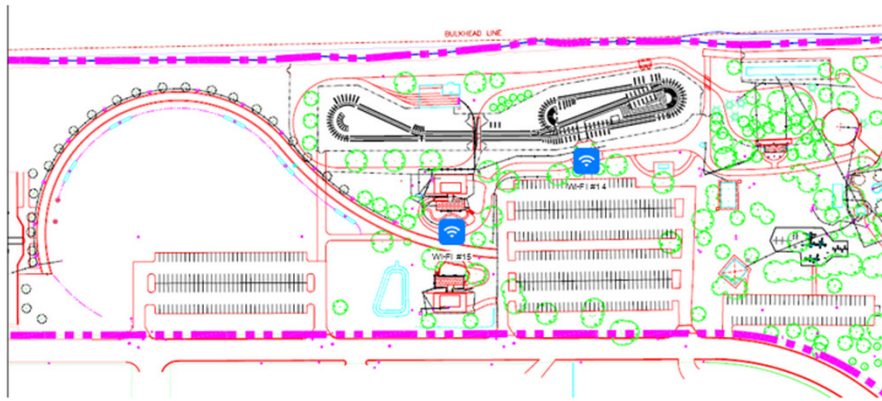
Main Building



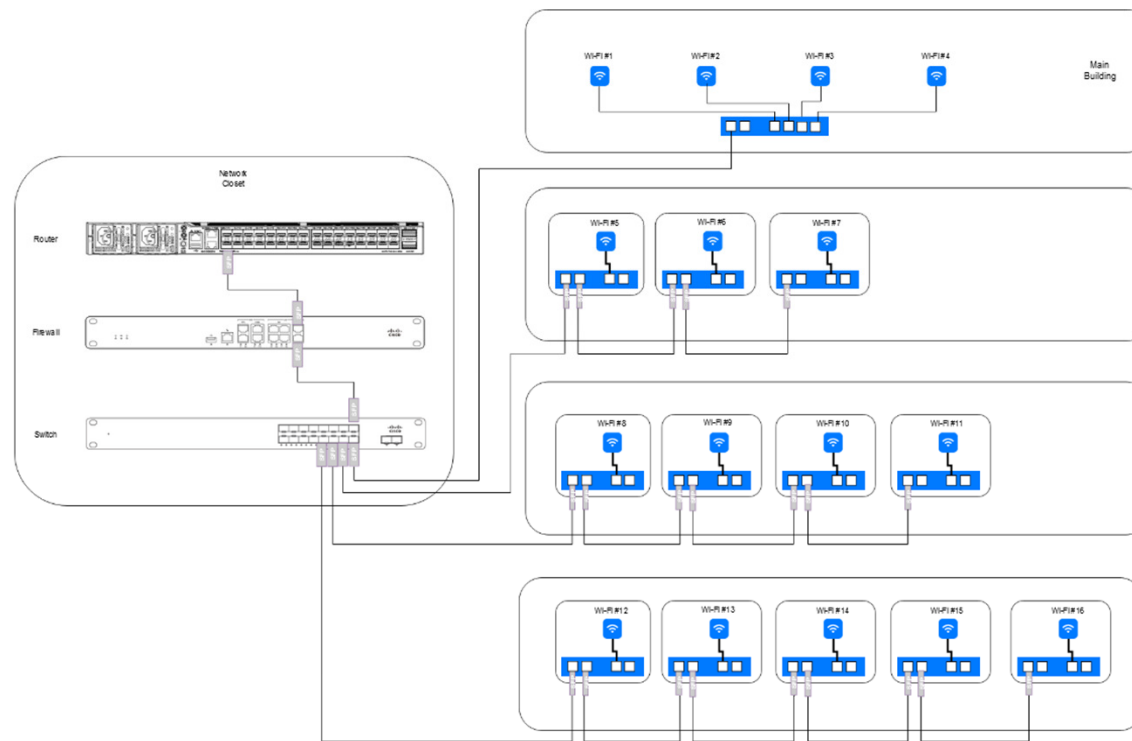
Area 1



Area 2



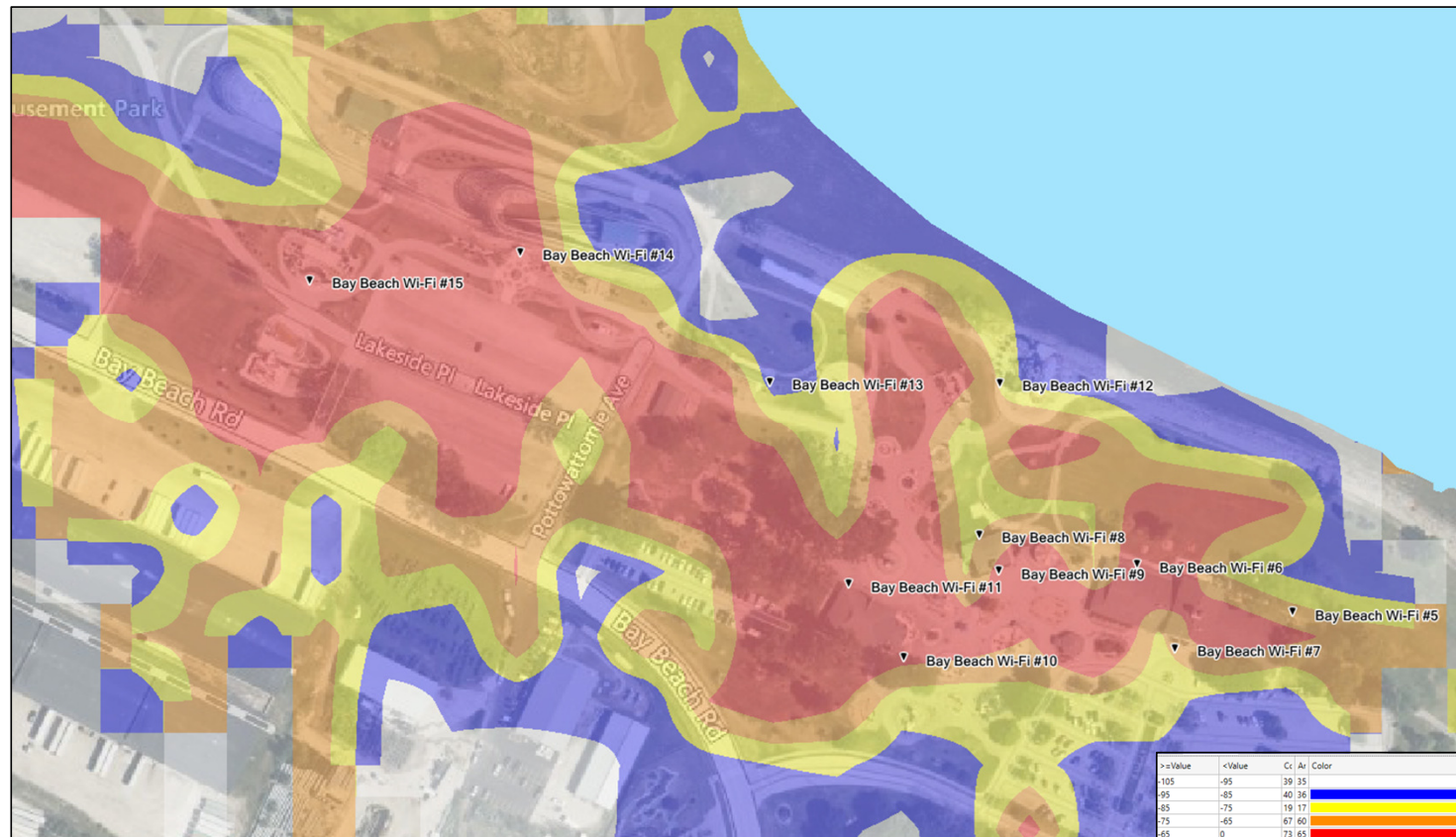
Network Layout



Estimate

S/N	Description	Price
1	Hardware – CapEx	\$54,692.57
2	Software - OpEx	\$11,590.20
3	Misc Contractor	\$8,717.23
	Total	\$75,000.00

Heatmap





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # T.3

To approve the purchase of a 2024 Ford cab & chassis w/body and boom lift Forestry Bucket Truck for a total cost of \$218,494 from Terex USA.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Terex Utilities - QU33515-V3 - City of Green Bay - LT40 (I)



CUSTOMER ORDER ACKNOWLEDGEMENT

Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 17-OCT-2024 **Quote Number:** QU33515-TU-V3 **Unit:** LT40
Sourcewell Contract Number: 110421-TER

CITY OF GREEN BAY
PARK DEPARTMENT 100 N Jefferson St
Green Bay , WI 54301-5006

Baseline Price: \$218,494.00

Grand Total Each: **\$218,494.00**

This written description and attached specifications have been produced by Terex USA, LLC dba Terex Utilities and shall not be released, disclosed, nor duplicated without the written permission of Terex USA, LLC dba Terex Utilities.

Prices are subject to change until shipment. Applicable taxes and any applicable surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. **Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice.** Chassis payment is due within 30 days of chassis receipt at our facility. Quote withdrawn after 60 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. For roadside assistance call 1-800-448-7825.

Terex-purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. For roadside assistance call 1-800-FTL-HELP.

Notes:

- 1) Delivery Terms are CPT - 2020 .
 - Delivery to customer included.
- 2) Payment Terms are Net 30 Pending Approval .
- 3) Delivery days from receipt of order shall be 520-720 Days .

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Buyer agrees that it shall not export or re-export Terex equipment or parts, technology, information or warranty related services directly or with its knowledge indirectly into: (a) Russia, Belarus or the following regions of Ukraine: Crimea, Sevastopol, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR), Kherson and Zaporizhzhia; or (b) Iran, Cuba, Syria or North Korea without first obtaining written approval from Seller.

Terex USA, LLC dba Terex Utilities

Project Leader: Jason Tvedt

Account Manager: Erik Dahl

Accepted By: _____

PO Number: _____

Quantity: _____

Grand Total: _____

Date: _____



TEREX USA, LLC dba TEREX UTILITIES ("Seller")
TERMS AND CONDITIONS OF SALE
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or



delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon



any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, Seller and its affiliates shall not be liable for, and specifically disclaim, any liability for any: (a) LOST PROFITS and/or business interruption (WHETHER DIRECT OR INDIRECT); and (b) indirect, incidental, consequential (whether direct or indirect) or other damages or losses of any kind whatsoever, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives,



successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at <https://www.terex.com/en/products/telematics-tou>.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



LIMITED PRODUCT WARRANTY

TEREX USA, LLC dba TEREX UTILITIES ("Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of **12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory**; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.



LIMITED PRODUCT WARRANTY

2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 17-OCT-2024 Quote Number: QU33515-TU- V3 Unit: LT40

CITY OF GREEN BAY
PARK DEPARTMENT 100 N Jefferson St
Green Bay , WI 54301-5006

Qty. Description
UNIT

- 1

Terex Aerial Devices

One (1) new Terex Hi-Ranger LT40 Articulating / Telescoping Aerial Device providing a working height of 45.6 ft (13.8 m) with a end mount platform.
Unit will be mounted behind the cab.

Design Criteria:
* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Lower Controls:
* Individual control levers are located in an accessible location on the turntable.

Lower Boom:
* Filament wound high strength fiberglass insert providing an insulation gap.

Upper Boom:
* Filament wound high strength fiberglass boom providing an insulation gap.

Rotation:
* Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.

Continuous Unrestricted Rotation:
* A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.
* A 4 channel electric collector ring is provided as standard.

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase per ANSI/SIA A92.2-2021

Hydraulic System:
* Full pressure open center hydraulic system.
* Hydraulic hoses are equipped with permanent type fittings.

Miscellaneous:
* All metallic components of the complete aerial device are powder coat white.
* The fiberglass upper boom, boom inserts, platforms and covers are white.
* One complete paper manual and access to an electronic copy of the manual providing operational and maintenance procedures, and a replacement parts listing.
* Warning decals provided with unit.
- 1

Pedestal,44 (To 48 Cab)

Pedestal.
- 1

Q14643 - Unit to be powder coated orange to match Chassis - PCTT39311-Omaha Orange



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 17-OCT-2024

Quote Number: QU33515-TU- V3

Unit: LT40

1 8 Gal Tower Mt Hyd Tank, Site Gauge

8-Gallon Hydraulic Oil Reservoir.

* A 8 gallon hydraulic oil reservoir mounted on the side of tower with sight and temperature gauge.

* Return filter and oil eyes.

* A ball type shut off valve.

1 Boom Rest, Auto Latch

A boom rest with a automatic latch is provided.

1 End Mount, 24x30

Platform 24 x 30 x 42 , End Mounted.

* Includes one (1) outside access step with slip-resistant surface.

1 Customer Declined - Fall Arrest Harness

Customer Decline Fall Arrest.

1 Platform Rest,Single,24x30

A padded saddle rest provides platform support during road travel.

1 Liner W/Step, 24x30

Insulated Platform Liner with Step for 24 x 30 x 42 Platform:

* Tested at 50 KV AC.

1 Cover, Platform Only, 24x30

Vinyl Platform Cover For 24 x 30 Platform:

* Waterproof with internal elastic cord around edge.

1 Auxiliary Power, 12v

Auxiliary Pump:

* Allow the operation of any function for a time period limited by the battery life.

*Includes 12 volt electric motor for use on a 12 volt chassis.

Note: This includes a switch for activation at pedestal for electric or air function.

1 Boom Tip,400# 29.4ft Side-Or'S 0-90 Deg

Boom Tip with 4 Function Controls and Platform Rotator:

Upper Controls: Control-Plus single stick controller.

* Enable lever must be actuated before operation.

* Rated capacity of 400 lbs.



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Date: 17-OCT-2024

Quote Number: QU33515-TU- V3

Unit: LT40

Hydraulic Platform Rotator For End Mount Platform.

Hydraulic Platform Tilt is provided at platform and lower controls.

Engine Stop/Start controlled at platform and lower controls.

Hydraulic Tool Outlets At Platform.

The lower boom articulation is from 0 to 90 degrees.

1 Mtg Kit,O/R,A-Frame,60 Ca,Ford

Mounting Kit:

* Behind cab mount for use with (1) set of A-frame outriggers attached to tower and tie plates.

1 O/R Cntrls, 1 Set

Controls For 1-Sets of Outriggers (Open center systems):

* Recessed at rear of truck each side for ease of view for outrigger placement.

* Includes switches and alarm for outrigger in motion alarm.

1 Outrigger Interlock,12v,Std (1 Set Af)

Outrigger Interlock:

* To operate the boom the outriggers must be extended.

1 Transmission, Automatic, Ford (Muncie)

Pump for systems requiring 3 to 5 gallons per minute:

*Provides 3 gpm at 725 engine rpm and 5 gpm at 1150 engine rpm with a 127% pto.

1 Terex Base Chassis Controller

Terex Base Chassis Controller:

* Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.

* Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.

* Programmable settings allow installer to customize/select options need for their application.

* Screw terminal-type connections and enclosure to cover connections.

* Recommended for Class 5 chassis

* Can be used on Class 6 and above chassis with limited outputs (no more than two (2)).

* The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.

1 As-Built Jic Hydraulic.& Electrical Schematics

As-Built JIC Hydraulic and Electrical Schematics

1 Lift Eye For Lower Boom



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 17-OCT-2024

Quote Number: QU33515-TU- V3

Unit: LT40

Lower Boom Material Handling Lift Eye:
* Maximum capacity of 1000 lbs.

1 Usa

American flag displayed on unit.

1 Limited Product Warranty - Standard

Factory Warranty

1 Current Model Year Ford F-550 4x2 chassis per attached spec

1 108-inch Fiberglass Body and Accessories per spec

1 Aluminum Tailshelf and Accessories per attached spec

1 Install Lt Behind Cab

Install Aerial Device Behind Cab And Install All Associated Components:
* Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.

1 Hose & Fitting Kit Group 1

Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.

1 Misc Shop Supplies Group 3

Miscellaneous shop supplies.

1 Platform Rest Bottom Base Group 1

Platform rest, bottom base

1 Chassis Spring Add Left Rear(Req. Art)

Chassis Spring Additions:
* Build up left rear chassis springs to level vehicle.



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Date: 17-OCT-2024

Quote Number: QU33515-TU- V3

Unit: LT40

1 Pto (Muncie) For Automatic Transmission

Power take off with indicator light for automatic transmission.

1 Dot Inspection

DOT Inspection.

1 Set Chassis Parameters (Req'D)

Set chassis parameters.

1 Ecco Back-Up Alarm

Back-up alarm to sound when the vehicle is shifted into reverse.

2 Poly 24 X 24 X 1 Terex Logo

24 x 24 x 1 poly outrigger pads.

2 Rubber Wheel Chock Eye Bolt (Standard)

Rubber wheel chocks with eye bolt.

1 Holder Cone Stationary Post 18 H Steel

Stationary post style cone holder.

1 Grab Handle Set Three Point Contact

Grab Handle set for three point contact.

2 Mud Flap - Terex Logo (Standard)

Mud flap with logo.

Note: Trim As-Required.

1 Cab Guard 2 Tube Frame Full Length

Cab guard constructed of tubing and heavy duty expanded metal.

Note: Consists of cab guard, rear module, and gussets.

Note -Must have either a front bumper winch or channel bumper required for mounting.

1 Bumper Kit With Skirt



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Date: 17-OCT-2024

Quote Number: QU33515-TU- V3

Unit: LT40

Channel bumper and skirt required for mounting a cab guard.

1 Rear Window Guard Kit

Window guard constructed of angle and heavy duty flatten expanded metal mesh.
Note: Attaches to boom rest of cab guard support.

1 Bed Mount Lt Series (105227-102658)

Boom rest.

1 Peterson 7-Lamp Led Kit Fmvss Dot

Peterson LED 7-lamp DOT Lighting Package:
* Complies with FMVSS 108.
* Includes required lights, junction box and wiring harness.
* Note: Includes lighted License Plate Area
* Note: Includes Clearance Lights if Applicable to application.

1 Inverter 2400w

2400 watt inverter, continuous, 120VAC, Up to 20A.

1 Strobe Lht Kit 2-Cnr FI Mt Led Amber 4

Whelen 2 corner, 4 inch LED, Amber Strobe Light Kit with grommets.
*Wired into On/Off switch in cab.

8 Light Led Amber (Grill Mount)(One Light)

Whelen LED 3.5 Amber Flash Light.
*3 LED Clusters, 10 flash pattern.

Install under the cab guard - 2-strobes at each corner

4 Led Tractor Light

Truck-Lite 8150 - Round Work Light, LED.

Install (2) facing forward and (2) facing rearward under the cab guard

1 Stop/Start Rear Of Truck

Remote engine stop/start control from rear of vehicle.

1 Two Speed Rear Of Truck

Remote two speed control from rear of vehicle.



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 17-OCT-2024

Quote Number: QU33515-TU- V3

Unit: LT40

1 Icc Rear Bumper

ICC rear bumper.

1 Receiver Tube Weldment Bumper - 2

Receiver tube weldment rear bumper for a 2 receiver.

* Safety rings and reinforcement brackets

Note: Does not include the receiver.

22-inches (+/- 1-inch) from ground to top of receiver hitch.

1 7-Prong Trailer Socket Rv Style Combined

7-blade trailer socket. (RV style)

1 Front Timbrens - Rubber Stabilizers

Timbren rubber stabilizers installed on axle.

1 Torsion Bar Rear

Torsion bar stabilizer for rear axle.

18 Hyd Oil-Red Flomite(Tc Tcx Rmx Dbl Lift)

Fill with Hydraulic oil for low temperature use.

* Refer to the product maintenance manual for specific type to be used.

1 Safety Kit 10# Fire Extinguisher-Abc

Safety Kit consists of the following:

*10-lb ABC fire extinguisher with the use of 0092099 bracket.

*James King triangle reflector kit.

1 Paint Body Floor With Non-Skid Paint

Paint body floor with non-skid paint.

1 Paint Compartment Top Non-Skid Paint

Paint compartment top with non-skid paint.

1 Paint Cab Guard

Paint cab guard one color.

* Note: specify color



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 17-OCT-2024

Quote Number: QU33515-TU- V3

Unit: LT40

1 Paint Second Color Or Premium Color

Paint second color or premium.

Cab Guard and all Accessories to be painted to match unit - Omaha Orange - Reference previous City of Green Bay Builds.

1 First Article Inspection, Factory Onsite

First Article Inspection, Factory On-Site

1 Travel, Food, and Lodging for FAI - Up to (4) City of Green Bay Employees - 1 Night

Terex USA, LLC dba Terex Utilities

1. Federal Excise Tax will be added if certificate is not supplied with order.

2. The following items must be considered by the purchaser if not already included: Strobe Light; Wheel Chocks; Outrigger Pads; Outrigger Out of Stow Light; Truck Grounding Kit; Barricade Kit; Boom Stow Interlock; Auxiliary Let Down; Platform Liner; Platform Cover; Two-Speed; Start/Stop Controls; Oil Cooler; PAL; Anti-Two Block (Digger Derricks); Load Display (Digger Derricks) and Load Alert (Aerials).

3. Terex USA, LLC dba Terex Utilities strongly recommends all installation accessories be located up front in front in the quote or secondarily on the approved engineering drawing. Any accessories located or relocated during manufacturing may be subject to additional charges.

4. Terex USA, LLC dba Terex Utilities - Offers In-service Training.

5. Terex USA, LLC dba Terex Utilities - Assembly in Watertown.South Dakota is ISO 9001:2000 Certified.

CITY OF GREEN BAY

07/30/2024 Page 1

REF. NO	DESCRIPTION	QTY
	== BFXB 60DLS STANDARD SERVICE BODY - 0.000 ==	
4070287	BFXB 60DLS SERVICE BODY SS = 31 / 40 / 37 CS = 31 / 40 / 37 FBCA = 51 OL = 108 REVERSE MOUNT	1
	OVERALL WIDTH - 94.00	1
	PACK DEPTH - 20.00	1
	FLOOR WIDTH - 54.00	1
	PACK HEIGHT - 42.00	1
	MOUNTING HEIGHT - 25.00	1
4077699	STEEL UNDERSTRUCTURE - ALUM TREAD FLOOR	1
	SMOOTH ALUMINUM BULKHEAD	1
	ALUMINUM TAILSKIRT	1
	NON-STANDARD GELCOAT (NON-METALLIC ONLY)	1
	PCTT39311 (FORD SAFETY ORANGE)	
	PROVIDE DUPONT COLOR CODE AT TIME OF ORDER	
	STAINLESS STEEL ROTARY LATCH	1
	TYPE 304 STAINLESS STEEL HARDWARE	1
	TYPE 304 STAINLESS STEEL DOOR HINGE	1
	VINYL COVERED S/S CABLE DOOR STOPS	1
	NON-SKID COMPARTMENT TOPS	1
4023482	SPRING MOUNT KIT	1
8221458	CLEAR VINYL ROCK GUARDS	1
8061198	BLACK PLASTIC FUEL BEZEL (1 STANDARD)	1
	AUTOMOTIVE GRADE BUBBLE GASKET	1
	ONE PIECE MOLDED DOORS WITH AUTOMOTIVE FINISH BOTH SIDES	1
	RECESSED DOOR JAMBS	1
	FLOW THROUGH VENTILATION SYSTEM	1
	REMOVEABLE WHEEL WELL PANELS	1
	WHITE COMPARTMENT INTERIORS	1
	RECESSED DOOR SEAL SYSTEM	1
	LIGHT ADAPTOR FOR SPECIFIED CHASSIS	1
	FULL LED LIGHTING PACKAGE	1
	STOP / TAIL / TURN / MARKER & BACK-UP LIGHT	
4012826	6" RECYCLED PLASTIC TAILBOARD - DROP IN	1
4002135	HOTSTICK DOOR - STREETSIDE	1

REF. NO	DESCRIPTION	QTY
3301311-104000	HOTSTICK SHELF - STREETSIDE (60DLS)	1
5001549	HOTSTICK BRACKETS, 3" ROD (PAIR)	1
	STREETSIDE FRONT COMPT (60DLS)	1
5064187	-- ONE ADJUSTABLE SHELF	1
5064187	-- ADDITIONAL ADJUSTABLE SHELF	2
8048215	-- DIVIDER PACK - 2" FIBERGLASS - 4 PER PACK	6
	SHIPPED LOOSE	
	STREETSIDE HORIZONTAL COMPT (60DLS)	1
	-- OPEN	1
	STREETSIDE REAR COMPT (60DLS)	1
	-- HOOK PACKAGES	1
	2-3-2	
5012942	-- 2 HOOK ASSEMBLY	2
5012943	-- 3 HOOK ASSEMBLY	1
	CURBSIDE FRONT COMPT (60DLS)	1
5064187	-- ONE ADJUSTABLE SHELF	1
5064187	-- ADDITIONAL ADJUSTABLE SHELF	1
8048215	-- DIVIDER PACK - 2" FIBERGLASS - 4 PER PACK	2
	SHIPPED LOOSE	
8000436	-- SQUARE DOOR VENT	1
	REAR WALL	
	CURBSIDE HORIZONTAL COMPT (60DLS)	1
	-- OPEN	1
	CURBSIDE REAR COMPT (60DLS)	1
	-- HOOK PACKAGES	1
	2-3-2	
	ON ADJUSTABLE RAILS	
5012942	-- 2 HOOK ASSEMBLY	2
5012943	-- 3 HOOK ASSEMBLY	1
5049919	FLEXGLO COMPARTMENT LIGHTING	6
	TOP & SIDES OF DOOR	
	PRICED PER COMPARTMENT	
4041835	LOADWALL LINER, ALUMINUM (PER SIDE) (60)	2
8017573 / 4514434	WHEEL CHOCK HOLDER (FENDER)	2
	1 PER SIDE	
	COMPT. TOP, ALUMN. GRIPSTRUT (PER SIDE)	2
	BOTH SIDES	
		1
		1
		1

Quotation Number PTQ6769

To:	Terex Utilities	Date:	8/1/2024
Attn:	Mike Stolp		
Customer:	City of Green Bay		
Spec Number:	QU33515		
State:	Unknown		
Engine Type:	Diesel		
Crane/Unit Model:	LT40		
Chassis:	Ford F-550	Reference:	
Axle Configuration:	DRW (4x2)	Same As:	

Subframe Installation:

- Install customer supplied A-Frame Outriggers to Customer Supplied LT40 Insert
- Install bolt on lifting hooks and shippings stands to the opposite end if one set of outriggers is provided
- Painted Black

Tailshelf: Ship Loose/ Safety Orange Powdercoat PCTT39311

- 3/16" Aluminum Treadbrite Tailshelf 38 inches long X 94 inches wide x 6 inches high.
- Through tunnel with dropdown access doors on both sides.
 - Small stainless steel slam style paddle latch.
- 7-Lamp Light bar at rear
- Valve Mounting Plates installed below tailshelf

Curbside Access Step 34" Wide Recessed in Tailshelf

Gripstrut access steps to bed area with

12 gauge galvaneal risers and side kickplates.

One (1) Chrome Bolt-on Grabhandle for installation at side access (Ship Loose)

One (1) Aluminum Bolt-on Pool Type Grabhandle for installation at side access

One (1) Rubber Belt type access step under the side access steps. (Ship loose)

- To have a 1/4" x 4" flat added to bottom of step for mounting cable step

Outrigger Pad Holders: Bolt On / Pre-fit / Ship Loose

- Two (2) Single Aluminum under body mounted outrigger pad holders.
- Designed to hold 24" x 24" x 1" pads
- Include Pendulum retainers
- No paint/primer

Prepared for: Mike Stolp, Sales, Terex
3140 15th Ave SE
Watertown, SD 57201
Office: 605-884-3876
Email: mike.stolp@terex.com

2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)
Price Level: 430



Client Proposal

Prepared by:
Mike Johnson
Office: 605-886-5844
Email: mike@watertownfordchrysler.com
Quote ID: QU33515
Date: 07/23/2024



Prepared for: Mike Stolp

Sales, Terex

Prepared by: Mike Johnson

07/23/2024

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305



2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: QU33515

Mike Stolp, Sales, Terex

3140 15th Ave SE

Watertown, SD 57201

Office: 605-884-3876

Email: mike.stolp@terex.com

Re: Quote ID QU33515 07/23/2024

Dear Mike,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Mike Johnson

Fleet Sales

605-886-5844

mike@watertownfordchrysler.com

Prepared for: Mike Stolp

Sales, Terex

Prepared by: Mike Johnson

07/23/2024



Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: QU33515

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Prepared for: Mike Stolp

Sales, Terex

Prepared by: Mike Johnson

07/23/2024



Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: QU33515

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs. • GCWR: 30,000 lbs. • **Fifth-wheel towing capacity: 21,900 lbs.** • Gooseneck towing capacity: 22,100 lbs. • Front brake diameter: 15.4" • Rear brake diameter: 15.8" • **Vehicle body length: 272.9"** • Vehicle body width: 80.0" • Vehicle body height: 82.6" • Wheelbase: 145.0" • Vehicle turning radius: 21.2' • Front track: 74.8" • Rear track: 74.0" • Cab to axle: 60.0" • Rear tire outside width: 93.9" • **Axle to end of frame: 89.4"** • Frame section modulus: 12.7 cu.in. • Frame yield strength (psi): 50000.0 • Frame rail width: 34.2" • Front bumper to front axle: 38.3" • Front bumper to back of cab: 123.7" • Interior rear cargo volume: 11.6 cu.ft. • Max interior rear cargo volume: 11.6 cu.ft. • Total passenger volume: 64.6 cu.ft. • Headroom first-row: 40.8" • Leg room first-row: 43.9" • Shoulder room first-row: 66.7" • Hip room first-row: 62.5"

Powertrain

- Spark ignition system • 7.3L V-8 DEVCT variable valve control, engine with 335HP • Engine cylinders: V-8 • Injection Type: sequential MPI • Horsepower: 335 HP@3750 RPM • Torque: 468 lb.-ft.@3750 RPM • **Engine block heater** • Radiator • Auxiliary power take-off • 10-speed automatic • Rear-wheel drive • Recommended fuel: regular unleaded • Driveline managed traction control • **Mechanical limited slip differential**

Fuel Economy and Emissions

- Gasoline secondary fuel type • Federal emissions

Suspension and Handling

- Firm ride suspension • Heavy-duty front shock absorbers • Heavy-duty rear shock absorbers

Driveability

- 4-wheel disc brakes • Front and rear ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Brake assist system • Hill Start Assist • Mono-beam rigid axle front suspension • Front anti-roll bar • Front coil springs • **Rigid axle rear suspension** • Rear anti-roll bar • Leaf spring rear suspension • Hydraulic power-assist steering system • Re-circulating ball steering • 2-wheel steering system

Body Exterior

- Trailer wiring harness • **Running boards** • 2 doors • Clearcoat paint • Monotone paint • Black fender flares • Black side window trim • Black door handles • Black windshield trim • **Chrome front bumper** • 2 front tow hooks • **Body-coloured front bumper rub strip** • **Black grille with chrome accents** • Convex spotter in driver and passenger side door mirrors • Manual extendable trailer mirrors • Turn signal indicator in door mirrors • Black door mirrors • LT225/70RS19.5 AS BSW front and rear tires • 19.5 x 6-inch front and dual rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking • Keyfob activated door locks • All-in-one remote fob and ignition key • Cruise control with steering wheel mounted controls • **FordPass Connect smart device and keyfob vehicle start control** • Day/Night rearview mirror • Power first-row windows • Fixed rear windshield • Front beverage holders • Illuminated locking glove box • 6 beverage holders • Illuminated glove box • Instrument panel covered bin • Dashboard storage • Retained accessory power • Trip computer • Upfitter switches • Over the air updates • PRND in IP

Prepared for: Mike Stolp

Sales, Terex
Prepared by: Mike Johnson
07/23/2024



Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: QU33515

Selected Equip & Specs (cont'd)

Comfort

- Manual climate control • Cabin air filter • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Urethane steering wheel • Manual tilting steering wheel • Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 3 • 40-20-40 split-bench front seat • Driver seat with 4-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Split-bench front seat • Front seat center armrest • Front seat armrest storage • Manual reclining driver seat • Manual driver seat fore/aft control • Manual reclining passenger seat • Manual passenger seat fore/aft control • Manual driver seat lumbar • Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays • 8 inch primary display • Primary touchscreen display • AM/FM stereo radio • **AM/FM** • In-vehicle audio • AM radio • FM radio • Seek scan • SYNC 4 external memory control • Standard grade speakers • Speakers number: 4 • Steering wheel mounted audio controls • SYNC 4 voice activated audio controls • Speed sensitive volume • Wireless audio streaming • Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display • Configurable instrumentation gauges • Trip odometer • In-radio display clock • Compass • Exterior temperature display • Driver information center • Tachometer • Oil pressure gauge • Engine/electric motor temperature gauge • Transmission fluid temperature gauge • Engine hour meter • Gauge cluster display size (inches): 4.20 • Light tinted windows • Reflector headlights • Halogen headlights • Autolamp auto on/off headlight control • Multiple enclosed headlights • Delay-off headlights • DRL preference setting • Variable intermittent front windshield wipers • Illuminated entry • Front reading lights • Variable instrument panel light • Daytime running lights • Cab clearance lights • Remote activated perimeter approach lighting • **Front fog lights** • Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device • SYNC 4 handsfree wireless device connectivity • AppLink/Apple CarPlay/Android Auto smart device wireless mirroring • FordPass App mobile app access • FordPass Connect 5G mobile hotspot internet access • 2 USB ports

Safety and Security

- Driver front impact airbag • Seat mounted side impact driver airbag • Safety Canopy System curtain first-row overhead airbags • Cancellable front passenger air bag • Seat mounted side impact front passenger airbag • 6 airbags • Front height adjustable seatbelts • SecuriLock immobilizer • Remote panic alarm • Lane Departure Warning • Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation • **Rear mounted camera**

Dimensions

General Weights

* Curb weight 6,661 lbs. * Rear curb weight 3,035 lbs.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing

Prepared for: Mike Stolp

Sales, Terex
Prepared by: Mike Johnson
07/23/2024



Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: QU33515

Selected Equip & Specs (cont'd)

* GVWR 19,000 lbs. * Payload 12,270 lbs.

Trailer Weights

* Fifth-wheel towing capacity 21,900 lbs. Gooseneck towing capacity 22,100 lbs.
Conventional capacity 18,500 lbs. GCWR 30,000 lbs.

Front Weights

* Front curb weight 3,626 lbs. * GAWR front 7,500 lbs.
* Axle capacity front 7,500 lbs. * Spring rating front 7,500 lbs.
Tire/wheel capacity front 7,500 lbs.

Rear Weights

* GAWR rear 13,900 lbs. * Axle capacity rear 13,900 lbs.
* Spring rating rear 13,900 lbs. Tire/wheel capacity rear 15,000 lbs.

Off Road

Min ground clearance 8.5"

Exterior Measurements

* Vehicle body length 272.9" Vehicle body width 80.0"
Vehicle body height 82.6" Wheelbase 145.0"
Front brake diameter 15.4" Rear brake diameter 15.8"
Rear frame height loaded 29.9" * Rear frame height unloaded 36.4"
Front track 74.8" Rear track 74.0"
Vehicle turning radius 21.2' Cab to axle 60.0"
Rear tire outside width 93.9" * Axle to end of frame 89.4"
Frame section modulus 12.7 cu.in. Frame yield strength (psi) 50000.0
Frame rail width 34.2" Front bumper to front axle 38.3"
Front bumper to back of cab 123.7"

Interior Measurements

Interior rear cargo volume 11.6 cu.ft. Max interior rear cargo volume 11.6 cu.ft.

Interior Volume

Total passenger volume 64.6 cu.ft.

Headroom

Headroom first-row 40.8"

Legroom

Leg room first-row 43.9"

Shoulder Room

Shoulder room first-row 66.7"

Prepared for: Mike Stolp

Sales, Terex
Prepared by: Mike Johnson
07/23/2024



Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: QU33515

Selected Equip & Specs (cont'd)

Hip Room

Hip room first-row 62.5"

Powertrain

Engine

Engine	7.3L V-8 DEVCT variable valve control, engine with 335HP	Valves per cylinder	2
Engine cylinders	V-8	Injection type	sequential MPI
Engine location	Front mounted engine	Ignition	Spark ignition system
Engine mounting direction	Longitudinal mounted engine	Engine block material	Iron engine block
Cylinder head material	Aluminum cylinder head		

Engine Specs

Displacement	7.3L	cc	445 cu.in.
Bore	4.21"	Stroke	3.98"
Compression ratio	10.5	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	335 HP@3750 RPM	Torque	468 lb.-ft.@3750 RPM
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Alternator

Alternator amps	190A	Alternator type	Regular duty alternator
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Battery

Battery amps	78Ah	Battery type	HD lead acid battery
Battery rating	750CCA	Battery run down protection	Battery run down protection

Engine Extras

*Block heater	Engine block heater	Radiator	Radiator
Auxiliary power take-off	Auxiliary power take-off		

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.615	Second gear ratio	2.919
Third gear ratio	2.132	Fourth gear ratio	1.773
Fifth gear ratio	1.519	Sixth gear ratio	1.277
Reverse gear ratio	4.695	Seventh gear ratio	1
Eighth gear ratio	0.851	Ninth gear ratio	0.687
Tenth gear ratio	0.632	Stall ratio	1.97

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2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: QU33515

Selected Equip & Specs (cont'd)

Selectable mode transmission... Selectable mode transmission
Transmission oil cooler... Transmission oil cooler

Sequential shift control... SelectShift Sequential shift control
PTO transmission provision... PTO transmission provision

Drive Type

Drive type... Rear-wheel drive

Drivetrain

Axle ratio... 4.88

Exhaust

Tailpipe... Stainless steel single exhaust

Fuel

Fuel type... regular unleaded

Fuel Tank

Fuel tank capacity... 40.00 gal.

