



AGENDA OF THE COMMON COUNCIL

TUESDAY, DECEMBER 3, 2024, 6:00 PM

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

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

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

Or call in by phone: +1 312 626 6799

Meeting ID: 892 7469 6903

Passcode: 209710

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

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

- I. November 14, 2024

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Recognitions and Awards.

- I. Presentation of Green Bay Metro Fire Department Helmet Shields to Common Council Members.

J. Appointments.

I. Reappointments:

Downtown Business Improvement District Board

Sue Lagerman, 3332 Heaven Drive, Green Bay, WI 54311

Term to expire: December 1, 2027

K. Ordinances - Second Reading for Adoption.

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).

L. Quasi Judicial Hearing

1. Quasi-Judicial Hearing on revocation of Massage Establishment License, granted to Luck Weixi Therapy, LLC, at 989 W. Mason Street.

M. Report of the Improvement & Services Committee (November 27, 2024).

1. To approve the request by Mohamed Farah, 802 Cora Street, to allow for year-round overnight on-street parking permission for three vehicles due to family having five vehicles and only two parking spaces with the exception of snow emergencies.
2. To approve the request by Richard Luxton, 2646 Sequoia Lane, to allow for 30 overnight on-street parking permission requests between April 1 and November 1 to park his recreational vehicle on the street.
3. To approve the request by Kelly and Tracey Giannunzio, 1245 7th Street, to allow for 8 overnight on-street parking permission requests between Memorial Day and October 31 to park their camper and truck on the street.
4. To approve the request by James and Kim Reynebeau, 2641 Zak Lane, to allow for year-round overnight on-street parking permission for one vehicle due to their son's need for nursing care with the exception of snow emergencies.
5. To approve the request by Pilgrim Lutheran Church to install and maintain two pedestrian ramps into the west half of Chateau Drive cul-de-sac bulb.

6. To approve the request by Great Lakes TV Seal to enter into an annual Master Agreement for access to the City of Green Bay Sanitary Sewer Mains and Laterals.
7. To approve the request by Intercon Construction, Inc. to enter into an annual Master Agreement for access to the City of Green Bay Sanitary Sewer Mains and Laterals.
8. To approve the request by Department of Public Works to purchase software and consulting services for the Facilities Management Division of the Department of Public Works.
9. To approve the request by Department of Public Works to award contract PARKS 7-24 "METRO BOAT LAUNCH IMPROVEMENTS" at a staff level and report the award at the next Improvement and Services Committee meeting.
10. To approve the following plat right-of-way: Manitowoc Road sidewalk, State Highway 29 to Hemlock Drive - Project ID 4987-14-00/71.
11. To receive and place on file the actions taken by the Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

a. Site Services of Wisconsin

N. Report of the Protection & Policy Committee (November 18, 2024).

1. To approve an appeal by Michael Esser regarding the denial of his operator's license.
2. To hold until December 9 an appeal by Merle Alexander regarding the denial of her Operator license, previously held at the October 21, 2024 Protection & Policy Committee meeting.
3. To approve a request by the Sardine Can at 128 S. Broadway to extend their license premises on April 21, 2025 to April 28, 2025 to their back parking lot.
4. To approve an original application for "Titledown Coin, LLC" at 631 Bellevue St. with a license premises description as "bar on main floor, outdoor beer garden upstairs, pool table area," (Currently licensed as CJK Charles Corp).
5. To approve a request by Green Bay Koi, Inc. at 1593 W. Mason to extend the issuance of their liquor license to December 31.
6. To approve an extension request on the issuance of the Reserve "Class B" Liquor and Class "B" Beer license at 1860 University Ave. to December 18, 2024.
7. To refer a communication from Ald. Proffitt to staff to draft an ordinance amending municipal code Sec. 44-469 (1) to read "Rummage sales. Rummage sales shall be limited to a total of no more than four events for a total of sixteen days of operation per calendar year at any residential location".

8. To approve General Ordinance 29-24, an amendment to Green Bay Municipal Code 40-139 relating to electric scooter regulations.
9. Informational Only: Liquor Violation Report.
10. Informational Only: Massage Establishment Report.
11. Informational Only: Liquor Licensing Report.
12. Informational Only: The release of one "Class B" Liquor and Class "B" Beer license to the pool of available liquor licenses on Wednesday, December 4, 2024 at start of business day.

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

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

P. Report of the Plan Commission (November 25, 2024).

1. To approve the request by On Broadway Inc., (OBI) to approve their 2025 Business Improvement District Operating Plan.
2. To approve the request by Olde Main Street Inc., (OMS) to approve their 2025 Business Improvement District (BID) Operating Plan.
3. To approve the request by On Broadway Inc., (OBI) to approve their 2025 Business Improvement District Operating Plan.
4. To approve the request by Military Avenue Inc., (MAI) to approve their 2025 Business Improvement District (BID) Operating Plan.
5. To approve the request for a Conditional Use Permit to allow a single-family residence in an (OR) Office Residential district located at 129 Oak Grove Avenue, subject to the following conditions:
 1. The Zoning designation of the property is changed to the Office Residential (OR) District as part of Zoning Petition 24-35 / Zoning Ordinance 25-24.
 2. Compliance with all other regulations of the Green Bay Municipal Code. (ZP 24-37 Public Hearing held November 25, 2024).
6. To approve the request for a Conditional Use Permit to allow a covered front porch within the front yard setback located at 823 Neufeld Street, subject to compliance with all other regulations of the Green Bay Municipal Code. (ZP 24-44 Public Hearing held November 25, 2024).
7. To approve the request to rezone Parcel 21-1336-2 located on the 1600 Block of Amy Street from Low-Density Residential (R1) to Medium-Density Residential (R2). (ZP 24-42 Public Hearing held November 25, 2024)
8. To approve a draft PUD to amend uses and physical development standards of a Planned Unit Development (PUD) at 216 S Military Avenue with a 5-year sunset clause stating "Any non (C1) General Commercial uses shall not be permitted within Development Area C after December 17, 2029." (ZP 24-43 Public Hearing held November 25, 2024).

9. To approve the request to amend a Planned Unit Development (Southwest Woods) located at 2405 W. Mason Street Frontage Road and the 1100-1200 Block of Hinkle Street from W. Mason Street Frontage Road to Hobart Drive. With the exception of access distance from intersection (Amendment #2) and driveway separation distance (Amendment #3), subject to approval of the draft PUD with the following condition: 1.) Approval and recording of CSM 24-17.
(ZP 24-45 Public Hearing held November 25, 2024).
10. To approve the request to rezone 2425 W. Mason Street Frontage Road and parts of 2415 and 2405 W. Mason Street Frontage Road from General Commercial (C1) to Highway Commercial (C2), subject to the following condition:
1.) Approval and recording of CSM 24-17.
(ZP 24-46 Public Hearing held November 25, 2024).
11. To approve the request for a Conditional Use Permit to allow for a surface parking lot on parts of 2425, 2415, and 2405 W. Mason Street Frontage Road, Subject to the following conditions:
 1. Approval of ZP 24-46 Rezone Application.
 2. Approval of CSM 24-17.
 3. The CUP for a principal parking lot is valid for 2 years after City Council approval. A permitted principal use must be established within the 2 years or the paved parking area must be removed.
 4. The parking lot complies with all aspects of the Green Bay Municipal Code.
 (ZP 24-47 Public Hearing held November 25, 2024).

Q. Report of the Finance Committee. (November 26, 2024)

1. To proceed as directed in the closed section regarding a refund of 2016-2022 property taxes from a tax assessment appeal to Georgia Pacific for properties at 1919 S Broadway and 500 Day Street for a total amount of \$897,273.09.

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

2. To receive and place on file the Financial Management Plan presented by Ehlers Public Finance Advisors.
3. To approve the 2025 borrowing request as part of the Capital Improvement Plan.
4. To approve the purchase a Verkada Electronic AccessControl / Alarm System for the City of Green Bay, City Hall for a total cost of \$107,955.90 using 2024 borrowed funds.
5. To approve the purchase of a Lion Hose Training system for the Fire Department for a total cost of \$53,324.37, to be paid with Pipeline Emergency Response grant dollars.
6. To accept Wisconsin Emergency Management Hazmat Regional emergency equipment grant for \$29,963.05.

7. To approve a budget amendment resolution to use \$2,700,000.00 of general fund balance towards the properties at 435 E Walnut Street, 503 E Walnut Street, 212-214 S. Madison Street, and 512 Cherry Street that settled on 9/18/2024.
8. To approve the resolution to refund real estate taxes for parcel # 6-2122, St. Vincent Hospital at 1841 Gary Lane for the 2023 assessment year for a total of \$2,806.04.
9. To approve a budget amendment resolution for unbudgeted overtime for special events.
10. To approve the Claims Committee Reports.

The Common 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 Common Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

11. To proceed as directed in closed session and give a status report at the first Finance Committee Meeting in May 2025, regarding the acquisition of the abandoned rail yard on Ashland Avenue per communication from Alder Brian Johnson – District Nine.

The Common 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 Common Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

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

R. Report of the Park Committee (November 27, 2024).

1. To approve the request by Ald. Delie to allow the Murphy Park Neighborhood Association to work with the Park & Rec Department in planning a Pickle Ball Tournament at the new courts at Murphy Park.
2. To accept a \$500,000 DNR/EPA Grant to complete the necessary engineering for an Area of Concern habitat restoration project at the Wildlife Sanctuary and Renard Island Nearshore Waterway, located adjacent to Bay Beach Amusement Park.
3. To approve the necessary funding to hire a consultant to complete a space needs assessment for the Park Shop located at 919 North Crocker Street, using 2022 bond money originally approved for the roof replacement of the old Park Shop.
4. To approve the request by the Green Bay Metro Fire Department to install an outdoor emergency siren at Eighth Street Park.
5. To approve the purchase of automatic locks at 13 park shelter locations from Laforce, not to exceed \$78,000.

S. Report of the Personnel Committee (November 26, 2024).

1. To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.

- a. Operator I
 - b. Mechanic
 - c. Homeless Outreach Case Coordinator
 - d. Police and Fire Positions
2. To approve the reclassification of the Neighborhood Development Specialist and Community Development Specialist positions.
 3. To approve the 2024 City of Green Bay and City of Green Bay Fire Fighters Local 141, International Association of Fire Fighters AFL-CIO 158 labor agreement

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

4. To approve the amendment to the City of Green Bay Personnel Policy Chapter 9 regarding hours of work, personal leave, and holidays.

T. Report of the Traffic, Bicycle, and Pedestrian Commission (November 18, 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 install No Compression Braking within City Limits signs along North Broadway, between Mather Street and Alexander Street.
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.

U. Report of the Sustainability Commission (November 20, 2024).

1. To receive and place on file the overview of the Energize Green Bay website as part of the City's electricification campaign. [Link to the campaign website.](#)
2. To receive and place on file the report of the Clean Energy Work Group.
3. To receive and place on file the report of Climate Resilience & Adaptation Work Group.

V. 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 and finalize edits to the Indigenous Peoples' Day proclamation from the Mayor's office.

W. Resolutions.

1. Resolution to accept 2024 Sidewalks and issue assessments.

2. Resolution approving the 2025 operating plan for the Downtown Green Bay, Inc. Business Improvement District.
3. Resolution approving the 2025 operating plan for the Military Avenue Business Association Business Improvement District.
4. Resolution approving the 2025 operating plan for the On Broadway, Inc. Business Improvement District.
5. Resolution approving the 2025 operating plan for the Olde Main Street, Inc. Business Improvement District.
6. Resolution approving Budget Amendment - General Fund Balance
7. Resolution approving a refund of Real Estate taxes.
8. Resolution approving Unbudgeted Overtime for Special Events.
9. Resolution authorizing cancellation of 2016-2022 real estate property taxes.
10. Resolution authorizing Conditional Use Permit at 129 Oak Grove Avenue (ZP 24-37)
11. Resolution authorizing Conditional Use Permit at 823 Neufeld Street (ZP 24-44)
12. Resolution authorizing Conditional Use Permit on Parts of 2425, 2425, and 2505 W. Mason Street frontage road (ZP 24-47)

X. Ordinances - First Reading.

1. General Ordinance 29-24
An amendment to Green Bay Municipal Code 40-139 relating to electric scooter regulations.
2. General Ordinance No. 32-24
An ordinance amending Section 40-71, Green Bay Municipal Code, relating to traffic regulations.
3. Zoning Ordinance No. 26-24
An Ordinance amending a Planned Unit Development (PUD) overlay district for property located at 216 South Military Avenue (ZP 24-43)
4. Zoning Ordinance No. 27-24
An ordinance rezoning property located at the 1600 block of Amy Street, known as parcel #21-1336-8, from Low-Density Residential (R-1) to Medium-Density Residential (R-2) (ZP 24-42)
5. Zoning Ordinance No. 28-24
An Ordinance amending the Southwest Woods Subdivision Planned Unit Development District (ZP 24-45)
6. Zoning Ordinance No. 29-24
An ordinance rezoning properties located at 2425 W. Mason Street frontage road and parts

of 2415 and 2405 W. Mason Street frontage road from General Commercial (C1) to Highway Commercial (C2) (ZP 24-46)

Y. Referral of Petitions & Communications.

Z. Adjournment.

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

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

December 3, 2024

PREPARED BY

AGENDA ITEM # K.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 and Security. 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. Additional lighting at all entry and exit points is required, as approved by the Zoning Administrator.
 5. Security cameras are required throughout the property and shall be lit as needed.
 6. 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.

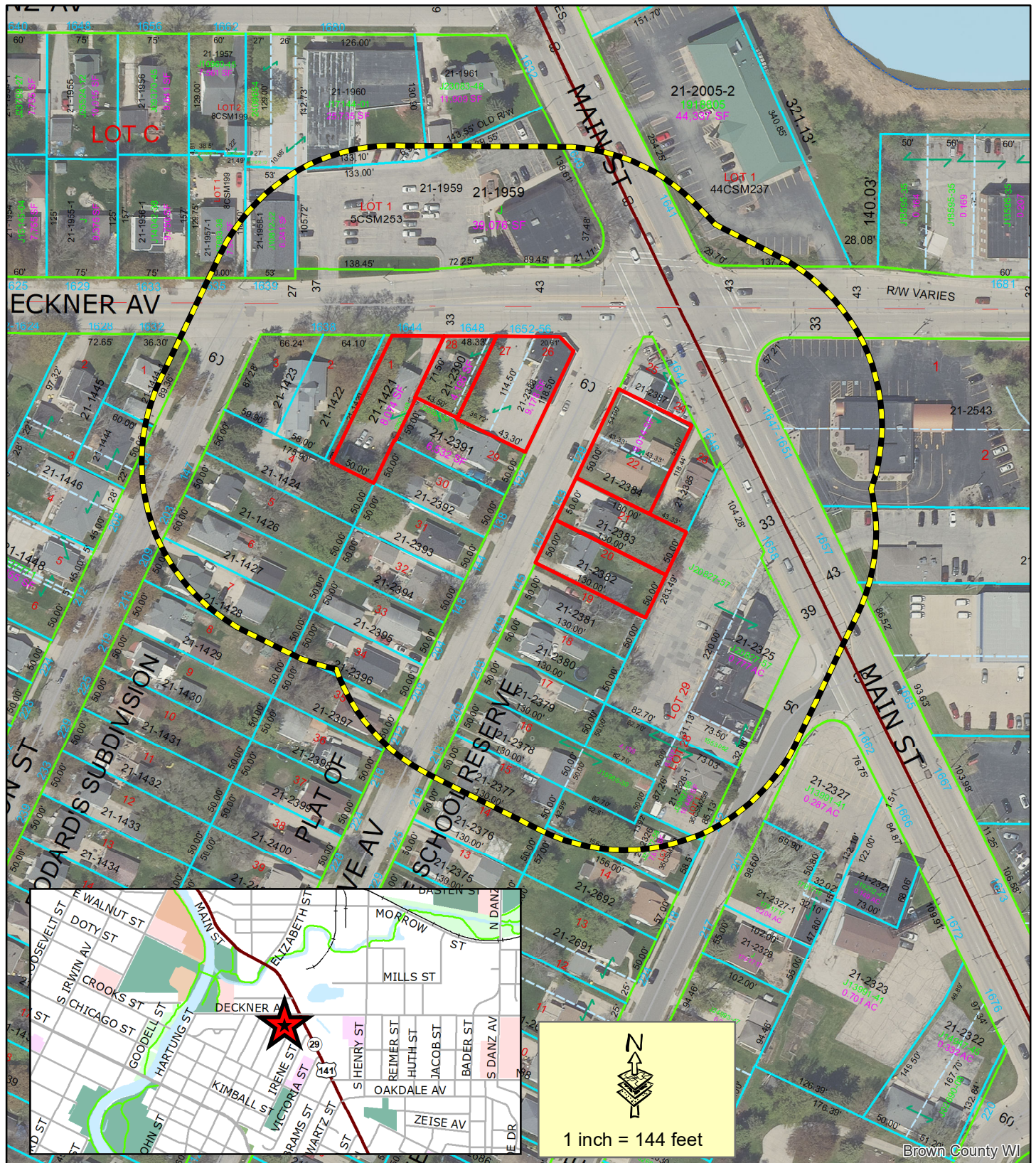
APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

dam
Attachment – Location Map

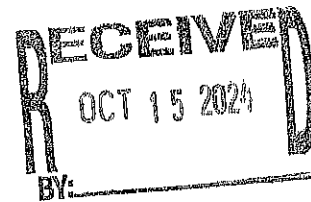


- Subject Area
- 200' Property Owner Notice

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 Oak Grove Ave
from General Commercial (C1) to
Office-Residential (OR)





CITY OF GREEN BAY

STATE OF WISCONSIN

COMMON COUNCIL

BROWN COUNTY

CITY OF GREEN BAY
100 N. JEFFERSON STREET
GREEN BAY, WI 54301,

Petitioner,

v.

LUCK WEIXI THERAPY LLC
989 W. MASON STREET
GREEN BAY, WI 54303

Respondents.

COMPLAINT

HERE COMES the City of Green Bay, Petitioner, by its attorney, Assistant City Attorney Rachel Maes, requesting revocation under § 10-95(g)(1)a of the Green Bay Municipal Code of the Massage Establishment license granted to Luck Weixi Therapy LLC, Respondent, granted by Common Council on July 30, 2024, and states as follows:

1. Petitioner, the City of Green Bay, is a city as defined in Wis. Stats. Ch. 62., with its offices at 100 North Jefferson Street, Green Bay, WI 54301.
2. The City of Green Bay, by and through its Common Council, has the authority to grant and revoke Massage Establishment Licenses pursuant to Ch. 10 of the City of Green Bay's Municipal Code, adopted from Wis. Stats. Ch. 134.

3. Respondent, Luck Weixi Therapy LLC, by the care of Weiwen Zhu, with a principal establishment of 989 W. Mason Street, Green Bay, WI 54304, applied for a Massage Establishment License, to be granted by The Petitioner, through its Common Council, on July 30, 2024 (Exhibit 1).
4. The Petitioner, through its Common Council, granted the License to Weiwen Zhu, to be an operational Massage Establishment under the entity of Luck Weixi Therapy LLC, by the care of Weiwen Zhu, with a principal address of 989 W. Mason Street, Green Bay, WI 54304.
5. The Petitioner, as of September 6, 2024, has been made aware that the Massage License Establishment granted to Luck Weixi Therapy LLC, is currently operating as Tulip Spa, by the care of Xi Filion, whose principal address is 989 West Mason Street, Green Bay, WI 54301, made known to The Petitioner by its agency, the Green Bay Police Department.
6. Xi Filion informed The Petitioner that the application was submitted on behalf of Weiwen Zhu because her English isn't very good. Xi Filion filled out the application under Weiwen Zhu's name because Weiwen Zhu was thinking about purchasing Tulip Spa, but to date, has yet to purchase the business.
7. The Massage Establishment application was under "Luck Weixi Therapy LLC," which does not exist per the Wisconsin Department of Financial Institutions. "Luck Wenxi Therapy LLC" exists, but the proof of insurance submitted showed coverage for "Laura Garden LLC," a limited liability corporation with Xi Filion listed as the agent.
8. The Massage Establishment application asks if the applicant is a corporation, to which the applicant indicated a response of "No." LLCs are Limited Liability Corporations.

Luck Wenxi Therapy LLC and Laura Garden LLC are both corporations registered with the Wisconsin DFI, so indicating that the applicant is not a corporation is inaccurate information provided in the application.

9. Xi Filion, as an individual, has been found guilty of 10 ordinance violations related to the operation of a massage establishment between February of 2016 and May 2023 (Exhibit 2). By listing the applicant as Luck Weixi Therapy LLC with Weiwen Zhu as the agent, Xi Filion evaded disclosing her prior violations when asked "Have you been convicted of any crime or ordinance violation, other than traffic offenses, in the last three years." on the Massage Establishment application that was submitted.
10. Green Bay Municipal Code sec. 10-95(g)(1)a provides as grounds for revocation of a Massage Establishment license, when a licensee who has made or recorded any statement required by Green Bay Municipal Code sec. 10-95, knowing it to be false, fraudulent, or intentionally deceptive.
11. Even if the use of Weiwen Zhu's name on the Massage Establishment License application was done in good faith, Green Bay Municipal Code sec. 10-95(c)(1)b specifies that no license shall be transferred between locations or persons and no massage establishment license shall be sold or be subject to transfer of corporate assets or change of corporate officers or directors unless otherwise authorized by the Common Council. Transfer of license between Weiwen Zhu and Xi Filion would not be permitted under Green Bay Municipal Code, so placing the license under Weiwen Zhu's LLC would not have been appropriate when Xi Filion currently owns and operates Tulip Spa. The application for the Massage Establishment License was not submitted under the name of the current owner or LLC.

THEREFORE, the City of Green Bay is requesting that the Common Council revoke the Massage Establishment License granted to Respondent, based on the above statement of facts, and as authorized by Green Bay Municipal Code § 10-95(g)(1)a, to revoke a Massage Establishment License granted based on an application known to be false, fraudulent, or intentionally deceptive and due to massage therapy, bodywork therapy, or related services performed under the granted license involving sexual acts or contact with intimate parts of a customer impermissible under state law.

Dated this 15th day of October, 2024.

CITY OF GREEN BAY

By: 

Rachel E. Maes
Assistant City Attorney
City of Green Bay
State Bar No. 1097875

MAILING ADDRESS:

City of Green Bay
Law Department
100 N. Jefferson Street, Room 200
Green Bay, WI 54301-5026
Phone: (920) 448-3080
Rachel.maes@greenbaywi.gov

Massage Establishment License

04/30/2024 10:18 AM (CDT)



Massage Establishment License

Background information about the owner of the establishment (GO 4-23, 10-95(C)6a and 6b)).

First Name Weiwen
Last Name Zhu
Phone Number 6083385502
Email Address laurafillon11@gmail.com
Date of Birth 09/09/1967
Gender Woman
Race Asian
Height 5'5
Weight 130
Hair Color balck
Eye Color Black
Home Address 1704 Western Ave Green Bay, WI 54304, Apt B

Please provide occupation information for the last two years.

Occupations

i. Occupation

Massage

Name of Business

Luck Weixi Therapy LLC

Address of Business

989 W Mason St, Green Bay WI, 54303

Phone Number of Business

6083385502



Have you had a similar license suspended or revoke in any jurisdiction?

No

Have you been convicted of any crime or ordinance violation, other than traffic offenses, in the last three years?

No

Massage Establishment Address 989 W Mason St

Phone 6083385502

Email Address laurafilion11@gmail.com

Is your business a corporation?

No

Massage therapists or bodywork therapists who have an arrangement with the applicant practice to administer or offer to practice/administer massage therapy or bodywork therapy ((GO 4-23, 10-95(C)6e and 6f)).

Massage/Bodywork Therapist Information

i. First and Last Name

Weiwen Zhu

Home Address

1704 Western Ave Apt B

City

Green Bay

State

WI

ZIP Code

54303

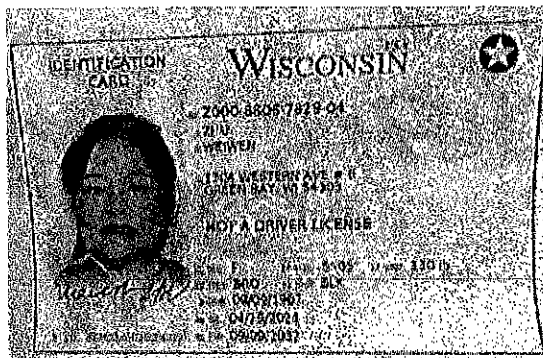
Personal Phone Number

9202535656

State License Number

13918-146

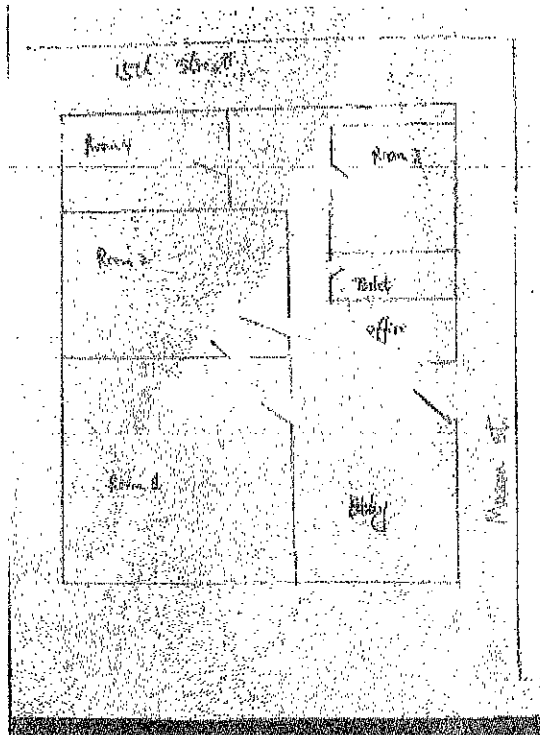
Upload Copy of WI State ID or Drivers License



Floor plan (GO 4-23, 10-95(C)8g).

Please draw your floor plan on a piece of paper, detailing the rooms where the massage therapy or bodywork therapy will take place, the reception area, the restrooms and any other areas accessible to clients.

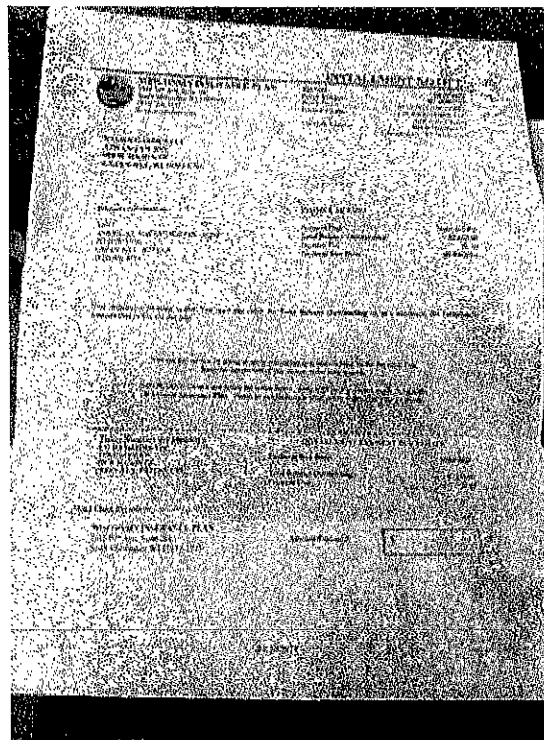
Upload Floor Plan



Malpractice insurance (GO 4-23, 10-95(C)6h).

Please provide a copy of your malpractice insurance. Your insurance company must be licensed in Wisconsin. The certificate should show that your insurance is no less than one million dollars (\$1,000,000.00) in coverage, per employee.

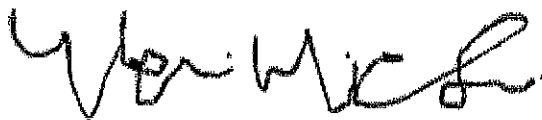
Upload Malpractice Insurance



We, the undersigned, being the applicant and/or an individual in the partnership or joint venture, verify that the information in this application is true and correct.

Electronic Signature Agreement • I agree

Electronic Signature

A handwritten signature in black ink, appearing to read "Yon H. K. S.", written over a horizontal line.

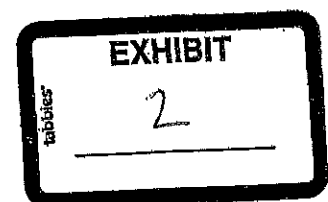
Green Bay Municipal Court
MNI - Citation History

Xi Wang Fillion
989 W. Mason St.
Green Bay, WI 54303

Green Bay Municipal Court
330 S Jefferson St
Green Bay, WI 54301
920-448-3131

Date of Birth: 01/05/1971 MNI #: 00132036

Citation #	Agency	Offense	Violation Date	Finding Date	Finding	Viol. Status	Status Date	Total Due	Total Paid	Balance Due
IN003972	INSP	Violation of Housing Code	05/23/2023	06/30/2023	GUL	CLOS	01/30/2024	\$ 565.00	\$ 565.00	\$ 0.00
2322729255801	GBPD	Operate Massage/BodyWork without License	05/23/2023	08/17/2023	GUL	CLOS	01/30/2024	\$ 376.00	\$ 376.00	\$ 0.00
IN003971	INSP	Violation of Housing Code	05/11/2023	06/30/2023	GUL	CLOS	01/30/2024	\$ 565.00	\$ 565.00	\$ 0.00
2320346953401	GBPD	Operate Massage/BodyWork without License	01/19/2023	03/13/2023	GUL	CLOS	06/13/2023	\$ 691.00	\$ 691.00	\$ 0.00
2226796853401	GBPD	Operate Massage/BodyWork without License	12/12/2022	03/13/2023	GUL	CLOS	06/13/2023	\$ 691.00	\$ 691.00	\$ 0.00
2226763653403	GBPD	Operate Massage/BodyWork without License	12/10/2022	03/13/2023	GUL	CLOS	06/13/2023	\$ 691.00	\$ 691.00	\$ 0.00
2226612253403	GBPD	Operate Massage/BodyWork without License	12/02/2022	03/13/2023	DISM	DISM	03/13/2023	\$ 0.00	\$ 0.00	\$ 0.00
BH096822-5	GBPD	Hit And Run-Unattended Vehicle	10/07/2022	01/31/2023	GDFL	CLOS	06/13/2023	\$ 187.00	\$ 187.00	\$ 0.00
2222550453401	GBPD	Operate Massage/BodyWork without License	05/20/2022	07/20/2022	GUL	CLOS	07/25/2022	\$ 691.00	\$ 691.00	\$ 0.00
2021465046401	GBPD	Operate Massage/BodyWork Therapy w/out License	12/07/2020	01/27/2021	GDFL	CLOS	05/04/2022	\$ 691.00	\$ 691.00	\$ 0.00
2020111046401	GBPD	Operate Massage/BodyWork Therapy w/out License	01/29/2020	03/19/2020	GUL	CLOS	05/04/2022	\$ 691.00	\$ 691.00	\$ 0.00
IN002553	GBPD	Violation Of Zoning Code	02/23/2016	04/13/2016	GDFL	CLOS	06/13/2016	\$ 691.00	\$ 691.00	\$ 0.00
Number of Citations:		12	Grand Total:					\$ 6,530.00	\$ 6,530.00	\$ 0.00



Wisconsin.Gov



State of Wisconsin

Department of Financial Institutions

Search for:
luck weixi

[Search](#)
[Advanced Search](#)
[Name Availability](#)
Search Records

Corporate Records

0 records for **luck weixi**. (0.03 s, at 12/2/2024 8:45 AM)

Sorry, your search returned no records.

- try using fewer words
- or, if using just letters or initials, try adding another word
- check for misspellings
- try an [advanced search](#)

Perhaps the entity you're searching for is not on record. CRIS is limited to those entities in existence on, or created since, 01/01/1977. Contact the department at 608-261-7577 for guidance on obtaining information on entities dissolved, merged or withdrawn prior to 01/01/1977.



State of Wisconsin

Department of Financial Institutions

Search for:
luck wenxi

Search Records

[Search](#)
[Advanced Search](#)
[Name Availability](#)

Corporate Records

Result of lookup for **L081280** (at 12/2/2024 8:46 AM)

LUCK WENXI THERAPY LLC

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

Vital Statistics

Entity ID	L081280
Registered Effective Date	04/19/2024
Period of Existence	PER
Status	Organized Request a Certificate of Status
Status Date	04/19/2024
Entity Type	Domestic Limited Liability Company
Annual Report Requirements	Limited Liability Companies are required to file an Annual Report under s. 183.0212, WI Statutes.

Addresses

Registered Agent Office

WEIWEN ZHU
989 W MASON ST
GREEN BAY , WI 54303

[File a Registered Agent/Office Update Form](#)

Principal Office

989 W MASON ST
GREEN BAY , WI 54303
UNITED STATES OF AMERICA

Historical Information

Annual Reports	None
Certificates of Newly-elected Officers/Directors	None
Old Names	None

Chronology				
	Effective Date	Transaction	Processed Date	Description
	04/19/2024	Organized	04/19/2024	E-Form

[Order a Document Copy](#)

CITY OF GREEN BAY

STATE OF WISCONSIN

COMMON COUNCIL

BROWN COUNTY

CITY OF GREEN BAY
100 N. JEFFERSON STREET
GREEN BAY, WI 54301,

Petitioner,

v.

LUCK WEIXI THERAPY LLC
989 W. MASON STREET
GREEN BAY, WI 54303

Respondents.

SUMMONS

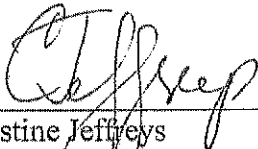
You are hereby notified that Rachel E. Maes, Assistant City Attorney for the City of Green Bay, has filed a sworn Complaint against you with the Office of the City Clerk. The Complaint, which is attached, states the nature and basis of this action.

You are commanded to appear before the City of Green Bay Common Council on Tuesday, December 3, 2024, at 6:00 PM, or as soon thereafter as the Common Council may hear this matter, at the City of Green Bay Common Council Chambers, 2nd Floor, Green Bay City Hall, 100 N Jefferson Street, Green Bay, WI, 54301, to show cause why the Massage Establishment License issued to you for the license year commencing July 30, 2024, should not be suspended or revoked under § 10-95(g)(1)a of the Green Bay Municipal Code and Wis. Stats. Ch. 62.

This Summons shall be personally served upon the Licensee as provided in Wisconsin Statutes Chapter 801.

Dated this 12th day of November, 2024.

CITY OF GREEN BAY

By: 
Celestine Jeffreys
City of Green Bay City Clerk

MAILING ADDRESS:

City of Green Bay
100 N. Jefferson Street, Room 106
Green Bay, WI 54301-5026
Phone: (920) 448-3010



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

MEETING DATE

December 3, 2024

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

To approve the request by Mohamed Farah, 802 Cora Street, to allow for year-round overnight on-street parking permission for three vehicles due to family having five vehicles and only two parking spaces with the exception of snow emergencies.

BACKGROUND

Mohamed Farah is requesting year-round overnight on-street parking permission for three vehicles due to the family having five vehicles for both parents and three adult children living at home. Their driveway has only two parking spaces. The three vehicles would be parked on Cora Street and/or S. Oakland Avenue. Vehicles would not be allowed to park on-street during snow emergencies.

RECOMMENDATION

Green Bay Parking Division recommends granting this permission.

FISCAL IMPACT

None

ATTACHMENTS

None



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # M.2

To approve the request by Richard Luxton, 2646 Sequoia Lane, to allow for 30 overnight on-street parking permission requests between April 1 and November 1 to park his recreational vehicle on the street.

BACKGROUND

Richard Luxton is requesting 30 overnight on-street parking permission requests between April 1 and November 1 to park his recreational vehicle on the street. Richard would be calling in each request as needed.

RECOMMENDATION

Green Bay Parking Division recommends granting this permission.

FISCAL IMPACT

None

ATTACHMENTS

None



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

MEETING DATE

December 3, 2024

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

To approve the request by Kelly and Tracey Giannunzio, 1245 7th Street, to allow for 8 overnight on-street parking permission requests between Memorial Day and October 31 to park their camper and truck on the street.

BACKGROUND

Kelly and Tracey Giannunzio are requesting 8 overnight on-street parking permission requests between Memorial Day and October 31 to park their camper and truck on the street. Kelly and Tracey would be calling in each request as needed.

RECOMMENDATION

Recommendation – Green Bay Parking Division recommends granting this permission.

FISCAL IMPACT

None

ATTACHMENTS

None



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # M.4

To approve the request by James and Kim Reynebeau, 2641 Zak Lane, to allow for year-round overnight on-street parking permission for one vehicle due to their son's need for nursing care with the exception of snow emergencies.

BACKGROUND

James and Kim Reynebeau are requesting year-round overnight on-street parking permission for one vehicle due to the need for 24/7 nursing care for their son. The vehicle would not be allowed to park on-street during snow emergencies.

RECOMMENDATION

Green Bay Parking Division recommends granting this permission.

FISCAL IMPACT

None

ATTACHMENTS

None



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # M.5

To approve the request by Pilgrim Lutheran Church to install and maintain two pedestrian ramps into the west half of Chateau Drive cul-de-sac bulb.

BACKGROUND

Church is proposing these two ramps to enhance handicap access to the church grounds.

RECOMMENDATION

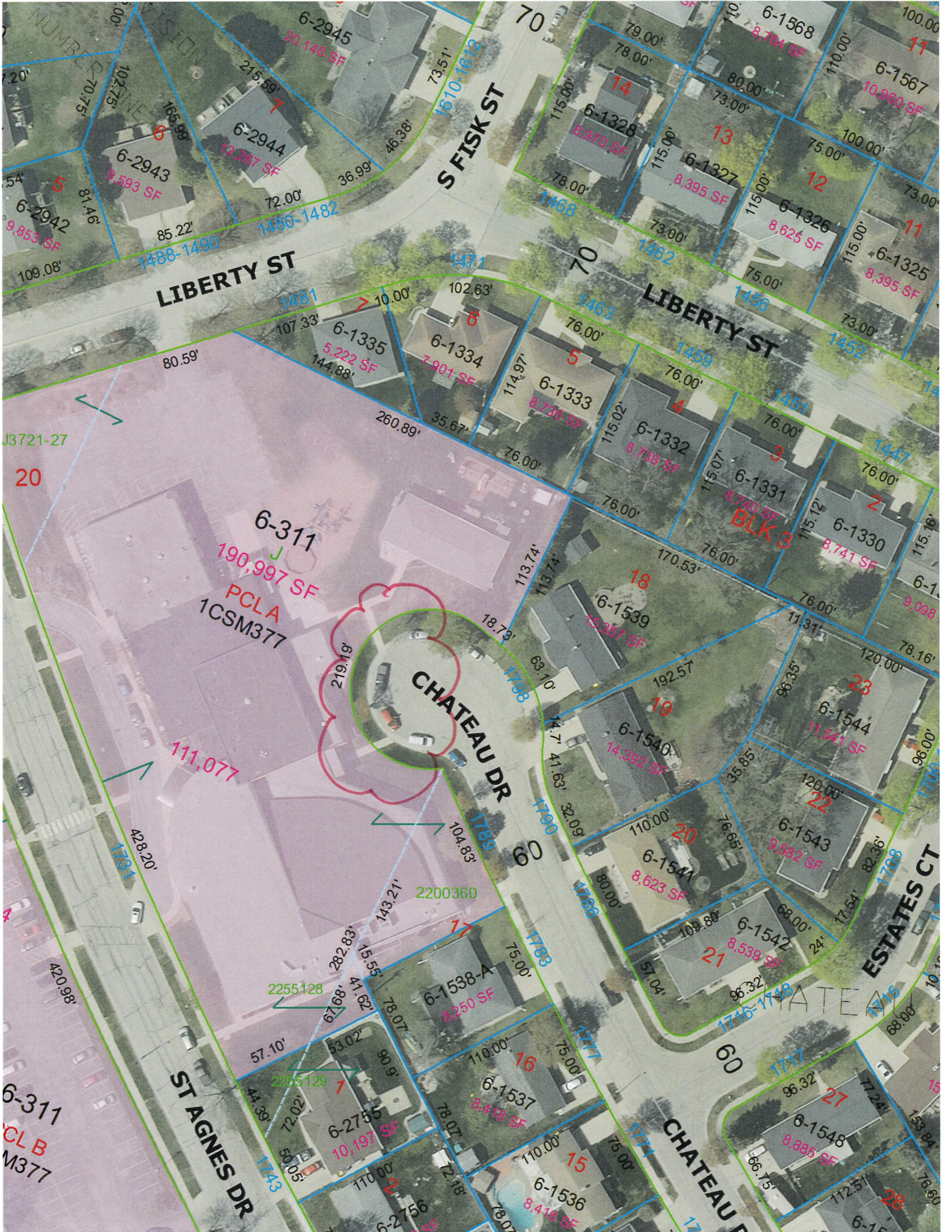
Department of Public Works does not recommend installing the ramps because it promotes pedestrians to walk in the street.

FISCAL IMPACT

None

ATTACHMENTS

- I. Pilgrim Lutheran Church Map





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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # M.6

To approve the request by Great Lakes TV Seal to enter into an annual Master Agreement for access to the City of Green Bay Sanitary Sewer Mains and Laterals.

BACKGROUND

Certain providers of Closed Circuit Television (CCTV) inspection of sanitary sewers request access to the City's sanitary sewers for the purpose of locating both the sewer mains and laterals ahead of trenchless utility installation, like gas main borings and telecommunication/fiber optic directional drilling. By correctly locating the underground sewer facilities, drilling contractors are significantly less likely to cross bore through our sewers, causing damage to our lines and potentially creating sanitary backups. In addition to preserving our facilities, CCTV inspection by these firms provides an additional set of eyes within our sewers, increasing the amount of sanitary sewer we can visually inspect each year. As part of these access agreements, the contractors are obligated to report to us any issues, blockages, or anomalies observed while they are doing their primary tasks.

Great Lakes TV Seal is a contractor that the City uses for our own contracts to provide CCTV services. We are comfortable with their staff, equipment, and expertise performing work for us, and are comfortable that they will perform a similar caliber of work for private utility locating.

RECOMMENDATION

Approve the request.

FISCAL IMPACT

None

ATTACHMENTS

None



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # M.7

To approve the request by Intercon Construction, Inc. to enter into an annual Master Agreement for access to the City of Green Bay Sanitary Sewer Mains and Laterals.

BACKGROUND

Certain providers of Closed Circuit Television (CCTV) inspection of sanitary sewers request access to the City's sanitary sewers for the purpose of locating both the sewer mains and laterals ahead of trenchless utility installation, like gas main borings and telecommunication/fiber optic directional drilling. By correctly locating the underground sewer facilities, drilling contractors are significantly less likely to cross bore through our sewers, causing damage to our lines and potentially creating sanitary backups. In addition to preserving our facilities, CCTV inspection by these firms provides an additional set of eyes within our sewers, increasing the amount of sanitary sewer we can visually inspect each year. As part of these access agreements, the contractors are obligated to report to us any issues, blockages, or anomalies observed while they are doing their primary tasks.

RECOMMENDATION

Approve the Request

FISCAL IMPACT

None

ATTACHMENTS

None



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # M.8

To approve the request by Department of Public Works to purchase software and consulting services for the Facilities Management Division of the Department of Public Works.

BACKGROUND

To aid in Capital Improvements planning and maintenance, the Facilities Management Division of DPW is building a database of City facilities and major components. DPW investigated 3 different options to manage this data and determined FaciliCAD to be the most cost effective and efficient method.

RECOMMENDATION

Department of Public Works recommends purchasing the FaciliCAD program and consultant services to assist in creating the database.

FISCAL IMPACT

Council previously approved the reallocation of funds to be utilized to obtain software and consulting services for the Facilities Management Division. These funds will cover the proposed costs.

ATTACHMENTS

- I. Estimate # 1220-City of Green Bay-faciliCAD Implementation-Client Hosted



310 Pine St
Green Bay, WI 54301

Estimate

Date	Estimate #
9/11/2024	1220

Name / Address
City of Green Bay

Description	Qty	Rate	Total
Estimate for Client Hosted Install			
faciliCAD computer-aided facility management software (perpetual licenses) includes server components with unlimited user access licenses for the faciliCAD Desktop applications (CAD Manager Client, Data Manager Client, and Report Viewer Client. The server components require Microsoft SQL Server 2008 R2-2022 (not included). For smaller implementations, Microsoft SQL Server Express 2008 R2-2022 is also supported. The CAD Manager client requires AutoCAD or an AutoCAD-based product (not included) version 2018 – 2025.		12,000.00	12,000.00
One year software maintenance for faciliCAD desktop components, the CAD Manager Client, the Data Manager Client, and the Move Manager Client includes all updates and upgrades. This service is renewed annually and requires prior client approval and a PO from the client.		1,800.00	1,800.00
faciliCAD Web Software (perpetual licenses) includes server components with unlimited Internet/Intranet user access for the Web Interface. It requires Microsoft SQL Server 2008 R2-2022 (not included). For smaller implementations of five or fewer concurrent users, Microsoft SQL Server Express 2008 R2-2022 is also supported.		12,000.00	12,000.00
One year software maintenance for faciliCAD Web includes all updates and upgrades. This service is renewed annually and requires prior client approval and a PO from the client.		1,800.00	1,800.00
Total			



310 Pine St
Green Bay, WI 54301

Estimate

Date	Estimate #
9/11/2024	1220

Name / Address
City of Green Bay

Description	Qty	Rate	Total
Client Hosted – with faciliCAD Web. typical services required for a Client Hosted Implementation including the Web Manager. Unused time, if any, is banked for future support needs. Data and drawing preparation services are not included as they can vary significantly. Pre-Implementation - Project Management - Pre-Implementation Meetings and Coordination - Hardware and Installation Meeting Implementation -Software Install and Configure - faciliCAD Server Data Structure Installation and Configuration - faciliCAD Desktop Installation and Configuration - faciliCAD Web Installation and Configuration - User Control login setup - Training - Data Manager - CAD Manager - faciliCAD Web -Drawing Viewer -Data Manager - Implementation – Live Data Post-Implementation - Wrap Up Meeting		8,575.00	8,575.00
Total			



310 Pine St
Green Bay, WI 54301

Estimate

Date	Estimate #
9/11/2024	1220

Name / Address
City of Green Bay

Description	Qty	Rate	Total
Drawing Creation and Data Entry			
Create faciliCAD FM Drawings for all Campuses. @ \$175/hr	51	175.00	8,925.00
Data Migration refers to transferring data from existing electronic tabular files to the faciliCAD database. This data can originate from a number of sources (Human Resources People Management software, database files spreadsheets... Once the client gather the pertinent data, faciliCAD requires the data to be in some sort of flat file (Spreadsheet, CSV file...)	20	175.00	3,500.00
Municipal Garages189,900			
519 South Oneida StreetShop/Garage (W)96,500			
519 South Oneida StreetHeated Garage - Bldg H (W) 7,500			
519 South Oneida StreetCold Storage I - Bldg F (W)6,000			
519 South Oneida StreetCold Storage II - Bldg G (W)2,200			
519 South Oneida StreetSalt Shed (W)22,000			
1190 Lore LaneVehical Storage (W)21,000			
1820 Mills StreetShop/Garage (E) 25,000			
1820 Mills StreetElectrical Shop (E) 7,500			
1820 Mills StreetSalt Shed (E)2,200			
Department of Public Works20,000			
2228 North QuincyParking Utility Sand Storage1,000			
2228 North QuincyCold Storage/Pole Building (#3)3,500			
2228 North QuincyCold Storage/Pole Building (#4)7,500			
North Military & HurlburtIncinerator/Cold Storage (Military)8,000			
Police Department 73,700			
307 South Adams StreetGreen Bay Police Dept.51,200			
2230 North QuincyGBPD Cold Storage/Pole Building1,000			
2228 North QuincyOld Incinerator / Storage (Quincy)9,000			
330 South JeffersonMunicipal Court12,500			
Fire Department85,100			
501 South Washington StreetFire Station #110,350			
929 University AvenueFire Station #29,150			
885 Shawano AvenueFire Station #313,100			
Total			



310 Pine St
Green Bay, WI 54301

Estimate

Date	Estimate #
9/11/2024	1220

Name / Address
City of Green Bay

Description	Qty	Rate	Total
2650 West Point RoadFire Station #414,500 2310 Finger RoadFire Station #515,000 1701 West Mason StreetFire Station #610,000 3489 West Humboldt RoadFire Station #78,500 1820 Mills StreetMaintenance Shop4,500 Parks Department153,880 100 North JeffersonCity Hall96,880 919 Crocker St.Main Parks Shop & Maintenance31,500 842 Phoebe St.842 Phoebe Parks Shop4,500 838 Phoebe St.838 Phoebe Rec Shop2,500 919 Crocker St.Parks Storage (Back Lot)5,500 1000 Crocker St.Old Parks Shop Storage13,000			
Create closed boundary objects (polyline or space objects) to identify the location, size, and shape of spatial objects within the drawing. These spatial boundaries will later be used to link physical space to the faciliCAD database. Pricing @ .05 Sqft and is based upon drawing complexity and project requirements.	522,580	0.05	26,129.00
Create room records within the faciliCAD database. Assign Room Class and Room Type to each room. Link room records within the faciliCAD database to faciliCAD spatial objects in the drawing. Pricing is per square foot and is based upon drawing complexity and project requirements. at .03 SqFt	522,580	0.03	15,677.40
Data Maintenance, Training and Support to include: -Updating Base Drawings -Updating FM Drawings -Updating Spatial Database Information -Product Phone Support -Supplemental Training -Report and Query Creation All time to be billed at \$175/hr			0.00
Total			\$90,406.40



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # M.9

To approve the request by Department of Public Works to award contract PARKS 7-24 "METRO BOAT LAUNCH IMPROVEMENTS" at a staff level and report the award at the next Improvement and Services Committee meeting.

BACKGROUND

The City received NRDA grant funds to replace the floating docks at Metro Boat Launch and provide improved land-base fishing opportunities. The docks project is complete, the improvements project will replace pavement approaches to the launches and provide ADA land-based fishing along the shoreline. The grant completion date is June 30th, 2025. The project is scheduled to bid December 17, 2024.

RECOMMENDATION

Approve the award at staff level to minimize delays in executing the contract.

FISCAL IMPACT

Funds for this project are a combination of NRDA grant funds and CIP approved funds.

ATTACHMENTS

None



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # M.10

To approve the following plat right-of-way: Manitowoc Road sidewalk, State Highway 29 to Hemlock Drive - Project ID 4987-14-00/71.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # M.I I

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

A. Granting of Licenses

I. Sidewalk Builder

a. Site Services of Wisconsin

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # N.I

To approve an appeal by Michael Esser regarding the denial of his operator's license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. appeal
2. ESSER NOTICE TO ATTEND 2024-10-17
3. ESSER CCAP
4. ESSER CIB



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # N.2

To hold until December 9 an appeal by Merle Alexander regarding the denial of her Operator license, previously held at the October 21, 2024 Protection & Policy Committee meeting.

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
10. presence requested



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # N.3

To approve a request by the Sardine Can at 128 S. Broadway to extend their license premises on April 21, 2025 to April 28, 2025 to their back parking lot.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. NFL Draft Party Map 2025
2. 2025 NFL Draft Party Application Letter
3. RESPONSE



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # N.4

To approve an original application for "Titledown Coin, LLC" at 631 Bellevue St. with a license premises description as "bar on main floor, outdoor beer garden upstairs, pool table area," (Currently licensed as CJK Charles Corp).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 631 org application



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # N.5

To approve a request by Green Bay Koi, Inc. at 1593 W. Mason to extend the issuance of their liquor license to December 31.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. LIQUOR EXTENSION REQUEST



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # N.6

To approve an extension request on the issuance of the Reserve "Class B" Liquor and Class "B" Beer license at 1860 University Ave. to December 18, 2024.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 1860 UNIVERSITY EXTENSION REQUEST



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # N.7

To refer a communication from Ald. Proffitt to staff to draft an ordinance amending municipal code Sec. 44-469 (1) to read "Rummage sales. Rummage sales shall be limited to a total of no more than four events for a total of sixteen days of operation per calendar year at any residential location".

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024-11-11 Dist 7 to P and P 2

From: noreply@civicplus.com
To: [Celestine Jeffreys](#); [Eric Genrich](#); [Amaad Rivera](#); [Joseph Faulds](#); [Craig Stevens](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Monday, November 11, 2024 12:08:57 PM

Alders' Petitions and Communications

Name	Alyssa Proffitt
Committee Name	Protection and Policy Committee
Text of Communication	To refer to staff the possibility of amending municipal code Sec. 44-469 (1) to read "Rummage sales. Rummage sales shall be limited to a total of no more than four events for a total of sixteen days of operation per calendar year at any residential location".

Email not displaying correctly? [View it in your browser.](#)



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # N.8

To approve General Ordinance 29-24, an amendment to Green Bay Municipal Code 40-139 relating to electric scooter regulations.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 29-24 Relating to Electric Scooter Regulations

GENERAL ORDINANCE NO. 29-24

**AN ORDINANCE
AMENDING SECTION 40-139,
GREEN BAY MUNICIPAL CODE,
RELATING TO ELECTRIC SCOOTER REGULATIONS**

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

SECTION 1. Section 40-139(a), Green Bay Municipal Code, is hereby amended to read:

Defined. Electric scooter means a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than ~~15~~ **20** miles per hour on paved level surface when powered solely by the electric motor.

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

12/03/2024



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # N.9

Informational Only: Liquor Violation Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Comm Police P&P 11.13.24
2. 24-25LiqVio 11.13.24



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # N.10

Informational Only: Massage Establishment Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. 24-25MassVio 11.13.24

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 24-246879 2424687955802	Star Massage 1136 W Mason St	09/05/2024 Violation of Massage Therapy/Bodywork Therapy Licensing	Court Date: 11/07/2024
Xi W. Fillion 24-256685 2425668543901	Star Massage 1136 W Mason St	10/24/2024 General Massage Parlor Violations	Court Date: 12/19/2024



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # N.II

Informational Only: Liquor Licensing Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024-II-18 Clerk's Office Liquor Licensing Report



Clerk & Treasurer's Office
100 North Jefferson Street - Room 106
Green Bay, Wisconsin 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov

Phone 920.448.3010
Fax 920.448.3016

Licenses Granted by Council, not yet issued as of November 12, 2024

License Type	Company Name	Trade Name	Address	Approver
Class "B" Beer & "Class B" Liquor- Reserve	The Spices of Green Bay, LLC	Spices Restaurant & Bar	1860 University	Payment, Inspections Granted 10.17.23. Waiver requested and granted until April 30, 2024. Second waiver requested and reviewed a June 3 P&P Meeting. Extension expires September 1. Letter sent 9/27/2024 to request a extension and respond by Tuesday, October 15. Extension filed.
Class B Beer Class C Wine	GREEN BAY KOI, INC	KOI RAMEN	1593 W MASON ST	PAYMENT, INSPECTIONS. GRANTED AT COUNCIL MAY 21, 2024. Notice from Clerk's Office for extension request sent 8/14/2024, applicant submitted 8/19/2024 and request to be considered at the September 17 Council Meeting. Extension request requested until October 31, 2024. Extension filed.
Reserve- Class B Beer and Class B Liquor	The Irish Temper, LLC	The Irish Temper	240 N Broadway	Payment, Inspections. Granted at Council on 10/15/2024.

Opening Delays? All liquor licenses are granted by Council with the intention a liquor license will be issued within 60 days. Please communicate, in writing, any opening-day delays to the Clerk's Office and provide a new anticipated opening date. Please review our [Extension Request Fact Sheet](#) for instructions. Then, fill out the [Extension Request Form](#) to file an issuance extension with the Clerk's Office.

Summary of Licenses Granted and Issued for Class “B” Beer & “Class B” Liquor Licenses:

The City of Green Bay has a quota of 172 available “Class B” Liquor and Class “B” Beer licenses under state law.

The City of Green Bay will release one license to the pool of available on Wednesday, December 4, 2024.

The City of Green Bay may only take the number of applications to the number of licenses available. Applications are considered to those who apply with a fully completed application and first in time.

The new application paperwork can be found at:

<https://greenbaywi.gov/264/Liquor-Sales---New-Establishments>

Summary of Licenses Granted and Issued for Reserve Liquor Licenses:

The City of Green Bay has a quota of 32 Class B Combination Liquor and Beer Reserve licenses under state law.

The City of Green Bay has 3 Class B Combination Liquor and Beer Reserve issued (The Legacy Green Bay, LLC at 1004 Brett Favre Pass, Vast Properties Group, LLC, at 401 N. Washington St., and Fiesta Latina Restaurant Bar, LLC at 1911 University Ave).

The City of Green Bay has 1 granted “Class B” Liquor and Class “B” Beer license that has not yet been issued.

A Reserve liquor license in the City of Green Bay costs \$10,000 (one-time non-refundable issuance fee) plus the license fee prorated. The license shall not be transferred or surrendered.



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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # N.12

Informational Only: The release of one "Class B" Liquor and Class "B" Beer license to the pool of available liquor licenses on Wednesday, December 4, 2024 at start of business day.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

December 3, 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

Danforth, Cheryl L
Delfosse, Angela K
Englebert, Brady S
Heins, Grace E
Johnson, Tammy L
Johnson, Trever K
Karlin JR, Randall J
Melotte, Paige R
Mulkey, Taylor J
Murray, Kari L
Nate, Crystal T
Norenberg, Erich A
Popour, Misti H
Riggle, Erin L
Sargent, Noah B
Schroeder, Shelley L.
Schulze, Robert N
Wichmann, Richard A.



Report to the Green Bay Plan Commission

MEETING DATE

December 3, 2024

PREPARED BY

Wendy Townsend, Economic Coordinator

AGENDA ITEM # P.I

To approve the request by On Broadway Inc., (OBI) to approve their 2025 Business Improvement District Operating Plan.

BACKGROUND

Each year the City of Green Bay's Business Improvement Districts are required to submit their annual operating plans to the Green Bay Plan Commission for review and approval. The attached 2025 Operating Plan has been approved by the DGBI BID Board and has been reviewed by the City's Attorney.

RECOMMENDATION

Approve the DGBI 2025 Operating Plan as submitted.

FISCAL IMPACT

ATTACHMENTS

1. 2025 DGBI Operating Plan
2. 2025 DGBI District I OP Attorney Letter-11.25.14

2025
Downtown Green Bay, Inc.
BUSINESS IMPROVEMENT DISTRICT

OPERATING PLAN



Downtown District

The Heart and Soul of Green Bay

Downtown Green Bay, Inc.

130 E. Walnut St. Suite 501

Green Bay, WI 54301

Phone: (920) 437-5972

downtowngreenbay.com

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Relationship to Comprehensive Plan	8
Plan Approval Process	8
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I. INTRODUCTION

A. Background

In 1984, the Wisconsin legislature created 66.1109 (formerly S. 66.608) of the Statutes (see Appendix A) enabling cities to establish Business Improvement Districts (BIDs). The purpose of the law is “to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities.” (1983 Wisconsin Act 184, Section 1, legislative declaration.)

The City of Green Bay received a petition from property owners that requested creation of a Business Improvement District for the purpose of revitalizing and improving the Downtown District business area on Green Bay’s east side. (see Appendix B). The BID law requires that every district have an annual Operating Plan. This document is the 2025 Operating Plan for the Downtown District.

B. Physical Setting

The physical boundaries of the district include Mason Street to the south, Monroe to the east and the Fox and East Rivers bounding the west and north respectively.

II. DISTRICT BOUNDARIES

Please see the map of the district in Appendix C of this plan. A listing of the properties included in the district is provided in Appendix C.