Drive Feature

* Limited slip differential... Mechanical limited slip differential

Traction control... Driveline managed traction control

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type... Gasoline secondary fuel type

Emissions

Emissions... Federal emissions

Suspension and Handling

Suspension

Suspension... Firm ride suspension
Rear shock absorbers... Heavy-duty rear shock absorbers

Front shock absorbers... Heavy-duty front shock absorbers

Driveability

Brakes

Brake type... 4-wheel disc brakes
ABS brakes... Four channel ABS brakes

Ventilated brakes... Front and rear ventilated disc brakes
ABS brakes... 4-wheel antilock (ABS) brakes

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2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: QU33515

Selected Equip & Specs (cont'd)

Brake Assistance

Hill start assist Hill Start Assist Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar Suspension ride type front Mono-beam rigid axle
front suspension

Front Spring

*HD front springs Heavy-duty front springs Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs Rear springs Heavy-duty rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar Suspension type rear Leaf spring rear
suspension

* Suspension ride type rear Rigid axle rear
suspension

Steering

Steering Hydraulic power-assist steering
system Steering type Re-circulating ball steering
Steering type number of wheels 2-wheel steering
system

Exterior

Front Wheels

Front wheels diameter 19.5" Front wheels width 6"

Rear Wheels

Rear wheels diameter 19.5" Rear wheels width 6"

Front And Rear Wheels

Appearance argent Material steel

Front Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm Front wheel - RPM 647

Rear Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT

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Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: QU33515

Selected Equip & Specs (cont'd)

Width 225mm Rear wheel - RPM 647

Body Exterior

Trailer

Towing wiring harness Trailer wiring harness Towing brake controller ... Trailer brake controller
Towing trailer sway Trailer sway control

Exterior Features

Number of doors 2 doors *Running boards Running boards
Front splash guards Front splash guards

Body

Body panels ... Aluminum body panels with side impact beams

Mirrors

Convex spotter Convex spotter in driver and passenger side door mirrors Turn signal in door mirrorsTurn signal indicator in door mirrors

Tires

Front tires LT load rating G Rear tires LT load rating G

Wheels

Dual rear wheels Dual rear wheels

Convenience

Door Locks

Door locks Power door locks with 2 stage unlocking Keyfob door locks ... Keyfob activated door locks
All-in-one keyAll-in-one remote fob and ignition key

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

*Fob remote vehicle controls FordPass Connect smart device and keyfob vehicle start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

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Price Level: 430 | Quote ID: QU33515

Selected Equip & Specs (cont'd)

Door mirrors	Power door mirrors	Folding door mirrors	Manual folding door mirrors
Heated door mirrors	Heated driver and passenger side door mirrors		

Front Side Windows

First-row windows	Power first-row windows
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Overhead Console

Overhead console	Full overhead console	Overhead console storage	Overhead console storage
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Passenger Visor

Visor passenger mirror	Passenger visor mirror
------------------------	------------------------

Power Outlets

12V power outlets	2 12V power outlets
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Rear Windshield

Rear windshield	Fixed rear windshield
-----------------	-----------------------

Storage

Number of beverage holders	6 beverage holders	Beverage holders	Front beverage holders
Glove box	Illuminated locking glove box	Illuminated glove box	Illuminated glove box
Instrument panel storage	Instrument panel covered bin	Dashboard storage	Dashboard storage

Windows Feature

One-touch up window	Driver and passenger one-touch up windows	One-touch down window	Driver and passenger one-touch down windows
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Miscellaneous

Trip computer	Trip computer	PRND in IP	PRND in IP
Upfitter switches	Upfitter switches	Accessory power	Retained accessory power
Over the air updates	Over the air updates		

Comfort

Climate Control

Climate control	Manual climate control	Cabin air filter	Cabin air filter
-----------------	------------------------	------------------	------------------

Headliner

Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
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Floor Trim

Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage
----------------	---------------------------	----------------	---------------------

Steering Wheel

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Selected Equip & Specs (cont'd)

Steering wheel material Urethane steering wheel	Steering wheel telescopic Manual telescopic steering wheel
Steering wheel tilt Manual tilting steering wheel	

Seats and Trim

Seat Capacity

Seating capacity 3

Front Seats

Front seat type Split-bench front seat	Driver seat direction Driver seat with 4-way directional controls
Driver seat fore/aft control Manual driver seat fore/aft control	Passenger seat direction Front passenger seat with 4-way directional controls
Split front seats 40-20-40 split-bench front seat	Reclining passenger seat Manual reclining passenger seat
Passenger seat fore/aft control Manual passenger seat fore/aft control	Front head restraints Height adjustable front seat head restraints
Front head restraint control Manual front seat head restraint control	Armrests front center Front seat center armrest
Armrests front storage Front seat armrest storage	Reclining driver seat Manual reclining driver seat

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery	Front seatback upholstery Vinyl front seatback upholstery
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Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display	Number of first-row displays 2 total number of 1st row displays
Primary display size 8 inch primary display	

Radio Features

External memory SYNC 4 external memory control	Seek scan Seek scan
--	---------------------

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2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: QU33515

Selected Equip & Specs (cont'd)

Speakers

Speakers Standard grade speakers Speakers number 4

Audio Features

Steering mounted audio control Steering wheel mounted audio controls Speed sensitive volume Speed sensitive volume
Voice activated audio SYNC 4 voice activated audio controls Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer Instrumentation display Digital/analog instrumentation display
Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Temperature display Exterior temperature display Driver information center Driver information center
Clock In-radio display clock Compass Compass

Instrumentation Gauges

Tachometer Tachometer Oil pressure gauge Oil pressure gauge
Transmission temperature gauge Transmission fluid temperature gauge gauge Engine/electric motor temperature gauge
Gauge cluster display size (inches) 4.20 Engine hour meter Engine hour meter

Instrumentation Warnings

Engine temperature warning Engine temperature warning Oil pressure warning Oil pressure warning
Low fuel warning Low fuel warning Low brake fluid warning Low brake fluid warning
Battery charge warning Battery charge warning Headlights on reminder Headlights on reminder
Key in vehicle warning Key in vehicle warning Door ajar warning Door ajar warning
Service interval warning Service interval indicator

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights Headlight type Reflector headlights
Auto headlights Autolamp auto on/off headlight control Multiple headlights Multiple enclosed headlights
Delay off headlights Delay-off headlights DRL preference setting DRL preference setting

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Price Level: 430 | Quote ID: QU33515

Selected Equip & Specs (cont'd)

Front Windshield

Wipers... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry... Illuminated entry
Variable panel light... Variable instrument panel light
Front reading lights... Front reading lights

Lights

Running lights... Daytime running lights
Interior courtesy lights... Fade interior courtesy lights
Clearance lights... Cab clearance lights
* Fog lights... Front fog lights
Perimeter approach lighting... Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree... SYNC 4 handsfree wireless device connectivity
Smart device integration... AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
Emergency SOS... SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access... FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports... 2 USB ports

Safety and Security

Airbags

Front impact airbag driver... Driver front impact airbag
Number of airbags... 6 airbags
Front impact airbag passenger... Cancellable front passenger air bag
Front side impact airbag driver... Seat mounted side impact driver airbag
Front side impact airbag passenger... Seat mounted side impact front passenger airbag
Overhead airbags... Safety Canopy System curtain first-row overhead airbags

Seatbelts

Height adjustable seatbelts... Front height adjustable seatbelts

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Selected Equip & Specs (cont'd)

Security System

Immobilizer SecuriLock immobilizer Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Departure Warning Forward collision warning Pre-Collision Assist
with Automatic Emergency Braking (AEB)
forward collision mitigation

Cameras

* Rear camera Rear mounted camera

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2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: QU33515

As Configured Vehicle

Code	Description
Base Vehicle	
F5G	Base Vehicle Price (F5G)
Packages	
660A	Order Code 660A Includes: - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic - 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail. - Tires: 225/70Rx19.5G BSW A/P - Wheels: 19.5" x 6" Argent Painted Steel - Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat - Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player - Includes 4 speakers. - SYNC 4 Communications & Entertainment System - Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.
Powertrain	
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas
44G	Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail.
X8L	Limited Slip w/4.88 Axle Ratio
68U	GVWR: 19,000 lbs Payload Upgrade Package Includes upgraded frame and upgraded rear-axle. Note: See Order Guide Supplemental Reference for further details on GVWR and payload ranges.
Wheels & Tires	
TGJ	Tires: 225/70Rx19.5G BSW A/P
64Z	Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included.
Seats & Seat Trim	
A	HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.

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07/23/2024



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2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: QU33515

As Configured Vehicle (cont'd)

Code	Description
Other Options	
PAINT	Monotone Paint Application
145WB	145" Wheelbase
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC 4 Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</i>
96V	XL Chrome Package <i>Includes:</i> - Chrome Front Bumper - Bright Grille - Remote Start - Halogen Fog Lamps
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR <i>Includes upgraded front axle and max 7,500 lbs. Front springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer.</i>
63C	Aft-Axle Frame Extension <i>42.4" aft-of-axle frame extension increases AF dimension to 89.4".</i>
41H	Engine Block Heater
18B	Platform Running Boards
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>
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Sales, Terex
Prepared by: Mike Johnson
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2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: QU33515

As Configured Vehicle (cont'd)

Code	Description
MB_02	Orange Requires Valid FIN Code.
Emissions	
425	50-State Emissions System
Interior Color	
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

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2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

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Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

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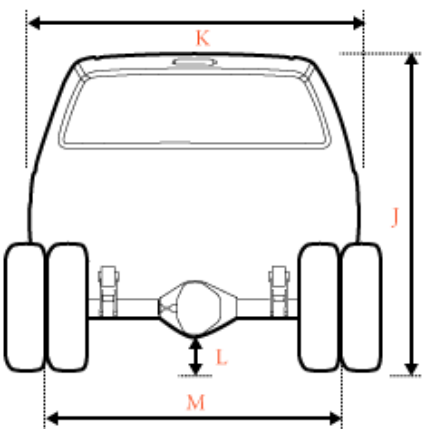
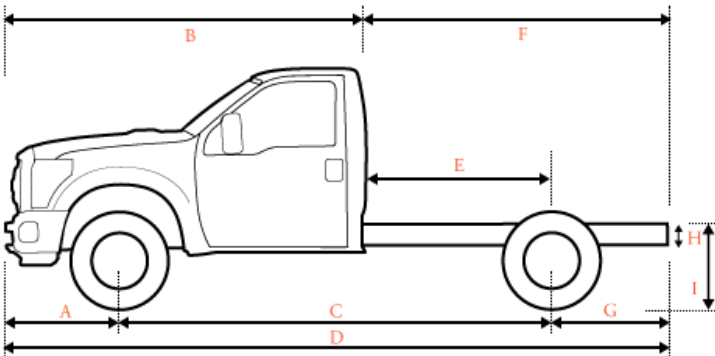
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Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	123.70 in.
C	Wheelbase (WB)	145.00 in.
D	Overall Length (OAL)	272.90 in.
E	Back of Cab to Rear Axle (CA)	60.00 in.
F	Back of Cab to End of Frame	149.40 in.
G	Rear Axle to End of Frame (AF)	89.40 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	36.40 in.
I	Rear Frame Height Loaded	29.90 in.
J	Cab Height	82.60 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.50 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

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07/23/2024

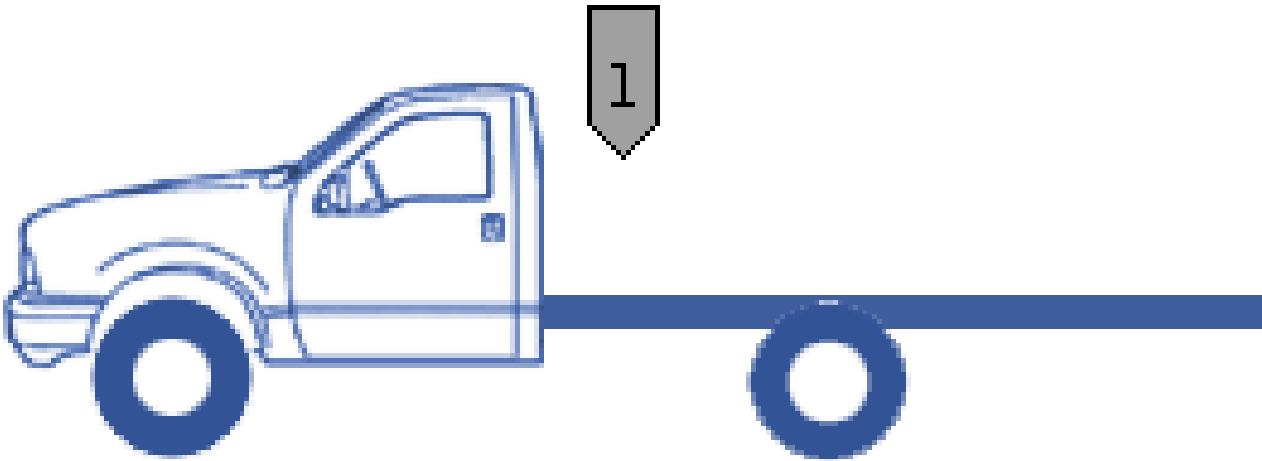


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2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: QU33515

Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	3,626 lbs	3,035 lbs	6,661 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	300 lbs	150 lbs	450 lbs
1 Max Payload - (Max Payload)	3,574 lbs	10,715 lbs	14,289 lbs
TOTAL	7,500 lbs	13,900 lbs	21,400 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	7,500 lbs	13,900 lbs	19,000 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	7,500 lbs	13,900 lbs	
Axle	7,500 lbs	13,900 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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Prepared by: Mike Johnson
07/23/2024



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2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: QU33515

Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	33.04 %
Start grade capability in reverse	4.70	15.00 %	33.61 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	6.19 %
Maximum grade in 9th gear	0.69	3.00 %	4.99 %
Maximum grade in 10th gear	0.63	3.00 %	4.59 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	113 mph
To meet your requirement you need a maximum axle ratio of 8.80			
Top Speed on 3% grade		55 mph	
To meet your requirement you need a maximum of 120 hp			
Cruise Speed		60 mph	78 mph
Engine RPM at desired cruise speed			1,995 rpm

Variables in Use

Start

Rear axle ratio:	4.88	Clutch engagement torque:	234 ft.lbs.
Tire size:	225/70R19.5 (647 rev/mile)	Torque conversion ratio:	1.97
Gross Vehicle Weight (GVW):	19,000 lbs		

Grade

Rear axle ratio:	4.88	Gross Vehicle Weight (GVW):	19,000 lbs
Tire size:	225/70R19.5 (647 rev/mile)	Peak engine torque:	468 ft.lbs.

Speed

Engine Power:	335 hp @ 3,750 rpm	Worst road surface:	Typical Highway
Peak Torque RPM:	3,750 rpm	Final Drive Ratio:	0.63
Frontal Area:	40.89 Sq.Ft.	Drag Coefficient:	0.80
Cruising RPM:	2,600 rpm		

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Sales, Terex

Prepared by: Mike Johnson

07/23/2024



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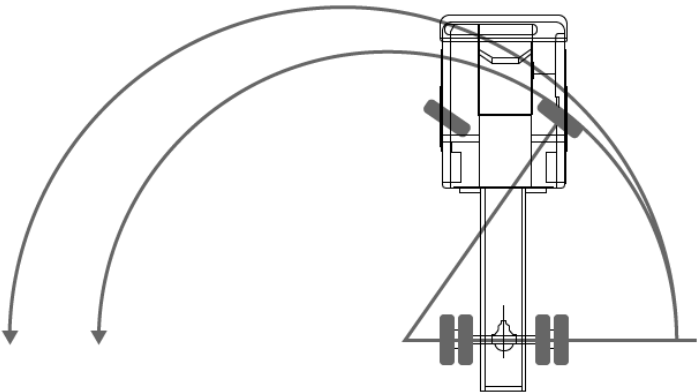
2024 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 430 | Quote ID: QU33515

Vehicle Dimension and Performance Summary (cont'd)

Turning Radius

Turning Radius 21.25 ft





Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY**AGENDA ITEM # U.I**

To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.

- a. Housing Inspector
- b. Operator I
- c. Civil Engineer I / II

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

- 1. Personnel Committee Request to Fill Memo
- 2. Housing Inspector - S Nelson-request to fill
- 3. Operator I - Robert Blake 11.15.24
- 4. Civil Engineer - OMalley

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: October 29, 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.

- Housing Inspector – Replacement position due to the retirement of Scott Nelson effective October 16, 2024. This position is budgeted at \$30.01 - \$35.30 per hour (Pay Grade H).
- Operator I – Replacement position due to the resignation of Robert Blake effective November 15, 2024. This position is budgeted at \$25.43 to \$29.06 per hour (Pay Grade F).
- Civil Engineer I – Replacement position due to the resignation of Kelly O'Malley effective November 1, 2024. This position is budgeted at \$73,445 to \$86,403 annually (Pay Grade J).

**Position Fill Request
Justification Report
October 17, 2024**

Position Title: Housing Inspector

- 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

Scott Nelson retired on October 16, 2024

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, this position is included in the current budget at Pay Grade H (\$30.01 – \$35.30/hour).

- 3. Please list the functions and any special information regarding this position.**

Housing Inspectors are responsible for the education and enforcement of municipal code to ensure the safety, health and welfare of the community. They follow up on complaints from the community regarding those issues. They are required to explain and interpret code provisions and zoning requirements to contractors, other City departments, and the general public.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

Yes, their work results in permits being required and obtained. Housing Inspectors are also responsible for enforcement of codes which might include issuing re-inspection fees as well as municipal citations.

- 5. Please explain why current staff is unable to absorb duties of this position.**

Inspection time will be delayed by over 30%. Current staff is already beyond capacity. Asking them to do more means their own and same work would not get done.

- 6. If duties of position are presently being done, how are they done?**

By other Housing Inspectors.

- 7. What service would be reduced or eliminated if this position is not filled?**

The City would not be capable of providing efficient Housing and Zoning inspections which would put at risk the safety, health and welfare of the community. It will also reduce the level of customer service.

8. What are the alternative methods and costs of accomplishing the work?

There are none. Current staff is already beyond capacity. Asking them to do more means their own and same work would not get done.

9. Are there union issues?

No.

10. Other supporting comments.

Filling this position is essential in maintaining the safety, health and welfare of the community.

**Position Fill Request
Justification Report
October 18, 2024**

Position Title: Operator I (Tractor)

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 due to the resignation of Robert Blake at the end of his regular shift on November 15, 2024.

2. **Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, this position is currently funded in the DPW-Traffic Division operating budget. The current wage range is \$25.43 to \$29.06 per hour (Pay Grade F).

3. **Please list the functions and any special information regarding this position.**

Tractor Operators perform a full range of duties including, but not limited to, removing snow, cutting grass, snow/ice control between winter storms, beam guard rail repair, pavement repair, pothole patching, and general labor assignments related to DPW core functions.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

This position does not generate revenue for the City. The use of in-house labor and equipment reduces the need to contract out for those services.

5. **Please explain why current staff is unable to absorb duties of this position.**

Loss of a Tractor Operator position represents a reduction in DPW's ability to provide all Street Section services in a timely manner, notably wintertime snow removal and summertime grass cutting.

6. **If duties of position are presently being done, how are they done?**

Duties of vacant positions are assigned to other Street Section employees as needed. When there is a lack of personnel, assignments are prioritized. If staffing is not available, then lower priority assignments are either postponed or not completed.

7. **What service would be reduced or eliminated if this position is not filled?**

DPW will continue to perform all of its core services. However, a reduction in staffing will result in a lower level of service to residents. DPW's biggest concern is keeping up with grass cutting, yard waste collection, and snow removal duties.

8. **What are the alternative methods and costs of accomplishing the work?**

DPW must 1) provide proper maintenance, care, and safety of City infrastructure, and 2) comply with City ordinance regarding care of grassy areas. The frequency of grass cutting cannot be reduced during the growing season, as DPW-maintained grass is already allowed to grow to the maximum height allowed by ordinance before cutting. One alternative would

be working overtime to maintain the required service, or outsourcing of services. But continued overtime can lead to employee burnout and lower morale. Another alternative would be to reduce City services like 1) increasing the snowfall amount before plowing from 2 inches to 3 inches, and 2) eliminating the curbside yard waste collection program.

9. Are there union issues?

No

10. Other supporting comments.

None

**Position Fill Request
Justification Report
October 24, 2024**

Position Title: Civil Engineer – Utility Section

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This position is vacant as a result of Kelly O'Malley's resignation effective November 1, 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.**

The position is included in the current budget. The position is currently funded 50% by the Sanitary Sewer Utility and 50% by the Storm Water Utility budgets; however, in the 2025 budget it is proposed to be funded 25% Sanitary Sewer Utility funded and 75% Storm Water Utility funded. Salary range: Civil Engineer I - \$73,445-\$86,403; Civil Engineer II - \$78,957-\$92,893.

- 3. Please list the functions and any special information regarding this position.**

This position provides project management, design, and planning for Utility Division projects, in particular stormwater related projects. This position conducts site plan and storm water management plan review, as well as responds to storm water drainage issues. This is a critical position within the Utility Division to ensure projects are completed to comply with WDNR's stormwater permit requirements and to implement required plans.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

The position generally does not generate revenue and reduce expenses. However, the City does have a fee associated with stormwater management plan reviews conducted by this position.

- 5. Please explain why current staff is unable to absorb duties of this position.**

This vacancy is one of two Utility Engineer positions within the City. It is a critical position for both compliance with the City's MS4 permit and to review submittals associated with development and redevelopment within the City. Current staff are unable to absorb any more duties with all of the projects and activities that are required to maintain compliance with the stormwater and sanitary sewer permits.

6. If duties of position are presently being done, how are they done?

Currently, the duties are being done by the incumbent of this position. The Utility Manager and others will have to cover the work until the position can be filled. Overall some projects may not receive the same level of attention or timeliness until this position is filled.

7. What service would be reduced or eliminated if this position is not filled?

Site plan and storm water management plan reviews may not be completed in a timely manner. More work would need to be contracted out. The City would be unable to take on new projects necessary to achieve permit goals and comply with regulations.

8. What are the alternative methods and costs of accomplishing the work?

The alternate method of accomplishing the work would be to hire outside consultants to supplement our engineering staff. The cost associated with this alternative would be approximately 15-25% of the value of the construction for each project the outside consultant works on. These additional costs were not anticipated either through the development of the 2025 budget nor the 2025 Capital Improvement Program. Furthermore, it is difficult for a consultant to fill this role since they would be reviewing the work of other consultants, which can result in positive or negative biases on behalf of the City.

9. Are there union issues?

No

10. Other supporting comments.

None.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # U.2

To approve the request to add a Mental Health Nurse Practitioner position to the Police Department's table of organization, starting January 1, 2025.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Psychiatric Mental Health Nurse Practitioner - Request to Fill - Final
2. Health and Wellness PMHNP Job Description - Final
3. Fiscal Impact Spreadsheet - Health and Wellness PMHNP



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
Joseph Faulds, Chief of Operations

From: Melanie Falk, Human Resources Manager

Re: Request to add a Psychiatric Mental Health Nurse Practitioner to the Police Department Table of Organization and Request to Fill the Position

Date: October 28, 2024

RECOMMENDATION:

The Police Department is requesting that a Psychiatric Mental Health Nurse Practitioner, pay grade R (\$125,882 - \$148,075) be added to the department's Table of Organization, and it is requested that the department receive authorization to fill the new position. The Police Department was recently awarded a \$200,000 USD0J-COPS grant to fund this position and cover expenses for 2025. On October 15, 2024, the City Council accepted this grant.

The Mental Health Nurse Practitioner position and the job responsibilities were reviewed by the City's consultant, Cottingham and Butler for placement in the salary plan.

BACKGROUND:

On September 30, 2024, the Police Department was awarded a \$200,000 grant to hire a non-sworn Psychiatric Mental Health Nurse Practitioner. This grant will be used to cover the salary and benefits for this position in 2025, and the department will absorb the funding cost (approximately \$205,000) for 2026, the second year of this limited term project.

Currently, the Police Department contracts with a mental health provider for psychiatric and wellness services for its officers. However, due to the high utilization and the need to broaden the wellness and psychiatric support of the officers, the Police Department applied for this grant.

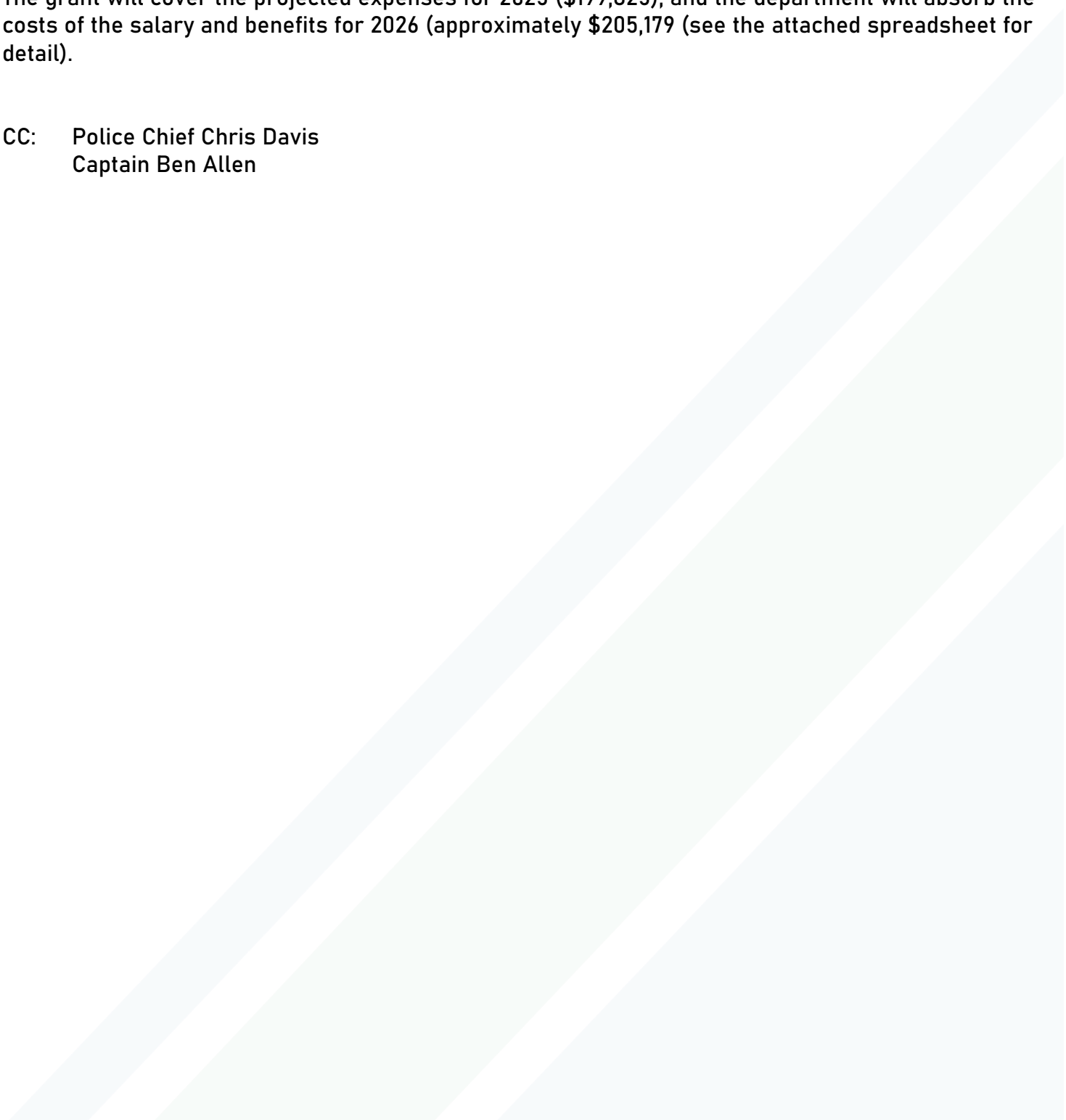
The Psychiatric Mental Health Nurse Practitioner will be responsible for supporting employee occupational wellness and advancing the officers' health and safety by providing dedicated accessibility to health and wellness services and providing support during critical incidents. In addition to the critical incident intervention, the Chief has expressed the importance of implementing annual mental health wellness check-ins for all officers, which will be conducted by the new Mental

Health Nurse Practitioner. This is due to the extremely high-stress environment and increased exposure to traumatic events that an officer may experience 2-3 times per shift. This position will also be responsible for evaluating, diagnosing and treating psychiatric illnesses or acute needs; presenting training to staff relative to wellness; and coordinating referrals to primary care, chiropractic services or physical therapy.

FISCAL IMPACT:

The grant will cover the projected expenses for 2025 (\$199,825), and the department will absorb the costs of the salary and benefits for 2026 (approximately \$205,179 (see the attached spreadsheet for detail)).

CC: Police Chief Chris Davis
Captain Ben Allen

Three broad, diagonal stripes in light blue, light green, and light blue extend from the bottom left towards the top right of the page, creating a modern, abstract background design.



JOB DESCRIPTION

City of Green Bay

Position Title	Psychiatric Mental Health Nurse Practitioner
Department	Police
Reports To	Community Services Division
Position Status	Non-Exempt
Salary Range	Grade R
Job Summary	The Psychiatric Mental Health Nurse Practitioner PMHNP will support the department by promoting, assessing, and optimizing the holistic health of the workforce and workplace. This position will consist of administrative, clinical, and academic responsibilities. The primary focus of this position is to support employees' occupational wellness and advance the workforce's health and safety. This position will work directly with sworn and professional staff employees, other healthcare providers, Human Resources, and legal counsel. Serves as a subject matter expert regarding mental health and wellness issues.
Essential Functions	1) Provides individual, family, and group psychotherapy. 2) Evaluates, diagnoses, and treats psychiatric problems, illnesses, and acute needs. 3) Psychopharmacologic initiation, management, and education. 4) Coordinates and integrates multidisciplinary services. i.e., referral to primary care, chiropractic services, physical therapy, etc. 5) Presents training and education for sworn and professional staff relative to wellness as assigned. 6) Coordinates efforts with the sworn and professional staff wellness team. 7) Manages and updates operational procedures for the peer support team. 8) Establishes CISD procedure, to include organizing and facilitating debriefings and defusing. 9) Promotes wellness-orientated self-care and delivers wellness information to the department through various communication methods. 10) Performs appropriate screening assessments to include mandatory Wellness Checks. 11) Completes the annual wellness program audit and summary. 12) Participates in departmental improvement initiatives assigned to promote a proactive approach, including specialty communication training and education, Advanced Academy Curriculum, Leadership Development, and community initiatives. 13) Researches, analyzes, and implements new techniques for trauma treatment. 14) Performs other duties as assigned.

<i>Knowledge, Skills, and Abilities</i>	▪ Considerable knowledge of psychiatric conditions and treatments. ▪ Considerable knowledge and proficiency in administering various medications and treatment protocols. ▪ Considerable knowledge of the principles, methods, priorities, and techniques of police work. ▪ Established knowledge of law enforcement policy and procedure. ▪ Established knowledge of laws and ordinances, including federal, state, and local. ▪ Ability to deliver high-quality, culturally competent care. ▪ Ability to communicate effectively, both verbally and in writing. ▪ Ability to work independently and as part of a team. ▪ Ability to commit to ongoing professional development. ▪ Ability to utilize a computer and the required software. ▪ Ability to establish and maintain effective working relationships with the staff and the general public. ▪ Ability to work the required hours of the position.
<i>Required Education and Experience</i>	▪ Master of Science degree in Nursing with an emphasis in mental health. ▪ Active license as an Advanced Practice Nurse Prescriber (APNP) in the state of Wisconsin. ▪ Board certification from the American Nurses Association Credentialing Center (ANCC) as a Psychiatric and Mental Health Nurse Practitioner (Across the Lifespan). ▪ Active Drug Enforcement Administration (DEA) license ▪ Practicing Certification specific to the treatment of trauma. (i.e. EMDR) ▪ 5 years of work experience providing first responders with mental health services and support. ▪ Valid driver's license and good driving record. ▪ Must have an acceptable personal and professional history as determined by successfully completing a background investigation.
Physical Requirements	Ability to perform the following activities: ▪ Lifting and carrying up to 50 pounds. ▪ Frequent standing, walking, sitting, and bending. ▪ Ability to work in varied environmental conditions. ▪ Ability to reach and climb.
The above is not to be construed as an exhaustive statement of duties, responsibilities, or requirements. I have read the above position description and understand the duties and responsibilities of the position. _____ Employee Name (please print) _____ Date _____ Employee Signature	

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
		Health	\$19,650.00
		Life	\$100.00
		Dental	<u>\$1,600.00</u>
			\$51,749.84
TOTAL	\$199,825.04		

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
		Health	\$19,650.00
		Life	\$100.00
		Dental	<u>\$1,600.00</u>
			\$52,661.83
TOTAL	\$205,179.29		

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
		Health	\$0.00
		Life	\$0.00
		Dental	<u>\$0.00</u>
			\$0.00
TOTAL	\$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
Personnel Committee
of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # U.3

To approve the tentative agreement between the City of Green Bay and City of Green Bay Fire Fighters Local 141, International Association of Fire Fighters AFL-CIO 158.

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.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # V.I

To receive and place on file the report by the Police Department on the monthly Traffic Enforcement Unit Traffic Safety Plan.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 10 TRAFFIC SAFETY PLAN October 2024
2. 10 2ND QTR FATAL CRASH SUMMARY



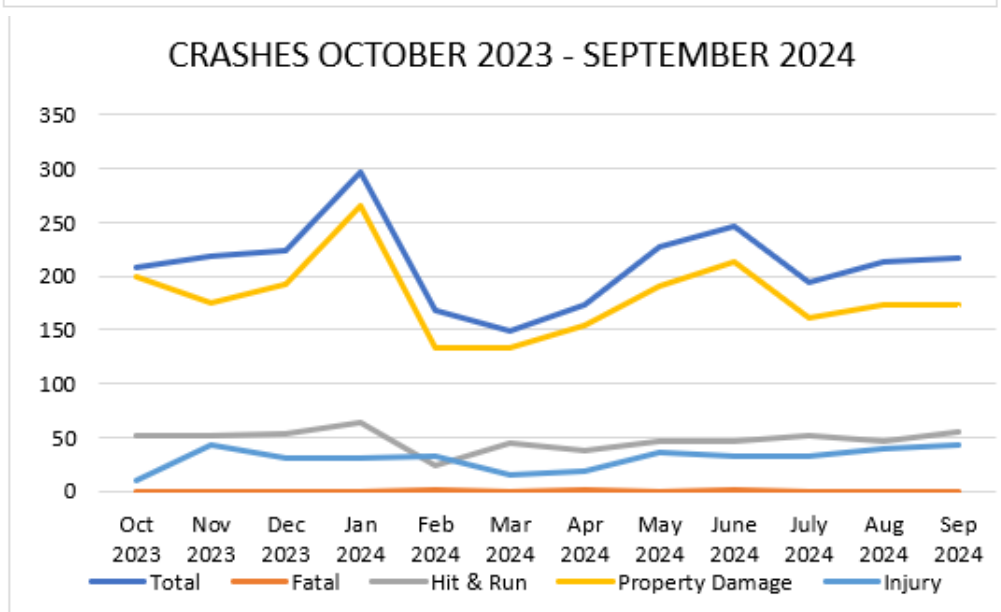
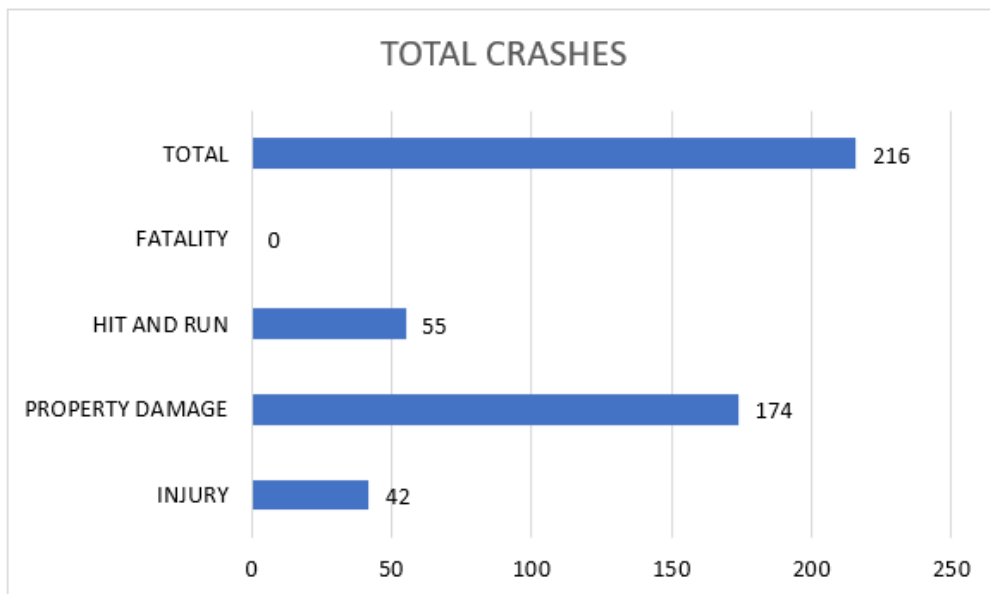
Green Bay Police Department

OCTOBER 2024

Traffic Safety Plan

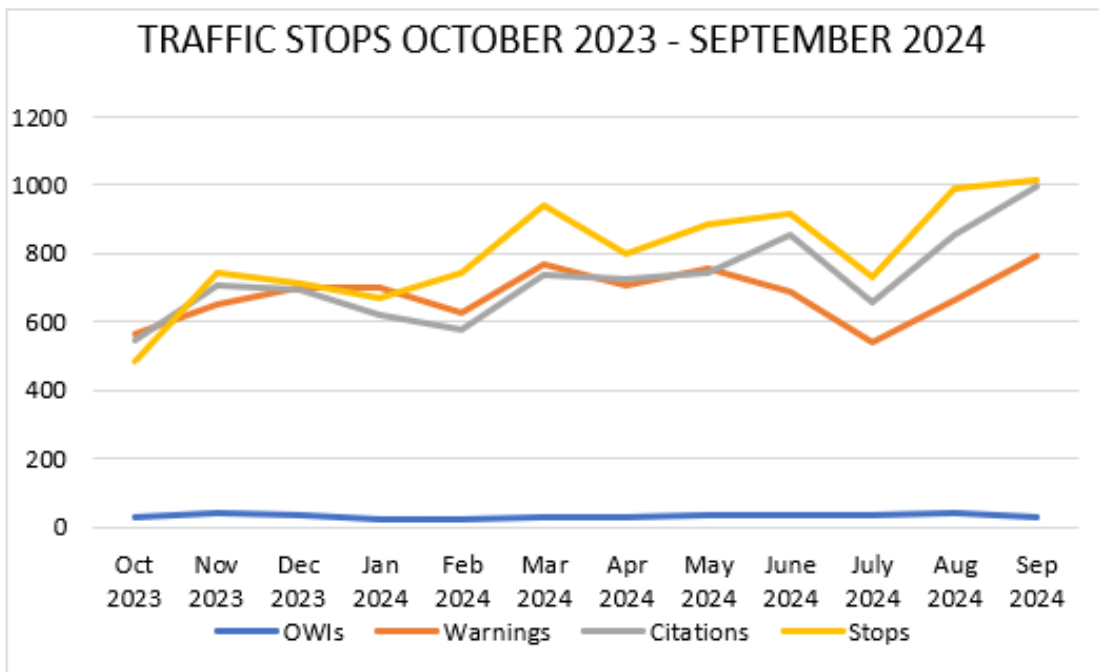
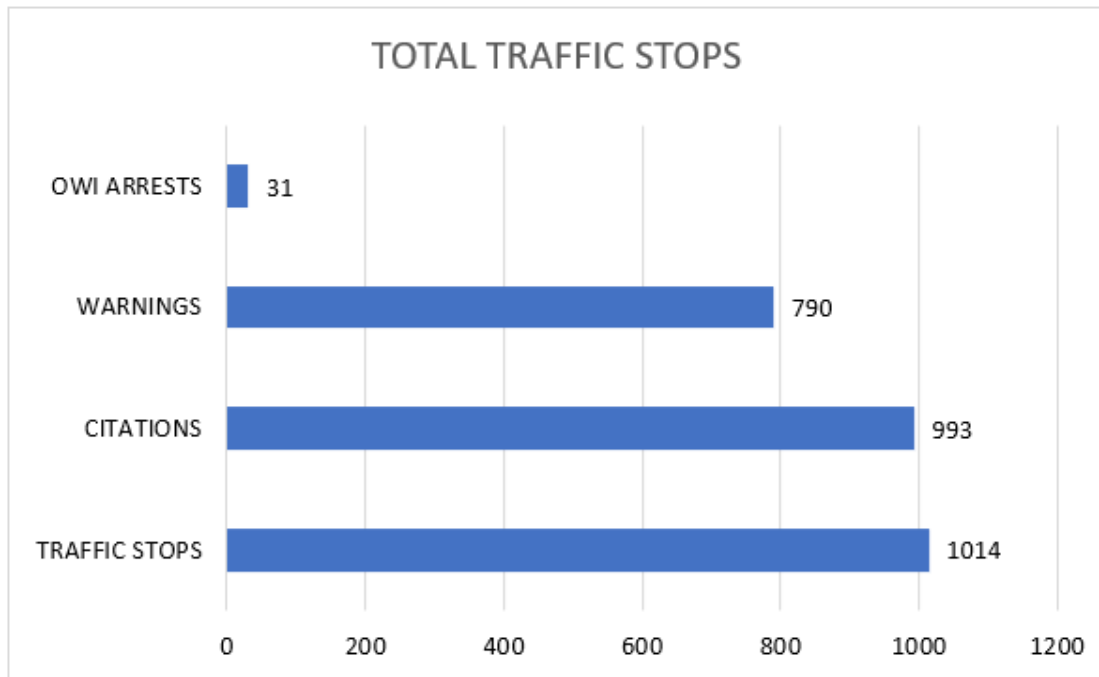
Traffic complaints are the #1 complaint made to the Green Bay Police Department and City Alderpersons. The police department is committed to safe travels for motorists, pedestrians and bicyclists. With a goal of reducing traffic crashes, property damage, injury and death on Green Bay's roadways, the police department will use a data driven approach for traffic enforcement. Data analytics from crash data, citizens complaints and speed boards (when in use) will be used to identify traffic emphasis areas. Each month's report will be posted on the police department's website and will be presented at the Traffic, Bicycle and Pedestrian Commission meeting.