III. PROPOSED OPERATING PLAN

A. Plan Objectives

The objective of the BID is to provide leadership and management for revitalizing the Downtown District. By emphasizing community-based planning, planning that appreciates the advantages of low-cost, modest initiatives over the blockbuster resuscitation efforts of large-scale stand-alone projects the District performs the classic function of the urban neighborhood. Such districts give growth to new businesses, add substance to the local economy and export their innovations to the rest of the City.

B. Proposed Activities - Principal activities to be engaged in by the district during 2025 include:

BUSINESS DEVELOPMENT - DGBI will implement strategies to drive corporate, residential, and retail development by focusing on business recruitment and retention initiatives in partnership with regional and local entities like New North, the City of Green Bay, and Discover Green Bay. Efforts will include promoting available properties and fostering real estate connectivity. Additionally, DGBI will coordinate networking events, host presentations and business tours, and maintain direct engagement with district property and business owners through the "Downtown Insider" monthly newsletter and personal interactions.

2025 Initiatives:

- Evaluate and implement new business recruitment strategies.
- Host three Network with your Neighbor meetings throughout the year.

WELCOMING ENVIRONMENT- DGBI will create an inviting and distinctive environment for residents and visitors by providing amenities such as summer planters, hanging baskets, winter planters, banners, public art, and holiday décor.

Placemaking initiatives will include spring bulb plantings, banners, and lighting projects. Cleanliness efforts will be supported by the Clean Team (paid staff) and the Adopt-A-Block program (volunteers), alongside district-wide clean-up

events. DGBI will also foster relationships with the Green Bay Police and business partners to address vandalism and enhance public safety in the district.

2025 Initiatives:

- Organize placemaking initiatives such as mural and lighting projects in preparation for the 2025 NFL Draft.
- Work with the local Urban Design Firm, ISG and the City of Green Bay on streetscape improvements for the district.

MARKETING AND PROMOTION OF DOWNTOWN - DGBI will promote the BID as a valuable community asset and a unique destination for events, shopping, dining, and business through a mix of digital and traditional marketing channels, including the website, newsletter, social media, print, broadcast, and billboard advertising, to strengthen the Downtown District's brand. Collaborating with the DGBI Events team, specific marketing plans will be developed to attract visitors and boost foot traffic. Additionally, DGBI will partner with the City's Economic Development team to create innovative marketing strategies aimed at recruiting new businesses, supporting existing ones, and attracting residents to the district.

2025 Initiatives:

- Redesign and expand the website and yearly Visitor Guide.
- Create and launch a significant 2025 NFL Draft marketing campaign.

EVENTS – Although BID funding is not used for event expenses, DGBI will continue to activate the downtown district through a year-round calendar of engaging events and activities designed to support downtown businesses and attract both residents and visitors. These events will serve as a platform to showcase the unique offerings of the district, driving foot traffic and creating vibrant experiences that benefit the local economy and strengthen community connections.

2025 Initiatives:

- Coordinate a slate of engaging events during the 2025 NFL Draft.
- Partner with local organizations to support additional Downtown events.

COMMUNITY OUTREACH AND ENGAGEMENT- DGBI will work with community partners to better understand and respond to social issues and their impact on district businesses. We will celebrate diversity, equity, and inclusion through events and initiatives aimed at fostering a more inclusive environment. Additionally, DGBI will explore the development of an ambassador program in collaboration with city and community partners to ensure a safe and welcoming downtown experience for all.

2025 Initiatives:

- Host an annual Safety Summit in collaboration with Public Safety and local community leaders.
- Distribute Resource Guide district wide.

C. Proposed Expenditures – 2025

2025 Proposed Business Improvement District Operating Plan Budget for Downtown Green Bay				
REVENUE			Proposed 2025 Budget	Approved 2024 Budget
	BID Assessment - DGBI		\$ 266,308.00	\$ 267,571.00
	Total Revenue		\$ 266,308.00	\$ 267,571.00
EXPENSES				
Administrative				
	Allocation toward DGBI Staffing		\$ 154,358.00	\$ 125,671.00
Operating Expenses				
	Office Supplies & Equipment		\$ 2000.00	\$ 2,500.00
	Phone/Internet		\$ 2800.00	\$ 3,200.00
	Dues, Fees and Subscriptions		\$ 3350.00	\$ 3,000.00
	Conferences/Professional Devel.		\$ 4,000.00	\$ 5,000.00
	Insurance		\$ 11,000.00	\$ 10,000.00
	Lease/Rental Fees		\$ 25,000.00	\$ 22,000.00
	Total Operating Expenses		\$ 48,150.00	\$ 45,900.00
BID Audit/Accounting Services	Annual Audit		\$ 13,800.00	\$ 11,500.00
Marketing/Printing				
	Includes graphic design software, printed and digital promotional materials, website, social media, and promotional giveaways			
	Total Marketing allocations		\$ 15,000.00	\$ 15,000.00
Economic Development				

	Business recruitment and retention, networking		\$ 7,000.00	\$ 7,500.00
Physical Improvements				
	Holiday Wreath Lighting & Décor		\$ 10,000.00	\$ 10,000.00
	Cleanliness - Litter, Weeds		\$ 9,000.00	\$ 9,000.00
	Banner and Bracket Replacements		\$ 4,000.00	\$ 40,000.00
	Public Art		\$ 5,000.00	\$ 3,000.00
	Planters-Paid for by private contributions			
	Washington St. Tree Lights-Paid for by private contributions			
	Total Physical Improvements		\$ 28,000.00	\$ 62,000.00
	Total Expenses		\$ 266,308.00	\$ 267,571.00

D. Financing Method

The proposed expenditures contained in Section C, above, will be financed through the BID assessment. It is estimated that approximately **\$266,308** will be raised through assessments. This amount is a portion of the overall organizational budget of Downtown Green Bay, Inc. Sponsorships and event revenues are anticipated to cover the additional staffing, operating, and event costs. The BID Board shall have the authority and responsibility to prioritize expenditures and to revise the budget as necessary to match the funds available.

E. Organization of BID Board

Upon creation of the BID, the Mayor will appoint members to the district board ("board"). The board's primary responsibility is the implementation of this Operating Plan. This will require the board to negotiate with providers of services and materials to carry out the Plan; to enter various contracts; to monitor development activity; to periodically revise the Operating Plan; to ensure district compliance with the provisions of applicable statutes and regulations; and to make reimbursements for any overpayments of BID assessments.

State law requires that the board be composed of at least five members and that a majority of the board members be owners or occupants of property within the district.

It is recommended that the BID board be structured and operate as follows:

1. Board Size – at least Five
2. Composition - At least three fifths members shall be owners or occupants of property within the district. Any non-owner or non-occupant appointed to the board shall be a resident of the City of Green Bay. The board shall elect its Chairperson from among its members.
3. Term - Appointments to the board shall be for a period of three years except that initially two members shall be appointed for a period of three years, two members shall be appointed for a period of two years, and one member shall be appointed for a period of one year.
4. Compensation – None
5. Meetings - All meetings of the board shall be governed by the Wisconsin Open Meetings Law.

6. Record Keeping - Files and records of the board's affairs shall be kept pursuant to public record requirements.
7. Staffing - The board may employ staff and/or contract for staffing services pursuant to this Plan and subsequent modifications thereof.
8. Meetings - The board shall meet regularly, at least twice each year. The board shall adopt rules of order ("by laws") to govern the conduct of its meetings.

F. Relationship to Downtown Green Bay, Inc.

The BID shall be a separate entity from Downtown Green Bay, Inc., notwithstanding the fact that members, officers and directors of each may be shared. Downtown Green Bay, Inc. shall remain a private non-profit organization, not subject to the open meeting law, and not subject to the public record law except for its records generated in connection with the BID board. The BID shall contract with Downtown Green Bay, Inc. to provide services, in accordance with this Plan. The Downtown Green Bay, Inc. 501C3 Organization will also manage the Olde Main Street BID. The accounting of the BID assessment funds will be tracked in our accounting software. Each BID's income and expenses will be separated by Class and can be reported to the BID Boards at any time.

IV. METHOD OF ASSESMENT

A. Assessment Rate and Method

Parcels Assessed

All tax parcels within the District required to pay real estate taxes, including those taxed by the State as manufacturing, and all parcels used exclusively for manufacturing, will be assessed. Real property used exclusively for residential purposes may not be assessed, as required by the BID law. Residential property will be defined as 100% residential property or owner-occupied properties. Property exempt from paying real estate taxes will not be assessed. Property owned by government agencies will not be assessed.

Levy of Assessment

Special assessments under this 2025 Operating Plan are hereby levied against each tax parcel of property within the District which has a separate tax key number, in the amount shown on the assessment schedule which is attached hereto as Appendix D. The assessment was based on the assessed value of that parcel (land and improvements) as shown in the records of the City Assessor's office in September 2024 except as otherwise identified below.

The principle behind the assessment methodology is that each non-exempt parcel's owners should pay for District development in proportion to the benefits derived. Obviously, not every parcel within the District will benefit equally, thus it has been assumed that hospitality and entertainment uses will derive the most benefit and therefore will contribute to the BID at a higher assessment rate and warehouse uses will benefit the least and therefore contribute at a lower rate.

The 2024 assessment shown on Appendix D was calculated as \$2.28 for each \$1,000 of assessed value for properties whose use is identified as retail, hospitality or entertainment-related and \$.76 for each \$1,000 of assessed value for properties whose use is identified as office/commercial. Appendix C, attached hereto, contains a list of SIC codes identifying these properties.

For properties whose use comprises mixed SIC codes, the property has been identified by the ground level use(s) of any buildings constructed on the property. The ground level use is presumed to be the dominant use of the property. If a ground level has more than two uses, then the property has been identified by the use that makes up more than one half of the ground level square footage. The burden is on the owner to change a property classification from that designated in Appendix D. It must be proven annually by the owner of the property in question to the BID board.

B. Excluded and Exempt Property

The BID law requires explicit consideration of certain classes of property. In compliance with the law the following statements are provided.

1. State Statute 66.1109(1)(f)lm: The district will contain property used exclusively for manufacturing purposes, as well as properties used in part for manufacturing. These properties will be assessed according to the method set forth in this plan because it is assumed that they will benefit from development in the district.
2. State Statute 66.1109(5)(a): Property known to be used exclusively for residential purposes will not be assessed; such properties will be identified as BID Exempt Properties in Appendix D, as revised each year.
3. In accordance with the interpretation of the City Attorney regarding State Statute 66.1109(1)(b), property exempt from general real estate taxes has been excluded from the district. Privately owned tax-exempt property adjoining the district and which is expected to benefit from district activities may be asked to make a financial contribution to the district on a voluntary basis.

V. RELATIONSHIP TO GREEN BAY COMPREHENSIVE PLAN AND ORDERLY DEVELOPMENT OF THE CITY

A. City Plans

Creation of a business improvement district to facilitate District redevelopment is consistent with the City of Green Bay's Comprehensive Plan, Downtown Design Plan and Waterfront Plan and would promote the orderly development of the City in general.

B. City Role in District Operation

The City of Green Bay has committed to helping private property owners in the district promote its development. To this end, the City is expected to play a significant role in the creation of the Business Improvement District and in the implementation of the Operating Plan. In particular, the City will:

1. Provide technical assistance to the proponents of the district through adoption of the Plan and provide assistance as appropriate thereafter.
2. Monitor and, when appropriate, apply for outside funds that could be used in support of the district.
3. Collect assessments, maintain in a segregated account, and disburse the monies of the district.
4. Receive annual audits as required per sec. 66.1109 (3) (c) of the BID law.
5. Provide the board, through the Tax Commissioner's Office on or before June 30th of each Plan year, with the official City records and the assessed value of each tax key number with the district, as of January 1st of each Plan year, for purposes of calculating the BID assessments.

6. Encourage the State of Wisconsin, Brown County and other units of government to support the activities of the district.

VI. PLAN APPROVAL PROCESS

A. Public Review Process

The Wisconsin Business Improvement district law establishes a specific process for reviewing and approving proposed districts. Pursuant to the statutory requirements, the following process will be followed:

1. The City of Green Bay Plan Commission will review the BID audits and approve the proposed Operating Plan. They will provide a recommendation to Council.
2. Common Council will act on the proposed Operating plans.
3. The Common Council will act on the proposed BID Plan.

VII. FUTURE YEAR OPERATING PLANS

A. Phased Development

It is anticipated that the BID will continue to revise and develop the Operating Plan annually, in response to changing development needs and opportunities in the district, in accordance with the purposes and objectives defined in this Operating Plan.

Section 66.1109 (3) (a) of the BID law requires the board and the City to annually review and make changes as appropriate in the Operating Plan. Therefore, while this document outlines in general terms the complete development program, it focuses upon 2025 activities, and information on specific assessed values, budget amounts and assessment amounts are based on 2024 conditions. Greater detail about subsequent year's activities will be provided in the required annual Plan updates, and approval by the Common Council of such Plan updates shall be conclusive evidence of compliance with this Plan and the BID law.

In later years, the BID Operating Plan will continue to apply the assessment formula, as adjusted, to raise funds to meet the next annual budget. However, the method of assessing shall not be materially altered, except with the consent of the City of Green Bay.

B. Amendment, Severability and Expansion

This BID has been created under authority of Section 66.1109 of the Statutes of the State of Wisconsin. Should any court find any portion of this Statute invalid or unconstitutional its decision will not invalidate or terminate the BID and this BID Plan shall be amended to conform to the law without need of reestablishment.

Should the legislature amend the Statute to narrow or broaden the process of a BID so as to exclude or include as assessable properties a certain class or classes of properties, then this BID Plan may be amended by the Common Council of the City of Green Bay as and when it conducts its annual Operating Plan approval and without necessity to undertake any other act. This is specifically authorized under Section 66.1109 (3)(b).

APPENDICES

- A. STATUTE
- B. PETITION
- C. PROPOSED DISTRICT BOUNDARIES

D. 2024 PROJECTED ASSESSMENTS

E. CITY ATTORNEY'S OPINION

APPENDIX A & B:

Wisconsin State Statute "BID Law"

66.1109 Business improvement districts.

(1) In this section:

(a) "Board" means a business improvement district board appointed under [sub. \(3\) \(a\)](#).

(b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.

(c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.

(d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.

(e) "Municipality" means a city, village or town.

(f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:

1. The special assessment method applicable to the business improvement district.

1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.

2. The kind, number and location of all proposed expenditures within the business improvement district.

3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.

4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.

5. A legal opinion that [subds. 1. to 4.](#) have been complied with.

(g) "Planning commission" means a plan commission under [s. 62.23](#), or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

(2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:

(a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under [par. \(b\)](#) has petitioned the municipality for creation of a business improvement district.

(b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.

(c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notice under [ch. 985](#). Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.

(d) Within 30 days after the hearing under [par. \(c\)](#), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40% of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.

(e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.

(3)

(a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.

(b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.

(c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include an independent certified audit of the implementation of the

operating plan obtained by the municipality. The municipality shall obtain an additional independent certified audit upon termination of the business improvement district.

(d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.

(4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits required under [sub. \(3\) \(c\)](#) or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.

(4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

(a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.

(b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under [par. \(c\)](#) and unless the business improvement district is not terminated under [par. \(e\)](#).

(c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under [ch. 985](#). Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

(d) Within 30 days after the date of hearing under [par. \(c\)](#), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.

(e) If after the expiration of 30 days after the date of hearing under [par. \(c\)](#), by petition under this subsection or subsequent notification under [par. \(d\)](#), and after subtracting any retractions under [par. \(d\)](#), the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

(5)

(a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under [s. 70.11](#) may not be specially assessed for purposes of this section.

(b) A municipality may terminate a business improvement district at any time.

(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

History: 1983 a. [184](#); 1989 a. [56](#) s. 258; 1999 a. [150](#) s. [539](#); Stats. 1999 s. 66.1109; 2001 a. [85](#).

APPENDIX C - PROPOSED DISTRICT BOUNDARIES



This is a compilation of records and data located in various Brown County and City of Green Bay offices and is to be used for reference purposes only. The map is controlled by the field measurements between the corners of the Public Land Survey System and the parcels are mapped from available records which may not precisely fit field conditions. Brown County/City of Green Bay are not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

Map provided by City of Green Bay Planning Department: September, 2008.



District Boundary

City of Green Bay
Downtown Green Bay, Inc
Business Improvement District

APPENDIX D- 2024 PROJECTED ASSESSMENTS

Assessment options are based on the type of business occupying the majority of a parcel. Properties that are assessed are coded as follows:

Assessment Rate

- .00228 Retail, Hospitality or Entertainment (BID 3)
- .00076 All other commercial properties being assessed (BID 4)

Parcel	Property Address	Owner Name	Total Value	Assessment	District
11-45	314 N Monroe Ave	Edward M. Wineck	\$205,600	\$469	BID 3
11-46	610 Bodart St	Wagner Robert E & Melida Revocable Living Trust	\$373,800	\$852	BID 3
11-92	416 N Monroe Ave	Green Bay City of	\$0	\$0	BID 3
11-105	529 N Monroe Ave	529 N Monroe Ave Building LLC Etal	\$1,431,500	\$3,264	BID 3
11-115	333 Main St	Hr Green Bay Owner, LLC	\$12,115,200	\$27,623	BID 3
11-116	335 Main St	Hr Green Bay Owner, LLC	\$522,500	\$1,191	BID 3
11-149	310 N Monroe Ave	Main Oriental Market, LLC	\$286,700	\$654	BID 3
11-203	119 N Monroe Ave	Cowles Limited Partnership Etal	\$788,400	\$1,798	BID 3
11-241	103 S Monroe Ave	Tkd Petroleum, LLC	\$491,500	\$1,121	BID 3
12-13	227 N Washington St	Widmer Properties, LLC	\$850,400	\$1,939	BID 3
12-17	219 N Washington St	Ronald L. Smits	\$584,800	\$1,333	BID 3
12-18	217 N Washington St	Heights Land Group, LLC	\$385,400	\$879	BID 3
12-20	213 N Washington St	Cowles Limited Partnership	\$250,000	\$570	BID 3
12-21	209 N Washington St	Aj Todey, LLC	\$519,700	\$1,185	BID 3
12-22	207 N Washington St	Donna K. Muenster	\$265,300	\$605	BID 3
12-23	201 N Washington St	Goelz Jeffrey J Living Trust	\$331,100	\$755	BID 3
12-38-1	130 E Walnut St	Bellin Building, LLC	\$555,200	\$1,266	BID 3
12-38-2	130 E Walnut St Unit B	Bellin Building, LLC	\$638,900	\$1,457	BID 3
12-44	123 S Washington St	Amh, LLC	\$430,300	\$981	BID 3
12-46	121 S Washington St	121 South Washington Investments, LLC	\$184,400	\$420	BID 3
12-47	119 S Washington St	Secora Family Trust	\$247,500	\$564	BID 3
12-115	119 N Adams St	Vice Enterprises, LLC	\$535,500	\$1,221	BID 3
12-116	117 N Adams St	RBN Properties,, LLC	\$222,300	\$507	BID 3
12-117	115 N Adams St	Green Genes Real Estate, LLC	\$356,100	\$812	BID 3
12-120	225 E Walnut St	Liza Rae, LLC	\$232,100	\$529	BID 3
12-121	217 E Walnut St	Vic Theatre Green Bay, LLC	\$346,100	\$789	BID 3
12-138	312 Cherry St	Frankenthal Building, LLC	\$125,800	\$287	BID 3
12-145	218 N Adams St	Vice Enterprises, LLC	\$1,130,000	\$2,576	BID 3
12-147	306 Pine St	A & E Investment Corp	\$828,200	\$1,888	BID 3
12-148	304 N Adams St	304 North Adams Green Bay, LLC	\$10,352,700	\$23,604	BID 3
12-164	201 Main St	Phvif Green Bay, LLC	\$8,262,800	\$18,839	BID 3
12-165	501 N Adams St	Green Bay Redevelopment Authority	\$0	\$0	BID 3
12-190-A	131 S Washington St	131 South Washington, LLC	\$128,300	\$293	BID 3
12-191	129 S Washington St	Karman Development, LLP	\$469,400	\$1,070	BID 3
12-196	301 N Adams St Unit 120	Baylake Food Court Real Estate, LLC	\$934,500	\$2,131	BID 3
12-353	211 E Walnut St	A&M Futures, LLC	\$430,700	\$982	BID 3
12-354	102 N Washington St Unit 4	J Lorraine, LLC	\$881,800	\$2,011	BID 3
12-355	126 N Washington St	Nicolet National Bank	\$155,500	\$355	BID 3
12-356	Cherry St	Nicolet National Bank	\$5,100	\$12	BID 3
12-365	301 N Washington St Unit 1	FE Watermark, LLC	\$334,200	\$762	BID 3
12-366	301 N Washington St Unit 2	FE Watermark, LLC	\$410,500	\$936	BID 3
12-367	301 N Washington St Unit 3	325 North Washington, LLC	\$1,646,900	\$3,755	BID 3
13-2	234 S Washington St	Harp & Eagle Ltd	\$2,203,500	\$5,024	BID 3
13-10	348 S Washington St	Freimann Hotel Building, LLC	\$499,600	\$1,139	BID 3
13-39	321 S Washington St	Sainaam, LLC	\$3,870,000	\$8,824	BID 3
13-49	234 S Adams St	Rummele S Jewelers Inc of Green Bay	\$636,000	\$1,450	BID 3

13-75	345 S Adams St	Mcvey Properties, LLC	\$374,100	\$853	BID 3
13-76	339 S Adams St	William M. Atkinson	\$134,400	\$306	BID 3
15-122	510 S Monroe Ave	Ltb Property, LLP	\$629,500	\$1,435	BID 3
11-1	430 Main St	Manos Holdings Green Bay, LLC	\$2,713,000	\$2,062	BID 4
11-2	330 N Adams St	304 North Adams Green Bay, LLC	\$297,300	\$226	BID 4
11-13	201 N Jefferson St	Associated Kellogg Bank	\$298,800	\$227	BID 4
11-44	Bodart St Unit BLK	Edward M. Wineck	\$63,400	\$48	BID 4
11-53	607 Bodart St	May Marie, Inc	\$345,800	\$263	BID 4
11-55	406 N Monroe Ave	Rico S Parking Lot, LLC	\$263,800	\$200	BID 4
11-56	300 N Madison St	Imperial Supplies, LLC	\$5,319,100	\$4,043	BID 4
11-91	420 N Monroe Ave	GB Real Estate Investments, LLC	\$1,300	\$1	BID 4
11-95-A	Main St	Green Bay Redevelopment Authority	\$0	\$0	BID 4
11-102	500 N Monroe Ave	Green Bay Radiator, LLC	\$298,900	\$227	BID 4
11-103-A	600 N Monroe Ave	Rico S Parking Lot, LLC	\$73,800	\$56	BID 4
11-107	503 Main St	Gb Future 503, LLC	\$921,400	\$700	BID 4
11-109	514 N Madison St	Fae Holdings 453826r, LLC	\$66,500	\$51	BID 4
11-117	433 Main St	Associated Bank, Inc	\$12,152,000	\$9,236	BID 4
11-123	528 N Madison St	Fae Holdings 453826r, LLC	\$48,800	\$37	BID 4
11-124	516 N Madison St	Fae Holdings 453826r, LLC	\$49,200	\$37	BID 4
11-125	510 Elm St	Fae Holdings 453826r, LLC	\$98,800	\$75	BID 4
11-138-A	417 Pine St	Pine Street Cat Company, LLC	\$718,100	\$546	BID 4
11-139	425 Pine St	Mlt Investments, LLC	\$2,861,500	\$2,175	BID 4
11-160	616 Pine St	City of Green Bay	\$0	\$0	BID 4
11-174	225 N Madison St	Associated Kellogg Bank	\$728,500	\$554	BID 4
11-185	501 Cherry St	Associated Bank Na	\$347,000	\$264	BID 4
11-188	201 N Monroe Ave	Brown County, Wisconsin	\$0	\$0	BID 4
11-191	605 Cherry St	City of Green Bay	\$0	\$0	BID 4
11-202	118 N Monroe Ave	Starblazer One4 Investment Trust	\$291,300	\$221	BID 4
11-206	512 Cherry St	Eamr, LLC	\$431,400	\$328	BID 4
11-209	126 N Madison St	Brian F. Michaud	\$421,500	\$320	BID 4
11-210	435 E Walnut St	Eamr, LLC	\$3,618,000	\$2,750	BID 4
11-222	503 E Walnut St	Eamr, LLC	\$76,300	\$58	BID 4
11-224-A	519 E Walnut St	New Investing, LLC	\$100,900	\$77	BID 4
11-224	521 E Walnut St	New Investing, LLC	\$73,800	\$56	BID 4
11-225	533 E Walnut St	George M. Lepak	\$855,300	\$650	BID 4
11-228	102 N Monroe Ave	Starblazer One4 Investment Trust	\$94,800	\$72	BID 4
11-230	619 E Walnut St	Fox Valley Investments, LLC	\$175,100	\$133	BID 4
11-243	113 S Monroe Ave	Ruesch Properties, LLC	\$273,400	\$208	BID 4
11-253	500 E Walnut St	Two Beelers, LLC	\$625,500	\$475	BID 4
11-254	117 S Madison St	Sas Real Estate, LLC	\$150,300	\$114	BID 4
11-257	414 E Walnut St	Columbus Office Building, LLC	\$1,245,500	\$947	BID 4
11-258	115 S Jefferson St	Gray Television Group, Inc	\$1,959,300	\$1,489	BID 4
11-259	434 E Walnut St	Sas Real Estate, LLC	\$182,200	\$138	BID 4

11-264-1	130 S Madison St	Gray Television Group, Inc	\$272,800	\$207	BID 4
11-269	125 S Jefferson St	Uirc-Gsa Green Bay WI, LLC	\$2,640,600	\$2,007	BID 4
12-1-2	335 N Washington St	River Center Lofts, LLC	\$3,681,200	\$2,798	BID 4
12-19	215 N Washington St	Timothy J. Jelinski	\$142,100	\$108	BID 4
12-24	111 N Washington St	Nicolet Joint Ventures, LLC	\$10,134,200	\$7,702	BID 4
12-38-3	130 E Walnut St Unit C	Bellin Building, LLC	\$190,200	\$145	BID 4
12-38-4	130 E Walnut St Unit D	Bellin Building, LLC	\$151,700	\$115	BID 4
12-38-5	130 E Walnut St Unit E	Bellin Building, LLC	\$269,700	\$205	BID 4
12-38-6	130 E Walnut St Unit F	Bellin Building, LLC	\$190,300	\$145	BID 4
12-38-7-1	130 E Walnut St Unit G-1	Bellin Building, LLC	\$289,700	\$220	BID 4
12-38-7	130 E Walnut St Unit G-2	Bellin Building, LLC	\$294,300	\$224	BID 4
12-38-8	130 E Walnut St Unit H	Bellin Building, LLC	\$60,600	\$46	BID 4
12-38-9	130 E Walnut St Unit I	Bellin Building, LLC	\$40,800	\$31	BID 4
12-38-10	130 E Walnut St Unit 405	Bellin Building Assoc	\$364,300	\$277	BID 4
12-86	330 N Washington St	Schreiber Foods, Inc	\$557,700	\$424	BID 4
12-114	216 Cherry St	222 Cherry Street, LLC	\$719,500	\$547	BID 4
12-118	109 N Adams St	Green Bay Redevelopment Authority	\$0	\$0	BID 4
12-119	227 E Walnut St	Green Bay Redevelopment Authority	\$0	\$0	BID 4
12-122	101 N Adams St	Green Bay Redevelopment Authority	\$0	\$0	BID 4
12-130-1	110 S Adams St	Tmj, LLC	\$1,133,600	\$862	BID 4
12-130	118 S Adams St	L & T Investments, LLC	\$1,436,300	\$1,092	BID 4
12-134	112 N Adams St	Neighborhood Housing Services of Green Bay, Inc	\$0	\$0	BID 4
12-135	116 N Adams St	Frankenthal Building, LLC	\$142,800	\$109	BID 4
12-137	130 N Adams St	Frankenthal Building, LLC	\$1,265,200	\$962	BID 4
12-139	314 Cherry St	Frankenthal Building, LLC	\$30,900	\$23	BID 4
12-140	202 N Adams St	Associated Kellogg Bank	\$4,051,100	\$3,079	BID 4
12-144	214 N Adams St	Associated Kellogg Bank	\$465,700	\$354	BID 4
12-175	400 N Washington St	Schreiber Foods, Inc	\$36,631,400	\$27,840	BID 4
12-184-A	401 N Washington St	Vast Properties 801, LLC	\$9,749,500	\$7,410	BID 4
12-185	Washington St	205 Doty, LLC	\$550,100	\$418	BID 4
12-190	201 Doty St	205 Doty, LLC	\$1,714,800	\$1,303	BID 4
12-192	127 S Washington St	Manifit Alterations, LLC	\$248,700	\$189	BID 4
12-197	301 N Adams St Unit 130	301 N Adams Street, LLC	\$936,800	\$712	BID 4
12-198	301 N Adams St Unit 140	301 N Adams Street, LLC	\$321,100	\$244	BID 4
12-200	301 N Adams St Unit 160	301 N Adams Street, LLC	\$212,100	\$161	BID 4
12-201	301 N Adams St Unit 210	Hcw, LLC	\$3,771,500	\$2,866	BID 4
12-202	301 N Adams St Unit 220	Hcw, LLC	\$0	\$0	BID 4
12-203	301 N Adams St Unit 230	Hcw, LLC	\$0	\$0	BID 4
12-204	301 N Adams St Unit 240	Hcw, LLC	\$0	\$0	BID 4
12-205	301 N Adams St Unit 250	Hcw, LLC	\$0	\$0	BID 4
12-206	301 N Adams St Unit 260	Hcw, LLC	\$0	\$0	BID 4

12-281	126 S Washington St Unit A101	Varsity Holdings, LLC	\$624,100	\$474	BID 4
12-282	126 S Washington St Unit A102	Mancoske Kramer Real Estate	\$137,300	\$104	BID 4
12-283	110 S Washington St Unit 1-103	Nicolet National Bank	\$687,600	\$523	BID 4
12-363	E Walnut St	Nicolet Joint Ventures, LLC	\$503,000	\$382	BID 4
12-364	115 E Walnut St	GB Metreau, LLC	\$12,681,400	\$9,638	BID 4
12-368	301 N Washington St Unit 4	FE Watermark, LLC	\$1,778,000	\$1,351	BID 4
12-369	301 N Washington St Unit 5	FE Watermark, LLC	\$802,900	\$610	BID 4
12-370	301 N Washington St Unit 6	FE Watermark, LLC	\$23,200	\$18	BID 4
12-371	301 N Washington St Unit 7	FE Watermark, LLC	\$2,832,400	\$2,153	BID 4
12-372	301 N Washington St Unit 8	FE Watermark, LLC	\$313,100	\$238	BID 4
12-373	115 Pine St Unit 300	FE Watermark, LLC	\$1,082,500	\$823	BID 4
12-374	301 N Washington St Unit 10	FE Watermark, LLC	\$464,400	\$353	BID 4
12-375	301 N Washington St Unit 11	FE Watermark, LLC	\$474,800	\$361	BID 4
13-1	200 S Washington St	Nicolet Real Estate and Investments Corp	\$3,571,700	\$2,714	BID 4
13-8	318 S Washington St	River East 318, LLC	\$5,185,700	\$3,941	BID 4
13-11	400 S Adams St	Second Wind Auto Gallery, LLC	\$1,405,300	\$1,068	BID 4
13-18	444 S Adams St	American Foods Group, LLC	\$1,333,800	\$1,014	BID 4
13-20	419 S Washington St	Second Wind Auto Gallery, LLC	\$444,000	\$337	BID 4
13-43	200 S Adams St	Peoples Marine Bank	\$2,131,400	\$1,620	BID 4
13-50	201 Stuart St	Peoples Marine Bank	\$153,300	\$117	BID 4
13-51	229 Stuart St	Peoples Marine Bank	\$92,100	\$70	BID 4
13-53	211 S Washington St	Peoples Marine Bank	\$46,000	\$35	BID 4
13-54	205 S Washington St	Peoples Marine Bank	\$90,800	\$69	BID 4
13-55	201 S Washington St	Peoples Marine Bank	\$96,800	\$74	BID 4
13-56	201 S Adams St	Premonstratensian Fathers the	\$213,400	\$162	BID 4
13-57	219 S Adams St	Premonstratensian Fathers	\$1,037,500	\$789	BID 4
13-71	336 S Jefferson St	Duke Otis, LLC	\$257,500	\$196	BID 4
13-74	315 Crooks St	William M. Atkinson	\$57,600	\$44	BID 4
13-87	414 S Jefferson St	414 S Jefferson St Green Bay, LLC	\$912,300	\$693	BID 4
13-97-A	445 S Adams St	301 N Broadway, LLC	\$428,900	\$326	BID 4
13-99	425 S Adams St	Van Ess Family Limited Partnership	\$571,400	\$434	BID 4
13-101	417 S Adams St	Sw Leasing, LLP	\$301,200	\$229	BID 4
13-107-A	403 S Jefferson St	U Save America, LLC	\$355,800	\$270	BID 4
13-107	416 Crooks St	Jrmc Real Estate Partners, LLC	\$324,100	\$246	BID 4
13-112	318 S Madison St	Jamkat, LLC	\$93,200	\$71	BID 4
13-114	332 S Madison St	Melanie J. Horkman	\$269,400	\$205	BID 4
13-117	421 Crooks St	Jefferson Street Partnership, LLP	\$117,100	\$89	BID 4
13-118	345 S Jefferson St	Jefferson Street Partnership, LLP	\$518,500	\$394	BID 4
13-119	333 S Jefferson St	Thomas J. Kitslaar	\$90,400	\$69	BID 4
13-120	325 S Jefferson St	Alex and Chelsie Blaney	\$230,700	\$175	BID 4
13-121	321 S Jefferson St	Jamkat, LLC	\$93,200	\$71	BID 4
13-122	315 S Jefferson St	Newcap, Inc	\$0	\$0	BID 4

13-123	311 S Jefferson St	Eric R. Wimberger	\$134,500	\$102	BID 4
13-124	307 S Jefferson St	Vande Castle Properties, LLP	\$37,100	\$28	BID 4
13-125	303 S Jefferson St	Vande Castle Properties, LLP	\$112,400	\$85	BID 4
13-127	420 Doty St	Tosa 420, LLC	\$228,200	\$173	BID 4
13-128	212 S Madison St	Eamr, LLC	\$178,500	\$136	BID 4
13-132	225 S Jefferson St	Premonstratensian Fathers	\$188,300	\$143	BID 4
13-133	221 S Jefferson St	Premonstratensian Fathers	\$94,100	\$72	BID 4
13-135	200 S Monroe Ave	First United Methodist Church Green Bay	\$0	\$0	BID 4
13-153	340 S Monroe Ave	Warren Family Funeral Homes, Inc	\$884,600	\$672	BID 4
13-163	408 S Monroe Ave	Madison Monroe Investments, LLP	\$653,400	\$497	BID 4
13-164	416 S Monroe Ave	Lawrence G. Vesely	\$260,200	\$198	BID 4
13-165	424 S Monroe Ave	Moski Corp	\$938,700	\$713	BID 4
13-171	445 S Madison St	Thoughts Holdings, LLC	\$853,200	\$648	BID 4
13-179	413 S Madison St	Mce Properties, LLC	\$293,800	\$223	BID 4
13-183	420 S Washington St	Washington Street River Properties, LLC	\$3,758,300	\$2,856	BID 4
13-185	400 S Washington St	Greater Green Bay Community Foundation, Inc	\$0	\$0	BID 4
14-383	535 S Monroe Ave	Ps & Lc Real Estate, LLC	\$237,100	\$180	BID 4
14-387	503 S Monroe Ave	Family Services of Northeast Wisconsin, Inc	\$0	\$0	BID 4
14-403	417 S Monroe Ave	Schiegg Investments, LLC	\$917,600	\$697	BID 4
14-419	331 S Monroe Ave	Bta Gb, LLC	\$1,031,900	\$784	BID 4
14-422	327 S Monroe Ave	Journey to Adult Success, Inc	\$0	\$0	BID 4
14-424	315 S Monroe Ave	Provenance, LLP	\$539,300	\$410	BID 4
14-439	225 S Monroe Ave	Monroe Central, LLC	\$623,900	\$474	BID 4
14-443	211 S Monroe Ave	Gage Williamson	\$258,800	\$197	BID 4
14-444	203 S Monroe Ave	Skinny Buddha Tattoo, LLC	\$163,900	\$125	BID 4
15-23	501 S Adams St	Cosmo, LLC	\$117,900	\$90	BID 4
15-103	432 Martin St	Marilyn R. Gardner	\$41,300	\$31	BID 4
15-104	508 S Madison St	Marilyn R. Gardner	\$119,400	\$91	BID 4
15-105	426 Martin St	Marilyn R. Gardner	\$59,000	\$45	BID 4
15-106	420 Martin St	Marilyn R. Gardner	\$103,400	\$79	BID 4
15-107	526 S Madison St	Marilyn R. Gardner	\$75,600	\$57	BID 4
15-108	530 S Madison St	Marilyn R. Gardner	\$119,700	\$91	BID 4
15-117	533 S Jefferson St	Marilyn R. Gardner	\$84,400	\$64	BID 4
15-118	529 S Jefferson St	Jadeite, Inc	\$779,100	\$592	BID 4
			\$235,212,100	\$266,308	

APPENDIX E - CITY ATTORNEY'S OPINION – TO BE SUBMITTED



City of Green Bay Law Department
100 North Jefferson Street - Room 200
Green Bay, Wisconsin 54301-5026
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November 25, 2024

Wendy Townsend, Project and Program Manager
City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, WI 54301

RE: Proposed Operating Plan for Business Improvement District No. 1

Dear Ms. Townsend:

The purpose of this correspondence is to respond to your request for a legal review of the proposed 2025 Operating Plan for Business Improvement District No. 1 (hereafter "Plan"). Your request asks the City Attorney's Office to provide an opinion with respect to the Plan's compliance with the requirements of Wisconsin Statute § 66.1109(l)(f).

Our office has reviewed the Plan, a copy of which is attached hereto, and based upon such review, are of the opinion that the Plan meets the requirements of Wisconsin Statute § 66.1109(l)(f), subsections 1 through 4.

Thank you for your attention to this matter.

Sincerely,

Joanne Bungert
City Attorney



Report to the Green Bay Plan Commission

MEETING DATE

December 3, 2024

PREPARED BY

Wendy Townsend, Economic Coordinator

AGENDA ITEM # P.2

To approve the request by Olde Main Street Inc., (OMS) to approve their 2025 Business Improvement District (BID) Operating Plan.

BACKGROUND

Each year the City of Green Bay's Business Improvement Districts are required to submit their annual operating plans to the Plan Commission for review and approval. The attached 2025 Operating Plan has been approved by the OMS BID Board and has been reviewed by the City Attorney.

RECOMMENDATION

Approve the OMS 2025 BID Operating Plan as submitted.

FISCAL IMPACT

ATTACHMENTS

1. 2025 OMS Operating Plan w Manufacturing
2. 2025 OMSI District 2 OP Attorney Letter-11.25.14

2025
OLDE MAIN STREET
BUSINESS IMPROVEMENT DISTRICT

OPERATING PLAN
With Manufacturing Data from the state of WI



Olde Main Street District

130 E. Walnut St. Suite 501

Green Bay, WI 54301

Phone: (920) 437-5972

downtowngreenbay.com

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I. INTRODUCTION

A. Background

In 1984, the Wisconsin legislature created 66.1109 (formerly S. 66.608) of the Statutes (see Appendix A) enabling cities to establish Business Improvement Districts (BIDs). The purpose of the law is “to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities.” (1983 Wisconsin Act 184, Section 1, legislative declaration.)

The City of Green Bay received a petition from property owners that requested creation of a Business Improvement District for the purpose of revitalizing and improving the Olde Main Street business area on Green Bay’s east side. (see Appendix B). The BID law requires that every district have an annual Operating Plan. This document is the 2025 Operating Plan for the Olde Main Street district.

B. Physical Setting

The physical boundaries of the district include the Main Street corridor bounded on the west by the alleyway immediately east of Monroe Avenue, on the east by Grove Street, the East River shoreline to the north and varying commercial boundaries on the south.

II. DISTRICT BOUNDARIES

Please see the map of the district in Appendix C of this plan. A listing of the properties included in the district is provided in Appendix C.

III. PROPOSED OPERATING PLAN

A. Plan Objectives

The objective of the BID is to provide leadership and management for revitalizing Main Street. By emphasizing community-based planning, planning that appreciates the advantages of low-cost, modest initiatives over the blockbuster resuscitation efforts of large-scale stand-alone projects the District performs the classic function of the urban neighborhood. Such districts give growth to new businesses, add substance to the local economy and export their people and innovations to the rest of the City.

B. Proposed Activities

Principle activities to be engaged in by the district during 2025 include:

BUSINESS DEVELOPMENT - Olde Main Street will implement strategies to drive corporate, residential, and retail growth through business recruitment and retention efforts in partnership with regional and local organizations, such as the Chamber of Commerce, City of Green Bay, and Discover Green Bay. Efforts will include promoting available properties and fostering real estate connections. Olde Main Street will also coordinate networking events, host presentations and business tours, and actively engage district property and business owners through the monthly "Downtown Insider" newsletter and personal interactions.

2025 Initiatives:

- Evaluate and implement new business recruitment strategies.
- Coordinate a 'Benefits of a BID' Information Campaign.
- Research and evaluate future BID assessment rates.

MARKETING AND PROMOTION OF DOWNTOWN- Olde Main Street will highlight the benefits of the BID as a vital community asset and a unique destination for events, shopping, dining, and business by utilizing both digital and traditional marketing methods, including the website, newsletter, social media, print, broadcast, and billboard advertising. The goal

is to promote the Olde Main Street district as a historic, inclusive, and cultural hub. In collaboration with the Events team, specific marketing plans will be developed to attract visitors and increase foot traffic. Additionally, Olde Main Street will work with DGBI and the City Economic Development team to create innovative marketing strategies aimed at recruiting new businesses and supporting existing ones.

2025 Initiatives:

- Redesign and expand the website and yearly Visitor Guide.
- Create and launch a significant 2025 NFL Draft marketing campaign.

EVENTS – While BID funding is not used for event expenses, Olde Main Street will continue to organize events that bring the district to life, support local businesses, and showcase the historic, artistic, and inclusive charm of the area to both visitors and residents.

2025 Initiatives:

- Host a new district wide experiential event highlighting the unique businesses.
- Continue to host and grow Theatre in The Park with community partners.

PHYSICAL IMPROVEMENTS AND FIRST IMPRESSIONS- Olde Main Street will continue to enhance the district with features such as planters, banners, public art, and holiday décor. Cleanliness will be maintained through the efforts of paid staff and volunteers participating in the Adopt-A-Block program, along with semi-annual district clean-up events.

2025 Initiatives:

- Work with local Urban Design Firm, ISG, to facilitate and accelerate the extension of the East River Trail.
- Contract with a local vendor to have spring bulbs placed in district planters in preparation of the 2025 NFL Draft.

COMMUNITY OUTREACH AND ENGAGEMENT- DGBI will work with community partners to better understand and respond to social issues and their impact on district businesses. We will celebrate diversity, equity, and inclusion through new events and initiatives aimed at fostering a more inclusive environment.

2025 Initiatives:

- Host an annual Safety Summit in collaboration with Public Safety and local community leaders.
- Distribute Resource Guide district wide.

C. Proposed Expenditures – 2025

2025 Proposed Business Improvement District Operating Plan Budget				
REVENUE			2025 Proposed Budget	Approved 2024 Budget
	BID Assessment - Olde Main Street		\$66,983.00	\$67,345.00
	Total Revenue		\$66,983.00	\$67,345.00
EXPENSES				
Administrative				
	Allocation toward DGBI Staffing		\$34,233.00	\$36,670.00
Operating Expenses				
	Office Supplies & Equipment		\$500.00	\$800.00
	Phone/Internet		\$900.00	\$1,000.00
	Conferences/Professional Devel.		\$1,500.00	\$2,000.00
	Office Rent/Lease		\$9,000.00	\$7,000.00
	Dues and Subscriptions		\$1050.00	\$1,375.00
	Total Operating Expenses		\$12,950.00	\$12,175.00
Marketing/Printing				
	Includes graphic design software, printed and digital promotional materials, website, social media, and promotional giveaways			
	Total Marketing allocations		\$4,300.00	\$3,500.00
Economic Development				
	Business recruitment and retention, networking		\$2,000.00	\$2,000.00
Physical Improvements				
	Streetscape-Planters & Medians including new mulch (majority of the cost is paid by sponsorships)		\$6,000.00	\$3,500.00
	Cleanliness		\$2,500.00	\$2,000.00
	Banners & Holiday Décor		\$2,000.00	\$4,000.00
	Public Art		\$2,000.00	\$2,000.00

	Three Corners Flags		\$1,000.00		\$1,500.00
	Total Physical Improvements		\$13,500.00		\$13,000.00
	Total Expenses		\$66,983.00		\$67,345.00

D. Financing Method

The proposed expenditures contained in Section C, above, will be financed through the BID assessment. It is estimated that approximately **\$66,983** will be raised through assessments. Additionally, we anticipate collecting **\$9,000** in sponsorships to pay for planters that are located around the district. This amount is a portion of the overall organizational budget of Downtown Green Bay, Inc. Sponsorships and event revenues are anticipated to cover the additional operating costs. The BID Board shall have the authority and responsibility to prioritize expenditures and to revise the budget as necessary to match the funds available.

E. Organization of BID Board

Upon creation of the BID, the Mayor appointed members to the district board ("board"). The board's primary responsibility is the implementation of this Operating Plan. This will require the board to negotiate with providers of services and materials to carry out the Plan; to enter into various contracts; to monitor development activity; to periodically revise the Operating Plan; to ensure district compliance with the provisions of applicable statutes and regulations; and to make reimbursements for any overpayments of BID assessments.

State law requires that the board be composed of at least five members and that a majority of the board members be owners or occupants of property within the district.

It is recommended that the BID board be structured and operate as follows:

1. Board Size – at least Five
2. Composition - At least three fifths' members shall be owners or occupants of property within the district. Any non-owner or non-occupant appointed to the board shall be a resident of the City of Green Bay. The board shall elect its Chairperson from among its members.
3. Term - Appointments to the board shall be for a period of three years except that initially two members shall be appointed for a period of three years, two members shall be appointed for a period of two years, and one member shall be appointed for a period of one year.
4. Compensation – None
5. Meetings - All meetings of the board shall be governed by the Wisconsin Open Meetings Law.
6. Record Keeping - Files and records of the board's affairs shall be kept pursuant to public record requirements.
7. Staffing - The board may employ staff and/or contract for staffing services pursuant to this Plan and subsequent modifications thereof.
8. Meetings - The board shall meet regularly, at least twice each year. The board shall adopt rules of order ("by laws") to govern the conduct of its meetings.

F. Relationship to Olde Main Street, Inc. and Downtown Green Bay, Inc.

The Olde Main Street BID shall be a separate entity from Downtown Green Bay, Inc., notwithstanding the fact that members, officers and directors of each may be shared. Downtown Green Bay, Inc. shall remain a private organization, not subject to the open meeting law, and not subject to the public record law except for its records generated in connection with the BID board. The Olde Main Street BID shall contract with Downtown Green Bay, Inc. to provide services, in accordance with this Plan. All income and expenses for each BID (Downtown Green Bay BID and Olde Main Street BID) will be maintained and accounted for independently and separately, despite one entity managing both BIDS. The accounting of the BID assessment funds will be tracked in our accounting software. Each BID's income and expenses will be separated by Class and can be reported to each of the BID Boards at any time.

IV. METHOD OF ASSESMENT

A. Assessment Rate and Method

Parcels Assessed

All tax parcels within the District required to pay real estate taxes, including those taxed by the State as manufacturing, and all parcels used exclusively for manufacturing, will be assessed. Real property used exclusively for residential purposes may not be assessed, as required by the BID law. Residential property will be defined as 100% residential property or owner-occupied properties. Property exempt from paying real estate taxes will not be assessed. Property owned by government agencies will not be assessed.

Levy of Assessment

Special assessments under this 2024 Operating Plan are hereby levied against each tax parcel of property within the District which has a separate tax key number, in the amount shown on the assessment schedule which is attached hereto as Appendix D. The assessment was based on the assessed value of that parcel (land and improvements) as shown in the records of the City Assessor's office in January 2024 except as otherwise identified below.

The principle behind the assessment methodology is that each non-exempt parcel's owners should pay for District development in proportion to the benefits derived. Obviously, not every parcel within the District will benefit equally, thus it has been assumed that hospitality and entertainment uses will derive the most benefit and therefore will contribute to the BID at a higher assessment rate and warehouse uses will benefit the least and therefore contribute at a lower rate.

The 2024 assessment shown on Appendix D was calculated as \$3.00 for each \$1,000 of assessed value for properties whose use is identified as hospitality or entertainment-related and \$1.00 for each \$1,000 of assessed value for properties whose use is identified as warehouse. Appendix C, attached hereto, contains a list of SIC codes identifying these properties. The 2024 assessment for remaining non-exempt tax parcels in the District, not identified as used for hospitality or entertainment-related uses or for warehousing, was calculated as \$2.50 for each \$1,000 of assessed value.

For properties whose use comprises mixed SIC codes, the property has been identified by the ground level use(s) of any buildings constructed on the property. The ground level use is presumed to be the dominant use of the property. If a ground level has more than two uses, then the property has been identified by the use that makes up more than one half of the ground level square footage. The burden is on the owner to change a property classification from that designated in Appendix D. It must be proven

annually by the owner of the property in question to the BID board. The maximum assessment for any individual or business shall be \$3,000.

B. Excluded and Exempt Property

The BID law requires explicit consideration of certain classes of property. In compliance with the law the following statements are provided.

1. State Statute 66.1109(1)(f)lm: The district will contain property used exclusively for manufacturing purposes, as well as properties used in part for manufacturing. These properties will be assessed according to the method set forth in this plan because it is assumed that they will benefit from development in the district.
2. State Statute 66.1109(5)(a): Property known to be used exclusively for residential purposes will not be assessed; such properties will be identified as BID Exempt Properties in Appendix D, as revised each year.
3. In accordance with the interpretation of the City Attorney regarding State Statute 66.1109(1)(b), property exempt from general real estate taxes has been excluded from the district. Privately owned tax-exempt property adjoining the district and which is expected to benefit from district activities may be asked to make a financial contribution to the district on a voluntary basis.

V. RELATIONSHIP TO GREEN BAY COMPREHENSIVE PLAN AND ORDERLY DEVELOPMENT OF THE CITY

A. City Plans

The mission of Olde Main Street- to facilitate District redevelopment, is consistent with the City of Green Bay's Comprehensive Plan and Downtown Master Plan; the organization promotes the orderly development of the City in general. Olde Main Street's Design Plan was adopted in 2001 and recognized by the City of Green Bay as an integral element of the city's vision and plan.

B. City Role in District Operation

The City of Green Bay has committed to helping private property owners in the district promote its development. To this end, the City expected to play a significant role in the creation of the Business Improvement district and in the implementation of the Operating Plan. In particular, the City will:

1. Provide technical assistance to the proponents of the district through adoption of the Plan and provide assistance as appropriate thereafter.
2. Monitor and, when appropriate, apply for outside funds that could be used in support of the district.
3. Collect assessments, maintain in a segregated account, and disburse the monies of the district.
4. Receive annual audits as required per sec. 66.1109 (3) (c) of the BID law.
5. Provide the board, through the Tax Commissioner's Office on or before June 30th of each Plan year, with the official City records and the assessed value of each tax key number with the district, as of January 1st of each Plan year, for purposes of calculating the BID assessments.

6. Encourage the State of Wisconsin, Brown County and other units of government to support the activities of the district.

VI. PLAN APPROVAL PROCESS

A. Public Review Process

The Wisconsin Business Improvement district law establishes a specific process for reviewing and approving proposed operating plans. Pursuant to the statutory requirements, the following process will be followed:

1. The City of Green Bay Plan Commission will review the BID audits and approve the proposed Operating Plan. They will provide a recommendation to Council.
2. Common Council will act on the proposed Operating Plans
3. The Common Council will act on the proposed BID Plan.

B. Petition against Creation of the BID

VII. FUTURE YEAR OPERATING PLANS

A. Phased Development

It is anticipated that the BID will continue to revise and develop the Operating Plan annually, in response to changing development needs and opportunities in the district, in accordance with the purposes and objectives defined in this initial Operating Plan.

Section 66.1109 (3) (a) of the BID law requires the board and the City to annually review and make changes as appropriate in the Operating Plan. Therefore, while this document outlines in general terms the complete development program, it focuses upon 2024 activities, and information on specific assessed values, budget amounts and assessment amounts are based on 2024 conditions. Greater detail about subsequent year's activities will be provided in the required annual Plan updates, and approval by the Common Council of such Plan updates shall be conclusive evidence of compliance with this Plan and the BID law.

In later years, the BID Operating Plan will continue to apply the assessment formula, as adjusted, to raise funds to meet the next annual budget. However, the method of assessing shall not be materially altered, except with the consent of the City of Green Bay.

B. Amendment, Severability and Expansion

This BID has been created under authority of Section 66.1109 of the Statutes of the State of Wisconsin. Should any court find any portion of this Statute invalid or unconstitutional its decision will not invalidate or terminate the BID and this BID Plan shall be amended to conform to the law without need of reestablishment.

Should the legislature amend the Statute to narrow or broaden the process of a BID so as to exclude or include as assessable properties a certain class or classes of properties, then this BID Plan may be amended by the Common Council of the City of Green Bay as and when it conducts its annual Operating Plan approval and without necessity to undertake any other act. This is specifically authorized under Section 66.1109 (3)(b)

APPENDICES

- A. STATUTE
- B. PETITION
- C. PROPOSED DISTRICT BOUNDARIES
- D. 2023 PROJECTED ASSESSMENTS
- E. CITY ATTORNEY'S OPINION

APPENDIX A & B:

Wisconsin State Statute "BID Law"

66.1109 Business improvement districts.

(1) In this section:

- (a) "Board" means a business improvement district board appointed under [sub. \(3\) \(a\)](#).
 - (b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.
 - (c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.
 - (d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.
 - (e) "Municipality" means a city, village or town.
 - (f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:
 - 1. The special assessment method applicable to the business improvement district.
 - 1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.
 - 2. The kind, number and location of all proposed expenditures within the business improvement district.
 - 3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.
 - 4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.
 - 5. A legal opinion that [subds. 1. to 4.](#) have been complied with.
 - (g) "Planning commission" means a plan commission under [s. 62.23](#), or if none a board of public land commissioners, or if none a planning committee of the local legislative body.
- (2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:
- (a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under [par. \(b\)](#) has petitioned the municipality for creation of a business improvement district.
 - (b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.
 - (c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notice under [ch. 985](#). Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.
 - (d) Within 30 days after the hearing under [par. \(c\)](#), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40% of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.
 - (e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.
- (3)
- (a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.

(b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.

(c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include an independent certified audit of the implementation of the operating plan obtained by the municipality. The municipality shall obtain an additional independent certified audit upon termination of the business improvement district.

(d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.

(4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits required under [sub. \(3\) \(c\)](#) or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.

(4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

(a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.

(b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under [par. \(c\)](#) and unless the business improvement district is not terminated under [par. \(e\)](#).

(c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under [ch. 985](#). Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

(d) Within 30 days after the date of hearing under [par. \(c\)](#), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.

(e) If after the expiration of 30 days after the date of hearing under [par. \(c\)](#), by petition under this subsection or subsequent notification under [par. \(d\)](#), and after subtracting any retractions under [par. \(d\)](#), the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

(5)

(a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under [s. 70.11](#) may not be specially assessed for purposes of this section.

(b) A municipality may terminate a business improvement district at any time.

(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

History: 1983 a. [184](#); 1989 a. [56](#) s. 258; 1999 a. [150](#) s. [539](#); Stats. 1999 s. 66.1109; 2001 a. [85](#).

APPENDIX C - PROPOSED DISTRICT

BOUNDARIES



APPENDIX D- 2024 PROJECTED ASSESSMENTS

Assessment options are based on the type of business occupying most of a parcel. Properties that are assessed are coded as follows:

Assessment Rate

.003 hospitality or entertainment related (BID 12)

.001 warehouse (BID 10)

.0025 all other properties being assessed (BID 11)

Parcel	Property Address	Owner Name	Total Value	Assessment	District
8-279	313 St George St	Green Bay City of	0	\$0	BID 10
8-286	1278 Main St	Moski Corp	429700	\$217	BID 10
8-324-A	432 N Irwin Ave	Patrick J. Liebman	172300	\$172	BID 10
9-33-1	413 N Clay St	Main Street Green Bay Properties, LLC	60000	\$60	BID 10
9-34	1023 Main St	Main Street Green Bay Properties, LLC	277300	\$135	BID 10
9-52	423 N Clay St	Main Street Green Bay Properties, LLC	161200	\$161	BID 10
9-56	1108 Cedar St	Pomp S Tire Service, Inc	93100	\$93	BID 10
9-58	1118 Cedar St	F R W Realty, LLC	482100	\$482	BID 10
9-62	409 N Roosevelt St	F R W Realty, LLC	506500	\$507	BID 10
9-64	435 N Roosevelt St	F R W Realty, LLC	120700	\$121	BID 10
9-72	1207 Cedar St	Maricque S, Inc	79100	\$79	BID 10
9-74	1141 Cedar St	Pomp S Tire Service, Inc	59800	\$28	BID 10
9-80	1111 Cedar St	Miller Scrap Iron & Steel	421200	\$421	BID 10
9-81	1101 Cedar St	Cedar Street Partnership	1313900	\$1,314	BID 10
10-4	714 Bodart St	Robert E. Cadmus Jr	184000	\$184	BID 10
10-25	801 Cedar St	Rfs Green Bay, LLC	1058200	\$1,058	BID 10
11-100	417 N Quincy St	Kevin C. Kuehn	89900	\$90	BID 10
14-10	Main St	Green Bay Area Public School District Minoka-Hil	0	\$0	BID 10
14-30	300 N Roosevelt St	318 N Roosevelt, LLC	18500	\$19	BID 10
8-1	1400 Main St	Nulund Group II, LLC	268700	\$672	BID 11
8-8	1428 Main St	Melotte Distributing, Inc	148000	\$370	BID 11
8-75	1405 Main St	Kompond Enterprises, LLC	311100	\$778	BID 11
8-114	1417 Cedar St	Northeast Wisconsin Technical College	0	\$0	BID 11
8-117	1405 Cedar St	Osvaldo Ordaz	167900	\$420	BID 11
8-263	433 St George St	Green Bay City of	0	\$0	BID 11
8-264	1245 Main St	J Darrell Greig Jr	270600	\$677	BID 11
8-272	1242 Main St	Sarah E. Cooper	126800	\$317	BID 11
8-273	1244 Main St	Johnson Ventures, LLC	262200	\$656	BID 11

8-280	1250 Main St	John L. Lerch	82200	\$206	BID 11
8-282	1260 Main St	Moski Corp	146600	\$367	BID 11
8-284	1270 Main St	Moski Corp	371600	\$929	BID 11
8-285	1276 Main St	Moski Corp	306300	\$766	BID 11
8-287	1296 Main St	Moski Corp	123100	\$308	BID 11
8-289	1306 Main St	Green Bay City of	0	\$0	BID 11
8-290	1322 Main St	Green Bay City of	0	\$0	BID 11
8-295	1344 Main St	Green Bay City of	0	\$0	BID 11
8-296	1352 Main St	Green Bay City of	0	\$0	BID 11
8-301	1313 Main St	Gb Area Unitarian Universalist Fellowship, Inc	0	\$0	BID 11
8-302	1335 Main St	Saneha Real Estate, Inc	925000	\$2,313	BID 11
8-305	1281 Main St	Kosmoski Investment Corp	212400	\$413	BID 11
8-306	1285 Main St	Moski Corp	335400	\$839	BID 11
8-309	1263 Main St	West Ave, LLC	950200	\$2,376	BID 11
8-311	1255 Main St	Dogfish, LLC	79000	\$198	BID 11
8-312	1251 Main St	Dogfish, LLC	44200	\$111	BID 11
8-313	1247 Main St	Dogfish, LLC	86500	\$216	BID 11
8-314	1242 Cedar St	West Ave, LLC	50100	\$125	BID 11
8-315	1250 Cedar St	West Ave, LLC	58800	\$147	BID 11
8-318	1274 Cedar St	Dynamic Ventures, LLC	192000	\$480	BID 11
8-320	1284 Cedar St	Moski Corp	35800	\$90	BID 11
8-321	433 N Irwin Ave	Saneha Real Estate, Inc	378200	\$946	BID 11
8-329	1371 Cedar St	Ana Maria Ortega Morano	321500	\$804	BID 11
8-335	1333 Cedar St	Ana Rosa Gonzalez	228200	\$571	BID 11
8-839	1228 Main St	Urban Concepts,, LLC	50700	\$127	BID 11
8-840	1230 Main St	Urban Concepts,, LLC	45600	\$114	BID 11
8-841	1232 Main St	Urban Concepts,, LLC	26200	\$66	BID 11
8-842	1232 Main St	Urban Concepts,, LLC	60000	\$150	BID 11
8-843	1234 Main St	Urban Concepts,, LLC	37900	\$95	BID 11
8-844	1234 Main St	Urban Concepts,, LLC	56400	\$141	BID 11
8-845	1234 Main St	Urban Concepts,, LLC	54900	\$137	BID 11
8-846	1234 Main St	Urban Concepts,, LLC	83000	\$208	BID 11
8-847	1234 Main St	Bridge Recording Studio LLC the	124200	\$311	BID 11
8-848	1236 Main St	Urban Concepts,, LLC	46600	\$117	BID 11
8-849	1236 Main St	Urban Concepts,, LLC	56400	\$141	BID 11
8-850	321 St George St	Urban Concepts,, LLC	116400	\$291	BID 11
8-851	1238 Main St	Liza Rae, LLC	125800	\$315	BID 11
8-852	1238 Main St	Rey Rey Properties, LLC	70700	\$177	BID 11
8-853	1240 Main St	Rey Rey Properties, LLC	92000	\$230	BID 11
8-854	1240 Main St	Rey Rey Properties, LLC	92000	\$230	BID 11
9-9	930 Main St	Scp 2011 C37 044, LLC	2222400	\$3,000	BID 11
9-14	1000 Main St	Ronald L. Smits	628600	\$1,572	BID 11
9-17	1028 Main St	Pdq Real Estate Holdings, LLC	592400	\$1,481	BID 11
9-19-1	319 N Clay St	Pdq Real Estate Holdings, LLC	29000	\$73	BID 11

9-20	1201 Main St	Wochinske Realty, LLC	1995200	\$0	BID 11
9-26	1131 Main St	Pomp S Tire Service, Inc	541000	\$1,353	BID 11
9-29	1121 Main St	Wochinske Realty, LLC	96300	\$164	BID 11
9-30	1115 Main St	Pomp S Tire Service, Inc	110900	\$277	BID 11
9-31	1109 Main St	Pomp S Tire Service, Inc	99600	\$143	BID 11
9-32	416 N Clay St	Pomp S Tire Service, Inc	207000	\$60	BID 11
9-33-2	1031 Main St	Main Street Green Bay Properties, LLC	54200	\$136	BID 11
9-33	1033 Main St	Main Street Green Bay Properties, LLC	116700	\$270	BID 11
9-35	1021 Main St	Main Street Green Bay Properties, LLC	111500	\$279	BID 11
9-36	1019 Main St	Main Street Green Bay Properties, LLC	95400	\$239	BID 11
9-37	1013 Main St	Main Street Green Bay Properties, LLC	203100	\$508	BID 11
9-41	931 Main St	McHaHa, LLC	246900	\$617	BID 11
9-45	915 Main St	Green Bay City of	0	\$0	BID 11
9-48	901 Main St	Rmr Partners, LLC	2359400	\$3,000	BID 11
9-49	900 Cedar St	David Bartikofsky	166500	\$416	BID 11
9-50	1018 Cedar St	Main Street Green Bay Properties, LLC	24600	\$0	BID 11
9-55	1102 Cedar St	Pomp S Tire Service, Inc	40000	\$35	BID 11
9-57	1112 Cedar St	Pomp S Tire Service, Inc	319400	\$799	BID 11
9-60	1124 Cedar St	F R W Realty, LLC	140600	\$352	BID 11
9-77	1123 Cedar St	Wochinske Realty, LLC	1959000	\$48	BID 11
9-85	500 N Webster Ave	Denny H. Brotski	308100	\$770	BID 11
9-86	903 Cedar St	929 Cedar, LLC	718600	\$1,797	BID 11
10-6	722 Bodart St	Neighborhood Housing Services of Green Bay, Inc	599900	\$1,500	BID 11
10-8	800 Cedar St	Hus Properties, LLC	300900	\$752	BID 11
10-14	700 Main St	U Haul Real Estate Co	742800	\$1,857	BID 11
10-27	Cedar St	Betty Lou Lewis	0	\$0	BID 11
10-28	Cedar St	Green Bay City of - East River Trail	0	\$0	BID 11
10-29	500 N Quincy St	Betty Lou Lewis	0	\$0	BID 11
11-47	618 Bodart St	Ruesch Properties, LLC	128100	\$320	BID 11
11-50	619 Bodart St	Kevin C. Kuehn	165900	\$415	BID 11
11-99	620 Main St	Kuehn, LLC	153900	\$385	BID 11
11-104	635 Main St	Jnt Venture, LLC	902400	\$2,256	BID 11
14-7	1138 Main St	1138 Main, LLC	553300	\$1,383	BID 11
14-27	312 N Roosevelt St	318 N Roosevelt, LLC	104400	\$261	BID 11
8-118	500 N Baird St	Leonel Cortes	162400	\$487	BID 12
8-266	1237 Main St	Dogfish, LLC	528300	\$1,585	BID 12
8-281-A	1258 Main St	Everardo Ortiz	584000	\$1,752	BID 12
8-283	1264 Main St	Ronald L. Smits	98100	\$294	BID 12

8-297-A	1356 Main St	Green Bay City of	0	\$0	BID 12
8-303	1301 Main St	Tasty Treats Real Estate, LLC	266700	\$800	BID 12
8-307	1277 Main St	Circle B Development, LLC	305600	\$917	BID 12
8-332	1351 Cedar St	Arnold J. Pendergast	195700	\$587	BID 12
9-25	1139 Main St	Cyrus Development Services, LLC	578600	\$1,736	BID 12
9-39	1001 Main St	Main Street Green Bay Properties, LLC	533700	\$1,212	BID 12
9-44	919 Main St	Simonet Development, LLC	555800	\$1,667	BID 12
10-1	700 Bodart St	Gto Investments, LLC	199600	\$599	BID 12
10-2	708 Bodart St	Wade M. Conard	102100	\$306	BID 12
10-5	718 Bodart St	720 Bodart, LLC	176300	\$529	BID 12
14-1	1100 Main St	Greater Source, LLC	1054200	\$3,000	BID 12
14-2	1106 Main St	Heiman Partnership, LLC	362700	\$1,088	BID 12
14-338	324 N Roosevelt St	A&J Investment Properties, LLC	249800	\$749	BID 12
			\$36,140,300	\$66,983	

APPENDIX E - CITY ATTORNEY'S OPINION – TO BE SUBMITTED



City of Green Bay Law Department
100 North Jefferson Street - Room 200
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November 25, 2024

Wendy Townsend, Project and Program Manager
City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, WI 54301

RE: Proposed Operating Plan for Business Improvement District No. 2

Dear Ms. Townsend:

The purpose of this correspondence is to respond to your request for a legal review of the proposed 2025 Operating Plan for Business Improvement District No. 2 (hereafter "Plan"). Your request asks the City Attorney's Office to provide an opinion with respect to the Plan's compliance with the requirements of Wisconsin Statute § 66.1109(l)(f).

Our office has reviewed the Plan, a copy of which is attached hereto, and based upon such review, are of the opinion that the Plan meets the requirements of Wisconsin Statute § 66.1109 (l)(f), subsections 1 through 4.

Thank you for your attention to this matter.

Sincerely,

Joanne Bungert
City Attorney



Report to the Green Bay Plan Commission

MEETING DATE

December 3, 2024

PREPARED BY

Wendy Townsend, Economic Coordinator

AGENDA ITEM # P.3

To approve the request by On Broadway Inc., (OBI) to approve their 2025 Business Improvement District Operating Plan.

BACKGROUND

Each year the City of Green Bay's Business Improvement Districts are required to submit their annual operating plans to the Green Bay Plan Commission for review and approval. The attached 2025 Operating Plan has been approved by the OBI BID Board and has been reviewed by the City Attorney.

RECOMMENDATION

Approve the OBI 2025 BID Operating Plan as submitted.

FISCAL IMPACT

ATTACHMENTS

1. Operating Plan OBI 2025 - DRAFT
2. 2025 OBI District 3 OP Attorney Letter-11.25.14

2025 Operating Plan

Broadway Business Improvement District

BUSINESS IMPROVEMENT DISTRICT NO. 3

PROPOSED OPERATING PLAN



I. INTRODUCTION

A. Background

In 1984, the Wisconsin legislature created 66.1109 (formerly S. 66.608) of the Statutes (see Appendix A) enabling cities to establish Business Improvement Districts (BIDs). The purpose of the law is “to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities.” (1983 Wisconsin Act 184, Section 1, legislative declaration.)

The City of Green Bay has received a petition from property owners which requests creation of a Business Improvement District for the purpose of revitalizing and improving the Broadway business area on Green Bay’s West side. (see Appendix B). The BID law requires that every district have an annual Operating Plan. This document is the initial Operating Plan for the proposed Broadway Business Improvement District. The BID proponents prepared this Plan with technical assistance from the City of Green Bay Economic Development Department.

B. Physical Setting

The Broadway Business Improvement District has a general setting starting at the point where Mason Street meets the west bank of the Fox River; west to the southwestern property line of parcel 2-948 (Wisconsin Central LTD); continuing northwest to Maple Avenue; north on Maple Avenue to the northern property line of parcel 3-1144-B (339 South Maple Avenue); east along said property line to Chestnut Avenue; north along Chestnut Avenue to Howard Street; west on Howard Street to the alleyway beginning on the western most property line of parcel 3-330 (506-508 Howard Street); north through the alleyway to the southern border of parcel 3-85 (515 West Walnut Street); west at the property line to South Maple Avenue; north on South Maple Avenue through Walnut Street to the northern property line of 4-223 (514 West Walnut Street); east at said property line to alleyway; north in alleyway to the northern property line of parcel 4-102 (230 North Maple Avenue); west along said property line to North Maple Avenue; north on North Maple Avenue to Dousman Street; west on Dousman Street to alleyway beginning at the western property line of parcel 5-607 (301 North Maple Avenue); north in said alleyway to northern property line of parcel 5-605-1; east along said property line to North Maple Avenue; north on North Maple Avenue to Kellogg Street; east on Kellogg Street to Chestnut Avenue; north on Chestnut Avenue to Elmore Street; east on Elmore Street to Broadway Street; north on Broadway Street to alleyway beginning on the northern property line of parcel 5-72 (710 North Broadway Street); east through said alleyway to McDonald Street; north on McDonald Street to James Street; east on James Street to the northeastern property line of parcel 5-1525-A; south along said property line to western bank of Fox River.

II. DISTRICT BOUNDARIES

Boundaries of the proposed district are shown on the map in Appendix B of this plan. A listing of the properties included in the district is provided in Appendix C.

III. PROPOSED OPERATING PLAN

A. Plan Objectives

The object of the Broadway Business Improvement District is to foster a vibrant community activated by:

- People strolling the streets shopping for one-of-a kind gifts or everyday goods
- Diners enjoying diverse restaurants that intermingle with shops and other cultural and entertainment venues
- Activity flowing between the streets of Broadway and the waterfront to the rest of downtown
- A variety of housing styles mixed throughout the district, providing affordable housing for all markets
- The entrepreneurial spirit coupled with a strong dynamic employee base

As creativity and art provide the underlying pulse of the district, these elements combine making the Broadway District the place people of all ages and backgrounds come to shop, eat, live, work, network and play.

Proposed Activities – Year Next

Principle activities to be engaged in by the district during its next year of operation, if the environment allows, will include:

1. Maintain benches, garbage cans, planters/beautification, pole banners, and other hardscape improvements throughout the district. 50 planters will be planted in the spring with flowers, 20 planters with fall décor, weed management throughout district during the growing season, weed management and perennial plantings in 48 tree boxes, 25 bowls with winter décor, coordinated trash pickups once per month, 150 poles banners, and 30 trees with annual lighting.
2. Enhance public art installations throughout the district by partially funding the installation of murals, a temporary sculpture, utility box wraps, and other streetscape art such as sidewalk poetry, painted pianos, or decorative lighting. Expand decorative public seating in a high impact area with heavy pedestrian traffic. Initiate plan for alleyway improvements.
3. Improve awareness of BBID investments in the district by partnering with On Broadway, Inc. and other funded partners to promote the BBID brand.
4. Maintain a mini-grant program to support retail occupancy of ground floor storefronts. Mini-grants may also support streetscape activation including retail racks, tables, chairs, etc.
5. Help sustain operations and solvency of On Broadway, Inc. by providing an administrative allocation for payment of rent, telephones, internet, office supplies, utilities and salaries that are necessary to perform services to the businesses in the district.

6. Advance conversations with adjacent commercial property owners north of Mason Street to gauge interest in joining the BBID, and subsequently propose modifications if warranted to the City of Green Bay Plan Commission.
7. Review and make recommendations to update the by-laws of the BBID.
8. Support the efforts to open a public market with a pledge to the capital campaign. Provide advocacy for the project recognizing its ability to attract visitors to the district and increase future development and property values.

Proposed Budget

<u>Design</u>	
Lighting	
tree lighting in winter	\$ 5,000
Annual Maintenance	
planters in spring	
watering in spring, summer, fall	
weeding in spring, summer, fall	
fall décor	
winter décor	
banner maintenance	\$ 20,000
Public Art	
murals, sculptures, streetscape art	\$ 20,000
Bike Racks	
Install artistic bike racks	\$ 5,000
Total Design	\$ 50,000
<u>Organization</u>	
Admin Allocation	
To assist with payment of administrative expenses including but not limited to rent, telephones, internet, office supplies, utilities, and salaries necessary to execute the proposed activities.	\$ 25,581
BBID Annual Audit	
2023 audit	\$ 3,200
Total Organization	\$ 28,781
<u>Promotion</u>	

Marketing Allowance District marketing throughout the year	\$ 8,536
Total Promotion	\$ 8,536
<u>Economic Vitality</u>	
Mini-Grants Maintain a mini-grant program to encourage retail occupancy in ground floor spaces	\$ 5,000
Retail Incubator Partial rent subsidy to operate a retail incubator space	\$ 12,000
Public Market Partial pledge to the capital campaign for the Green Bay Public Market	\$ 25,000
Total Economic Vitality	\$ 42,000
Total	\$ 129,669

B. Financing Method

It is proposed to raise \$129,669 with estimated manufacturing assessments through BID assessments (see Appendix C). The BID Board shall have the authority and responsibility to prioritize expenditures and to revise the budget as necessary to match the funds actually available.

C. Organization of BID Board

Upon creation of the BID, the Mayor will appoint members to the district board ("board"). The board's primary responsibility will be implementation of this Operating Plan. This will require the board to negotiate with providers of services and materials to carry out the Plan; to enter into various contracts; to monitor development activity; to periodically revise the Operating Plan; to ensure district compliance with the provisions of applicable statutes and regulations; and to make reimbursements for any overpayments of BID assessments.

State law requires that the board be composed of at least five members and that a majority of the board members be owners or occupants of property within the district.

The Broadway Business Improvement District Board shall be organized as follows:

1. Board size – Maximum of 9, minimum of 7, with one representative of the Mayor or Council.
2. Composition - A majority (at least 5) members shall be owners or occupants of property within the District.
3. Term – The nine board member positions shall rotate every three years, with three positions expiring at the end of each calendar year-end. The Board may remove, by a majority vote, any BID Board member who is absent from more than 3 meetings, without a valid excuse. In the

event that a member takes the position mid-term (before the position expires every three years), that term shall count as the first term if two years or more remain on the term. Should less than two years remain on the term, this time is not counted towards the term limit and the board member shall be allowed to serve up to the maximum two additional three year terms.

4. Compensation - None.
5. Meetings - All meetings of the Board shall be governed by the Wisconsin Open Meetings Law. Minutes will be recorded and submitted to the City and the Board. The Board shall adopt rules of order to govern the conduct of its meetings and meet regularly, at least annually.
6. Record keeping - Files and records of the Board's affairs shall be kept pursuant to public records requirements.
7. Staffing - The Board may employ staff and/or contract for staffing services pursuant to this Plan and subsequent modifications thereof. Unless requested otherwise by the Board, any staff members or employees of contractors may attend all meetings of the Board, but will not have voting authority.
8. Officers - The Board shall appoint a Chairman, Treasurer and Secretary, any two of the three of which shall have the power to execute documents on behalf of the full Board, for the purposes authorized by the full Board. The Board may also give its staff limited ability to write checks to carry out the Plan. Any individual on the Board can be appointed an Officer, but shall be limited to two consecutive years as an Officer.

D. Relationship to On Broadway, Inc.

The BID shall be a separate entity from On Broadway, Inc., notwithstanding the fact that members, officers and directors of each may be shared. The Association shall remain a private organization, not subject to the open meeting law, and not subject to the public record law except for its records generated in connection with the BID board. The Association may, and it is intended, shall, contract with the BID to provide services to the BID, in accordance with this Plan.

IV. METHOD OF ASSESMENT

A. Assessment Rate and Method

The principle behind the assessment methodology is that each property should contribute to the BID in proportion to the benefit derived from the BID. After consideration of other assessment methods, it was determined that assessed value of a property was the characteristic most directly related to the potential benefit provided by the BID. Therefore, a fixed assessment on the assessed value of the property was selected as the basic assessment methodology for this BID.

As of January 1, 2024, the property in the Broadway Business Improvement District will have a total assessed value of \$88.211 million. This plan proposes to assess the property in the district at a rate of

\$1.47 per \$1,000.00 of assessed value. This represents a 5% change from the prior year, or \$0.07 per \$1,000, and subject to the maximum assessment for the purposes of the BID.

Appendix shows the projected BID assessment for each property included in the district.

B. Excluded and Exempt Property

The BID law requires explicit consideration of certain classes of property. In compliance with the law the following statements are provided.

1. State Statute 66.1109(1)(f)Im: The district will contain property used exclusively for manufacturing purposes, as well as properties used in part for manufacturing. These properties will be assessed according to the method set forth in this plan because it is assumed that they will benefit from development in the district.
2. State Statute 66.1109(5)(a): Property known to be used exclusively for residential purposes will not be assessed; such properties will be identified as BID Exempt Properties in Appendix C, as revised each year.
3. In accordance with the interpretation of the City Attorney regarding State Statute 66.1109 (1)(b), property exempt from general real estate taxes has been excluded from the district. Privately owned tax-exempt property adjoining the district and which is expected to benefit from district activities may be asked to make a financial contribution to the district on a voluntary basis.

V. RELATIONSHIP TO GREEN BAY COMPREHENSIVE PLAN AND ORDERLY DEVELOPMENT OF THE CITY

A. City Plans

Objectives: Downtown Revitalization Support economic revitalization of downtown by encouraging diverse economic activity including government and professional offices, insurance and financial services, education and training, convention, lodging, food and beverages, and entertainment, retail, and high-density residential land uses. - *Chapter 26: Economic Development: Objective - 4, from Smart Growth 2022, City of Green Bay, May 2003.*

Land Uses: "Downtown" Mixed Use: The "downtown" land use category allows and promotes high-intensity office, retail, housing and civic land uses, preferably in mixed use buildings with a strong pedestrian orientation. It applies within the Broadway corridor as it does in Downtown "proper," although the scale of buildings along Broadway is smaller, and the intensity of use is likely to be somewhat lower. As discussed in the Historic Preservation Plan, the Broadway historic districts could benefit from site plan review of development projects, using design standards that are geared to the specific character of those districts. - *Chapter 22: Neighborhoods and Districts: Objectives, Policies and Recommendations for District 3, from Smart Growth 2022, City of Green Bay, May 2003.*

Based on the objectives and land use requirements cited above, this BID Operating Plan is consistent with the City's Comprehensive Plan for the Broadway District.

B. City Role in District Operation

The City of Green Bay has committed to helping private property owners in the district promote its development. To this end, the City expected to play a significant role in the creation of the Business Improvement district and in the implementation of the Operating Plan. In particular, the City will:

1. Provide technical assistance to the proponents of the district through adoption of the Plan, and provide assistance as appropriate thereafter.
2. Monitor and, when appropriate, apply for outside funds that could be used in support of the district.
3. Collect assessments, maintain in a segregated account, and disburse the monies of the district.
4. Receive annual audits as required per sec. 66.1109 (3) (c) of the BID law.
5. Provide the board, through the Tax Commissioner's Office on or before June 30th of each Plan year, with the official City records and the assessed value of each tax key number with the district, as of January 1st of each Plan year, for purposes of calculating the BID assessments.
6. Encourage the State of Wisconsin, Brown County and other units of government to support the activities of the district.

VI. PLAN APPROVAL PROCESS

A. Public Review Process

The Wisconsin Business Improvement district law establishes a specific process for reviewing and approving proposed districts. Pursuant to the statutory requirements, the following process will be followed:

1. The City of Green Bay Plan Commission will review the proposed district boundaries and proposed Operating Plan and will then set a date for a formal public hearing.
2. The City Plan Commission, in cooperation with the Economic Development Department, will send, by certified mail, a public hearing notice and a copy of the proposed Operating Plan to

all owners of real property within the proposed district. In addition, a Class 2 notice of the public hearing will be published in a local newspaper of general circulation.

3. The City Plan Commission will hold a public hearing, will approve or disapprove the Plan, and will report its action to the Common Council.
4. The Common Council will act on the proposed BID Plan.
5. If adopted by the Common Council, the proposed BID Plan is sent to the Mayor for his approval.
6. If approved by the Mayor, the BID is created and the Mayor will appoint members to the district board established to implement the Plan.

B. Petition against Creation of the BID

The City may not create the Business Improvement district if, within 30 days of the City Plan Commission's hearing, a petition is filed with the City containing signatures of:

1. Owners of property to be assessed under the proposed initial Operating Plan having a valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial Operating Plan, using the method of valuation specified in the proposed initial Operating Plan; or
2. Owners of property to be assessed under the proposed initial Operating Plan having an assessed valuation equal to more than 40% of the assessed valuation of all property to be assessed under the proposed Operating Plan.

VII. FUTURE YEAR OPERATING PLANS

A. Phased Development

It is anticipated that the BID will continue to revise and develop the Operating Plan annually, in response to changing development needs and opportunities in the district, in accordance with the purposes and objectives defined in this initial Operating Plan.

Section 66.1109 (3) (a) of the BID law requires the board and the City to annually review and make changes as appropriate in the Operating Plan. Therefore, while this document outlines in general terms the complete development program, it focuses upon Year One activities, and information on specific assessed values, budget amounts and assessment amounts are based on Year One conditions. Greater detail about subsequent year's activities will be provided in the required annual Plan updates, and approval by the Common Council of such Plan updates shall be conclusive evidence of compliance with this Plan and the BID law.

In later years, the BID Operating Plan will continue to apply the assessment formula, as adjusted, to raise funds to meet the next annual budget. However, the method of assessing shall not be materially altered, except with the consent of the City of Green Bay.

B. Amendment, Severability and Expansion

This BID has been created under authority of Section 66.1109 of the Statutes of the State of Wisconsin. Should any court find any portion of this Statute invalid or unconstitutional its decision will not invalidate or terminate the BID and this BID Plan shall be amended to conform to the law without need of reestablishment.

Should the legislature amend the Statute to narrow or broaden the process of a BID to exclude or include as assessable properties a certain class or classes of properties, then this BID Plan may be amended by the Common Council of the City of Green Bay as and when it conducts its annual Operating Plan approval and without necessity to undertake any other act. This is specifically authorized under Section 66.1109(3)(b).

OPERATING PLAN APPENDICES

- A. STATUTE
- B. DISTRICT BOUNDARIES MAP
- C. YEAR PROJECTED ASSESSMENTS
- D. CITY ATTORNEY'S OPINION

APPENDIX A - Wisconsin State Statute "BID Law"

66.1109 Business improvement districts.

(1) In this section:

- (a) "Board" means a business improvement district board appointed under [sub. \(3\) \(a\)](#).
- (b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.
- (c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.
- (d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.
- (e) "Municipality" means a city, village or town.
- (f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:
 - 1. The special assessment method applicable to the business improvement district.
 - 1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.
 - 2. The kind, number and location of all proposed expenditures within the business improvement district.
 - 3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.
 - 4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.
 - 5. A legal opinion that [subds. 1. to 4.](#) have been complied with.
- (g) "Planning commission" means a plan commission under [s. 62.23](#), or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

(2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:

- (a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under [par. \(b\)](#) has petitioned the municipality for creation of a business improvement district.
- (b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.
- (c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notice under [ch. 985](#). Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.
- (d) Within 30 days after the hearing under [par. \(c\)](#), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40% of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.
- (e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.

(3)

- (a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.
- (b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local

legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.

(c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include an independent certified audit of the implementation of the operating plan obtained by the municipality. The municipality shall obtain an additional independent certified audit upon termination of the business improvement district.

(d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.

(4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits required under [sub. \(3\)](#) (c) or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.

(4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

(a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.

(b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under [par. \(c\)](#) and unless the business improvement district is not terminated under [par. \(e\)](#).

(c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under [ch. 985](#). Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

(d) Within 30 days after the date of hearing under [par. \(c\)](#), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.

(e) If after the expiration of 30 days after the date of hearing under [par. \(c\)](#), by petition under this subsection or subsequent notification under [par. \(d\)](#), and after subtracting any retractions under [par. \(d\)](#), the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

(5)

(a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under [s. 70.11](#) may not be specially assessed for purposes of this section.

(b) A municipality may terminate a business improvement district at any time.

(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

History: 1983 a. [184](#); 1989 a. [56](#) s. 258; 1999 a. [150](#) s. [539](#); Stats. 1999 s. 66.1109; 2001 a. [85](#).

APPENDIX B – District Map



On Broadway, Incorporated

A MAIN STREET PROGRAM

 Business Improvement
District Boundary



0 100 200 400 600 800 Feet



This is a compilation of records and data located in various Brown County and City of Green Bay offices and is to be used for reference purposes only. The map is controlled by the field measurements between the corners of the Public Land Survey System and the parcels are mapped from available records which may not precisely fit field conditions. Brown County/City of Green Bay are not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

Map prepared by City of Green Bay Planning Department.
July, 2004.
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APPENDIX C – Year Projected Assessments

GISLink	TotalAssessedValue	BID	PropertyAddress	OwnerName
2-72	\$ 217,000.00	\$ 318.99	519 S Broadway	Joseph L. Aerts
2-76	\$ -	\$ -	525 S Broadway	Redevelopment Authority of the City of Green Bay
2-77	\$ -	\$ -	531 S Broadway	Redevelopment Authority of the City of Green Bay
2-947	\$ -	\$ -	419 S Maple Ave	Redevelopment Authority of the City of Green Bay
3-85	\$ 445,600.00	\$ 655.03	515 W Walnut St	Kwik Trip, Inc
3-92	\$ 241,600.00	\$ 355.15	118 S Chestnut Ave	Democratic Party of Brown County
3-96	\$ 532,300.00	\$ 782.48	509 W Walnut St	Newcmg Properties, LLC
3-98	\$ 47,700.00	\$ 70.12	409 W Walnut St	Historic West, LLC
3-99	\$ 55,900.00	\$ 82.17	100 S Chestnut Ave Unit BLK	Historic West, LLC
3-100	\$ 85,300.00	\$ 125.39	117 S Chestnut Ave	Badgerland Management, LLC
3-101	\$ 116,900.00	\$ 171.84	125 S Chestnut Ave	Badgerland Management, LLC
3-104-A	\$ 85,800.00	\$ 126.13	116 S Broadway	Thavone Ly
3-105	\$ 412,800.00	\$ 606.82	112 S Broadway	Bosley Properties, LLC
3-106	\$ 349,300.00	\$ 513.47	110 S Broadway	Thavone Ly
3-107	\$ 338,100.00	\$ 497.01	405 W Walnut St	Historic West, LLC
3-110	\$ 402,500.00	\$ 591.68	317 W Walnut St	Zeise Marital Trust
3-113	\$ 624,200.00	\$ 917.57	123 S Broadway	Dubois Real Estate Holdings, LLC
3-114	\$ 196,400.00	\$ 288.71	120 S Pearl St	Sma Construction Services, LLC
3-116	\$ 76,400.00	\$ 112.31	100 S Pearl St Unit BLK	Abby Holdings, LLC
3-306-1	\$ 544,300.00	\$ 800.12	201 W Walnut St	Abby Holdings, LLC
3-306	\$ 5,198,600.00	\$ 7,641.94	111 W Walnut St	Green Bay Acquisition Co 4, Inc
3-310	\$ 13,100.00	\$ 19.26	307 Howard St	201 Building, LLC
3-311	\$ 90,700.00	\$ 133.33	100 S Pearl St Unit BLK	Abby Holdings, LLC
3-312	\$ 114,900.00	\$ 168.90	127 S Broadway	Dubois Real Estate Holdings, LLC
3-313	\$ 74,000.00	\$ 108.78	131 S Broadway	Dubois Real Estate Holdings, LLC
3-314	\$ 148,300.00	\$ 218.00	201 S Broadway	201 Building, LLC
3-315	\$ 26,300.00	\$ 38.66	205 S Broadway	201 Building, LLC
3-316	\$ 48,400.00	\$ 71.15	211 S Broadway	Jessifer, LLC
3-317	\$ -	\$ -	200 S Broadway	Green Bay Area Public School District, Inc
3-320	\$ 251,600.00	\$ 369.85	128 S Broadway	Slcre, LLC
3-322	\$ 132,800.00	\$ 195.22	124 S Broadway	Thavone Ly
3-325	\$ 7,900.00	\$ 11.61	412 Howard St	Badgerland Management, LLC
3-362	\$ 146,900.00	\$ 215.94	301 S Pearl St	Green Bay Acquisition Co 4, Inc
3-363	\$ 46,400.00	\$ 68.21	S Broadway	Vaj Holdings, LLC
3-364	\$ 35,000.00	\$ 51.45	223 S Broadway	Nicker Bobs Craft Mall, LLC
3-369-A	\$ 88,500.00	\$ 130.10	226 S Broadway	Mitchell T. Hyde
3-562	\$ 14,700.00	\$ 21.61	325 S Broadway	Rbj Holdings, LLC
3-563-1	\$ 222,700.00	\$ 327.37	339 S Broadway	Guppo, LLC

3-563	\$ 99,800.00	\$ 146.71	327 S Broadway	Rbj Holdings, LLC
3-569	\$ -	\$ -	420 S Broadway	Redevelopment Authority of the City of Green Bay
3-572	\$ -	\$ -	402 S Broadway	Redevelopment Authority of the City of Green Bay
3-588	\$ 118,200.00	\$ 173.75	316 S Broadway	Chao T. Moua
3-589	\$ 10,300.00	\$ 15.14	312 S Broadway	Dawn M. Mccoy
3-590	\$ 11,000.00	\$ 16.17	304 S Broadway	Dawn M. Mccoy
3-591	\$ 199,400.00	\$ 293.12	300 S Broadway	Sanctuary Spas, LLC
3-642	\$ 218,400.00	\$ 321.05	301 S Broadway	Vaj Holdings, LLC
3-643	\$ 140,500.00	\$ 206.54	307 S Broadway	Nicker Bobs Craft Mall, LLC
3-644	\$ 33,100.00	\$ 48.66	309 S Broadway	Rbj Holdings, LLC
3-1300	\$ 170,500.00	\$ 250.64	126 S Broadway	Urban Concepts,, LLC
3-1301	\$ 172,600.00	\$ 253.72	126 S Broadway	Darren Johnson
4-59	\$ 509,400.00	\$ 748.82	N Broadway	Parking Lot U, LLC
4-60	\$ 2,005,700.00	\$ 2,948.38	164 N Broadway	Blh Holdings, LLC
4-61-1	\$ 900,700.00	\$ 1,324.03	154 N Broadway	154 N Broadway, LLC
4-62	\$ 800,700.00	\$ 1,177.03	200 N Broadway	Theresa M. Beerntsen
4-65	\$ 952,200.00	\$ 1,399.73	240 N Broadway	Bfam, LLC
4-66	\$ 586,300.00	\$ 861.86	313 Dousman St	High Brau, LLC
4-67	\$ 2,099,100.00	\$ 3,085.68	235 N Broadway	Platten Place, LLC
4-68	\$ 274,300.00	\$ 403.22	231 N Broadway	Washington, LLC
4-71	\$ 2,195,600.00	\$ 3,227.53	211 N Broadway	On Broadway, Inc
4-72	\$ 547,600.00	\$ 804.97	201 N Broadway	201 Broadway, LLC
4-74	\$ 384,700.00	\$ 565.51	163 N Broadway	Ildeman R. Nielson
4-75	\$ 483,100.00	\$ 710.16	159 N Broadway	David Bartikofsky
4-76	\$ 139,400.00	\$ 204.92	157 N Broadway	Noc Harn, LLC
4-84	\$ 576,400.00	\$ 847.31	413 Dousman St	Kaliz Ltd Partnership
4-85	\$ 1,303,900.00	\$ 1,916.73	505 Dousman St	Frank Land Holding, LLC
4-104	\$ 491,800.00	\$ 722.95	517 Dousman St	Bo Enterprises, LLC
4-154	\$ 1,186,700.00	\$ 1,744.45	142 N Broadway	Lorenzen Holdings, LLC
4-156	\$ 334,300.00	\$ 491.42	151 N Broadway	Noc Harn, LLC
4-157	\$ 97,100.00	\$ 142.74	147 N Broadway	Lawrence Frye
4-158	\$ 363,600.00	\$ 534.49	143 N Broadway	Sand and Sun, LLC
4-159	\$ 53,800.00	\$ 79.09	144 N Chestnut Ave	Sand and Sun, LLC
4-187	\$ 113,200.00	\$ 166.40	133 N Pearl St	Petes Annex, LLC
4-188	\$ 66,700.00	\$ 98.05	119 N Pearl St	Petes Annex, LLC
4-189	\$ 64,700.00	\$ 95.11	127 N Pearl St	Petes Annex, LLC
4-190	\$ 42,700.00	\$ 62.77	115 N Pearl St	Petes Annex, LLC
4-191	\$ 21,100.00	\$ 31.02	111 N Pearl St	Petes Annex, LLC
4-192	\$ 12,600.00	\$ 18.52	105 N Pearl St	Petes Annex, LLC
4-193	\$ 27,000.00	\$ 39.69	100 N Pearl St Unit BLK	Petes Annex, LLC
4-194	\$ 1,981,100.00	\$ 2,912.22	310 W Walnut St	Petes Annex, LLC
4-201-1	\$ 451,200.00	\$ 663.26	127 N Broadway	Widmer Properties, LLC
4-201	\$ 344,300.00	\$ 506.12	133 N Broadway	Xa Lee

4-204	\$	223,400.00	\$	328.40	123 N Broadway	Game Holdings, LLC
4-205	\$	296,100.00	\$	435.27	121 N Broadway	Xa Lee
4-206	\$	323,400.00	\$	475.40	119 N Broadway	Eric J. Woller
4-210	\$	480,100.00	\$	705.75	107 N Broadway	Czachor & Polack Development, LLC
4-215-A	\$	212,600.00	\$	312.52	122 N Chestnut Ave	Green Bay Community Theatre, Inc
4-216	\$	94,700.00	\$	139.21	138 N Chestnut Ave	Bett, LLC
4-221	\$	148,000.00	\$	217.56	500 W Walnut St	Walnut Auto Investments, LLC
4-223	\$	661,700.00	\$	972.70	514 W Walnut St	Sorensen Development, Inc
4-253-A	\$	34,300.00	\$	50.42	N Pearl St	Petes Annex, LLC
4-254	\$	472,400.00	\$	694.43	139 N Broadway	Bascom Holdings, LLC
4-263	\$	212,500.00	\$	312.38	111 N Broadway Unit 1	Taj Enterprises, LLC
4-264	\$	212,500.00	\$	312.38	111 N Broadway Unit 2	VantagePoint Holdings, LLC
4-265	\$	216,100.00	\$	317.67	111 N Broadway Unit 3	Whetter Daniel D & Carrie L Joint Revoc Trust
4-266	\$	212,500.00	\$	312.38	111 N Broadway Unit 4	Eventful Concepts, LLC
5-54	\$	275,800.00	\$	405.43	200 Mather St	Arthur W. Zingler III
5-58	\$	86,600.00	\$	127.30	704 Alma St	Nancy Rogers
5-584-2	\$	57,200.00	\$	84.08	308 Dousman St	DDL Holdings, LLC
5-584-3	\$	476,100.00	\$	699.87	300 Dousman St	Luga Properties, LLC
5-588	\$	244,400.00	\$	359.27	319 N Broadway	Caesars Palace of Green Bay, LLC
5-589	\$	46,000.00	\$	67.62	317 N Broadway	Fort Howard New Town Redevelopment, LLC
5-590	\$	355,500.00	\$	522.59	313 N Broadway	Fort Howard New Town Redevelopment, LLC
5-591	\$	13,500.00	\$	19.85	Dousman St	Brittany J. Paulsen
5-592	\$	302,900.00	\$	445.26	400 Dousman St	Cathy T. Lesandrini
5-593	\$	130,500.00	\$	191.84	402 Dousman St	Sams Investments, LLC
5-594	\$	478,500.00	\$	703.40	408 Dousman St	Brittany J. Paulsen
5-595	\$	136,800.00	\$	201.10	309 N Broadway	Dhuey Property, LLC
5-596	\$	163,100.00	\$	239.76	412 Dousman St	Widmer Properties, LLC
5-597	\$	409,100.00	\$	601.38	414 Dousman St	GNC Development, LLC
5-599	\$	-	\$	-	314 N Chestnut Ave	Green Bay Redevelopment Authority
5-600	\$	25,500.00	\$	37.49	N Chestnut Ave	Fort Howard New Town Redevelopment, LLC
5-602	\$	49,800.00	\$	73.21	324 N Chestnut Ave	Ddl Holdings, LLC
5-607	\$	310,500.00	\$	456.44	301 N Maple Ave	Express Property, LLC
5-874	\$	43,300.00	\$	63.65	329 N Broadway	Cst, LLC
5-875	\$	189,900.00	\$	279.15	331 N Broadway	Cst, LLC
5-876	\$	167,000.00	\$	245.49	333 N Broadway	Cst, LLC
5-877	\$	177,400.00	\$	260.78	335 N Broadway	Cst, LLC
5-878	\$	26,300.00	\$	38.66	N Broadway	Cst, LLC
5-879	\$	87,800.00	\$	129.07	341 N Broadway	Benzplekan Real Estate, LLC
5-882	\$	1,502,900.00	\$	2,209.26	401 N Broadway	Hoffman House 34, LLC
5-885	\$	387,900.00	\$	570.21	419 N Broadway	419, LLC
5-890	\$	225,000.00	\$	330.75	431 N Broadway	Martin R. Leonhard
5-1525-A	\$	1,687,100.00	\$	2,480.04	700 Mc Donald St	Graymont Western Lime, Inc
5-1525-B	\$	12,500.00	\$	18.38	201 Mather St	Arthur W. Zingler III

5-1525	\$ 2,155,800.00	\$ 3,169.03	Dousman St Unit RR	Graymont Western Lime, Inc
5-1737	\$ 1,447,600.00	\$ 2,127.97	300 N Broadway Unit 100	Green Bay Broadway Development, LLC
5-1738	\$ 1,251,100.00	\$ 1,839.12	300 N Broadway Unit 200	Green Bay Broadway Development, LLC
5-1739	\$ 1,281,200.00	\$ 1,883.36	300 N Broadway Unit 300	Green Bay Area Chamber of Commerce
5-1757-1	\$ 4,220,300.00	\$ 6,203.84	520 N Broadway	Ddl Holdings, LLC
5-1757	\$ 849,500.00	\$ 1,248.77	520 N Broadway	Ddl Holdings, LLC
5-1758	\$ 300.00	\$ 0.44	305 Donald Driver Way	DDL Holdings, LLC
5-1759	\$ 3,591,000.00	\$ 5,278.77	320 N Broadway	Ddl Holdings, LLC
5-1760	\$ 916,600.00	\$ 1,347.40	340 N Broadway Unit 110	Ddl Holdings, LLC
5-1761	\$ 890,700.00	\$ 1,309.33	340 N Broadway Unit 200	Ddl Holdings, LLC
5-1762	\$ 890,000.00	\$ 1,308.30	340 N Broadway Unit 355	Ddl Holdings, LLC
5-1763	\$ 1,047,900.00	\$ 1,540.41	340 N Broadway Unit 400	Ddl Holdings, LLC
5-1764	\$ 249,700.00	\$ 367.06	313 Donald Driver Way Unit 6	Ddl Holdings, LLC
5-1765	\$ 183,400.00	\$ 269.60	333 Donald Driver Way	DDL Holdings, LLC
5-1766	\$ 1,163,600.00	\$ 1,710.49	200 Dousman St	Base Companies, LLC
5-1768	\$ 160,200.00	\$ 235.49	430 Donald Driver Way	Ddl Holdings, LLC
5-1769	\$ 75,600.00	\$ 111.13	520 Donald Driver Way	Ddl Holdings, LLC
5-1770	\$ 7,844,300.00	\$ 11,531.12	200 Bond St	Broadway Lofts,, LP
5-1771	\$ 497,900.00	\$ 731.91	519 Donald Driver Way	Ddl Holdings, LLC
5-1772	\$ 13,049,700.00	\$ 19,183.06	419 Donald Driver Way	The Fort,, LP
5-1773	\$ 62,200.00	\$ 91.43	435 Donald Driver Way	Ddl Holdings, LLC
5-1774	\$ 12,600.00	\$ 18.52	500 Donald Driver Way	Ddl Holdings, LLC
5-1779	\$ 205,900.00	\$ 302.67	400 Donald Driver Way Unit 1	Rail Yard Innovation District Townhomes, LLC
5-1780	\$ 190,500.00	\$ 280.04	400 Donald Driver Way Unit 2	Rail Yard Innovation District Townhomes, LLC
5-1781	\$ 262,800.00	\$ 386.32	400 Donald Driver Way Unit 3	Rail Yard Innovation District Townhomes, LLC
5-1782	\$ 288,600.00	\$ 424.24	400 Donald Driver Way Unit 4	Rail Yard Innovation District Townhomes, LLC
5-1783	\$ 253,800.00	\$ 373.09	400 Donald Driver Way Unit 5	Rail Yard Innovation District Townhomes, LLC
5-1784	\$ 428,800.00	\$ 630.34	400 Donald Driver Way Unit 6	Brighid Riordan
5-1785	\$ 685,400.00	\$ 1,007.54	400 Donald Driver Way Unit 7	Riordan-Van Gemert Trust of 2023 Dated August 31, 2023
5-1786	\$ 166,600.00	\$ 244.90	400 Donald Driver Way Unit 8	Rail Yard Innovation District Townhomes, LLC
Total	\$ 88,210,500.00	\$ 129,669.44		

APPENDIX D – City Attorney Opinion

DRAFT



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 25, 2024

Wendy Townsend, Project and Program Manager
City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, WI 54301

RE: Proposed Operating Plan for Business Improvement District No. 3

Dear Ms. Townsend:

The purpose of this correspondence is to respond to your request for a legal review of the proposed 2025 Operating Plan for Business Improvement District No. 3 (hereafter "Plan"). Your request asks the City Attorney's Office to provide an opinion with respect to the Plan's compliance with the requirements of Wisconsin Statute § 66.1109(l)(f).

Our office has reviewed the Plan, a copy of which is attached hereto, and based upon such review, are of the opinion that the Plan meets the requirements of Wisconsin Statute § 66.1109(l)(f), subsections 1 through 4.

Thank you for your attention to this matter.

Sincerely,

Joanne Bungert
City Attorney



Report to the Green Bay Plan Commission

MEETING DATE

December 3, 2024

PREPARED BY

Wendy Townsend, Economic Coordinator

AGENDA ITEM # P.4

To approve the request by Military Avenue Inc., (MAI) to approve their 2025 Business Improvement District (BID) Operating Plan.

BACKGROUND

Each year the City of Green Bay's Business Improvement Districts are required to submit their annual operating plans to the Green Bay Plan Commission for review and approval. The attached 2025 Operating Plan has been approved by the MAI BID Board and has been reviewed by the City Attorney.

RECOMMENDATION

Approve the MAI 2025 BID Operating Plan as submitted.

FISCAL IMPACT

ATTACHMENTS

1. Operating Plan MABA 2025
2. 2025 MAI District 4 OP Attorney Letter-11.25.14
3. City 2024 BID values - Military

**Operating Plan - 2025
Military Avenue, Inc.**

BUSINESS IMPROVEMENT DISTRICT NO. 4

**2025
OPERATING PLAN**



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BID Assessments	attached

I. INTRODUCTION

A. Background

In 1984, the Wisconsin legislature created 66.1109 (formerly S. 66.608) of the Statutes ([see Appendix A](#)) enabling cities to establish Business Improvement Districts (BIDs). The purpose of the law is “to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities.” (1983 Wisconsin Act 184, Section 1, legislative declaration.)

The City of Green Bay approved a petition from property owners in September 2013 to create a Business Improvement District for the purpose of revitalizing and improving the Military Avenue business area on Green Bay’s west side. The BID law requires that every district have an annual Operating Plan.

This document is the Operating Plan for the Military Avenue district. The Military Avenue BID Executive Director, in coordination with the Military Avenue BID Board, prepared this Plan with technical assistance from the City of Green Bay Department of Economic Development.

B. Physical Setting

The Military Avenue Business District has boundaries starting at Lombardi Avenue moving north on Military with a northern most boundary of 116 N Military on the east side of the street and 123 N Military on the west side of the street.

Including: 1560 and 1598 W Western Ave, 1603, 1614 and 1626 W Seventh St, 1559-1565 Ninth St, 1577 Langlade Ave, 1530, 1536 and 1540 Leo St, 1521, 1541, 1587, 1590, and 1606 W Shawano Ave, 1505, 1529, 1555, 1561, 1566, 1593, and 1616 W Mason St.

II. DISTRICT BOUNDARIES

Boundaries of the proposed district are shown on the map in [Appendix B](#) of this plan. A listing of the properties included in the district is provided in [Appendix C](#).

III. PROPOSED OPERATING PLAN

A. Plan Objectives – 2025

Military Avenue, Inc. exists to create an environment that supports the continued success of the businesses and neighborhoods in the Military Avenue district located on the west side of Green Bay.

Military Avenue, Inc. fosters a spirit of collaboration and cooperation with local businesses and neighborhoods by working to improve the entire district. We do our work by marketing, branding and

promoting business activities, physical improvements in the district, event planning, new business recruitment, retaining and supporting existing businesses.

B. Proposed Activities – 2025

Principle activities to be engaged in by the district during its TWELFTH year of operation, 2025, will include:

- 2025 NFL Draft Customer promotion and draw to Military Avenue.
- Capital Campaign for Year-Round location for farmer market, events and community gathering space.
- Fully utilize promotion tools such as the monument sign, social media platforms, market bags, joint advertising opportunities, 2025 NFL Draft and new marketing ideas.
- Support new and existing Military Avenue BID businesses and fill vacant spaces.
- Offer and support opportunities for public art and murals throughout the district.
- Improve sustainability and on-going cost of plants and medians to provide a clean and professional appearance.
- Continue to build on the Market on Military success, bringing customer traffic to the district.
- Seek out grant funding for quality projects and additional staff.
- Explore new options for, and invest in, public amenities such as bike racks, benches, security and safety tools, and garbage cans.

C. Proposed Budget – Year – TWELFTH 2025

Revenues	Projected 2025	Change from 2024
Planned BID Assessment Funds	\$109,714	+\$1,439
(BID Assessments minus 2% delinquent)	-\$2,194	+\$28
Donations/Partnerships	\$0	\$0
Grants /Restricted Income	\$20,000	+\$10,000
Event Funds/Sponsorships/EBT	\$20,000	\$0
Interest Income	\$1,500	+\$1,000
Carry Over from 2022 audit/review	\$138,064	+\$1,455
Total Revenue	\$287,084	+\$17,055
Expenses		
Staffing	\$107,585	+\$42,468
Operating Expenses rent, insurance, audit, accounting, supplies, etc.	\$19,160	+1,310

Technology	\$2,400	\$0
Programs		
Design/Physical improvements	\$54,860	-\$5,600
Street pole banners throughout district, Planter boxes winter and summer, throughout district weed control at medians and monument, monument sign Wi-Fi and operations at Lombardi and Military intersection, public amenities and branding across the district.		
Economic/Business Development	\$1,000	-\$10,000
Business recruitment and support for current businesses.		
Events	\$15,100	-\$100
Summer and Winter Market on Military, Small Business Saturday, Joint Advertising, EBT costs.		
Organization/ Marketing	\$8,800	+\$300
Social media, marketing, advertising, website hosting, web security.		
Total Expenses	\$208,905	+\$28,378
BALANCE	\$78,179	

D. Financing Method

\$109,714 is proposed to be raised through BID assessments as laid out in section IV. METHOD OF ASSESMENT and assume an assessment delinquency amount of \$2,194 based on 2% delinquencies. We have therefore budgeted for \$107,520. We are also setting a goal to obtain grants, sponsorships, fees, and donations to provide funding in the amount of \$41,500. The BID Board shall have the authority and responsibility to prioritize expenditures and to revise the budget as necessary to match the funds available.

E. Organization of BID Board

Upon creation of the BID, the Mayor appointed members to the district board ("board"). The board's primary responsibility is implementation of this Operating Plan. This will require the board to negotiate with providers of services and materials to carry out the Plan; to enter into various contracts; to monitor development activity; to periodically revise the Operating Plan; to ensure district compliance with the provisions of applicable statutes and regulations; and to make reimbursements for any overpayments of BID assessments.

State law requires that the board be composed of at least five members and that a majority of the board members be owners or occupants of property within the district.

It is recommended that the BID board be structured and operate as follows:

1. Board Size – at least Five
2. Composition - At least three fifths members shall be owners or occupants of property within the district. Any non-owner or non-occupant appointed to the board shall be a resident of the City of Green Bay. The board shall elect its Chairperson from among its members.

3. Term - Appointments to the board shall be for a period of three years except that initially two members shall be appointed for a period of three years, two members shall be appointed for a period of two years, and one member shall be appointed for a period of one year.
4. Compensation – None
5. Meetings - All meetings of the board shall be governed by the Wisconsin Open Meetings Law.
6. Record Keeping - Files and records of the board's affairs shall be kept pursuant to public record requirements.
7. Staffing - The board may employ staff and/or contract for staffing services pursuant to this Plan and subsequent modifications thereof.
8. Meetings - The board shall meet regularly, at least twice each year. The board shall adopt rules of order ("by laws") to govern the conduct of its meetings.

F. Relationship to the Military Avenue Business Association.

The BID shall be a separate entity from the Military Avenue Business Association, notwithstanding the fact that members, officers and directors of each may be shared. The Association shall remain a private organization, not subject to the open meeting law, and not subject to the public record law except for its records generated in connection with the BID board or as required by law. The Association may, and it is intended, shall contract with the BID to provide services to the BID, in accordance with this Plan.

IV. METHOD OF ASSESMENT

A. Assessment Rate and Method

Assessment rate per thousand for industrial is \$0.25, office \$2.00, retail/entertainment \$2.25. Minimum assessment rate per parcel is \$250.00 Maximum assessment rate is \$2,500 per parcel.

The principle behind the assessment methodology is that each property should contribute to the BID in proportion to the benefit derived from the BID. After consideration of other assessment methods, it was determined that assessed value of a property was the characteristic most directly related to the potential benefit provided by the BID. Therefore, a fixed assessment on the assessed value of the property was selected as the basic assessment methodology for this BID.

For properties whose use comprises mixed SIC codes, the property has been identified by the ground level use(s) of any buildings constructed on the property. The ground level use is presumed to be the dominant use of the property. If a ground level has more than two uses, then the property has been identified by the use that makes up more than one half of the ground level square footage. The burden is on the owner to change a property classification from that designated in Appendix C. It must be proven annually by the owner of the property in question to the BID board.

However, maintaining an equitable relationship between the BID assessment and the expected benefits requires an adjustment to the basic assessment method. To prevent the disproportional assessment of a small number of high value properties, a maximum assessment of \$2,500.00 per parcel will be applied.

As of January 1, 2014 the property in the district had a total assessed value of over seventy-three million dollars. This plan assesses the property in the district at a rate for industrial \$0.25, for office \$2.00, for retail/entertainment \$2.25. per \$1,000.00 of assessed value, subject to the maximum assessment, for the purposes of the BID.

Appendix C shows the projected BID assessment for each property included in the district.

B. Excluded and Exempt Property

The BID law requires explicit consideration of certain classes of property. In compliance with the law the following statements are provided.

1. State Statute 66.1109(1)(f)lm: The district will contain property used exclusively for manufacturing purposes, as well as properties used in part for manufacturing. These properties will be assessed according to the method set forth in this plan because it is assumed that they will benefit from development in the district.
2. State Statute 66.1109(5)(a): Property known to be used exclusively for residential purposes will not be assessed; such properties will be identified as BID Exempt Properties in Appendix C, as revised each year.
3. In accordance with the interpretation of the City Attorney regarding State Statute 66.1109(1)(b), property exempt from general real estate taxes has been excluded from the district. Privately owned tax-exempt property adjoining the district and which is expected to benefit from district activities may be asked to make a financial contribution to the district on a voluntary basis.

V. RELATIONSHIP TO GREEN BAY COMPREHENSIVE PLAN AND ORDERLY DEVELOPMENT OF THE CITY

A. City Plans

The plan for Military Avenue is to transform the corridor into a signature street with a cohesive identity. This will be accomplished by elevating the level of aesthetics, functionality and safety with improved site and building design. The balance of land uses along Military Avenue must shift in recognition of current and expected future market conditions and to better manage the supply and demand of real estate. Sections of the corridor will transition to finer blocks of mixed-use development that better relate to the scale of surrounding neighborhoods.

Implementation of this plan will result not only in attracting new businesses to Military Avenue, but also in creating an environment that supports the continued success of existing, beneficial businesses. Limited amounts of redevelopment may result in tear down and reconstruction. But in most cases, redevelopment will occur in smaller steps like landscaping parking areas, upgrading building façades, or adding decorative lighting. Military Avenue will become a more complete corridor that caters to local residents and employees who use multiple modes of transportation. This transition is a necessary response to the changing market and context, and will create a more economically sustainable future for Military Avenue. *(Military Avenue Market Analysis and Corridor Design Plan, Executive Summary, Pages 7-8. Adopted by the City of Green Bay: 3/1/2011)*

B. City Role in District Operation

The City of Green Bay has committed to helping private property owners in the district promote its development. To this end, the City is expected to play a significant role in the creation of the Business Improvement District and in the implementation of the Operating Plan. In particular, the City will:

1. Provide technical assistance to the proponents of the district through adoption of the Plan, and provide assistance as appropriate thereafter.
2. Monitor and, when appropriate, apply for outside funds that could be used in support of the district.
3. Collect assessments, maintain in a segregated account, and disburse the monies of the district.
4. Receive annual audits as required per sec. 66.1109 (3) (c) of the BID law.
5. Provide the board, through the Tax Commissioner's Office on or before June 30th of each Plan year, with the official City records and the assessed value of each tax key number with the district, as of January 1st of each Plan year, for purposes of calculating the BID assessments.
6. Encourage the State of Wisconsin, Brown County and other units of government to support the activities of the district.

VI. FUTURE YEAR OPERATING PLANS

A. Phased Development

It is anticipated that the BID will continue to revise and develop the Operating Plan annually, in response to changing development needs and opportunities in the district, in accordance with the purposes and objectives defined in the initial Operating Plan.

Section 66.1109 (3) (a) of the BID law requires the board and the City to annually review and make changes as appropriate in the Operating Plan. Greater detail about subsequent year's activities will be provided in the required annual Plan updates, and approval by the Common Council of such Plan updates shall be conclusive evidence of compliance with this Plan and the BID law.

In later years, the BID Operating Plan will continue to apply the assessment formula, as adjusted, to raise funds to meet the next annual budget. However, the method of assessing shall not be materially altered, except with the consent of the City of Green Bay.

B. Amendment, Severability and Expansion

This BID has been created under authority of Section 66.1109 of the Statutes of the State of Wisconsin. Should any court find any portion of this Statute invalid or unconstitutional its decision will not invalidate or terminate the BID and this BID Plan shall be amended to conform to the law without need of reestablishment.

Should the legislature amend the Statute to narrow or broaden the process of a BID so as to exclude or include as assessable properties a certain class or classes of properties, then this BID Plan may be amended by the

Common Council of the City of Green Bay as and when it conducts its annual Operating Plan approval and without necessity to undertake any other act. This is specifically authorized under Section 66.1109 (3)(b).

APPENDICES

- A. STATUTE
- B. DISTRICT BOUNDARIES
- C. LISTING OF PROPERTIES (CITY HOLDS MOST RECENT LIST)

APPENDICE A

Wisconsin State Statute "BID Law"

66.1109 Business improvement districts.

(1) In this section:

(a) "Board" means a business improvement district board appointed under [sub. \(3\) \(a\)](#).

(b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.

(c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.

(d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.

(e) "Municipality" means a city, village or town.

(f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:

1. The special assessment method applicable to the business improvement district.

1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.

2. The kind, number and location of all proposed expenditures within the business improvement district.

3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.

4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.

5. A legal opinion that [subds. 1. to 4.](#) have been complied with.

(g) "Planning commission" means a plan commission under [s. 62.23](#), or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

(2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:

(a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under [par. \(b\)](#) has petitioned the municipality for creation of a business improvement district.

(b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.

(c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notice under [ch. 985](#). Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.

(d) Within 30 days after the hearing under [par. \(c\)](#), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40% of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40% of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.

(e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.

(3)

(a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.

(b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.

(c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include an independent certified audit of the implementation of the operating plan obtained by the municipality. The municipality shall obtain an additional independent certified audit upon termination of the business improvement district.

(d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.

(4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits required under [sub. \(3\) \(c\)](#) or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.

(4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

(a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.

(b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under [par. \(c\)](#) and unless the business improvement district is not terminated under [par. \(e\)](#).

(c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under [ch. 985](#). Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

(d) Within 30 days after the date of hearing under [par. \(c\)](#), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.