SEPTEMBER 2024 CRASH DATA



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

SEPTEMBER 2024 TRAFFIC STOPS



UPCOMING TRAFFIC TASK FORCE DEPLOYMENTS

* "FROGGER" PEDESTRIAN SAFETY ENFORCEMENT—October 2

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

TRAFFIC COMPLAINTS

Below are the most recent traffic complaints received by the Green Bay Police Department. To make a traffic complaint, call the Traffic Enforcement Unit Complaint at (920) 448-3212. Residents can also submit an online complaint through the City's Request for Service page. Please leave detailed information including specific times/days of the week, street and block number/intersection, and contact information if you would like follow-up from an officer.

District	Area	Complaint
A	LACOUNT RD	Speeding
A	1000 BLK MORAINES WAY	Loud exhaust
A	9TH ST / S MILITARY AV	Speeding
A	3000—3100 BLKS WEST POINT RD	Speeding
B	N MAPLE AV / DOUSMAN ST	Vehicles not stopping for crossing guard
B	S MAPLE AV / HOWARD ST	Stop sign violations
C	S MONROE AV / ELIZA ST	Speeding and crosswalk violations
C	WEBSTER AV / WALNUT ST	Speeding
C	1000 BLK STUART ST	Speeding
D	BADER ST / DECKNER AV	Stop sign violations
D	DEER TRL / WINCHESTER WY	Stop sign violations
D	DAVIES AV / NICOLET DR	Reckless driving
D	400 BLK ALPINE DR	Various traffic and stop sign violations during school drop off
D	DEBRA LN	Speeding
D	700 BLK JOHN ST	Mini bikes on trail and road

October is Pedestrian Safety Month



The Green Bay Police Department along with the US Department of Transportation's National Highway Traffic Safety Administration (NHTSA) is encouraging drivers to be aware and alert for pedestrians and to show down. All users of our roadways and sidewalks should be safe, and that includes pedestrians!

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

ENFORCEMENT PRIORITY AREAS

Priority areas are determined using a predictive analysis tool through the Wisconsin DOT. The tool uses crash data from the previous three years to determine areas that have a high likelihood of vehicle crashes in the next 30 days.



Analysis Area #2: GREEN BAY (C)

Roadway: WEBSTER AVE N

Total Crashes: 10

Contributing Factors:

- 65+ Driver (4)
- Teen Driver (2)
- Bike (1)
- Pedestrian (1)
- Ocsp Protection (1)
- Winter Road (1)



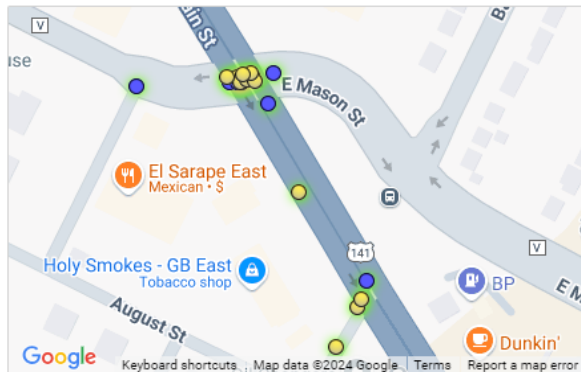
Analysis Area #3: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 16

Contributing Factors:

- Ocsp Protection (4)
- Teen Driver (4)
- Hit & Run (2)
- Speed (2)
- Bike (1)
- Pedestrian (1)
- Impaired (1)
- Distracted (1)
- 65+ Driver (1)
- Winter Road (1)



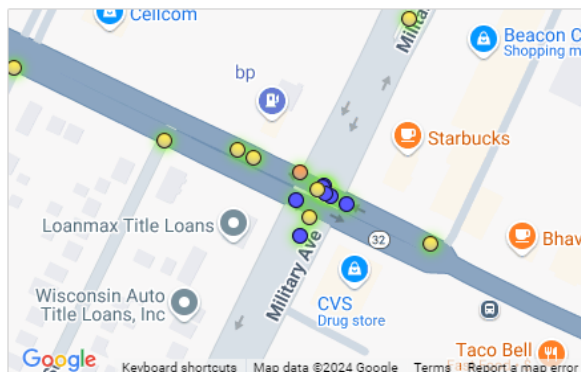
Analysis Area #4: GREEN BAY (C)

Roadway: 141

Total Crashes: 19

Contributing Factors:

- Teen Driver (5)
- Distracted (4)
- 65+ Driver (3)
- Hit & Run (2)
- Pedestrian (2)
- Motorcycle (1)
- Ocsp Protection (1)
- Impaired (1)
- Speed (1)
- Winter Road (1)



Analysis Area #5: GREEN BAY (C)

Roadway: 032

Total Crashes: 14

Contributing Factors:

- Teen Driver (3)
- Large Truck (2)
- Pedestrian (2)
- 65+ Driver (2)
- Bike (1)
- Ocsp Protection (1)
- Impaired (1)
- Winter Road (1)



GREEN BAY POLICE DEPARTMENT

TRAFFIC ENFORCEMENT UNIT

2024 Second Quarter Fatal Crash Summary

04/16/2024 11:42AM

GBPD Report #24-218649

On Tuesday, April 16, 2024, at approximately 1142 hours, a 78-year-old female was driving a PT Cruiser eastbound on Lowell Dr and failed to stop for a stop sign at Ontario Rd. Her vehicle was struck by a southbound pickup truck driven by a 33-year-old male. The female cited for failure to stop for a stop sign. She was transported to a local hospital where she later passed due to injuries. Crash reconstruction was completed by GBPD.

06/28/2024 12:06PM

GBPD Report #24-233167

On Friday June 28, 2024, at approximately 1206 hours, a 21-year-old male was driving a motorcycle at a high speed northbound on S Huron Rd. A Chevrolet Equinox driven by a 69-year-old female was eastbound on Finger Rd crossing S Huron Rd. The motorcycle struck the side of the Equinox. The motorcyclist was transported to a local hospital where he passed due to injuries. Crash reconstruction was completed by BRSO. No criminal charges or citations were issued.

A handwritten signature in black ink that reads "Sean Hamill".

Traffic SGT Sean Hamill



GREEN BAY POLICE DEPARTMENT

TRAFFIC ENFORCEMENT UNIT

2024 Third Quarter Fatal Crash Summary

There were no fatal crashes in the City of Green Bay during the third quarter of 2024.

A handwritten signature in black ink that reads "Sean Hamill". The signature is written in a cursive style.

Traffic SGT Sean Hamill



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # V.2

To deny the request by Ald. Galvin to study the intersection of South Webster Avenue and Emilie Street to determine the need for a crossing guard.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 10-21-2024 S Webster & Emilie Crossing Guard
2. 10-21-2024 Crossing Guard Study Webster Avenue
3. 10-21-2024 Webster & Emilie Extended Study

Online Form Submittal: Alders' Petitions and Communications

From noreply@civicplus.com <noreply@civicplus.com>

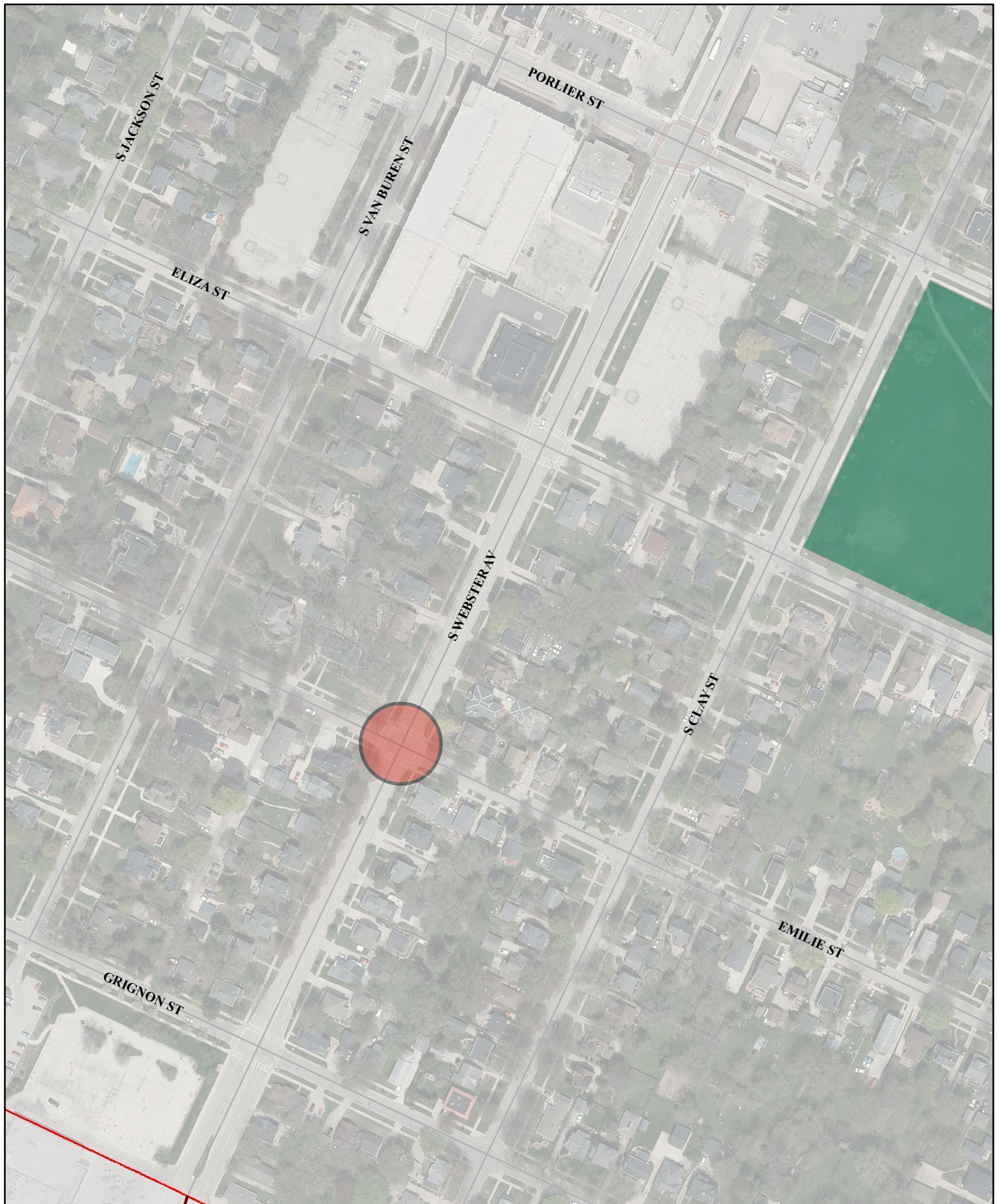
Date Mon 9/23/2024 11:28 AM

To Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Amaad Rivera <Amaad.Rivera@greenbaywi.gov>

Alders' Petitions and Communications

Name	Bill Galvin
Committee Name	Traffic, Bicycle, and Pedestrian Commission
Text of Communication	On behalf of constituents, I am requesting a traffic study be done to determine if a crossing guard should be placed at the intersection of S. Webster and Emilie Streets to assist students crossing S. Webster St. to school at Aldo Leopold School,

Email not displaying correctly? [View it in your browser.](#)



1 in = 200 ft

City of Green Bay, WI

Adult Crossing Guard Survey

Date of study: 10/9 and 10/11

Students on: Webster Crossing: Emilie

Time of study: From : 7:40 AM To : 7:50 AM

Hazard rating

Vehicles: 268 vehicles / 100 = 2.68 2.68

Pavement width: 50 feet / 10 = 5 5

Pedestrians

Up to 10 per group: 5 peds / 10 = 0.5

10 or more per group: peds / 100 = 0

Posted speed limit: 25 MPH 0 0

Hazard Rating Range: 7.68 to 8.18

Students on: Webster Crossing: Emilie

Time of study: From : 3:15 PM To : 3:45 PM

Hazard rating

Vehicles: 388 vehicles / 100 = 2.68 2.68

Pavement width: 50 feet / 10 = 5 5

Pedestrians

Up to 10 per group: 5 peds / 10 = 0.5

10 or more per group: peds / 100 = 0

Posted speed limit: MPH 0 0

Hazard Rating Range: 7.68 to 8.18

Vehicle volume adjustment factors:

- 1) Traffic signals installed -- use 25% of vehicle volume
- 2) One-way street -- use 67% of vehicle volume
- 3) Median strip present -- use 50% of vehicle volume
- 4) Traffic signal installed on a one-way street -- use 16.67% of vehicle volume
- 5) Median strip present with traffic signal -- use 12.5% of vehicle volume

Posted vehicle speed point values:

25 MPH = 0 points, 30 MPH = 3 points, 35 MPH = 6 points, 40 MPH = 9 points, 45 MPH = 12 points

NOTE: The minimum hazard rating for which a crossing guard is warranted is 16.0 points. This criteria was adopted by the Traffic Commission and Common Council in November of 1964.

Traffic Crash Summary

Webster Avenue at Eliza Street

2018 to 2024

Case #	Date	Time	Injuries	Description
24-215805	Monday, April 1, 2024	3:12 PM	0	EB Failed to Yield R/W to SB vehicle
24-205412	Thursday, February 1, 2024	11:17 AM	0	EB Failed to Yield R/W to SB vehicle
21-268644	Friday, December 3, 2021	3:14 PM	0	EB Failed to Yield R/W to SB vehicle

Traffic Crash Summary

Webster Avenue at Emilie Street

2018 to 2024

Case #	Date	Time	Injuries	Description
23-218845	Tuesday, April 11, 2023	2:58 PM	Turkey	Vehicle struck by Turkey
22-207127	Friday, February 11, 2022	7:51 AM	1	EB Failed to Yield R/W to SB vehicle
21-227671	Friday, May 28, 2021	2:46 PM	0	NB Rear End



Start: 2024-09-09
End: 2024-10-11
Times: 0:00:00-23:59:59

Violation Threshold: Speed Limit + 10
Speed Range: 1 to 150

Overall Summary

Total Days of Data: 33

Speed Limit: 25

Average Speed: 28.58

50th Percentile Speed: 29.19

85th Percentile Speed: 33.11

Pace Speed Range: 25-35

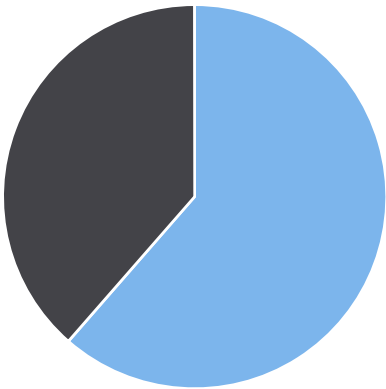
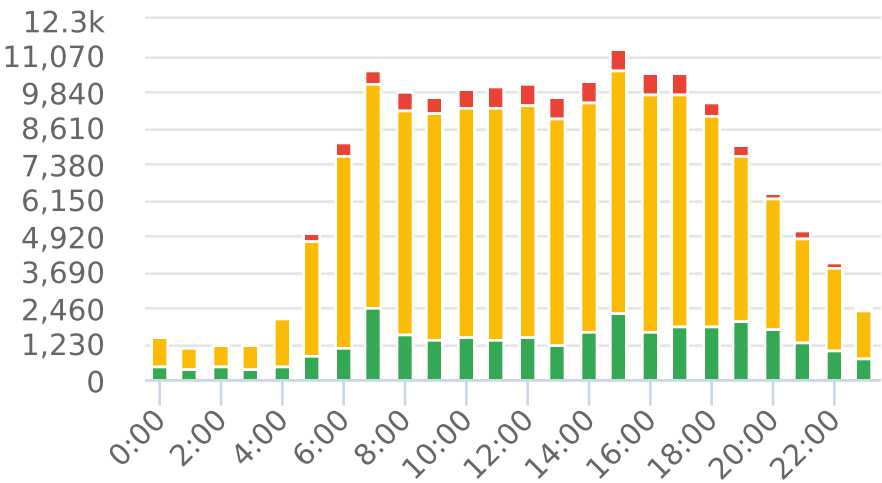
Minimum Speed: 10

Maximum Speed: 75

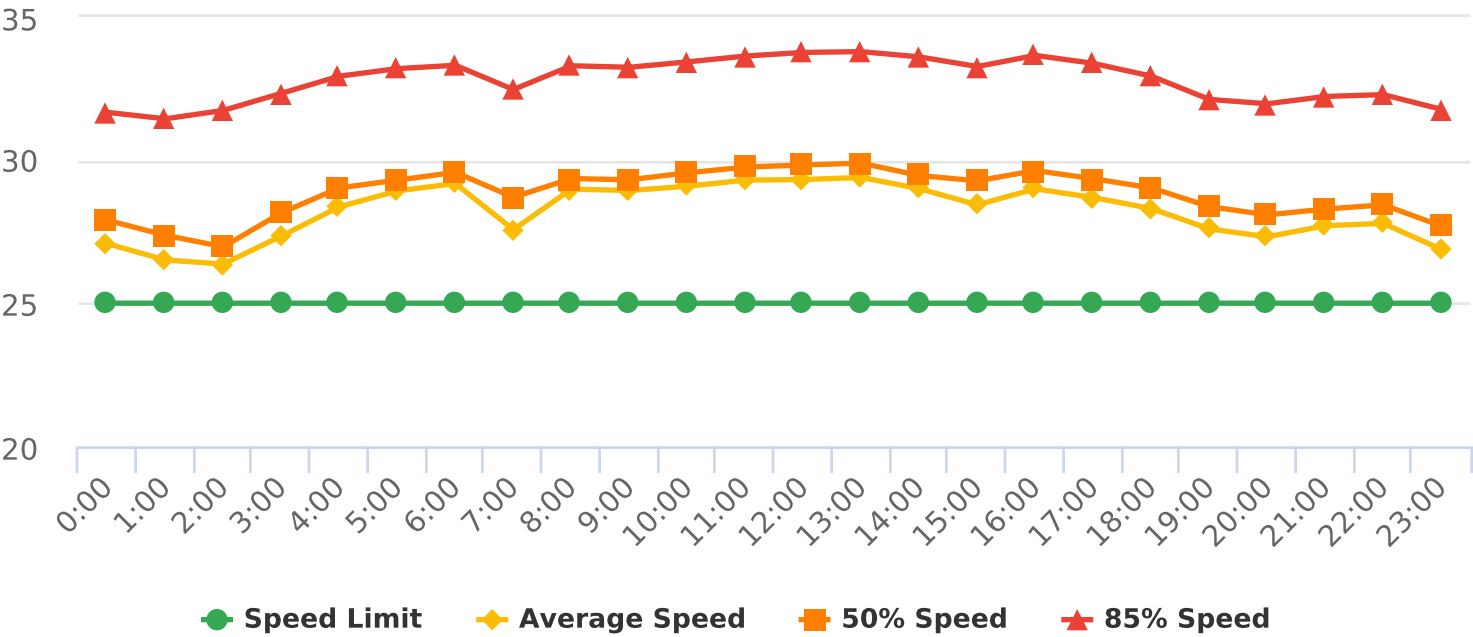
Display Mode: Speed Display

Average Volume per Day: 5097.3

Total Volume: 168210



● Violators ● Inside Threshold ● Compliant ● Vehicles Slowed ● Other





Start: 2024-09-09

End: 2024-10-11

Times: 0:00:00-23:59:59

Violation Threshold: Speed Limit + 10

Speed Range: 1 to 150

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
0:00	Speed Display	25	1534	53	3.5%	47.9	1.7	10	56	27.1	27.9	31.7	65.4%
1:00	Speed Display	25	1125	41	3.6%	35.2	1.3	10	50	26.5	27.4	31.4	64.6%
2:00	Speed Display	25	1210	46	3.8%	37.8	1.4	10	47	26.4	27.0	31.7	57.2%
3:00	Speed Display	25	1251	61	4.9%	39.1	1.9	10	44	27.3	28.2	32.3	55.8%
4:00	Speed Display	25	2214	143	6.5%	69.2	4.5	10	54	28.4	29.0	32.9	62.8%
5:00	Speed Display	25	5022	312	6.2%	156.9	9.8	10	55	28.9	29.3	33.2	64.6%
6:00	Speed Display	25	8138	500	6.1%	254.3	15.6	10	53	29.2	29.6	33.3	63.5%
7:00	Speed Display	25	10540	402	3.8%	329.4	12.6	10	51	27.6	28.7	32.5	56.5%
8:00	Speed Display	25	9806	612	6.2%	306.4	19.1	10	52	29.0	29.4	33.3	60.2%
9:00	Speed Display	25	9690	570	5.9%	302.8	17.8	10	54	28.9	29.3	33.2	63.3%
10:00	Speed Display	25	9964	644	6.5%	311.4	20.1	10	55	29.1	29.6	33.4	62.5%
11:00	Speed Display	25	10012	764	7.6%	323.0	24.6	10	56	29.3	29.8	33.6	62.6%
12:00	Speed Display	25	10127	783	7.7%	326.7	25.3	10	52	29.3	29.8	33.8	62.8%
13:00	Speed Display	25	9654	768	8.0%	311.4	24.8	10	53	29.4	29.9	33.8	61.8%
14:00	Speed Display	25	10213	698	6.8%	319.2	21.8	10	49	29.0	29.5	33.6	61.2%
15:00	Speed Display	25	11280	689	6.1%	352.5	21.5	10	75	28.4	29.3	33.3	58.8%
16:00	Speed Display	25	10521	753	7.2%	328.8	23.5	10	51	29.0	29.6	33.7	61.2%
17:00	Speed Display	25	10490	749	7.1%	327.8	23.4	10	52	28.7	29.3	33.4	60.4%
18:00	Speed Display	25	9502	524	5.5%	296.9	16.4	10	51	28.3	29.0	32.9	61.1%
19:00	Speed Display	25	7994	328	4.1%	249.8	10.3	10	70	27.6	28.4	32.1	61.1%
20:00	Speed Display	25	6393	186	2.9%	199.8	5.8	10	55	27.3	28.1	32.0	63.3%
21:00	Speed Display	25	5059	206	4.1%	158.1	6.4	10	52	27.7	28.3	32.2	62.8%
22:00	Speed Display	25	4004	171	4.3%	125.1	5.3	10	50	27.8	28.4	32.3	62.1%
23:00	Speed Display	25	2467	98	4.0%	77.1	3.1	10	47	26.9	27.7	31.8	62.9%
Total Volumes/ Avg			168210	10101	6.0%	5286.6	318.0	10	75	28.2	28.8	32.8	61.6%
Total/Avg w/o Feedback			0	0	0	0.0	0.0	n/a	n/a	n/a	n/a	n/a	n/a
Total/Avg w/ Feedback			168210	10101	6.0%	5286.6	318.0	10	75	28.2	28.8	32.8	61.6%



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # V.3

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. COGB Traffic Calming Policy September 2024
2. Comments received from G Bader

City of Green Bay **Traffic Calming**



ADOPTED: Tuesday, October 22, 2007 by the City of Green Bay Common Council

REVISED: Tuesday, March 18, 2008 by the City of Green Bay Common Council

REVISED: Friday, November 15, 2013 by the City Traffic Engineer (updated web hyperlinks due to city website changes, and Table of Contents Appendix 2 reference correction)

REVISED: Thursday, June 20, 2019 by the City Traffic Engineer (updated web hyperlinks due to city website changes)

REVISED: August 27, 2024 by the City of Green Bay Common Council

Department of Public Works | Traffic Division
100 N. Jefferson Street, Room 300
Green Bay, WI 54301
(920) 448-3100

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What is Traffic Calming?

City of Green Bay residents have expressed concern about speeding and cut-through traffic in residential neighborhoods. In response to public interest the City originally developed a Neighborhood Traffic Calming Policy in 2007.

The Institute of Transportation Engineers defines “traffic calming” as “the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users.”

The City of Green Bay also expands this definition to include non-physical measures such as educational programs and enhanced enforcement

What are Traffic Calming Measures?

Traffic calming measures are an attempt to enhance traffic and pedestrian safety and preserve neighborhood character and livability. There are a number of traffic calming devices that are available to achieve this effect. The specific measures are described in more detail below, but can generally be used to address problems with speeding, cut-through traffic, increased volume, and safety. When a traffic calming measure is implemented successfully, it is effective and self enforcing.

Beyond residential neighborhoods, there is a desire to expand traffic calming to some collector roadways. Traffic calming measures are generally incompatible with arterial streets. A primary function of arterial streets is to efficiently and expeditiously move traffic through a corridor.

As considered under this policy, traffic calming measures are largely reactive to observed or perceived concerns. In addition to reactive solutions, City staff will work with developers to consider traffic calming measures to be designed into new subdivisions, as appropriate, to address potential conflicts before they arise. Additionally, staff will use input received regarding the need for traffic calming into consideration when designing reconstruction projects for collector and local streets.

The Traffic Calming Process?

This section describes the process, regulations, and requirements of the Green Bay Traffic Calming Policy. For a brief overview of the process, see the Traffic Calming flow chart (Appendix 1).

STEP 1 — Report the Problem

If you feel as though you have a speeding or traffic problem on your residential street, the first step is to report the problem to City of Green Bay Traffic staff at (920) 448-3100 or dpwmail@greenbaywi.gov. City staff will note your complaint and provide a Traffic Calming Request Form. This form will also be available at <https://greenbaywi.gov/DocumentCenter/View/1579/Traffic-Calming-Request-Form-PDF>. When the form is submitted City staff will evaluate the complaint to determine the nature of the problem, and make sure that the location meets the first traffic calming criteria:

The street must be classified as “Residential.”

The City will not implement traffic calming measures, or conduct traffic calming studies on “arterial” streets, and Green Bay Metro bus routes. For the City’s Roadway Classification Map, please refer to the map available at <https://greenbaywi.gov/DocumentCenter/View/4236/Roadway-Functional-Classification-Map>. Staff can work with you to identify other actions if your street does not meet this basic criterion.

STEP 2 — Neighborhood Consensus

After the initial report, City staff will request a petition from a representative number of residents in the neighborhood (at least 20%, or 10 residents, whichever is less) to verify that there is a widespread concern for the speeding or traffic issue. After the petition is received, City staff will review it. The petition form is available at <https://greenbaywi.gov/DocumentCenter/View/4239/Traffic-Calming-Petition-Form-PDF>.

STEP 3 — Data Collection

When it is determined that a representative number of residents perceive the problem, City staff will collect traffic volume and speed data for the street and observe traffic patterns. Data will be collected through the use of traffic road tubes at a location determined by the Traffic Engineer.

Speeding Problem Thresholds:

- If 15% of the vehicles driving on the roadway are traveling at speeds more than 7 miles per hour (mph) above the posted speed limit, or
- If 5% of the vehicles driving on the roadway are traveling at speeds more than 10 mph above the posted speed limit, then the street would be eligible for Traffic Calming. This last condition applies to situations where the residents' concern is for the few drivers considerably exceeding the speed limit.

Cut-through Problem Threshold:

- In some cases, the reported problem is related to the volume of traffic on the residential street instead of the speed. If the street carries more than 1000 vehicles per day, then the street would be eligible for Traffic Calming.

Other Issues:

- Some traffic problems do not fit neatly into the speeding or cut-through “boxes”. City staff will evaluate on a case-by-case basis if a unique issue warrants traffic calming.

STEP 4 — Stage 1 Traffic Calming

If the trouble location exceeds the thresholds identified above, City staff will first suggest possible solutions that do not involve the use of physical controls or impediments on the roadway system. These are primarily education and enforcement based measures called Stage 1 traffic calming. These include:

- **Radar Speed Trailer Deployment** — This is a temporary device that is primarily used to educate motorists regarding the fact that they may be significantly exceeding the posted speed limit. Speed data can and may be collected.
- **Traffic Enforcement Actions** — This is traditional enforcement activity on the part of Green Bay Police Department's traffic enforcement officers. The intent is to modify behavior to result in a safer situation for all drivers and neighbors.
- **Traffic Signing and Pavement Markings** — Traffic Engineering staff will review all of the traffic signing and pavement markings in the area. If necessary, staff will install additional signing or striping. When appropriate, changes and additions will be reviewed with interested neighbors.

- **Driver Feedback Signs** – Traffic Engineering staff will review speed data to determine if placement of a driver feedback sign would assist in achieving voluntary speed limit compliance.

STEP 5 — Follow-up Data Collection

If one or more of the Stage 1 Traffic Calming measures is implemented City staff will wait approximately three to six months and conduct another speed and/or volume data collection. The data will then be analyzed to determine if the Traffic Calming measure was successful. If the measure was successful, and the thresholds identified in Step 3 are not exceeded then the traffic calming process will end at this point.

The City shall make every effort to collect the follow up data to as close as possible to the location of the original data collected in Step 3.

If the location continues to exceed the thresholds for speed and/or volume on a residential street, City staff will move on to analyze possible Stage 2 Traffic Calming methods.

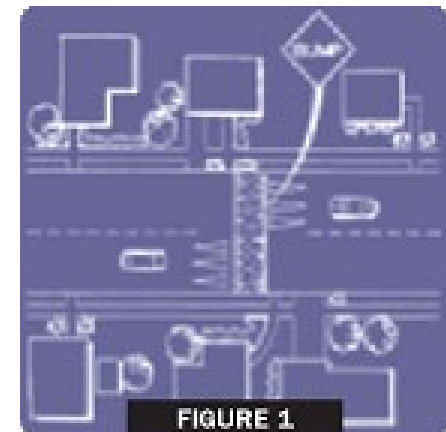
STEP 6 — Stage 2 Traffic Calming Study

City staff will conduct a formal Traffic Calming Study to suggest possible solutions to the problem. The solutions could involve physical modifications of the street intended to control traffic speeds and/or volumes. These are called Stage 2 traffic calming methods. Neighborhood involvement will be a large part of the Traffic Calming Study process.

Possible Stage 2 methods include:

- **Speed Humps**
Speed humps are approximately 12 feet in width and vary from 2.5 to 4 inches in height. This raised pavement serves to physically force motorists to reduce their speed. In order to be effective, speed humps should be placed no further than 300 feet apart.

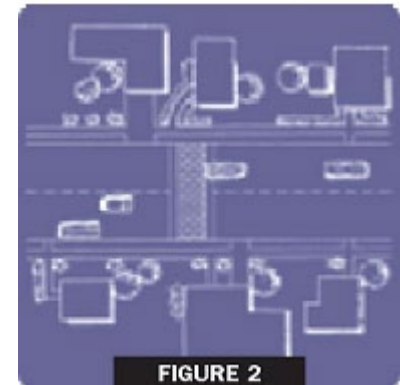
See Figure 1.



- **Speed Tables**

These are speed humps with a long flat section that are generally used at crosswalk locations. Both speed humps and speed tables require signing and roadway markings to make their presence known to motorists and other roadway users.

See Figure 2.



- **Traffic Circles**

This device is a raised circular island in the middle of a residential neighborhood intersection. Direct straight through movements are obstructed by the raised island causing traffic to move to the right and around the circle.

See Figure 3.



- **Curb Extensions, Chokers, Chicanes**

These are various methods of narrowing the roadway by extending raised curbs into the street. These can be done at street entries and exits as well as mid-block locations. The narrower street



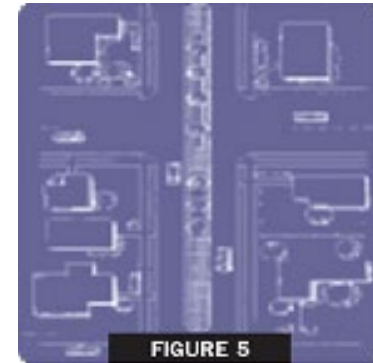
generally results in reduced traffic speeds and provides pedestrians with shorter crossing distances.

See Figure 4.

- **Median Entry/Exit Islands**

These are traffic islands used to create narrower roadway passages at entry and exit points. Median Barriers These can be a barrier or raised island along the center of a roadway to prohibit left turns or crossing traffic.

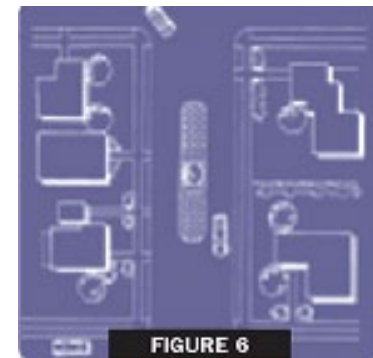
See Figure 5.



- **Mid-Block Raised Medians**

This is a median placed in the center of a roadway to create a narrower travel way and also reduce pedestrian crossing distances.

See Figure 6.



- **Forced Turn Islands, Barriers, Channelization**

These are traffic islands or curbs specifically designed to prevent traffic from making specific movements at an intersection.



See Figure 7.

- **Diagonal Diverters**

These are barriers placed diagonally across an intersection to force drivers to make a particular turn but not allow other movements.

See Figure 8



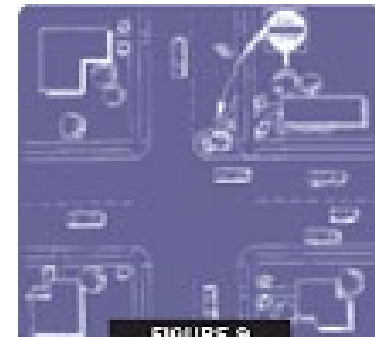
- **One-Way Streets**

This is when traffic on a street is regulated to only allow traffic to flow in one direction. Usually this is accomplished through sign placement.

- **One-Way Chokers, Half-Closures or Semi-Diverters**

These are barriers to traffic in one direction that permit traffic in the opposite direction to proceed.

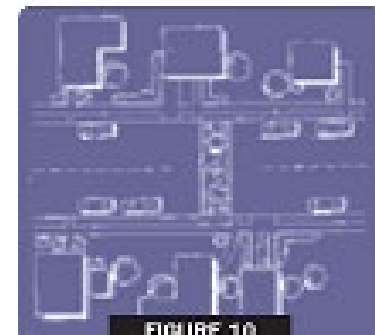
See Figure 9.



- **Street Closures and Cul-de-sacs**

This is the complete barricade or termination of a street.

See Figure 10.



The following general criteria must be met to consider the installation of any Stage 2 traffic calming measure:

1. Installation must not result in traffic diversion to other neighborhood streets.
2. Through a postcard survey, at least 60% of the impacted residents (defined as those residents or owners within 1 contiguous block of the proposed traffic calming improvement(s)) and 75% of the residents within 100 feet of the proposed device shall support the installation.
3. Devices shall be installed only where a minimum safe stopping distance can be provided.
4. The Green Bay Fire Department must approve the plan to assure that emergency response times or access are not negatively affected.

STEP 7 — City Council Approval

Once City staff and the neighborhood have reviewed an appropriate Traffic Calming solution, the proposal will be brought through the Improvement and Services Committee to the City Council for final approval and funding allocation.

Prioritization

Staff will complete Traffic Calming Studies on a “priority rank” basis. Using data collected in Stages 1 and 2, the individual project(s) will be assigned points, as detailed in Appendix 2 “Point Assignment for Ranking Requests.” A minimum of 30 points is required for a project to be considered eligible to compete with other Traffic Calming requests for funding.

Projects will be ranked citywide, based on point score. The highest ranking projects will usually be undertaken first. The number of projects initiated each year will depend on City resources. However, the City may consider other compelling issues to determine project scheduling.

The City will notify the project requestors of the status of their request after this step via the City’s website by posting the summary report.

Once ranked, a project is considered in the annual priority ranking step for up to three years. If, after three years, a project has not received a high enough priority to proceed, the project requestor will be notified it will no longer be eligible for consideration, unless a

current petition to participate is provided. This time limitation ensures that the project requests continue to remain a neighborhood priority and avoids needless waste of time and resources due to changes in local interest in the project.

The project requestor will be notified when the three-year limit expires. At that time, a new request may be made to re-enter the project in the program. If needed, current data may then be collected to recalculate the assignment of points.

The Pros and Cons of Stage 2 Traffic Calming

Before the City decides to consider pursuing Stage 2 traffic calming actions, it is important that the benefits and disadvantages be carefully considered. While Stage 2 actions can be successful, they can also result in problems more significant than the original concern. This section will describe the pros and cons of the Stage 2 traffic calming tools described previously. In most cases, the benefits are predictable, while the disadvantages can be much more unexpected. Consequently, a greater emphasis has been placed on the potential problems so that decisions can be made in a fully informed manner.

Pros

- Traffic Calming Measures Often Achieve the Desired Result

Physical actions such as the installation of speed humps, traffic circles, street closures, etc. are almost always successful in forcing traffic to behave in an intended fashion. In certain situations, they can achieve the desired result by utilizing a one time capital expenditure and generally low ongoing maintenance costs.

- Permanence

Stage 2 traffic calming actions are generally viewed as much more permanent solutions than Stage 1 actions. In most instances the alternative approach to the desired result involves repetitive and costly ongoing Stage 1 traffic calming actions. There are significant potential benefits to utilizing Stage 2 traffic calming actions which is why some communities have implemented Stage 2 actions and many other communities are exploring their possible use.

- Accident and Crash Reduction

One of the most important impacts of traffic calming is the potential reduction in the severity and number of crashes on traffic-calmed streets. Safety is enhanced through increased driver awareness of other street users and reductions in volumes, speeds and conflicts. In the United States, reduction of crashes due to traffic calming measures has been reported to be an overall average of 50 percent. Traffic circles appear to offer the greatest reduction in collisions. Speed reduction is especially important for pedestrian safety, as the severity of injury to a pedestrian when hit by an automobile is dramatically reduced by lowering vehicle speeds from 35 mph (usually fatal) to fewer than 20 mph (usually just minor injuries).

Cons

- Delays in Emergency Response Vehicles

This is especially true for fire apparatus and ambulance. Because of the heavy weight of fire engines, and delicate instruments and patients within ambulances, these vehicles must almost come to a complete stop when they encounter a bump, dip or sharp curve. Creating bumps, dips, and sharp curves is often precisely the result of many of the traffic calming tools. While these maneuvers will cause moderate discomfort and delay for normal passenger vehicles, they cause a much greater problem for emergency vehicles.

The time required responding to medical emergencies or building fires by emergency personnel and apparatus has a significant influence on the outcome of the event. In cardiac arrest cases, literally seconds count in the patient's chance of survival. From the moment of collapse, the likelihood for recovery diminished by 10% for each minute which passes. Likewise, in their early stages, fires grow at a geometric rate. Minutes could mean the difference between a small fire easily contained and a fire causing major property loss and possible injury or death. For these reasons, the City's Fire Services Division is concerned with any physical action which would force delay upon responding emergency vehicles.

- Diverting the "Problem" Traffic to Another Neighborhood Street

Another concern has been the realization that in many instances implementing traffic calming tools would be likely to move the problem rather than solve the problem. In virtually all instances, the traffic being controlled by physical traffic calming tools will not disappear or make major changes in its travel patterns. In most instances the placing of impediments on a particular neighborhood street will merely divert some or all of that traffic to other neighborhood streets.

- Everyone is Inconvenienced

Enforcement and education efforts aimed at controlling speeds or influence driver behavior impact primarily the irresponsible drivers - usually a relatively small percentage of the driving population. On the other hand, physical traffic calming measures create delay and inconvenience for all drivers using the particular street.

- Benefits Sometimes Very Localized

While speed humps are generally very effective in reducing speed in the immediate vicinity of the humps, they often result in higher speeds between the humps as drivers try to “make up” for the delay at the humps. Consequently, while using the speed humps to lower the average speed, it is likely that the top speeds on the street will increase. This result has been clearly documented in many studies regarding the use of speed humps or non-warranted stop signs for speed control.

Other Stage 2 traffic calming actions can also result in benefits near the installation but disadvantages elsewhere within a neighborhood. In the case of neighborhood intersection traffic circles, the results are often similar to speed humps with drivers traveling at higher velocity between the circles to “make up” the lost time. Actions such as diverters, barriers, and medians can often improve the situation where the traffic movement has been prohibited but can significantly worsen the problems to the streets where the traffic has been diverted.

- Actions can be Significant for Certain Types of Vehicles

Speed humps can significantly increase the cost of maintaining heavy vehicles. While not readily quantifiable, this is an important consideration related to the maintenance cost for fire engines, refuse trucks, etc. This is an especially serious concern for vehicles that will confront the traffic calming actions on a continual or repeated basis.

- Impacts on Parking and Other Road Users

Bicyclists, pedestrians and any other road user can encounter problems with physical traffic calming measures. All measures are designed to be acceptably safe for all users, assuming that these users are attentive as they proceed down the street. Speed humps and traffic circles, for example, are two of the most popular traffic calming measures. Bicyclists can traverse speed humps at typical cycling speeds without slowing down. However, if the bicyclist is careless (e.g., riding with no hands, not watching the road, no lights at night, etc.), the bicyclist might unexpectedly encounter a hump and be caught off balance. Where lanes are narrowed, bicyclists and drivers usually must share the lane, possibly becoming a problem if traffic volumes

are moderate to high. Traffic circles force drivers to the right at intersections, toward (but not into) the crosswalks, and pedestrians sometimes feel that their safety is being compromised. Residents who are used to parking in front of their homes on the street may also be impacted, as some measures require the prohibition of on-street parking. These disadvantages for various user groups need to be considered along with the recognized benefits of overall traffic speed and volume reduction that result from a traffic calming project.

- Visual Impacts, Noise Impacts and Aesthetic Concerns

While some traffic calming devices can have favorable aesthetic impacts, others can be, by their nature, unsightly. Actions such as speed humps and diverters most often pose no opportunity for the incorporation of aesthetics and can certainly have negative visual impacts. Additionally, virtually all Stage 2 traffic calming devices require reflective devices, signs and striping which negatively affect the aesthetics of a neighborhood.

Since these devices are intended to pose obstacles to cars, they must be very well signed, marked and lit in order to minimize potential safety problems and potential liability exposure. While the signing, marking and lighting are clearly justified for those reasons, they certainly negatively impact neighborhood aesthetics.

Noise in the area of traffic calming devices, such as speed humps, can increase due to the deceleration and acceleration of vehicles. There is also usually noise created by the vehicle traversing a speed hump.

The City considers the balance of the Traffic Calming pros and cons and recognizes that there are situations where the benefits of traffic calming outweigh the disadvantages. With each individual Neighborhood Traffic Calming Study that is conducted, City staff and residents must carefully weigh these advantages and disadvantages of each traffic calming action.

Traffic Calming Request Form

This form is to enable neighborhoods to request the possible initiation of a traffic calming study in accordance with the Traffic Calming Policy. Please fill out the form (only 1 per request) and submit it to:

The City of Green Bay
The Department of Public Works | Traffic Division
100 N Jefferson Street, Room 300
Green Bay, WI 54301
Attn: Traffic Engineer

1. Contact Information

Name: _____
Address: _____
Phone Number: _____ E-mail: _____

2. Please describe the location of the traffic concern. Attach a map or picture if necessary:

3. Please list possible solutions to the problem that you would like the City of Green Bay to consider:

Neighborhood Petition Form

Petition for Neighborhood Traffic Calming Measures

THE UNDERSIGNED AGREE TO THE FOLLOWING:

1. All persons signing this petition do hereby certify that they reside within the impacted area, which is hereby defined as the street segment of:

2. All persons signing this petition do hereby agree of the following problem in the defined impacted area:

3. All persons signing this petition do hereby agree that the following contact person(s) represent the neighborhood as facilitator(s) between the neighborhood residents and the City of Green Bay staff in matters pertaining to items 1 and 2 above:

Name	Address	Phone #
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Name	Address	Phone #
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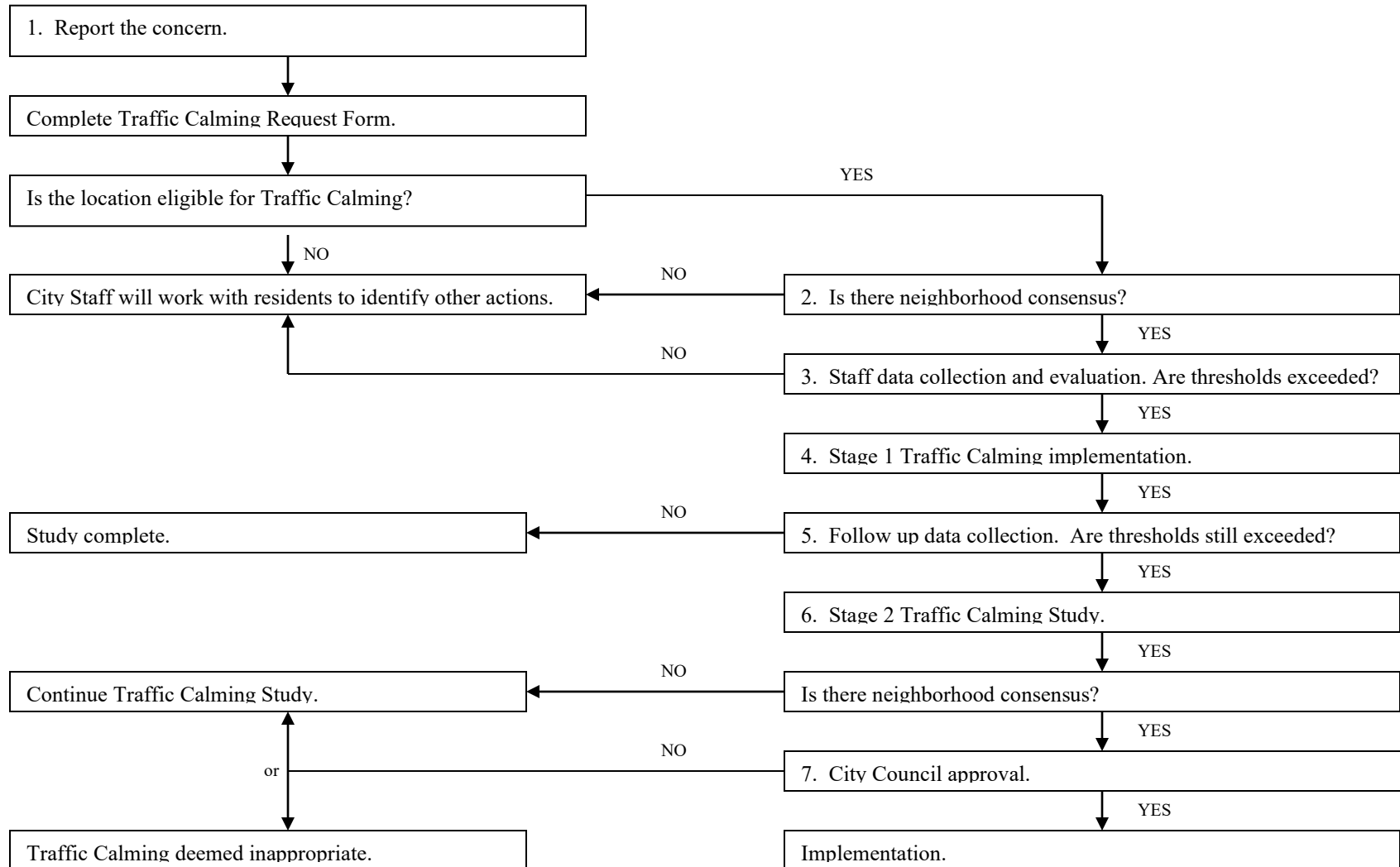
Name	Address	Phone #
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Use next page or backside for additional signatures...

Only One Signature Per Address

1.	Name (print)	Address	Phone	Signature
2.	Name (print)	Address	Phone	Signature
3.	Name (print)	Address	Phone	Signature
4.	Name (print)	Address	Phone	Signature
5.	Name (print)	Address	Phone	Signature
6.	Name (print)	Address	Phone	Signature
7.	Name (print)	Address	Phone	Signature
8.	Name (print)	Address	Phone	Signature
9.	Name (print)	Address	Phone	Signature
10.	Name (print)	Address	Phone	Signature
11.	Name (print)	Address	Phone	Signature
12.	Name (print)	Address	Phone	Signature
13.	Name (print)	Address	Phone	Signature
14.	Name (print)	Address	Phone	Signature
15.	Name (print)	Address	Phone	Signature
16.	Name (print)	Address	Phone	Signature

Appendix 1 – Traffic Calming Flow Chart



Appendix 2 – Point Assignment for Ranking Requests

POINT CRITERIA	DESCRIPTION	POINTS
1. Average Daily Traffic Volume (ADT)	(On the segment of the project street having the highest volume) divided by 100.	Max of 30
2. Speed	Percent of vehicles 5 mph over the posted or statutory speed limit (On the segment of the project street having the highest percentage over the limit), divided by 3.	Max of 30
3. Crash Record (Reportable Crashes Only)	Number of crashes per block segment multiplied by 5. Mid-block crashes count as 1. Intersection crashes counts as 1/2 cross street.	Max of 30
4. Elementary, Middle and High Schools	For a public or private elementary, middle or high school within one-quarter mile of the petition area	5
5. Other High Pedestrian Generating Areas	Up to 5 points for each pedestrian oriented facility, such as an ambulatory elderly housing development, library, or a City park on the street or within one-quarter mile of the petition area. For pedestrian oriented facilities grouped together on the subject street or within one-quarter mile of the petition area, up to 5 points for the group.	Max of 10
6. Designated School Walk Route	If the petition area includes one or more Recommended School Walk Routes as designated by the City.	5
	If the petition area includes one or more crossing guard locations	5
7. Designated Bicycle Routes	If the petition area includes one or more subject streets designated as a bicycle route on the Brown County Bicycle and Pedestrian Plan.	5
8. Time on Project List	Any project which has been on the Neighborhood Traffic Calming priority ranking list for the previous 2 or more years. This provides recognition for the length of time a neighborhood project has been on the ranking list.	2
9. Scheduled Road Reconstruction	To take advantage of a pending street reconstruction project, a traffic calming project which is desired for a street that is to be reconstructed will be ranked with others on its own merits, and decisions on whether or not to proceed will be decided by t	As applicable per Items 1-8

NOTES:

- * A project must score 30 or more points to be considered eligible for further inclusion in the NTCP.
- * The point total is considered along with other information when determining the priority of a project.

What are Traffic Calming Measures?

Neighborhood traffic Traffic calming measures are an attempt to enhance traffic and pedestrian safety and preserve neighborhood character and livability. There are a number of traffic calming devices that are available to achieve this effect. The specific measures are described in more detail below, but can generally be used to address problems with speeding, cut-through traffic, increased volume, and safety. When a traffic calming measure is implemented successfully, it is effective and self enforcing.

Beyond residential neighborhoods, there is a desire to expand traffic calming to some collector roadways. Traffic calming measures are generally incompatible with arterial streets. A primary function of arterial streets is to efficiently and expeditiously move traffic through a corridor.

As considered under this policy, traffic calming measures are largely reactive to observed or perceived concerns: **in most cases from neighborhood residents or businesses. The procedure for the these received applications can be submitted and reviewed in keeping with page 5 of this document, "The Traffic Calming Process".** In addition to reactive solutions, City staff will work with developers to consider traffic calming measures to be designed into new subdivisions **or existing street reconstruction plans** as appropriate, to address potential conflicts before they arise **as is detailed further on page 12 of this document, "The proactive-Design Traffic Calming Process".** Additionally, staff will use input received regarding the need for traffic calming into consideration when designing reconstruction projects for collector and local streets.

STEP 7 — City Council Approval

Once City staff and the neighborhood have reviewed an appropriate Traffic Calming solution, the proposal will be brought through the Improvement and Services Committee to the City Council for final approval and funding allocation.

Either city staff or a developer of a proposed subdivision may propose that traffic calming be applied to a project that bypass steps 1 through six of the "Traffic Calming Process". After solutions have been proposed, reviewed and approved (or denied), a developer shall have the right to present to the city's Improvement and Services Committee. Ultimately the City Council should specify a preferred courses of action that has not been approved through city staff.



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # V.4

To hold the request by Ald. Stevens to amend the existing policy to include traffic calming measures with all new and reconstructed streets.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Tern Energy Storage Project Green Bay, WI

Mark Chrisos, David Jakubiak & Scott McPherson

October 16, 2024

TENASKA[®]

Agenda

- Introduction
- About Tenaska
- Why batteries? Why now?
- Technology Overview
- Project Overview
- Questions

Introduction

Today's Presenters

- Mark Chrisos, Project Developer
- David Jakubiak, Public Relations & Community Engagement
- Scott McPherson, Community Engagement

About Tenaska

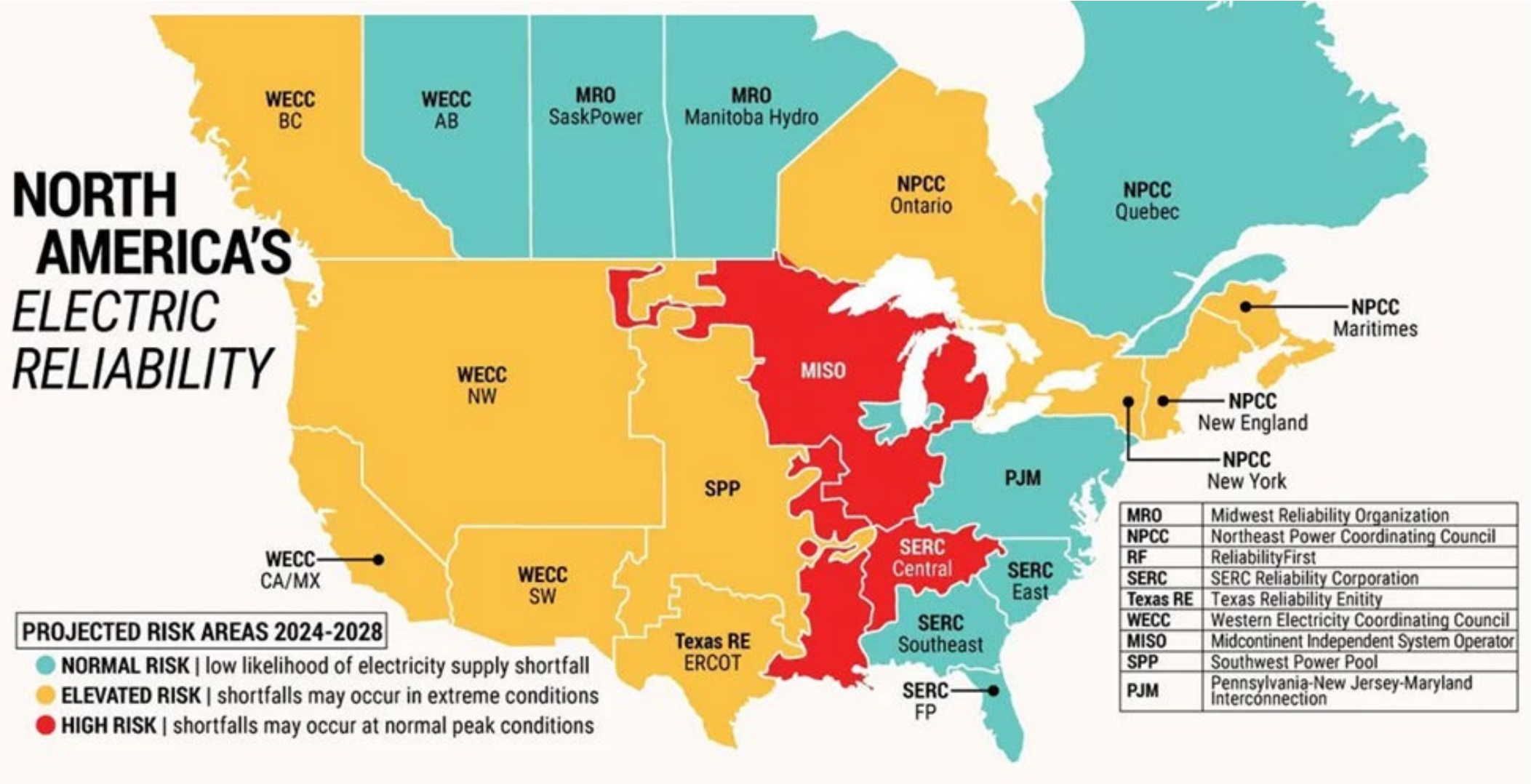
Tenaska Overview

- Headquartered in Omaha, Nebraska
- **35 years of experience** in the energy industry
- Consistently ranked by Forbes magazine as one of the largest privately held companies in the United States
- Named a U.S. Best Managed Company by Deloitte Private and The Wall Street Journal
- Developed, managed and/or operated approximately **22 gigawatts of generation, representing over \$20 billion in investment**
- Consistently **recognized and awarded for safety** in the industry



Why Batteries? Why Now?

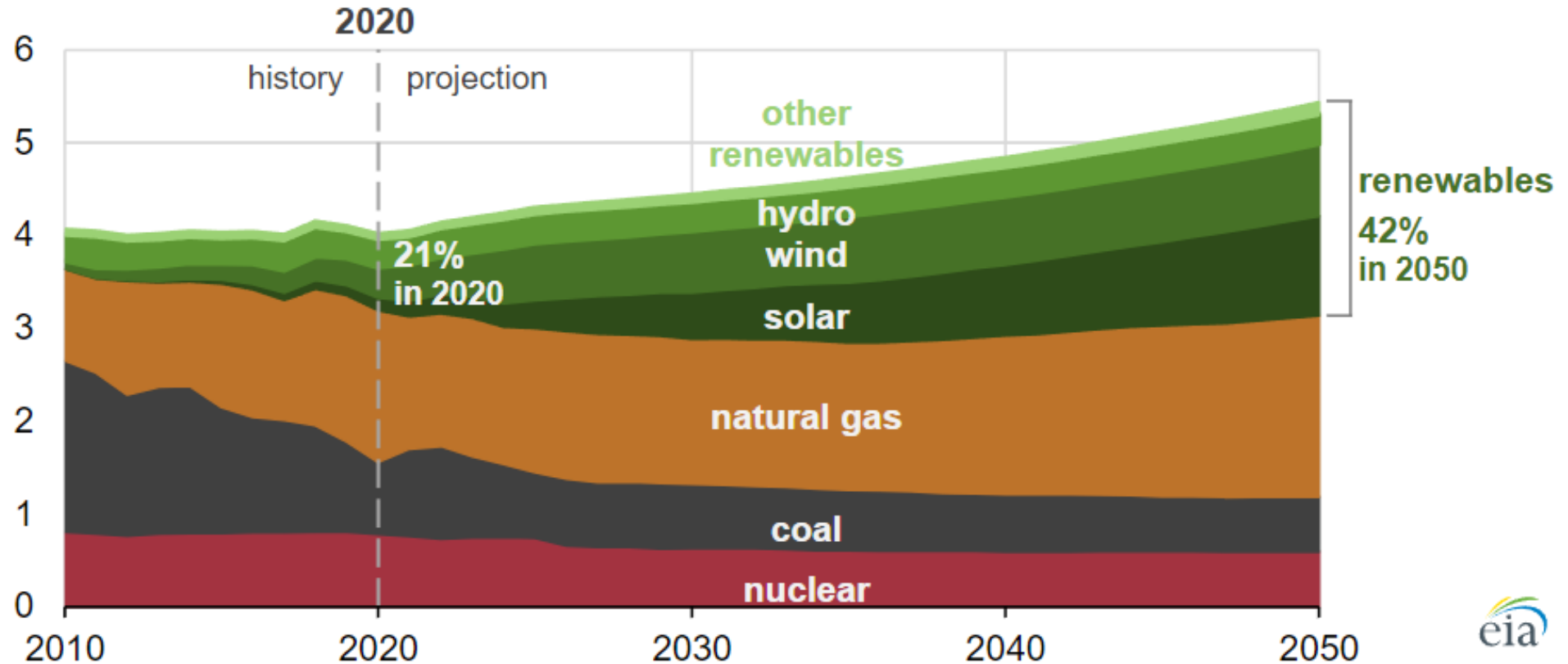
Battery Energy Storage: Why Now?



Battery Energy Storage: Why Now?

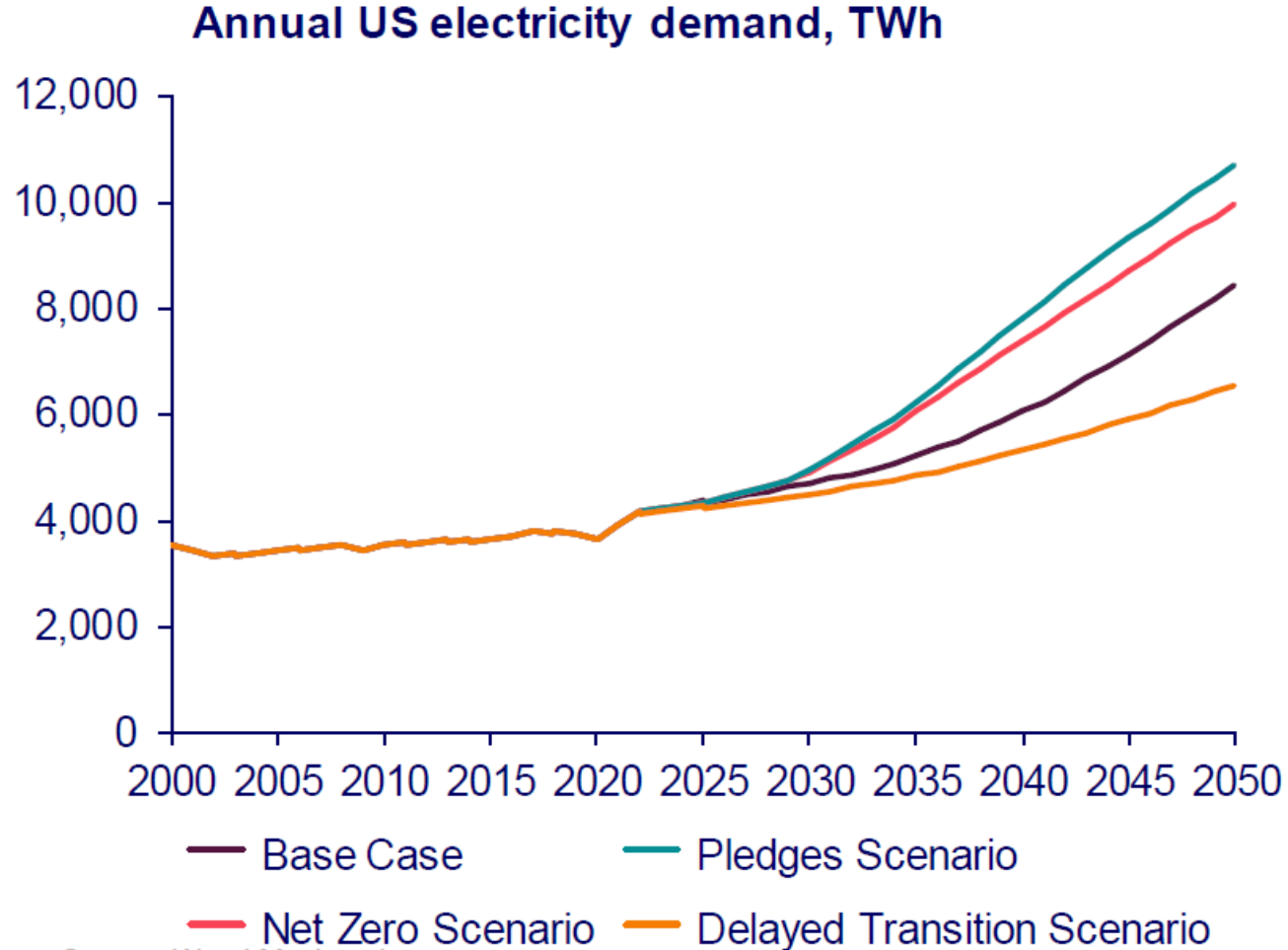
U.S. electricity generation, AEO2021 Reference case (2010–2050)

trillion kilowatthours



Source: U.S. Energy Information Administration, *Annual Energy Outlook 2021* (AEO2021)

Battery Energy Storage: Why Now?



Source: Wood Mackenzie

The United States is entering a period of unprecedented growth in electricity demand driven by:

- Data centers
- Onshoring of manufacturing
- Electrification of transportation, home heating, etc.

Real World Success: BESS in Texas's Winter Storm

- “Batteries provided 1,200 megawatts of backup power... during the Tuesday morning crux ... That much power could have prevented the cascading blackouts in the first hours of Winter Storm Uri.”
- *Houston Chronicle* 1/17/24
- "We're seeing batteries growing very rapidly on the electric grid. We're seeing that every year, the additions of those resources, and they're making a big difference during the summers as well as during the winters."
- *Pablo Vegas, CEO of the Electric Reliability Council of Texas (ERCOT)* 1/15/24

01-17-24

Why Texas's grid isn't failing during this year's extreme cold

Renewables and batteries are playing a part in keeping the power on.



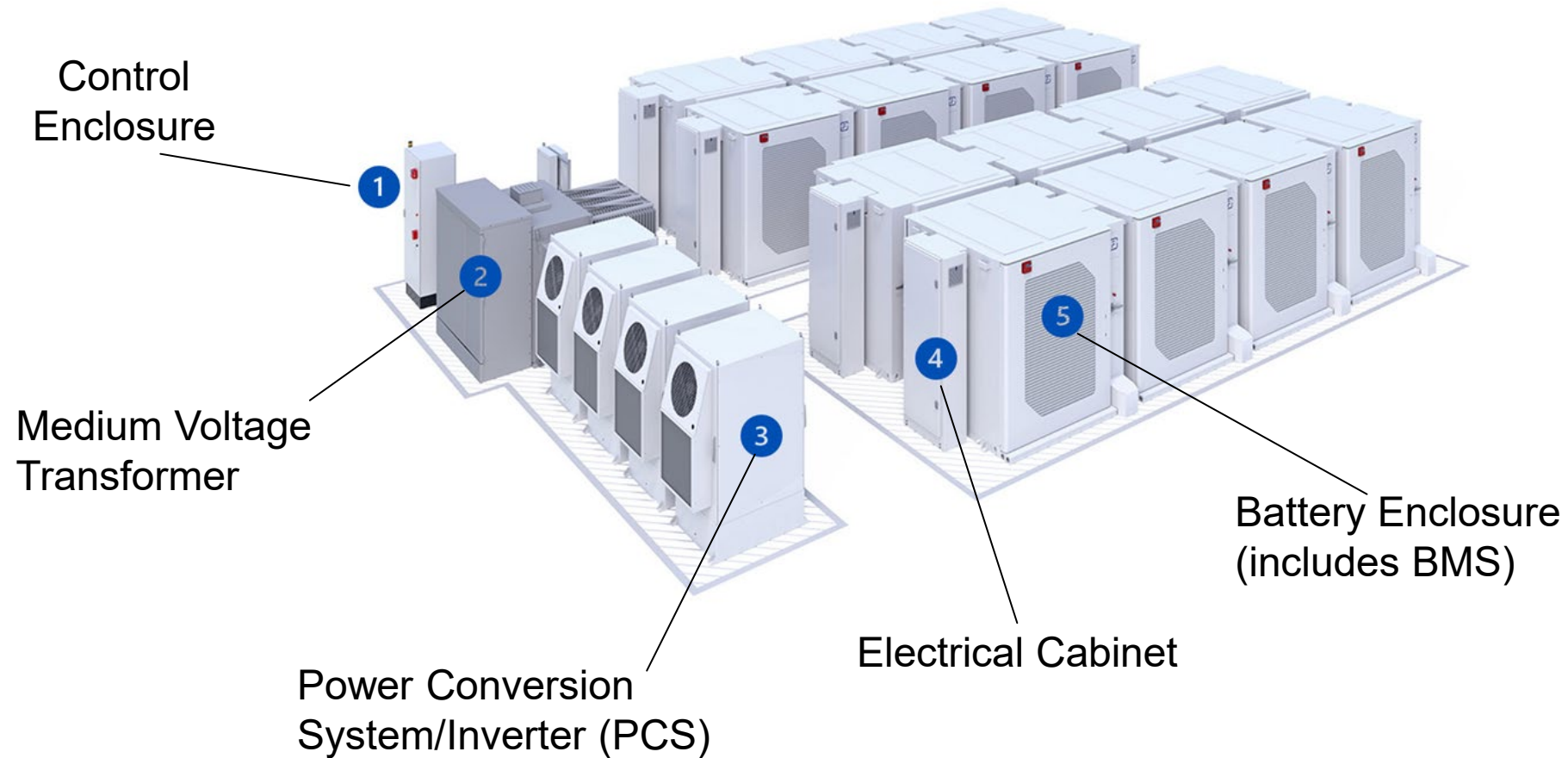
Technology Overview

What is a Battery Energy Storage System?



- Designed to STORE power from the grid
- Charge when power is available
- Discharge when power is needed
- Rapid response to grid need
- Connects to grid via power lines and substation – not connected to a specific generator
- Does NOT GENERATE power

What is a Battery Energy Storage System?

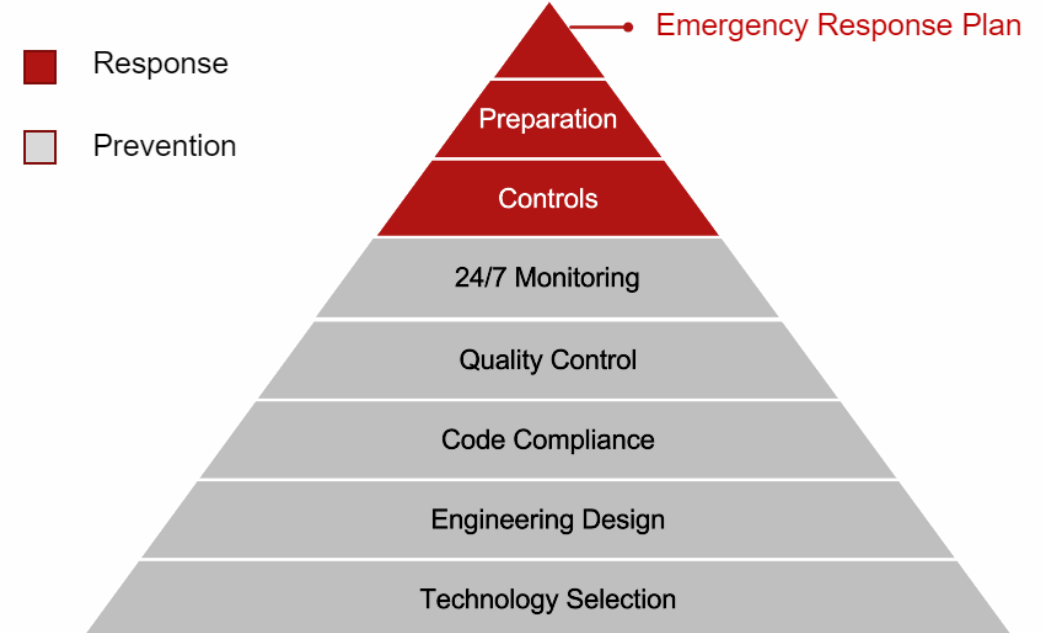


Safety

Battery Energy Storage is safe when it's properly designed, installed, tested, and maintained. Local partnership and coordination are required

- Modules used in projects meet national fire safety and electrical safety codes and standards*
- Built with latest technological advancements in battery safety and reliability (lithium iron phosphate or “LFP”)
- Self-containment
- Protection and control features
- 24/7 monitoring
- Automatic shutdown
- Safety testing required for all equipment
- Training and best practices

Battery Safety – Layers of Safety

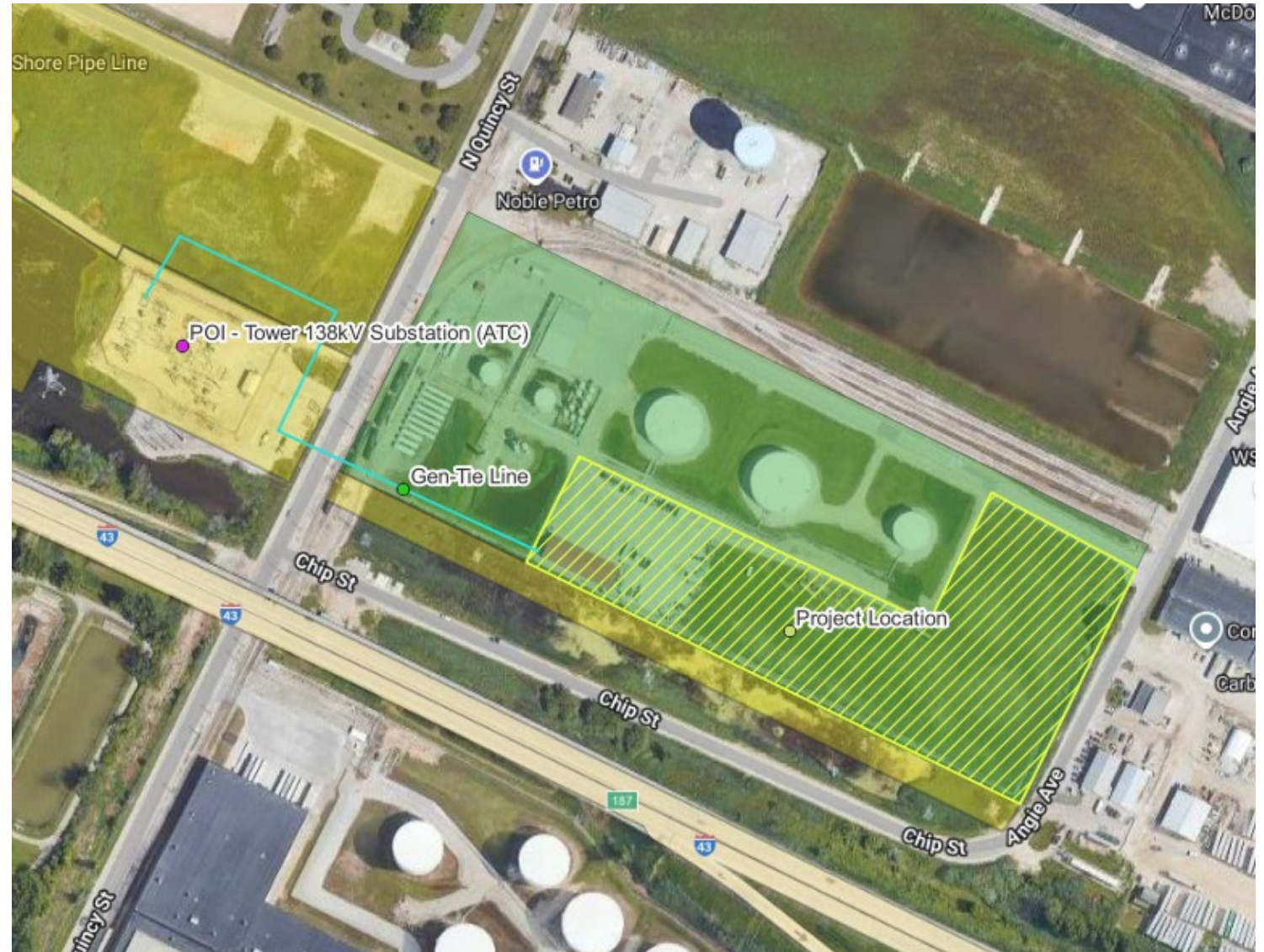


Project Overview

Tern Energy Storage Project Snapshot

Project details:

- Location: Green Bay, WI
- Project Size: 200 MW
- Footprint: 8 acres
- Transmission Utility: ATC
- Current Zoning Type: Industrial
- Construction start: 2025
- Operations start: 2027



Tern Energy Storage Timeline



Questions?

Follow-up questions? Please reach out to me!

➤ Mark Chrisos, Project Developer
Mchrisos@tenaska.com

Thank you!



Report to the
Equal Rights Commission
of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # X.I

To hold until the next Equal Rights Commission meeting the discussion on the current housing situation in Green Bay.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. ERC Housing Report - I-16-23



GREEN BAY EQUAL RIGHTS COMMISSION

Life, Liberty, and the Pursuit of Happiness:
Recommendations to Promote
Equal Housing Opportunity in Green Bay

EQUAL RIGHTS COMMISSION

The following members are appointed by Mayor Eric Genrich and confirmed by the Common Council:

Chair Tara Yang

Vice Chair Jon Shelton

Cristina Ortiz

Michael Vinson

Marcus Grignon

Elizabeth Kostichka

Said Hassan

Stephanie Guzman

Aldersperson Jim Hutchison

More information about the Equal Rights Commission can be found online at the City of Green Bay website: <https://greenbaywi.gov/1234/Equal-Rights-Commission>

Life, Liberty, and the Pursuit of Happiness:
Recommendations to Promote Equal Housing Opportunity in Green Bay
EXECUTIVE SUMMARY

In 2021, the city's first Equal Rights Commission was charged, in part, "to prepare and provide timely reports to the mayor and council on efforts to promote equal rights, equal opportunities, positive community relations, and to eliminate discrimination and inequities in City government and the City." Over the course of the ERC's first meetings, it became apparent that housing represented a significant challenge to equality in Green Bay. A series of public hearings hosted by the ERC in 2022 showed that the city's most vulnerable residents—racial minorities, immigrants, victims of intimate partner violence, and LGBTQ youth, for example—have faced particular struggles in accessing quality, affordable housing. Based on these hearings, the ERC crafted this report, which highlights our findings and offers a series of recommendations to ensure that all of Green Bay's citizens have fair and equal access to housing, one key pillar of the American promise of economic security.

Access to a good place to live is a promise deeply woven in the American creed of "life, liberty, and the pursuit of happiness." From the Homestead Act (1862) during the time of Abraham Lincoln to the Franklin D. Roosevelt's administration's economic bill of rights (1944), with housing as a foundational piece, American leaders across the political spectrum have increasingly seen the necessity of good housing. Civil rights activists like Martin Luther King, Jr. organized, at great risk, to eliminate the grossly unequal access to housing African Americans and other minorities experienced. Finally, religious traditions—including the Catholic church, Judaism, and Islam—all point to the necessity of the right to housing.

Unfortunately, access to housing in Green Bay is embedded in a crisis of national proportions. Those of limited means, virtually everywhere in the country, struggle to find a stable, affordable place to live. There are cities where the crisis is worse than in Green Bay, but the struggle for housing has grown more drastic here in recent years. This struggle, the Commission found, has become particularly acute for specific groups of people as the lack of affordable housing stock has given landlords an excessive amount of power in the rental marketplace.

- Single women, particularly victims of intimate partner violence, struggle to secure safe, high-quality affordable housing as they transition from temporary shelter facilities.
- LGBTQ youth, some of whom are estranged from parental support, struggle to find quality affordable housing and/or fear available rental spaces will be safe for them.
- For African American families in Green Bay, the struggle to find housing is particularly acute, as disproportionate, unwarranted surveillance by landlords combined with disproportionate, unwarranted surveillance by the police seriously limits many Black families' rights to safe, affordable, high-quality housing in Green Bay.
- Immigrants and refugees, particularly large families, struggle to find good housing because they face language barriers or overwhelming economic barriers from landlords.

The ERC recommends immediate, intermediate, and long-term recommendations to build on the efforts toward more affordable housing already being undertaken by Mayor Eric Genrich's administration and the city council.