(e) If after the expiration of 30 days after the date of hearing under [par. \(c\)](#), by petition under this subsection or subsequent notification under [par. \(d\)](#), and after subtracting any retractions under [par. \(d\)](#), the owners of property assessed under the operating plan having a valuation equal to more than 50% of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50% of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

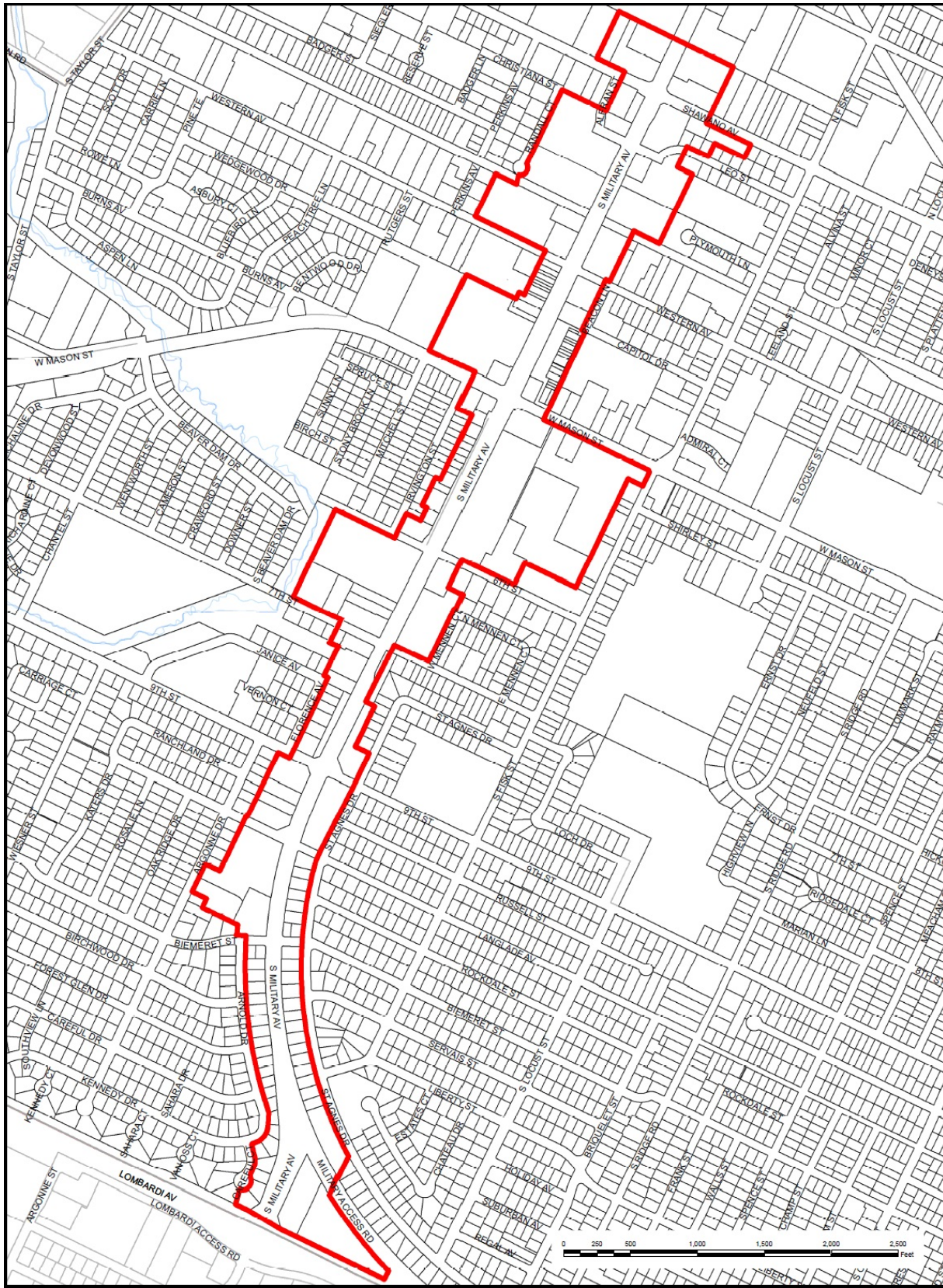
(5)

(a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under [s. 70.11](#) may not be specially assessed for purposes of this section.

(b) A municipality may terminate a business improvement district at any time.

(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

History: 1983 a. [184](#); 1989 a. [56](#) s. 258; 1999 a. [150](#) s. [539](#); Stats. 1999 s. 66.1109; 2001 a. [85](#).



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. 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 Planning Department, DUL

City of Green Bay Military Ave BID Boundary

 BID Boundary





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100 North Jefferson Street - Room 200
Green Bay, Wisconsin 54301-5026
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Phone 920.448.3080
Fax 920.448.3081

November 25, 2024

Wendy Townsend, Project and Program Manager
City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, WI 54301

RE: Proposed Operating Plan for Business Improvement District No. 4

Dear Ms. Townsend:

The purpose of this correspondence is to respond to your request for a legal review of the proposed 2025 Operating Plan for Business Improvement District No. 4 (hereafter "Plan"). Your request asks the City Attorney's Office to provide an opinion with respect to the Plan's compliance with the requirements of Wisconsin Statute § 66.1109(l)(f).

Our office has reviewed the Plan, a copy of which is attached hereto, and based upon such review, are of the opinion that the Plan meets the requirements of Wisconsin Statute § 66.1109(l)(f), subsections 1 through 4.

Thank you for your attention to this matter.

Sincerely,

Joanne Bungert
City Attorney

GISLink	PropertyAddress	OwnerName	Secondary Owner Name	OwnerAddress1	OwnerCityState	OwnerZip	TotalAssessed ValueLand	TotalAssessed Value Improvements	TotalAssessed Value	District	Bid Rate	Calculated Amount
6-133	1598 Western Ave	E & P Properties, Inc		3527 Euro Ln	De Pere, WI	54115	560300	1692400	2252700	BID 20	\$ 0.25	\$ 563.00
6-118	421 S Military Ave	Marshall Living Trust		1330 Crystal Cove Tr #1	Green Bay, WI	54311-5985	285700	220000	505700	BID 21	\$ 2.00	\$ 1,011.00
6-118-A-2	411 S Military Ave	Fox Communitites Credit Union		3401 E Calumet St	Appleton, WI	54915-4757	401100	1043700	1444800	BID 21	\$ 2.00	\$ 2,500.00
6-1510	1566 W Mason St	Cover Rentals, LLC		920 N Broadway	Green Bay, WI	54303	117000	100100	217100	BID 21	\$ 2.00	\$ 434.00
6-1512	1566 W Mason St	Cover Rentals, LLC		920 N Broadway	Green Bay, WI	54303	77200	85000	162200	BID 21	\$ 2.00	\$ 324.00
6-1517	521 S Military Ave	Bester Dev Co, LLP		1525 Ashley Ct	Green Bay, WI	54313-9303	190000	257900	447900	BID 21	\$ 2.00	\$ 895.00
6-1520	501 S Military Ave	Carl A. Mongin	Nanette A. Mongin	501 S Military Ave	Green Bay, WI	54303-2209	45900	78900	124800	BID 21	\$ 2.00	\$ 250.00
6-1691	1530 Leo St	Bfh Realty, LLC		1521 Shawano Ave	Green Bay, WI	54303-3205	33800	6400	40200	BID 21	\$ 2.00	\$ 250.00
6-1692	1536 Leo St	Bfh Realty, LLC		1521 Shawano Ave	Green Bay, WI	54303-3205	26700	6700	33400	BID 21	\$ 2.00	\$ 250.00
6-1693	1540 Leo St	Bfh Realty, LLC		1521 Shawano Ave	Green Bay, WI	54303-3205	28700	18900	47600	BID 21	\$ 2.00	\$ 250.00
6-1694	1541 Shawano Ave	Bfh Realty, LLC		1521 Shawano Ave	Green Bay, WI	54303-3205	96500	114200	210700	BID 21	\$ 2.00	\$ 421.00
6-1698	1521 Shawano Ave	Bfh Realty, LLC		1521 Shawano Ave	Green Bay, WI	54303-3205	171600	343800	515400	BID 21	\$ 2.00	\$ 1,030.00
6-1768	402 S Military Ave	E&D Development, LLC		402 S Military Ave	Green Bay, WI	54303-2208	81400	65900	147300	BID 21	\$ 2.00	\$ 294.00
6-235-3	1590 Shawano Ave	Owellie Investments, LLC		1600 Shawano Ave #204e	Green Bay, WI	54303-3246	811600	650300	1461900	BID 21	\$ 2.00	\$ 2,500.00
6-235-C	123 N Military Ave	Dyal Select Enterprises, LLC		123 N Military Ave	Green Bay, WI	54303-3201	497600	283500	781100	BID 21	\$ 2.00	\$ 1,562.00
6-310-1	1400 Lombardi Ave	Lombardi Center, LLC		PO Box 11237	Green Bay, WI	54307-1237	855100	6838800	7693900	BID 21	\$ 2.00	\$ 2,500.00
6-440	704 S Military Ave	Srl2, Inc		1740 Coffrin Dr Ste 2	Green Bay, WI	54302-2024	252100	185300	437400	BID 21	\$ 2.00	\$ 874.00
6-447	802 S Military Ave	A Lautenbach CFP EA Investments, LLC		1233 Cass St	Green Bay, WI	54301	57600	53300	110900	BID 21	\$ 2.00	\$ 250.00
6-448	804 S Military Ave	Henry J. Boulanger	Barbara R. Boulanger	804 S Military Ave	Green Bay, WI	54304-2114	57100	24700	81800	BID 21	\$ 2.00	\$ 250.00
6-449	806 S Military Ave	Plemb Properties, LLC		806 S Military Ave	Green Bay, WI	54304	56600	88300	144900	BID 21	\$ 2.00	\$ 289.00
6-452	822 S Military Ave	Gbwisc, LLC		PO Box 1714	Green Bay, WI	54305	55200	40200	95400	BID 21	\$ 2.00	\$ 250.00
6-134	1560 Western Ave	Aldi, Inc		PO Box 460049dept501	Houston, TX	77056	635200	1206800	1842000	BID 22	\$ 2.25	\$ 2,500.00
6-134-C	320 S Military Ave	E & P Properties, Inc		3527 Euro Ln	De Pere, WI	54115	392800	859500	1252300	BID 22	\$ 2.25	\$ 2,500.00
6-134-C-1	S Military Ave	E & P Properties, Inc		3527 Euro Ln	De Pere, WI	54115	179400	40800	220200	BID 22	\$ 2.25	\$ 495.00
6-149	1616 W Mason St	Neufeld Enterprises II, LLC		320 S Military Ave	Green Bay, WI	54303	1504500	3091900	4596400	BID 22	\$ 2.25	\$ 2,500.00
6-149-1	612 S Military Ave	Oasis Estate, LLC		2161 Trellis Dr	DePere, WI	54115	343300	338000	681300	BID 22	\$ 2.25	\$ 1,532.00
6-149-3	506 S Military Ave	Hai Qing Liu and Bi Yun Wu Revocable Trust Dated June 2		920 Rasmussen Pl	Green Bay, WI	54304	112500	135300	247800	BID 22	\$ 2.25	\$ 557.00
6-149-5	1616 W Mason St	Coffee Holdings, LLC		503 S Front St	Mankato, MN	56001	121100	148000	269100	BID 22	\$ 2.25	\$ 605.00
6-149-B	615 S Military Ave	615 South Military Avenue, LLC		691 S Green Bay Rd #208	Neenah, WI	54956-3153	298300	597400	895700	BID 22	\$ 2.25	\$ 2,015.00
6-1513	609 S Military Ave	Besson Properties, LLC		2091 Lost Dauphin Rd	De Pere, WI	54115	36500	69700	106200	BID 22	\$ 2.25	\$ 250.00
6-1514	607 S Military Ave	So Seng Ju	Sun Hee Ju	1435 Skylark Ln	Green Bay, WI	54313-6174	41500	70100	111600	BID 22	\$ 2.25	\$ 251.00
6-1515	605 S Military Ave	Voss Buildings, LLC		605 S Military Ave	Green Bay, WI	54303	41900	71400	113300	BID 22	\$ 2.25	\$ 254.00
6-1515-A	603 S Military Ave	G & A Larsen Properties, LLC		1248 Bayport Ter	Green Bay, WI	54313	120300	191300	311600	BID 22	\$ 2.25	\$ 701.00
6-1516	599 S Military Ave	G & A Larsen Properties, LLC		1248 Bayport Ter	Green Bay, WI	54313	116400	173700	290100	BID 22	\$ 2.25	\$ 652.00
6-1516-A	525 S Military Ave	Bryan C. Boettcher	Mary Beth Boettcher	525 S Military Ave	Green Bay, WI	54303-2209	89800	163700	253500	BID 22	\$ 2.25	\$ 570.00
6-1517-A	517 S Military Ave	Hien T. Nguyen		3470 Golf Dr	Green Bay, WI	54311	61000	87700	148700	BID 22	\$ 2.25	\$ 334.00
6-1517-B	519 S Military Ave	La Carreta Green Bay, LLC		1657 Main St	Green Bay, WI	54302	60700	86000	146700	BID 22	\$ 2.25	\$ 330.00
6-1518	515 S Military Ave	515 Military, LLC		103 John St	Oconto Falls, WI	54154	47900	70000	117900	BID 22	\$ 2.25	\$ 265.00
6-1518-A	513 S Military Ave	Bao Qin He & Tian-Yo Hu Revocable Living Trust		1105 Longbow Ct	Oneida, WI	54155	92800	124300	217100	BID 22	\$ 2.25	\$ 488.00
6-1519	511 S Military Ave	Besson Properties, LLC		2091 Lost Dauphin Rd	De Pere, WI	54115	49900	72600	122500	BID 22	\$ 2.25	\$ 275.00
6-1519-A	509 S Military Ave	Priscilla Milson		414 Jefferson St	Green Bay, WI	54301	49600	71500	121100	BID 22	\$ 2.25	\$ 272.00
6-1520-A	505 S Military Ave	K-Jaw Properties, LLC		505 S Military Rd	Green Bay, WI	54303	114000	153000	267000	BID 22	\$ 2.25	\$ 600.00
6-1521	501 S Military Ave	Beacon Center Assoc		PO Box 28014	Green Bay, WI	54324-0014	100	0	100	BID 22	\$ 2.25	\$ -
6-169	713 S Military Ave	Aam Green Bay Plaza, LLC		610 Newport Centr Dr 290	Newport Beach, CA	92660	2934900	11042000	13976900	BID 22	\$ 2.25	\$ 2,500.00
6-170-C	1529 W Mason St	Etd Development, LLC		111 W 39th	Vancouver, WA	98660	269800	322200	592000	BID 22	\$ 2.25	\$ 1,332.00
6-1714	201 S Military Ave	Bl Branch Group II, LLC		120 E Washington St Ste 201	Syracuse, NY	13202	658400	1124800	1783200	BID 22	\$ 2.25	\$ 2,500.00
6-171-C	1561 W Mason St	Scp 2006 C23 112, LLC		One Cvs Dr	Woonsocket, RI	02895-6146	759200	1048100	1807300	BID 22	\$ 2.25	\$ 2,500.00
6-1767	1212 S Military Ave	Vanderleest, Inc		1625 Vernon Ct	Green Bay, WI	54304	652200	645800	1298000	BID 22	\$ 2.25	\$ 2,500.00
6-1769	404 S Military Ave	G & A Larsen Properties, LLC		1248 Bayport Ter	Green Bay, WI	54313	67600	104000	171600	BID 22	\$ 2.25	\$ 386.00
6-1770	406 S Military Ave	Rnj, LLC		1324 Portside Ln	Green Bay, WI	54313	38100	59700	97800	BID 22	\$ 2.25	\$ 250.00
6-1771	408 S Military Ave	Denis J. Toonen	Toni M. Toonen	1324 Portside Ln	Green Bay, WI	54313	67600	104100	171700	BID 22	\$ 2.25	\$ 386.00
6-1772	410 S Military Ave	Jj 875 Property, LLC		2754 Chaska Ct	Green Bay, WI	54313	38100	76300	114400	BID 22	\$ 2.25	\$ 257.00
6-1773	412 S Military Ave	Jj 875 Property, LLC		2754 Chaska Ct	Green Bay, WI	54313	38100	63000	101100	BID 22	\$ 2.25	\$ 250.00
6-1774	414 S Military Ave	Jj 875 Property, LLC		2754 Chaska Ct	Green Bay, WI	54313	38100	60800	98900	BID 22	\$ 2.25	\$ 250.00
6-1775	416 S Military Ave	Woon S. Chan	Cindy M. Chan	2445 Van Lake Ct	Green Bay, WI	54311-6200	86600	123600	210200	BID 22	\$ 2.25	\$ 472.00
6-1776	420 S Military Ave	Woon S. Chan	Cindy M. Chan	2445 Van Lake Ct	Green Bay, WI	54311-6200	38100	70300	108400	BID 22	\$ 2.25	\$ 250.00
6-1778	426 S Military Ave	Aaa3, LLC		426 S Military Ave	Green Bay, WI	54303	132300	210800	343100	BID 22	\$ 2.25	\$ 771.00
6-1779	500 S Military Ave	Tmc Properties, LLC		1219 S Military Ave	Green Bay, WI	54304	150700	228700	379400	BID 22	\$ 2.25	\$ 853.00
6-199-5	1203 S Military Ave	TMC Properties, LLC		5332 Dickinson Rd	DePere, WI	54115	295500	422700	718200	BID 22	\$ 2.25	\$ 1,615.00
6-207	1559 Ninth St	DSF Holdings, Inc		1881 Sylvan Dr	Green Bay, WI	54313	362800	1088100	1450900	BID 22	\$ 2.25	\$ 2,500.00
6-209-B	1308 S Military Ave	RSD Enterprises, LLC		7833 W Hawthorne Rd	Mequon, WI	53097-2009	239200	384000	623200	BID 22	\$ 2.25	\$ 1,402.00
6-209-C	1320 S Military Ave	Triton Automotive, LLC		1541 Burgundy Pkwy	Streamwood, IL	60107	144100	168200	312300	BID 22	\$ 2.25	\$ 702.00
6-209-D	1330 S Military Ave	Golrusk Real Estate, LLC		1991 Allouez Ave	Green Bay, WI	54311	121300	201000	322300	BID 22	\$ 2.25	\$ 725.00
6-209-E	1350 S Military Ave	Cb 1350, LLC		PO Box 13223	Green Bay, WI	54307	200800	379900	580700	BID 22	\$ 2.25	\$ 1,306.00
6-235-1	1606 Shawano Ave	Bo Enterprises, LLC		2271 Hutson Rd Ste A	Green Bay, WI	54303	361500	228900	590400	BID 22	\$ 2.25	\$ 1,328.00
6-235-2	100 N Military Ave	Kartika Kuppalli	Krutika Kuppalli	5901B Peachtree Dunwoody Rd N	Sandy Springs, GA	30312	711200	324100	1035300	BID 22	\$ 2.25	\$ 2,329.00
6-235-B	116 N Military Ave	BSPTT Walgreens Portfolio 18, LLC		1345 Avenue of the Americas, S	New York, NY	10105	667200	1667200	2334400	BID 22	\$ 2.25	\$ 2,500.00
6-251-B	124 S Military Ave	Qmh Holdings, LLC		2184 Trailside Ln	De Pere, WI	54115	230900	381800	612700	BID 22	\$ 2.25	\$ 1,378.00

6-251-C	1587 Shawano Ave	Mcdonalds Real Estate Company		1728 Industrial Dr	Green Bay, WI	54302-2106	667500	824500	1492000	BID 22	\$ 2.25	\$ 2,500.00
6-251-D	101 S Military Ave	Market Baseline, LLC		511 Broadway	Denver, CO	80203	814000	668000	1482000	BID 22	\$ 2.25	\$ 2,500.00
6-266-E	216 S Military Ave	Henry Real Estate Development, LLC		PO Box 11387	Green Bay, WI	54307	1722900	985100	2708000	BID 22	\$ 2.25	\$ 2,500.00
GISLink	Property Address	Owner Name	Secondary Owner Name	OwnerAddress1	OwnerCityState	OwnerZip	TotalAssessed ValueLand	TotalAssessed ValueImprovements	TotalAssessed Value	District	Bid Rate	Calculated Amount
6-266-G	143 S Military Ave	T & K, LLC		6693 Anthony Dr	Sobieski, WI	54171	248500	166200	414700	BID 22	\$ 2.25	\$ 933.00
6-299-A	1577 Langlade Ave	Bergstrom Gw Sk, Inc, A Wisconsin Corp		One NEENAH CENTER	Neenah, WI	54956	560300	144300	704600	BID 22	\$ 2.25	\$ 1,585.00
6-299-A-1	1450 S Military Ave	Green Bay Health Holdings, LLC		27101 Puerta Real Ste340	Mission Viejo, CA	92691	283900	1236000	1519900	BID 22	\$ 2.25	\$ 2,500.00
6-319-A-3	225 S Military Ave	Neufeld Enterprises,, LLC		PO Box 11387	Green Bay, WI	54307-1387	805300	361100	1166400	BID 22	\$ 2.25	\$ 2,500.00
6-421	1593 W Mason St	Milwaukee Development, LLC		1770 Oregon Pike	Lancaster, PA	17602	237700	273600	511300	BID 22	\$ 2.25	\$ 1,150.00
6-443	712 S Military Ave	Affordable Estates, LLC		712 S Military Ave	Green Bay, WI	54313	109600	92000	201600	BID 22	\$ 2.25	\$ 453.00
6-445	728 S Military Ave	Gabera Paula Living Trust		6801 Philippe Allen Ave	Las Vegas, NV	89110-5240	116400	137600	254000	BID 22	\$ 2.25	\$ 571.00
6-450	814 S Military Ave	Sean B. Jerovetz		14430 Velp Ave	Suamico, WI	54173-8331	56200	59500	115700	BID 22	\$ 2.25	\$ 260.00
6-451	S Military Ave	Sean B. Jerovetz		14430 Velp Ave	Suamico, WI	54173-8331	55700	4900	60600	BID 22	\$ 2.25	\$ 250.00
6-454	832 S Military Ave	Tracy M. Crawford		1811 Oak Leaf Dr	Green Bay, WI	54304	109000	126100	235100	BID 22	\$ 2.25	\$ 528.00
6-455	834 S Military Ave	Harnowski Richard & Barbara L Revocable Trust		1762 Carriage Ct	Green Bay, WI	54304-2812	86100	68800	154900	BID 22	\$ 2.25	\$ 348.00
6-456	840 S Military Ave	840 S Military, LLC		N2004 Greenville Dr	Greenville, WI	54942	224900	276700	501600	BID 22	\$ 2.25	\$ 1,128.00
6-462	1555 W Mason St	Military Ave Partners, LLC		610 Newport Cntr Dr #290	Newport Beach, CA	92660	1427500	136900	1564400	BID 22	\$ 2.25	\$ 2,500.00
6-462-1	901 S Military Ave	Club Car Wash Green Bay Plaza, LLC		1591 E Prathersville Rd	Columbia, MO	65202	498100	977700	1475800	BID 22	\$ 2.25	\$ 2,500.00
6-463	900 S Military Ave	Dubois Real Estate Holdings, LLC		127 S Broadway	Green Bay, WI	54303-1513	111000	204800	315800	BID 22	\$ 2.25	\$ 710.00
6-464	904 S Military Ave	Zimmerman Holdings, LLC		904 S Military Ave	Green Bay, WI	54304-2115	296500	187600	484100	BID 22	\$ 2.25	\$ 1,089.00
6-478	1010 S Military Ave	Bergstrom Gw Ford, Inc, A Wisconsin Corp		One NEENAH CENTER	Neenah, WI	54956	1546700	6545000	8091700	BID 22	\$ 2.25	\$ 2,500.00
6-482	1109 S Military Ave	Bergstrom Gw Ford, Inc, A Wisconsin Corp		One NEENAH CENTER	Neenah, WI	54956	918600	612100	1530700	BID 22	\$ 2.25	\$ 2,500.00
6-483	1005 S Military Ave	Burger King Co, LLC		5707 Blue Lagoon Dr	Miami, FL	33126	385200	391300	776500	BID 22	\$ 2.25	\$ 1,747.00
6-505	1112 S Military Ave	Bergstrom Gw Ford, Inc, A Wisconsin Corp		One NEENAH CENTER	Neenah, WI	54956	743000	944700	1687700	BID 22	\$ 2.25	\$ 2,500.00
6-506	1626 Seventh St	Bergstrom Gw Ford, Inc, A Wisconsin Corp		One NEENAH CENTER	Neenah, WI	54956	413000	103000	516000	BID 22	\$ 2.25	\$ 1,161.00
6-506-A	1614 Seventh St	Ellis Properties, LLC		1614 Seventh St	Green Bay, WI	54304	261100	339400	600500	BID 22	\$ 2.25	\$ 1,351.00
6-510-B	1603 Seventh St	Bester Development Company, LLC		1525 Ashley Ct	Green Bay, WI	54313-9303	65000	7800	72800	BID 22	\$ 2.25	\$ 250.00
6-511	1142 S Military Ave	Bester Development Co, LLP		1525 Ashley Ct	Green Bay, WI	54313-9303	427200	376800	804000	BID 22	\$ 2.25	\$ 1,809.00
6-511-A	1158 S Military Ave	Bester Development Company, LLP		1525 Ashley Ct	Green Bay, WI	54313-9303	242800	173000	415800	BID 22	\$ 2.25	\$ 935.00
6-512	1130 S Military Ave	Bester Development Company, LLC		1525 Ashley Ct	Green Bay, WI	54313-9303	273200	368600	641800	BID 22	\$ 2.25	\$ 1,444.00
							32279500	57344200	89623700			
												\$ 108,837.00



Report to the Green Bay Plan Commission

MEETING DATE

December 3, 2024

PREPARED BY

David Buck, Staff

AGENDA ITEM # P.5

To approve the request for a Conditional Use Permit to allow a single-family residence in an (OR) Office Residential district located at 129 Oak Grove Avenue, subject to the following conditions:

1. The Zoning designation of the property is changed to the Office Residential (OR) District as part of Zoning Petition 24-35 / Zoning Ordinance 25-24.
2. Compliance with all other regulations of the Green Bay Municipal Code.
(ZP 24-37 Public Hearing held November 25, 2024).

BACKGROUND

Primary Address: 129 Oak Grove Avenue

Aldersperson/District: Ald. C. Stevens, District 5

Reason for Request: To allow the existing single-family residential home within an Office Residential (OR) district to be a conforming permitted use. A conditional use permit is required for single-family residences within the OR district.

Zoning and Land Use:

Subject Parcel: Subject property is currently zoned General Commercial (C-1) but is subject to a zone change request to the Office Residential (OR) District, which is pending Council's approval on December 3rd. The property is developed with a single-family home.

North: General Commercial (C-1) | Personal Service-Automobile Repair

South: General Commercial (C-1)* | Single Family Residences

East: General Commercial (C-1) | Personal Service-Hair Salon

West: General Commercial (C-1)* | Single Family Residence

* Pending Zone Change to Office Residential (OR)

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for commercial use.

Analysis: The parcel at 129 Oak Grove Avenue is a 9,000 square foot lot located approximately 60 feet south of the Deckner-Main-Oak Grove intersection. The parcel contains a 900 square foot single-story residence constructed in 1926 and detached garage.

The petitioners are intending to sell their property but face the issue that certain lenders are unwilling to finance the sale of the property because the use of the property is legal nonconforming in the General Commercial District (CI).

On November 4, 2024, the City of Green Bay Plan Commission recommended approval of a request filed jointly by the City and the property owners to rezone this and other properties in the area from the General Commercial (CI) District to the Office Residential (OR) District. The zone change request had its

first reading before the Common Council on November 12, 2024 and is anticipated to be approved on December 3, 2024. The pending zone change provides the ability for this request for a Conditional Use Permit for single-family use in the OR District, making the existing home use legal conforming.

Ald. Stevens and property owners within 200 feet of the parcel were notified of the request for action. Staff have not received inquiries about the action as of the drafting of this report.

RECOMMENDATION

Approval of the request, subject to the following conditions:

1. The Zoning designation of the property is changed to the Office Residential (OR) District as part of Zoning Petition 24-35 / Zoning Ordinance 25-24.
2. Compliance with all other regulations of the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-37 Application
2. ZP 24-37 Location 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.: _____



200' Property Owner Notice

**Zoning Petition (ZP 24-37)
Proposed Conditional Use
Permit (CUP) at
129 Oak Grove Ave**





Report to the Green Bay Plan Commission

MEETING DATE

December 3, 2024

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # P.6

To approve the request for a Conditional Use Permit to allow a covered front porch within the front yard setback located at 823 Neufeld Street, subject to compliance with all other regulations of the Green Bay Municipal Code. (ZP 24-44 Public Hearing held November 25, 2024).

BACKGROUND

Primary Address: 823 Neufeld Street

Alderpersion /District: Alder. Wery, District 8

Reason for Request: The proposed CUP would allow for a covered porch to extend 3 feet into the front yard setback.

Surrounding Zoning and Land Uses:

Subject: Low Density Residential (RI) | Single-Family Residential

North: Low Density Residential (RI) | Single-Family Residential

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

East: Low Density Residential (RI) | Single-Family Residential

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

Surrounding Zoning and Land Uses: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends Low Density Residential. A single-family home is on the property, which is compatible with the Comprehensive Plan.

Report: 823 Neufeld Street is a 6,490 square foot lot on the City's west side, near Colburn Park. The owner/applicant is looking to build an attached porch on the front of this property that would span the length of the existing front "bump-out". It will be 18' in length and 5' in width. An overhang will also cover this area. A rendering and site plan of this proposal is attached.

Based on lot averaging of the block, the front yard setback for this parcel is 23 feet. The existing home is currently setback 25 feet at the "bump-out" and 30 feet for the rest of the building. Front yard setbacks in this neighborhood are consistent and do not vary much. With the addition of the covered porch, the front yard setback would be 20 feet, putting the porch 3 feet into the front yard setback.

Article VI: Residential Districts, Division I: General Provisions, Section 44-554, Table 44-2 notes that "covered porches are permitted in the front setback compliant with the conditional use permit requirements found in Section 44-83."

Section 44-83(e) of the Zoning Ordinance establishes seven standards for the Plan Commission to consider when reviewing a CUP:

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 the extension of the covered front porch an additional 3 feet into the front yard setback is acceptable and meets the standards for CUP approval.

RECOMMENDATION

Approval of the request, subject to compliance with all other regulations of the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-44 Map
2. ZP 24-44 Street View
3. ZP 24-44 Covered Porch Concepts
4. ZP 24-44 Narrative
5. ZP 24-44 Application



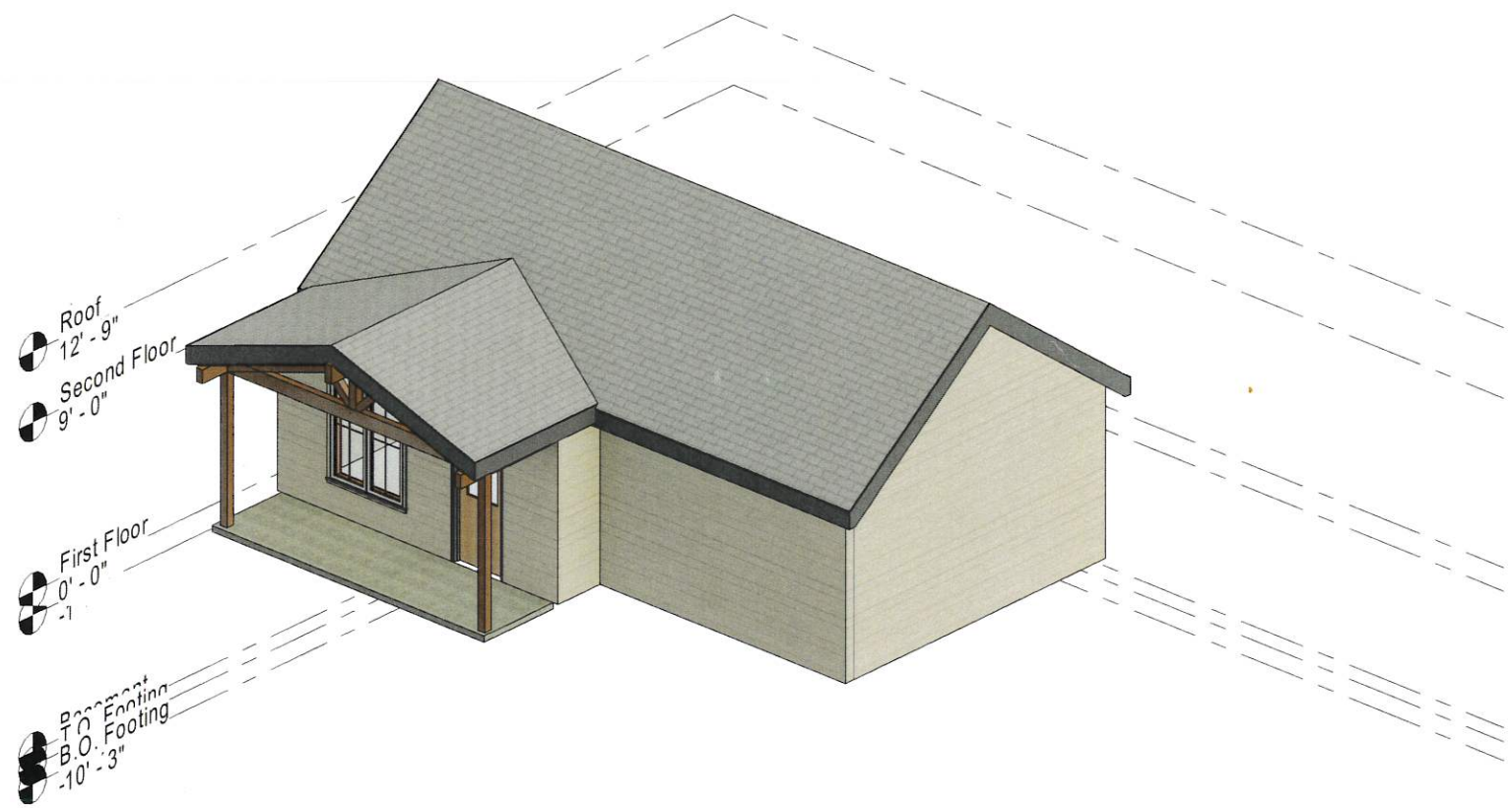
(ZP 24-44) Front Porch CUP at 823 Neufeld Street



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. 13 Nov 2024 X:\Planning\Basemaps\template_8.5x11.mxd

- 823 Neufeld Street
- 200' Notification Area





Roof
12' - 9"

Second Floor
9' - 0"

First Floor
0' - 0"

Basement
-10' - 3"

1 {3D}



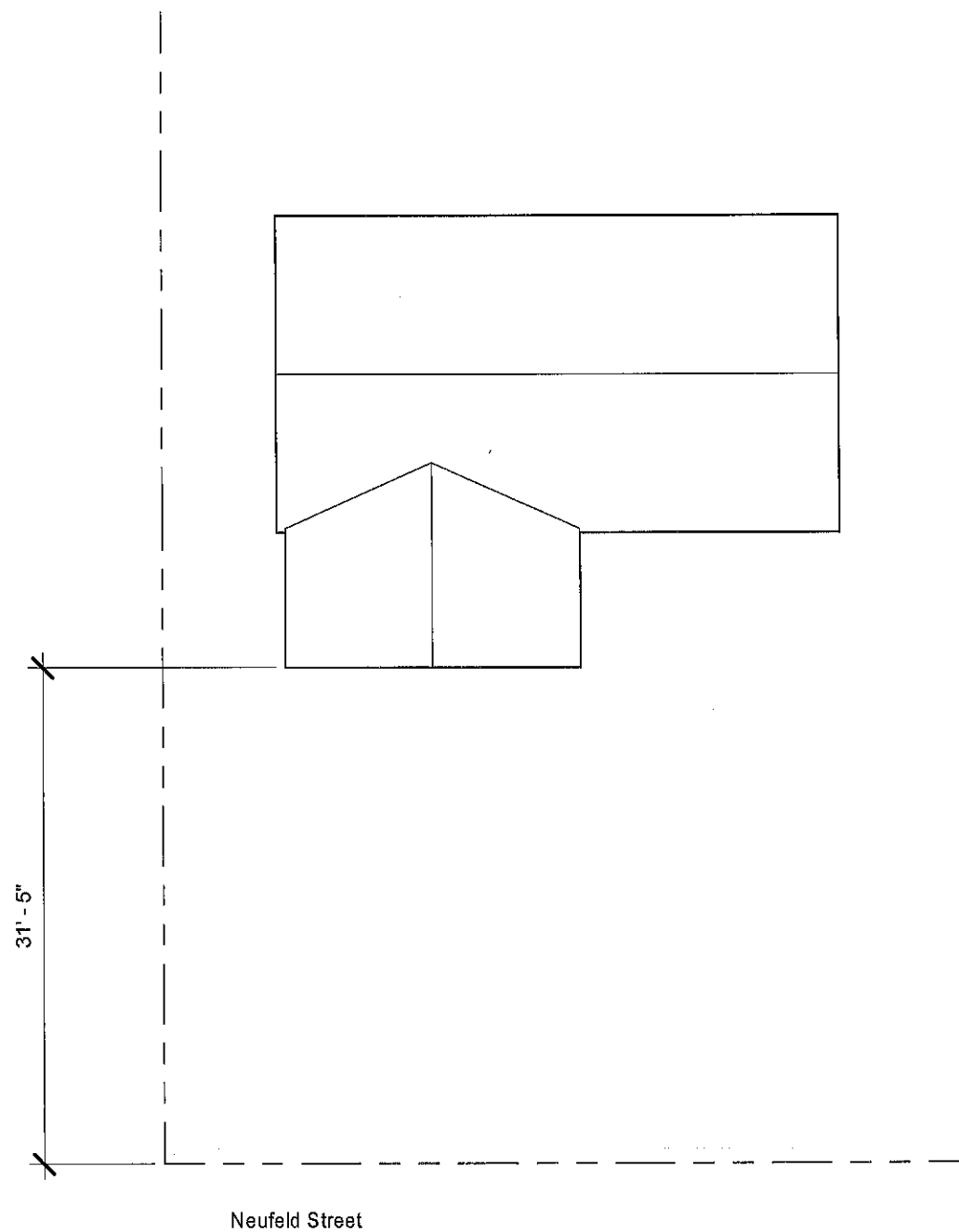
www.autodesk.com/revit

Karstin VanStechelman
Front Porch Addition

No.	Description	Date

3D View		
Project number	Project Number	E3
Date	Issue Date	
Drawn by	Author	
Checked by	Checker	
		Scale

10/30/2024 8:56:26 AM



① Site Plan
1" = 10'-0"



www.autodesk.com/revit

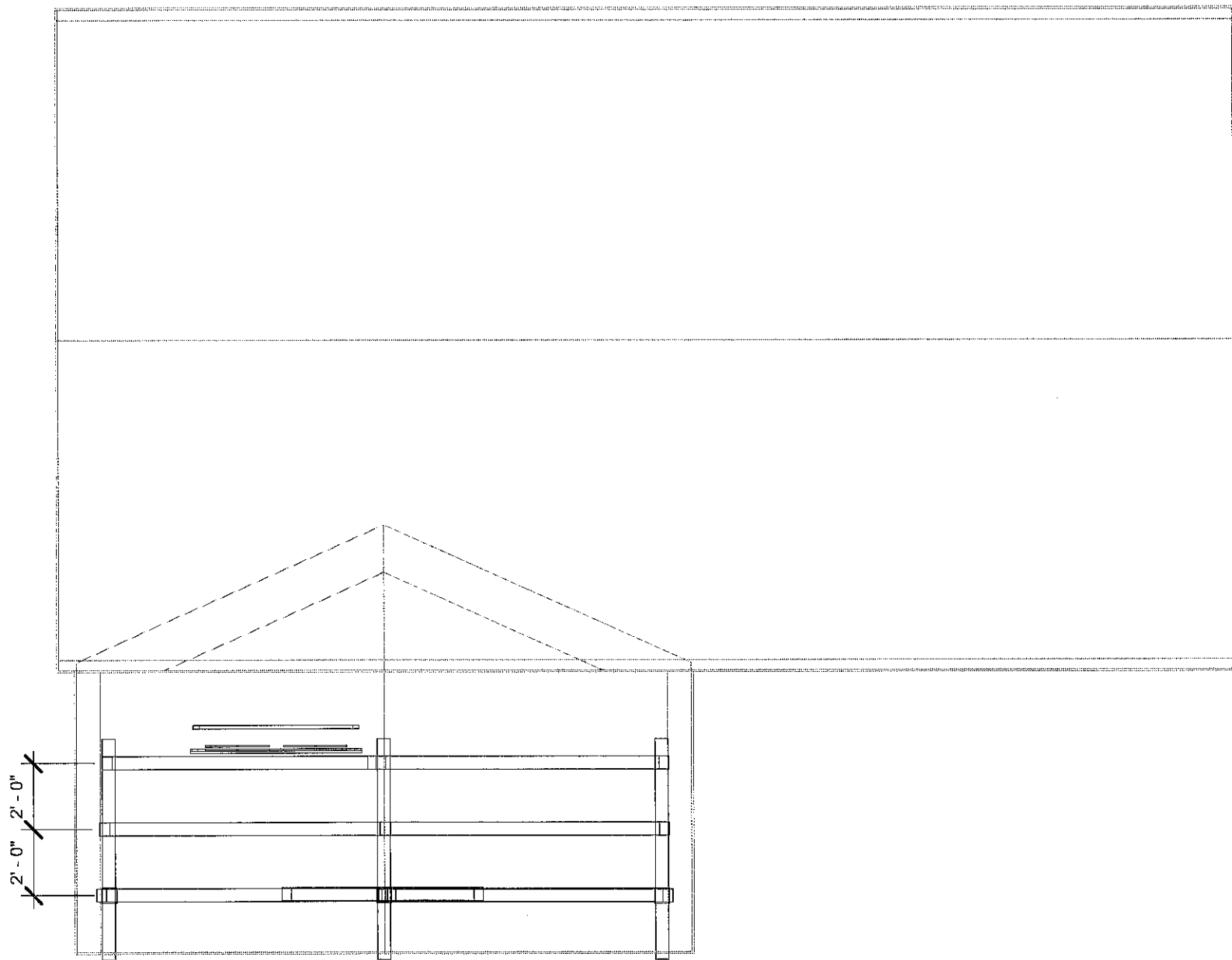
Karstin VanStechelman
Front Porch Addition

No.	Description	Date

Roadway Setback

Project number	Project Number	E6
Date	Issue Date	
Drawn by	Author	
Checked by	Checker	
Scale 1" = 10'-0"		

10/30/2024 11:29:49 AM



1 Roof Framing
1/4" = 1'-0"



www.autodesk.com/revit

Karstin VanStechelman
Front Porch Addition

No.	Description	Date

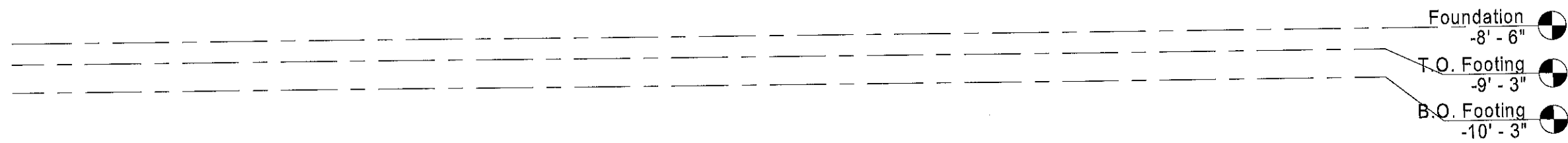
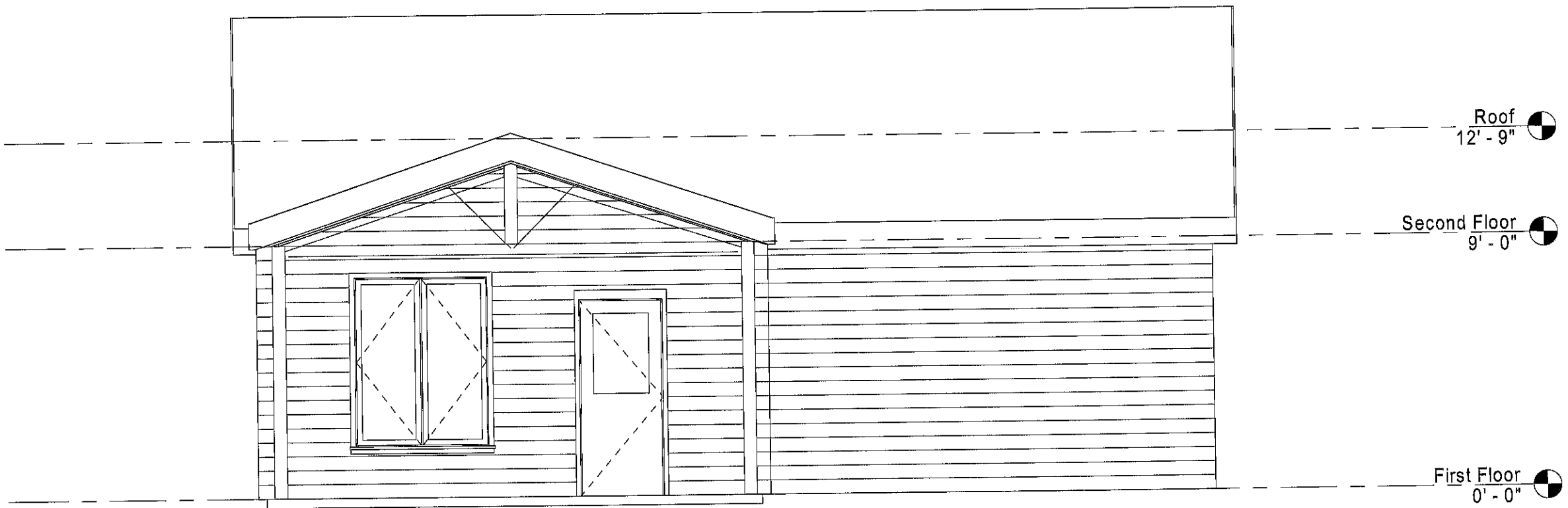
Roof Framing

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

E4

Scale 1/4" = 1'-0"

10/30/2024 8:54:12 AM



① South
1/4" = 1'-0"



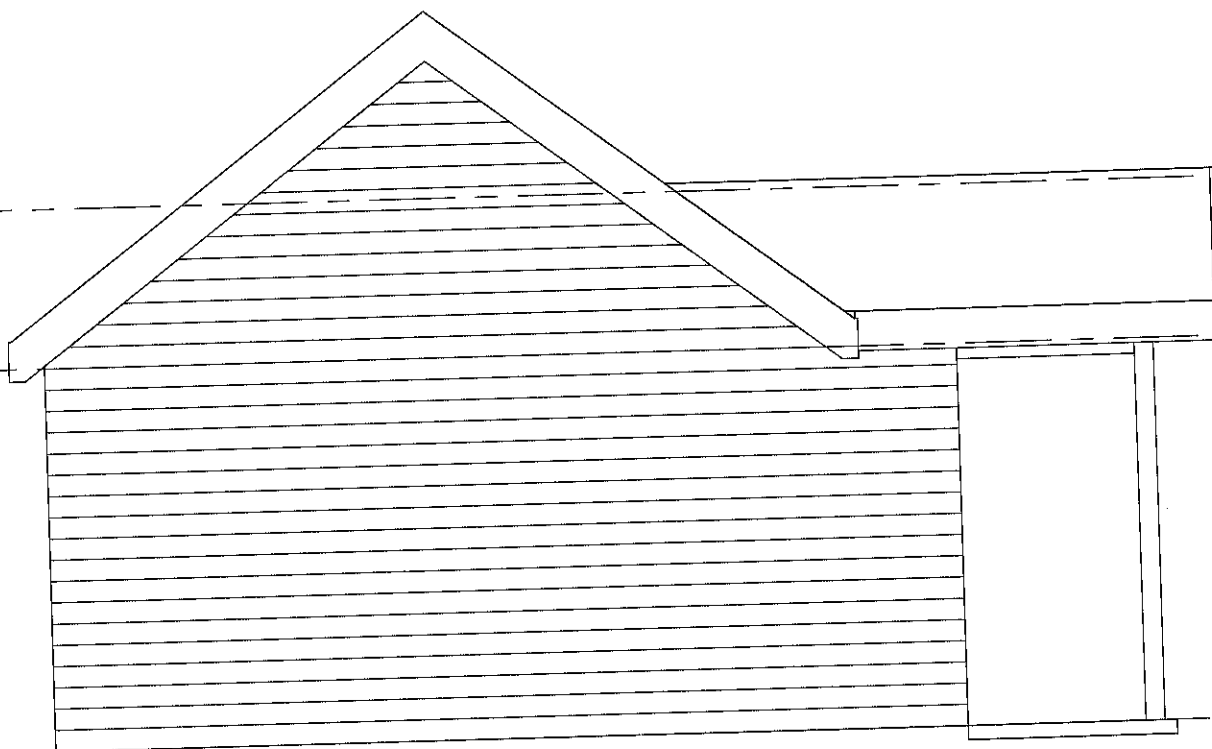
www.autodesk.com/revit

Karstin VanStechelman
Front Porch Addition

No.	Description	Date

Front Elevation (Neufeld Street)		
Project number	Project Number	E7
Date	Issue Date	
Drawn by	Author	Scale 1/4" = 1'-0"
Checked by	Checker	

10/30/2024 9:52:50 AM



Roof
12' - 9"

Second Floor
9' - 0"

First Floor
0' - 0"

Foundation
-8' - 6"

T.O. Footing
-9' - 3"

B.O. Footing
-10' - 3"

① West
1/4" = 1'-0"



www.autodesk.com/revit

Karstin VanStechelman
Front Porch Addition

No.	Description	Date

West Elevation

Project number	Project Number	E5
Date	Issue Date	
Drawn by	Author	Scale 1/4" = 1'-0"
Checked by	Checker	

10/30/2024 9:46:03 AM

823 Neufeld St. Narrative

Looking to build an attached Porch to house which span the length of front House bump out. Total length is 18' and width 5 ft. There will be an overhang open beam roof over Porch which will match existing roof line. Beams will be 6"x6" ASH Lumber. Roof Materials will match new roof being installed. Front Porch will be built with composite decking material to match the ASH beams. Looking to do a natural stain color for beams with black trim. Also to note there will be a step running the width of Porch.



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: 823 NEUFELD ST GB, WI 54304
Parcel Number(s): 6-160-1
Petitioner(s): KARSTIN VANSTECHELMAN Date: 10/30/24
Email: KARSTIN.VANSTECHELMAN@gmail.com Phone Number: (920) 461 2389
Address: 823 NEUFELD ST City: GB State: WI Zip: 54304
Property Owner: KARSTIN VANSTECHELMAN Phone Number: (920) 461 2389

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, KARSTIN VANSTECHELMAN, respectfully request that the City of Green Bay take the following action:

- ☐ Rezone Property (\$375.00 Review Fee)
- ☒ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$375.00 Review Fee)
- ☐ PUD and PUD Amendments (\$425.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 + \$35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary Condominium Plat (\$250.00 + \$35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map (\$250.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat (\$150.00 Review Fee)
- ☐ Approve Final Condominium Plat (\$150.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)
- ☐ Development District Map Amendment (\$200.00 Administration Fee)
- ☐ Official Map Amendment (\$200.00 Administration Fee)
- ☐ Plat of Right-of-Way (\$200.00 Administration Fee)
- ☐ Discontinue a Public Utility Easement (\$200.00 Administration Fee)
- ☐ Street Name Change (\$200.00 Administration Fee)
- ☐ Declare City Property "City Surplus" (\$200.00 Administration Fee)
- ☐ Vacate a Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Closure of Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Comprehensive Plan Amendments (\$275.00 Review Fee)
- ☐ Other (\$200.00 Administration Fee): _____

Owner Signature: [Signature] Date: 10/30/24

Petitioner Signature(s): [Signature] 10/30/24

Checklist of required attachments:

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

For office use only:

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



Report to the Green Bay Plan Commission

MEETING DATE

December 3, 2024

PREPARED BY

David Buck, Staff

AGENDA ITEM # P.7

To approve the request to rezone Parcel 21-1336-2 located on the 1600 Block of Amy Street from Low-Density Residential (R1) to Medium-Density Residential (R2). (ZP 24-42 Public Hearing held November 25, 2024)

BACKGROUND

Primary Addresses: 1600 Block of Amy Street / Parcel 21-1336-2

Alderson/District: Ald. B. Galvin, District 4

Reason for Request: The proposed request for rezoning will allow the property to be subdivided and developed with two-family uses as permitted uses.

Surrounding Zoning and Land Uses:

Subject: Low-Density Residential (R1) | Undeveloped

North: Light Industrial (LI) | Media Company, Cell Tower & Miscellaneous Commercial

South: Low-Density Residential (R1) | Single- & Two-Family Homes

East: Office Residential (OR) and Varied Density Residential (R-3) | Media Company, Cell Tower & Multi-Family Apartments

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

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends Medium and High-Density Residential uses for this parcel. This rezoning is consistent with this recommendation.

Report: The subject property is roughly located on along the 1600 Block of Amy Street, the eastern terminus of Edison Street and the 800 Block of Victoria Street. The “L” shaped corner lot is 3.188 acres/ 138,869 square feet in size with approximately 470 feet of frontage on Amy Street, 96 feet of frontage on Victoria Street and 60 feet of frontage on Edison Street. Edison Street dead-ends without a cul-de-sac or “turn-around” at the western property line of the subject property.

The petitioner is requesting the change in zoning district designation with the intent of dividing the existing lot into seven parcels: five along the Amy Street frontage and two at the end of Edison Street. Once divided, it is the intent to construct seven two-family semi-detached buildings (aka side-by-side duplexes). The petitioner has indicated that they own many properties within the region and that this proposal will enhance the neighborhood with new housing stock, provide additional housing options and maintain a cohesive community aesthetic to what is currently developed in the area.

The requested zone change is consistent with the future land use designation and their use will act as a buffer from the commercial uses to the north and east to the lower density residential character of the greater Starlite neighborhood. Low-density uses are expected to have 4-8 units per acre and medium to

high-density uses would be expected to be greater than 8 units per acre. The proposed land division and development would be less than the future land use recommendation at just over 4 units per acre. However, due to the lots geometry (depth, width and shape) higher densities would be difficult to achieve.

Ald. Galvin and neighbors within 400 feet have been notified of the meeting and signage placed on the property based on Plan Commission policy. The applicant also held a neighborhood meeting on November 18, 2024 that had approximately 14 attendees. Two inquiries were made, one of which was an objection to the two-family and rental nature of the uses. No other comments have been received by staff as of the drafting of this report.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-42 Application - Amy St Rezone
2. ZP 24-42 Location 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: Amy St. Green Bay WI

Parcel Number(s): 21-1336-2

Petitioner(s): Dalton Ruesch

Date: 10-8024

Email: daltonruesch@gmail.com

Phone Number: 715-459-3263

Address: 1241 Bellevue St

City: Green Bay

State: WI

Zip: 54312

Property Owner: JJP Acquisitions LLC

Phone Number: 920-471-6028

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, Dalton Ruesch, respectfully request that the City of Green Bay take the following action:

- ☒ Rezone Property (\$375.00 Review Fee)
- ☐ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$375.00 Review Fee)
- ☐ PUD and PUD Amendments (\$425.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 + \$35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary Condominium Plat (\$250.00 + \$35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map (\$250.00 Review Fee)
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- ☐ Approve Final Condominium Plat (\$150.00 Review Fee)
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- ☐ Development District Map Amendment (\$200.00 Administration Fee)
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- ☐ 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: 10/10/2024

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.: _____



Appropriate format depends on zoom level

"hooks" indicate
parcel ownership
crosses a line

www.browncountywi.gov



Fetch Address, Parcel ID, & more



Owner(s) & mailing address

JJP ACQUISITIONS LLC
PO BOX 181 SUAMICO WI 54173

Deeded acres: 3.188

Legal description

3.188 AC M/L
ASTORS SUBD OF PC 3-7 ESFR PART OF
E1/2 OF THE E1/2 OF N1/2 OF LOT 18 DESC
IN 803 R 634 & 803 R 635 & PART OF LOT 19
DESC IN 1621550 EX ST

School district

GREEN BAY AREA PUBLIC SCHOOL
DISTRICT

Parcel creation date: 19980709*

Historical date: 01000101*

*A date of "01000101" indicates incomplete

Zoom to

100' 200ft

108,510.53 559,847.46 Feet

Project Proposal: Re-Zoning and Development Plan

Project Overview

We propose to rezone the property to R2 and divide the existing lot into seven individual parcels. Specifically, this plan includes the creation of five parcels along Amy Street and two parcels along Edison Street.

Development Plan

Upon completion of the subdivision, we intend to construct seven side by side duplexes on the newly created parcels. This development aims to enhance the neighborhood by providing additional housing options while maintaining a cohesive community aesthetic.

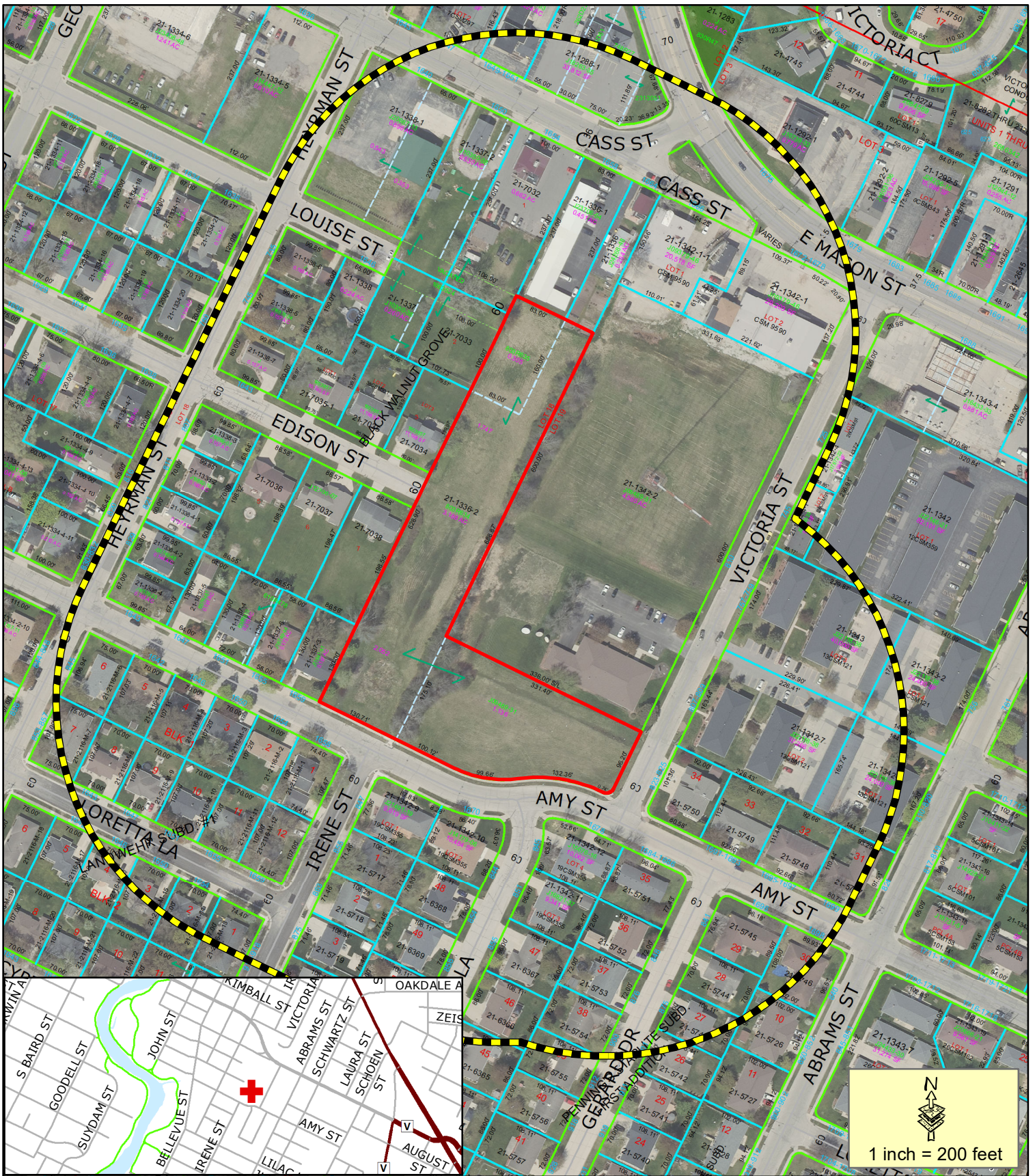
We appreciate your consideration of this proposal and look forward to discussing this project.

Dalton Ruesch

Owner

Ruesch Management

10/08/24



- Proposed Zone Change
- 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 24-42

Proposed Zone Change from **R-1 Low Density Residential District to R-2 Medium Density Residential District at 1600 Block of Amy Street**





Report to the Green Bay Plan Commission

MEETING DATE

December 3, 2024

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # P.8

To approve a draft PUD to amend uses and physical development standards of a Planned Unit Development (PUD) at 216 S Military Avenue with a 5-year sunset clause stating "Any non (CI) General Commercial uses shall not be permitted within Development Area C after December 17, 2029." (ZP 24-43 Public Hearing held November 25, 2024).

BACKGROUND

Primary Address: 216 S Military Ave

Aldersperson/District: Ald. Melinda Eck / District 11

Reason for Request: To permit the permanent expansion of limited Light Industrial (LI) and General Commercial (CI) uses at the parcel.

Surrounding Zoning and Land Uses:

Subject Property: Community Center Commercial (C3) with existing ZO No. 14-21 overlay.

North: Community Center Commercial | Q Tea Premium Tea House

South: General Commercial (CI) and Light Industrial (LI) | HJ Martin showroom, HJ Martin installation service center and flooring distribution center

East: General Commercial (CI) | Bay Area Diamond Company BMO Harris Bank

West: Varied Density Residential (R3) | Mixture of single, two, and multi-family residences

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for commercial use. It recommends medium/high density residential areas and low-density residential areas to the west of Parcel 6-266E (across Randall Court), and commercial areas to the north, east, and south.

The proposed zoning change to a Planned Unit Development, as drafted, is not fully consistent with the recommendation of the Comprehensive Plan for the particular property which calls for commercial use. However, the draft PUD designates three separate development areas:

Development Area A: Area along Military Avenue, a depth of 150-200 feet. This development area would retain commercial frontage along the Military Avenue corner and provide sufficient depth and area to encourage redevelopment of the street frontage along Military Avenue.

Development Area B is designated for the existing Superior Discount Liquor store and retains commercial uses into the future on Alfran Street

Development Area C is designated for the remainder of the parcel continuing existing limited light industrial uses.

Analysis: This request allows permanent status for limited LI uses and CI uses within the entire site.

This parcel was a part of an initial PUD which was approved in December 2021 permitted limited light industrial use on the site for HJ Martin and Bellin Health on a property which is zoned C3 Community Center Commercial. The PUD has a sunset of December 2024 for the light industrial use components.

An update to the initial PUD came before the Plan Commission and Common Council during winter 2022-2023. At that time, proposals called for a multi-story multi-family residential building in the existing parking lot fronting Military Avenue, commercial use in the vicinity of the existing liquor store along Alfran and continued permanent light industrial use for the remainder of the existing former department store/grocery store building and the parking area to the north and west of the existing building.

Ultimately, the PUD did not pass Common Council. Stated concerns about residential uses along Military Avenue were voiced by both nearby property owners and the existing property owner.

City staff and Henry Real Estate Development LLC, the property owner, have been in discussions regarding a PUD update for many months. The old Shopko/Jubilee Foods store building has been used by HJ Martin for limited production/processing, warehousing, and training facilities since 2021. Additionally, Bellin Health has been a tenant for medical equipment service and repair. The property owner seeks to permit light industrial uses of a majority of the building as well as the parking areas to the west and north of the building and an approximate 27-foot wide strip of land to accommodate vehicle access to a garage door facing Military Avenue with a landscape buffer in between.

City staff is content with the uses listed above so long as commercial uses can be developed along Military Avenue, existing uses do not expand, and sufficient physical landscape separation occurs around neighboring users.

Staff and Henry Real Estate Development agreed to separate the development standards for three separate areas in the current parcel.

Development Area A:

(C1) General Commercial uses along Military Avenue. Generally, to a depth of 200 feet, depth is reduced to 150 feet in the south 100 linear feet of the parcel off of the railroad tracks. The final 100 feet uses the existing 100-foot by 100-foot annex of the old Shopko building. Any use by the existing/future property owners of this 100 x 100 foot portion of the building must be a C1 use. HJ Martin is looking to change this portion of the building to contractor showroom or office space. The remainder of the parking lot must be for commercial purposes and Henry Real Estate Development is seeking users to build in the old parking lot. A depth of 200 feet on the property gives sufficient space to build storefronts which could front Military Avenue while having limited production and processing, distribution of building materials and supplies, additional contractor showrooms, training facilities and storage of materials related to uses permitted.

Development Area B:

(C1) General Commercial uses with additional vehicular-use commercial categorizations permitted by right. This area is the northernmost 157 feet of the parcel where the existing liquor store operates. The liquor store is legal use and may continue operating.

Development Area C:

The remainder southwestern portion of the parcel. This is the majority of the existing old Shopko/Jubilee Foods building as well as area west to Randall, north to Development Area B and east to Development Area A. The gap between the primary east wall of the building and Development Area A is approximately 28 feet. This 28 feet shall have a minimum 5 foot wide buffer which requires landscaping and a 100 percent opaque 6 foot tall buffer. This leaves 22-23 feet of space for a vehicle to access a single garage stall off the eastern wall of the building. This is the area HJ Martin and Bellin Health have been operating from and wish to continue to operate from. Staff and Henry Real Estate LLC are content with the following permitted uses:

- a. Limited production and processing
- b. Distribution of building materials and supplies

- c. Contractor showroom
- d. Training facilities to include fixture installation, case work mockups, shower mockups, stair mockups, and other similar training activities with classrooms and chairs.
- e. Office space
- f. Medical equipment service and repair
- g. Storage of materials directly related to uses permitted within the PUD limited to the following:

- 1. Flooring materials
- 2. Flooring sundries
- 3. Tools and equipment
- 4. Acoustical ceiling tile and grid
- 5. Shower doors and windows
- 6. Wheelchairs
- 7. Oxygen tanks
- 8. Any other similar materials as submitted to the Zoning Administrator for approval by Zoning Administrator or their designee:

h. Training facilities to include fixture installation, case work mockups, shower mockups, stair mockups, and other similar training activities with classrooms and chairs.

Staff believes appropriate physical design features are needed to create a transition from the uses permitted in Development Area C and the surrounding neighborhood. Staff has put forth the following landscaping and buffer requirements in the PUD to better facilitate a separation of uses from the commercial corridor on Military and the residential neighborhood along Randall.

Separation between Development Area A (Along Military) and Area C (SW corner of property)

A 5-foot buffer is required. A landscape buffer which is a minimum of 5 feet in width is required east of the main building. Such buffer must include a combination of 1 tree for every 50 linear feet and 8 shrubs for every 50 linear feet. This buffer can be removed if and when 65 percent of the overall linear footage along Military Avenue has a building footprint with commercial use. This places a strong presence of commercial up along Military Avenue and places the existing limited light production and processing to the rear of the block.

Separation between Development Area C and (Northern portion of property west of Leo and alongside Alfran) A landscape buffer which is a minimum of 20 feet in width is required adjacent to Development Area B. 1 tree for every 50 linear feet and 8 shrubs for every 50 linear feet.

Separation between Development Area C and Randall Court.

A landscape buffer which is a minimum of 25 feet in width (with the exception of the cul-de-sac bulb) adjacent to the westerly ROW along Randall Court. 1 tree for every 50 linear feet and 8 shrubs for every 50 linear feet.

An updated, approved, and constructed landscape plan must be completed within 6 months of approval of the PUD.

Ald. Eck, Military Avenue BID and property owners within 400-feet have been notified of the request. We have received no objections as of the drafting of this report.

A neighborhood meeting was held by the petitioner at the HJ Martin showroom on October 17. One member of the public attended as well as Alder Eck.

RECOMMENDATION

Approval of the request, subject to the draft PUD.

FISCAL IMPACT

ATTACHMENTS

1. 24-43 Application Packet
2. ZP 24-43 Map
3. Draft Z.O. 26-24 PUD Amendment 216 S Military



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: 216 S. Military Avenue, Green Bay, Wisconsin

Parcel Number(s): 6-266-E

Petitioner(s): Henry Real Estate Development, LLC/David Martin Date: October 22, 2024

Email: david@hmartin.com Phone Number: 920-490-3104

Address: P.O. Box 11387 City: Green Bay State: WI Zip: 54307

Property Owner: Henry Real Estate Development, LLC Phone Number: 920-494-3461

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

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

I, David N. Martin, 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)
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- ☐ 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: David Martin

Date: October 22, 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.: _____

Applicant Narrative - Request for City Action

Here is a brief timeline of the conditions leading to the current request.

An affiliated entity of H.J. Martin & Son, Inc. ("H.J. Martin") owns the old Shopko building located at 216 S. Military Avenue ("the Property"). The affiliated entity, Henry Real Estate Development, LLC ("Henry Real Estate") is currently leasing the Property to H.J. Martin and Bellin Memorial Hospital ("Bellin").

A Development Agreement, which allows H.J. Martin temporary uses of warehousing, employee training and product assembly, as well as maintenance of equipment by Bellin, will expire in December, 2024.

Although the Agreement allows for extensions, it also requires a concept plan with significant activity for future redevelopment. The Property has been listed for the past three years, and the Martins have met with countless interested parties for sale or lease of the building, and out lots. In each case, the potential buyer was not the right fit for the neighborhood's long-term plan.

In July, the Martins met with Jon LeRoy and Matthew Buchanan from the City of Green Bay. The intent of the meeting was to highlight improvements made on the Military Avenue/Western Avenue neighborhoods, discuss the difficulties in finding a redevelopment project for the Property.

Over ensuing meetings with the City staff, the Martins requested a three (3) year extension to find the right redevelopment opportunity. City officials denied this request.

Thereafter, the Martins received feedback from the City staff to indicate a willingness to allow the Martins a permanent use of the Shopko building, if they meet certain conditions with respect to screening/landscaping, maximizing the commercial depth of the Property frontage to improve marketability and removal of barriers and addition of greenspace. Based upon City staff recommendation, the Martins hired ISG, Inc. to provide a landscape concept design ("the Concept Design") to support the City's landscape screening and buffering proposal. The Martins do have existing leases and would seek to balance those agreements with City requirements.

The Permanent PUD would allow H.J. Martin and Bellin their current uses of warehousing, employee training and product assembly, as well as maintenance of equipment by Bellin become permanent based upon the Concept Design which incorporates: 1) Randall frontage – addition planting density, with berm height and visual screening to meet code specifics; 2) 130 S. Military – The Martins have a lease with the liquor store owner, which property is grandfathered and not subject to landscape screening; and 3) Alfran and Military frontage – providing screening by use of landscaping beds and landscape islands between the "new" commercial parcel and the old Shopko building.

The attached Concept Design is based on the following:

A) The commercial use for H.J. Martin's Shower Doors division offices (southeast front corner along Military Avenue), which is within the current zoning, will allow for parking and island type buffering with possible signage on the façade.

B) The landscaping "at grade" bed being added along Military Avenue will buffer the view of the property up to the driveway – the Martins would like this frontage along Military, south of the curb cut and to the railroad crossing be able to include trees and screening in the existing wide green terrace, using the terrace to screen that segment of the building. Doing so would screen the two-story portion of the building but maintain usefulness of that narrow segment of the parcel.

C) The Martins seek to retain their garage doors in the front of the building but add landscape beds to screen and overlap the garage view. Bellin's lease allows it to service all of its equipment for use within the City's various medical facilities. The leased space allows a pull through area, as they drive around back and pull through the front garage door with a box truck. This lease space is crucial to the day-to-day operations of Bellin. With the additional screening around the side of the building, as well as the island landscaping, this area is suitably screened. The H.J. Martin two (2) garage doors are also screened in the attached Concept Design. The garage door facing Military Avenue is used for our woodshop, and the garage door facing Leo Street is used for the H.J. Martin Shower Door division. This would in essence create an alleyway behind the new commercial property while maintaining security as to not have hidden or blocked areas. Security is an utmost concern on this property which led to island type buffering versus a landscape bed or berm in front of the building.

D) This Concept Design adds necessary landscape buffering, defines the "new" commercial parcel in front, adds beautification to the property, and maintains the integrity of the property as a whole as to not segment it for an end user who might purchase/lease the entire property.

In an effort to find an end user for either the "new" commercial parcel, or the entire property, along with seeking a permanent PUD for the Martin's current uses of warehousing, employee training and product assembly and office space, as well as maintenance of equipment by Bellin, the Martins also seek a change in zoning from C3 to C1 for the property.

The Martins' future expansion and redevelopment of their surrounding parcels will eventually negate the need for light industrial use in the former Shopko building. The Martins and the City share the belief that the continuity of commercial use along Military Avenue is important.



CITY LANDSCAPE REQUIREMENTS

44-196A - PERIMETER LANDSCAPE BUFFER REQUIREMENTS:

- FOR NON-RESIDENTIAL OR MULTIFAMILY USES WHEN ADJACENT TO RESIDENTIALLY ZONED PROPERTY OR PROPERTY USED FOR RESIDENTIAL PURPOSES, THE FOLLOWING BUFFER SHALL BE AT LEAST 10 FEET WIDE. THE BUFFER SHALL BE PLANTED WITH TREES AND SHRUBS TO A MINIMUM OF 2,000 SQUARE FEET OF FLOOR AREA OR MORE WHEN ADJACENT TO RESIDENTIALLY ZONED PROPERTY OR PROPERTY USED FOR RESIDENTIAL PURPOSES.
- MECHANICAL SYSTEMS WHEN ADJACENT TO RESIDENTIALLY ZONED PROPERTY OR PROPERTY USED FOR RESIDENTIAL PURPOSES.

44-196B - INTERIOR PARKING LOT LANDSCAPING:

- PLANTING AREA
AT LEAST TEN PERCENT OF THE INTERIOR AREA OF PARKING LOTS WITH TEN OR MORE PARKING SPACES AT THE MINIMUM RATE OF ONE TREE PER 500 SQUARE FEET OF PARKING AREA. LANDSCAPE ISLANDS, LANDSCAPE MEDIAN, AND PERIMETER AREAS SHALL COUNT TOWARD THIS REQUIREMENT.
- LANDSCAPE ISLANDS
LANDSCAPE ISLANDS SHALL BE PROVIDED AT THE END OF EACH ROW OF PARKING SPACES AND WITHIN THE ROW OF PARKING SPACES TO PROVIDE VISUAL SCREENING AND PREVENT THE GROWTH OF WEEDS.
- LANDSCAPE ISLANDS
LANDSCAPE ISLANDS SHALL BE PLANTED WITH A MIX OF PERENNIALS, HERBACEOUS PERENNIALS, BIOTRENTION OR BARN, GARDEN PLANTS, AND GROUNDCOVER. TREE PLANTING SHALL COVER THE GROUND SURFACE AND PREVENT THE GROWTH OF WEEDS.
- LANDSCAPE ISLANDS
REQUIREMENT FOR PLANTING IN LANDSCAPE ISLANDS SHALL BE ONE TREE PER 100 SQUARE FEET OF LANDSCAPE ISLAND ON THE SITE.

44-196C - PERIMETER PARKING LOT LANDSCAPING:

- A MINIMUM OF ONE CANOPY TREE AND FIVE SHRUBS PER 400 LINEAL FEET SHALL BE PLANTED WITHIN THE PERIMETER PARKING LOT LANDSCAPE AREA.

44-196D - BUILDING FOUNDATION LANDSCAPING:

- FOUNDATION PLANTINGS SHALL INCLUDE TREES PLANTED AT THE RATE OF ONE TREE PER 50 LINEAL FEET OF BUILDING FACADE, AND MAY ALSO INCLUDE SHRUBS, HERBACEOUS PERENNIALS, BIOTRENTION OR BARN, GARDEN PLANTS, AND GROUNDCOVER. TREE PLANTING SHALL COVER THE GROUND SURFACE AND PREVENT THE GROWTH OF WEEDS. PLANTING SHALL BE PLANTED ON ANOTHER PORTION OF THE SITE IF A MINIMUM OF 50 FEET FROM THE BUILDING CANNOT BE MAINTAINED.

44-198 - PLANT MATERIAL:

- PLANT SPECIES MAY - WHERE 20 OR MORE TREES ARE PROPOSED AT LEAST THREE SPECIES OF TREE SHALL BE UTILIZED, AND NO SINGLE SPECIES OF TREE SHALL MAKE UP MORE THAN 50 PERCENT OF THE TOTAL PLANTINGS FOR THE PROJECT. WHERE 30 OR MORE TREES ARE PROPOSED, THE SPECIES WHERE 30 OR MORE TREES ARE PROPOSED SHALL COMPREHEND MORE THAN ONE THIRD OF SHRUB PLANTINGS.
- MINIMUM PLANT MATERIAL SIZES:
 - DECIDUOUS TREES - TWO INCH CALIPER (MINIMUM REQUIRED SIZE AT TIME OF PLANTING)
 - EVERGREEN TREES - ONE AND ONE-HALF INCH CALIPER (MINIMUM REQUIRED SIZE AT TIME OF PLANTING)
 - SHRUBS - SIX FEET IN HEIGHT (MINIMUM REQUIRED SIZE AT TIME OF PLANTING)
 - PERENNIALS - SIX INCH CALIPER (MINIMUM REQUIRED SIZE AT TIME OF PLANTING)

STREET FRONTAGE TREE REQUIREMENTS				
STREET	LINEAL FEET	REQUIRED	EXISTING	PROPOSED
LEO STREET	40'-2"	1	0	1
MILITARY AVENUE	205'-4"	6	0	6
RANDALL COURT	69'-4"	18	4	21
TOTAL		27	4	28

STREET FRONTAGE SHRUB REQUIREMENTS				
STREET	LINEAL FEET	REQUIRED	EXISTING	PROPOSED
LEO STREET	40'-2"	5	0	43
MILITARY AVENUE	205'-4"	26	0	28
RANDALL COURT	69'-4"	97	12	122
TOTAL		119	12	188

BUILDING FOUNDATION TREE REQUIREMENTS				
LINEAL FEET FACING MILITARY AVENUE	REQUIRED TREES	EXISTING TREES	PROPOSED TREES	
595'-4"	11		11	

CONCEPT PLANT SCHEDULE

DECIDUOUS TREE 29

PERENNIALS 13

EVERGREEN TREE 9

EXISTING TREES 4

MEDIUM DECIDUOUS SHRUB 173

PERENNIAL GRASS 156



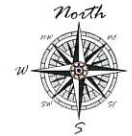
EXHIBIT "A"

LEGAL DESCRIPTION

Lot 1 of Volume 5 Certified Survey Maps, Page 177, Map Number 1366, Document Number 802454, being part of Private Claim 1 West and part of vacant strip in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

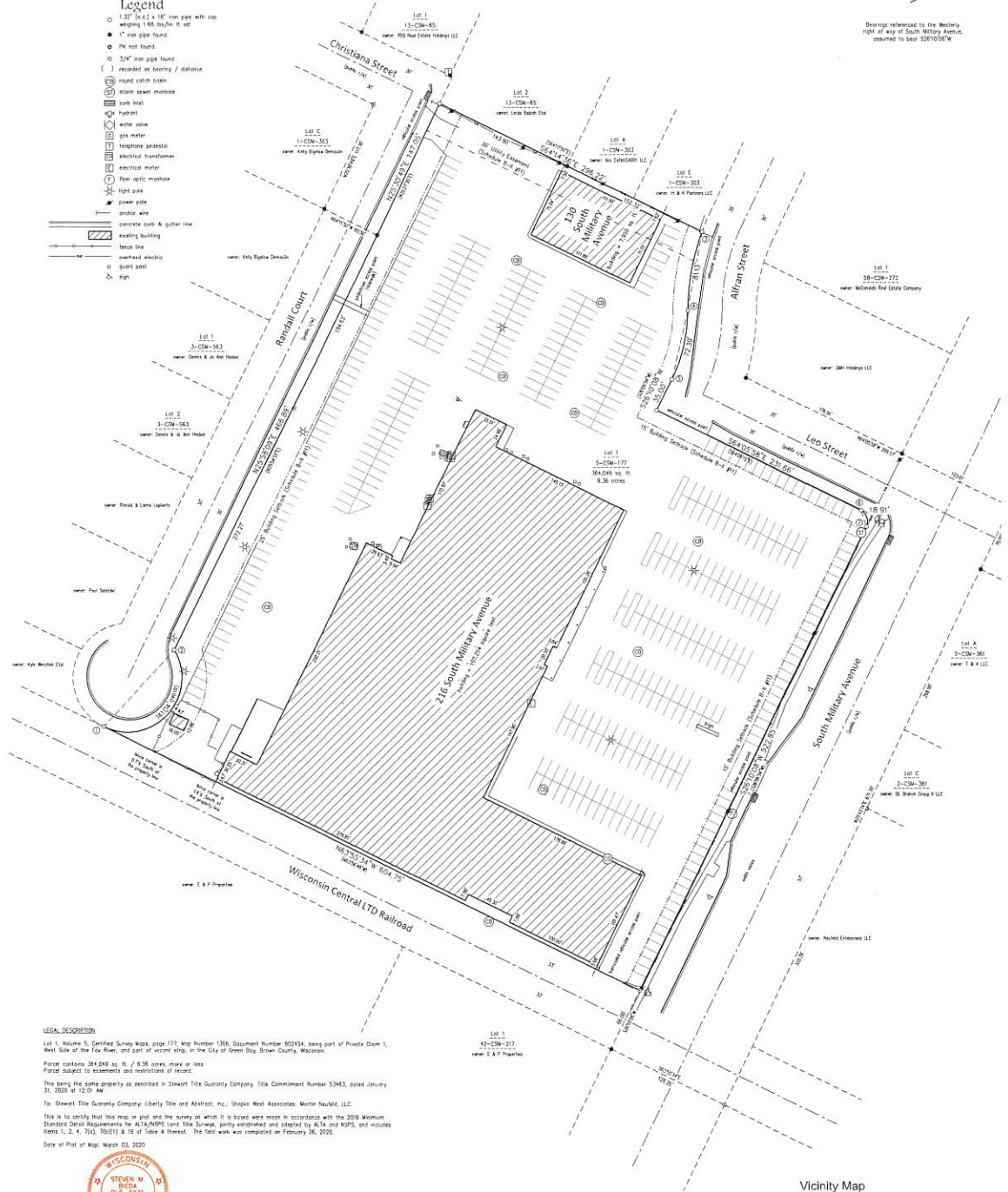
ALTA / NSPS Land Title Survey

Lot 1, Volume 5, Certified Survey Maps, page 177, Map Number 1366, Document Number 802454, being part of Private Claim 1, West Side of the Fox River, and part of vacant strip, in the City of Green Bay, Brown County, Wisconsin.



Legend

- 1.32" (x.1) x 18" iron pipe with cap
- 1.5" iron pipe found
- PK not found
- 3/4" iron pipe found
- recorded as bearing / distance
- round catch basin
- storm sewer manhole
- turb inlet
- hydrant
- water valve
- gas meter
- telephone pedestal
- electrical transformer
- electrical meter
- fire hydrant
- light pole
- power pole
- anchor wire
- concrete curb & gutter line
- existing building
- fence line
- overhead electric
- guard post
- sign



LEGAL DESCRIPTION

Lot 1, Volume 5, Certified Survey Maps, page 177, Map Number 1366, Document Number 802454, being part of Private Claim 1, West Side of the Fox River, and part of vacant strip, in the City of Green Bay, Brown County, Wisconsin.

Parcel contains 344,648 sq. ft. / 8.36 acres, more or less.

Parcel subject to easements and restrictions of record.

This being the same property as described in Stewart Title Surety Company, Title Commitment Number 53463, dated January 31, 2020 at 12:01 AM.

For Stewart Title Surety Company, Liberty Title and Abstract, Inc.; Stephen Neufeld, LLC.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Survey, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 4, 7(c), 7(d)(1) & 19 of Table A thereof. The field work was completed on February 26, 2020.

Date of Plat of Map: March 03, 2020



Steven M. Neufeld
P.L.S. 32375
www.mau-and-associates.com
www.sns-surveys.com

Notes

Site was shown covered at the time of field work.

Schedule B-1 Notes

(1) Restrictive Covenants, Notes, Easements and any other matters as contained on the recorded Certified Survey Maps recorded in Vol. 5, Page 177, Map No. 1366 as Document Number 802454 (as shown on survey).

Curve Data

CURVE	ARC LENGTH	BEARING	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	147.09	55.08	100.45	147.09	147.09	55.08
2-3	88.31	121.32	89.70	207.42	121.32	121.32
4-5	73.30	51.32	73.78	101.70	51.32	51.32
6-7	53.01	11.00	53.01	11.00	11.00	11.00

Vicinity Map



PROJECT NO.
17-120

SHEET NO.
1 of 1

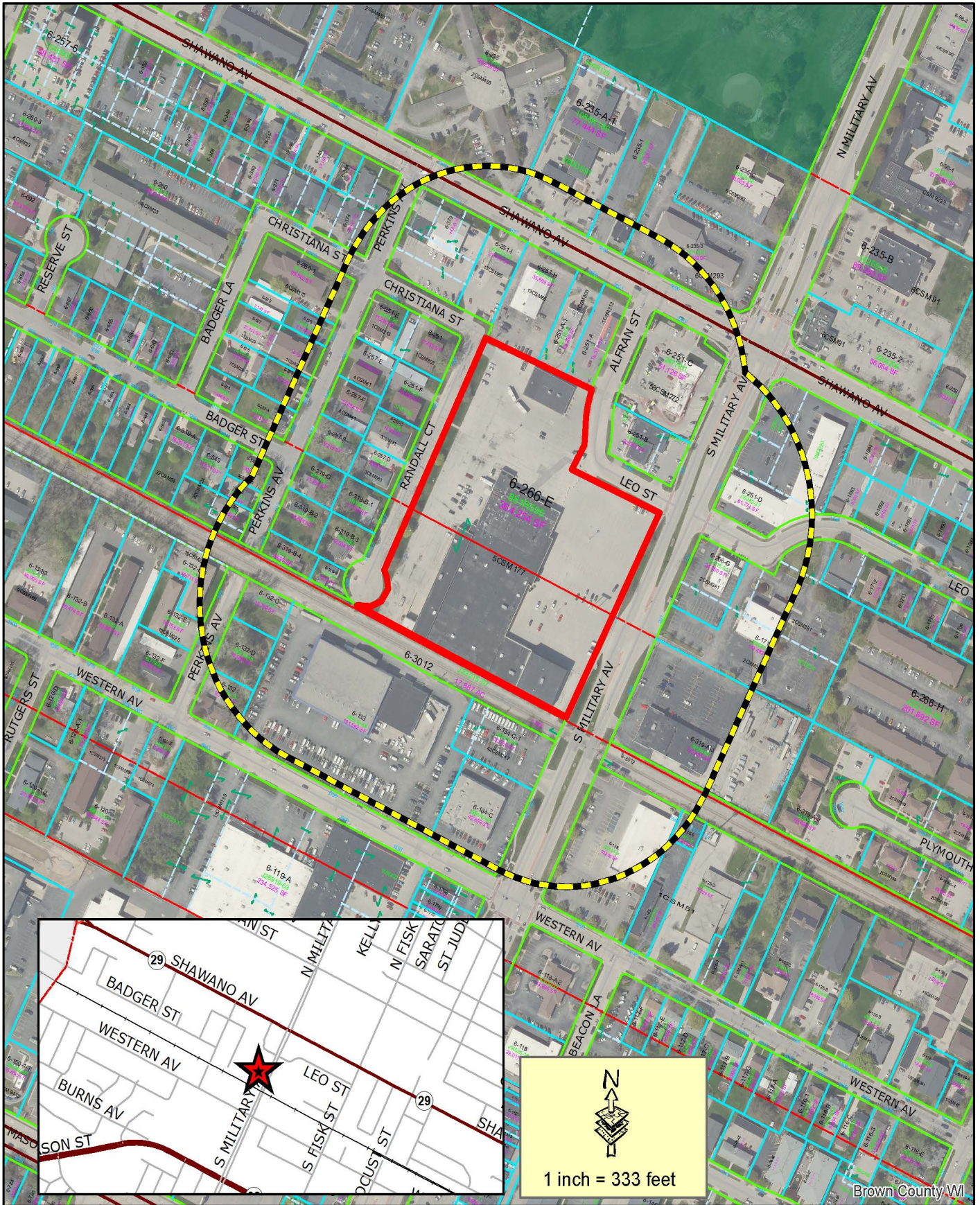
DRAWING NO.
S-3232

Martin Neufeld, LLC

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-and-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

TAX PARCEL NO. 6-266-E
ALTA / NSPS
Land Title Survey
Date Filed: 10/18/2020

SCALE
1"=50'
DRAWN BY
S.M.N.



ZONING ORDINANCE NO. 26-24

AN ORDINANCE AMENDING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR PROPERTY LOCATED AT 216 SOUTH MILITARY AVENUE (ZP 24-43)

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:

Lot 1 of Volume 5 Certified Survey Maps, Page 177, Map Number 1366, Document Number 802454, being part of Private Claim 1 West and part of vacant strip in the City of Gren Bay, West Side of Fox River, Brown County, Wisconsin.

Tax Parcel: 6-266-E

Land Area: Comprises approximately 363,980 square feet / 8.356 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 purpose and intent of the amended Planned Unit Development (PUD) is to permit the current operations as a mix of commercial and light industrial uses. The following requirements are intended to allow for commercial redevelopment and expansion while minimizing impact on residential properties by providing appropriate buffering for limited light industrial use.
- B. Development Site. The area included within this PUD consists of all land included at 216 S Military Avenue. (Parcel 6-266-E) A PUD amendment shall be required for any future changes that do not comply with this PUD.

The site shall be denoted as three different use areas; Development Areas A, B, and C (As shown in Exhibit B)

Development Area A:

Frontage along Military Avenue, to depth of 200 feet off the Military Avenue right of way from the southern railroad property line, north to Leo Street. Depth is reduced to approximately 150 feet off the Military Avenue right of way for the southernmost 100 feet of the parcel to accommodate an existing 100 foot by 100 foot existing building.

Development Area B: The northernmost 157 feet of the property, with frontage to the east along Alfran Street and to the west along Randall Court.

Development Area C: Remaining acreage on the site, generally considered the southwestern portion of the parcel, including the existing building less the 100 foot by 100 foot annex which fronts Military Avenue.

C. Land Use Regulations. The principal and accessory land uses which may be established are as follows:

1. Development Area A:
 - a. All uses defined by General Commercial (C1) district
2. Development Area B:
 - a. All uses defined by General Commercial (C1) district, except for the following auto-oriented primary uses:
 1. Auto rental
 2. Car wash
 3. Convenience store
 4. Fuel gas station
 5. Minor vehicle repair
 6. Major vehicle repair
 7. Drive through facility
3. Development Area C:
 - a. All uses defined by General Commercial (C1) district
 - b. Limited production and processing
 - c. Distribution of building materials and supplies
 - d. Contractor showroom
 - e. Training facilities to include fixture installation, case work mockups, shower mockups, stair mockups, and other similar training activities with classrooms and chairs.
 - f. Office space
 - g. Medical equipment service and repair
 - h. Storage of materials directly related to uses permitted within the PUD limited to the following:
 1. Flooring materials
 2. Flooring sundries
 3. Tools and equipment
 4. Acoustical ceiling tile and grid
 5. Shower doors and windows
 6. Wheelchairs
 7. Oxygen tanks
 8. Modular construction and pod assembly
 9. Furniture assembly
 10. Any other similar materials as submitted to the Zoning Administrator for approval by Zoning Administrator or their designee:

- i. Training facilities to include fixture installation, case work mockups, shower mockups, stair mockups, and other similar training activities with classrooms and chairs.
- 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. Outdoor storage is not permitted. Outdoor display is not permitted in Development Area A or Development Area C.
- E. 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. Development Area A (For new or remodeled construction)
 - a. All bulk requirements as defined by General Commercial (C1) standards. Additional standards include the following:
 - b. One single garage door is permitted in the 100 foot by 100 foot existing building footprint. Said garage door must include fenestration which includes a man door entrance to the building for customers. Both the garage door and man door shall be designed with glass or a similar transparent material.
 - c. If a parking lot is constructed fronting the right of way, the parking lot buffer design area must be a minimum of 10 feet in width off of an adjacent right of way.
 - d. No outdoor storage or display is permitted.
 - 2. Development Area B (For new or remodeled construction)
 - a. If a new or reconstructed parking lot fronts Alfran Street, the parking lot buffer design area shall be a minimum of 10 feet in width.
 - b. No outdoor storage is permitted.
 - 3. Development Area C
 - a. Building footprint cannot exceed the existing conditions of the existing primary structure as of December 17, 2024 unless a new site plan is submitted to and approved by the Department of Community and Economic Development which meets the physical requirement standards of General Commercial (C1) district and all design requirements noted in this PUD.
 - b. No accessory structures are permitted.
 - c. No outdoor storage or display is permitted.
 - d. A single garage door is permitted on the eastern wall of the existing building facing Military Avenue. The eastern wall must include a landscape buffer which is a minimum of five (5) feet in width and include the following design requirements:
 - 1 A visual buffer shall be designed to create a 100% opaque

barrier between Development Area A and C.

2 Said barrier can be a combination of a wall, fence (wooden or vinyl), earthen berm, and or vegetation. Said barrier shall be 6 feet in height

3 The linear length of the buffer must include a minimum of one tree for every 50 feet of linear length of the buffer and eight shrubs for every 50 linear feet of the buffer.

- e. Additional garage entrances may be installed along the eastern wall facing Military Avenue provided at least 65% of the overall linear frontage of Military Avenue has built building foot prints facilitating C1 uses from the southern property line northward to Leo Street. A landscape buffer between Development Area A and C may be removed if said minimum linear footprint requirement is satisfied.
- f. Existing legal non-conforming loading docks located on the north and west walls of the existing building can remain.
- g. Existing garage entries on the west wall of the building may remain. Additional garages can be built provided maintenance of an approved landscape buffer along Randall Street is built and maintained.
- h. No outdoor storage or display is permitted.

F. Architectural Design. All new or remodeled building elevations shall substantially comply with the following requirements:

- 1. Wall articulation. No wall that faces a street or connecting walkway shall have a blank, uninterrupted length exceeding thirty (30) feet without including at least one (1) of the following: change in plane, change in texture or masonry pattern, windows, or an equivalent element that subdivides the wall into human scale proportions.
- 2. Building materials. All building facades shall be designed with architecturally-finished materials. Durable materials, such as masonry or stucco, shall be used on all street-facing facades. All subsequent additions and outbuildings constructed after the erection of an original building or buildings shall be constructed of comparable materials and designed in a manner consistent with the original design, unless the entire building is being renovated.
- 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.

G. Lighting. Existing lighting is located on the site which remain as is until the time a new development occurs within Development Area A. At such time, lighting shall be regulated by Chapter 44, Article V, Division 8, Green Bay Municipal Code.

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 General Commercial Zoning District with the additional standards:

1. One (1) pole/pylon directory sign or one (1) monument directory sign is permitted to display the whole of the tenants within Development Area A, B, and C campus. The display of whole of tenants sign shall be located within Development Area A.
 2. Any tenant within Development Area A, B, or C may be a part of signage
 3. Freestanding signage to display the whole of tenants is limited to either one (1) pylon directory sign or one (1) monument directory sign.
 4. Either pole/pylon sign or monument sign must meet height and size standards of C1 Zoning District requirements.
 5. No wall, pole/pylon, or monument signage shall be permitted to face Randall Court
 6. An existing pylon sign located approximately 270 feet south of the Leo Street right of way may remain on site at its current height until such time a new construction development occurs with Development Area A. At such time, an approved site plan must include either removal or compliance Chapter 30, Green Bay Municipal Code or exceptions granted within this PUD. The existing pylon sign shall be removed before a new sign is permitted on site.
- 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. Existing parking is considered legal non-conforming. Any reconstruction shall meet standards set forth with Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code.
- J. Refuse and Mechanical Equipment. All refuse areas are to be enclosed 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. No refuse material containers shall be permitted between the front of a building and right of way with the exception of Randall Court.
- K. 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 with the following additional standards:
- a. Prior to the issuance of any building permits, detailed landscape plans shall be submitted and reviewed per Chapter 44, Article XIX, Division 5, Green Bay Municipal Code.
 - b. Within 6 months of approval of PUD by Common Council, Development Area C must be improved to meet standards of Article XIX, Division 5, Section 44-1964, Green Bay Municipal Code along the right of way adjacent to Randall Court and separation of Development Area C from Development Areas A and B.

- c. Development Area C: A landscape buffer which is a minimum of 5 feet in width is required east of the main building. Such buffer must include a combination of 1 tree for every 50 linear feet and 8 shrubs for every 50 linear feet.
 - d. A landscape buffer which is a minimum of 20 feet in width is required adjacent to Development Area B. 1 tree for every 50 linear feet and 8 shrubs for every 50 linear feet.
 - e. A landscape buffer which is a minimum of 25 feet in width (with the exception of the cul-de-sac bulb) adjacent to the westerly ROW along Randall Court. 1 tree for every 50 linear feet and 8 shrubs for every 50 linear feet.
 - f. A modified parking area to be built north of the 100 x 100 foot building which includes bookend curb and gutter landscaped islands will be installed. This addition of new parking will not trigger full bulk requirements for reconstruction of parking lot.
 - g. A landscape plan must be submitted and approved by the Department of Community and Economic Development. The final landscape plan shall be in the spirit of the conceptual landscape draft noted in Exhibit C.
- L. 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 General Commercial (C1). Prior to the issuance of any building permits, stormwater management plans, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City.

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

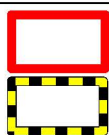
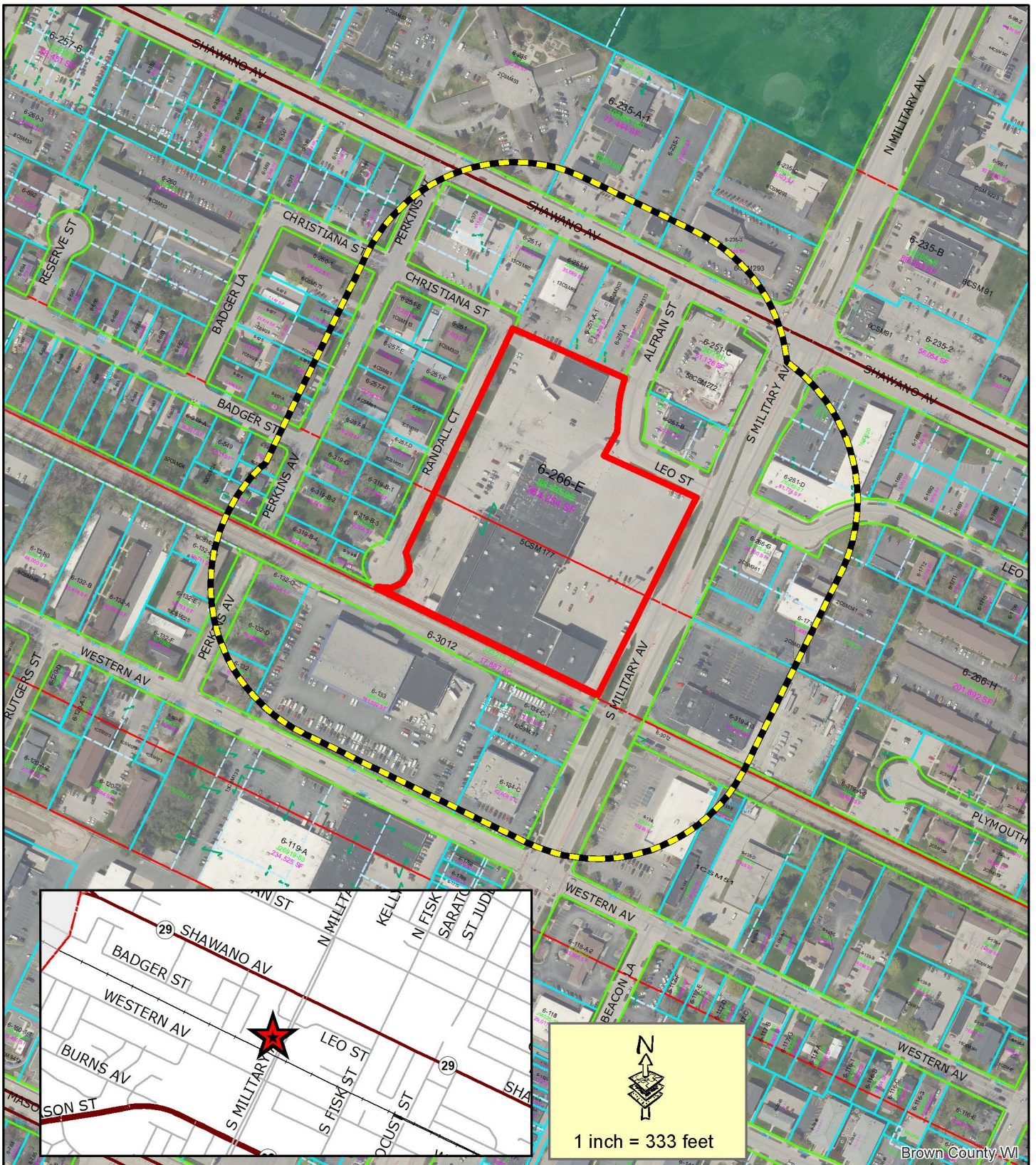
jl:

Attachments:

Exhibit A - Location Map

Exhibit B – Development Area Map

Exhibit C – Conceptual Landscape Plan



Subject Area

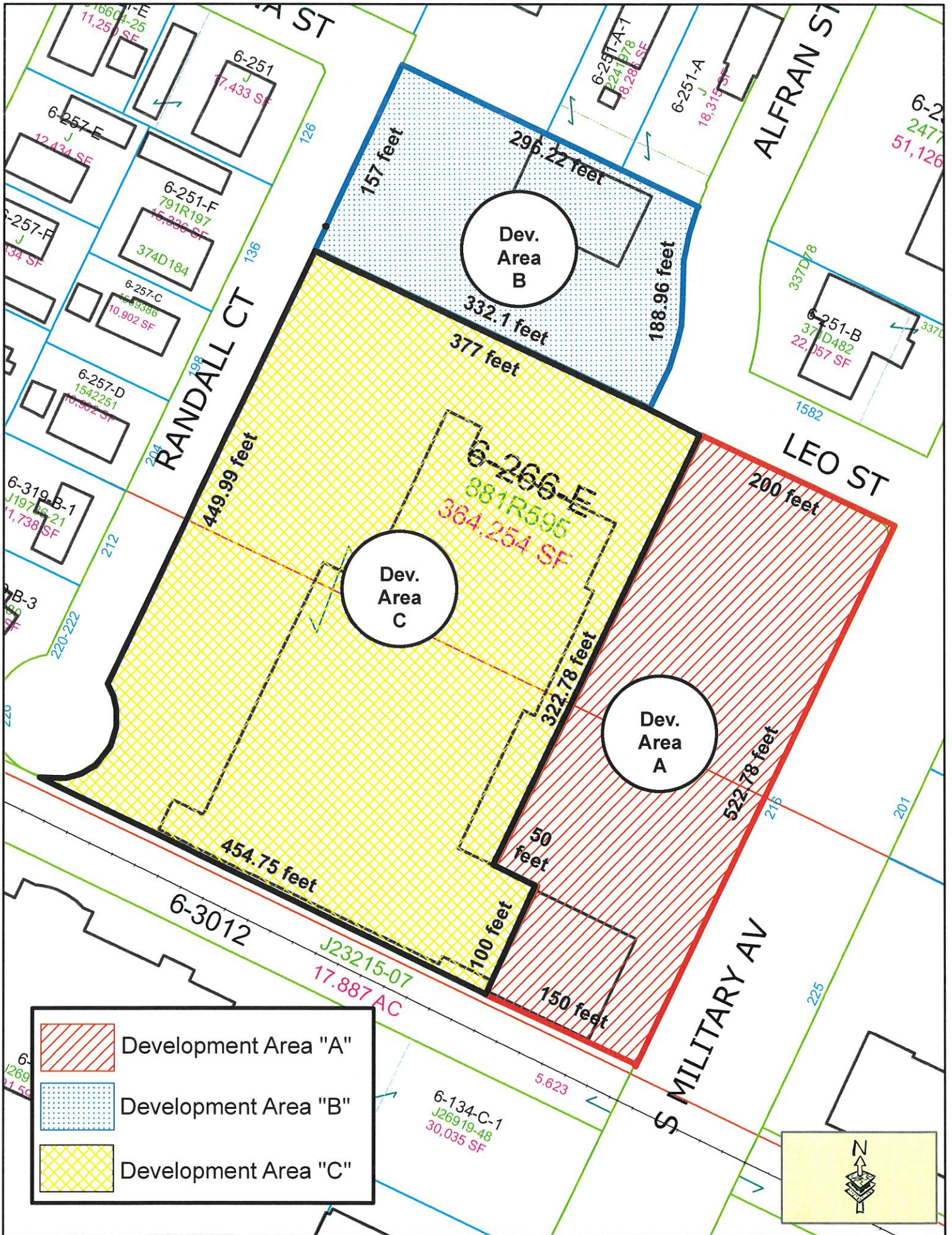
400' Property Owner Notice

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 DM.

Zoning Petition (ZP 24-43) **Planned Unit Development** **(PUD) Amendment** **at 216 S. Military Avenue**



Exhibit B - Development Area Map



44 - 1964. - PERIMETER LANDSCAPE BUFFER REQUIREMENTS:

- FOR NON-RESIDENTIAL OR MULTI-FAMILY USES WHEN ADJACENT TO RESIDENTIAL ZONED PROPERTY OR PROPERTY USED FOR RESIDENTIAL PURPOSES, BUFFERS SHALL BE AT LEAST 20 FEET WIDE. THE FOLLOWING BUFFERS SHALL BE AT LEAST 25 FEET WIDE:
 - BUFFERS FOR NON-RESIDENTIAL OR MULTI-FAMILY BUILDINGS OF 25,000 SQUARE FEET OF FLOOR AREA OR MORE WHEN ADJACENT TO RESIDENTIAL ZONED PROPERTY OR PROPERTY USED FOR RESIDENTIAL PURPOSES.
 - BUFFERS ALONG LOADING DOCKS, SERVICE AREAS, OR OUTDOOR MECHANICAL SYSTEMS WHEN ADJACENT TO RESIDENTIAL ZONED PROPERTY OR PROPERTY USED FOR RESIDENTIAL PURPOSES.

- **PLANTING AREA:**

- PLANTING AREA:
 - AT LEAST TEN PERCENT OF THE INTERIOR AREA OF PARKING LOT(S) WITH 25 OR MORE PARKING SPACES AT THE MINIMUM RATE OF ONE TREE PER 15 SPACES. TREES REQUIRED TO BE PLANTED IN LANDSCAPE ISLANDS, LANDSCAPE MEDIANS, AND PERIMETER AREAS SHALL COUNT TOWARD THIS REQUIREMENT.
- LANDSCAPE ISLANDS:
 - LANDSCAPE ISLANDS SHALL BE PROVIDED AT THE END OF EACH PARKING ROW AND WITHIN THE ROW OF PARKING SPACES SO THAT THERE ARE NO MORE THAN 15 CONSECUTIVE PARKING SPACES WITHOUT A LANDSCAPE ISLAND.
 - LANDSCAPE ISLANDS SHALL HAVE MINIMUM INTERIOR DIMENSIONS OF AT LEAST TEN FEET IN WIDTH AND 18 FEET IN LENGTH. DOUBLE ROWS OF PARKING SHALL PROVIDE PARKING LOT ISLANDS OPPOSITE ONE ANOTHER TO FORM CONTINUOUS DOUBLE ISLANDS.
- EACH LANDSCAPE ISLAND SHALL BE PLANTED WITH A MIX OF HERBACEOUS OR WOODY GROUND COVER, SHRUBS, MULCH, OR OTHER DECORATIVE GROUND COVER SUFFICIENT TO FULLY COVER THE GROUND SURFACE AND PREVENT THE GROWTH OF WEEDS.
- REQUIRED TREE PLANTINGS IN LANDSCAPE ISLANDS:
 - A MINIMUM OF ONE CANOPY TREE SHALL BE PLANTED PER 100 SQUARE FEET OF LANDSCAPE ISLAND ON THE SITE.

- A MINIMUM OF ONE CANOPY TREE AND FIVE SHRUBS PER 40 LINEAL FEET SHALL BE PLANTED WITHIN THE PERIMETER PARKING LOT LANDSCAPE AREA.

- FOUNDATION PLANTINGS SHALL INCLUDE TREES PLANTED AT THE RATE OF ONE TREE PER 50 LINEAL FEET OF BUILDING FACADE, AND MAY ALSO INCLUDE SHRUBS, HERBACEOUS PERENNIALS, BIORETENTION OR RAIN GARDEN PLANTINGS, AND GROUND COVER. TREE PLANTING REQUIREMENTS MAY BE VARIED, IF A MINIMUM DISTANCE OF FIVE FEET FROM THE BUILDING CANNOT BE MAINTAINED.

- **PLANT SPECIES MIX** - WHERE 20 OR MORE TREES ARE PROPOSED, AT LEAST THREE SPECIES OF TREE SHALL BE UTILIZED, AND NO SINGLE SPECIES OF TREE SHALL MAKE UP MORE THAN 50 PERCENT OF THE TOTAL TREE PLANTINGS FOR THE PROPERTY. WHERE 30 OR MORE SHRUBS ARE PROPOSED NO SINGLE SPECIES OF SHRUB SHALL COMPRISE MORE THAN ONE THIRD OF SHRUB PLANTINGS.
- **MINIMUM PLANT MATERIAL SIZE:**
 - DECIDUOUS TREES - TWO-INCH CALIPER (MINIMUM REQUIRED SIZE AT TIME OF PLANTING).
 - ORNAMENTAL DECIDUOUS TREES - ONE AND ONE-HALF-INCH CALIPER (MINIMUM REQUIRED SIZE AT TIME OF PLANTING).
 - EVERGREEN TREES - SIX FEET IN HEIGHT (MINIMUM REQUIRED SIZE AT TIME OF PLANTING).
 - SHRUBS - FIVE-GALLON CONTAINER SIZE (MINIMUM REQUIRED SIZE AT TIME OF PLANTING).

STREET FRONTAGE SHRUB REQUIREMENTS			
STREET	LINEAL FEET	REQUIRED	PROPOSED
LEO STREET	40'-0"	5	48
MILITARY AVENUE	205'-0"	26	28
RANDALL COURT	690'-0"	87	122
TOTAL	-	118	198

BUILDING FOUNDATION TREE REQUIREMENTS		
LINEAL FEET FACING MILITARY AVENUE	REQUIRED TREES	PROPOSED TREES
505'-0"	11	11

	<u>OVERSTORY DECIDUOUS TREE</u>	29
	<u>ORNAMENTAL DECIDUOUS TREE</u>	13
	<u>EVERGREEN TREE</u>	9
	<u>EXISTING TREES</u>	4
	<u>MEDIUM DECIDUOUS SHRUB</u>	173
	<u>PERENNIAL/GRASS</u>	156

BUILDING FOUNDATION TREE REQUIREMENTS		
LINEAL FEET FACING MILITARY AVENUE	REQUIRED TREES	PROPOSED TREES
505'-0"	11	11





Report to the Green Bay Plan Commission

MEETING DATE

December 3, 2024

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # P.9

To approve the request to amend a Planned Unit Development (Southwest Woods) located at 2405 W. Mason Street Frontage Road and the 1100-1200 Block of Hinkle Street from W. Mason Street Frontage Road to Hobart Drive. With the exception of access distance from intersection (Amendment #2) and driveway separation distance (Amendment #3), subject to approval of the draft PUD with the following condition: 1.) Approval and recording of CSM 24-17. (ZP 24-45 Public Hearing held November 25, 2024).

BACKGROUND

Primary Address: 2405 W. Mason Street Frontage Road and the 1100-1200 Block of Hinkle Street from W. Mason Street Frontage Road to Hobart Drive

Aldersperson/District: Ald. Eck / District 11

Reason for Request: ZO 03-24 Southwest Woods Subdivision Planned Unit Development (PUD) - To amend the existing PUD boundary, allow driveway exceptions for Dollar Tree, and identify land use and dimensional standards for Lot 17 of Southwest Woods (Parcel 6H-4475).

Subject Parcel Zoning and Land Use: Subject property is zoned Planned Unit Development (PUD) and involves a variety of uses including commercial, townhomes, single-family homes, and parkland.

Surrounding Zoning and Land Uses:

North: General Commercial (C1) | Retail, W. Mason Street Corridor

South: Low-Density Residential (R1) | Parkland, Vacant

East: General Commercial (C1) | Business, Medical, Vacant

West: General Commercial (C1), Highway Commercial (C2), Low-Density Residential (R1), Planned Unit Development (PUD) | Retail, Automotive Uses, Single, Two and Multi-Family Dwellings

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Commercial and High Intensity Retail, Office or Housing. This Planned Unit Development (PUD) amendment is consistent with this designation.

Analysis: On March 5, 2024, the City approved the Southwest Woods Subdivision PUD (ZO 03-24). The PUD includes commercial, residential (single family and townhomes), and park uses.

The applicant is requesting four (4) amendments to the PUD:

1. Adjust the Southwest Woods Subdivision PUD boundary to follow property lines of future Lot 4 of CSM 24-17 (2405 W. Mason Street Frontage, Parcel 6H-4459).
2. Allow a driveway at 2405 W. Mason Street Frontage Road (Parcel 6H-4459) 80' from the W. Mason Street Frontage Road and Hinkle Street intersection where 200' is required (Sec. 44-1698(a)).

3. Allow a reduction in the separation of driveways at 2405 W. Mason Street Frontage (Parcel 6H-4459) from 200' to 180' (Sec. 44-1773(a)(1)).
4. The addition of regulations for Lot 17 (Parcel 6H-4475) to PUD (uses and dimensional regulations).

Amendment #1 - The applicant has submitted a Certified Survey Map (CSM 24-17). The proposed CSM creates an additional lot and reconfigures parcel lines at 2425, 2415 and 2405 W. Mason Street Frontage Road. The alteration and addition of parcel lines causes the PUD to extend onto other parcels and split zone the properties. The applicant is requesting that the PUD boundary be amended to follow the parcel lines of proposed Lot 4 of the CSM.

Staff Recommendation for Amendment #1 – This was an issue staff had while reviewing the proposed CSM. Staff does not support split zoning of parcels as it causes administrative challenges. Therefore, staff recommends approval of the amendment.

Amendments #2 and #3 – A site plan for 2405 W. Mason Street Frontage Road (Dollar Tree) was conditionally approved on May 22, 2024. On October 15, 2024, a revised site plan for the parcel was submitted for review. The revised site plan includes the addition of two driveways onto future Hinkle Street extension and the closure of the driveway on W. Mason Street Frontage Road. One driveway is located on the northern end of the parcel and the other on the southern end. The driveways do not comply with City Codes.

Amendment #2 – The northern driveway is too close to the W. Mason Street Frontage Road/Hinkle Street intersection. Sec. 44-1698 of the Green Bay Municipal Code states, driveway approaches measured along the property line shall be a minimum distance from the intersection of the street right-of-way lines on a corner lot based on roadway design speed/speed limit. For a roadway with a design speed of 30 mph, the distance to the driveway edge shall be 200 feet. The applicant is requesting an 80-foot intersection separation distance for the northern driveway.

Amendment #3 – The separation distance between the two driveways on future Hinkle Street extension does not comply with Green Bay City Code. Sec. 44-1773 (a)(1) states, "Multiple two-way driveways may be permitted on one street frontage, provided the distance between the driveway centerlines is no less than 200 feet." The applicant is requesting a 180-foot distance between the driveway centerlines.

Staff Recommendation for Amendments #2 and #3 – Planning staff met with Department of Public Works (DPW) to discuss these amendments as these regulations are the purview of DPW. DPW does not support Amendment #2. The Traffic Impact Analysis (TIA) that was submitted to the City for the construction of Hinkle Street does not match what is included in the site plan submittal and this request. The driveway is also too close to the intersection of W. Mason Street Frontage and Hinkle Street and creates significant points of conflict. Representative(s) from DPW will be at the Plan Commission meeting to share their concerns. Due to traffic safety concerns, staff does not recommend approval of Amendment #2. Planning staff and DPW are not opposed to allowing Amendment #3. Since Amendment #2 is not recommended for approval, Amendment #3 may be a moot point and is not included in the amended PUD.

Amendment #4 – The Southwest Woods Subdivision PUD did not address Lot 17 of the Southwest Woods Subdivision (Parcel 6H-4475). The applicant is requesting to include this lot in the PUD to allow single and two-family dwellings and for these uses to have setbacks similar to the lots on Southwest Vie Court. This includes a minimum front yard setback of 12 feet, a minimum rear yard setback of 10 feet, and a minimum side yard setback of 6 feet. The setback from the Bellwood Lane right-of-way would be treated as a side yard, not a front yard.

Staff Recommendation for Amendment #4 – Staff has found that the requested amendments are compatible

with the PUD and the lot on which they are requested.

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

RECOMMENDATION

Approval of the request with the exception of access distance from intersection (Amendment #2) and driveway separation distance (Amendment #3), subject to approval of the draft PUD with the following condition:

- 1) Approval and recording of CSM 24-17.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-45 Application
2. ZP 24-45 PUD Amendment Hinkle Development Narrative
3. ZP 24-45 Map
4. CSM 24-17 Hinkle_W. Mason Frontage
5. Site Plan - GB REAL ESTATE DOLLAR TREE 24X36 2024-11-11
6. Draft ZO 28-24 - Southwest Woods PUD Amendment w_Exhibits 11.25.24



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: (old) 6H-1109 (New) 6H-4459

Parcel Number(s): 2405 W. Mason St.