- In the immediate term, we recommend the city expand programs, including making more support available in multiple languages, to ensure renters in the city know their rights, and we recommend the city expand advocacy for renters by investing in more resources for housing investigation and to rectify potential discrimination.
- In the intermediate term, the ERC calls on the city to develop a program to ensure the public knows which landlords deal fairly with tenants and which do not. We also recommend the city of Green Bay outlay funding to pay for reasonable repairs to rental units when landlords refuse to pay for them, and that the city redouble its ongoing efforts at zoning reform to increase affordable housing stock.
- Finally, in the long-term, the commission calls on the city to prioritize public investment in producing and subsidizing affordable housing. We urge the city to pass an ordinance that would require developers to produce a substantial percentage of affordable housing in any new development, expand efforts to subsidize affordable home ownership, develop a robust community land trust, and create and manage a dramatically greater number of affordable rental units.

The full findings of the Equal Rights Commission can be found in the report that follows. We thank the Genrich administration and the community organizations who spoke at our public hearings for the insights that went into constructing this report.

*Life, Liberty, and the Pursuit of Happiness:
Recommendations to Promote Equal Housing Opportunity in Green Bay*

Green Bay Equal Rights Commission
Tara Yang, Chair
Jon Shelton, Vice Chair

I. Introduction: Housing in Green Bay

A recent ranking by *US News and World Report* [places Green Bay as one of the top ten cities to live in the United States for 2022-23](#).¹ The report cites the city's affordability, safety, and overall quality of life. The recommendations below start from that premise: we are proud of our city and its national reputation as an excellent place to live.

A key component of the *US News and World Report* rankings is based on net in-migration. Clearly, the city has a history of welcoming others, including new neighbors from other parts of the state and the region, and immigrants, especially Hmong, Somali, and Hispanic/Latino/Latinx immigrants.

Green Bay is in the second fastest growing county in the state, and [recent census numbers show that both the city and the county are growing increasingly diverse](#).² Our growing diversity is something to celebrate, and the appointment of the city's first ever Equal Rights Commission is a testament to that fact. The composition of our commission truly represents the diversity here in the city.

A city is only as strong as the opportunities available for its most vulnerable members, however. To maintain (and improve) the city's reputation as an excellent place to live, we must ensure that every resident of our great city has access to the same excellent opportunities. The ERC was appointed with that goal in mind, and we were charged with the broad responsibility to make recommendations about how to make our city more equitable:

The Commission shall meet not less than four (4) times annually for monitoring the employment, contracting, and program activities of the City, and **prepare and provide timely reports to the mayor and council on efforts to promote equal rights, equal opportunities, positive community relations, and to eliminate discrimination and inequities in City government and the City.**

The ERC understands this charge as a grave responsibility, and as we began meeting over the course of our inaugural year, and as individual members, we talked to policymakers and citizens in Green Bay, one major challenge stood out: the challenge many residents, particularly those of limited economic means, face in securing high-quality, affordable housing.

¹ Devon Thorsby, "U.S. News Ranks the Best Places to Live in the U.S., 2022-23," *US News and World Report*, May 17, 2022. <https://realestate.usnews.com/real-estate/articles/us-news-ranks-the-best-places-to-live-in-the-us>

² "Brown County's Ethnic, Racial Population Grows More Diverse," *NBC26*, Aug. 13, 2021. <https://www.nbc26.com/news/local-news/brown-countys-population-grows-more-diverse>

Of course, this problem is not restricted to Green Bay, and in fact, structural shortage of housing represents a problem that originated at least as early as the Great Recession in 2008.³ It cannot be solved, either in our city, or anywhere else, overnight. It is a problem of significant proportions, and there are many areas, both nationally and abroad, where scarcity of housing is even more serious than in Green Bay.⁴ Indeed, as the *US and News and World Report* ranking points out, the median home price is lower here than the national average. In spite of this, however, there simply are not enough affordable housing units in the city to support the needs of our residents, much less the increased residents our employers would like to see in order to continue growing.

Several studies of housing in the city over the past several years have made clear the scale of the problem:

An [analysis completed by the City of Green Bay, published in April 2019](#),⁵ for instance, has shown that:

- “The supply of one-bedroom units appears to have fallen since 2000, limiting housing options for the most disadvantaged residents. Between 64% and 74% of the City’s housing stock was built before 1980, which also poses a risk for low-income families with children living in these homes. The decrease in one-bedroom units and presence of lead-based paint in older homes are impediments to fair housing choice, as they disproportionately affect non-white and disabled residents for whom such units may be the best, or only, viable housing option.” (23)
- “Very few new single-family or multi-family units have been built since 2010. Interviews suggest a lack of adequate supply of *decent* units in both the single-family market and the multi-family rental market. The lack of supply of acceptable single-family and multi-family units is considered an indirect impediment to fair housing choices, as it makes illegal discrimination easier to hide.” (24)
- “It is widely understood that the 13 housing discrimination complaints filed with [the Metropolitan Milwaukee Fair Housing Council] over the past year underestimate the incidence of discrimination in the City. People in search of housing are generally more concerned about avoiding homelessness. People already in housing are concerned about retaliation by landlords if they were to file a complaint. While we cannot get an accurate measure of discrimination, we know that it is occurring and is an impediment to fair housing choice for various protected classes in the City, especially for minorities and those with disabilities.” (51)

³ Madison Huff, “Housing in the US Has Not Been Able to Keep Up with Buyer Demand over the Past Decade,” *Business Insider*, Sep. 27, 2020. <https://www.businessinsider.com/us-underbuilding-housing-over-the-past-decade-2020-9>

⁴ Deirdra Funcheon, “How Miami Became the Center of America’s Rental Housing Crisis,” *The Washington Post*, Sep. 16, 2022. <https://www.washingtonpost.com/business/2022/09/16/miami-center-america-rental-crisis/>. “Not Chump Change: Home Prices in Canada Strain Affluent Budgets,” *New York Times*, Oct. 8, 2022. <https://www.nytimes.com/2022/10/08/world/canada/canada-real-estate-market.html>

⁵ City of Green Bay, *Analysis of Impediments to Fair Housing Choice*, April 30, 2019.

An [analysis published by the city in October 2020](#) showed that:

- “There is a significant gap at the very bottom of the rental market, an undersupply of 3,715 units for those at 30% or less median income.” (23)
- “While the household income of the top 5% of US households has more than doubled in the past 50 years, middle income households have seen only about a 10% increase in that period. Meanwhile, inflation-adjusted housing costs have risen roughly 50% for rental housing and 70% for home ownership in that period. The result of these trends is that housing is requiring a bigger portion of household incomes. Thirty percent of income has long been viewed as the standard threshold for ‘affordable,’ as defined by the federal government. Twenty percent of owners and 43% of renters in the City currently pay more than 30% of their income for housing.” (69)

An [analysis by the Corporation for Supportive Housing, published in 2021](#), made evident:

- In 2019, 2,039 people in Green Bay experienced homelessness, an increase of almost 15% from the previous year. (5)
- “Black and Native Green Bay residents are experiencing homelessness at a rate 11 times and 4.7 more than their representation in the general population.” (6)
- “Between April 2020 and December 2020, then number of clients experiencing homelessness served each month in Brown County grew by 106%.” (7)

Further, as a series of public hearings we held over the course of 2022 have made clear, the lack of good housing, combined with the lack of economic security for the lowest-earning Green Bay residents, has made access to housing even more difficult for several key groups of Green Bay residents, as it has given landlords the power to price available rental units above the range of affordability (defined as rent that is more than 30% of monthly income) while often failing to provide basic maintenance and safe living conditions. These groups include the following:

- Residents with limited economic means
- Women, especially victims of intimate partner violence
- LGBTQ youth
- African Americans
- Immigrant working families, particularly refugees who have settled here

It is important to point out that recent state legislation—since 2010, in particular—has drastically tilted the balance of legal power in Wisconsin toward landlords. As a recent investigative report from the *Milwaukee Journal-Sentinel* has shown, many of the legislators who voted for these changes personally profited from them since they were landlords in addition to serving in the state legislature. Some of these changes include restricting local governments from preventing landlords from excessive background searches of prospective tenants or from allowing local

governments to increase housing inspections in areas more likely to be marked by landlord exploitation of tenants with limited means.⁶

II. Why does housing matter?

Access to quality, affordable housing is a right for everyone in Green Bay. If one cannot access safe and secure shelter, how can they access the American promise of “life, liberty, and the pursuit of happiness”? Unsafe shelter can sharply limit one’s pursuit of happiness, one’s freedom, and even one’s life. Further, spending more than 30% of one’s income often leads to families foregoing food, medical care, and safe childcare to avoid homelessness. To put it simply, access to quality affordable housing determines whether residents in Green Bay truly enjoy the freedoms promised by American democracy.

There is a significant body of historical evidence—from some of our nation’s most profoundly important political thinkers to international religious leaders—to help illustrate the importance of this need, and the necessity of government action to facilitate safe and affordable housing.

During the Civil War, Congress passed the Homestead Act (and President Abraham Lincoln signed it into law), making 160-acre plots of land available to Americans for a very low price to broaden access to land and homes for working class families. Though white families accessed most of this land, thousands of African American families, particularly after the war, were able to gain access to land and homes through the Homestead Act.⁷

In the 1930s and ‘40s, the United States stood as the globe’s most important bulwark against the rise of totalitarian fascism and Stalinism. The upheaval of the Great Depression allowed fascists—most notably the Nazis in Germany—to exploit the economic insecurity of the time to eliminate democracy. In the United States, only a series of social democratic reforms led by the Franklin D. Roosevelt administration allowed the US to maintain democracy and prepare to defeat fascism in World War II.

In January 1944, FDR summed up the need for a broad investment in economic opportunity to defeat Nazi Germany and prevent future totalitarian states: “We have come to a clear realization of the fact that true individual freedom cannot exist without economic security and independence,” FDR pointed out. “People who are hungry and out of a job are the stuff of which dictatorships are made.”

Building on the promise of American democracy, FDR concluded that “In our day these economic truths have become accepted as self-evident. We have accepted, so to speak, a second Bill of Rights under which a new basis of security and prosperity can be established for all — regardless of station, race, or creed.”

⁶ Cary Spivak and Mary Spicuzza, “Some Wisconsin Lawmakers Double as Landlords—and Have Passed Laws That Undermine Renters’ Rights,” *Milwaukee Journal Sentinel*, Jun. 14, 2019 (Updated Jan. 22, 2020). <https://www.jsonline.com/story/news/investigations/2019/06/14/wisconsin-lawmaker-landlords-change-rental-laws-not-favor-tenants-renters-rights/1210327001/>

⁷ Harry Holzer and Norton Garfinckle, *A Just and Generous Nation: Abraham Lincoln and the Fight for American Opportunity* (New York: Basic Books, 2015), 41-50, 88.

Among the rights FDR outlined included the following, and it is illuminating that housing was recognized as one of these cornerstone rights:

- The right to a useful and remunerative job in the industries or shops or farms or mines of the nation;
- The right to earn enough to provide adequate food and clothing and recreation;
- The right of every farmer to raise and sell his products at a return which will give him and his family a decent living;
- The right of every businessman, large and small, to trade in an atmosphere of freedom from unfair competition and domination by monopolies at home or abroad;
- **The right of every family to a decent home;**
- The right to adequate medical care and the opportunity to achieve and enjoy good health;
- The right to adequate protection from the economic fears of old age, sickness, accident, and unemployment;
- The right to a good education.

As Roosevelt concluded, “All of these rights spell security. And after this war is won we must be prepared to move forward, in the implementation of these rights, to new goals of human happiness and well-being.”

The promise of FDR’s Second Bill of Rights structured American politics during and after World War II. In 1949, for example, Congress passed the Federal Housing Act of 1949, which began by asserting the following:

“The Congress declares that the general welfare and security of the Nation and the health and living standards of its people require housing production and related community development sufficient to remedy the serious housing shortage, the elimination of substandard and other inadequate housing through the clearance of slums and blighted areas, and **the realization as soon as feasible of the goal of a decent home and a suitable living environment for every American family, thus contributing to the development and redevelopment of communities and to the advancement of the growth, wealth, and security of the Nation.**”

Indeed, Congress understood, much as is the case in Green Bay today, that the growth, overall prosperity, and safety of Americans was tied to the necessity of widely available, high quality, affordable housing.

The Federal Housing Act helped to provide many new housing units. Other policies such as the mortgages secured and subsidized by the Federal Housing Administration and other government agencies enabled millions of Americans to purchase new homes. Some Americans, particularly African Americans, were excluded from that promise, a legacy that still structures inequality in housing today. Up until the 1940s, white homeowners could enforce restrictive covenants (in which African Americans could not purchase homes in all-white neighborhoods), and FHA loans disproportionately helped white potential homeowners since Blacks could not get access to loans outside of white neighborhoods. Real estate agents were allowed to discriminate against Black home buyers, and landlords could legally discriminate against Black renters.

In Green Bay, African American Packers players in the 1950s and 60s struggled to buy homes or even find rental housing in the city as a result of discrimination, and many could only access housing with the assistance of Coach Vince Lombardi.⁸

Because of rampant discrimination, housing became a major goal of the civil rights movement, both in Wisconsin and elsewhere. In 1966, for instance, Martin Luther King, Jr. led a movement to end housing discrimination in Chicago, facing intense resistance from whites in the city. As King explained that August, “I’ve been in many demonstrations all across the South, but I can say that I have never seen, even in Mississippi and Alabama, mobs as hostile and as hate-filled as I’m seeing in Chicago.”⁹

In Milwaukee, Catholic priest Father James Groppi led 200 days of marches to ensure Black Milwaukeeans had equal access to housing in a city one historian has called the “Selma of the North.”¹⁰ In 1966-67, prominent civil rights activists A. Philip Randolph and Bayard Rustin advocated a “Freedom Budget” that would have guaranteed every American a quality home, in part by putting unemployed Americans to work, by 1975.¹¹

King’s murder in 1968 in Memphis provided advocates in Congress with the leverage to secure passage of the Fair Housing Act, which allowed victims of discrimination to seek redress through the Department of Housing and Urban Development. In Wisconsin, numerous cities passed their own fair housing ordinances, including Green Bay in October.¹² These ordinances helped to stop overt discrimination, but as we noted above, substantial inequality in the housing market has grown since this time.

Though there are other arenas in which we could find thinkers making the case for the right to housing, including both Jewish and Islamic teachings, which each assert that all people have the right to housing as a broad moral claim to live in dignity,¹³ the Commission would also like to point out the long-standing position of the Catholic church on the right to high-quality, affordable housing.

Pope Leo XIII’s Encyclical from 1891, for instance, pointed out that “Justice, therefore, demands that the interests of the working classes should be carefully watched over by the administration, so that they who contribute so largely to the advantage of the community may themselves share

⁸ Richard Ryman, “Black Players on Green Bay Packers’ 1960s Championship Teams Lauded, But Faced Discrimination,” *Green Bay Press Gazette*, Aug. 2, 2018.

<https://www.greenbaypressgazette.com/story/news/2018/08/02/black-packers-players-1960-s-faced-discrimination-green-bay-lombardi-housing-racism/774591002/>

⁹ Cheryl Corley, “50 Years Ago, Martin Luther King Jr. Fought for Open Housing in Chicago,” *National Public Radio*, Aug. 29, 2016. <https://www.npr.org/2016/08/29/491848087/50-years-ago-martin-luther-king-jr-fought-for-open-housing-in-chicago>

¹⁰ Patrick Jones, *The Selma of the North: Civil Rights Insurgency in Milwaukee* (Cambridge, MA: Harvard University Press, 2009).

¹¹ A Philip Randolph and Bayard Rustin, “A Freedom Budget for all Americans,” 1965.

<https://www.theatlantic.com/magazine/archive/2018/02/a-freedom-budget-for-all-americans-annotated/557024/>

¹² Greg Lutz, Jon Shelton, and Joseph Taylor, “Civil Rights in Titledown: Green Bay’s Open Housing Ordinance of 1968,” *Voyageur: Northeast Wisconsin’s Historical Review*, Winter/Spring 2019, 22-29.

¹³ “Housing Security,” *Jews United for Justice*, <https://jufj.org/our-work/issue-campaigns/housing-dc/>.

in the benefits which they create-that being housed, clothed, and bodily fit, they may find their life less hard and more endurable.”¹⁴

The Second Vatican Council’s *Gaudium et Spes: Pastoral Constitution on the Church in the Modern World* (1965), pointed out that “...there is a growing awareness of the sublime dignity of human persons, who stand above all things and whose rights and duties are universal and inviolable. They ought, therefore, to have ready access to all that is necessary for living a genuinely human life: for example, food, clothing, housing, the right freely to choose their state of life and set up a family, the right to education, work, to their good name, to respect, to proper knowledge, the right to act according to the dictates of conscience and to safeguard their privacy, and rightful freedom, including freedom of religion.”¹⁵

More recently, Pope John Paul II’s *Sollicitudo Rei Socialis* (“On Social Concern”) (1987) pointed out that “The lack of housing, an extremely serious problem in itself, should be seen as a sign and summing-up of a whole series of shortcomings, economic, social, cultural or simply human in nature.” Finally, Pope Francis’s *“Laudato Si”* (2015), forcefully asserted that “Lack of housing is a grave problem in many parts of the world, both in rural areas and in large cities, since state budgets usually cover only a small portion of the demand. Not only the poor, but many other members of society as well, find it difficult to own a home. Having a home has much to do with a sense of personal dignity and the growth of families.”¹⁶

The moral argument for the right to housing, stemming from both American political thought and moral authorities such as the Catholic church, is clear. Fulfilling the American promise of opportunity is the most important rationale for committing, in the short-term, to more resources for renters and potential renters to navigate a difficult market, and in the long-term, to prioritizing investment in more affordable housing.

But focusing on equal housing opportunity also makes good economic sense. As the [City of Green Bay’s Housing Market Study from October 2020](#) points out, “If there is not lower cost housing available for workers, they are less likely to stay in Green Bay, or come to the city. Having the housing workers at these employers are looking for is essential to the vitality of Green Bay’s economy” (15).¹⁷ In other words, if we want to retain our place as one of the ten best cities in which to live, we *must* ensure everyone’s right to high quality affordable housing is upheld, in spite of the headwinds we face from both national trends and restrictive state legislation.

¹⁴ *Rerum Novarum: Encyclical of Pope Leo XIII on Capital and Labor* (1891) <https://www.cctwincities.org/wp-content/uploads/2015/11/Rerum-Novarum.pdf>

¹⁵ Second Vatican Council, *Gaudium et Spes: Pastoral Constitution on the Church in the Modern World* (1965) <https://www.cctwincities.org/wp-content/uploads/2015/10/Gaudium-et-Spes-Pastoral-Constitution-on-the-Church-in-the-Modern-World.pdf>

¹⁶ Pope John Paul II, *Sollicitudo Rei Socialis* (1987) https://www.vatican.va/content/john-paul-ii/en/encyclicals/documents/hf_jp-ii_enc_30121987_sollicitudo-rei-socialis.html. Encyclical Letter, *Laudato Si of the Holy Father Francis on Care for Our Common Home* (2015). https://www.vatican.va/content/francesco/en/encyclicals/documents/papa-francesco_20150524_enciclica-laudato-si.html

¹⁷ Green Bay, WI, *Housing Market Study: October 6, 2020 FINAL*.

Following in the line of these thinkers—both secular and religious—as well as our city’s own history, we call on the Mayor’s Office and the City Council to prioritize equal opportunity to housing as a fundamental task over the next decade in Green Bay, to treat access to high-quality, affordable housing as a right everyone should enjoy and to enact policy accordingly. In Sections IV, V and VI we offer immediate, intermediate, and long-term suggestions for action, respectively.

III. Findings of the Equal Rights Commission

After studying the findings of several reports on the growing shortage of housing the city, the Equal Rights Commission held a series of public hearings in 2022. We sought to study the question of housing particularly from an equity lens: to determine how particular groups in the city might struggle to access their right to high-quality, affordable housing. The commission heard powerful testimony from organizations that work with vulnerable renters and prospective renters.

Over the course of these hearings, we discovered the following barriers that vulnerable groups faced in accessing their right to housing:

Green Bay residents, across the spectrum of identity, struggle to secure and maintain high-quality affordable housing. It is clear, given the broader dynamics of income inequality in the US, in-migration to Brown County, the excessive power provided them by recent state legislation, and the shortage of new sources of affordable housing, landlords hold an inordinate amount of power in the rental market. We heard from numerous representatives of different non-profit groups in Green Bay about the ways their clients struggled to find housing, and in many cases, to get landlords to take care of maintenance issues. Of course, this does not mean there are not many good landlords in Green Bay, only that some landlords are able to take advantage of their relative power in the market.

For instance, it has become increasingly common, as we heard from representatives from COMSA (Community Services Agency, Inc.) for large rental companies, some based outside Green Bay, to purchase apartment complexes and either dramatically increase the rent or terminate existing lease agreements, pricing many Somali families either out of the market (seeking substandard housing elsewhere) or leaving the community entirely.

As Beth Hudak, Director of Outreach for House of Hope put it, in spite of an overall successful rate of placing families experiencing homelessness in the Green Bay area, they quite simply “need more places to put people.”

Further, there appears to be widespread discrimination against renters who, because of poverty or exigent circumstances such as intimate partner violence, require Section 8 vouchers to pay their rent. Wisconsin fair housing law prevents discrimination based on source of income, including a “voucher having monetary value.”¹⁸ But as Erika Villacrez, the Housing Director of NEW CAP, pointed out, though many landlords technically accept Section 8 Vouchers, they only do so

¹⁸ Department of Workforce Development, “Wisconsin’s Fair Housing Law and Complaint Process.” <https://dwd.wisconsin.gov/er/civilrights/housing/complaintprocess.htm>

if the prospective tenant can pay three times or more of the monthly rent upfront, effectively locking renters of limited means out of accessing a substantial portion of housing (in most cases, if a renter had access to that much savings, they would be ineligible for Section 8).

Single mothers, particularly victims of intimate partner violence, struggle to secure safe, high-quality affordable housing as they transition from temporary shelter facilities. This issue is particularly distressing since families recovering from such violence need even more stability than the average family. Unfortunately, a rental market heavily weighted toward landlords allows some to ask for outrageous fees and deposits up front while consistently leveraging the threat of eviction to prevent women from advocating for their own safety.

As Amanda Amon-Brellenthin, Rapid Rehousing Program Manager at the Golden House explained, landlords often ask for three times the rent up-front before renting to the organization's clients, and when victims of domestic violence move in, landlords often threaten eviction if the police are ever called to their apartment. This leaves women in a highly vulnerable position if their former partner attempts to threaten, intimidate, or assault them, since they fear eviction and their children not having a place to live.

This also extends to issues with landlords performing needed maintenance. Amon-Brellenthin told us about landlords who does not respond to entreaties from either the tenant or from their advocate in Golden House. In one case, a landlord did not respond to over 30 polite emails and texts to get basic maintenance issues taken care of. The tenant (and Golden House) feared eviction if they reported the landlord to the city. This is on top of the fact that victims of domestic violence are often not able to talk to landlords during their abuse and are even more vulnerable. To have landlords treat vulnerable people in this way is particularly distressing.

LGBTQ youth struggle to find quality affordable housing. [LGBTQ Americans are twice as likely as other Americans to experience homelessness](#), and this struggle often begins in youth. [Young LGBTQ people \(between the age of 18-25\) are also twice as likely to experience homelessness](#).¹⁹ This struggle is particularly acute, as we heard from House of Hope, for LGBTQ youth under the age of eighteen, who may have been cut off by their family for being gay or transgender. Youth in this situation can access shelter (such as House of Hope), but because of Wisconsin law which bars anyone under the age of eighteen from entering into contracts, youth who are estranged from their families are unable to find permanent housing.

Once LGBTQ youth reach 18 years of age, however, they may still struggle to find housing since they may have been forced to leave their family home and have limited means to secure their own place to stay. As we learned from Nicole Kurth of the Pride Center at UWGB, without year-round housing at UWGB, many students would be homeless since their parents do not accept their sexual orientation or gender identity.

¹⁹ UCLA School of Law Williams Institute, "Homelessness Among LGBT Adults in the US," May 2020. <https://williamsinstitute.law.ucla.edu/publications/lgbt-homelessness-us/>; Matthew Morton, Amy Dworsky, and Sonali Patel, "LGBTQ Young Adults Experience Homelessness at More than Twice the Rate of Peers," <https://www.chapinhall.org/research/lgbtq-young-adults-experience-homelessness-at-more-than-twice-the-rate-of-peers/>

A major challenge for trans youth at temporary shelters, as we also heard from Kurth, is that shelters often will not let them stay if their gender identity does not conform with the preconceived notions of those running the shelter.

For LGBTQ youth who graduate, finding safe housing can still be a struggle. Young LGBTQ folks often feel vulnerable living in a space where they may be targeted for their orientation or gender identity, and this adds a challenge to the already significant challenge other renters face in terms of affordability.

African Americans continue to struggle to find safe, affordable housing. Virtually every organization we spoke to referred to the disproportionate number of minority families with whom they work (very much in line with city wide reports we referenced in the first section above).

For African American families, the struggle is particularly acute. As Chair Yang and Vice-Chair Shelton learned from a conversation with the staff of We All Rise: African American Resource Center, Black renters “live by a different set of rules.” Fear of eviction is constant, as Black renters are targeted by landlords for ordinary activities such as hosting barbecues and playing music. A call from a neighbor to the police, even if it does not lead to a citation, often leads to a landlord considering eviction or biases a future landlord from renting since the incident, and identifying information, can still end up in the public record on Green Bay Crime Reports. Indeed, disproportionate, unwarranted surveillance by landlords combined with disproportionate, unwarranted surveillance by the police seriously limits many African American families’ rights to safe, affordable, high-quality housing in Green Bay.

African American residents of Green Bay are disproportionate victims of problematic policies, too. For example, it has become increasingly common for African American teenagers, whose name ends up on a lease when they are a minor, to end up with an eviction on their record if a parent gets evicted once the teenager becomes an adult. This eviction can go on their record even if they no longer live at the residence, and it still seriously limits the number of landlords willing to rent to them in the future.

In addition, as We All Rise staff reported, landlords continue to ask renters, many of whom are African American, to show up for court-mandated mediation even after they have paid up their rent, in order to avoid eviction. Even though the renter is not actually evicted, they still end up with a record that future landlords can use to discriminate against that renter.

Immigrant and refugee families, particularly those with large numbers of children, struggle to find safe, affordable housing.

As we heard from NEW CAP, many of the city’s Hispanic/Latino/Latinx immigrants live in a few specific areas in the city (Green Bay’s *Impediments to Housing* study in 2019 pointed out that one census tract is comprised of about 40% Hispanic residents), and both income level and language barriers appear to close off options to housing elsewhere for many of these immigrants in Green Bay.

Indeed, we heard in our hearings how language barriers limited both the Hispanic/Latino/Latinx and Somali families' abilities from advocating for themselves in the marketplace as well as they could. For immigrant and refugee communities in particular, the lack of affordable housing for larger families is a significant challenge to accessing safe, high-quality options. As we heard from Said Hassan, Executive Director (and also ERC commissioner) and Adan Hurre, Program Director, from COMSA, immigrant families struggle to find and retain good housing, both because of overall rent increases, especially after COVID, and because of landlords' unwillingness to accept Section 8 vouchers. For families who are fortunate enough to find housing, they often do so at the expense of other important necessities. As Hurre pointed out, immigrant families are likely to forego food before missing rent payments.

Indeed, Somali immigrants desire to stay in Green Bay but often leave, in particular to the Twin Cities, as their families increase in size and they cannot find three-, four-, or five-bedroom rentals. Of course, this is a major missed opportunity for employers in Green Bay. As Hurre put it, Green Bay is a "great place" to live but it can be difficult to retain Somali families because they do not have space in our city.

As Maria Plascencia, Board Member for CASA ALBA Melanie pointed out, CASA ALBA Melanie struggles to find permanent housing for refugees from Nicaragua, Honduras, Congo, and Afghanistan. She pointed out the discrimination they often meet from landlords, particularly as a result of language barriers, and their inability to get things fixed when they are able to secure housing. They also fear eviction if they complain, even if they ask politely for maintenance. She also confirmed, as we have heard from other constituency groups, that landlords often ask for three times the first month's rent from immigrant and refugee families.

Lack of housing for large families is not restricted to immigrants and refugees, however: Both Beth Hudak from House of Hope and Jen Schmo from Freedom House also spoke to the necessity of more 3-5 bedroom rentals that are affordable.

It seems clear that, in addition to the broader shortage of housing impacting the entire city, some groups in particular are struggling with the increased power this has given landlords in the rental marketplace.

IV. Immediate Recommendations

As we have shown, securing safe and affordable housing is a right that is necessary to the fulfillment of the American promise of life, liberty, and the pursuit of happiness. It is fundamental in the trajectory of our city and of our residents' quality of life, and it is necessary for our employers to have the workforce that they need to thrive. In the next three sections we offer a series of recommendations: a set of immediate recommendations that the city can implement with very little planning and limited resources, intermediate recommendations that would require more resources and a longer time horizon, and a set of long-term recommendations we believe city administrators and city council representatives should keep in mind as they build for the future.

It is important to note that we are not starting from scratch. The city administration, particularly under Mayor Eric Genrich, has taken important steps already to improve residents' access to affordable housing. We note these steps below when relevant.

If housing is a right, the most obvious thing for the city to do is to educate the public that housing for everyone is a priority, to educate landlords about their responsibilities, and to educate tenants about their rights.

We have heard from numerous people about the necessity of educating landlords about their responsibilities. We believe this is important, and members of the ERC would be more than happy to attend the trainings for landlords the city already holds. We would also like to see the city administration include findings from this report in their training sessions. Nevertheless, given the significant power landlords have in the market and the increased legal protections landlords have won through state legislation in the past decade, we believe that a more important avenue is to put greater effort into ensuring that tenants understand their rights, and for the city to work closely with non-profit advocates to advance this knowledge. As we heard from one representative in our hearings, "It feels like there are no tenant rights...the majority of people we work with, they don't know their rights. If they don't know their rights, it is easy for landlords to take advantage of them."

As we learned in one of the hearings, the city has a part-time housing investigator, but it seems that much of the public, including many of the groups who directly work on housing, do not know about it. The state also has a Fair Housing Council, and [there is a satellite office in Appleton](#). This is a valuable resource for tenants, but although the resource is listed on the city website, it seems very likely that many tenants do not know about it. As the Corporation for Sustainable Housing Blueprint (2021) explains, according to Wisconsin fair housing law, landlords cannot refuse to rent or refuse to renew a lease because someone uses a Section 8 voucher. (42). The city's equal rights ordinance (which charged our commission) also provides specific protections from non-discrimination to a number of protected classes.

We should begin by helping all of Green Bay's citizens understand their above rights as tenants. The city routinely holds trainings for landlords, and the city, in partnership with GBPD and Legal Action of Wisconsin, recently began holding trainings for tenants. The city should continue this work, expanding the number of training sessions and working directly with service providers to ensure tenants know about it. The city should also meet tenants where they are. Neighborworks has published a [helpful resource guide for renters and landlords in Brown County](#). The city should work with service providers to ensure this guide is kept up to date and disseminated to tenants, particularly those from marginal communities. And, importantly, this guide should be translated into Spanish, Somali, Hmong, and other languages to fit the needs of in-migrants to our region.

The city should also consider deepening existing support for tenant advocacy. Currently, the city contracts with six housing inspectors and one residential housing investigator. They also contract with the Fair Housing Council, which is based out of Milwaukee. But there is more the city can do to help shift the balance of power away from landlords. For starters, the city should

ask the Fair Housing Council to do a fair-housing audit of the city to determine systematically to what extent discrimination restricts opportunities for equal housing in the city.

The city should also consider hiring a full-time housing investigator (right now that position is part-time) and/or working with a local organization that is able to work directly with local populations who might be wary of having to call an office in Milwaukee to make a complaint about discriminatory actions. These positions can be funded through federal block grant dollars.

If we are serious about upholding all of our citizens' rights to affordable, safe housing, we should commit more support to it, and more accessible, local support. As we learned in our hearings, many of the folks who struggle the most to secure housing are our city's most vulnerable, the most likely to be unaware of their rights, experience language barriers, and suffer from the stigma of domestic violence. Many of the representatives we spoke to supported the notion of increased tenant advocacy and the Commission reiterates the necessity of ensuring much of the advocacy is inclusive of different languages spoken in our Green Bay community.

V. Intermediate Recommendations:

The following recommendations are intermediate recommendations. They would require action by the city council or some other community group but would not require a significant amount of expenses.

As we've documented, one of the most significant factors leading to unequal access to housing in our city is the lack of housing and the increased leverage that gives to landlords.

First, as we noted above, we support landlord training and education programs around how to work with minorities and low-income renters. Based on what we learned during our hearings, there is a need to emphasize both appropriate and inappropriate behavior displayed by landlords within Green Bay. **We believe the city should develop a certification program to publicly praise landlords that deal fairly with tenants and prospective tenants and to communicate to the public about which ones do not.** We believe city administration is the appropriate institution to complete this work. If the city is unwilling or unable to do it, however, we recommend a citizen's committee create their own list so we can steer renters toward fair landlords and away from unfair ones. We also believe that such a certification program could be tailored toward the needs of distinct underserved groups, such as a certification for immigrant and refugee-friendly or LGBTQ-safe landlords.

Relatedly, we think the city could outlay a specific amount of funding to pay for necessary repairs to rental units when landlords refuse to make sure necessary repairs occur. The city already does this when a property is declared a "public nuisance" and the city landlords gets billed. But we should extend this possibility to renters who struggle to get landlords to make reasonable repairs. A program of this kind would entail a method for tenants to document the landlord's refusal to take appropriate action. The city could then make those repairs, and then bill the landlord.

Finally, we wish to endorse a specific recommendation from the City of Green Bay’s housing study from 2019, for significant zoning reform, to increase the city’s affordable housing stock. As the report pointed out: “The City should amend the Comprehensive Plan and its Future Land Use Map to add policies that increase the supply of affordable housing for families in all areas and neighborhoods in the City. The City should incentivize the development of a mix of housing types and price points in areas without concentrations of low income and minority households. This could include the identification of High Opportunity Zones (areas with employment opportunities, high performing schools, green space, access to transit, etc.). where new affordable units are specifically encouraged and Low Opportunity Zones where new affordable units are specifically *discouraged*.” (58). The commission has learned that the city administration is actively working to support this reform. Though this reform will not be sufficient to ensure everyone in Green Bay has access to safe, affordable housing, it is a budget-neutral reform that the city council could enact very soon.

VI. Long-term recommendations

Many recent reports on the shortage of housing in Green Bay (and elsewhere) have called for incentives for landlords and developers to improve existing housing stock and build new housing stock. The city of Green Bay, including the Redevelopment Authority and other entities, has done good work to incentivize these initiatives, effectively subsidizing private capital. In spite of these efforts, however, it is clear that focusing first and foremost on the profits of investors and developers, with affordable housing stock as an ancillary investment, is unlikely to ensure our city’s residents right to safe, affordable housing.

As the Green Bay housing study from 2020, pointed out, “There is a significant gap at the very bottom of the rental market, an undersupply of 3,715 units for those at 30% or less median income” (23). The scale of this problem is so significant that incremental measures that largely focus on higher-end housing will not solve it. Simply put, we cannot use magical thinking in the hope that incentivizing developers whose primary interest is profit will ensure everyone has equal opportunity to safe, affordable housing. **If we truly see housing as a human right, and a necessity if the city is going to have an engaged citizenry and a workforce that is supported and committed to working right here in Green Bay, we must prioritize the production of affordable housing in the public investments our city makes moving forward.** To do anything else would be averse to the American promise of life, liberty, and the pursuit of happiness.

There are numerous ways to invest in housing that foregrounds the need for affordable housing.

First, when developers create more housing, we believe they should be required to create a minimum number of affordable units. We strongly urge the city to pass an affordable housing ordinance modeled on [Bloomington, Minnesota’s Opportunity Housing Ordinance](#). Though there is plenty of room for variation with a potential Green Bay ordinance, we see Bloomington’s requirements as a thoughtful starting point: “*New residential construction, regardless of type of dwelling unit.* For newly constructed, converted, or infill multi-family or townhome residential developments with 20 or more newly created units, at least 9% of the newly created units must be affordable to households at or below 60% of AMI [Area Median

Income]. For newly constructed or infill single-family detached residential developments with 20 or more newly created units, at least 9% of the newly created units must be affordable to low-income family households up to 115% AML.” City administration is already in the early stages of proposing a version of this ordinance in Green Bay. We endorse this effort and urge the city to consider a version with an even higher threshold of affordable housing than Bloomington’s ordinance.

There also needs to be an accountability measure in any ordinance passed in Green Bay that ensures that landlords do not discriminate against those who are renting affordable housing units.

Second, according to the Green Bay 2020 housing study, there were 45 parcels owned by the city that are considered “vacant residential properties.” (p. 59). **The city should continue to prioritize the use of that land to build as much new affordable housing as possible, and acquire, including the possibility of creating additional temporary housing for people experiencing homelessness.** (It might be necessary to enact zoning reform, as we outlined in the above section).

We believe the city should explore the creation of a community land trust for part of these parcels, or for other parcels the city acquires. This idea, which allows more residents on the lower end of the income spectrum to purchase housing, effectively subsidizes housing because the city owns the land on which the house is built while the resident owns the house and benefits from any improvements they make when they sell it. In exchange, the owner agrees to sell the house at a restricted price so that it remains affordable.²⁰ The city, in partnership with Neighborworks and Habitat for Humanity, are exploring this possibility already. We strongly endorse this possibility.

We strongly believe the city should continue and expand efforts to proudly and directly subsidize homeownership for low-income buyers. The City works with developers to subsidize often needed gap funding for the construction of larger housing developments through Tax Increment District Affordable Housing Funds, ARPA and HOME funding. The City also encourages affordable single-family homeownership by partnering with non-profits such as NeighborWorks GB and Habitat for Humanity in land donations and providing HOME funding subsidies which in turn allows for the construction of new affordable housing. In late 2022, the City of Green Bay launched the Great Being Home Program, which provides \$10,000 in down payment assistance to a limited number of first-time home buyers. This program is an excellent addition to the existing programs being offered to open up more housing in the city on an affordable basis. There are limits, however: one being workers only qualify for the assistance if they work for the City of Green Bay, or for a Green Bay headquartered non-profit or business with less than 25 employees. For employees of larger companies, they are reliant on the company to offer half of the funding. Although there is additional down payment assistance funding available directly through NeighborWorks GB, the City should continue to seek out other funding sources to provide the greatest opportunity to lower income homebuyers who need additional support in the purchase of a house. Continuing to fund this program with a special emphasis on affordability is essential.

²⁰ “Community Land Trusts,” *Grounded Solutions Network*. <https://groundedsolutions.org/strengthening-neighborhoods/community-land-trusts>

Finally, the city should directly create and manage affordable rental units, using creative sources of funding, including private contributions from large employers. The Green Bay Housing Authority already administers public housing; we call for substantial new investments by the city in public housing—that the authority could manage—moving forward.

To put it simply, we often provide significant tax expenditures to developers and investors to build more housing; we should be able to spend more directly on housing for those who lack access. Given all that we’ve relayed in this report, we should treat the lack of safe, affordable housing as the emergency that it is.

We understand that city resources are limited, but we do recommend using additional resources, in the long term, to invest in creating high-quality, affordable housing for everyone in our city, whether that is through increased property tax revenue or tax increment financing.

Immediately, however, we believe city administration and city council should explore every potential funding stream and direct these sources toward ensuring the right of all of our residents to housing. We suggest immediately using any remaining ARPA fund dollars as a down payment on some of these programs. We also endorse a proposal offered by the Green Bay housing study from 2020, for an affordable housing trust fund that would represent “a general purpose funding vehicle that can serve various affordability initiatives anywhere in the City. This can be used for matching funds, land purchase, new construction, renovation, and down payment assistance. Funds could come from the TIF Affordable Housing One-Year Extension, general obligation bonds, sale of surplus land, general fund budgeting, and private contributions.” (83) We might add that “private contributions” could include large employers who are concerned with retaining workers in our city.