Petitioner(s): DT HMC West Mason, LLC Date: 10-29-24

Email: gb@gb-re.com Phone Number: 813-500-0296

Address: 300 N. Van Buren St City: GB State: WI Zip: 54301

Property Owner: DT HMC West Mason, LLC Phone Number: 813-500-0296

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, Garnett Bader, respectfully request that the City of Green Bay take the following action:

- ☐ Rezone Property (\$375.00 Review Fee)
- ☐ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$375.00 Review Fee)
- ☒ PUD and PUD Amendments (\$425.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 + \$35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary Condominium Plat (\$250.00 + \$35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map (\$250.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat (\$150.00 Review Fee)
- ☐ Approve Final Condominium Plat (\$150.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)
- ☐ Development District Map Amendment (\$200.00 Administration Fee)
- ☐ Official Map Amendment (\$200.00 Administration Fee)
- ☐ Plat of Right-of-Way (\$200.00 Administration Fee)
- ☐ Discontinue a Public Utility Easement (\$200.00 Administration Fee)
- ☐ Street Name Change (\$200.00 Administration Fee)
- ☐ Declare City Property "City Surplus" (\$200.00 Administration Fee)
- ☐ Vacate a Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Closure of Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Comprehensive Plan Amendments (\$275.00 Review Fee)
- ☐ Other (\$200.00 Administration Fee): _____

Owner Signature: [Signature] Date: 10-29-24

Petitioner Signature(s): [Signature]

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.: _____

PUD Amendment – Southwest Woods Subdivision

The existing Zoning Ordinance No. 03-24 is proposed to be amended with the below text:

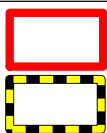
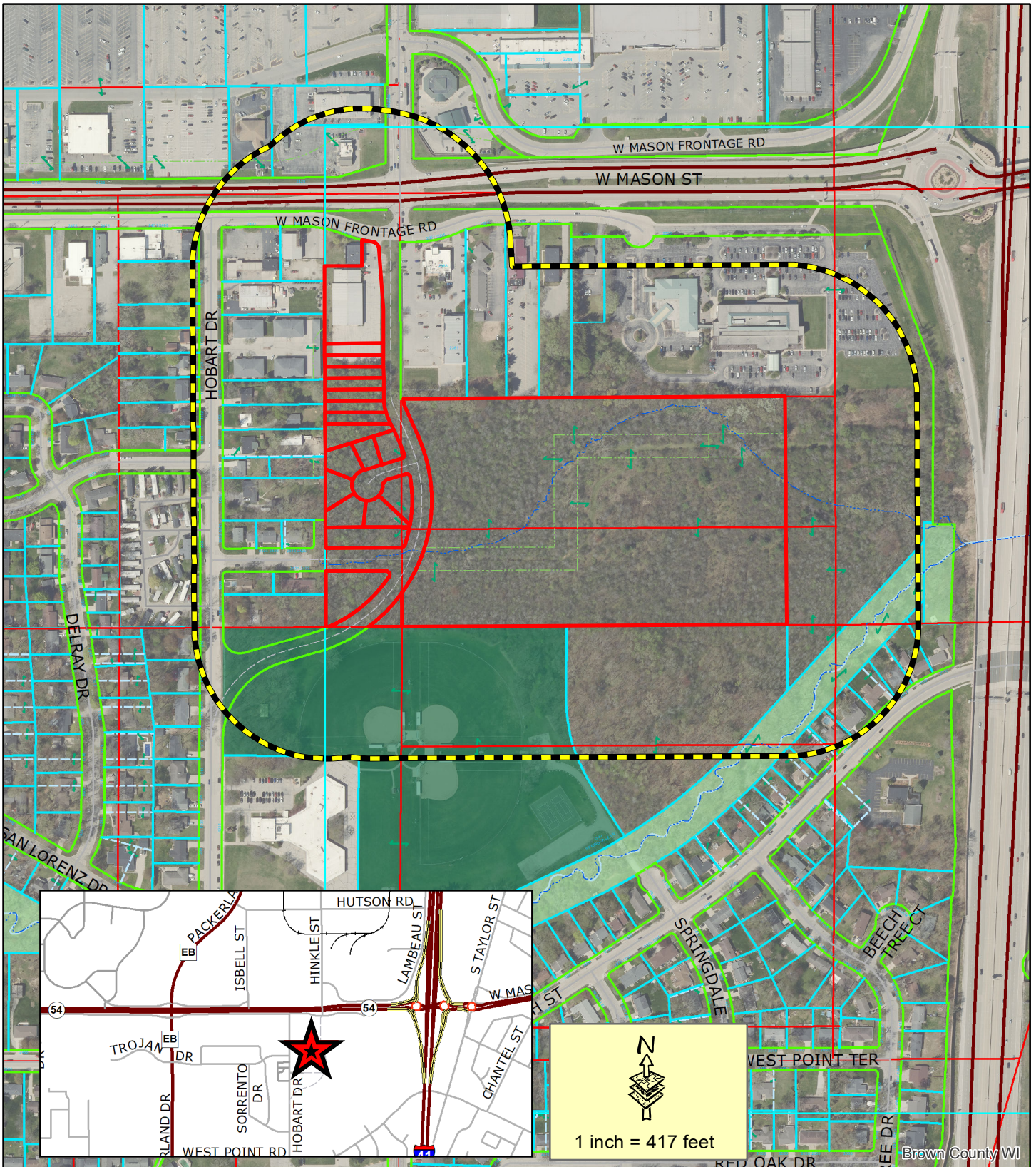
- Reduce the PDD area of existing Lot 1 of the Southwest Woods PUD Doc. 3060725 to the Legal Description of Lot 4 of a future CSM:

Part of Lot 1, Southwest Woods, located in Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, Brown County, Wisconsin more fully described as follows:

BEGINNING at the southwest corner of said Lot 1; thence N00°16'57"W, 190.26 feet on the west line of said Lot 1; thence N89°26'03"E, 137.58 feet; thence N00°16'57"W, 119.36 feet to the south right of way of West Mason Frontage Road; thence 10.84 feet on the arc of a 325.00 foot radius curve to the left, having a long chord which bears S83°16'41.5"E, 10.83 feet on said south right of way; thence 27.92 feet on the arc of a 20.00 foot radius curve to the right, having a long chord which bears S44°14'36.5"E, 25.71 feet on said south right of way to the west right of way of Hinkle Street; thence S04°15'13"E, 184.96 feet on said west right of way; thence S00°16'57"E, 105.95 feet on said west right of way to the southeast corner of said Lot 1; thence S89°43'03"W, 178.99 feet on the south line of said Lot 1 to the Point of Beginning.

Said parcel contains 37,522 Square Feet (0.861 Acres) of land more or less.

- Dimensional and Area Requirements
 - Commercial Redevelopment Site minimum distance between two-way drives at the curbline from 200' to 180' from center.
 - Commercial Redevelopment Site minimum distance from the intersection of a street right-of-way line for a 30-mph roadway from 200' to 80'
- Add Lot 17 (Parcel 6H-4475) of the Southwest Woods PUD Doc. 3060725 into the PUD with the following setbacks for the lot:
 - Front yard: 12 feet
 - Rear yard: 10 feet
 - Side yard: 6 feet
 - The frontage along Bellwood Lane right-of-way is a side yard, not rear yard
- Lot 17 can support uses as stipulated in city code for R-1 or R-2 parcels.



Subject Area

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 DM.

Zoning Petition (ZP 24-45)
PUD Amendment at 2405 W. Mason
Street Frontage Road and the 1100-1200
Block of Hinkle Street from
W. Mason Street Frontage Road to
Hobart Drive

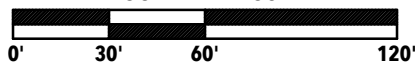


PART OF LOT 15 OF SECTION 29, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9023, DOCUMENT NUMBER 2851838, AND ALL OF LOT 1 OF SOUTHWEST WOODS, DOCUMENT NUMBER 3060725, SAID MAPS BEING PART OF LOT 14 OF SECTION 29, ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.



- ▲ Found PK Nail
- Found 1" Iron Pipe
- ◎ Found 2" Iron Pipe
- Set 1" x 18" Iron Pipe with cap weighing 1.38 lbs./lin. ft.
- ⊕ PLSS Monument as noted
- () Previously recorded distance
- POB Point of Beginning

SCALE: 1" = 60'



Bearings are referenced to the Brown County Coordinate System. The east line of the Southeast 1/4 of Section 29, T24N-R20E bears S00°16'57"E.

SHEET 1 OF 6



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R:\5600\5642\5642038\DWG\5642038CSM.DWG

CERTIFIED SURVEY MAP

PART OF LOT 15 OF SECTION 29, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9023, DOCUMENT NUMBER 2851838, AND ALL OF LOT 1 OF SOUTHWEST WOODS, DOCUMENT NUMBER 3060725, SAID MAPS BEING PART OF LOT 14 OF SECTION 29, ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Bryan L. Pfeffer, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed herein, I have surveyed, divided and mapped part of Lot 15 of Section 29, all of Lot 1 of Certified Survey Map Number 9023, Document Number 2851838, and all of Lot 1 of Southwest Woods, Document Number 3060725, said maps being part of Lot 14 of Section 29, all located in Township 24 North, Range 20 East, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at he East 1/4 corner of said Section 29; thence S00°16'57"E, 457.67 feet on the east line of said Lot 14 to the south line of said Lot 1 of Southwest Woods, extended easterly; thence S89°43'03"W, 52.00 feet on said south line to the southeast corner of said Lot 1, the POINT OF BEGINNING; thence continuing S89°43'03"W, 178.99 feet on said south line to the southwest corner of said Lot 1; thence N00°16'57"W, 190.26 feet on the west line of said Lot 1 to the northeast corner of Parcel A of Volume 2, Certified Survey Maps, Page 499, Map Number 599, Document Number 666009; thence S89°26'03"W, 134.00 feet on the north line of said Parcel A to the west line of the east 134.00 feet of said Lot 15; thence N00°16'57"W, 166.00 feet on said west line to the south right of way of the West Mason Street Frontage Road; thence N89°26'03"E, 67.94 feet on said south right of way; thence on said south right of way 128.31 feet on the arc of a 325.00 foot radius curve to the right, having a long chord which bears S79°15'20.5"E, 127.48 feet; thence on said south right of way 92.39 feet on the arc of a 325.00 foot radius curve to the left, having a long chord which bears S76°05'22"E, 92.08 feet; thence on said south right of way 27.92 feet on the arc of a 20.00 foot radius curve to the right, having a long chord which bears S44°14'36.5"E, 25.71 feet to the west right of way of Hinkle Street; thence S04°15'13"E, 184.96 feet on said west right of way; thence S00°16'57"E, 105.95 feet on said west right of way to the Point of Beginning

Said described lands contains 78,626 square feet or 1.805 acres more or less subject to all easements and restrictions of record.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in the surveying, mapping and dividing of the same.

Dated this _____ day of _____, 2024.

Bryan L. Pfeffer PLS #2924
ROBERT E. LEE & ASSOCIATES, INC.

This certified survey map is all of tax parcel number's: 6H-1110-8, 6H-1109-1 & 6H-4459.

- The property owner(s) of record is/are:
- 1) GB Real Estate Investments, LLC, a Wisconsin limited liability company.
 - 2) DJG WEST MASON, LLC, a Wisconsin limited liability company.
 - 3) DT HMC WEST MASON, LLC, a Wisconsin limited liability company.

- This certified survey map is contained wholly within the property described in the following recorded instrument:
- 1) Document Number 3064169.
 - 2) Document Number 2852454.
 - 3) Document Number 2985031.

Curve Table							
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	22°37'13"	325.00'	128.31'	S79°15'20.5"E	127.48'	S67°56'44"E	N89°26'03"E
C2	1°14'40"	325.00'	7.06'	S89°56'37"E	7.06'	S89°19'17"E	N89°26'03"E
C3	20°54'10"	325.00'	118.57'	S78°52'12"E	117.91'	S68°25'07"E	S89°19'17"E
C4	0°28'23"	325.00'	2.68'	S68°10'55.5"E	2.68'	S67°56'44"E	S68°25'07"E
C5	16°17'16"	325.00'	92.39'	S76°05'22"E	92.08'	S67°56'44"E	S84°14'00"E
C6	14°22'39"	325.00'	81.55'	S75°08'03.5"E	81.34'	S67°56'44"E	S82°19'23"E
C7	1°54'37"	325.00'	10.84'	S83°16'41.5"E	10.83'	S82°19'23"E	S84°14'00"E
C8	79°58'47"	20.00'	27.92'	S44°14'36.5"E	25.71'	S04°15'13"E	S84°14'00"E

CERTIFIED SURVEY MAP

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OWNER'S CERTIFICATE:

GB Real Estate Investments, LLC, a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described herein to be surveyed, divided and mapped as represented on this certified survey map. GB Real Estate Investments, LLC does further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection:

CITY OF GREEN BAY

GB Real Estate Investments, LLC, a Wisconsin limited liability company	Date
---	-------------

Print Name and Title Above

STATE OF _____)
_____ COUNTY) SS

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

Notary Public, State of Wisconsin

(print name) _____

My commission expires: _____

AIRPORT ZONING DISTRICT NOTE:

The Austin Straubel International Airport Director shall be contacted for review and approval to any development and land disturbing activities within Airport Zoning districts

RESTRICTIVE COVENANTS:

1. The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
2. Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
3. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

SURVEYOR'S NOTES:

- 1. 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.**
- 2. 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 has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.**



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CERTIFIED SURVEY MAP

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ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

DJG WEST MASON, LLC, a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described herein to be surveyed, divided and mapped as represented on this certified survey map. DJG WEST MASON, LLC does further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection:

CITY OF GREEN BAY

DJG WEST MASON, LLC Date
a Wisconsin limited liability company

Print Name and Title Above

STATE OF _____)
_____ COUNTY) SS

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

Notary Public, State of Wisconsin

(print name)_____

My commission expires:_____

CERTIFIED SURVEY MAP

PART OF LOT 15 OF SECTION 29, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9023, DOCUMENT NUMBER 2851838,
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ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

DT HMC WEST MASON, LLC, a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described herein to be surveyed, divided and mapped as represented on this certified survey map. DT HMC WEST MASON, LLC does further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection:

CITY OF GREEN BAY

DT HMC WEST MASON, LLC Date
a Wisconsin limited liability company

Print Name and Title Above

STATE OF _____)
_____ COUNTY) SS

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

Notary Public, State of Wisconsin

(print name)_____

My commission expires:_____

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AND ALL OF LOT 1 OF SOUTHWEST WOODS, DOCUMENT NUMBER 3060725, SAID MAPS BEING PART OF LOT 14, ALL
LOCATED IN SECTION 28, TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

CERTIFICATE OF THE GREEN BAY PLANNING DEPARTMENT:

Approved by the City of Green Bay, as required by Wisconsin Statutes Chapter 236, and the City of Green Bay Municipal Code Chapter 36, Subdivision and Platting.

on this _____ day of _____, 2024.

Cheryl Renier-Wigg
Development Director

CERTIFICATE OF THE GREEN BAY CITY CLERK:

As duly appointed City Clerk for the City of Green Bay, I hereby certify that the records in my office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map (6H-1110-8, 6H-1109-1 & 6H-4459) as of the date listed below.

Celestine Jeffreys
Green Bay City Clerk

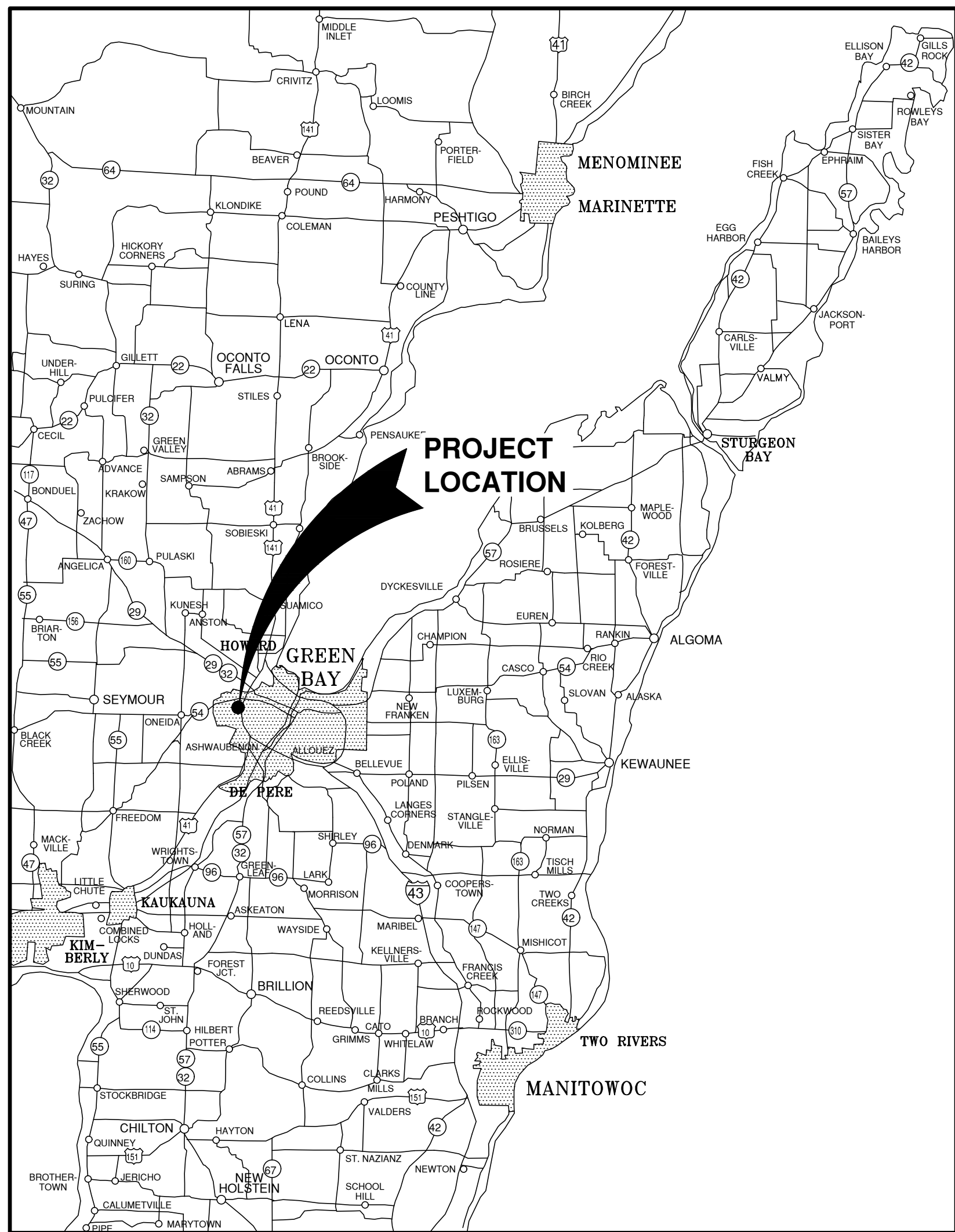
Date



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2405 W MASON REDEVELOPMENT FOR GB REAL ESTATE INVESTMENTS, LLC CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

ATTENTION!
DOWNLOADED PLANS ARE NOT SCALEABLE, NEITHER THE
OWNER OR THE ENGINEER SHALL BE HELD RESPONSIBLE
FOR THE SCALE OR PRINT QUALITY OF DOWNLOADED PLANS.
ONLY PRINTED PLANS FROM BLUE PRINT SERVICE CO., INC.
SHALL BE CONSIDERED TO BE SCALEABLE PLANS.



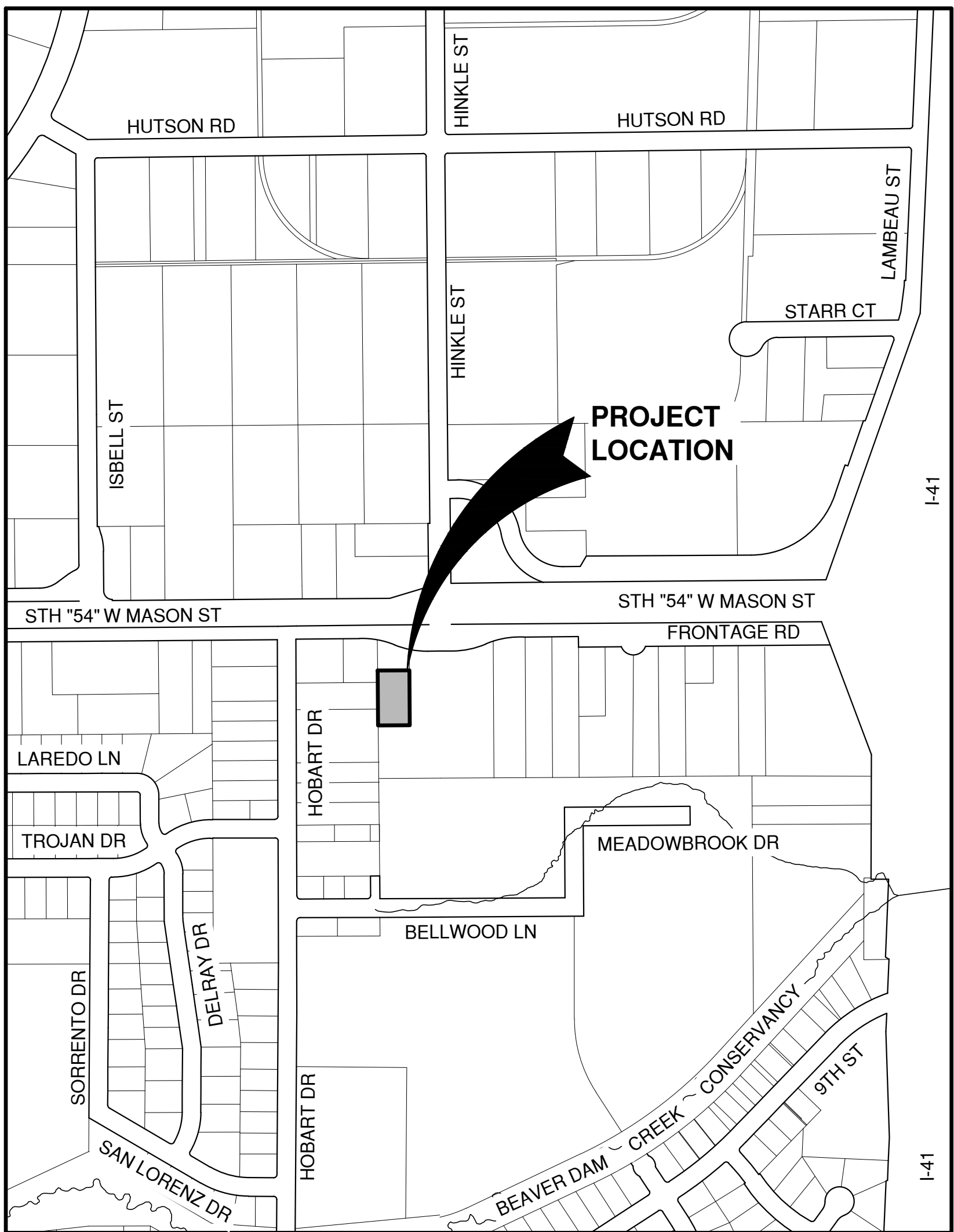
VICINITY MAP

NOTE:
EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL BE
RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES,
WHETHER SHOWN OR NOT, FROM THE OWNERS OF THE RESPECTIVE UTILITIES. ALL UTILITY
OWNERS SHALL BE NOTIFIED FOR LOCATES BY THE CONTRACTOR 72 HOURS PRIOR TO
EXCAVATION.

NOTE:
ALL EROSION CONTROL MEASURES SHALL
BE IN PLACE PRIOR TO CONSTRUCTION
AND SHALL CONFORM TO THE WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
CONSTRUCTION SITE EROSION CONTROL
AND TECHNICAL STANDARDS.

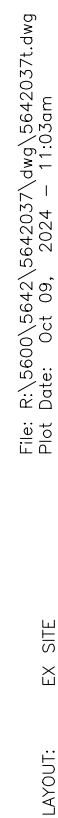
INDEX TO DRAWINGS

SHT. NO.	DESCRIPTION
C	LOCATION MAPS AND INDEX TO DRAWINGS
1	EXISTING SITE CONDITIONS AND DEMOLITION PLAN
2	SITE PLAN
3	UTILITY PLAN
4	GRADING PLAN
5	EROSION CONTROL PLAN
6	MISCELLANEOUS DETAILS
7	MISCELLANEOUS DETAILS
8	MISCELLANEOUS DETAILS
9	EROSION CONTROL - INLET PROTECTION TYPES A, B, C AND D
10	EROSION CONTROL - INLET PROTECTION TYPE D-HR AND TYPE D-M
11	EROSION CONTROL - DITCH CHECK DETAILS
12	EROSION CONTROL - SHEET FLOW DETAILS
13	EROSION CONTROL - TRACKOUT CONTROL PRACTICES
L1	LANDSCAPE PLAN

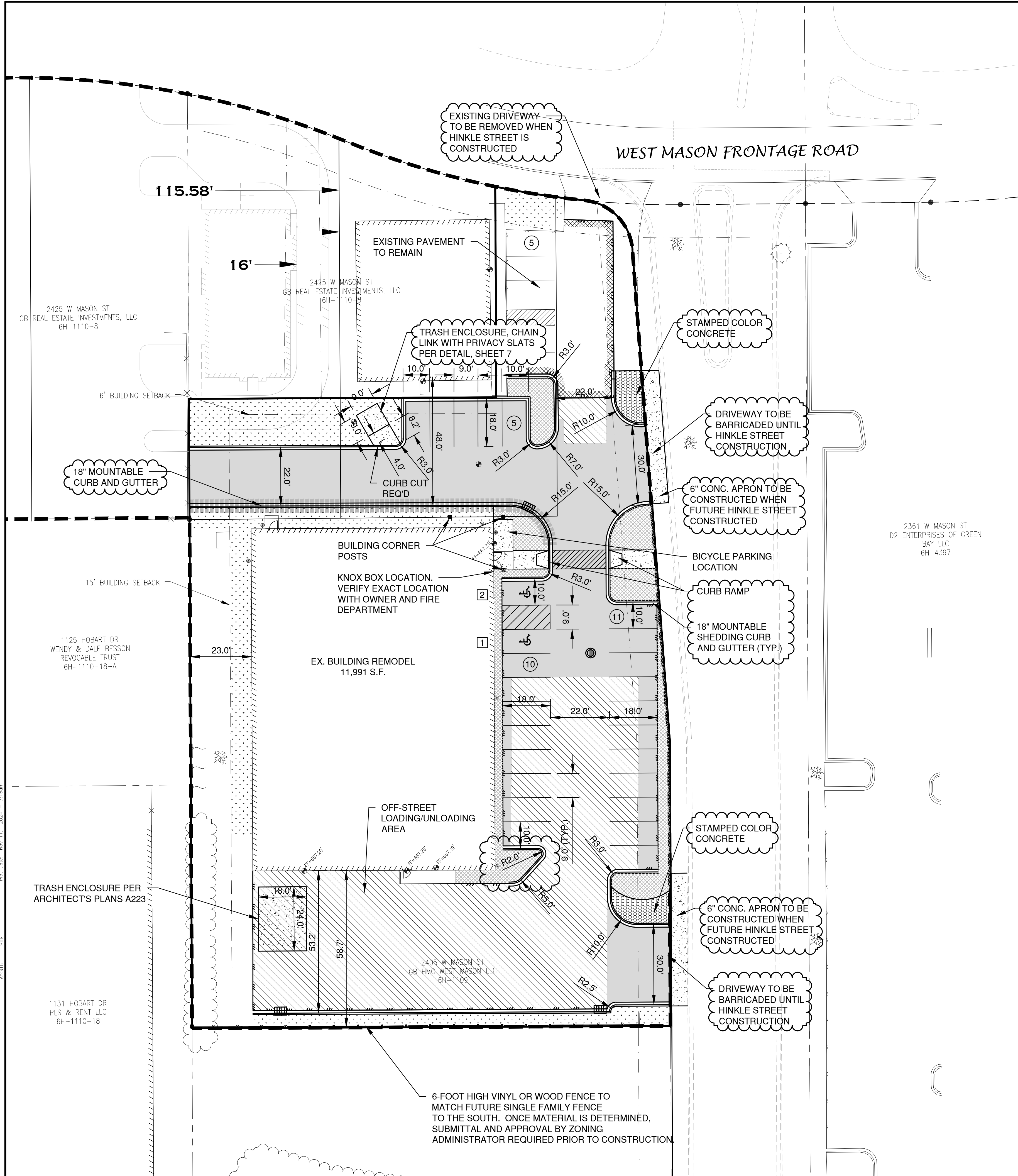


LOCATION MAP

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN	2405 W MASON REDEVELOPMENT FOR GB REAL ESTATE INVESTMENTS, LLC CITY OF GREEN BAY BROWN COUNTY, WISCONSIN	LOCATION MAPS AND INDEX TO DRAWINGS	DATE 02/2024 FILE 5642037C JOB NO. 5642037	SHEET NO. C
1	10/10/24	BDR	CITY RESUBMITTAL					CHECKED BDR				
								DESIGNED JGS				

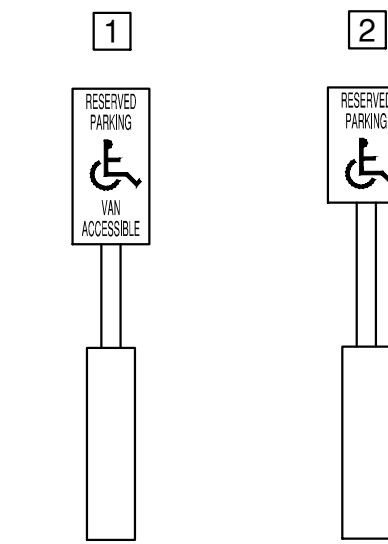


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- LEGEND**
- CONCRETE PAVEMENT
 - PAVEMENT RECONDITION (10,284 S.F.)
 - ASPHALT PAVEMENT (8,523 S.F.)
 - LANDSCAPE AREA
 - GREEN SPACE
 - PROPOSED 18" MOUNTABLE SHEDDING CURB AND GUTTER
 - PROPOSED 18" MOUNTABLE CURB AND GUTTER
 - HANDICAPPED PARKING
 - INDICATES NUMBER OF PARKING STALLS

*NOTE: ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS NOTED OTHERWISE



NOTE
ALL DISTURBED AREAS SHALL BE TOPSOILED TO A DEPTH OF 6 INCHES, SEEDED AND MULCHED. AREA TO BE RAKED FREE OF STONES AND CLUMPS.

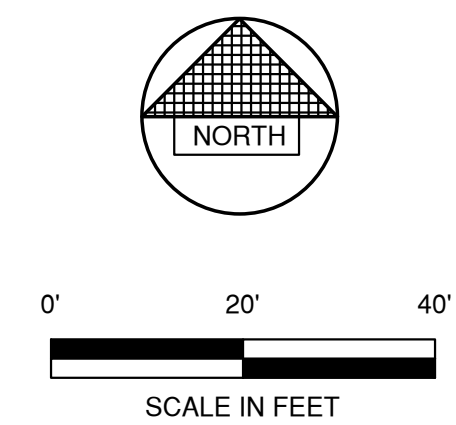
PARKING DATA
TOTAL PARKING STALLS PROVIDED = 31
HANDICAP ACCESSIBLE PARKING STALLS = 2
TOTAL PARKING STALLS REQUIRED = 1 PER 500 S.F. = 24

SITE DATA
TOTAL AREA = 1.04 ACRES, 45,428 S.F.
BUILDING AREA = 0.27 ACRES, 11,600 S.F. (25.5%)
SIDEWALK/PARKING LOT AREA = 0.55 ACRES, 23,980 S.F. (52.7%)
GREEN SPACE = 0.22 ACRES, 9,848 S.F. (21.8%)
BUILDING FAR = 0.255

ZONING
PLANNED UNIT DEVELOPMENT

CONSTRUCTION CLASSIFICATION
IIIB

PARCEL NO.
6H-1109



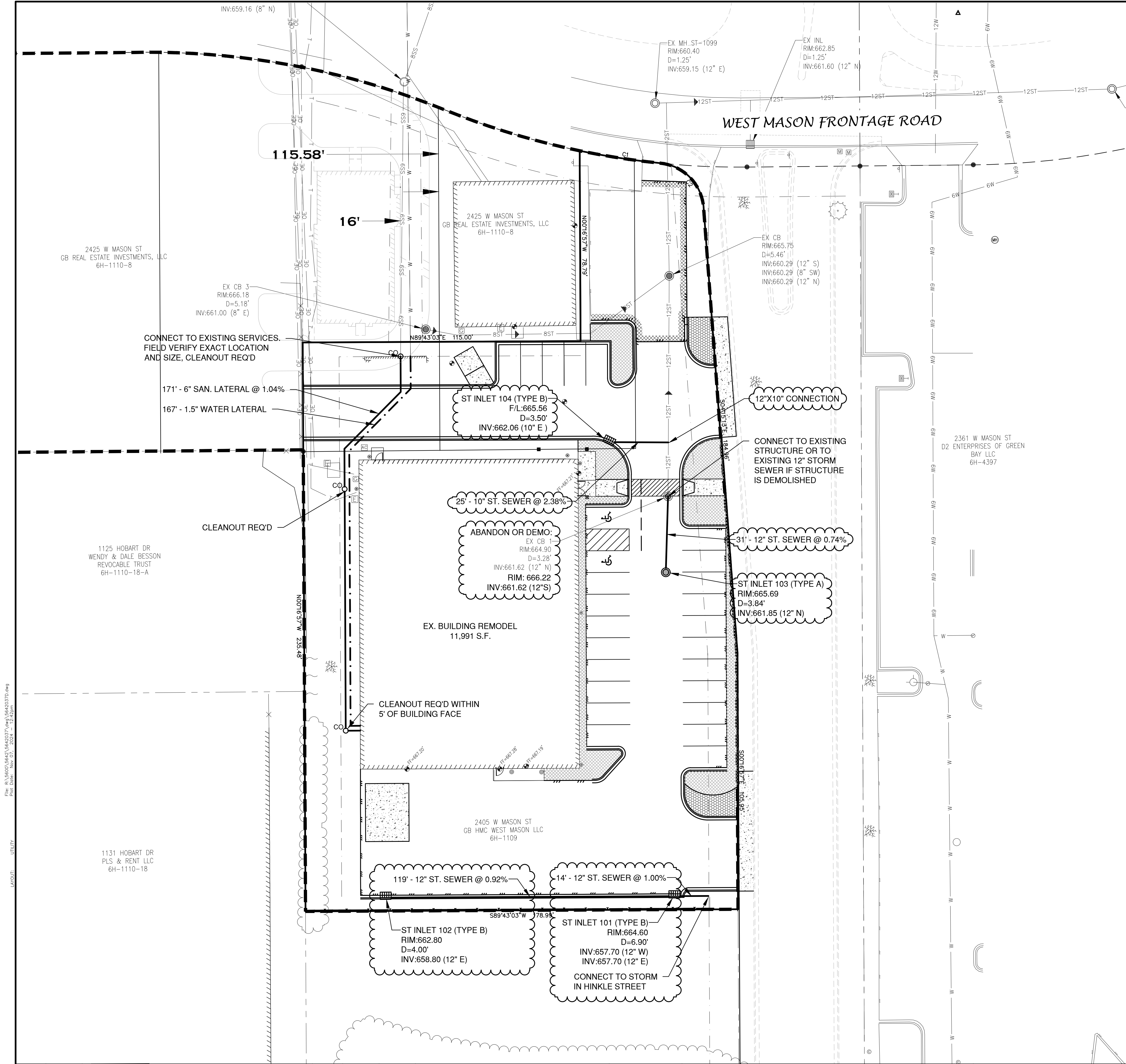
NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN
1	10/10/24	BDR	CITY RESUBMITTAL					JMM/LLP
								CHECKED
								BDR
								DESIGNED
								JGS

2405 W MASON REDEVELOPMENT
FOR GB REAL ESTATE INVESTMENTS, LLC
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

SITE PLAN

DATE	02/20/24
FILE	5642037D
JOB NO.	5642037

REL Robert E. Lee & Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com



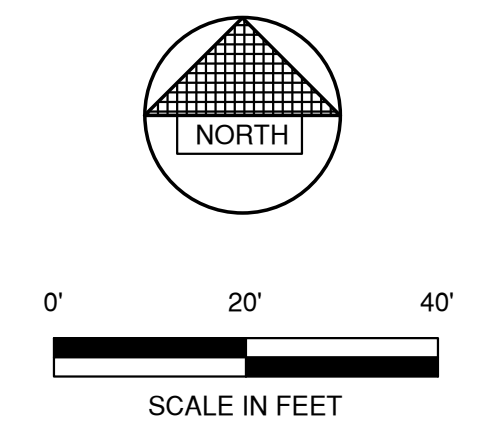
LEGEND

	PROPOSED SANITARY SEWER
	EXISTING SANITARY SEWER (SIZE NOTED)
	PROPOSED STORM SEWER
	EXISTING STORM SEWER (SIZE NOTED)
	PROPOSED WATERMAIN
	EXISTING WATERMAIN (SIZE NOTED)

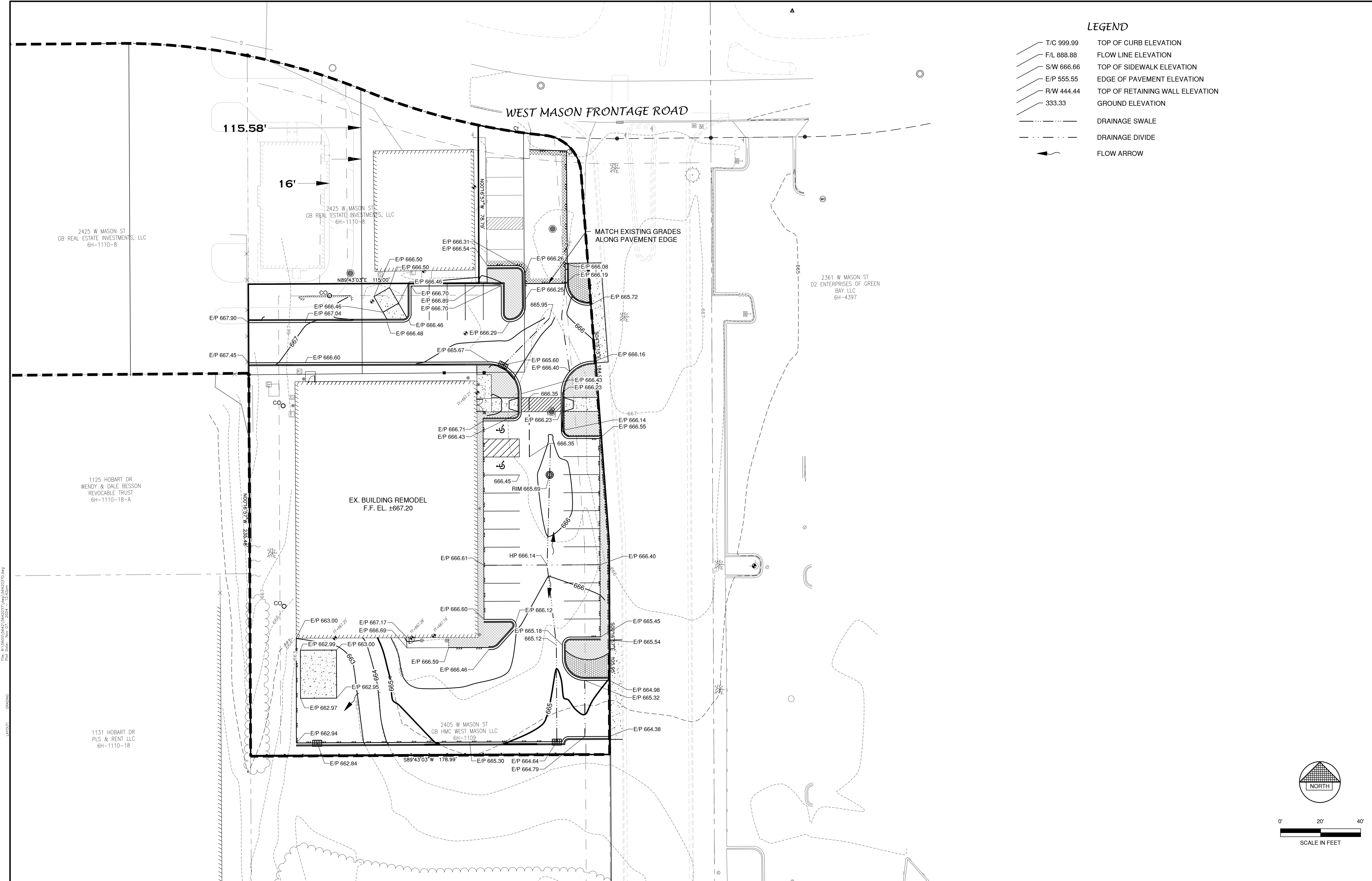
	PROPOSED FIRE HYDRANT
	EXISTING FIRE HYDRANT
	PROPOSED WATER VALVE/CURB STOP
	EXISTING WATER VALVE/CURB STOP
	PROPOSED WATER MANHOLE
	EXISTING WATER MANHOLE
	PROPOSED REDUCER/INCREASER
	EXISTING REDUCER/INCREASER
	PROPOSED SANITARY MANHOLE
	EXISTING SANITARY MANHOLE
	PROPOSED LIFT STATION
	EXISTING LIFT STATION
	PROPOSED TRACER WIRE SIGNAL CONNECTION BOX
	EXISTING TRACER WIRE SIGNAL CONNECTION BOX
	PROPOSED CLEANOUT
	EXISTING CLEANOUT
	PROPOSED STORM MANHOLE
	EXISTING STORM MANHOLE
	PROPOSED STORM CATCH BASIN
	EXISTING STORM CATCH BASIN
	PROPOSED STORM INLET
	EXISTING STORM INLET
	PROPOSED STORM INLET MANHOLE
	EXISTING STORM INLET MANHOLE
	PROPOSED YARD DRAIN
	EXISTING YARD DRAIN
	PROPOSED STANDPIPE
	EXISTING STANDPIPE
	PROPOSED ROOF DOWNSPOUT
	EXISTING ROOF DOWNSPOUT
	PROPOSED DISCHARGE STRUCTURE
	EXISTING DISCHARGE STRUCTURE

PLUMBING DATA
DRAINAGE FIXTURE UNITS = 12
WATER FIXTURE UNITS = 18

- NOTE**
- A MINIMUM OF 6.5 FEET OF COVER SHALL BE MAINTAINED OVER ALL WATERMAIN.
 - SANITARY SEWER, WATERMAIN AND STORM SEWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN AND ADMINISTRATIVE CODE CHAPTERS SPS 381-387.
 - FIELD VERIFY LOCATION OF EXISTING UTILITIES. IF EXISTING LOCATIONS DIFFER FROM WHAT IS INDICATED ON THE PLANS, **CONTACT ENGINEER**, PRIOR TO CONTINUED WORK.
 - ALL SANITARY SEWER, STORM SEWER AND WATER SERVICES / MAINS SHALL BE PROVIDED WITH TRACER WIRE OR OTHER METHOD TO BE LOCATED.
 - EXISTING GAS, ELECTRIC, CABLE TELEVISION AND TELEPHONE TO BE REMOVED AND/OR RELOCATED BY OTHERS. WORK SHALL BE COORDINATED BY GENERAL CONTRACTOR.



NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN	2405 W MASON REDEVELOPMENT FOR GB REAL ESTATE INVESTMENTS, LLC CITY OF GREEN BAY BROWN COUNTY, WISCONSIN	UTILITY PLAN	DATE	 Robert E. Lee & Associates, Inc. 1250 Centennial Centre Blvd Hobart, WI 920-662-9641 releinc.com	SHEET NO.
1	10/10/24	BDR	CITY RESUBMITTAL					CHECKED			02/2024		
								BDR			FILE		
								DESIGNED			5642037D		
								JGS			JOB NO.		
											5642037		



NO.				DATE				APPROV.				REVISION				DRAWN			
1				10/10/24				BDR				CITY RESUBMITTAL				JMM/LLP			
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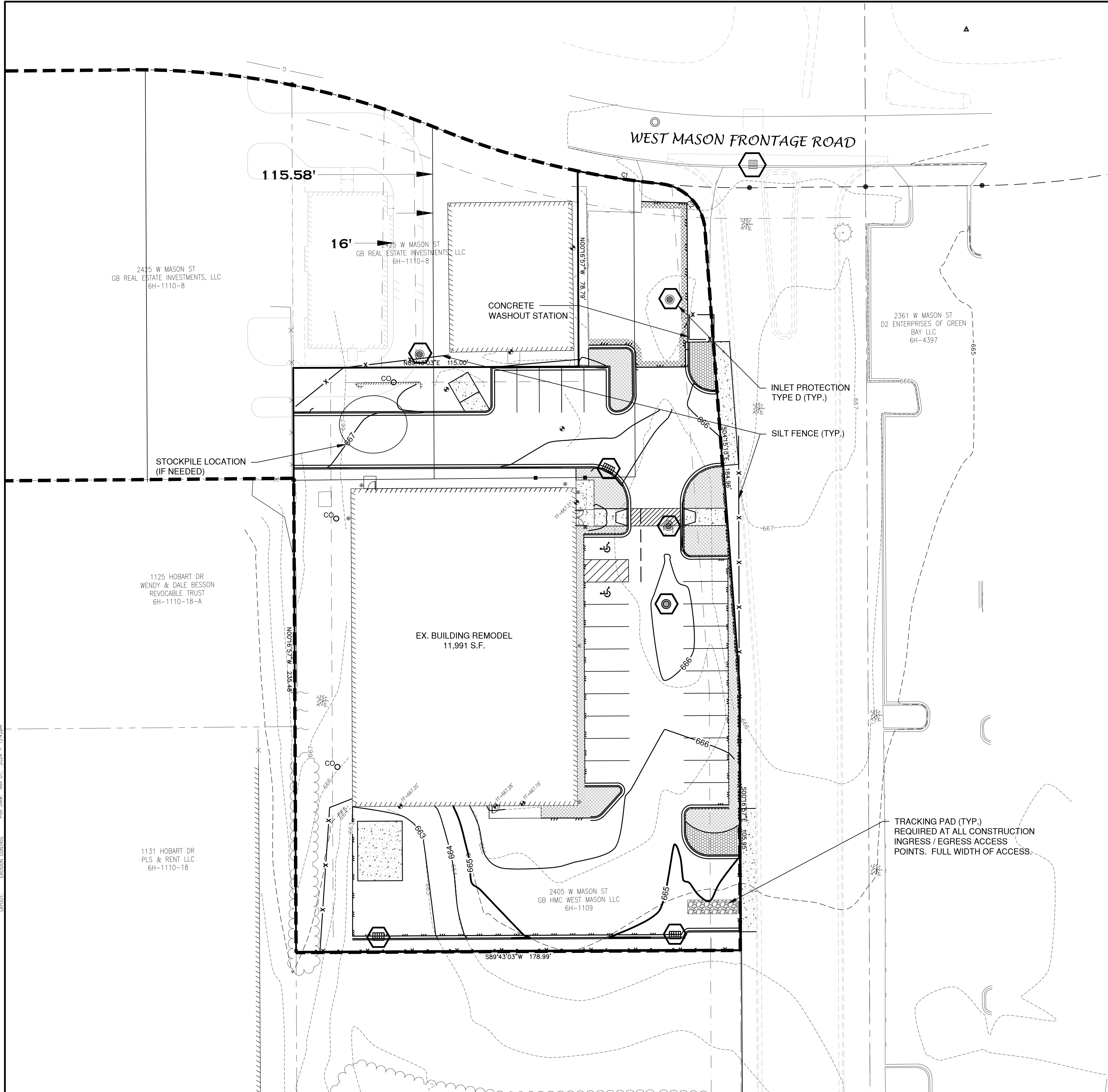
2405 W MASON REDEVELOPMENT
FOR GB REAL ESTATE INVESTMENTS, LLC
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

GRADING PLAN

DATE
02/2024
FILE
5642037D
JOB NO.
5642037

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SHEET NO.
4



LEGEND

- DRAINAGE SWALE
- DRAINAGE DIVIDE
- FLOW ARROW
- SILT FENCE (PER WDNR TECHNICAL STANDARD 1056)
- DITCH CHECK (PER WDNR TECHNICAL STANDARD 1062)
- TRACKING PAD (PER WDNR TECHNICAL STANDARD 1057)
- EROSION MAT (PER WDNR TECHNICAL STANDARD 1053)
- INLET PROTECTION (PER WDNR TECHNICAL STANDARD 1060)

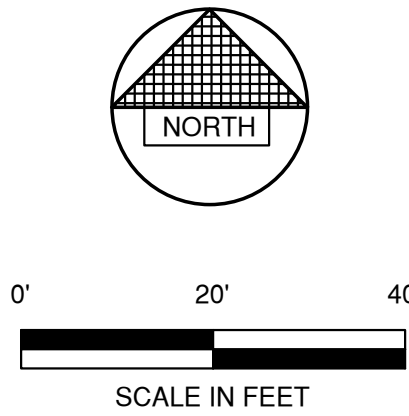
EROSION CONTROL

ALL EROSION CONTROL PRACTICES INDICATED ON THIS PLAN ARE APPROXIMATE LOCATIONS ONLY. THE ACTUAL SITE MAY REQUIRE MORE OR LESS EROSION CONTROL DEPENDING ON THE CURRENT CONDITION OF THE SITE.

- SILT FENCE IS REQUIRED DOWNSLOPE OF ANY DISTURBED LAND THAT MAY CARRY SEDIMENTS OFF SITE.
- PROPER INLET PROTECTION SHALL BE USED DEPENDING ON THE INLET TYPE.
- ALL NECESSARY SITE DEWATERING SHALL BE PERFORMED IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1061.
- CONTRACTOR TO SPRAY DOWN THE CONSTRUCTION SITE DURING DRY PERIODS TO AVOID DUST ENTERING THE AIR DURING CONSTRUCTION.
- CONTRACTOR TO MITIGATE ANY TRACKING FROM THE SITE DURING SITE GRADING AND SEEDING.
- WEEKLY INSPECTION OF ALL EROSION CONTROL BMPs AND INSPECTION AFTER A 0.5" RAINFALL EVENT IS REQUIRED AND THE INSPECTION REPORT SHOULD BE SENT TO EROSIONCONTROL@GREENBAYWI.GOV

CONSTRUCTION SEQUENCE

- EROSION CONTROL PRECONSTRUCTION MEETING WITH CITY AND CONTRACTOR (APRIL 2024)
- INSTALL TRACKING PAD AND INLET PROTECTION. (APRIL 2024)
- INSTALL PERIMETER SILT FENCE (APRIL 2024)
- DEMO EXISTING BUILDING (APRIL 2024)
- CONSTRUCT UTILITIES (MAY 2024)
- REMODEL BUILDING (MAY 2024)
- MILL EXISTING PAVEMENT, FINE GRADE AND REPAVE PARKING LOT AND SIDEWALKS (SEPTEMBER 2024)
- FINISH BUILDING (SEPTEMBER 2024)
- TOPSOIL, SEED AND MULCH. FINAL STABILIZATION, AND PROJECT COMPLETION. (OCTOBER 2024).



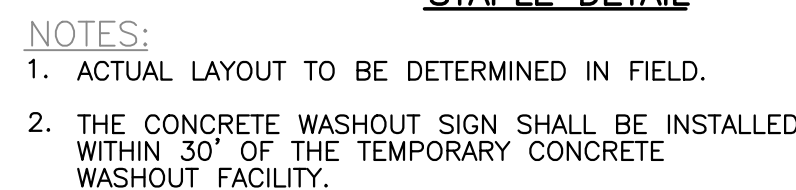
NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN	DATE	 1250 Centennial Centre Blvd Hobart, WI 920-662-9641 releeeinc.com	SHEET NO. 5
1	10/10/24	BDR	CITY RESUBMITTAL					CHECKED	02/2024		
								BDR	FILE		
								DESIGNED	5642037D		
								JGS	JOB NO.		
									5642037		

2405 W MASON REDEVELOPMENT
FOR GB REAL ESTATE INVESTMENTS, LLC
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

EROSION CONTROL PLAN



TYPE 'B' STORM INLET

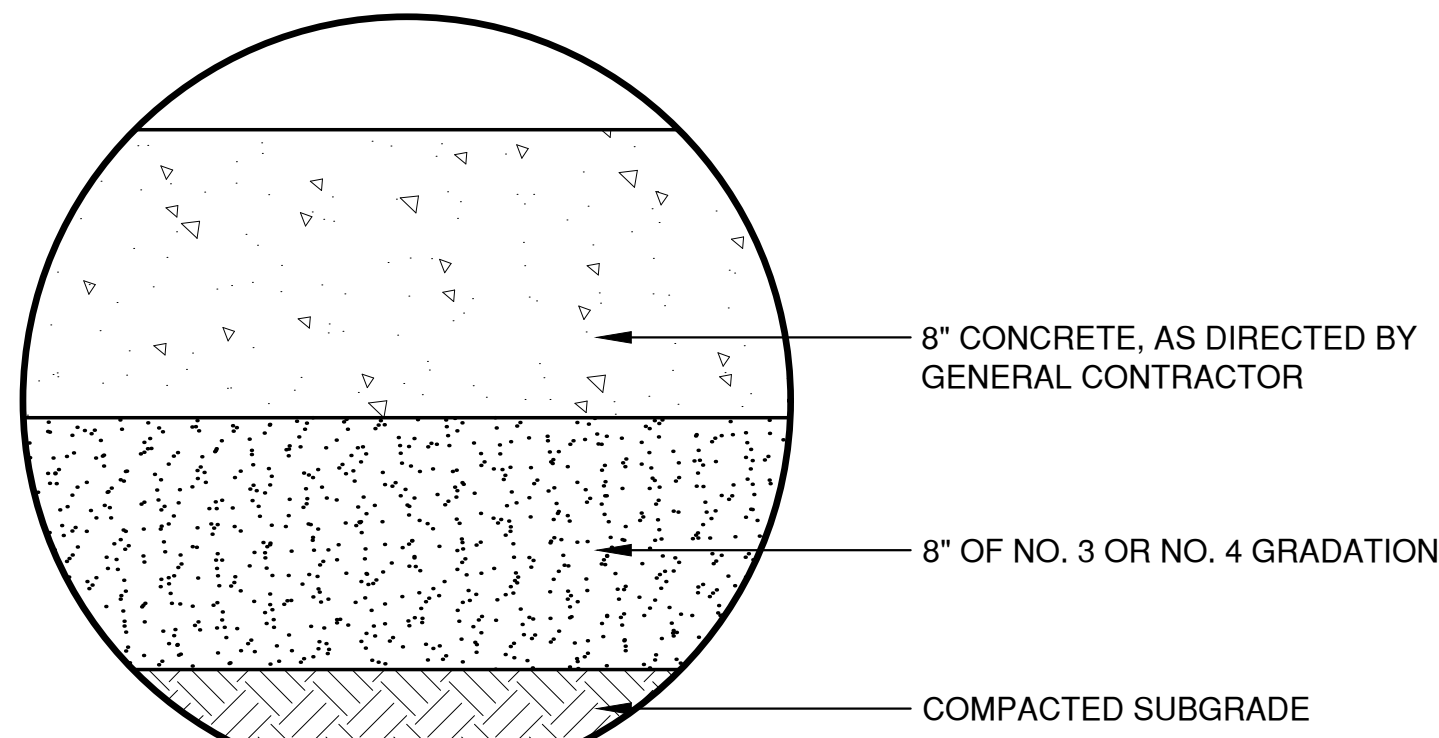


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CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

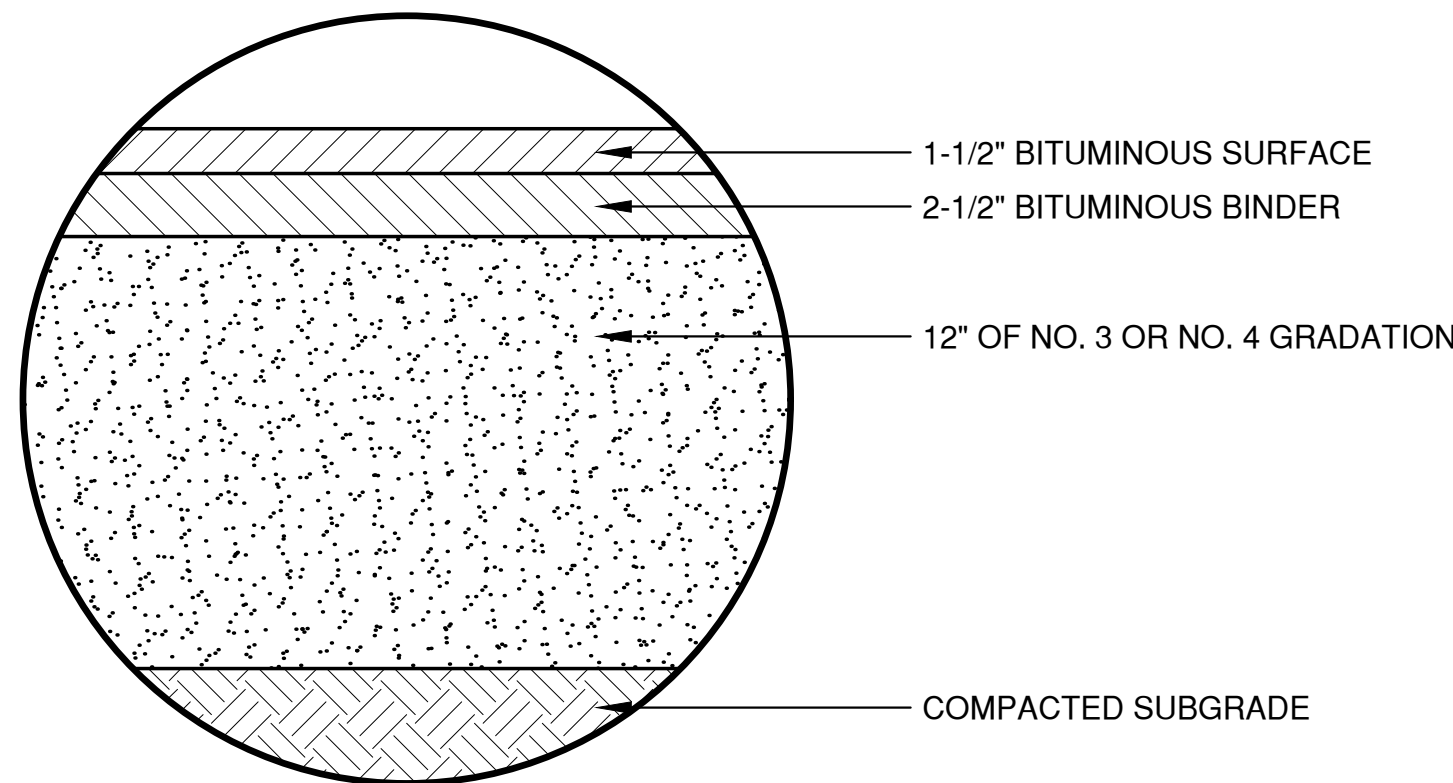
MISCELLANEOUS DETAILS

DATE 02/2024	 REL Robert E. Lee & Associates, Inc.	SHEET NO. 6
FILE 5642307.DET JOB NO. 620393		1250 Centennial Centre Blvd Hobart, WI 920-662-9641 releinc.com

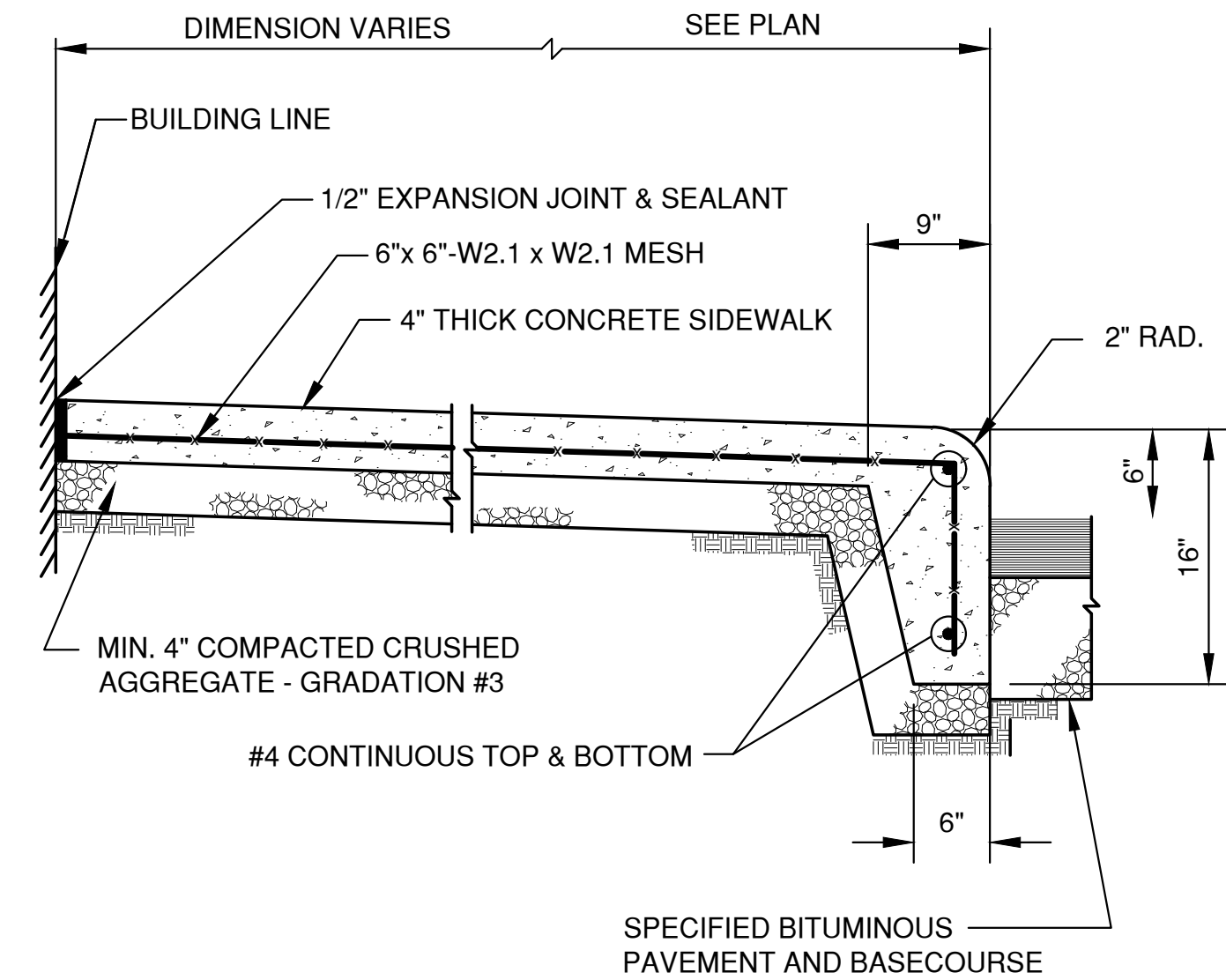
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Plot Date: Nov 11, 2024 - 5:55pm
LAYOUT: DETAILS (2)



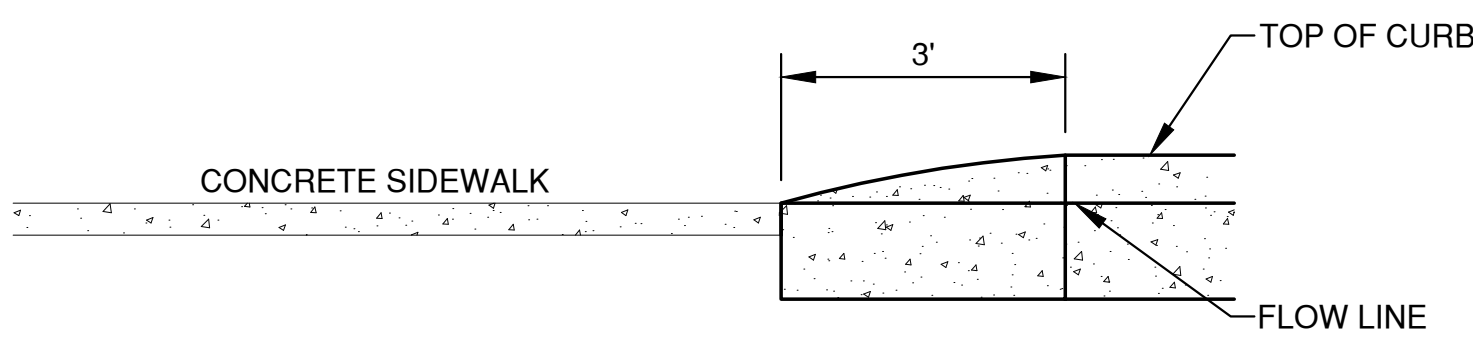
CONCRETE PAVEMENT



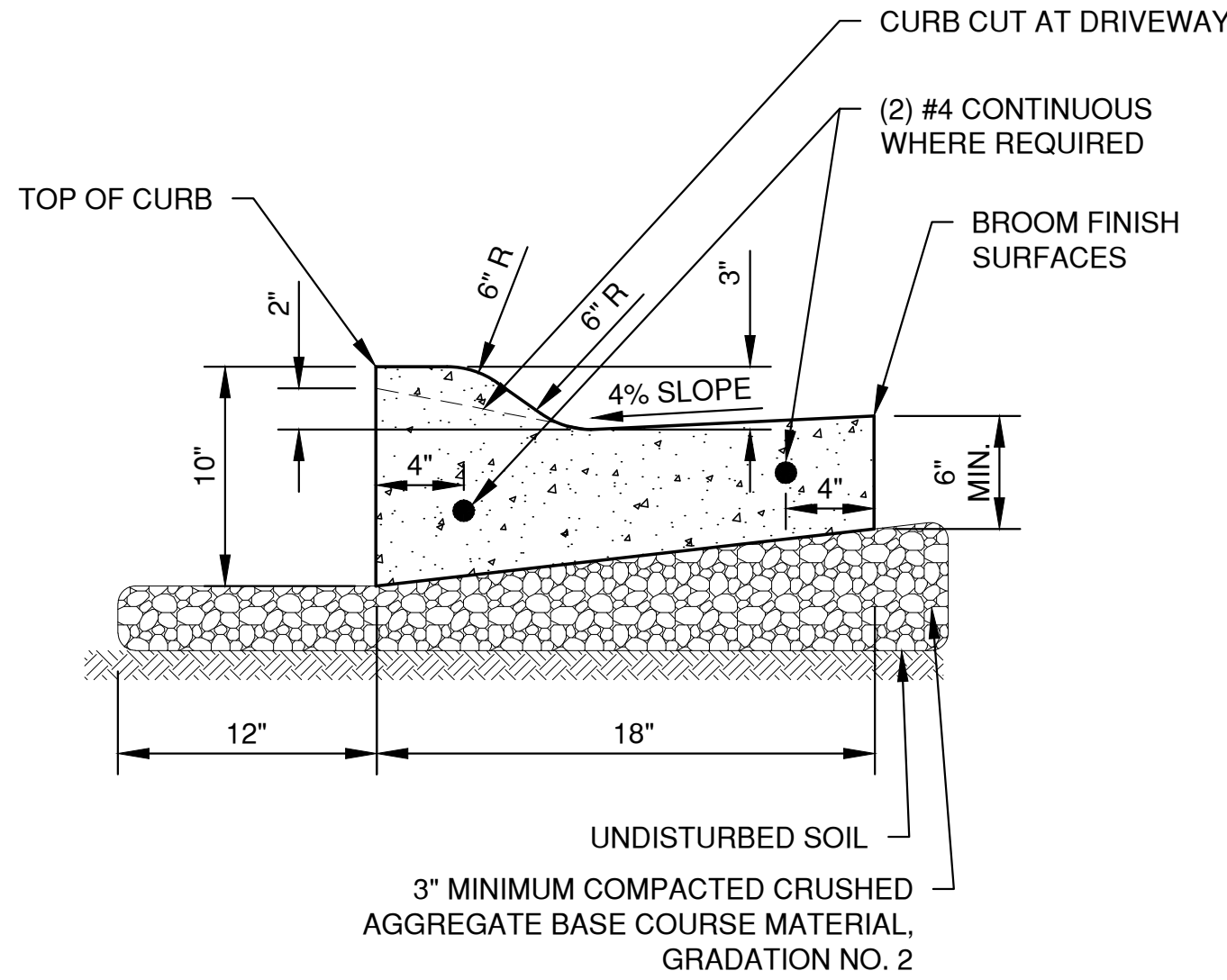
ASPHALT PAVEMENT



SIDEWALK WITH INTEGRAL CURB

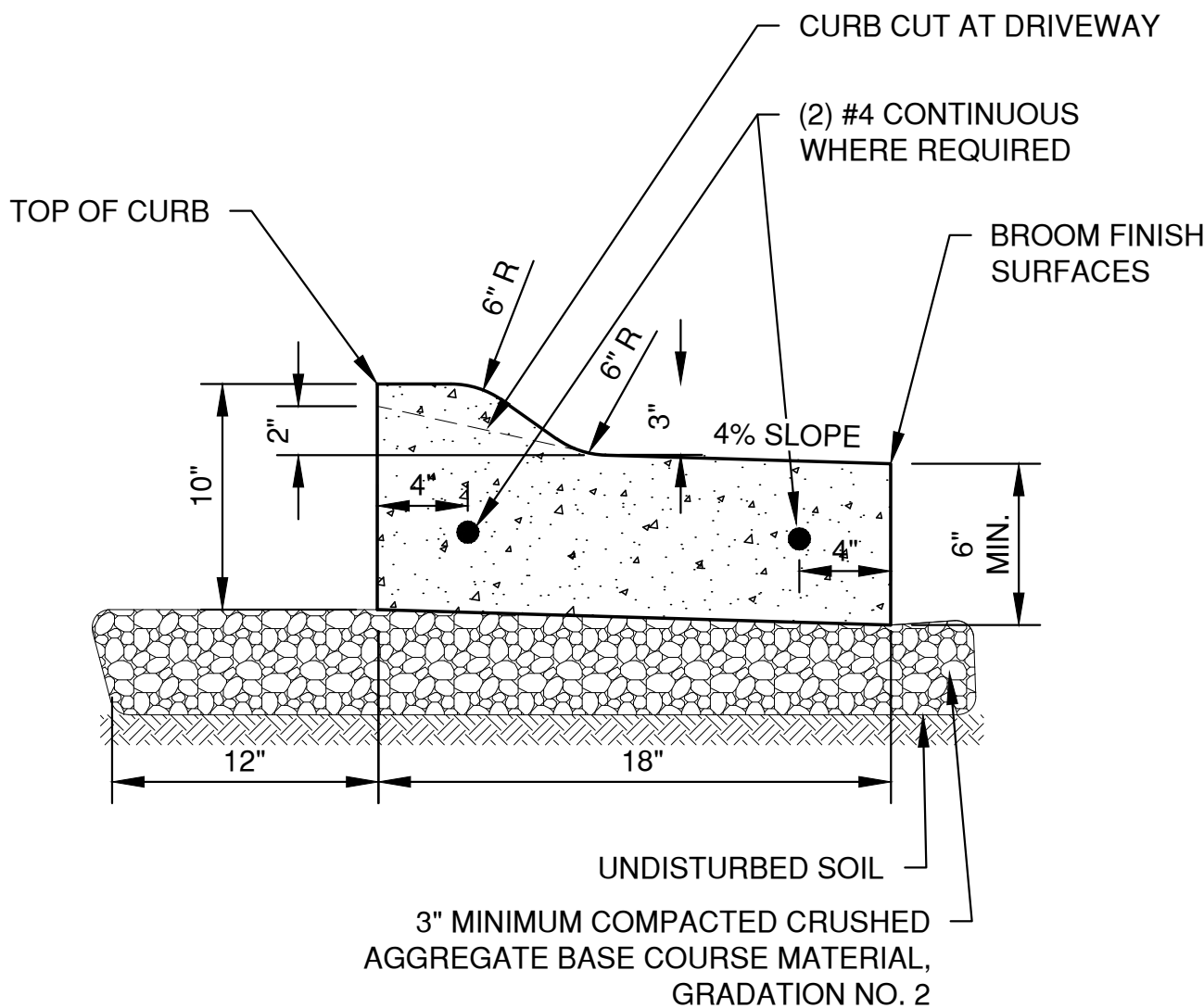


CURB TAPER DETAIL



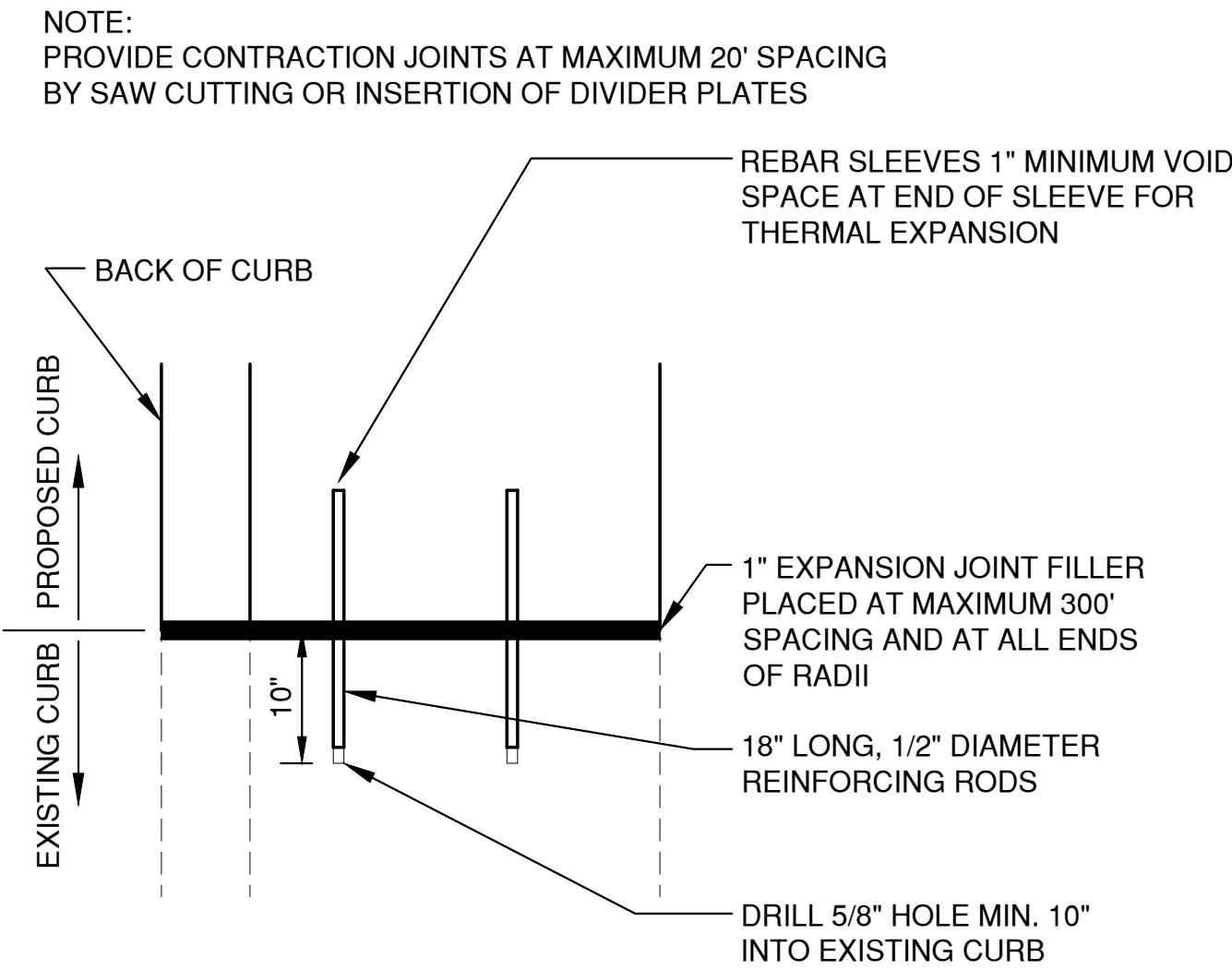
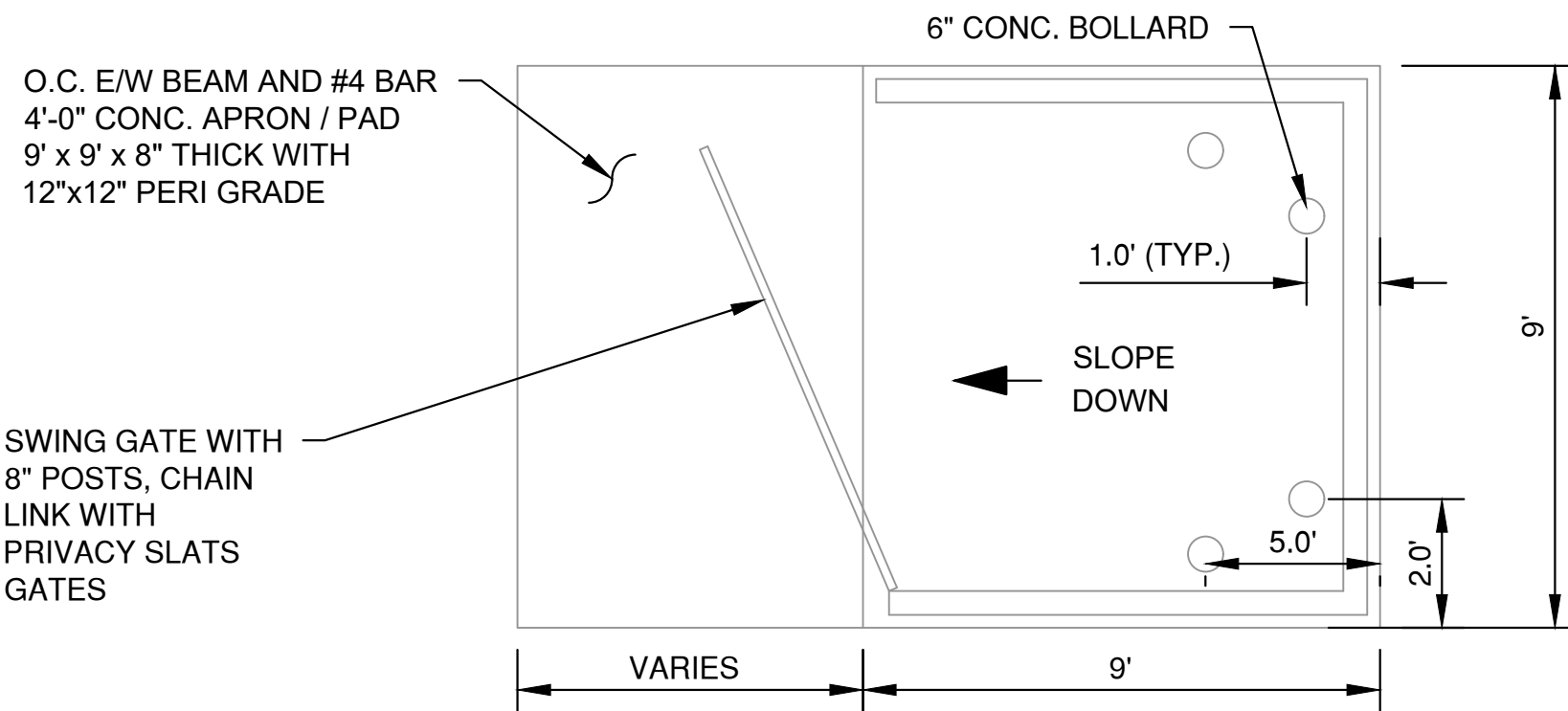
- NOTES:
1. PROVIDE 1" EXPANSION JOINTS AT 300' INTERVALS OR AS SPECIFIED. PROVIDE CONTRACTION JOINTS EVERY 30' OR AS DIRECTED.
 2. **AT REMOVAL AND REPLACEMENT AREAS** AND AT TIE-INS TO EXISTING CURB AND GUTTER, PROVIDE (2) #4 BARS, 18" LONG. DRILL AND GROUT INTO EXISTING CURB AND GUTTER 9". MATCH EXISTING SLOPE OF EXISTING GUTTER PAN.

MOUNTABLE CURB AND GUTTER

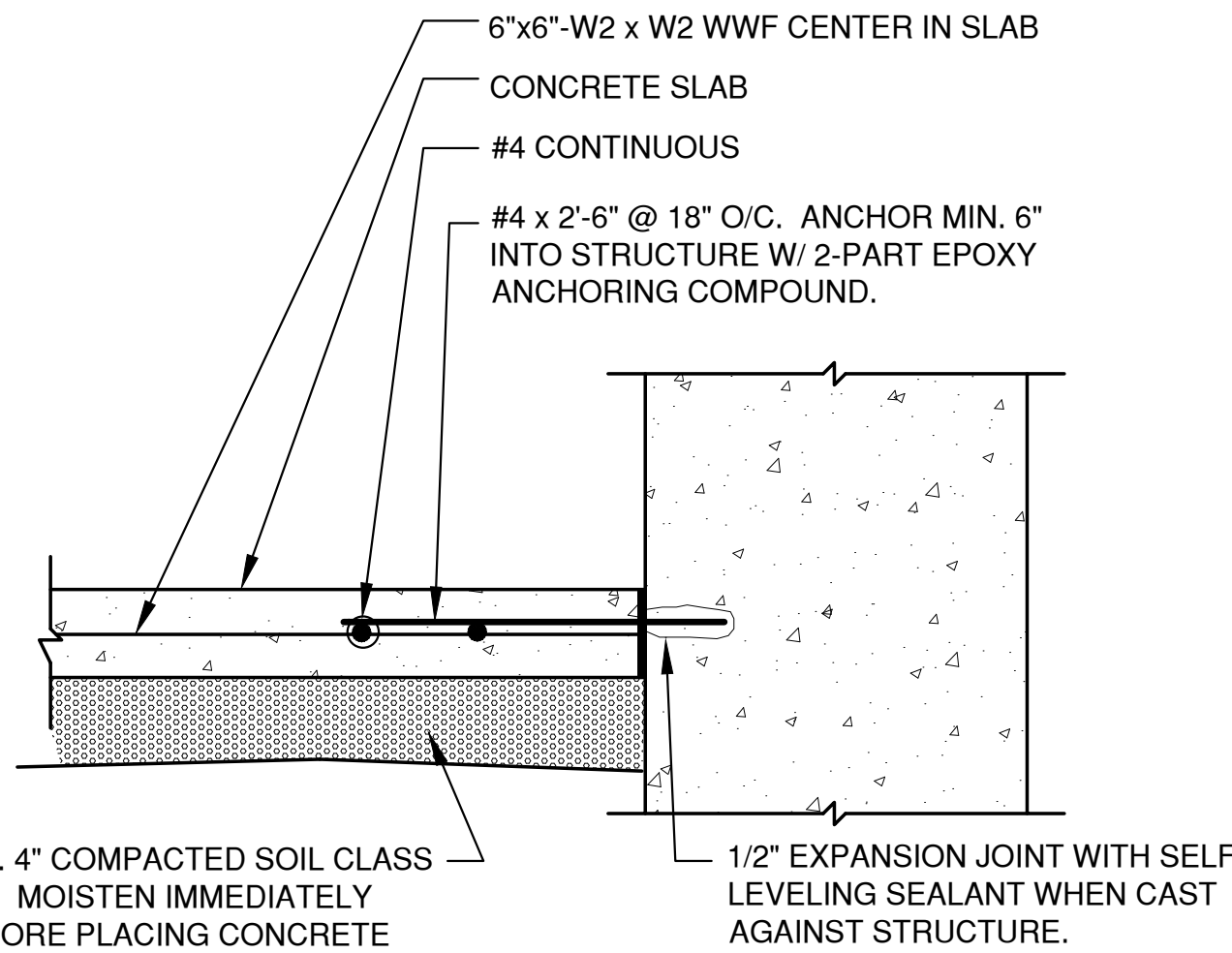


- NOTES:
1. PROVIDE 1" EXPANSION JOINTS AT 300' INTERVALS OR AS SPECIFIED. PROVIDE CONTRACTION JOINTS EVERY 30' OR AS DIRECTED.
 2. **AT REMOVAL AND REPLACEMENT AREAS** AND AT TIE-INS TO EXISTING CURB AND GUTTER, PROVIDE (2) #4 BARS, 18" LONG. DRILL AND GROUT INTO EXISTING CURB AND GUTTER 9". MATCH EXISTING SLOPE OF EXISTING GUTTER PAN.

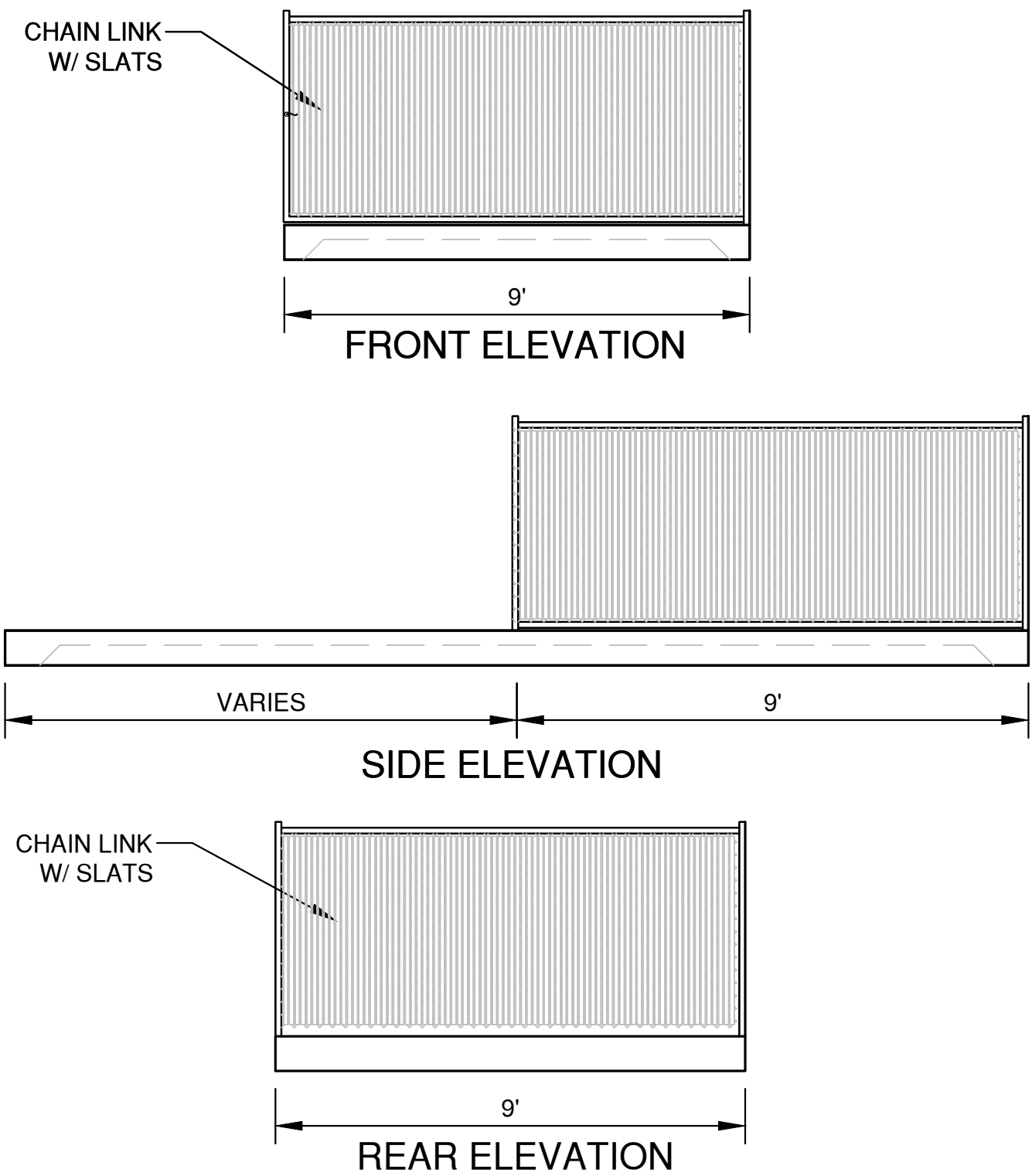
MOUNTABLE SHEDDING CURB AND GUTTER



CURB TIE-IN DETAIL
(PROPOSED TO EXISTING)



TYPICAL SIDEWALK ADJACENT TO STRUCTURE



TRASH ENCLOSURE DETAIL
* CONSTRUCTION DETAIL PER GENERAL CONTRACTOR
**NTS

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN
1	10/10/24	BDR	CITY RESUBMITTAL					KDC
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								DESIGNED
								JGS

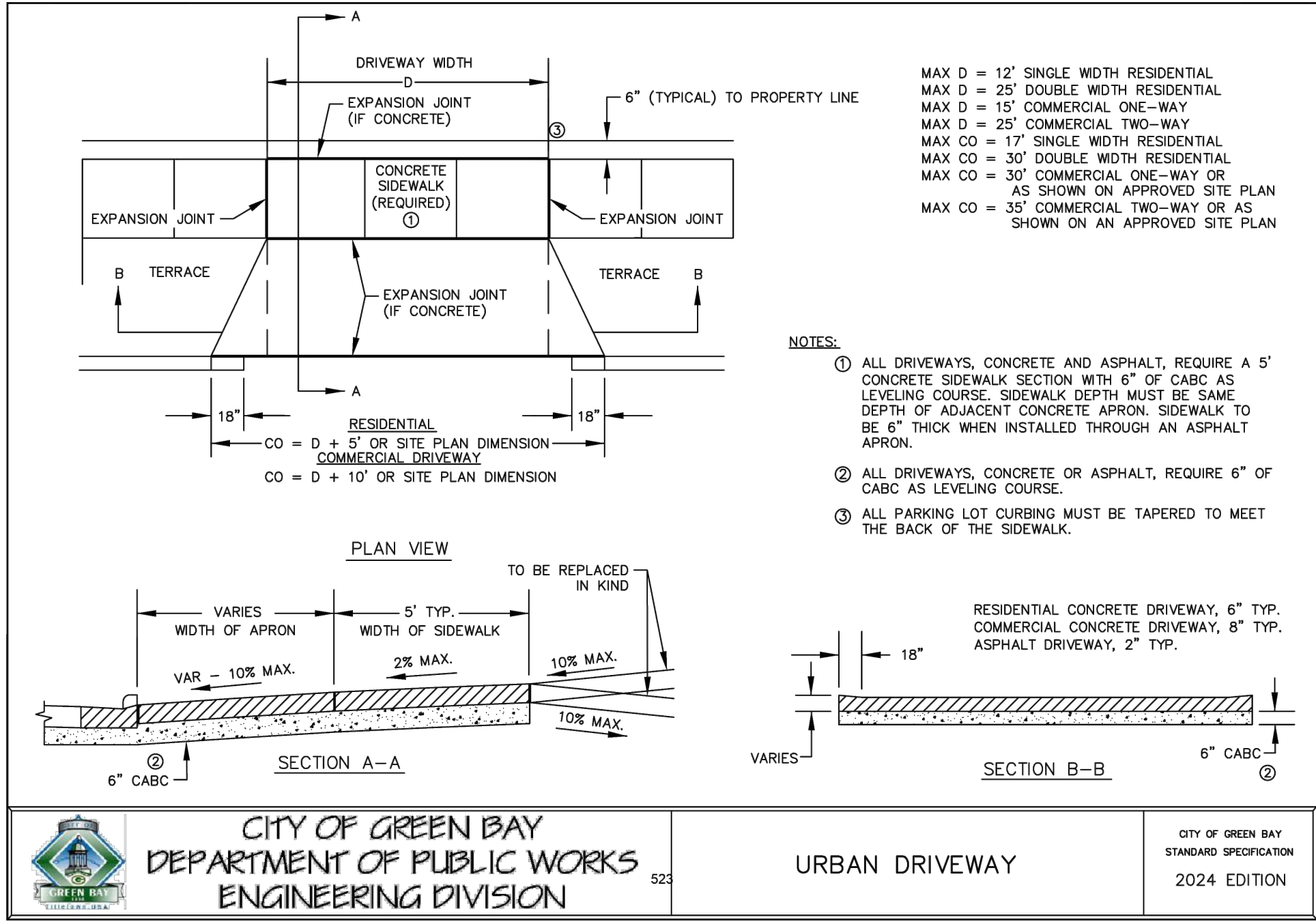
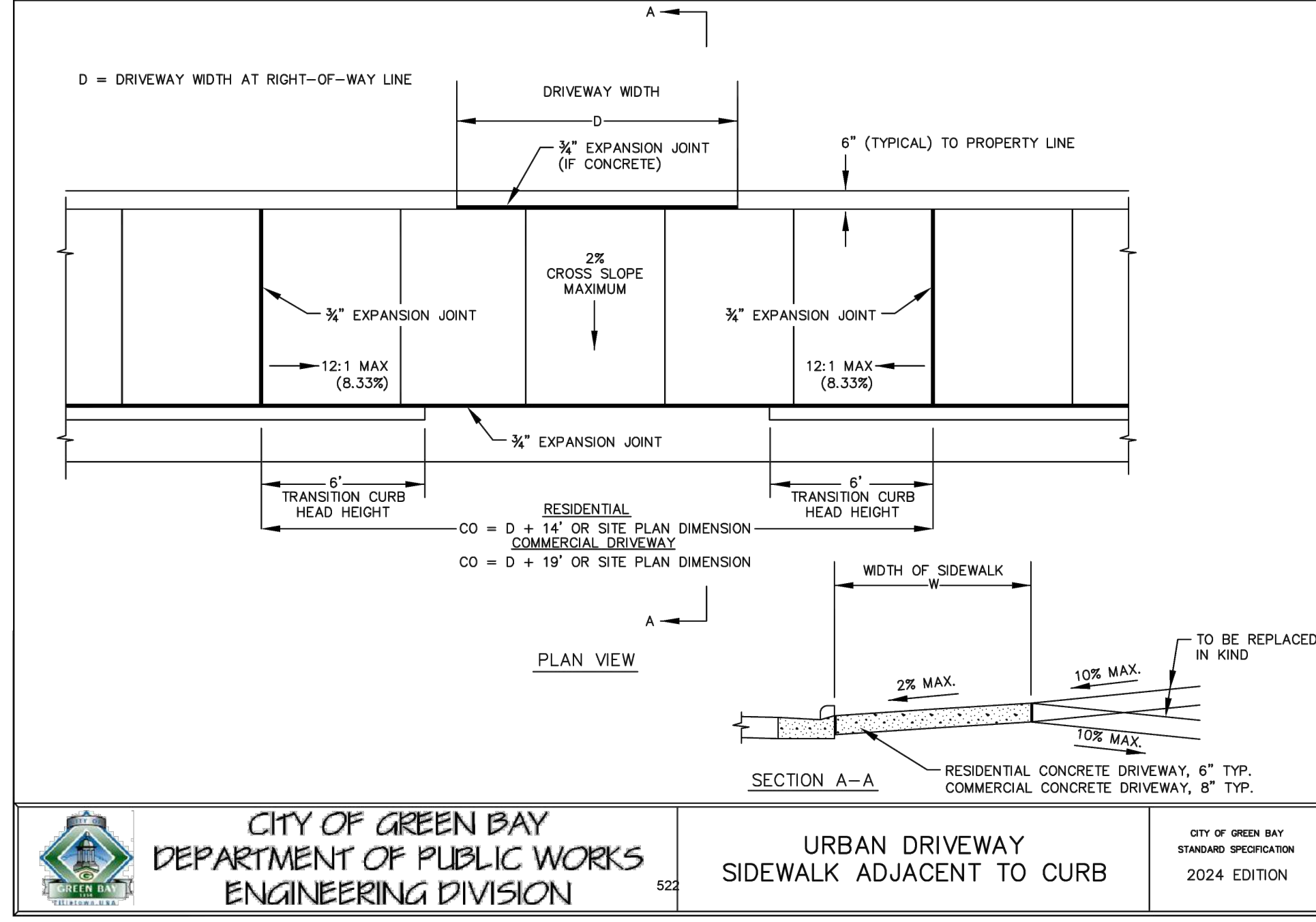
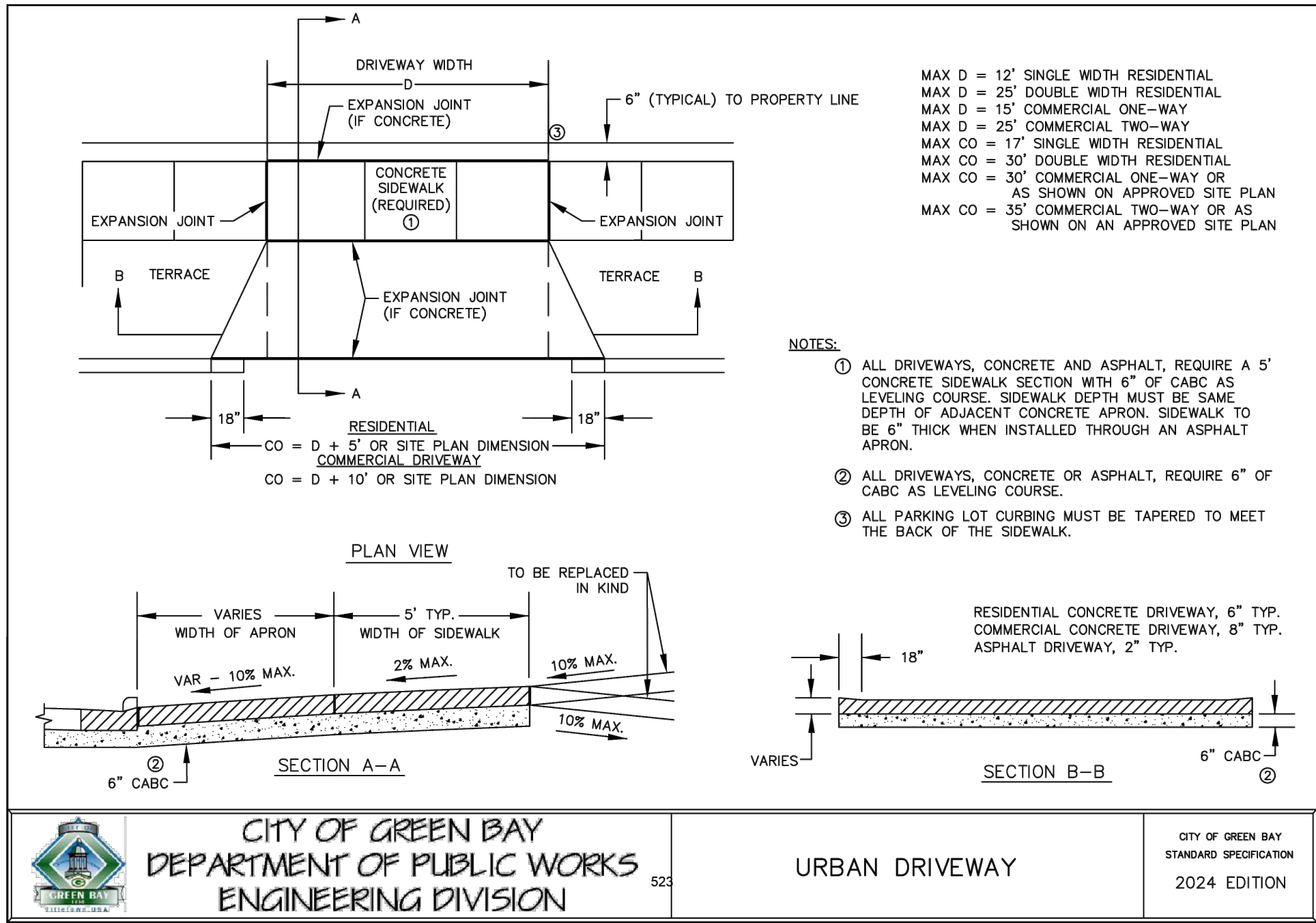
2405 W MASON REDEVELOPMENT
FOR GB REAL ESTATE INVESTMENTS, LLC
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

MISCELLANEOUS DETAILS

DATE	02/2024
FILE	5642037DET
JOB NO.	5642037

REL Robert E. Lee
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File: P:\3600\5642\37\46\5642037DET.dwg
Plot Date: Nov 27, 2024 - 11:35am
LAYOUT: DETAILS (3)



NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN
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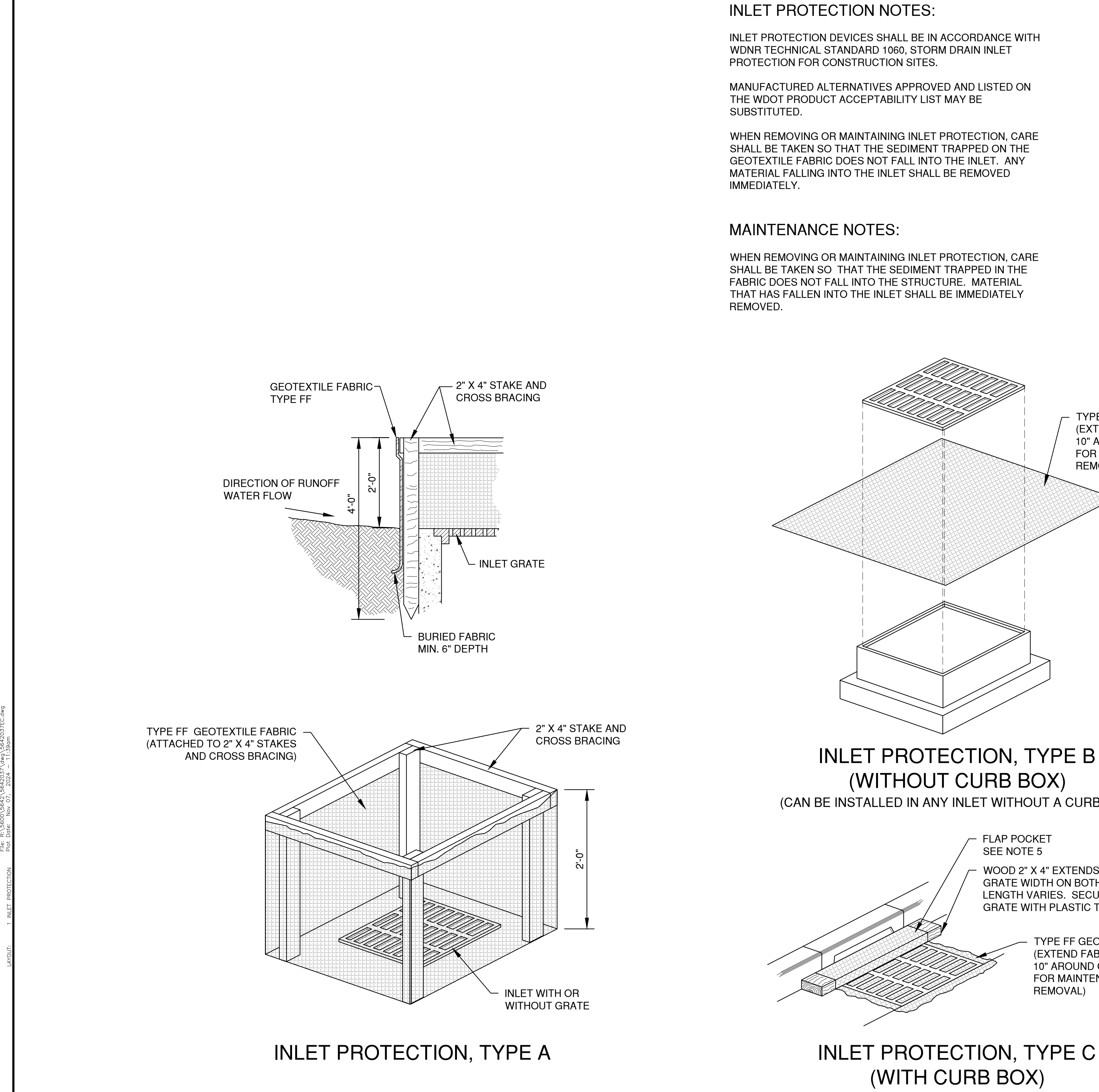
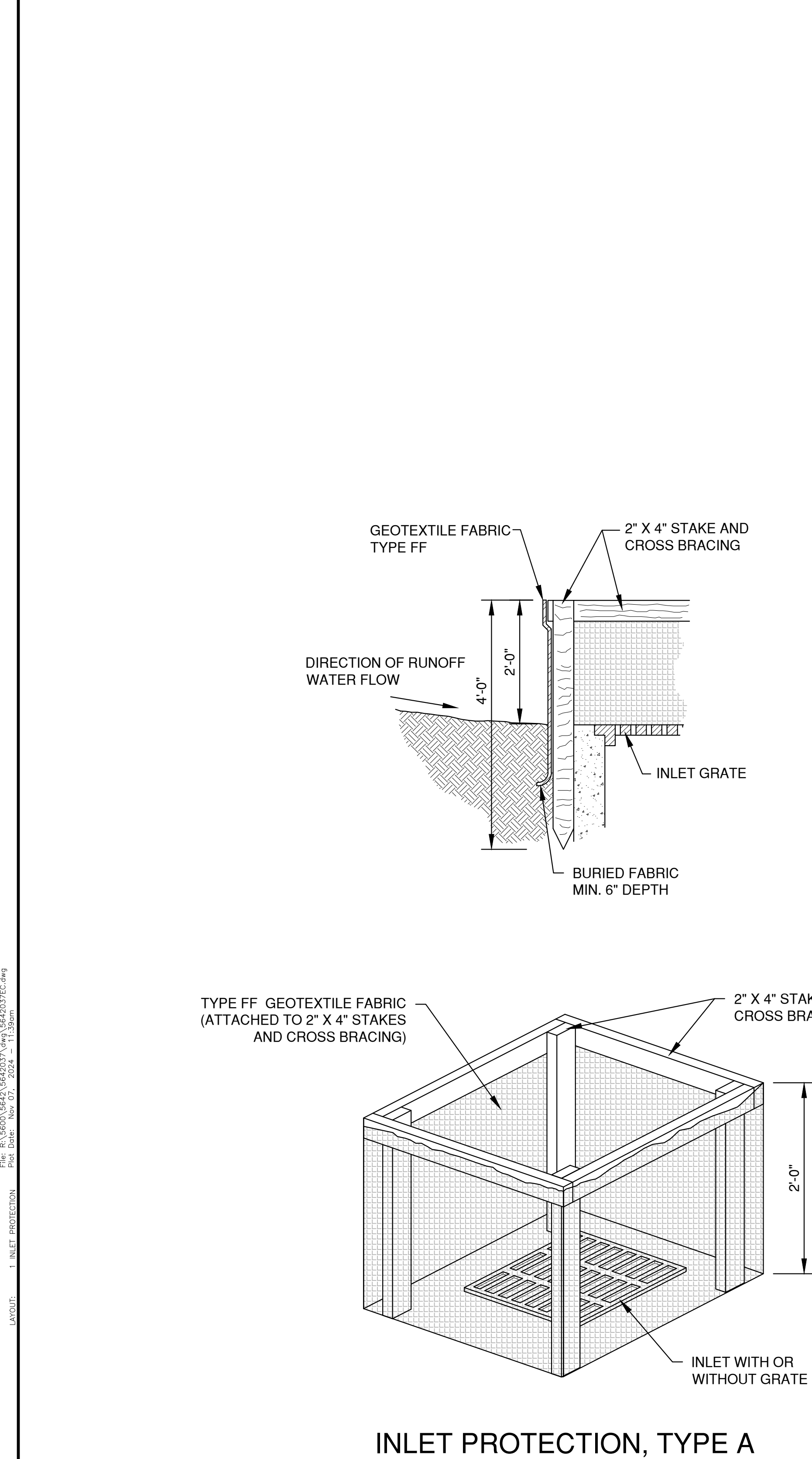
2405 W MASON REDEVELOPMENT
FOR GB REAL ESTATE INVESTMENTS, LLC
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

MISCELLANEOUS DETAILS

DATE	02/2024
FILE	5642037DET
JOB NO.	5642037

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File: P:\3600\5642\5642037.dwg Plot Date: Nov 07, 2024 11:30am LAYOUT: 1. INLET PROTECTION



INLET PROTECTION NOTES:

INLET PROTECTION DEVICES SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1060, STORM DRAIN INLET PROTECTION FOR CONSTRUCTION SITES.

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE WDOT PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

MAINTENANCE NOTES:

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE FABRIC DOES NOT FALL INTO THE STRUCTURE. MATERIAL THAT HAS FALLEN INTO THE INLET SHALL BE IMMEDIATELY REMOVED.

INSTALLATION NOTES:

TYPE "B" AND "C"

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

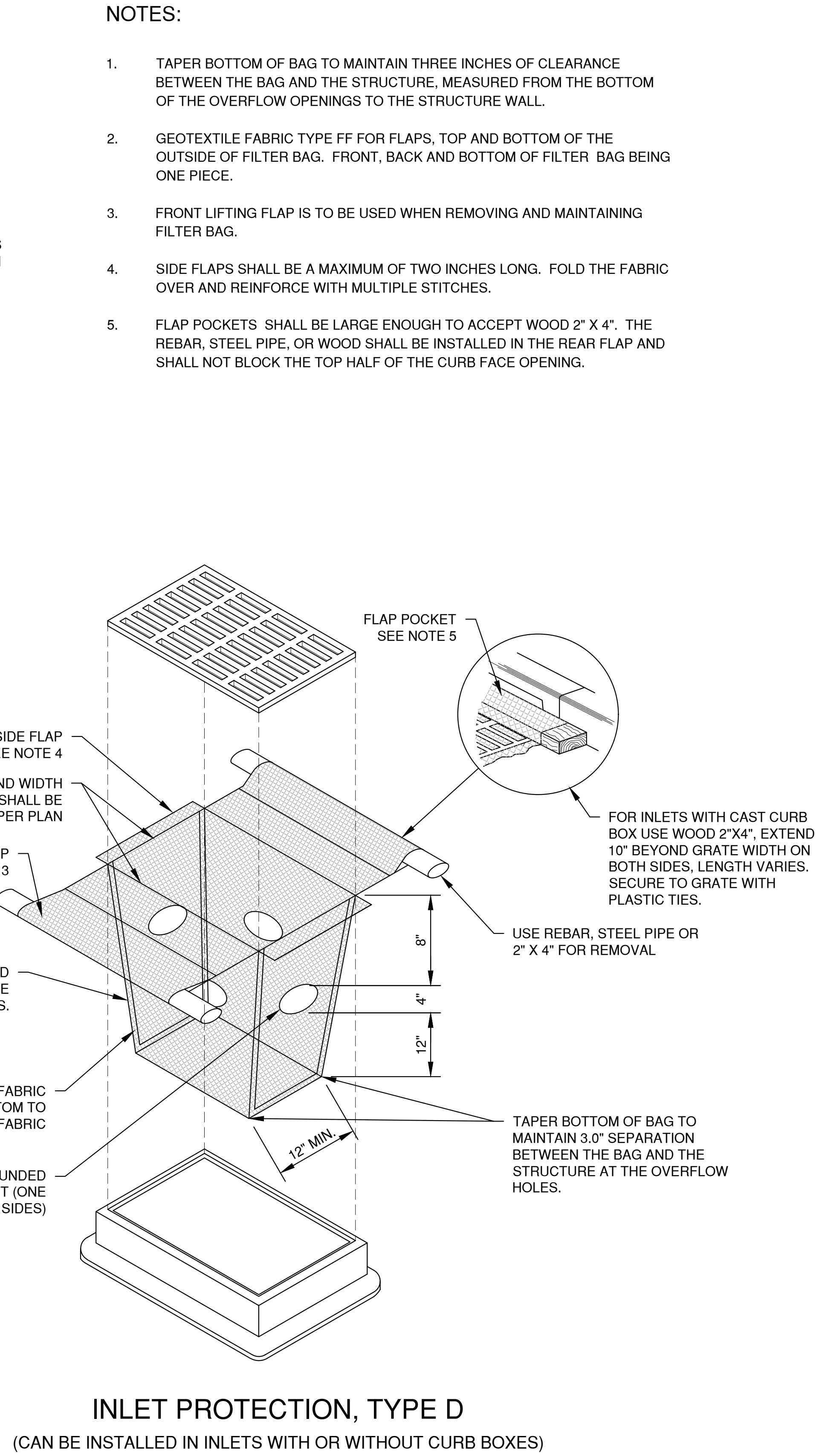
DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

TYPE "D"

DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30" MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY, CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT THE MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

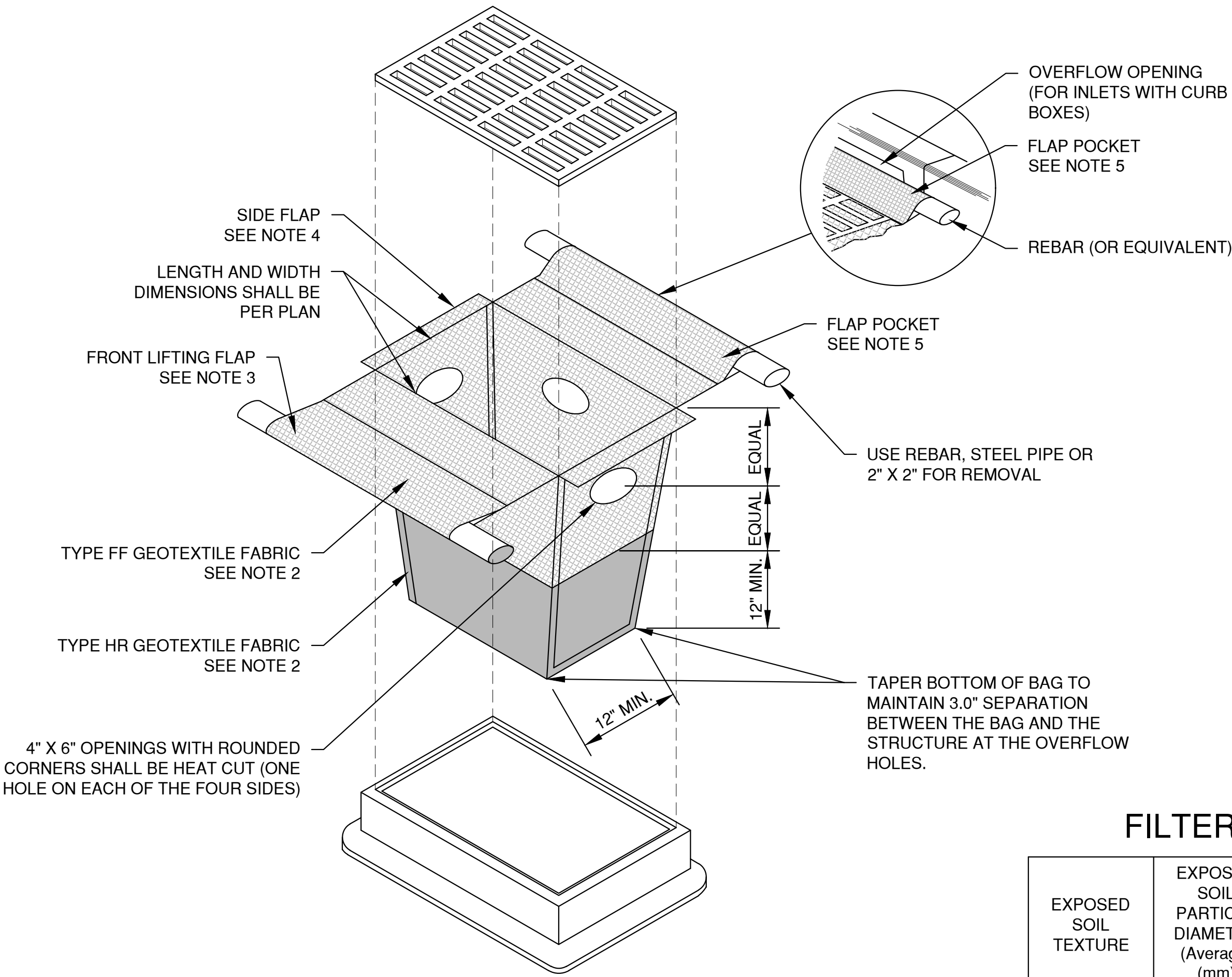


NOTES:

- 1. TAPER BOTTOM OF BAG TO MAINTAIN THREE INCHES OF CLEARANCE BETWEEN THE BAG AND THE STRUCTURE, MEASURED FROM THE BOTTOM OF THE OVERFLOW OPENINGS TO THE STRUCTURE WALL.
- 2. GEOTEXTILE FABRIC TYPE FF FOR FLAPS AND TOP HALF OF FILTER BAG. GEOTEXTILE FABRIC TYPE HR FOR BOTTOM HALF OF FILTER BAG. FRONT, BACK AND BOTTOM OF FILTER BAG BEING ONE PIECE.
- 3. FRONT LIFTING FLAP IS TO BE USED WHEN REMOVING AND MAINTAINING FILTER BAG.
- 4. SIDE FLAPS SHALL BE A MAXIMUM OF TWO INCHES LONG. FOLD THE FABRIC OVER AND REINFORCE WITH MULTIPLE STITCHES.
- 5. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2" X 4". THE REBAR, STEEL PIPE, OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.

MAINTENANCE NOTES:

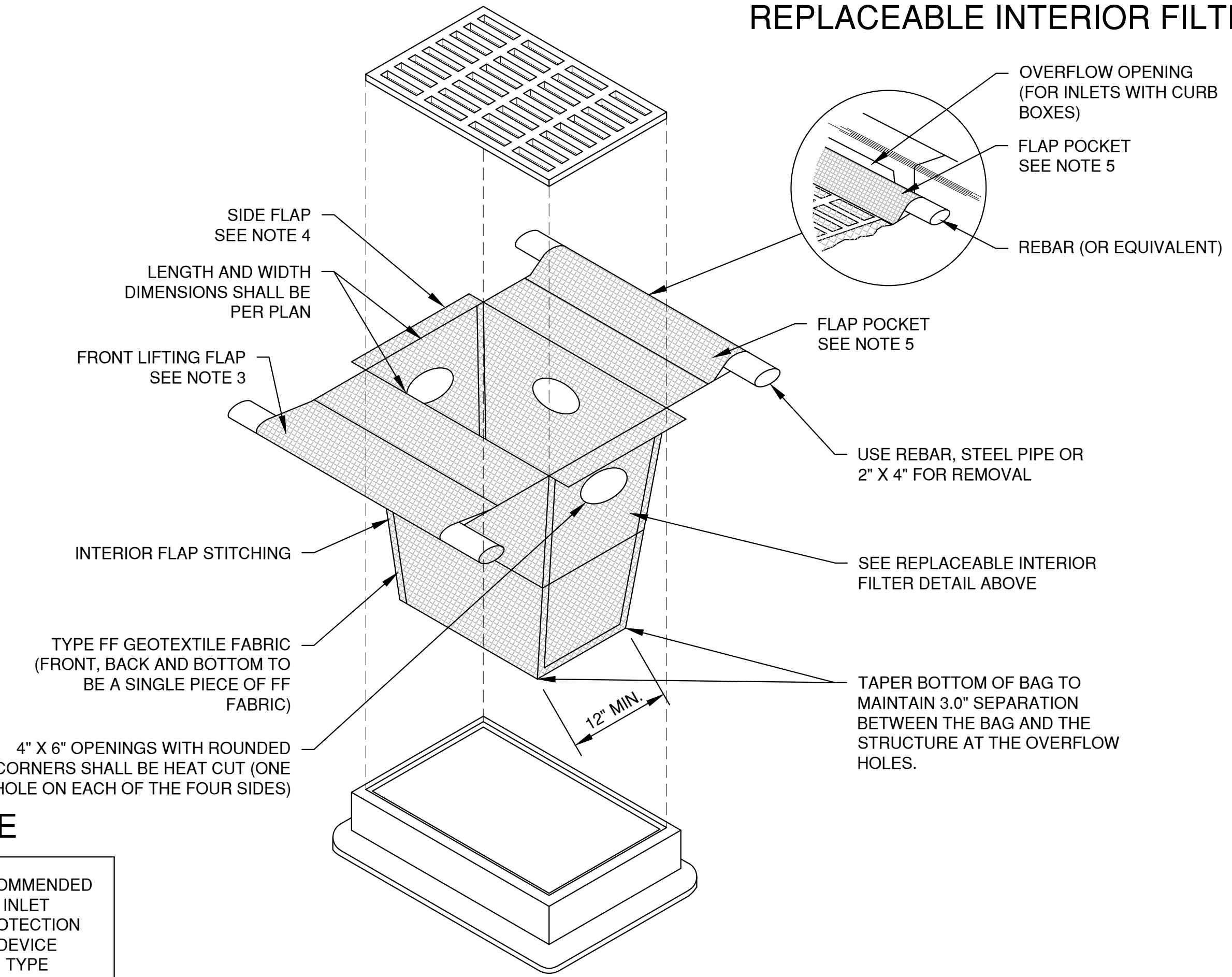
WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE FABRIC DOES NOT FALL INTO THE STRUCTURE. MATERIAL THAT HAS FALLEN INTO THE INLET SHALL BE IMMEDIATELY REMOVED.