One potential source of funds to help jump start such a trust fund could be the Wisconsin Housing and Economic Development Authority. As the 2021 Greater Green Bay Blueprint points out, one area ripe for exploration is to examine how WHEDA “is currently administering Housing Trust Funds (HTF), and if there are any potential changes that could be made to bring more HTF resources to the Greater Green Bay Region.” (39)

Conclusion

To reiterate the basic premise of our report, access to high-quality affordable housing is a right all Americans should enjoy. If Green Bay is going to continue to be an excellent (and even better and more inclusive) place to live, we must ensure that every resident of our community enjoys this right. We understand the dramatic changes that will be necessary to get to this place, but Green Bay is a community poised to do it. We look forward to working with the Mayor’s Office and the Common Council to secure these rights.



Report to the
Equal Rights Commission
of the City of Green Bay

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # X.2

To refer to staff to finalize the Indigenous People's Day proclamation from the Mayor's office.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Indigenous Peoples Day 24

City of Green Bay
Office of the Mayor
Proclamation

WHEREAS, South Dakota first celebrated “Native Americans’ Day” on the second Monday in October in 1990, based on the unanimous action of their legislature and with the support of their Governor; and

WHEREAS, since 1990 over sixty cities and three states have joined in the celebrating of the second Monday in October as a day to recognize the history and ongoing contributions of indigenous people by declaring “Indigenous Peoples’ Day”; and

WHEREAS, we recognize that the City of Green Bay was built upon the traditional homelands of the Menominee and Ho-Chunk and that the Oneida Nation and its members have been residents of this area since 1838, which pre-dates the founding of our city; and

WHEREAS, the Menominee people, are indigenous to what is now known as the State of Wisconsin and City of Green Bay. Their place of origin was at the mouth of the Menominee River, which flows into Lake Michigan and into Green Bay. The five clans of the Menominee were created there and include the Awāēhsaeh (Bear), Kenēw (Eagle), Mahwāēw (Wolf), Mōs (Moose), and Otāēqciah (Crane), and they continue to live on their ancestral land that was granted by Māēc-Awāētok (Great Spirit). The Menominee Indian Tribe of Wisconsin is a federally recognized Indian Tribe as provided by the Menominee Restoration Act, Act Dec. 22, 1973, Pub. L. No. 93-197, 87 Stat. 770, which appears generally as 25 U.S.C. §§ 903 et seq.; and

WHEREAS, the Ho-Chunk Nation is a federally recognized tribe that traces its history and origin story to the Green Bay area. More specifically, Mogašuuč (Red Banks) area is said to be the first Hocaak village near what is now Green Bay, WI. Before 1634, the Hocaak people enjoyed abundant hunting, gathering, and gardening, from Mogašuuč (the Red Banks) near Green Bay, to Te’a Cira (Lake Winnebago), to the waters of the Nikusaxete (Mississippi), and south along the Wašerekenišanak (Fox River), Niikuse hoxunu (Wisconsin River), and Inišanak (Rock River). The Hocaak People lived and thrived, practicing their cultural ways. In 1634, the Hocaak people first made contact with the French explorer Jean Nicolet at Mogašuuč (Red Banks). At that time, they held millions of acres of ancestral land which were recognized in treaties between the United States and Ho-Chunk Nation; and

WHEREAS, today, the Ho-Chunk Nation government is headquartered in Black River Falls, Wisconsin, but the tribe and its People remain active throughout the State of Wisconsin by providing employment opportunities and community services to tribal and non-tribal members, even still in the Green Bay area; and

WHEREAS, before the American Revolutionary War, the Oneida Nation controlled millions of acres in what is now New York. Although the United States promised in the 1784 Treaty of Fort Stanwix to protect the Oneida in the possession of their territory, the Oneida later lost possession of almost all their territory in two illegal

transactions in 1785 and 1788 with New York State that were characterized by coercion and duplicity. Impoverished and largely abandoned by their federal trustee in New York, the Oneida sought refuge in the Wisconsin territory in the 1820s, ultimately resulting in the establishment of the Oneida Reservation in the 1838 Treaty with the Oneida, under which the United States set aside approximately 65,400 acres near Green Bay as a home for the Oneida. In the early 1900s, the Oneida lost ownership of thousands of those acres through various means, including tax foreclosures and questionable sales to land speculators; and

WHEREAS, in 1936 the Oneida Nation organized its government and adopted a Constitution under the Indian Reorganization Act of 1934, and with the advent of tribal gaming in the 1970s and 1980s, acquired resources to expand its governmental programs, build clinics and schools, provide for law enforcement, institute social programs, and operate many businesses, including gaming facilities, farming operations, convenience stores, a golf course, and hotels. The Oneida people are committed to move forward with a good mind, a good heart and a strong fire; and

WHEREAS, the Indigenous people of these lands have been on this continent and in this State for thousands of years organizing themselves into complex social organizations, vibrant cultures, and sophisticated economic relationships; and

WHEREAS, promoting a true and accurate account of the presence of indigenous people in this hemisphere since time immemorial is necessary to gaining a true understanding of history and to fostering respect for the culture, language, and traditional ways of our indigenous forebears; and

WHEREAS, having the citizens of the United States of America and the residents of Green Bay recognize and celebrate the heritage of indigenous peoples is necessary to respect their history and unite all peoples; and

WHEREAS, Indigenous Peoples' Day shall be dedicated to the remembrance of the indigenous peoples who have contributed greatly to the City of Green Bay and the United States of America; and

*Now therefore, I, Eric Genrich, Mayor of the City of Green Bay,
do hereby proclaim the 2nd Monday of October, as:*

“Indigenous Peoples’ Day”

in the City of Green Bay and I urge all citizens to support efforts to protect our trees and woodlands and to support our City's urban forestry program; and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well being of present and future generations.

*Eric Genrich
Mayor of Green Bay*

Dated at Green Bay, Wisconsin this 1st day of October 2024.

Detail Summary of Projects Issued

10/1/2024 to 10/31/2024

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
118368	1836 ST. AGNES DR..6-309-3 [1-101 - Residential - New - Single Family House]	STAY GREEN BAY LLC		\$1,674.92	\$800,000.00	Pending
118444	914 RICKY DR..21-8583 [1-101 - Residential - New - Single Family House]	GREATER GREEN BAY HABITAT FOR HUMANITY INC		\$789.64	\$220,000.00	Pending
117619	1173 SHADOW LN..1-2227 [2-434 - Residential - Addition - Single Family House] DECK WITH COVERED ROOF **Double fee for unpermitted work** **BEAM AND HEADER SPECS NOT PROVIDED. REQUESTED INFO PRIOR TO ROUH IN INSPECTION**	BRETT R GOETSCH		\$360.00	\$7,000.00	Pending
117644	201 SEMINOLE LN..6H-2361 [2-434 - Residential - Alteration - 1 -2 Family House] ADDING BEDROOM, REC ROOM, BATHROOM	DAVID CONNORS		\$255.00	\$8,290.00	Pending
117842	3470 GOLF DR..21-3629 [2-434 - Residential - Addition - Single Family House] 18'X12' ADDITION WITH FINISHED CRAWL SPACE	PHONG T LY, ETAL		\$230.00	\$55,000.00	Pending
117896	1337 UNIVERSITY AV..8-612 [2-434 - Residential - Alteration - 1 -2 Family House]	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC		\$130.00	\$18,000.00	Pending
117956	2871 LOBELIA DR..6H-4188-73 [2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR REMODELING **No Plan**	STEVEN F & ALLYSON E BAUE JOINT REVOCABLE TRUST		\$175.00	\$28,000.00	Closed
117985	704 S JACKSON ST..14-561 [2-434 - Residential - Alteration - 1 -2 Family House]	TYLER T & JENNIFER M LENZ		\$255.00	\$64,000.00	Pending
118008	3318 NAUTICAL AV..22-1470 [2-434 - Residential - Alteration - 1 -2 Family House] We are simply updating the existing bathrooms therefore we do not have a plan to submit for this one.	DAVID J & SUSAN H PARSONS		\$205.00	\$20,000.00	Pending
118037	1715 DECKNER AV..21-1210 [2-434 - Residential - Alteration - 1 -2 Family House]	COLLEEN E ADAMS		\$225.00	\$75,725.50	Pending
118039	1136 SHADOW LN..1-2295 [2-434 - Residential - Alteration - 1 -2 Family House]	JARED D & ANA L OLSEN		\$100.00	\$20,000.00	Pending
118057	145 HUDSON ST..3-1067-G [2-434 - Residential - Alteration - 1 -2 Family House] **Check for occupancy change from 2 fam to 1 fam. at inspection.**	ANTHONY E & REBECCA J STREBEL		\$105.00	\$20,000.00	Pending
118058	2501 LAREDO LN..6H-2053 [2-434 - Residential - Alteration - 1 -2 Family House]	BROYER HOME REPAIR SERVICE LLC		\$175.00	\$15,000.00	Closed
118112	1203 BAY MIST DR..21-8410 [2-434 - Residential - Alteration - 1 -2 Family House]	DONALD M & NANCY A BLOMBERG		\$255.00	\$10,000.00	Pending
118119	1847 ST. AGNES DR..6-2905 [2-434 - Residential - Alteration - 1 -2 Family House] FINISH BASEMENT	WENDT HOLDINGS LLC		\$205.00	\$10,500.00	Pending

118143	1010 12th AV..2-854 [2-434 - Residential - Alteration - 1 -2 Family House]	JEFF SUSKI	\$75.00	\$2,000.00	Pending
118154	1253 KENWOOD ST..1-2657 [2-434 - Residential - Alteration - 1 -2 Family House]	DRAEGER KENWOOD REAL ESTATE LLC	\$255.00	\$150,000.00	Pending
118158	2810 NEWBERRY AV..21-4836 [2-434 - Residential - Alteration - 1 -2 Family House] CASE# 137418	THOMAS J & JANE M AULIK	\$200.00	\$5,000.00	Closed
118167	1032 MT MARY DR..21-1111-D-100 [2-434 - Residential - Alteration - 1 -2 Family House] CASE #134662	BLUE BADGER HOLDINGS LLC	\$1,575.76	\$50,000.00	Pending
118180	703 ETHEL AV..18-889 [2-434 - Residential - Alteration - 1 -2 Family House]	TRACYS PROPERTIES LLC	\$50.00	\$5,975.00	Pending
118184	308 S JACKSON ST..14-474 [2-434 - Residential - Alteration - 1 -2 Family House] CASE# 136299	LIVINGS GOOD HOLDINGS LLC	\$75.00	\$30,000.00	Pending
118231	1556 CAREFUL DR..6-1027-31 [2-434 - Residential - Alteration - 1 -2 Family House] STRUCTURAL REPAIRS FROM TREE DAMAGE	JO ANN B LONG	\$210.00	\$20,000.00	Pending
118294	601 14th AV..2-641 [2-434 - Residential - Alteration - 1 -2 Family House] REPAIR AND REINFORCE STAIRWAY. CONSTRUCT FIRE SEPARATION WALL(S) IN BASEMENT	BAY RENTALS LLC	\$105.00	\$4,500.00	Closed
118370	841 TOMMARK ST..2-1408 [2-434 - Residential - Alteration - 1 -2 Family House]	MIKEL J FISHBEIN	\$100.00	\$7,868.00	Closed
117898	2339 LAKESIDE PL..21-879 [4-438 - Residential - Addition - Garage, Carport]	BEYER FAMILY IRREVOCABLE TRUST	\$100.00	\$18,000.00	Pending
118225	943 S MADISON ST..16-62-A [4-438 - Residential - Addition - Garage, Carport]	TAMMY S & JEFFREY R VANBEAVER	\$250.00	\$150,000.00	Pending
110078	100 N JEFFERSON ST..11-216 [7-1 - Deck, Porch, Patio, Ramp (Residential)] Testing project	GREEN BAY CITY OF CITY HALL	\$2,091.00	\$5.00	Pending
116260	527 BADER ST..21-822-12 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	JAMES KELLY	\$100.00	\$7,000.00	Pending
117730	734 ELMORE ST..5-1080 [7-1 - Deck, Porch, Patio, Ramp (Residential)] PLANS SUBMITTED 9-17-24	REYMONTE PROPERTIES LLC	\$100.00	\$2,000.00	Pending
117847	200 LAU ST..21-1804 [7-1 - Deck, Porch, Patio, Ramp (Residential)] CASE#137122	RYAN & JENNIFER GROSHEK	\$200.00	\$500.00	Closed
117883	525 DELWICHE RD..21-4605 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	VA & AVERILL XIONG	\$100.00	\$85,709.00	Closed
118006	600 13th AV..2-640 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	JULIE A WYCKOFF	\$100.00	\$16,000.00	Pending
118011	725 S JACKSON ST..14-592 [7-1 - Deck, Porch, Patio, Ramp (Residential)] COA APPROVED	MARCELO U GRAZZIOTIN	\$100.00	\$20,000.00	Pending
118092	220 HAZEL ST..3-521	TYLER J MITCHELL	\$75.00	\$500.00	Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPAIR CONCRETE STAIRS AND BRING UP TO CODE

118114 1028 GROSS AV..1-137 MICHELLE & KATIE KOLPACK \$100.00 \$1,300.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] FRONT PORCH

118133 1508 SHAWANO AV..6-237-A QUAN HOANG \$50.00 \$6,000.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE WALKWAY, DRIVEWAY, SHED, AND NEW PATIO
Variance denied for 12*20 parking turn-around in front yard.

118149 1426 CROOKS ST..17-859 DONNA M EVERETTS \$50.00 \$1.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] *** only replacing the steps not the porch

Step structure replaced w/o a pmt. No gripable handrail, riser height not uniform, guards missing on both sides of steps.

118155 516 HUBBARD ST..4-97 BRIAN H JOHNSON \$100.00 \$13,564.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)]

118160 829 SHAWANO AV..3-125 TYLER J MITCHELL \$200.00 \$1,000.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK FOR BACK ENTRANCE
Double fee for unpermitted work

118165 3375 SCOTTWOOD DR..22-1735-2 MICHAEL L & JESSICA L SEDENQUIST \$50.00 \$20,000.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)]

118178 2803 NICOLET DR..22-141 KATHLEEN A & PHILIP J HILGENBERG \$100.00 \$29,000.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] Remove existing deck boards & railing, replace w/Trex Decking & Aluminum
SCOPE: repair

118186 1959 LAKESIDE PL..21-957 MARY ZOLLAR \$50.00 \$15,300.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)]

118193 247 REIMER AV..21-1714-C-10 MARIA Y SANCHEZ CURIEL \$50.00 \$3,000.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)]

118196 1343 WILLOW CREEK PARKWAY..21-7439 JOSEPH E & DANIELLE L HOLMAN \$100.00 \$13,000.00 Closed

[7-1 - Deck, Porch, Patio, Ramp (Residential)] CASE#137442

118233 550 SILVER SPRING DR..6-2002 BETTY L DENEYS \$100.00 \$13,000.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)]

118267 1355 ALPINE DR..21-7652 MARISA A & TYLER J ALBERS \$100.00 \$6,000.00 Closed

[7-1 - Deck, Porch, Patio, Ramp (Residential)] CASE# 137453

118282 706 N TAYLOR ST..6-3010 BRIAN P & DIANE D NIGHORN \$100.00 \$22,522.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)]

118316 810 LAWE ST..16-288-A 810 LAWE LLC \$100.00 \$10,000.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] COA FOR PORCH IS APPROVED

118327 841 S OAKLAND AV..2-362 MORGAN PROPERTY HOLDINGS LLC \$50.00 \$750.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)]

118412 1511 14th AV..1-1397-G BARTELS \$50.00 \$150.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] SIDE ENTRY PORCH

118424 3111 S GOTHIC CIR..6H-4150 JAMES & LINDA S SKOWRONSKI \$100.00 \$49,000.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)]

118515 245 OAK GROVE AV..21-2371 KATHLEEN E & MARK S GILLE \$50.00 \$7,000.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)]

118516	1663 MASON WAY..21-2523-16-A	GREGORY KUDICK	\$50.00	\$6,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

115549	121 S QUINCY ST..14-335	JOEL & YANELY Y CORONA-JIMENEZ	\$50.00	\$1,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY
Needs a variance

116188	1020 APHRODITE RD..21-3990	ELISEO DE LA TORRE VILLARREAL	\$100.00	\$11,500.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

116296	1803 EAST SHORE DR..21-1109	JOYCE J FRUHMANN	\$100.00	\$17,180.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

117737	1444 SPENCE ST..1-1998	KAER INVESTMENTS LLC	\$100.00	\$15,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

117892	392 WAYFARER WAY..21-2827-H-19	CHRIS & CRYSTA MARTO	\$50.00	\$2,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

117912	3429 NICOLET DR..22-56	ROLAND KAESER	\$100.00	\$7,800.00	Pending
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[11-1 - Foundation Repair (Residential)]

117947	2892 MT CAROL DR..21-1111-D-18	TYLER G VINCENT, ETAL	\$100.00	\$5,500.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

117968	212 IRENE ST..21-2326	SCOTT A RUNKE	\$150.00	\$16,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

118002	1496 LANGLADE AV..6-1221	TRACY K LAWS	\$50.00	\$11,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

118007	1130 SHADOW LN..1-2296	J HILL INVESTMENTS LLC	\$100.00	\$11,500.00	Pending
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[11-1 - Foundation Repair (Residential)] 2 EGRESS WINDOWS
Double fee for unpermitted work

118026	2673 VAN BEEK RD..21-4561	MARY WITTAKE	\$50.00	\$1,000.00	Closed
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[11-1 - Garage/Carport/Shed (residential)]

118079	1448-1450 BOND ST..6-2156	RENTMEESTER RONALD P and SUZAN A REVOCABLE TRUST	\$50.00	\$6,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

118085	3493 NICOLET DR..22-47	KEITH E & ANDREA L BOUCHER REVOCABLE TRUST OF 2019	\$50.00	\$8,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

118090	1121 HARVEY ST..7-77	SALVADOR BECERRA	\$100.00	\$500.00	Pending
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[11-1 - Fence (Residential)]

118091	2551 DUNBAR LN..6H-2201	JOHN G & TERESA L SCHULD	\$50.00	\$11,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

118093	1345 HANNAH ST..3-1326	MAYRA ARANDAMONTES	\$50.00	\$3,500.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

118097	1129 N LOCUST ST..6-1119-1	MARK TRIPTOW	\$100.00	\$4,000.00	Closed
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[11-1 - Fence (Residential)] FENCE
Double fee for unpermitted work

118104	1507 13th AV..1-1397-F [11-1 - Fence (Residential)] PRIVACY FENCE/PLANTER	DEMETRIUS WILLIAMS	\$50.00	\$1,000.00	Pending
118113	330-336 STEVEN ST..6-2405 [11-1 - Driveway Replacement and/or Expansion (Residential)]	MARK C WEGNER	\$50.00	\$10,000.00	Pending
118124	1775 EDISON ST..21-1347-5 [11-1 - Driveway Replacement and/or Expansion (Residential)]	DAVID J RIEDY	\$50.00	\$15,000.00	Pending
118141	461 BRECCIA WY..21-8027 [11-1 - Fence (Residential)]	THERESE R & MARK A RUFLEDT	\$50.00	\$2,000.00	Pending
118150	604 MELROSE AV..5-206 [11-1 - Foundation Repair (Residential)]	CECIL & BARBARA A RENNELLS	\$50.00	\$22,000.00	Closed
118151	2744 HAZELWOOD LN..6H-1508-M-57 [11-1 - Fence (Residential)]	MICHAEL S & LUCIENNE M FELS	\$50.00	\$6,000.00	Pending
118153	1435 KURTZ AV..17-1086 [11-1 - Garage/Carport/Shed (residential)]	DONNA M & TERRANCE P LOEPFE	\$50.00	\$3,000.00	Pending
118159	713 THRUSH ST..18-1294 [11-1 - Fence (Residential)]	PAUL S ALEXANDER	\$50.00	\$10,340.00	Pending
118175	1501 SUE LN..1-2208 [11-1 - Driveway Replacement and/or Expansion (Residential)]	ANDREW KEMPPAINEN	\$50.00	\$20,000.00	Pending
118182	201 S MAPLE..3-337 [11-1 - Fence (Residential)]	JESSE G DEWEY ETAL	\$50.00	\$1,900.00	Pending
118187	988 HOWARD ST..3-286 [11-1 - Fence (Residential)]	MICAH & KIMBERLY BHATTI	\$50.00	\$8,787.00	Pending
118195	372 E LE CAPITAIN CIR..21-4450 [11-1 - Driveway Replacement and/or Expansion (Residential)] ***double fee for work that was started before permit	RICHARD L & JILL C HARKOFF	\$100.00	\$5,200.00	Pending
118197	1330 ELM ST..8-378 [11-1 - Fence (Residential)]	HECTOR & ANA GONZALEZ	\$50.00	\$5,000.00	Pending
118198	539 CHALLENGER DR..21-6976 [11-1 - Garage/Carport/Shed (residential)]	SARA M & DALE L ROUSE	\$100.00	\$3,500.00	Pending
118199	625 S JEFFERSON ST..15-95 [11-1 - Garage/Carport/Shed (residential)]	DEAN T CAVANAUGH	\$100.00	\$21,000.00	Pending
118200	1127 HICKORY HILL DR..1-1864 [11-1 - Fence (Residential)]	BREEANNA SCHMIDT	\$50.00	\$5,900.00	Pending
118206	1336 WEISE ST..21-1669 [11-1 - Fence (Residential)] REPLACE WOOD FENCE AND INSTALL APPROXIMATELY 95' OF 6' HIGH WHITE DOGWOOD VINYL FENCE WITH ONE 4' SINGLE GATE.	VICTORIA A ORTA	\$50.00	\$5,947.00	Closed
118216	1195 LIBERTY ST..1-2460 [11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY AND SIDEWALK. EXPAND DRIVEWAY TO THE EAST	SANDRA L POPP	\$50.00	\$5,400.00	Pending
118217	2762 WEST POINT RD..6H-1121-3	RODNEY DANIELS	\$175.00	\$20,000.00	Pending

[11-1 - Garage/Carport/Shed (residential)] REPAIR DETACHED GARAGE

118221	1009 12th AV..2-846-A	MARGARITA MORALES AYALA	\$50.00	\$10,000.00	Pending
[11-1 - Fence (Residential)]					
118223	1422 WESTERN AV..6-137	WILLIAM SCHUESSLER	\$50.00	\$6,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
118224	621 S MONROE AV..14-362	ASHLEY S & JESSE M DANIELS	\$50.00	\$46,075.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
118237	1205 OREGON ST..5-677-C	SAM DAVIS	\$50.00	\$12,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
118239	842 REDWOOD DR..2-1257	RANDALL MOOREN	\$50.00	\$2,000.00	Pending
[11-1 - Fence (Residential)]					
118263	213 CLEVELAND ST..3-1169-D	JASON DOPKINS	\$50.00	\$10,000.00	Pending
[11-1 - Fence (Residential)]					
118271	525 ROLLING GREEN DR..6H-2643	THOMAS C & MARY ANN P TIMMERS	\$50.00	\$6,000.00	Closed
[11-1 - Fence (Residential)] 6 FOOT VINYL PRIVACY FENCE					
118273	2410 HAMPTON AV..21-3235	MAYA HERNANDEZ GUTIERREZ	\$50.00	\$3,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] 8X10 CONCRETE SLAB OFF FRONT PORCH NEXT TO DRIVEWAY; ADD 42FT X 5FT OF CONCRETE IN FRONT OF HOUSE (CURRENTLY FILLED W/GRAVEL).					
118276	431 SARATOGA ST..6-1863-6	MARGARET C & THOMAS L MARTELL	\$50.00	\$11,800.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
118277	1409 12th AV..1-1828	MILLCENT & FRANCIS CROOKS	\$50.00	\$550.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
118283	2127 SOUTH POINT RD..6H-3486	MARK W & CHARLOTTE M WAGNER	\$50.00	\$9,700.00	Closed
[11-1 - Fence (Residential)]					
118284	1920-1922 PREBLE AV..21-2186-2	YEE THAO	\$50.00	\$2,000.00	Pending
[11-1 - Fence (Residential)]					
118293	1362 ROCKDALE ST..6-840	LISA A MUELLER	\$50.00	\$3,360.00	Closed
[11-1 - Fence (Residential)]					
118301	3010 BETH DR..21-6383	JILL E & MARK J FRIBERG	\$50.00	\$2,950.00	Closed
[11-1 - Fence (Residential)]					
118303	359 VAN CASTER DR..21-3725	STOEY KENNETH F & MARY C REVOCABLE TRUST	\$50.00	\$8,500.00	Pending
[11-1 - Fence (Residential)]					
118306	203 OAK GROVE AV..21-2379	DENISE L HEIMERL	\$50.00	\$1,500.00	Pending
[11-1 - Fence (Residential)]					
118310	2571 S TRILLIUM CIR..6H-2561	REBECCA S & DANIEL P THOMAS	\$50.00	\$4,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
118325	309 FINK ST..5-460-A	KEVIN SCRAY	\$50.00	\$2,400.00	Closed

[11-1 - Driveway Replacement and/or Expansion (Residential)]

118328	831 N CHESTNUT AV..5-38	AMBER L CASEBEER	\$50.00	\$11,065.00	Closed
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

118345	1518 SHANNON ST..6-1167	PAUL E & KAYE A PELLETIER	\$50.00	\$10,000.00	Closed
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[11-1 - Z - Misc Project Not Listed (Resiential)]

118354	2651 VICKI LN..21-4531	BORIS G & PRASKOVIA V BARBIN	\$100.00	\$13,500.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

118357	1425 ROSALIE LN..6-1012	TABITHA J BUGNI	\$50.00	\$1,000.00	Pending
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[11-1 - Fence (Residential)]

118377	1836 ST. AGNES DR..6-309-3	STAY GREEN BAY LLC	\$175.00	\$88,518.00	Pending
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[11-1 - Swimming Pool (Residential)] IN-GROUND POOL

118380	1295 HICKORY HILL DR..1-1717	MICHAELLE L LOPERA	\$100.00	\$25,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] RECONSTRUCT GARAGE

Expiditing due to condemned condition from vehicle vs. garage - ELEC. PERMIT MAY BE ADDED A LATER DATE

118385	240 N PLATTEN ST..5-662-B-1	KELLY M & MICHAEL THOMPSON	\$50.00	\$1,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

118388	1604 BEECH TREE DR..6H-1666	DAFFINSON PROPERTIES #3 LLC	\$75.00	\$24,943.00	Closed
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[11-1 - Z - Misc Project Not Listed (Resiential)] TRUSS/ROOF REPAIR

118390	705 MT MARY DR..21-1111-D-96	JANE M JUZA	\$50.00	\$10,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] Note: revised plan in the drop file along with the email from Travis - 10/30/24 - Erik

118415	512 LARSCHIED ST..21-2678-25	PATRICIA A FRANCO	\$50.00	\$6,572.00	Pending
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[11-1 - Fence (Residential)]

118423	533 ROLLING GREEN DR..6H-2642	DAVID OSTANEK	\$100.00	\$17,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] REMOVING OLD SHED, REPLACING WITH NEW SHED

118426	1343 REGAL AV..6-2975	BRUCE P & JONELLE H MCCLELLAN	\$50.00	\$10,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

118434	3099 S GOTHIC CIR..6H-4151	TIMOTHY J & LENORE E WEBB	\$50.00	\$9,000.00	Pending
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[11-1 - Fence (Residential)]

118435	1801 KALAHARI DR..6H-3198	NICHOLAS E & SHANNON L DUFEK	\$75.00	\$4,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

118439	1418 S RIDGE RD..6-291-C-1	BDB PROPERTIES LLC	\$50.00	\$3,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

118477	1232 WESTERN AV..3-819-B	DAVIS & MARISSA MANCI	\$50.00	\$100.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

118364	421 S VAN BUREN ST..14-779	WI RENTALS LLC	\$100.00	\$8,000.00	Pending
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[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] FIRE DAMAGE REPAIRS FOR CASE #136999

117179	501 EASTMAN AV..20-123	PROCTER & GAMBLE PAPER PRODUCTS CO	\$9,262.27	\$13,049,740.00	Pending
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[31-437 - Commercial - Addition - Non-Residence, Non-housekeeping] \$500 SW Fee - MCM
EC APPROVED 8/21/24

117320	1350 S MILITARY AV..6-209-E	CB 1350 LLC	\$170.00	\$70,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

118033	2765 SUSSEX RD..22-197-1	SAVANNAH H & JESSE E VANESS	\$615.98	\$200,000.00	Pending
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[31-328 - Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)]

118044	145 N HENRY ST..21-1203-2	MEYER FAMILY INVESTMENT CORP	\$827.60	\$1,300,000.00	Pending
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[31-328 - Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)]

118052	145 N HENRY ST..21-1203-2	MEYER FAMILY INVESTMENT CORP	\$766.00	\$1,300,000.00	Pending
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[31-328 - Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)]

118053	145 N HENRY ST..21-1203-2	MEYER FAMILY INVESTMENT CORP	\$678.00	\$1,300,000.00	Pending
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[31-328 - Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)]

118055	145 N HENRY ST..21-1203-2	MEYER FAMILY INVESTMENT CORP	\$854.00	\$1,300,000.00	Pending
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[31-328 - Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)]

118060	145 N HENRY ST..21-1203-2	MEYER FAMILY INVESTMENT CORP	\$664.80	\$1,300,000.00	Pending
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[31-328 - Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)]

118279	701 BAY BEACH RD..20-689-C	MCDONALD LUMBER CO INC	\$70.00	\$70,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

118314	1152 S MILITARY AV ..6-511	BESTER DEVELOPMENT CO LLP	\$4,029.93	\$300,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

118339	2405 W MASON FRONTAGE RD..6H-4459	DT HMC WEST MASON LLC	\$3,759.54	\$299,909.00	Pending
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[31-327 - Commercial - New - Stores, Customer Services (restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)]

118414	1919 S BROADWAY..1-1407		\$140.00	\$16,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

118463	825 CHALLENGER DR..21-143-4	ENZYMATIC THERAPY LLC	\$220.00	\$304,900.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

115863	1277 W MASON ST..2-56	GREENBACK TOWERS LLC	\$70.00	\$20,000.00	Pending
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[34-1 - Fence (Commercial)]

116385	101 BAY BEACH RD..20-689-C	MCDONALD LUMBER CO INC	\$2,334.56	\$495,000.00	Pending
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[34-1 - Change of Use (Commercial)]

116575	1145 S HURON RD..21-170	PROCTER & GAMBLE DISTRIBUTING LLC THE	\$1,173.64	\$1,300,000.00	Pending
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[34-1 - Parking Lot - New & Reconstruction (Commerical)]

117995	230 S MAPLE AV..3-392	JOSHUA S & LISA M HANSON	\$340.00	\$1,500.00	Pending
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[34-1 - Z - Misc Project Not Listed (Commercial)] (PD 10/22/2024 BY CK SUBMITTED TO ADMIN STAFF)

118014	118 S WASHINGTON ST Unit 401B..12-341	MICHAEL P & KATHRYN L TUBBS	\$70.00	\$7,792.00	Pending
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[34-1 - Window, Door - Replacement (Commercial)] PATIO DOOR REPLACEMENT UNIT 208B

118051	716 PINE ST..10-52	BELLUE PROPERTIES LLC	\$70.00	\$6,000.00	Closed
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[34-1 - Fence (Commercial)]

118075 1535 W MASON ST ..6-169 AAM GREEN BAY PLAZA LLC \$10,472.65 \$1,650,000.00 Pending

[34-1 - Change of Use (Commercial)]

118163 719 S BROADWAY..2-98 REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY \$240.00 \$44,966.00 Closed

[34-649 - Raze- Building or Structure (Commercial)] EC APPROVED 10/3/24

118181 1470 VELD AV..6-42 HURCKMAN MECHANICAL INDUSTRIES INC \$140.00 \$21,400.00 Pending

[34-649 - Raze- Building or Structure (Commercial)] Demolish and legally dispose of structure, basement, topsoil, cap sewer (DeKeyser), seeding by owner

118191 1860 UNIVERSITY AV..21-2234-1 SPICES OF THE GREENBAY LLC \$70.00 \$99,624.00 Pending

[34-1 - Window, Door - Replacement (Commercial)] REPLACING 4 EXTERIOR DOORS, PAINT INTERIOR AND EXTERIOR, INSTALL LVP FLOORING, REFINISH BARTOPS.

118203 1416 HURLBUT ST..6-3041 BROWN COUNTY \$70.00 \$2,500.00 Pending

[34-1 - Cell Tower - Alteration to Existing (Commercial)]

118207 118 S WASHINGTON ST Unit 307B..12-335 KATHLEEN M & CHARLES D HAWKINS \$70.00 \$7,792.00 Pending

[34-1 - Window, Door - Replacement (Commercial)]

118208 118 S WASHINGTON ST Unit 414B..12-348 JANE & DON GEHRMANN \$70.00 \$7,792.00 Pending

[34-1 - Window, Door - Replacement (Commercial)]

118209 118 S WASHINGTON ST Unit 416B..12-284-62 CRYSTAL D WATKINS \$70.00 \$7,792.00 Pending

[34-1 - Window, Door - Replacement (Commercial)]

118210 118 S WASHINGTON ST Unit 200B..12-318 KIMBERLY & ROBERT ESCHENBACH \$70.00 \$7,792.00 Pending

[34-1 - Window, Door - Replacement (Commercial)]

118211 118 S WASHINGTON ST Unit 208B..12-284-55 JOSHUA A AGEN \$70.00 \$7,792.00 Pending

[34-1 - Window, Door - Replacement (Commercial)]

118214 427 ST. JOHN ST..13-106 SAINT JOHNS CONGREGATION \$70.00 \$20,000.00 Pending

[34-1 - Roofing (Commercial)]

118235 1039 W MASON ST..2-1187 KWIK TRIP INC \$240.00 \$138,000.00 Pending

[34-649 - Raze- Building or Structure (Commercial)] SITE PLAN REVIEW UNDER P#116047

118238 320 S MILITARY AV..6-134-C E & P PROPERTIES \$70.00 \$1.00 Pending

[34-649 - Demolition - Interior (Commercial)]

118278 1300 S MILITARY AV..6-209-B RSD ENTERPRISES LLC \$70.00 \$62,000.00 Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] 22,068 SF

118319 1058 REED ST..5-1147 GREEN BAY CITY OF PARK DEPT \$70.00 \$10,000.00 Pending

[34-1 - Cell Tower - Alteration to Existing (Commercial)]

118360 1405 CEDAR ST..8-117 OSVALDO & MARIANA ORDAZ \$70.00 \$865.00 Closed

[34-1 - Window, Door - Replacement (Commercial)]

118361 1569 7th ST..6-513 GREEN BAY CITY OF WATER DEPT PUMPING STATION \$70.00 \$72,950.00 Pending

[34-1 - Roofing (Commercial)]

118362 1675 BOND ST..6-73-A GREEN BAY CITY OF \$70.00 \$72,950.00 Pending

[34-1 - Roofing (Commercial)]

118375	1331 PACKERLAND DR..6H-1127-3	GREEN BAY AREA PUBLIC SCHOOL DISTRICT SOUTHWEST	\$25.00	\$0.00	Pending
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[34-1 - Temporary Office/Trailer/Event (Commercial)]

118416	2475 W MASON ST..6H-1111-A	YSRP INVESTMENT CORPORATION	\$70.00	\$1.00	Pending
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[34-649 - Demolition - Interior (Commercial)]

118473	949 TONY CANADEO RUN..1-1841-J	WHITE STARR DEVELOPMENT LLC	\$25.00	\$0.00	Pending
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[34-1 - Temporary Office/Trailer/Event (Commercial)] Packers weekend RV setting through Week 18 (extend into playoffs if needed by applicant)

118474	1945 REGGIE WHITE WAY..1-1841-F	WHITE STARR DEVELOPMENT LLC	\$25.00	\$0.00	Pending
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[34-1 - Temporary Office/Trailer/Event (Commercial)]

118519	1046 GRAY CT..18-756-2	NSIGHTTEL WIRELESS LLC	\$70.00	\$45,000.00	Pending
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[34-1 - Cell Tower - Alteration to Existing (Commercial)]

117982	2803 NICOLET DR..22-141	PHILIP J & KATHLEEN A HILGENBERG	\$100.00	\$11,426.00	Closed
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118099	1741 DECKNER AV..21-1207	AURORA HEALTH CARE INC	\$50.00	\$15,000.00	Closed
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118130	1027 S VAN BUREN ST..16-305	JAMES G LYERLY	\$50.00	\$2,000.00	Pending
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118162	430 14th AV..3-688	SHANE S & KATY R CANELL	\$50.00	\$1,428.65	Pending
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118166	2257 PREBLE AV..21-2754	MARIA G ARRIAGAPATINO, ETAL	\$50.00	\$1,600.00	Pending
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[40-55 - Electrical Service - Repair (Residential)]

118170	114 N CHESTNUT AV..4-214	RDS INVESTMENTS LLC	\$70.00	\$800.00	Closed
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[40-54 - Electrical Service - Repair (Commercial)]

118173	724 N BUCHANAN ST..18-877	BRENNAN D & KELLIE A HILL	\$50.00	\$1,695.00	Closed
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[40-55 - Electrical Service - Repair (Residential)]

118174	906 SHEA AV..18-123	GARY H & CHRISTINE R KROUTH	\$50.00	\$1,000.00	Closed
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[40-55 - Electrical Service - Repair (Residential)]

118192	2481 MORGAN LN..21-3268	TINA BOETTCHER	\$50.00	\$1,800.00	Closed
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118227	1124 N BROADWAY..18-747	US OIL CO INC	\$380.00	\$87,000.00	Pending
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[40-61 - Solar Panels - Electric]

118228	707 DOUSMAN ST..4-124	D JONES PROPERTIES LLC	\$0.00	\$30,000.00	Pending
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[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]

118229	1712 E MASON ST..21-1343-3-1	KT REAL ESTATE HOLDINGS LLC	\$0.00	\$30,000.00	Closed
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[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]

118258	1415 S FISK ST..6-965	JOHN L & JEANAE S BEHNKE	\$50.00	\$1,800.00	Closed
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118259	1209 KENWOOD ST..1-2683	ROBERT J MOORE TRUST	\$50.00	\$1,500.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118298	124 WOODLAWN AV..3-45	DEUNAGELO GEORGE	\$50.00	\$2,330.00	Closed
[40-55 - Electrical Service - Repair (Residential)]					
118326	1242 RALEIGH ST..1-2449	GRACE & MARK VILLERS	\$50.00	\$1,389.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] TESLA WALL CONNECTOR UNIVERSAL					
118333	710 ROYAL BLVD..18-1334	BASTEN INVESTMENTS LLC	\$50.00	\$5,375.00	Pending
[40-53 - Electrical Service - Change (Residential)]					
118337	1096 REED ST..5-706	JANET F DRAHEIM	\$50.00	\$2,000.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118347	2280 E MASON ST..21-126-1	GREEN BAY EAST LLC	\$70.00	\$6,746.00	Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]					
118349	937 DIVISION ST..5-450	ARISBEL SANCHEZ GUTIERREZ	\$50.00	\$2,000.00	Pending
[40-55 - Electrical Service - Repair (Residential)]					
118353	127 VILLAGE ST..21-2833	RUSSELL & AMANDA SMITH	\$50.00	\$2,000.00	Pending
[40-55 - Electrical Service - Repair (Residential)]					
118365	3415 E MASON ST , OFFICE..21-167	GERALD C & GLORIA P BIGELOW	\$70.00	\$2,000.00	Closed
[40-59 - New Electrical System (Commercial)]					
118366	1934 W TELEMAR CIR..6H-4081	TRACIE A & RICHARD M HOCHSPRUNG	\$100.00	\$900.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] CASE #137427					
118367	1820 MILLS ST..21-1223	EAST SIDE MUNICIPAL GARAGE	\$0.00	\$16,000.00	Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]					
118383	1787 FIESTA LN..21-1110-M-102	SUSAN M PITON	\$50.00	\$3,000.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118389	308 S JACKSON ST..14-474	LIVINGS GOOD HOLDINGS LLC	\$50.00	\$3,300.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118397	721 WINFORD AV..18-376	KEVEN & KELLY WAGNER	\$50.00	\$1,000.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118398	1642 EASTMAN AV..19-442	OLGA E VEJAR LOPEZ	\$50.00	\$1,800.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118405	1824 10th AV..1-1232	ANDREW MEVIS	\$50.00	\$800.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118437	1701 9th ST..6-1466	RICKY J MARESH	\$50.00	\$1,250.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118438	1716 12th AV..1-1610	THOMAS W & CAROL J MILLER	\$50.00	\$2,700.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					

118441	809 15th AV..2-31 [40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]	TRACY L BONFIGT	\$50.00	\$1,200.00	Closed
118452	1294 THORNDALE ST..1-1423-A-10 [40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]	JT WISCONSIN HOLDINGS LLC	\$50.00	\$1,500.00	Pending
118483	256 ALPINE DR..21-3327 [40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]	RANDALL E & REBECCA L PARKER	\$50.00	\$885.00	Closed
118484	421 POLARIS CT..21-3818 [40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]	MICHAEL R & SHERRY G BAILEY	\$50.00	\$1,800.00	Closed
118499	836 NEUFELD ST..6-157-F [40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]	WAYNE C & PAMELA J FAGER	\$50.00	\$2,700.00	Pending
118500	1492 SHAWANO AV..6-237-C [40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]	BASTEN INVESTMENTS LLC	\$50.00	\$2,895.00	Pending
118501	417 PINE ST..11-138-A [40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]	PINE STREET CAT COMPANY LLC	\$210.00	\$60,000.00	Pending
118526	1008 COUNTRY CLUB RD..6H-1147-A [40-53 - Electrical Service - Change (Residential)] REMOVING OVERHEAD SERVICE AND INSTALLING NEW UNDERGROUND SERVICE	JAMES J & KATHY L JOHNSON IRREVOCABLE TRUST	\$50.00	\$4,000.00	Pending
118527	914 COUNTRY CLUB RD..6H-1147 [40-53 - Electrical Service - Change (Residential)] REMOVING OVERHEAD SERVICE AND INSTALLING NEW UNDERGROUND SERVICE	DANIEL J & DANIELLE P MORRIS	\$50.00	\$3,000.00	Pending
117425	2437 IRONWOOD DR..6H-1504-7 [50-41 - AC Unit Only (Residential)]	PERRY J & LINDA L PAUL	\$50.00	\$4,700.00	Closed
117426	1300 ALPINE DR..21-7857 [50-41 - AC Unit Only (Residential)]	GEOFFERY S & ANNE L NESTOR	\$70.00	\$4,850.00	Pending
117427	566 MASTERS LN..21-4140 [50-41 - AC Unit Only (Residential)]	ERICK W SMITH	\$50.00	\$7,650.00	Pending
117577	110 N ONEIDA ST..3-1142-C [50-43 - Heating and Air Conditioning Units (Residential)]	PEGGY S & DAINEL D ELLINGSON	\$50.00	\$8,450.00	Pending
118025	711 HINKLE ST..6H-1626 [50-44 - Heating Unit Only (Commercial)]	F & O PARTNERSHIP LLP	\$70.00	\$3,000.00	Closed
118084	1677 SHAWANO AV..6-346 [50-43 - Heating and Air Conditioning Units (Residential)]	OPEN DOOR HOUSING LLC	\$50.00	\$3,500.00	Closed
118115	1601 FRANK ST..1-2717 [50-41 - AC Unit Only (Residential)]	MARK J & JODI A NOACK	\$80.00	\$18,000.00	Pending
118127	607 PINE ST..11-149 [50-40 - AC Unit Only (Commercial)]	MAIN ORIENTAL MARKET LLC	\$70.00	\$8,000.00	Closed
118128	212 REIMER AV..21-2475-37 [50-41 - AC Unit Only (Residential)]	FREDERICK R DANIELS	\$50.00	\$3,000.00	Pending
118129	231 OXFORD AV..5-503	GARY S WEBER	\$50.00	\$4,000.00	Closed

[50-45 - Heating Unit Only (Residential)]

118161	1139 HIGHVIEW LN..6-658	SUZANNE J DISHAW	\$50.00	\$4,600.00	Closed
[50-45 - Heating Unit Only (Residential)]					
118194	2140 HUTSON RD..6H-1625-B	FWS LLC	\$140.00	\$25,000.00	Closed
[50-42 - Heating and Air Conditioning Units (Commercial)]					
118201	138 WINDWARD CT..21-6152	STANDA PAUL M & LYNN M CARLI REVOCABLE TRUST	\$50.00	\$11,725.00	Pending
[50-45 - Heating Unit Only (Residential)]					
118220	1676 MAIN ST..21-2322	TSHUAI PROPERTIES LLC	\$140.00	\$13,500.00	Pending
[50-42 - Heating and Air Conditioning Units (Commercial)]					
118222	2911 TRADEWINDS TR..6H-2891	RONALD J & TAMI L BYERS	\$50.00	\$6,281.00	Closed
[50-45 - Heating Unit Only (Residential)]					
118254	137 HUDSON ST..3-1010	ARCH HOSPITALITY LLC	\$50.00	\$9,567.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					
118255	150 COLT CT..21-3660	CARY J & CHRISTINE I ODWANNY	\$50.00	\$6,000.00	Pending
[50-45 - Heating Unit Only (Residential)]					
118256	539 ZELAS DR..21-3144	NANCY & THOMAS L VERTZ	\$50.00	\$12,500.00	Closed
[50-45 - Heating Unit Only (Residential)]					
118260	725 S RIDGE RD..2-58-A-4	LINDA L BARKE	\$50.00	\$9,866.00	Closed
[50-45 - Heating Unit Only (Residential)]					
118268	2993 FLEETWOOD DR..6H-3643	CRAIG & KELLI KINGHERMAN	\$50.00	\$12,325.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
118270	468 MCAULIFFE HEIGHTS TR..21-7254	ROY ECKBERG	\$50.00	\$8,200.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					
118291	340 WESTPLAIN DR..6-2495	DONEY KATHLEEN M REVOCABLE TRUST	\$50.00	\$4,561.00	Closed
[50-45 - Heating Unit Only (Residential)]					
118297	830 S IRWIN AV..17-354-A	TIMOTHY R & JANICE M MANDICH	\$50.00	\$7,560.00	Closed
[50-45 - Heating Unit Only (Residential)]					
118299	422 SILVER SPRING DR..6-2858	LUKE J HANNON	\$50.00	\$6,200.00	Pending
[50-45 - Heating Unit Only (Residential)]					
118300	1505 W MASON ST..6-169	AAM GREEN BAY PLAZA LLC	\$140.00	\$10,630.00	Closed
[50-42 - Heating and Air Conditioning Units (Commercial)]					
118304	166 BURGUNDY CT..21-6671-23	RONALD E & MAUREEN A ROUP	\$50.00	\$16,020.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
118305	406 ONTARIO RD..21-68-5	ERNESTO & MARIA PEREZ PACHECO	\$50.00	\$3,865.00	Closed
[50-45 - Heating Unit Only (Residential)]					
118311	2740 W MASON ST..6H-1752	NORTHEAST WISCONSIN TECHNICAL COLLEGE	\$70.00	\$169,000.00	Closed

[50-44 - Heating Unit Only (Commercial)]

118329	2136 9th ST..6H-1573	SAMANTHA E & ALEXANDER M SWIECICHOWSKI	\$50.00	\$9,844.00	Closed
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[50-45 - Heating Unit Only (Residential)]

118330	1109 S ROOSEVELT ST..17-244	DENNIS G MILLER, ETAL	\$50.00	\$15,591.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

118331	1230 SANDSTONE PL..6H-3038	BRENNAN D SEELIGER	\$50.00	\$6,017.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118338	204 N ONEIDA ST..5-690	CAROLYN KIEWIZ	\$50.00	\$4,532.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118342	1104 ROCKDALE ST..1-1394-E	GLOUDEMANS IRREVOCABLE REAL ESTATE TRUST	\$50.00	\$5,000.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118343	1106 ROCKDALE ST..1-1394-E	GLOUDEMANS IRREVOCABLE REAL ESTATE TRUST	\$50.00	\$5,000.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118348	330 N TAYLOR ST..6-1988	JOHN & STACIE FIALA	\$50.00	\$8,700.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

118350	2056 HILLVIEW DR..21-1179-1	MADELYN & AUSTIN DOOLING	\$50.00	\$5,000.00	Closed
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[50-45 - Heating Unit Only (Residential)]

118351	2411 VAN BEEK RD..21-128-6	JAMES G & MARLENE L PATACIL	\$50.00	\$11,000.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

118352	2352 BAY BEACH CT..21-4758	MARY K & TIMOTHY E HOOPER	\$50.00	\$6,660.00	Closed
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[50-45 - Heating Unit Only (Residential)]

118358	1501 N IRWIN AV..20-393-5	BROWN COUNTY	\$350.00	\$101,000.00	Pending
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[50-4 - Repair/Alter Existing HVAC System (Commercial)]

118359	140 COLT CT..21-3655	ARTHUR G & ELISE M P CONRAD	\$50.00	\$4,550.00	Pending
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[50-41 - AC Unit Only (Residential)]

118363	1707 S ONEIDA ST..1-2230	WEST SIDE MORAVIAN CHURCH	\$70.00	\$84,900.00	Pending
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[50-44 - Heating Unit Only (Commercial)]

118371	935 WAVERLY PL..1-1361	ANNA M LARSEN REVOCABLE TRUST	\$50.00	\$11,900.00	Closed
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[50-45 - Heating Unit Only (Residential)]

118372	2444 SUNRISE CT..21-2908	NANCY A HANGARTNER	\$50.00	\$8,940.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118373	2989 SORENSON DR..6H-3770	ALEJANDRO & ELVIRA M GOMEZ	\$50.00	\$7,300.00	Closed
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[50-45 - Heating Unit Only (Residential)]

118374	836 7th ST..1-474	CYNTHIA M BAUER	\$50.00	\$5,100.00	Closed
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[50-45 - Heating Unit Only (Residential)]

118381	1144 RADISSON ST..20-434	ODD FELLOWS INDEPENDENT ORDER OF GB LODGE 19	\$140.00	\$29,641.00	Pending
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[50-42 - Heating and Air Conditioning Units (Commercial)]

118386	1308 BOND ST..5-1654	NANCY R & JAMES S & NANCY B & GREGORY C SIEFERT	\$50.00	\$2,677.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118399	2229 LAKESIDE PL..21-914	MILLER SCRAP IRON & STEEL CO INC	\$50.00	\$4,700.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118400	1122 NEVILLE AV..18-242	WALTER H STILES, ETAL	\$50.00	\$8,900.00	Closed
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[50-45 - Heating Unit Only (Residential)]

118401	1736 HAROLD ST..19-488	RODOLFO & MARIA RAMOS- PEREZ	\$50.00	\$4,650.00	Closed
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[50-41 - AC Unit Only (Residential)]

118402	2900-2902 HUMBOLDT RD..21-339-3	ANN M DESTARKEY	\$50.00	\$4,300.00	Closed
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[50-41 - AC Unit Only (Residential)]

118403	111 ROSE LN..21-2678-R-3	BONNIE J DAVIS REVOCABLE TRUST	\$50.00	\$5,800.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118404	2534 FINGER RD..21-120-13	MARY JO BRENNAN REVOCABLE TRUST	\$50.00	\$9,700.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

118406	1318 12th AV..1-326	ANGELA M & DAVID R ENGELS	\$50.00	\$5,890.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118407	1443 SHANNON ST..6-1174	EDWARD C & DIANE M ERICKSON	\$50.00	\$5,690.00	Closed
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[50-45 - Heating Unit Only (Residential)]

118417	1347 REED ST..3-1067-J	DANIEL B & MARY S LINDNER	\$50.00	\$4,500.00	Closed
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[50-45 - Heating Unit Only (Residential)]

118432	835 ROY AV..18-1402	EDWARD L & KATHY L BRUNHOEFER	\$50.00	\$4,350.00	Closed
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[50-41 - AC Unit Only (Residential)]

118447	2568 S TRILLIUM CIR..6H-2534	BRADLEY M & JAMIE S DUBORD	\$50.00	\$9,068.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118448	1010 SPENCE ST..2-1225	JOHN J WOUTERS	\$50.00	\$5,055.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118453	534 3rd ST..2-159	KMILL INVESTMENTS LLC	\$50.00	\$6,675.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118454	1943 SOUTH POINT RD..6H-2249	CATHY J RIECHERS	\$50.00	\$1.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118455	802 ROY AV..18-1388	PATRICIA A MILLER	\$50.00	\$8,181.00	Closed
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[50-45 - Heating Unit Only (Residential)]

118456	1102 WILSON AV..18-217	LINDA M ROST	\$50.00	\$15,220.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

118460	249 SWISS HILL DR..21-82-10	JACQUELINE M KUCERA	\$50.00	\$10,600.00	Pending
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[50-41 - AC Unit Only (Residential)]

118461	1204 ELMORE ST..5-1313-1	JEFFREY S & FAYE M NEDOBCEK	\$50.00	\$5,046.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118478	1341 DIVISION ST..5-660-B	JULEY MARY JO REVOCABLE TRUST	\$50.00	\$12,700.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

118498	510 N ASHLAND AV..5-1034	JEFFREY P MINIX	\$50.00	\$3,880.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118502	1403 SHIRLEY ST..6-334-A	ANGUS DAREL C TRUST	\$50.00	\$4,200.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118522	3050 WALKER DR..21-162-3	PORT CITY BAKERY INC	\$140.00	\$13,050.00	Pending
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[50-42 - Heating and Air Conditioning Units (Commercial)]

118529	1213 EMILIE ST..17-295	DELONNA KAUFMAN	\$50.00	\$3,800.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118531	2645 ENGLEWOOD RD..21-6196	EDUARDO A ASTORGA	\$50.00	\$6,800.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118142	1434 N IRWIN AV..21-1637	HUMBERTO M TALAMANTES	\$155.00	\$5,000.00	Pending
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[60-24 - Repair/Alter Existing Plumbing System (Commercial)] Installation of a grease trap, prep sink and hand sink.

118164	3359 HAVEN PL..6H-831	ROGER H & DONNA M TRUCKEY REVOCABLE LIVING TRUST	\$50.00	\$10,000.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118168	520 N BROADWAY..5-1757	DDL HOLDINGS LLC	\$30.00	\$10,000.00	Pending
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[60-30 - Sanitary Sewers - Connection/Repair (Commercial)] **MAYBE PART OF A BIGGER PROJECT 115815**

PER EVAN, ISSUE PERMIT SO THEY CAN START 10/9

118171	1153 13th AV..1-706	JEFFREY P BARBER, ETAL	\$80.00	\$14,500.00	Closed
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[60-31 - Sanitary Sewers - Connection/Repair (Residential)]

118185	897 9th ST..1-1553-A	CORNERSTONE PROPERTY HOLDINGS LLC	\$50.00	\$5,524.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118188	1279 ST. CLAIR ST..14-58	MIRHASHEMI INC	\$30.00	\$12,000.00	Pending
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[60-31 - Sanitary Sewers - Connection/Repair (Residential)]

118205	1177 UNIVERSITY AV..7-724	ROBERT JOHN OSSWALD TRUST	\$30.00	\$3,000.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

118230	719 HOWARD ST..3-360	CAROL A CAMPBELL	\$30.00	\$5,000.00	Pending
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[60-33 - Storm Sewers - Connection/Repair (Residential)] RUN SUMP PUMP LINE OUT FROM HOME TO CONNECT TO STORM MAIN.

118240	1419 OAK RIDGE DR..6-993	MARKUS L MENDOLLA	\$50.00	\$4,255.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118241	811 KELLOGG ST..5-1468	CASEY E FELDT	\$30.00	\$3,850.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

118242	905 S MONROE AV..16-122	DAVID M & KATIE ZEY	\$30.00	\$5,150.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

118243	815 CHRISTIANA ST..3-143	WILVER B & JUANITA H VELIZ	\$30.00	\$3,750.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

118244	412 FOREST ST..8-53	ALLIANCE REAL ESTATE MANAGEMENT LLC	\$30.00	\$4,000.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

118246	1201 S MONROE AV..16-93	SOHEIL & JUDYTH A ADAMS SEHATI	\$30.00	\$4,850.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

118247	1145 UNIVERSITY AV..7-674	JASON VELIZ	\$30.00	\$4,000.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

118248	317 14th AV..3-758	JEAN E & DANIEL R DEJARDIN	\$30.00	\$3,850.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

118253	2685 HILLY HAVEN RD..21-4475	AARON L A KANZENBACH	\$50.00	\$4,300.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118257	428 DOTY ST..13-129	FROELICH LAW OFFICES LLC	\$30.00	\$4,100.00	Closed
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[60-28 - Water Service - Connection/Repair (Commercial)]

118261	1509 WALLS ST..1-2690	JEFFERY GAGE	\$50.00	\$787.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118262	946 DOUSMAN ST..5-401	ALEJANDRO REYES	\$30.00	\$4,000.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

118265	1735 CHATEAU DR..6-1527	HOPPA G & N TRUST	\$50.00	\$800.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118266	1254 SAN JOSE PL..3-1277	JOHN H CARLSON, ETAL	\$50.00	\$800.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118272	979 DIVISION ST..5-724	SUSAN M STRAUBEL	\$50.00	\$11,981.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118275	215 ELIZABETH ST..19-324-1	MIRHASHEMI INC	\$70.00	\$1,000.00	Closed
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[60-24 - Repair/Alter Existing Plumbing System (Commercial)]

118302	1695 DEBRA LN..21-1111-P-28	APRIL J DORN	\$30.00	\$4,000.00	Pending
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[60-29 - Water Service - Connection/Repair (Residential)]

118334	951 COPPENS RD..18-829-1	DENNIS J & JUDY A TILLY	\$30.00	\$2,000.00	Pending
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[60-33 - Storm Sewers - Connection/Repair (Residential)] EMERGENCY DIG DOWN TO REPAIR A BROKEN STORM LATERAL

118335	1011 S VAN BUREN ST..16-308	JOSEE GILL	\$80.00	\$10,000.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)] DIGGING IN R.O.W. & BREAKING FLOOR, PULLING NEW SEWER THROUGH OLD ONE

118336	3136 HUMBOLDT RD..21-371-6	SPRY RONALD G TRUST	\$30.00	\$6,000.00	Closed
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[60-27 - Water Heater (Residential)]

118356	1626 WESTFIELD AV..6-1253	KATHLEEN A & RICHARD L KINNEY	\$50.00	\$8,628.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118376	523 LARSCHIED ST..21-2678-14	HARVEY J & LORNA C KAYE	\$50.00	\$4,000.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118384	1610 E MASON ST..21-1929-1	KATHERINE E BARNES	\$50.00	\$500.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)] RUNNING SUMP PUMP DISCHARGE LINE FOR EVERDRY WATERPROOFING

118387	239 QUINTON ST..21-1434	WEINSTEIN RENTALS LLC	\$50.00	\$3,000.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118392	817 N HENRY ST..19-408-A	EDDIE C JONES	\$30.00	\$2,500.00	Pending
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[60-27 - Water Heater (Residential)]

118393	2603 DECKNER AV..21-317-9	ELLEN M SEGERSIN	\$30.00	\$5,000.00	Closed
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[60-31 - Sanitary Sewers - Connection/Repair (Residential)]

118394	326 13th AV..3-857	JEFFREY G KULHANEK	\$30.00	\$2,500.00	Closed
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[60-27 - Water Heater (Residential)]

118395	1317 MATHER ST..5-1323-A-A	THOMAS M VANG, ETAL	\$30.00	\$2,500.00	Closed
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[60-27 - Water Heater (Residential)]

118413	1126 ELIZA ST..17-138	KRISTIN AOKI	\$30.00	\$4,500.00	Pending
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[60-29 - Water Service - Connection/Repair (Residential)]

118418	816 N MAPLE AV..5-33	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$50.00	\$1,000.00	Pending
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[60-30 - Sanitary Sewers - Connection/Repair (Commercial)]

118419	839 CHRISTIANA ST..3-149-A	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$50.00	\$1,000.00	Closed
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[60-30 - Sanitary Sewers - Connection/Repair (Commercial)]

118420	886 DIVISION ST..5-1402	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$50.00	\$0.00	Pending
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[60-30 - Sanitary Sewers - Connection/Repair (Commercial)]

118421	967 HOLZER ST..18-795-A	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$50.00	\$1,000.00	Pending
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[60-30 - Sanitary Sewers - Connection/Repair (Commercial)]

118422	1428 DOUSMAN ST..6-86-A	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$50.00	\$1,000.00	Pending
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[60-30 - Sanitary Sewers - Connection/Repair (Commercial)]

118425	815 S MONROE AV..16-140	BRYANT M & BRENDA COUGHLIN	\$30.00	\$4,850.00	Pending
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[60-29 - Water Service - Connection/Repair (Residential)]

118429	1512 BEAUCHAMP ST..1-2523	CROPSEY ROBERT A & SUSAN M REVOCABLE TRUST	\$50.00	\$15,287.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118430	2921-2923 FINGER RD..21-3179-4	VIRGINIA M KACMARYNSKI	\$50.00	\$17,468.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118436	128 S BAIRD ST..14-1392	DANNY & BETH PANELLA	\$30.00	\$10,000.00	Closed
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[60-31 - Sanitary Sewers - Connection/Repair (Residential)]

118459	2708 TERESA DR..21-7199	JENNIFER L & BRIAN T REIDINGER	\$50.00	\$4,000.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118467	1430 E MASON ST..17-793	ELIZABETH GRACE STEIN	\$50.00	\$13,293.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
118476	740 BELLEVUE ST..21-2053	BARBARA & JEFFREY VANDERZANDEN	\$100.00	\$2,750.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
118491	1624 E MASON ST..21-1278-5	KENNETH A URBAN	\$30.00	\$6,000.00	Pending
[60-28 - Water Service - Connection/Repair (Commercial)]					
118503	1308 BOND ST..5-1654	NANCY R & JAMES S & NANCY B & GREGORY C SIEFERT	\$30.00	\$2,500.00	Pending
[60-27 - Water Heater (Residential)]					
118504	1743 BOND ST..6-2480	JESSE J WEISE	\$30.00	\$2,500.00	Pending
[60-27 - Water Heater (Residential)]					
118234	1301 BROSIG ST, UNIT 1..21-7881	GOODWILL INDUSTRIES OF NORTH CENTRAL WI INC	\$40.00	\$100.00	Pending
[70-1 - Signs - Temporary] 2-temporary flags October 2, 2024-November 2, 2024					
118236	1660 W MASON ST..6-150	GOODWILL INDUSTRIES OF NORTH CENTRAL WI INC	\$40.00	\$100.00	Pending
[70-1 - Signs - Temporary] 2, temporary flag signs October 2, 2024 - November 2, 2024					
118264	1263 MAIN ST..8-309	WEST AVE LLC	\$120.80	\$5,540.00	Pending
[70-1 - Signs - Permanent] 17.6 x 3.5 foot wall sign					
118346	2448 UNIVERSITY AV..21-1251-A	UNIVERSITY AVENUE CENTER LLC	\$173.20	\$5,000.00	Expired
[70-1 - Signs - Permanent] 43.19 SF each on two walls					
118494	1505 W MASON ST..6-169	AAM GREEN BAY PLAZA LLC	\$247.13	\$0.00	Pending
[70-1 - Signs - Permanent] Starbucks at Military and Mason Drive Through. (Techincally apart of newly created 6-462, but no parcel data for this site as of 102524 Wall signs: (2) 5 x 5 wall signs (1) Wall sign with channel letters 14.5 x 1.5 (1) Replacement sign for GB Plaza 3.0 x 7.5					
118495	3112 FINGER..21-173-9	GB DEVELOPMENT LLC	\$197.50	\$1.00	Pending
[70-1 - Signs - Permanent] Wall sign for each frontage 5 x 5					
Totals: 335 projects			\$65,718.92	\$29,265,496.15	

Summary of Projects Issued

10/1/2024 to 10/31/2024

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	2	2	4	2	2	2	2	2	\$2,464.56	\$1,020,000.00
2 Residential - Addition - Single Family House	2	2	2	2	2	1	0	0	\$590.00	\$62,000.00
2 Residential - Alteration - 1 -2 Family House	20	4	16	20	10	7	11	0	\$4,730.76	\$564,858.50
4 Residential - Addition - Garage, Carport	2	2	2	2	1	1	1	0	\$350.00	\$168,000.00
7 Deck, Porch, Patio, Ramp (Residential)	27	14	16	27	1	1	1	1	\$4,416.00	\$348,301.00
11 Driveway Replacement and/or Expansion (Residential)	26	0	0	26	0	0	0	0	\$1,450.00	\$245,670.00
11 Fence (Residential)	24	0	0	24	0	0	0	0	\$1,300.00	\$123,956.00
11 Foundation Repair (Residential)	3	1	1	3	0	0	0	0	\$250.00	\$41,300.00
11 Garage/Carport/Shed (residential)	14	6	8	14	3	1	0	0	\$1,300.00	\$146,600.00
11 Swimming Pool (Residential)	1	1	0	1	1	1	0	0	\$175.00	\$88,518.00
11 Z - Misc Project Not Listed (Residential)	2	0	1	2	0	0	0	0	\$125.00	\$34,943.00
30 Commercial - Alteration - Multi-Family of 3 or more units	1	0	0	1	0	0	0	0	\$100.00	\$8,000.00
31 Commercial - Addition - Non-Residence, Non-housekeeping	1	1	4	1	1	1	1	1	\$9,262.27	\$13,049,740.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	5	0	3	5	3	2	1	0	\$4,629.93	\$760,900.00
31 Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)	6	1	6	6	6	1	1	0	\$4,406.38	\$6,700,000.00
31 Commercial - New - Stores, Customer Services (restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)	1	0	1	1	1	1	1	0	\$3,759.54	\$299,909.00
34 Cell Tower - Alteration to Existing (Commercial)	3	0	0	3	0	0	0	0	\$210.00	\$57,500.00
34 Change of Use (Commercial)	2	1	5	2	2	2	2	0	\$12,807.21	\$2,145,000.00
34 Demolition - Interior (Commercial)	2	0	0	2	0	0	0	0	\$140.00	\$2.00
34 Fence (Commercial)	2	0	0	2	0	0	0	0	\$140.00	\$26,000.00
34 Parking Lot - New & Reconstruction (Commerical)	2	1	0	2	0	0	0	1	\$1,243.64	\$1,362,000.00
34 Raze- Building or Structure (Commercial)	3	0	0	3	0	0	3	2	\$620.00	\$204,366.00
34 Roofing (Commercial)	3	0	0	3	0	0	0	0	\$210.00	\$165,900.00
34 Temporary Office/Trailer/Event (Commercial)	3	0	0	3	0	0	0	0	\$75.00	\$0.00
34 Window, Door - Replacement (Commercial)	8	0	0	8	0	0	0	0	\$560.00	\$147,241.00
34 Z - Misc Project Not Listed (Commercial)	1	0	1	1	0	0	0	0	\$340.00	\$1,500.00
40 Electrical Service - Repair (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$800.00
40 Electrical Service - Change (Residential)	3	0	0	0	3	0	0	0	\$150.00	\$12,375.00
40 Electrical Service - Repair (Residential)	6	0	0	0	6	0	0	0	\$300.00	\$10,625.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	5	0	0	0	5	0	0	0	\$280.00	\$142,746.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	23	0	0	0	23	1	1	0	\$1,250.00	\$64,073.65
40 New Electrical System (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$2,000.00
40 Solar Panels - Electric	1	0	1	1	1	0	0	0	\$380.00	\$87,000.00
50 AC Unit Only (Commercial)	1	0	0	0	0	1	0	0	\$70.00	\$8,000.00

50 AC Unit Only (Residential)	10	0	0	0	0	10	1	0	\$550.00	\$66,650.00
50 Heating and Air Conditioning Units (Commercial)	5	0	0	0	0	5	0	0	\$700.00	\$91,821.00
50 Heating and Air Conditioning Units (Residential)	12	0	0	0	0	12	0	0	\$600.00	\$130,973.00
50 Heating Unit Only (Commercial)	3	0	0	0	0	3	0	0	\$210.00	\$256,900.00
50 Heating Unit Only (Residential)	39	0	0	0	0	39	0	0	\$1,950.00	\$243,314.00
50 Repair/Alter Existing HVAC System (Commercial)	1	0	0	0	0	1	0	0	\$350.00	\$101,000.00
60 Repair/Alter Existing Plumbing System (Commercial)	2	0	1	0	0	0	2	0	\$225.00	\$6,000.00
60 Repair/Alter Existing Plumbing System (Residential)	18	0	0	0	1	0	18	0	\$980.00	\$117,373.00
60 Sanitary Sewers - Connection/Repair (Commercial)	6	0	0	0	0	0	6	0	\$280.00	\$14,000.00
60 Sanitary Sewers - Connection/Repair (Residential)	4	0	0	0	0	0	4	0	\$170.00	\$41,500.00
60 Storm Sewers - Connection/Repair (Residential)	2	0	0	0	0	0	2	0	\$60.00	\$7,000.00
60 Water Heater (Residential)	6	0	0	0	0	0	6	0	\$180.00	\$18,500.00
60 Water Service - Connection/Repair (Commercial)	2	0	0	0	0	0	2	0	\$60.00	\$10,100.00
60 Water Service - Connection/Repair (Residential)	12	0	0	0	0	0	12	0	\$360.00	\$49,800.00
70 Signs - Permanent	4	4	0	4	0	0	0	0	\$738.63	\$10,541.00
70 Signs - Temporary	2	0	0	2	0	0	0	0	\$80.00	\$200.00
Totals:	335	40	72	173	74	93	78	7	\$65,718.92	\$29,265,496.15

Commercial Lease Agreement

This commercial lease agreement is entered into on this ____ day of ____, 20__, by and between Jason Charles (Landlord) and Rick Heyman (Tenant). Landlord is the owner of the land and building and improvements whose address is located at: 631 Bellevue St Green Bay WI 54302

Term.

The initial term of the lease shall begin on the ____ day of ____, 20__, and end on the ____ day of ____, 20__. Landlord shall use its best efforts to put Tenant in possession of the leased premises on the beginning of the lease term. If Landlord is unable to timely provide the lease premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

Tenant may renew the lease for an extended term of 2 years. Tenant shall exercise such renewal option, if at all, by providing written notice to Landlord not less than (90) days prior to the expiration of the Initial Term.

Rent.

Tenant shall pay to Landlord during initial Term rent of 54,000.00 Dollars (\$) per year. Payable in installments of 4500.00 Dollars (\$) per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at the following address: _____

Tenant shall also pay to Landlord a "Security Deposit" in the amount of _____ Dollars (\$).

The rent amount will pay the Landlord's loan payment, insurance on building and property taxes. Tenant is responsible for general liability insurance on the building. Carried through the Landlord's insurance company.

Prohibited Uses,

Tenant shall use this property only as a tavern.

Sublease Assignment,

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

Repairs,

Landlord is responsible for repairs to building, furnace, coolers, ice machine, freezers. Tenant is responsible for repairs to include such items as routine repairs of the building which was caused from Tenant or customers of the property.

Alterations and Improvements

Tenant, at Tenant's expense, shall have the right, upon obtaining the Landlord's consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Any improvements to the building will remain after the term of the lease is up.

Insurance,

If the Leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

Utilities,

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of the lease. Tenant shall pay such all such utility charges prior to the due date.

Default,

In the event of the default made by Tenant in the payment of rent when due to Landlord, Tenant shall have fifteen (15) days after receipt of written notice thereof to cure such default. In the event of a default made by Tenant in any of the other covenants or conditions to be kept, observed and performed by Tenant, Tenant shall have thirty (30) days after receipt of written notice thereof to cure such default. Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Tenant is still responsible to finish paying on lease till contract is up.

Amusement Devices with be put in by Tiltetown Coin LLC with a 45% profit for Tiltetown Coin LLC and 55% going to Pied Pipers.

Pied Pipers will split the Gross Profits with bar manager, Rick Heyrman and Jason Charles. \$500 a month with go into a separate holding to pay year end bills (taxes and accountant) and then the profit will be split between the 3 people. The profit will be paid out by the 10th of the next month.

Total Gross profits with be split up as follows.

Rick Heyrman 30%

Jason Charles 35%

Bar Manager 35%

Rick Heyrman agrees to surrender bar back over to Jason Charles anytime he wants to take the bar back over. The contract will be voided out.

Landlord

Date

Molly Charles

11-4-24

POA if needed

Date

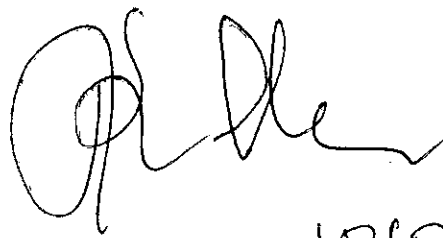
Rick Heyrman

11-8-24

Rick Heyrman

Date

Lease Starts When License
Approved

A handwritten signature in cursive script, appearing to read "J. De" or similar, with a large initial "J" and a stylized "De".

11/8/24

**RESOLUTION AUTHORIZING THE USE OF
WISCONSIN EMERGENCY MANAGEMENT PRE-DISASTER FLOOD RESILIENCE
PROGRAM GRANT**

November 12, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay (the “City”) is vulnerable to the risks and impacts associated with flooding, which endanger the well-being of residents, local infrastructure, and the long-term economic and environmental stability of the community; and

WHEREAS, Wisconsin Emergency Management has established the Pre-Disaster Flood Resilience Grant Program to assist communities in enhancing their resilience to flood risks through proactive mitigation measures; and

WHEREAS, participation in this grant program will enable the City to strengthen its flood preparedness, implement necessary flood control infrastructure, and mitigate future flood impacts; and

WHEREAS, the Common Council recognizes the importance of taking preemptive action to reduce the potential costs and damage resulting from flood events, and views this program as a valuable opportunity to invest in the future safety and security of the community.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City does hereby authorize the Director of Public Works or their designee, to act as the official who has the authority to review, sign, and submit the documents associated with the Pre-Disaster Flood Resilience Grant Program administered by Wisconsin Emergency Management; and

BE IT FURTHER RESOLVED that the City of Green Bay expresses its appreciation for the support provided through the Pre-Disaster Flood Resilience Grant Program and anticipates the positive impact this program will have on the community’s overall flood preparedness and mitigation efforts.

Adopted _____

Approved _____

Eric Genrich, Mayor

Attest:

Celestine Jefferies, Clerk

**RESOLUTION AUTHORIZING
BUDGET AMENDMENT**

November 12, 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 29, 2024, the following 2024 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
Increase:	101300 50501	Police-Overtime	\$19,166.05
Increase:	101300 46223	Police Overtime Reimbursement	\$19,166.05

***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 HS Lunch Neighborhood Security-GB Schools, Notre Dame Academy Football, Walk to End Alzheimer's and Farmers Markets.*

Increase:	101400 50501	Fire-Overtime	\$2,884.69
Increase:	101400 46223	Fire Overtime Reimbursement	\$2,884.69

***This budget amendment is for 2024 unbudgeted overtime for staffing at events such as the Bellin Women's Half Marathon.*

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION REGARDING AN ALLOCATION AMENDMENT FOR TAX INCREMENT
DISTRICT NUMBER FOUR (4), DOWNTOWN/WASHINGTON APARTMENTS
("TID 4")**

November 12, 2024

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Four (4), Downtown/Washington Apartments ("TID 4"), on January 20, 1998; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 4 on Tuesday, June 29, 2020; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 4 to Tax Increment District Number Thirteen (13), Downtown Redevelopment ("TID 13") for purposes of blight elimination and public infrastructure costs; and

WHEREAS, the boundaries of TID 4 are not changing with the proposed amendment; and

WHEREAS, on Thursday, November 7, 2024, the Joint Review Board ("JRB") of the City of Green Bay convened to discuss the proposed Allocation Amendment Resolution and amended Project Plan; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Wednesday, October 30, 2024, mailed, by first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Thursday, October 31, 2024, published a notice of said public hearing in the Green Bay Press-Gazette; and
3. On Thursday, October 31, 2024, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Thursday, November 7, 2024, at 1:30 p.m. in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 4, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meet all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 4; and
5. A map showing proposed improvements and uses in TID 4; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 4 will not exceed thirty-five percent (35%); and
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 4 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA made the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 4 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 4 has satisfied all of its current year debt service and project cost obligations; and
3. Prior to the mandatory termination date of September 6, 2032, TID 13 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
4. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 4 to TID 13 as a blighted TID; and
5. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 4 and TID 13, as detailed in the *City Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
6. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 4 and TID 13; and
7. The economic benefits of both TID 4 and TID 13, as measured by increased property value, employment, and income,
 - 7.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 7.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
8. The TID 4 and TID 13 Project Plans are feasible and in conformity with the *City Comprehensive Plan*.
9. TID 4 and TID 13 have the same overlying taxing jurisdictions.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay approves the amendment of the Non-Project Costs section of the TID 4 Downtown/Washington Apartments, Project Plan to include an allocation, in an amount not to exceed five hundred thousand dollars (\$500,000.00), from TID 4 to Tax Increment District Number Thirteen (13), Downtown Redevelopment ("TID 13"), for miscellaneous public infrastructure projects as may be needed throughout TID 13 and within one half (1/2) mile of TID 13, for the purpose of blight elimination in TID 13, which is consistent with the purpose for which TID 13 was created.

Adopted _____

Approved _____

COMMON COUNCIL OF THE
CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jeffreys, City Clerk

**RESOLUTION REGARDING AN ALLOCATION AMENDMENT FOR TAX INCREMENT
DISTRICT NUMBER TWELVE (12), I-43 INDUSTRIAL PARK (“TID 12”)**

November 12, 2024

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Twelve (12), I-43 Industrial Park (“TID 12”), on September 6, 2005; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 12 on Tuesday, July 16, 2019; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 12 to Tax Increment District Number Thirteen (13), Downtown Redevelopment (“TID 13”) for future development and acquisition of property for the purpose of blight elimination; and

WHEREAS, the boundaries of TID 12 are not changing with the proposed amendment; and

WHEREAS, on Thursday, November 7, 2024, the Joint Review Board (“JRB”) of the City of Green Bay convened to discuss the proposed Allocation Amendment Resolution and amended Project Plan; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Wednesday, October 30, 2024, mailed, by first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Thursday, October 31, 2024, published a notice of said public hearing in the Green Bay Press-Gazette; and
3. On Thursday, October 31, 2024, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Thursday, November 7, 2024, at 1:30 p.m. in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 12, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meet all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 12; and
5. A map showing proposed improvements and uses in TID 12; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 12 will not exceed thirty-five percent (35%); and
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 12 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA made the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 12 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 12 has satisfied all of its current year debt service and project cost obligations; and
3. Prior to the mandatory termination date of September 6, 2032, TID 13 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
4. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 12 to TID 13 as a blighted TID; and
5. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 12 and TID 13, as detailed in the *City Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
6. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 12 and TID 13; and
7. The economic benefits of both TID 12 and TID 13, as measured by increased property value, employment, and income,
 - 7.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 7.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
8. The TID 12 and TID 13 Project Plans are feasible and in conformity with the *City Comprehensive Plan*.
9. TID 12 and TID 13 have the same overlying taxing jurisdictions.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay approves the amendment the Non-Project Costs section of the TID 12, I-43 Industrial Park Project Plan to include an allocation, in an amount not to exceed seven million dollars (\$7,000,000.00) from TID 12 to TID 13, Downtown Redevelopment, for future development and acquisition of property as may be needed throughout TID 13 and within one half (1/2) mile of TID 13, for the purposes of blight elimination in TID 13, which is consistent with the purpose for which TID 13 was created.

Adopted _____

Approved _____

COMMON COUNCIL OF THE
CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jeffreys, City Clerk

**RESOLUTION REGARDING A PROJECT PLAN AMENDMENT FOR TAX INCREMENT
DISTRICT NUMBER THIRTEEN (13), DOWNTOWN REDEVELOPMENT (“TID 13”)**

November 12, 2024

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Thirteen (13), Downtown Redevelopment (“TID 13”), on September 6, 2005; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt a Resolution and amend the Project Plan for TID 13 on Tuesday, July 16, 2019; and

WHEREAS, the RDA proposed adding project costs within the existing boundary of TID 13 and within a one-half mile radius of the boundary of TID 13 for the purpose of blight elimination; and

WHEREAS, the boundaries of TID 13 are not changing with the proposed amendment; and

WHEREAS, on Thursday, November 7, 2024, the Joint Review Board (“JRB”) of the City of Green Bay convened to discuss the proposed Project Plan amendment; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Wednesday, October 30, 2024, mailed, by first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Thursday, October 31, 2024, published a notice of said public hearing in the Green Bay Press-Gazette; and
3. On Thursday, October 31, 2024, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Thursday, November 7, 2024, at 1:30 p.m. in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 13, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meet all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 13; and
5. A map showing proposed improvements and uses in TID 13; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 13 will not exceed thirty-five percent (35%); and
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 13 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA made the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 13 has accumulated aggregate incremental property taxes greater than the amount of total project costs before its mandatory termination date of September 6, 2032; and
2. Project Plan, Section A., Improvement number Ten (#10) identifies property acquisition as an existing public works and related improvement/project cost; and
3. Wis. Stats. §66.1105 permits the City to add project costs within the existing boundary of TID 13 and within a one-half (1/2) mile radius of the boundary of TID 13; and
4. That “but for” the adoption of an amendment to the Project Plan, the development projected to occur in TID 13, as detailed in the City Comprehensive Plan, would not occur in the manner desired by the City and RDA; and
5. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in TID 13; and
6. The economic benefits of TID 13, as measured by increased property value, employment, and income,
 - 6.1. Are greater than the cost of the improvements identified in the Amended Project Plan; and
 - 6.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
7. The TID 13 Amended Project Plan is feasible and in conformity with the *City Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay approves to amend the Project Plan, Section A., Improvement Number Ten (#10): Property Acquisition, to include up to seven million dollars (\$7,000,000.00) in additional project costs, as further identified in Table I.

BE IT FURTHER RESOLVED that the Common Council of the City of Green Bay approves to amend the Project Plan, Section A to create Improvement Number Thirteen (#13): Other Public Infrastructure, which includes up to five hundred thousand dollars (\$500,000.00) for other miscellaneous public infrastructure projects as may be needed throughout TID 13 and within one half (1/2) mile of TID 13 for the purpose of blight elimination, which is consistent with the purpose for which TID 13 was created.

Adopted _____

Approved _____

COMMON COUNCIL OF THE
CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jeffreys, City Clerk

FINAL PAYMENTS RESOLUTION
November 12, 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. PARKS 11-23 (MURPHY PARK PICKLEBALL COURTS)
VINTON CONSTRUCTION COMPANY

TOTAL AMOUNT EARNED:	\$ 119,238.25
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 119,238.25
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 107,403.14</u>
AMOUNT DUE THIS PAYMENT:	<u>\$ 11,835.11</u>

ACCOUNT NUMBER
410600-53001-94361: \$11,835.11
PO #2400005

2. RESURFACING 2-23 (INCLUDING SEWER & WATER)
DE GROOT, INC.

TOTAL AMOUNT EARNED:	\$ 2,761,954.81
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 2,761,954.81
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 2,689,260.79</u>
AMOUNT DUE THIS PAYMENT:	<u>\$ 72,694.02</u>

ACCOUNT NUMBER
401500E-55303-65093: \$72,694.02
PO #2300057

3. RESURFACING 1-23 (INCLUDING SEWER & WATER)
DORNER, INC.

TOTAL AMOUNT EARNED:	\$ 2,161,854.17
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 2,161,854.17
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 2,099,205.91</u>
AMOUNT DUE THIS PAYMENT:	<u>\$ 62,648.26</u>

ACCOUNT NUMBER
412500E-55303-65083: \$62,648.26
PO #2300056

4. **PAVEMENT 3-23 SCHOOL PLACE RECONSTRUCTION
ADVANCE CONSTRUCTION, INC.**

TOTAL AMOUNT EARNED:	\$ 1,088,229.29
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 1,088,229.29
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 1,060,092.24</u>
AMOUNT DUE THIS PAYMENT:	\$ 28,137.05

ACCOUNT NUMBER
412500E-55355-65073: \$28,137.05
PO #2300106

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

sap

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 815 N WEBSTER AVENUE
(ZP 24-38)**

November 12, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 24-38 and the recommendation of the Plan Commission on November 4, 2024, the City of Green Bay does authorize a Conditional Use Permit (CUP) to allow for a single-family residential home in the Varied-Density (R3) zoning district located at 815 N Webster Avenue, described as follows:

LEGAL DESCRIPTION:

LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 2213 RECORDED VOLUME 10 OF CERTIFIED SURVEY MAPS ON PAGE 75 AS DOCUMENT NO. 957737 (SAID MAP BEING A PART OF LOTS SEVEN (7), EIGHT (8), AND THE EAST 7.00 FEET OF LOT NINE (9), BLOCK THIRTY-TWO (32), ACCORDING TO THE RECORDED PLAT OF EASTMAN'S ADDITION, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN).

Said conditional-use permit shall be granted subject to:

1. A new drive entrance along Webster Avenue is not permitted. Drive access must be accessible via alley.
2. Compliance with all other regulations of the Green Bay Municipal Code.

Adopted _____

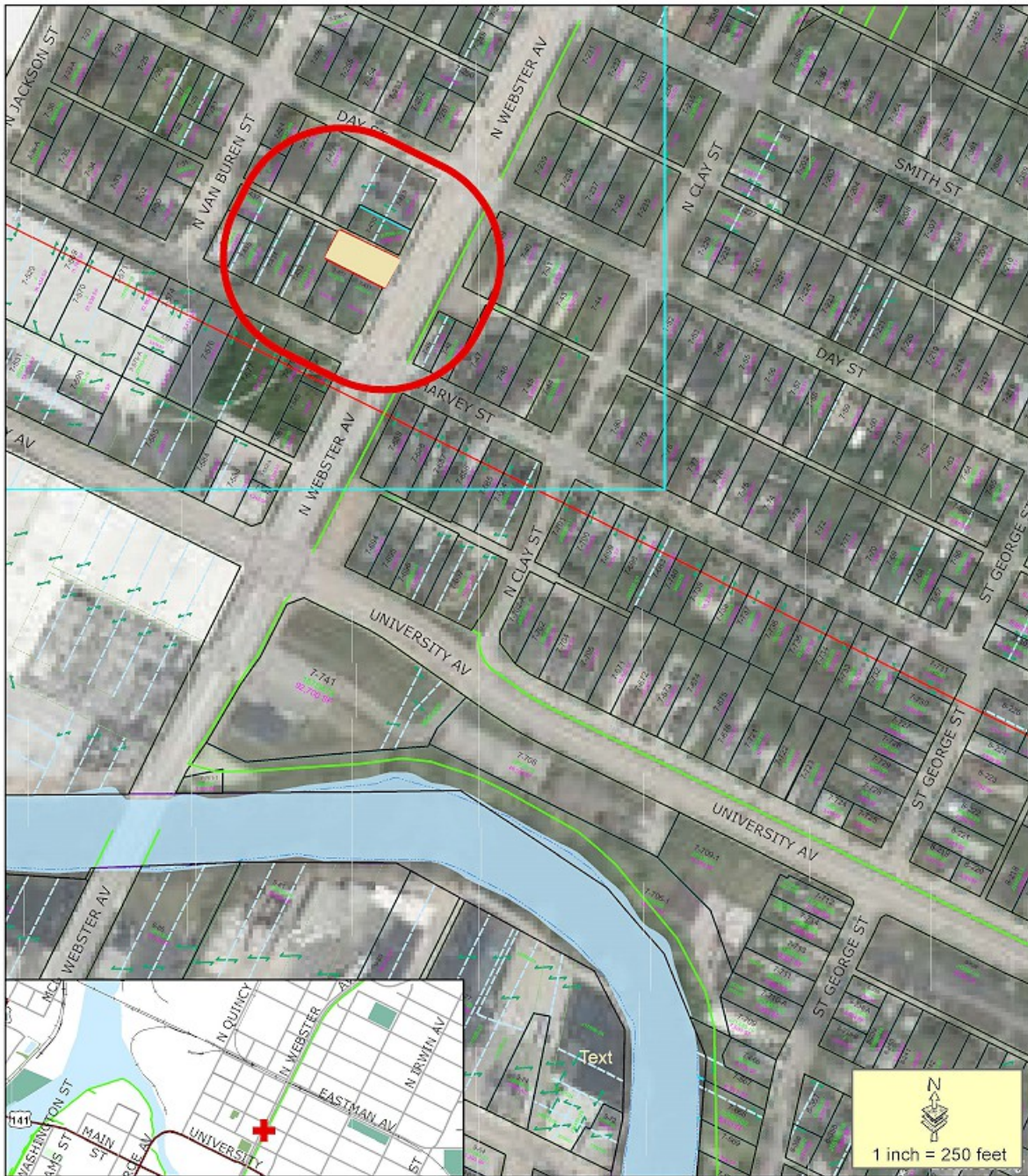
Approved _____

Mayor

Clerk

jl:

Attachment – Map

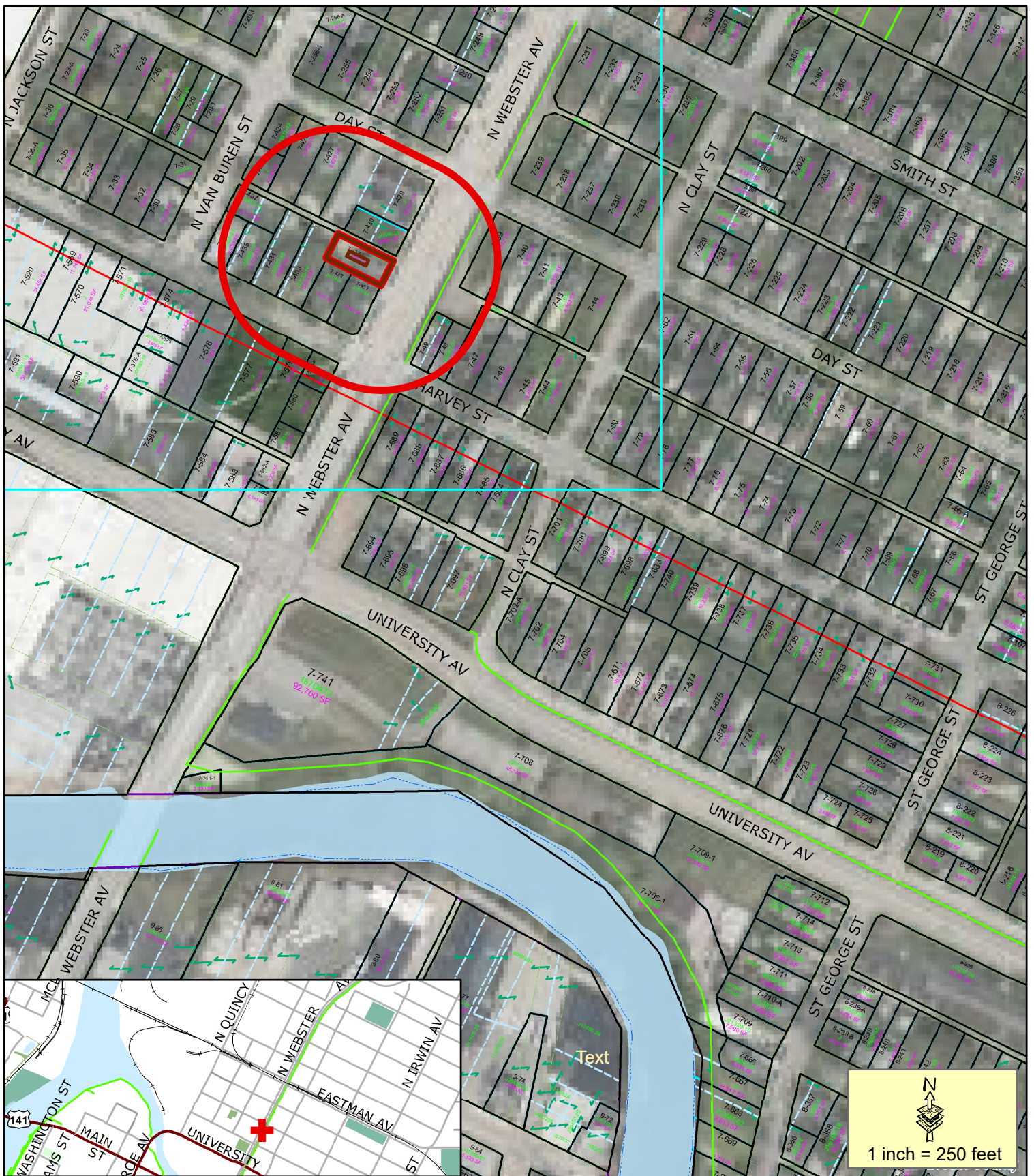


- 815 N Webster Avenue
- 200' Notification Area

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 J.L.

**Conditional Use Permit Request
Single-Family Residential Home in
a Varied Density Residential
Zoning District**

815 N Webster Ave



- 815 N Webster Avenue
- 200' Notification Area

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Conditional Use Permit Request Single-Family Residential Home in a Varied Density Residential Zoning District

815 N Webster Ave

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 2020 NORTH QUINCY STREET
(ZP 24-36)**

November 12, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 24-36 and the recommendation of the Plan Commission on November 4, 2024, the City of Green Bay does authorize a Conditional Use Permit (CUP) to allow for the establishment a Battery Energy Storage System (BESS) on 8.1 acres of land located on the southern and eastern portion of the 20-acre property in the General Industrial (GI) zoning district described as follows:

LEGAL DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PRIVATE CLAIM 44; THENCE NORTH 65 DEGREES 21 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID PRIVATE CLAIM 44, A DISTANCE OF 12,410.46 FEET; THENCE NORTH 25 DEGREES 02 MINUTES 17 SECONDS EAST, A DISTANCE OF 140.02 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL IV DESCRIBED IN DOCUMENT 2689500, RECORDED 12/19/2014 IN THE BROWN COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 25 DEGREES 02 MINUTES 17 SECONDS EAST, A DISTANCE OF 235.88 FEET; THENCE SOUTH 65 DEGREES 21 MINUTES 45 SECONDS EAST, A DISTANCE OF 762.78 FEET; THENCE NORTH 25 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 295.27 FEET; THENCE SOUTH 62 DEGREES 43 MINUTES 31 SECONDS EAST, A DISTANCE OF 327.60 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL IV; THENCE SOUTH 25 DEGREES 04 MINUTES 29 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 516.08 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL IV; THENCE NORTH 65 DEGREES 21 MINUTES 45 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL IV, A DISTANCE OF 1090.00 FEET TO THE POINT OF BEGINNING.

SAID LOT CONTAINS 351,318 SQUARE FEET OR 8.065 ACRES, MORE OR LESS.

Said conditional-use permit shall be granted subject to:

1. Compliance with all other regulations of the Green Bay Municipal Code.

Adopted _____

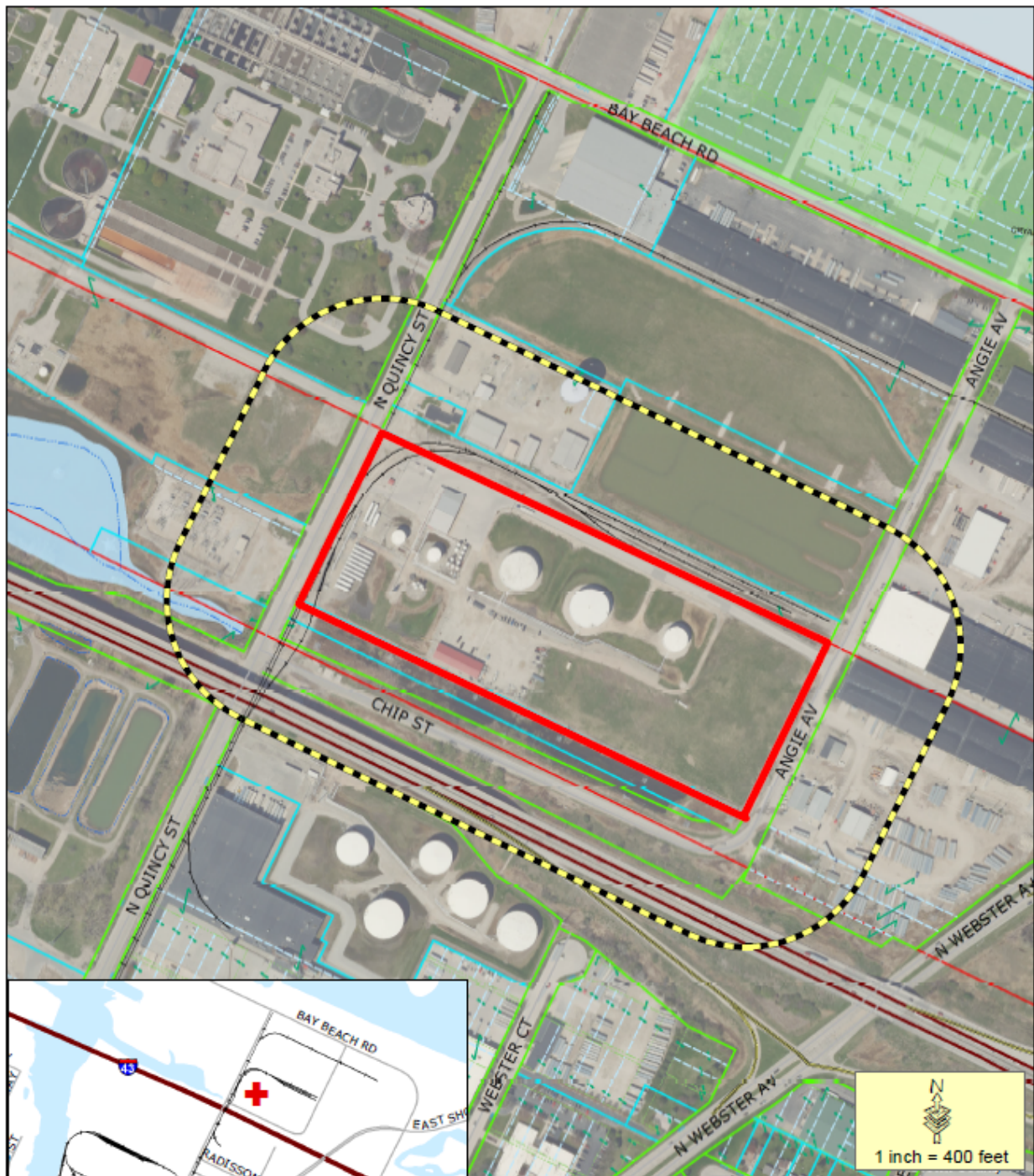
Approved _____

Mayor

Clerk

db:

Attachment – Map

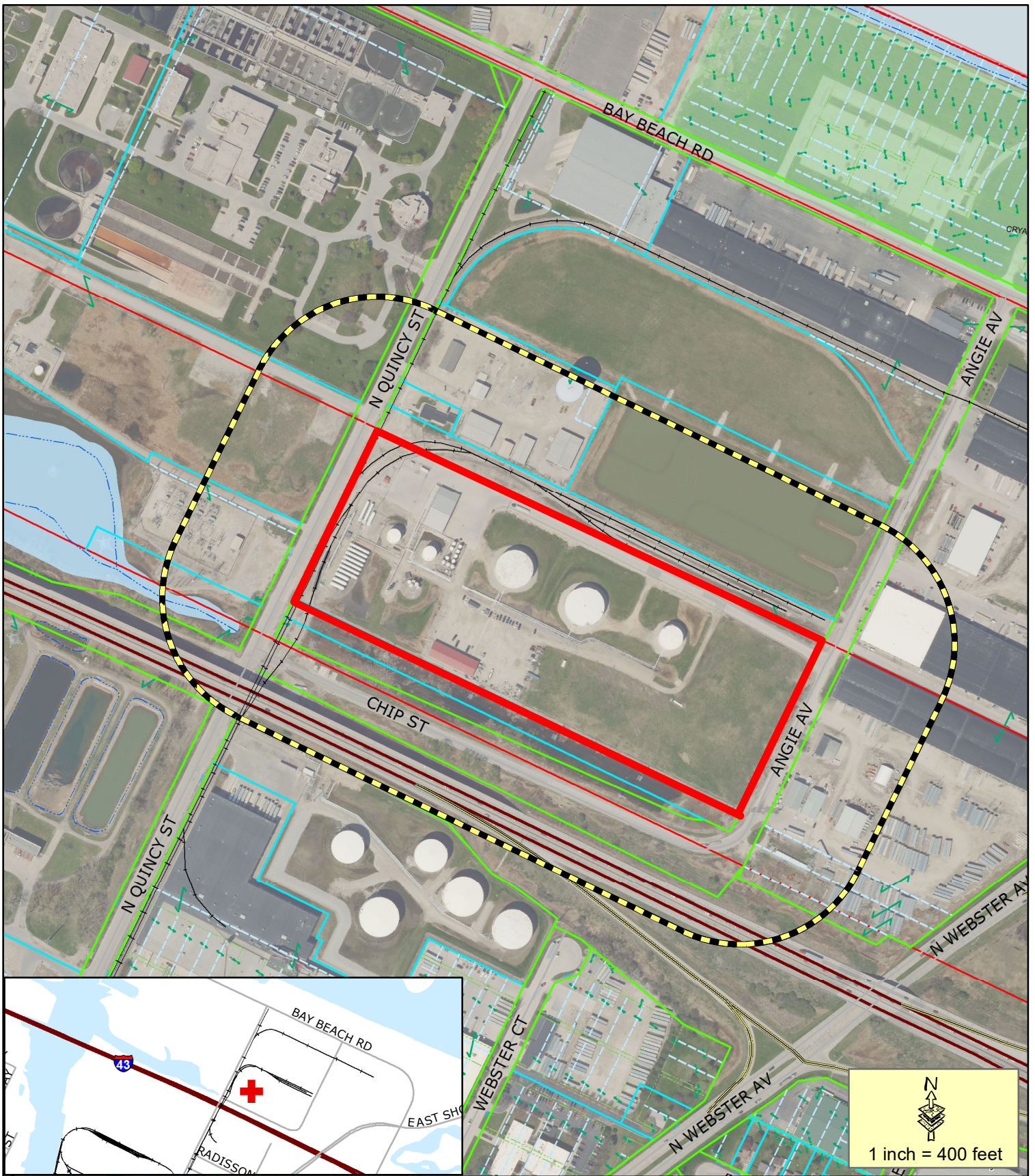


- Proposed CUP
- 400' Property Owner Notice

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Map prepared by DB

**Zoning Petition (ZP 24-36)
Proposed Conditional Use
Permit (CUP) at
2020 n Quincy Street**





- Proposed CUP
- 400' Property Owner Notice

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Map prepared by DB

Zoning Petition (ZP 24-36)
Proposed Conditional Use
Permit (CUP) at
2020 n Quincy Street



GENERAL ORDINANCE NO. 28-24

**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 NO PARKING zone:

FRANZ AVENUE, both sides, from a point 990 feet west of Main Street to a point 40 feet west of Main Street.

SECTION 2. Section 40-34, Green Bay Municipal Code, is hereby amended to remove the following NO PARKING zone:

FRANZ AVENUE, both sides, from a point 990 feet west of Main Street to a point 1,130 feet west of Main Street.

SECTION 3. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following 2-WAY YIELD condition:

PAULA STREET to Durham Road.

SECTION 4. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following 2-WAY YIELD condition:

WIGGINS WAY to Durham Road.

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

SAP
11/12/2024



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

MEETING DATE

November 12, 2024

PREPARED BY

AGENDA ITEM # AA.2

General Ordinance 24-24, an ordinance amending section 42-99 relating to the Cross Connection Control Program.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 24-24 Relating to Cross Connection Control Program

GENERAL ORDINANCE NO. 24-24

**AN ORDINANCE
AMENDING SECTION 42-99,
GREEN BAY MUNICIPAL CODE,
RELATING TO CROSS CONNECTION CONTROL PROGRAM**

WHEREAS, the Wisconsin Legislature has tasked the Wisconsin Department of Natural Resources (“DNR”) with certain rulemaking authority, including the ability to amend the requirements from time to time, and

WHEREAS, on or about July 1, 2024, the DNR updated their recommendations for municipalities, including for the city of Green Bay, and

WHEREAS, the changes made to 42-99 of the Green Bay Municipal Code are consistent with the recommended updates as directed from the DNR.

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the city of Green Bay does ordain as follows:

SECTION 1. Section 42-99, Green Bay Municipal Code, is hereby amended to read:

Sec. 42-99. - Inspections.

Cross connection inspectors must meet the qualifications contained in the City's cross connection control program as approved by the Wisconsin Department of Natural Resources. The water utility shall cause a survey for every residential service on a schedule matching meter replacement. The water utility shall cause a cross connection inspection of every industrial, commercial and public authority service on the following schedule:

- (1) ~~Every~~ **All** residential **and multi-family** service shall be inspected on a schedule matching the Water Utility meter replacement schedule, **excluding services that are not master metered.**
- (2) All services on commercial properties that are no more complex than residential services shall be inspected every six years.
- (3) All services on public authority (parks) properties shall be inspected every ten years.
- (4) All services on industrial properties and commercial properties with plumbing more complex than typical residential properties, and public authority services other than parks, shall be inspected a minimum of once every two years.
- (5) **All master metered multi-family housing including mobile home parks will be**

provided education materials in lieu of an inspection every three years.

- (6) The Water Utility may obtain a special inspection warrant if consent to entry for inspection purposes has been refused.

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

ZONING ORDINANCE NO. 24-24

AN ORDINANCE AMENDING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR PROPERTY LOCATED AT 226 BORNEMANN STREET (ZP 24-39)

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 amending a Planned Unit Development Overlay District on the following described property, as also depicted on Exhibit A - Location Map:

The West 40 feet of Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), all in Block Three (3), according to the recorded Plat of Smith Brothers Garden Addition, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

And

Parcel "A", Volume 3 Certified Survey Maps, Page 275, Map No 823; said map being part of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section Thirty-two (32), Township Twenty-four (24) North, Range Twenty-one (21) East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

And

The South 211.25 feet of the East 173 feet of that part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section Thirty-two (32), Township Twenty-four (24) North, Range Twenty-one (21) East, lying West of the said Smith Brothers Garden Addition and North of the North line of Mills Street, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

And

That part of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section Thirty-two (32), Township Twenty-four (24) North, Range Twenty-one (21) East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, more particularly described as follows: Commencing at the Southwest corner of Lot 1, Block Three (3), of Smith Brothers Garden Addition and running thence North $89^{\circ}59'57''$ West along the North line of Mills Street, a distance of 202.32 feet to the Northeast corner of Schober Street (n/k/a Bornemann Street) and Mills Street and the point of beginning of this description; thence North $0^{\circ}03'03''$ East along the East line of said Schober Street (n/k/a Bornemann Street), a distance of 211.25 feet; thence South $89^{\circ}59'57''$ East, a distance of 29.32 feet; thence South $0^{\circ}03'03''$ West, a distance of 211.25 feet to North line of Mills Street; thence North $89^{\circ}59'57''$ West along said North line of Mills Street, a distance of 29.32 feet to the point of beginning; except part described in Jacket 3482 Records Image 43.

And

Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), except the Westerly Forty (W'y 40) feet thereof, all in Block Three (3), according to the recorded Plat of Smith Brothers Garden Addition, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, except part described in Jacket 3482 Records Image 43.

And

Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), all in Block Three (3), according to the recorded Plat of Smith Brothers Garden Addition, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, except part described in Jacet 17377 Records Image 7.

Tax Parcel: 21-1222

Land Area: Comprises approximately 195,659 square feet / 4.492 acres

SECTION 2. Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as it applies, the following conditions are imposed:

- A. Purpose and Intent. The amended Planned Unit Development (PUD) is being utilized to permit the expansion of uses within the PUD, specifically to allow for a group living facility. The overall appearance and design of the site and improvements shall comply with the attached Exhibits and as regulated within this PUD.
- B. Development Site. The area included within this PUD consists of all land included at 226 Bornemann Street (Parcel Number 21-1222). A PUD amendment shall be required for any future changes that do not comply with this PUD.
- C. Land Use Regulations. The principal and accessory land uses which may be established are as follows:
 - 1. Nursing Homes.
 - 2. Community Living Arrangement defined as a facility licensed, operated, or permitted by the State of Wisconsin that is a facility where three or more adults, not related to the operator, reside and are typically provided with care, treatment, or services above the level of room service, which may include prescribed personal care. This definition includes Community Living Arrangements (CLAs), Community Based Residential Facilities (CBRFs), and Adult Family Homes (AFHs) as defined by Wisconsin State Statutes, but does not include transitional housing, nursing homes, prisons, jails, correctional facilities, convents, monasteries/seminaries, or educational institutions and related student housing.
 - a. Based on the resident capacity, community living arrangements shall provide adequate living space in compliance with the most restrictive of the dormitory standards of Article XVI and Chapter 8 of Green Bay Municipal Code and applicable state administrative codes.
 - b. A community living arrangement may be considered a dormitory as defined and regulated within the Green Bay Municipal Code.
 - 3. Accessory use(s) are permitted and shall abide by all building setback requirements.

- D. Prohibited Uses. Land uses not listed in Section C shall be considered prohibited uses within this PUD. A PUD amendment is required for any additional uses.
- E. Project Phasing: The proposed project shall be allowed in phases as detailed below and that substantially comply with Exhibit B:
1. Phase One (28 beds): Operate a 28-bed residential facility to be located in the North Residential Building.
 2. Phase Two (28 beds): Operate an additional 28-bed residential facility to be located in the South Residential Building.
 3. Phase 3: Any additional phases, including facility expansion into the previous nursing home building, will require an amendment to this PUD.
 4. The Skilled Nursing building is allowed to be used in any phase as a commercial kitchen facility at the discretion of the property owner. If no commercial kitchen facility exists on site, catering services can be used in lieu of a commercial kitchen.
- F. Dimensional and Area Requirements. Dimensional and area requirements for principal structure on the subject property shall generally comply with Exhibit B and be regulated as follows:
1. Setbacks. Setbacks shall be established in conformity with the approved site plan. In no case shall setbacks, from all public street frontages, be less than as follows:
 - a. Front Yard Setback (Bornemann Street): Setbacks for all buildings shall be no less than 25' from the property line.
 - b. Rear Yard Setback (Berger Street): Setbacks for all buildings shall be no less than 15' from the property line.
 - c. Side Yard Setback (Mills & Brooks Streets): Setbacks for all buildings shall be no less than 10' from the property line.
 - d. Parking Lot Setback: Setbacks for all parking areas shall be no less than 10' from the property line.
 2. Dimensional and area provisions, including accessory buildings, shall be regulated under the Varied-Density Residential (R3) Zoning District.
- G. Architectural Design. All building elevations shall substantially comply with Exhibit C and subject to the following requirements:
1. No building within the development shall exceed one story or 35' in height, from grade to peak of roof.
 2. Building facades shall be constructed of and contain brick, brick window sills, brick soldier courses, vinyl siding, aluminum soffit, fascia and gutter system, and asphalt roof shingles.
 3. All rooftop and ground level mechanical equipment shall be screened from public view using architectural treatments consistent with the overall design of the structure.

- H. Signage. All signs on the subject property shall conform to the standards as set forth within Chapter 30 of the Green Bay Municipal Code for the Office Residential Zoning District.
- I. Access, Circulation, and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code, and the following standards:
1. Parking shall be provided within 1,000' feet on the property and with the following calculation:
 - a. Two (2) spaces for every three (3) bedrooms PLUS
 - b. Two (2) spaces per every three (3) employees on the largest shift
 2. All parking areas are to be paved bituminous or concrete.
- J. Lighting. Lighting shall be provided within the development by the inclusion of two types of lighting elements - freestanding elements at various locations on the site and building wall mounted lighting elements on the structures as detailed below:
1. Freestanding lighting elements shall not exceed 12' in overall height.
 2. Building wall mounted lighting elements shall consist of a traditional light fixture.
 3. All exterior lighting shall be retained on site and shielded from all properties.
 4. All lighting within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article V of the Green Bay Municipal Code.
- K. Refuse and Mechanical Equipment. All refuse areas are to be enclosed with a cedar board-on-board fence, impervious to sight. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.
- L. Landscaping and Transitional Yards. Landscaping within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.
- M. Compliance with all the regulations of the Green Bay Municipal Code not covered under the PUD. If not covered as part of this PUD, the base zoning for the parcel shall be considered Varied-Density Residential (R3).

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All

obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit, and the plans identified therein, had been set forth in its entirety in the body of this ordinance.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, 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

sh:

Attachments:

Exhibit A - Location Map

Exhibit B – Site-Building Layout

Exhibit C - Conceptual Plans

ZONING ORDINANCE NO. 25-24

AN ORDINANCE REZONING PROPERTIES LOCATED AT 1644, 1648, 1652, AND 1656 DECKNER AVENUE AND 129, 133, AND 137 OAK GROVE AVENUE FROM GENERAL COMMERCIAL (C1) TO OFFICE-RESIDENTIAL (OR) (ZP 24-35)

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) Office-Residential (OR):

PARCEL 21-1421 (1644 DECKNER AVENUE)

EASTERLY 50 FEET OF LOT 1, BODARD'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, AND THE WESTERLY ONE (1) FOOT OF LOT 29, OAK GROVE SCHOOL RESERVE, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF GREEN BAY, EAST SIDE OF THE FOX RIVER, BROWN COUNTY, WISCONSIN.

PARCEL 21-2390 (1648 DECKNER AVENUE)

LOT 28 AND THE WEST 6 FEET 7 INCHES OF LOT 27, PLAT OF OAK GROVE SCHOOL RESERVE, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, EXCEPTING THEREFROM THE SOUTHERLY 1 FOOT THEREOF.

PARCEL 21-2388 (1652 AND 1656 DECKNER AVENUE)

LOTS 26 AND 27, EXCEPT THE WEST 6 FEET 7 INCHES OF LOT 27 AND EXCEPT THAT PART OF LOT 26, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 26 AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF DECKNER AVENUE, 22.5 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE WESTERLY LINE OF OAK GROVE AVENUE, 17.0 FEET SOUTHERLY OF THE POINT COMMENCED AT; THENCE NORTHERLY 17.0 FEET TO THE POINT COMMENCED AT, ACCORDING TO THE RECORDED PLAT OF OAK GROVE SCHOOL RESERVE, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

PARCEL 21-2384 (129 OAK GROVE AVENUE)

ALL OF LOT TWENTY-TWO (22) AND THE SOUTH 54 FEET OF LOTS TWENTY-FOUR (24) AND TWENTY-FIVE (25), ACCORDING TO THE RECORDED PLAT OF OAK GROVE SCHOOL RESERVE, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

PARCEL 21-2383 (133 OAK GROVE AVENUE)

LOT TWENTY-ONE (21), ACCORDING TO THE RECORDED PLAT OF OAK GROVE SCHOOL RESERVE, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

PARCEL 21-2382 (137 OAK GROVE AVENUE)

LOT TWENTY (20), ACCORDING TO THE RECORDED PLAT OF OAK GROVE SCHOOL RESERVE, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

ZONING ORDINANCE NO. 25-24
PAGE 2

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.

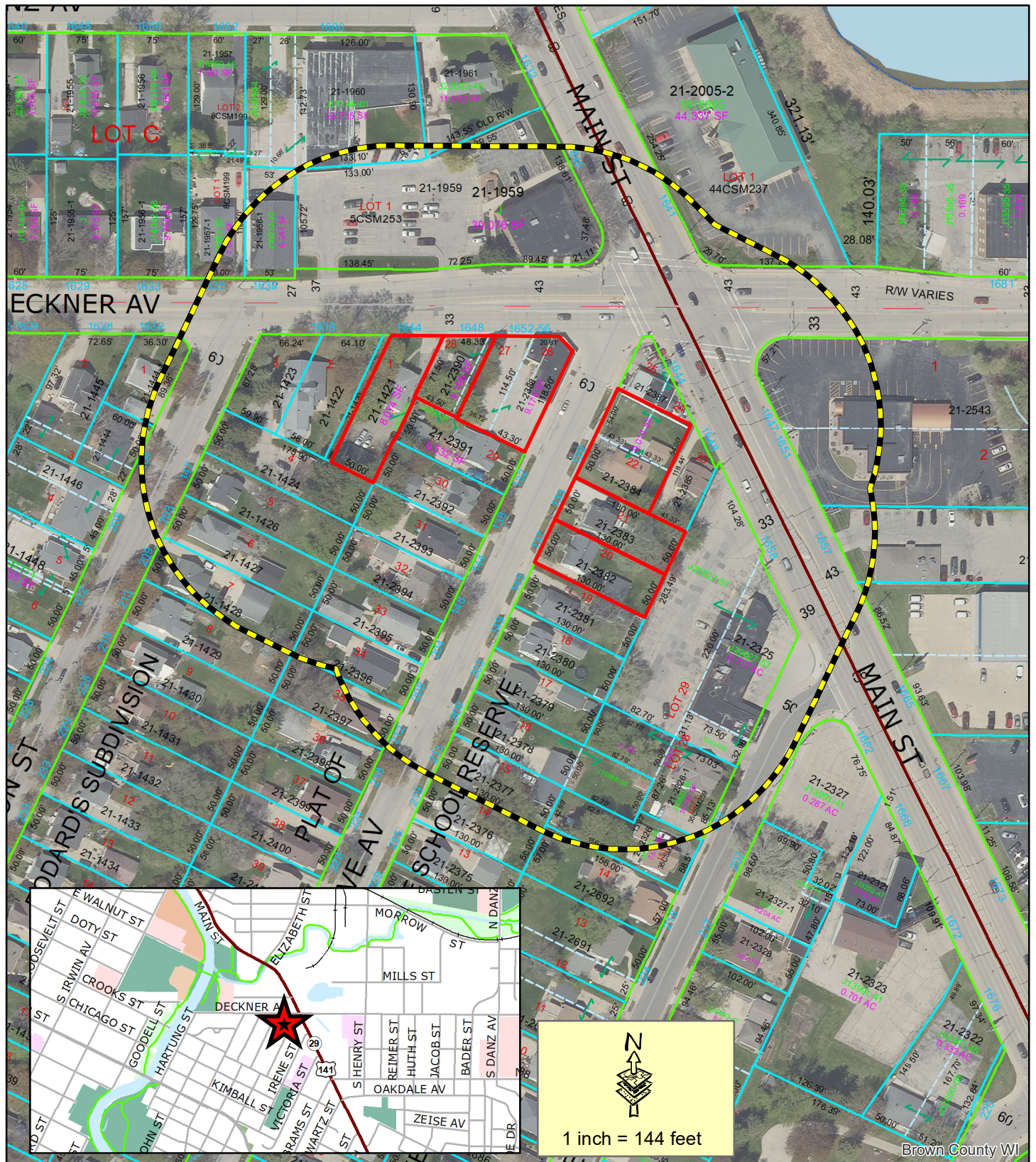
APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

dam
Attachment – Location Map



-  Subject Area
-  200' Property Owner Notice

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Zoning Petition (ZP 24-35)
Rezone Subject Area at
1644, 1648, 1652, 1656 Deckner Ave
129, 133, 137 Oak Grove Ave
from General Commercial (C1) to
Office-Residential (OR)