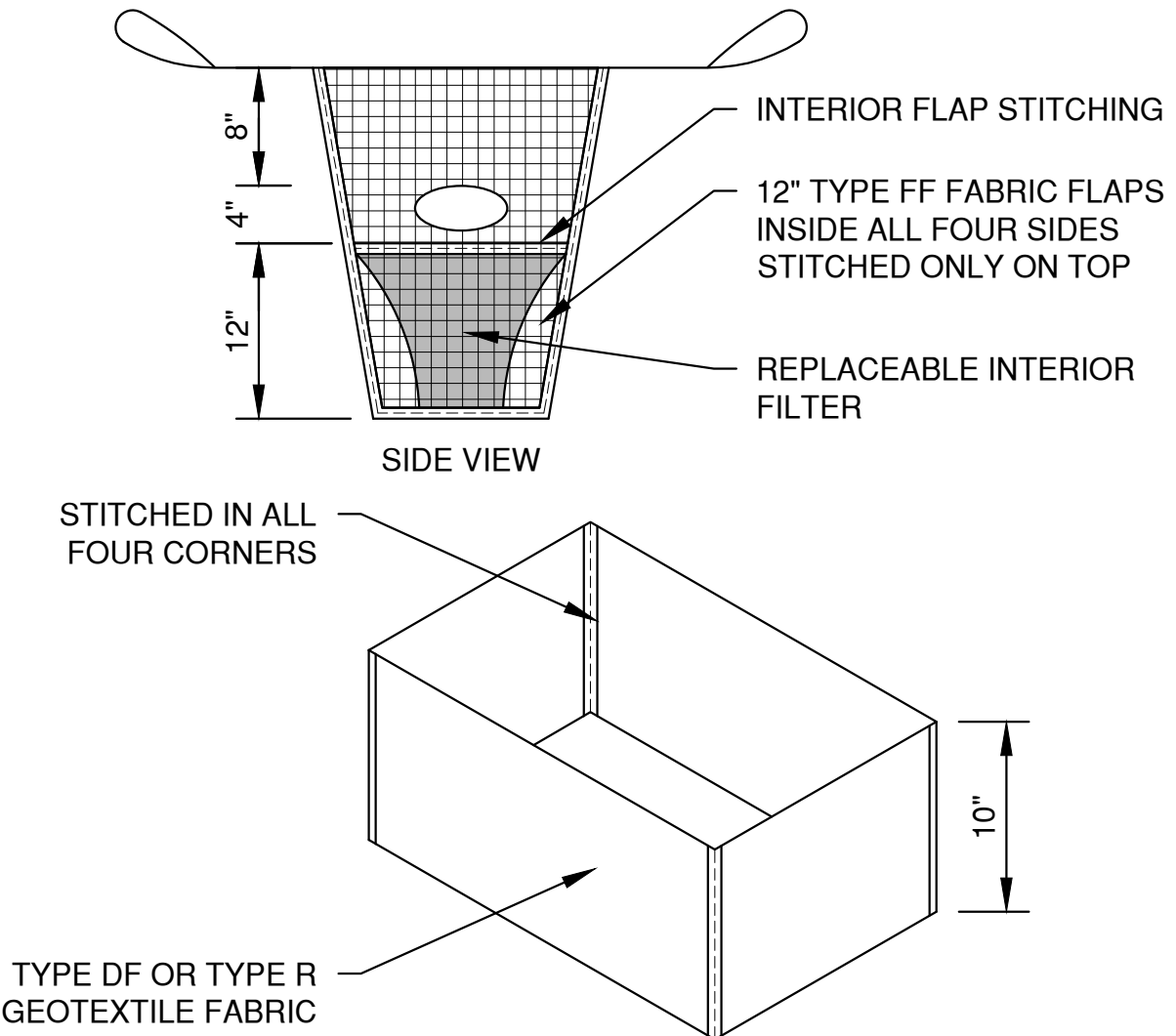
INLET PROTECTION, TYPE D-HR
(CAN BE INSTALLED IN INLETS WITH OR WITHOUT CURB BOXES)

NOTES:

- 1. TAPER BOTTOM OF BAG TO MAINTAIN THREE INCHES OF CLEARANCE BETWEEN THE BAG AND THE STRUCTURE, MEASURED FROM THE BOTTOM OF THE OVERFLOW OPENINGS TO THE STRUCTURE WALL.
- 2. GEOTEXTILE FABRIC TYPE FF FOR FLAPS, TOP AND BOTTOM OF OUTSIDE OF FILTER BAG. FRONT, BACK AND BOTTOM OF FILTER BAG BEING ONE PIECE.
- 3. FRONT LIFTING FLAP IS TO BE USED WHEN REMOVING AND MAINTAINING FILTER BAG.
- 4. SIDE FLAPS SHALL BE A MAXIMUM OF TWO INCHES LONG. FOLD THE FABRIC OVER AND REINFORCE WITH MULTIPLE STITCHES.
- 5. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2" X 4". THE REBAR, STEEL PIPE, OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.



INLET PROTECTION, TYPE D-M
(CAN BE INSTALLED IN INLETS WITH OR WITHOUT CURB BOXES)



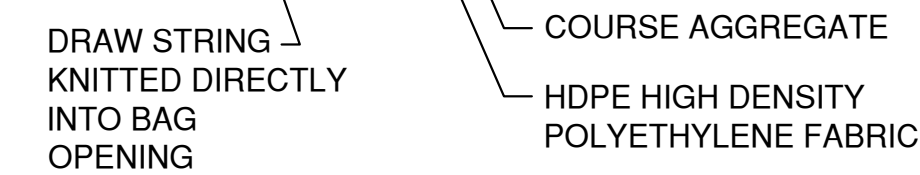
REPLACEABLE INTERIOR FILTER

FILTER FABRIC TYPE

EXPOSED SOIL TEXTURE	EXPOSED SOIL PARTICLE DIAMETER (Average) (mm)	FILTER FABRIC TYPE*	RECOMMENDED INLET PROTECTION DEVICE TYPE
COARSE (SAND)	≥0.0625	FF	D, D-M
MEDIUM (SILT LOAM)	0.0624 - 0.005	DF	D, D-M
FINE (CLAY)	≤ 0.004	R	D-M
		HR	D-HR

* DF, R OR HR FILTERS MAY BE USED WHERE FF IS THE REQUIRED MINIMUM STANDARD. R OR HR MAY BE USED WHERE DF IS THE REQUIRED MINIMUM STANDARD.

** FOLLOW DESIGN CRITERIA OF WDNR TECHNICAL STANDARD 1060



FILTER BAG DETAIL

NOTES:

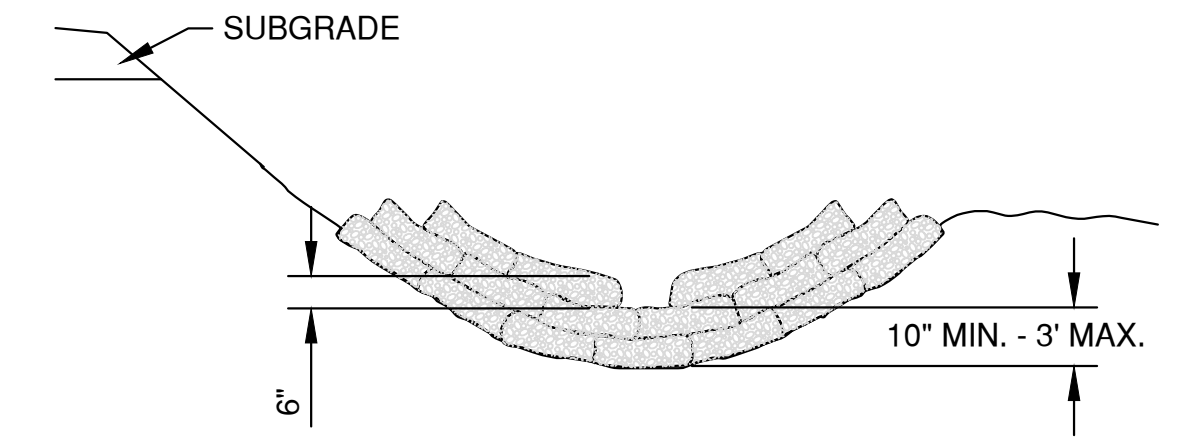
1. 18" X 30" ROCK FILLED FILTER BAG SHALL BE COMPRISED OF THE FOLLOWING:

HDPE HIGH DENSITY POLYETHYLENE
HDPE HIGH DENSITY POLYETHYLENE DRAW STRING KNITTED DIRECTLY
INTO BAG OPENING.
80% FABRIC CLOSURE WITH APPARENT OPENING SIZE NO LARGER THAN
1/8" X 1/8"
ROLLED SEAM USING A MINIMUM OF 480 DENIER POLYESTER
SEWING YARN FOR STRENGTH AND DURABILITY.

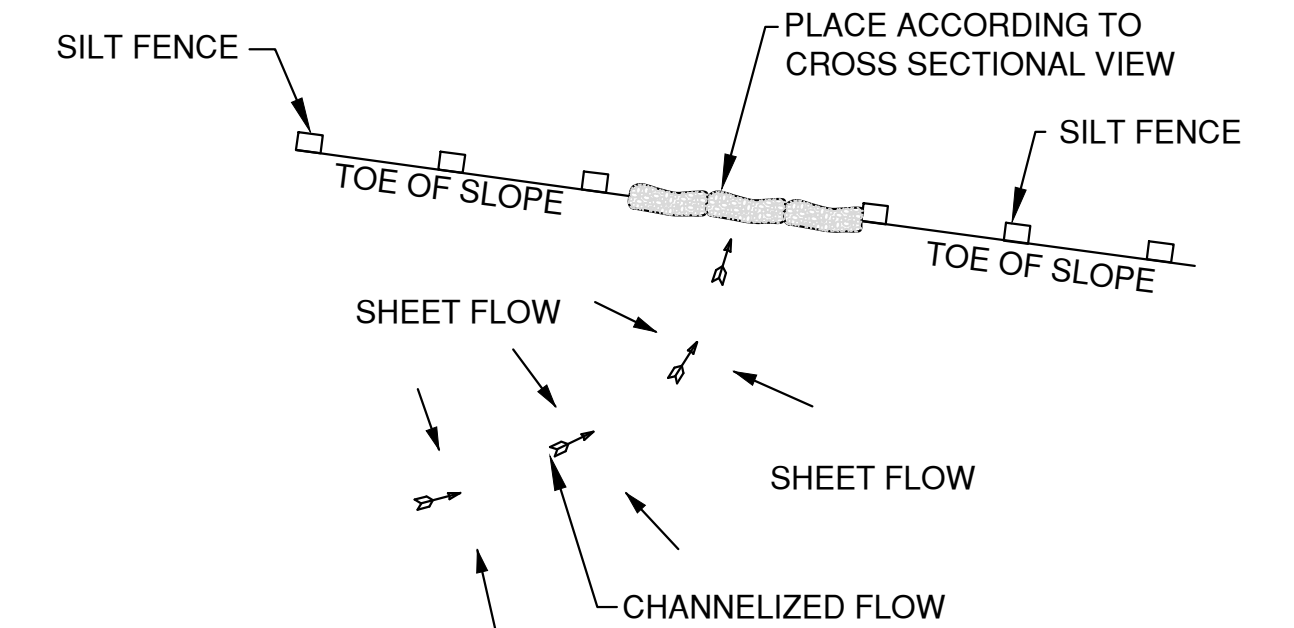
2. USE WELL GRADED COURSE AGGREGATE CONFORMING TO THE FOLLOWING GRADATION REQUIREMENTS

SIEVE SIZE	SIZE NO. AASHTO No. 67 (1)
2 INCH (50 mm)	-
1 1/2 INCH (37.5mm)	-
1 INCH (25.0 mm)	100
3/4 INCH (19.0mm)	90-100
3/8 INCH (9.5mm)	20-55
No. 4 (4.75mm)	0-10
No. 8 (2.36mm)	0-5

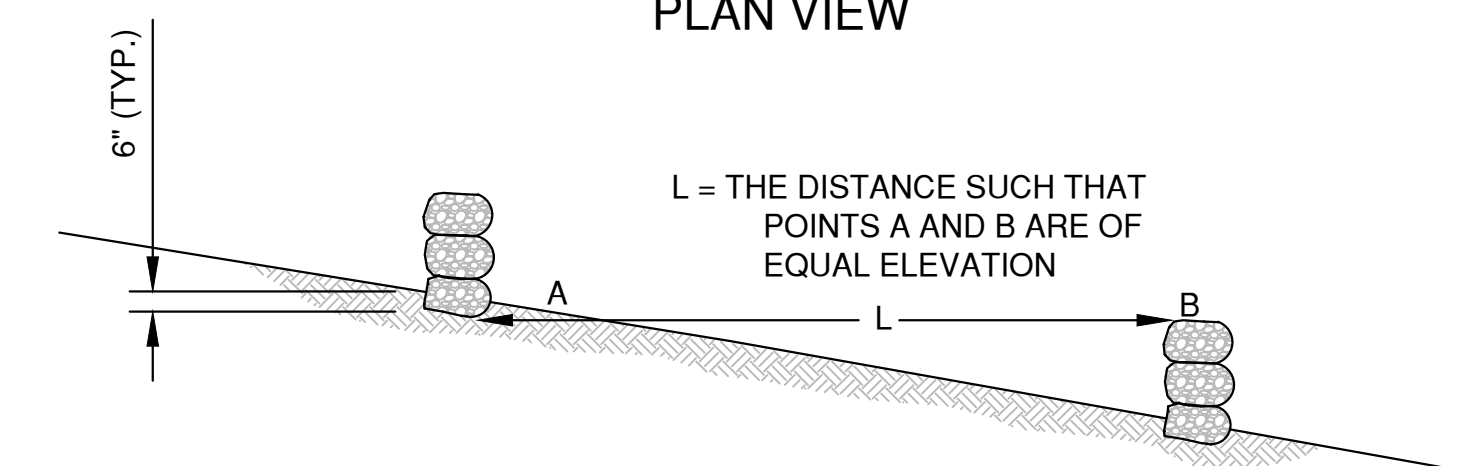
(1) SIZE No. ACCORDING TO AASHTO M 43



CROSS SECTIONAL VIEW



PLAN VIEW



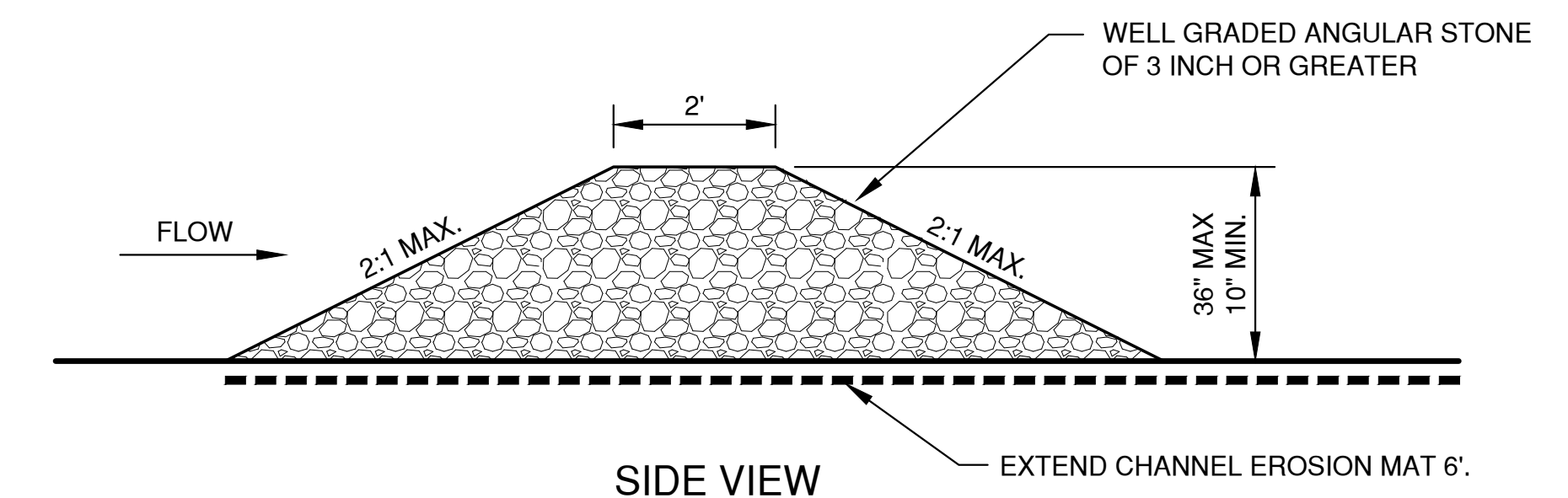
SIDE VIEW

DITCH CHECK DETAIL

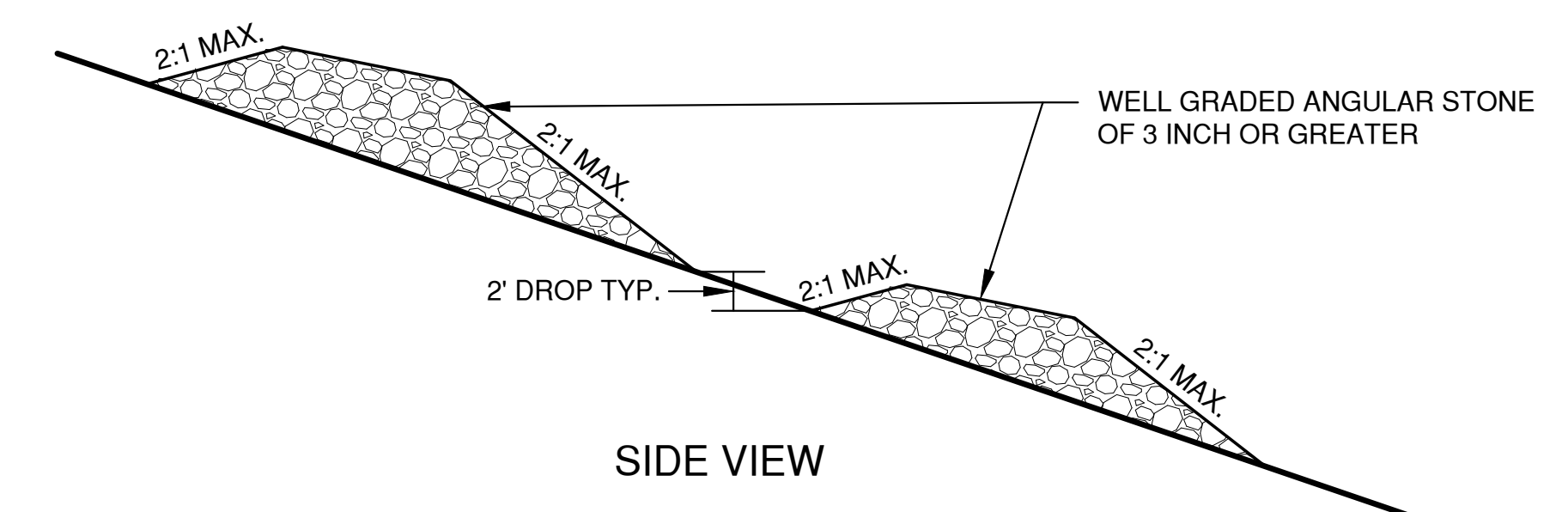
ROCK FILLED EROSION CONTROL BAGS

DITCH CHECK GENERAL NOTES:

1. DITCH CHECKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1062.
2. AT A MINIMUM, INSTALL ONE DITCH CHECK FOR EVERY 2 FEET OF VERTICAL DROP.
3. DITCH CHECKS SHALL BE PLACED SUCH THAT THE RESULTING PONDING WILL NOT CAUSE AN INCONVENIENCE OR DAMAGE TO ADJACENT AREAS.



SIDE VIEW

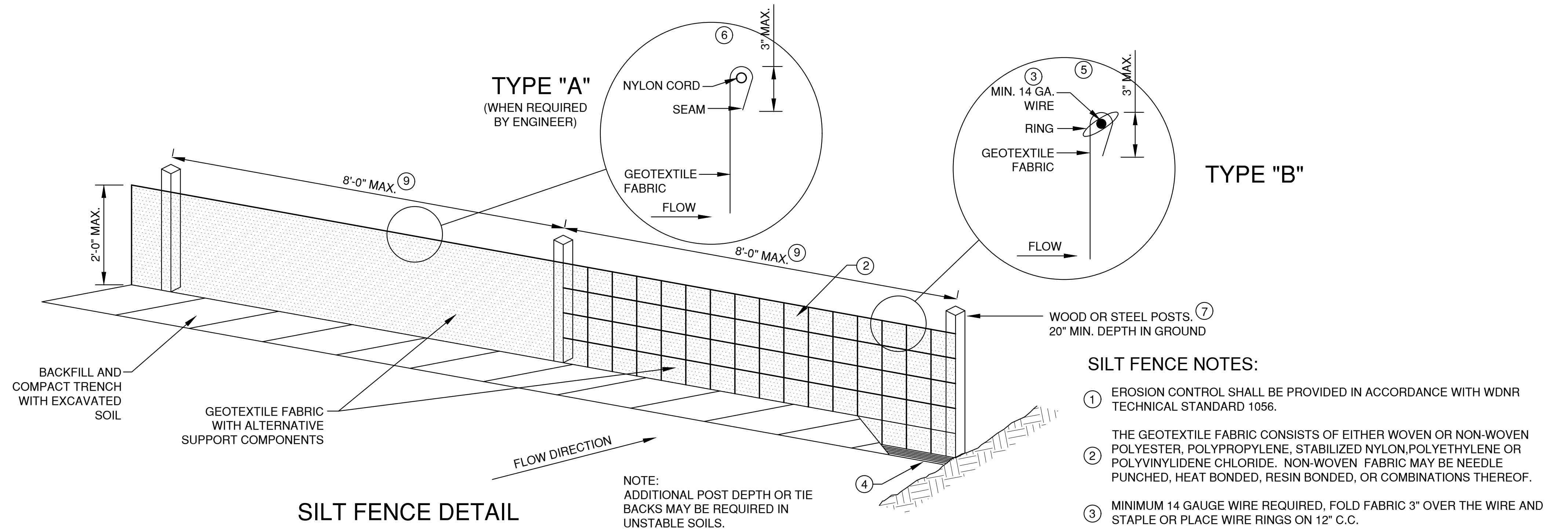


SIDE VIEW

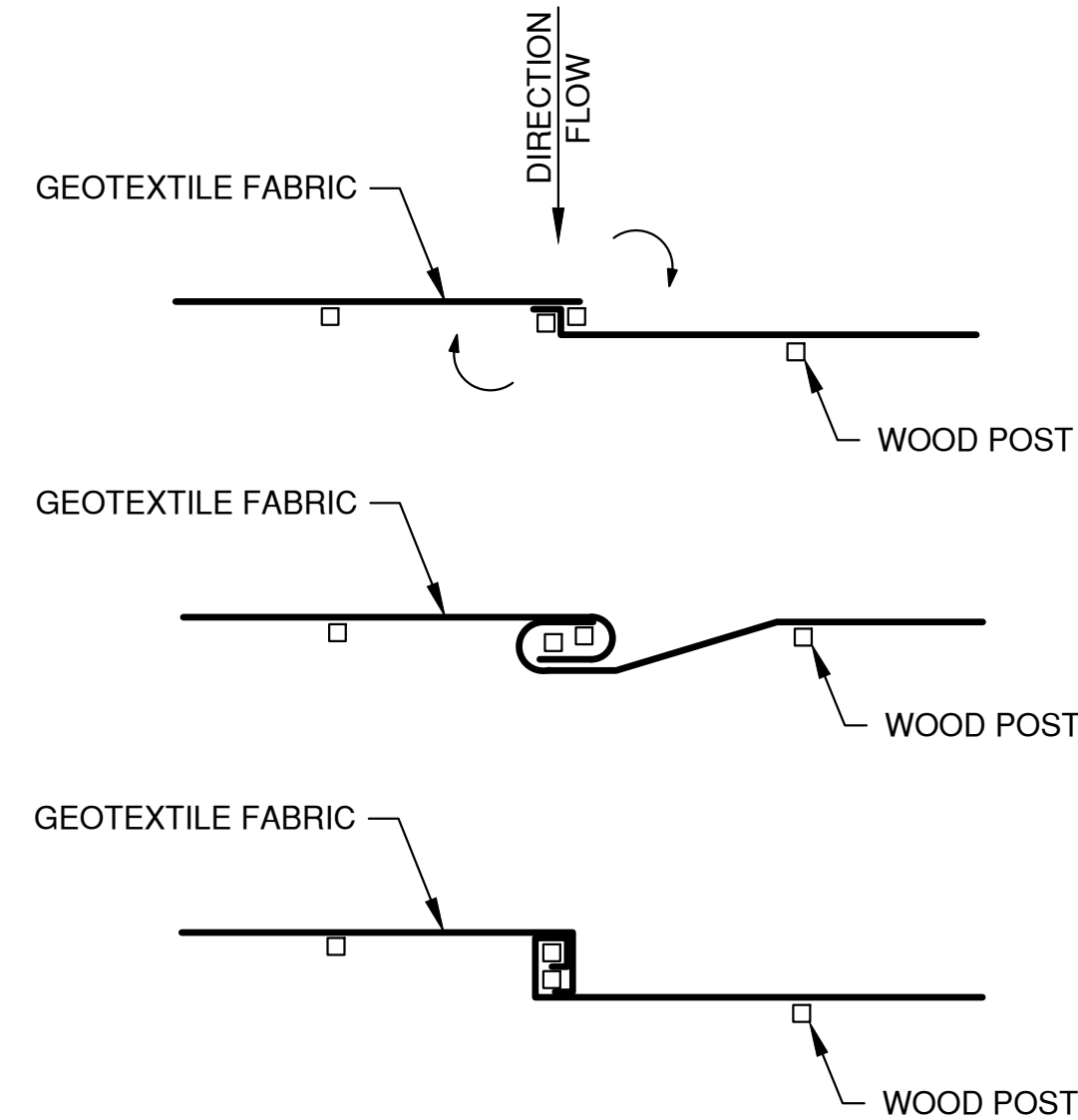
TEMPORARY DITCH CHECK USING STONE

[illegible]

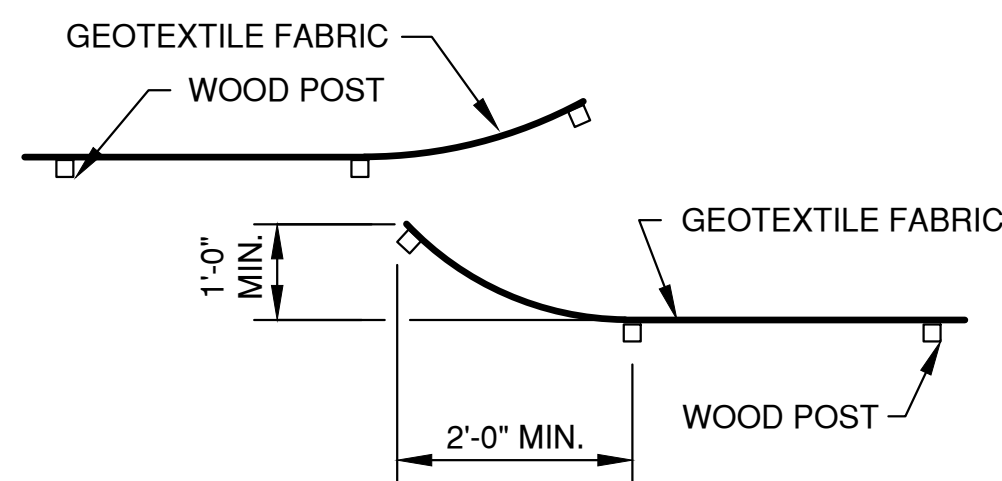
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Plot Date: Nov 07, 2024 11:35am
LAYOUT: 4 SHEET FLOW



SILT FENCE DETAIL

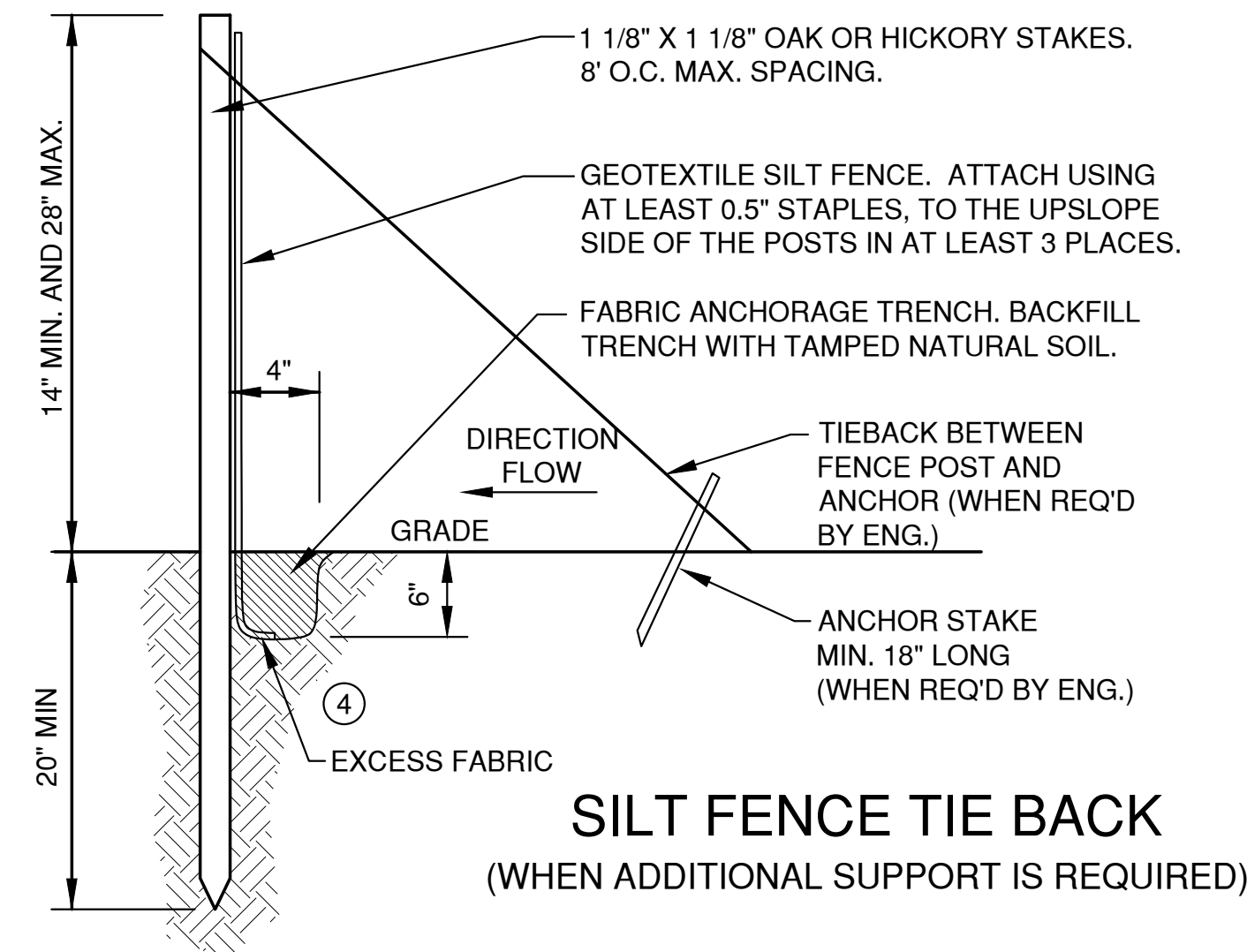


TWIST METHOD ⑧



HOOK METHOD ⑧

JOINING TWO LENGTHS OF SILT FENCE



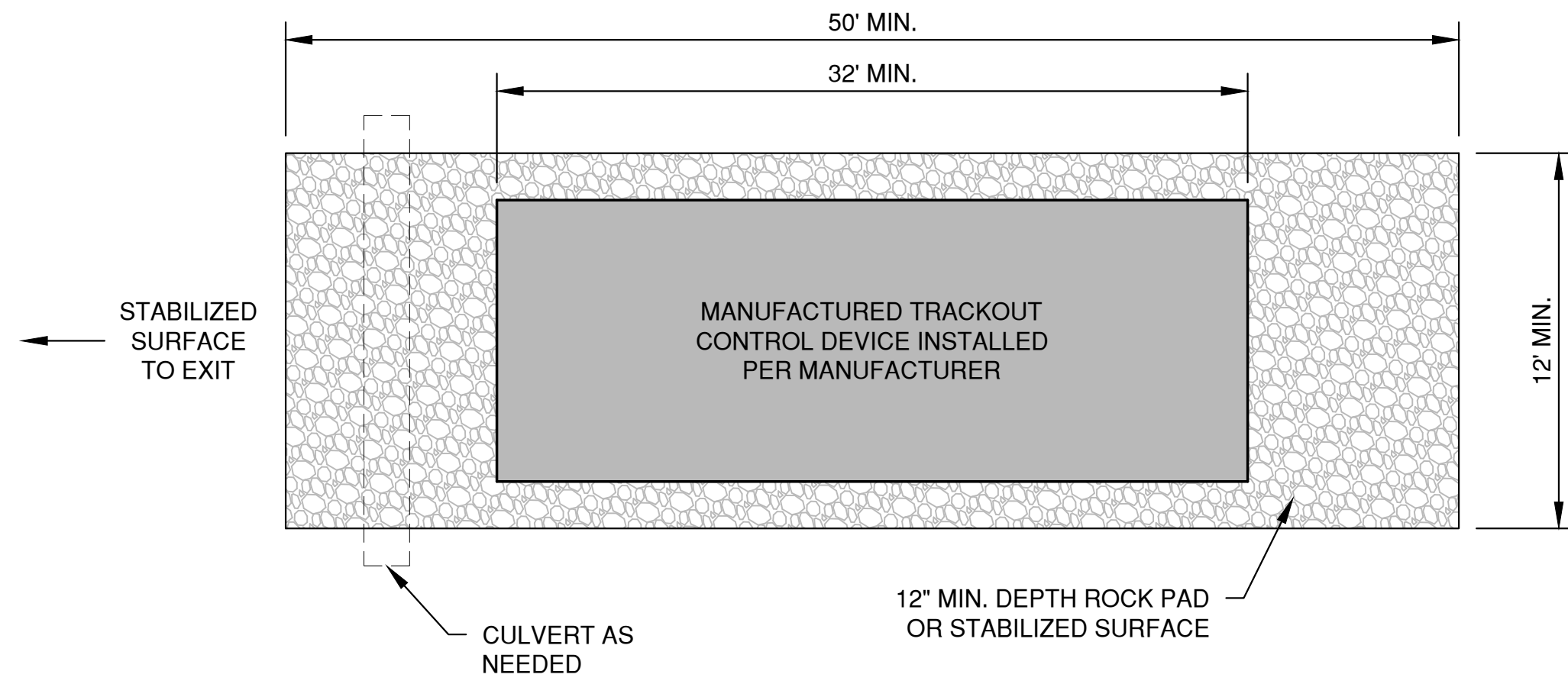
SILT FENCE TIE BACK
(WHEN ADDITIONAL SUPPORT IS REQUIRED)

EROSION CONTROL SHEET FLOW NOTES:

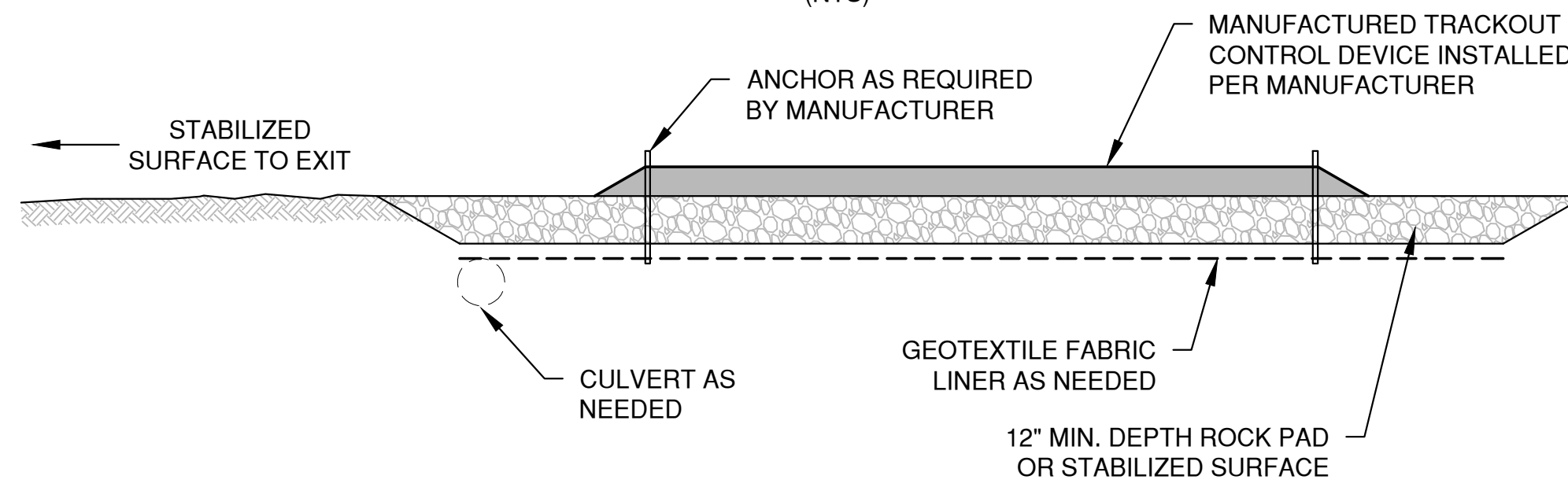
1. ANY SOIL STOCKPILED THAT REMAINS FOR MORE THAN 7 DAYS, SHALL BE COVERED OR TREATED WITH STABILIZATION PRACTICES SUCH AS TEMPORARY OR PERMANENT SEEDING AND MULCHING.
2. A MINIMUM OF 4" OF TOPSOIL MUST BE APPLIED TO ALL AREAS TO BE SEEDDED OR SODDED.
3. ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, WASTEWATER, TOXIC MATERIALS, OR HAZARDOUS MATERIALS) SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO BE CARRIED OFF-SITE BY RUNOFF OR WIND.
4. ALL OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION WORK OR A STORM EVENT SHALL BE CLEANED UP BY THE END OF EACH DAY. **FLUSHING SHALL NOT BE ALLOWED.**
5. ANY SOIL EROSION THAT OCCURS AFTER FINAL GRADING AND/OR THE APPLICATION OF STABILIZATION MEASURES MUST BE REPAIRED AND THE STABILIZATION WORK REDONE.
6. FOR ANY DISTURBED AREA THAT REMAINS INACTIVE FOR GREATER THAN 7 WORKING DAYS, OR WHERE GRADING WORK EXTENDS BEYOND THE PERMANENT SEEDING DEADLINES, THE SITE MUST BE TREATED WITH TEMPORARY STABILIZATION MEASURES SUCH AS SOIL TREATMENT, TEMPORARY SEEDING AND/OR MULCHING.
7. ALL TEMPORARY EROSION CONTROL PRACTICES SHALL BE MAINTAINED UNTIL THE SITE IS STABILIZED WITH 70% VEGETATION AND A NOTICE OF TERMINATION HAS BEEN APPROVED BY THE WDNR.
8. WIND EROSION SHALL BE KEPT TO A MINIMUM DURING CONSTRUCTION. WATERING, MULCH OR A TACKING AGENT MAY NEED TO BE UTILIZED TO PROTECT NEARBY RESIDENCES/WATER RESOURCES.
9. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL THE EROSION CONTROL MEASURES IN CONFORMANCE WITH THE WDNR CONSERVATION PRACTICE STANDARDS LATEST EDITION.
10. UPON COMPLETION OF STORM INLET CONSTRUCTION, INSTALL STORM DRAIN INLET PROTECTION FOR CONSTRUCTION SITE AS SPECIFIED.
11. FINE SEDIMENT ACCUMULATIONS SHALL BE CLEANED FROM STREETS, PRIVATE DRIVES, OR PARKING AREAS BY MANUAL OR MECHANICAL SWEEPING A MINIMUM OF ONCE A WEEK AND BEFORE ALL IMMINENT RAINS
12. EROSION AND SEDIMENT CONTROL STRUCTURES SHALL BE INSPECTED WEEKLY AND WITHIN 24 HOURS OF RAINFALL OF 0.5" OR MORE.

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN KDC	2405 W MASON REDEVELOPMENT FOR GB REAL ESTATE INVESTMENTS, LLC CITY OF GREEN BAY BROWN COUNTY, WISCONSIN	EROSION CONTROL SHEET FLOW DETAILS	DATE 02/2024	 Robert E. Lee & Associates, Inc. 1250 Centennial Centre Blvd Hobart, WI 920-662-9641 releinc.com	SHEET NO.
1	10/10/24	BDR	CITY RESUBMITTAL					CHECKED JGS			FILE 5642037EC		12
								DESIGNED BDR			JOB NO. 5642037		

* TRACKOUT CONTROL TO BE PROVIDED PER DETAILS BELOW AND IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1057



PLAN VIEW
(NTS)

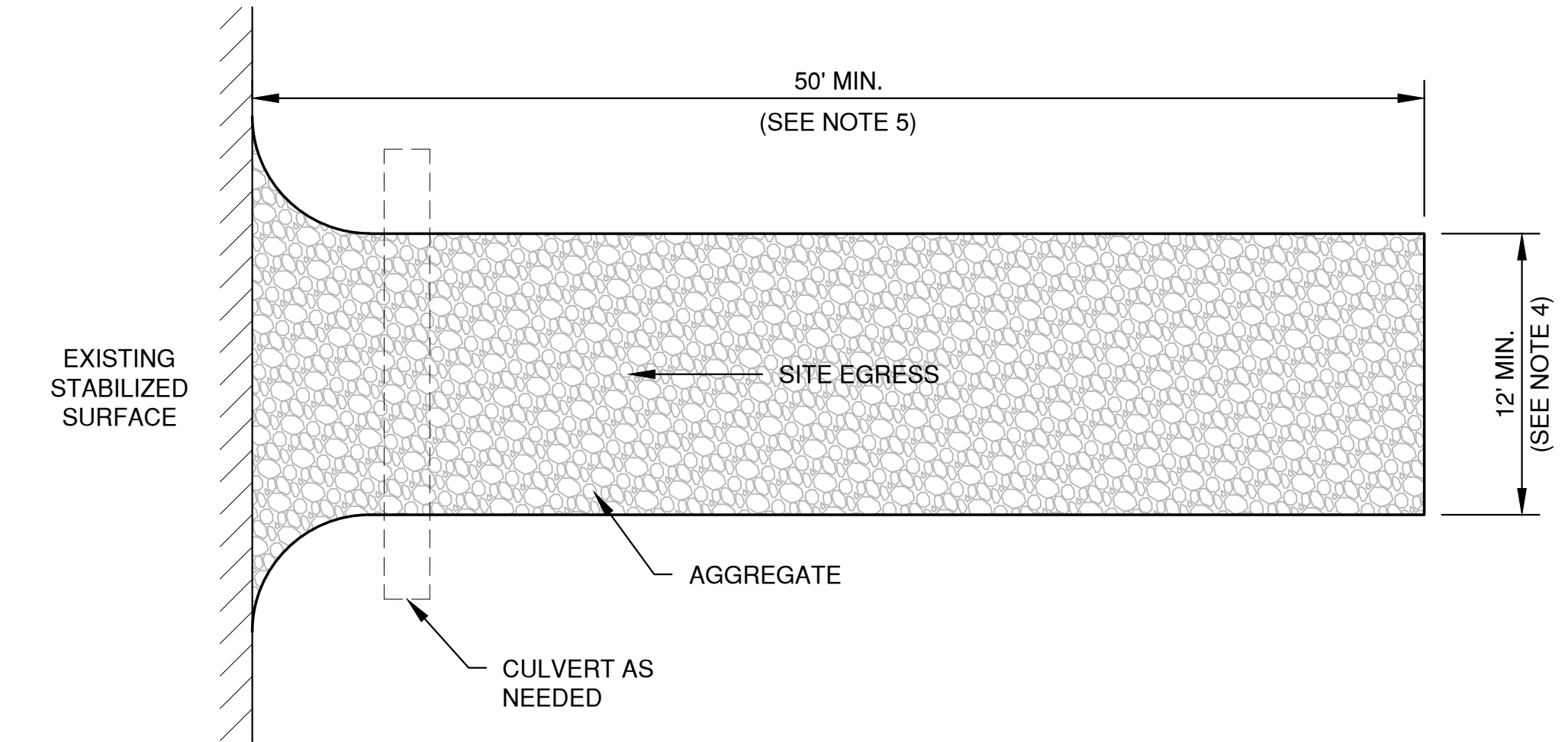


SECTION VIEW

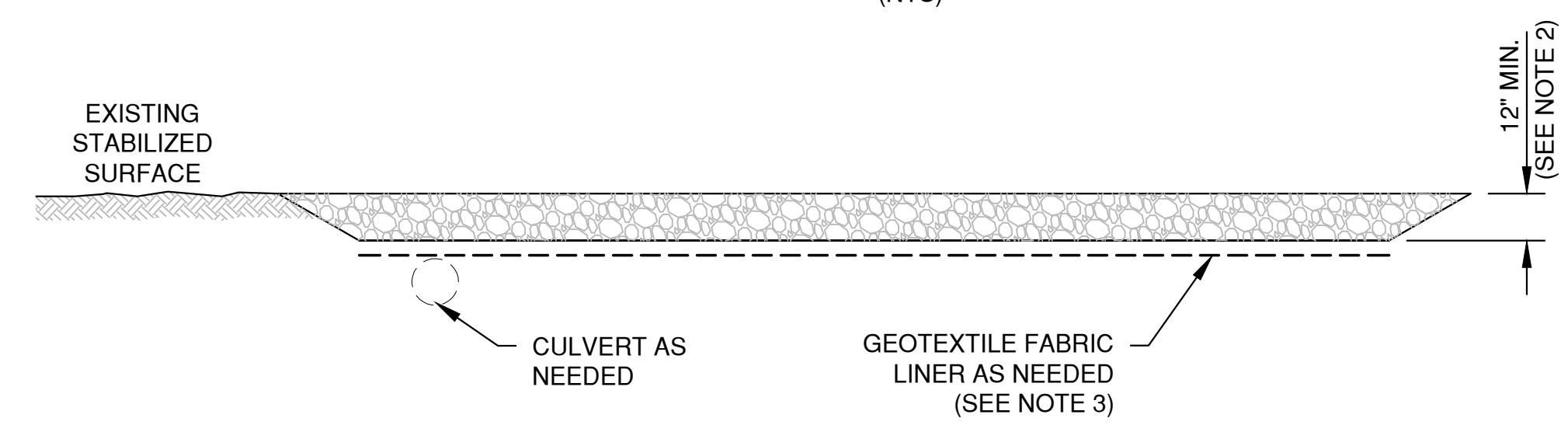
NOTES:

1. THIS DETAIL IS PROVIDED AS AN EXAMPLE. COMPLY WITH MANUFACTURER'S SPECIFICATIONS WHILE ALSO MEETING THE MINIMUM MANUFACTURED TRACKING PAD LENGTH AND WIDTH DESCRIBED IN THIS TECHNICAL STANDARD.
2. INSTALL SUCH THAT RUNOFF FLOWS TO AN APPROVED TREATMENT PRACTICE.
3. A THINNER STONE LAYER OR OTHER STABLE SURFACE MAY BE ACCEPTABLE SUCH THAT RUTTING IS MINIMIZED AS VEHICLES MOUNT OR DISMOUNT FROM THE MANUFACTURERS TRACKOUT CONTROL DEVICE.
4. SELECT FABRIC TYPE BASED ON SOIL CONDITIONS AND VEHICLES LOADING.
5. DIRECT ALL EXISTING VEHICLES OVER MANUFACTURED TRACKOUT CONTROL DEVICE. STONE TRACKING PAD INSTALLATION ACROSS REMAINING ACCESS WIDTH IS RECOMMENDED. A 12' MINIMUM CAN BE USED WHEN EXITING TRAFFIC IS RESTRICTED TO A DEDICATED EGRESS LANE.
6. IF MINIMUM INSTALLATION LENGTH IS NOT POSSIBLE DUE TO SITE GEOMETRY, INSTALL THE MAXIMUM LENGTH PRACTICABLE AND SUPPLEMENT WITH ADDITIONAL PRACTICES AS NEEDED.
7. ACCOMMODATE EXITING VEHICLES IN EXCESS OF MANUFACTURED TRACKOUT CONTROL DEVICE WEIGHT CAPACITY WITH OTHER TREATMENT PRACTICES.

MANUFACTURED TRACKOUT CONTROL DETAIL



PLAN VIEW
(NTS)



SECTION VIEW

NOTES:

1. USE HARD, DURABLE, ANGULAR STONE OR RECYCLED CONCRETE, MEETING THE FOLLOWING GRADATION:

SIEVE SIZE:	PERCENT BY WEIGHT PASSING:
3"	100
2 1/2"	90-100
1 1/2"	25-60
3/4"	0-20
3/8"	0-5

2. SLOPE THE STONE TRACKING PAD IN A MANNER TO DIRECT RUNOFF TO AN APPROVED TREATMENT PRACTICE.
3. SELECT FABRIC TYPE BASED ON SOIL CONDITIONS AND VEHICLES LOADING.
4. INSTALL TRACKING PAD ACROSS FULL WIDTH OF THE ACCESS POINT, OR RESTRICT EXISTING TRAFFIC TO A DEDICATED EGRESS LANE AT LEAST 12 FEET WIDE ACROSS THE TOP OF THE PAD.
5. IF A 50' PAD LENGTH IS NOT POSSIBLE DUE TO SITE GEOMETRY, INSTALL THE MAXIMUM LENGTH PRACTICABLE AND SUPPLEMENT WITH ADDITIONAL PRACTICES AS NEEDED.

STONE TRACKING PAD DETAIL

[illegible]

ZONING ORDINANCE NO. 28-24

**AN ORDINANCE AMENDING THE
SOUTHWEST WOODS SUBDIVISION
PLANNED UNIT DEVELOPMENT DISTRICT
(ZP 24-45)**

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 establishing a Planned Unit Development District on the following described property (as shown on Exhibit A - Location Map):

2405 W. Mason Street, Parcel number 6H-~~1109~~4459: Part of Lot 1, Southwest Woods, located in Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, Brown County, Wisconsin more fully described as follows:

Beginning at the southwest corner of said Lot 1; thence N00°16'57"W, 190.26 feet on the west line of said Lot 1; thence N89°26'03"E, 137.58 feet; thence N00°16'57"W, 119.36 feet to the south right of way of West Mason Frontage Road; thence 10.84 feet on the arc of a 325.00 foot radius curve to the left, having a long chord which bears S83°16'41.5"E, 10.83 feet on said south right of way; thence 27.92 feet on the arc of a 20.00 foot radius curve to the right, having a long chord which bears S44°14'36.5"E, 25.71 feet on said south right of way to the west right of way of Hinkle Street; thence S04°15'13"E, 184.96 feet on said west right of way; thence S00°16'57"E, 105.95 feet on said west right of way to the southeast corner of said Lot 1; thence S89°43'03"W, 178.99 feet on the south line of said Lot 1 to the Point of Beginning.

Said parcel contains 37,522 Square Feet (0.861 Acres) of land more or less.

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

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

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

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

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

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

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 Planned Unit Development (PUD) is being utilized to permit the development of an innovative new low-density residential subdivision that includes a mix of small lot single-family home lots and a group of two-family townhomes housing types. The PUD also includes a significant expansion of Beaver Dam Park. This project will incorporate five-six primary elements:
1. Commercial redevelopment opportunity consisting of lot reconfiguration on the existing commercial property at 2405 W Mason St. helping to facilitate a shift from the existing light industrial uses to commercial use.
 2. Townhome development block consisting of four two-unit multi-story townhomes directly accessing Hinkle Street, as extended.

3. A small lot single-family subdivision consisting of seven single-family parcels situated around a new cul-de-sac (Southwest Vie Ct) that connects to Hinkle Street, as extended.
 4. Park expansion of Beaver Dam Park through the dedication of approximately 20 acres of land area to the west of Hinkle Street, as extended and north and east of the existing Beaver Dam Park.
 5. Future development area of approximately 4.5 acres along the east side of Hinkle Street directly across from the single-family subdivision. It is currently unknown what type of development will be proposed for this area so it shall be treated as a low-density detached single-family subdivision are however it is expected that the PUD will need to be amended to facilitate the future development.
- 5.6. Single or two-family area with access off of Hinkle Street, as extended.

B. DEVELOPMENT AREAS. The approximately 27.5 acres of the project area can be broken into a public community asset site, commercial redevelopment site, ~~two-three~~ residential development areas, and future development area as illustrated in Exhibit B – Development Areas. Each development area will have distinct permitted uses and other land-use/dimensional regulations as outlined within this PUD.

C. LAND-USE. The principal and accessory land uses which may be established and/or maintained on the subject property are as follows:

1. Commercial Redevelopment Site. Permitted and conditional uses within the commercial redevelopment site as identified in Exhibit B – Development Areas are those identified within Green Bay Municipal Code, Chapter 44, Article VIII – Commercial Districts as a General Commercial (C-1) District.
2. Townhome development block. The following uses shall be permitted within the townhome development block as identified in Exhibit B – Development Areas:
 - a. Single-family attached dwellings, townhouses.
 - b. Two-Family dwellings, semi-detached.
 - c. Live-work units.
 - d. Short-term rentals.
 - e. Community living arrangements serving 4-8 persons.
 - f. Family daycare homes, serving 8 or fewer children.
43. Single-family subdivision. The following uses shall be permitted within single-family subdivision as identified in Exhibit B – Development Areas:
 - a. Single-family detached dwellings.
 - b. Live-work unit.
 - c. Short-term rentals.

- d. Community living arrangements serving 4-8 persons.
- e. Family daycare home, serving 8 or fewer children.

64. Beaver Dam Park Expansion. Permitted and conditional uses within the park expansion area are those identified within Green Bay Municipal Code, Chapter 44, Article X – Public Institutional District (PI) as identified in Exhibit B – Development Areas.

75. Future Development Area. The following uses shall be permitted within the area set aside for future development as identified in Exhibit B – Development Areas:

- a. Single-family detached dwellings.
- b. Live-work unit.
- c. Short-term rentals.
- d. Community living arrangements serving 4-8 persons.
- e. Family daycare home, serving 8 or fewer children.

6. Single or Two-Family Area. The following uses shall be permitted within single or two-family area as identified in Exhibit B-Development Areas:

- a. Single-family detached dwellings.
- b. Two-Family dwellings, duplex.
- c. Two-Family dwellings, semi-detached.
- d. Short-term rentals.
- e. Community living arrangements serving 4-8 persons.
- f. Family daycare homes, servicing 8 or fewer children.

D. DIMENSIONAL AND AREA REQUIREMENTS. Dimensional and area requirements shall meet the following regulations:

1. Lot Width and Area. The minimum lot width and lot area shall be regulated by use.

- a. Commercial uses: minimum lot width of 100 feet with minimum lot area of 10,000 square feet.
- b. Single or two-family, attached dwellings/townhomes: minimum lot width of 35 feet per unit with minimum lot area of 6,000 square feet per unit.
 - i. Exception for proposed Lot 8, which is permitted to have a minimum frontage of 20 feet.
- c. Single-family dwellings, detached: minimum lot width of 43 feet with minimum lot area of 5,700 square feet.
- d. Two-family dwellings - duplex: minimum lot width of 45 feet with minimum lot area of 5,000 square feet.
- e. Two-family dwellings - semi-detached: minimum lot width of 30 feet per unit with minimum lot area of 4,000 square feet per unit.

- ~~fd.~~ Park Expansion: minimum lot width of 80 feet with minimum lot area of 10,000 square feet.
- ge. Future development Area: Lot width and area shall be regulated as set forth in this PUD as the detached single-family dwelling use in Section 2.D.1.c, above.

2. Setbacks. Setbacks are established by Development Area and uses, as depicted in Exhibit B - Development Areas.

a. Commercial Redevelopment Site

- (1) Front yard setback (along W Mason St and Hinkle St extended): There shall be no minimum setback required for yards fronting the public right-of-way however each frontage that does not provide a minimum of 10 feet of setback shall provide aesthetic treatment the entire length of the street frontage as regulated in subsection 2.I of this ordinance.
- (2) Rear yard setback (west property line): Minimum rear yard setback is fifteen (15) feet.
- (3) Side yard setback, (south property line): There shall be no minimum setback required for the south side yard however the entire length of the south property line will include a minimum of a 6-foot-tall solid fence or wall made of masonry, vinyl, painted wood or other material deemed appropriate by the Zoning Administrator.
- (3) Accessory structures: Accessory structures shall not be permitted between the principal structure's façade and any public right-of-way.

b. Townhome Development Block

- (1) Front yard setback: Minimum setback required for yards fronting the public right-of-way is 25 feet.
- (2) Rear yard setback: Minimum rear yard setback is 25 feet.
- (3) Side yard setback: Minimum side yard setback is 5 feet.
 - i. Side yard setbacks shall apply only to the ends of single-family attached dwellings.
 - ii. There shall be provided a "no-build" and "access easement" within the 5-foot setback to provide for the maintenance of the structures.
- (4) Accessory structures: Accessory structures shall not be permitted between the principal structures façade and the public right-of-way. Minimum rear and side yard setbacks is 2.5 feet.

c. Single-Family Subdivision

- (1) Front yard setback: Minimum setback required for yards fronting the public right-of-way is 12 feet.
- (2) Rear yard setback: Minimum rear yard setback is 10 feet. Additionally, lots with double frontage on Southwest Vie Ct and Hinkle Street shall provide buffer/screening element the entire

length of their lots individual Hinkle street frontage as regulated in subsection 2.I of this ordinance.

(3) Side yard setback: Minimum side yard setback is 6 feet.

i. —There shall be provided a “no-build” and “access easement” within the 5-foot setback to provide for the maintenance of the structures.

(4) Setbacks for accessory structures: Accessory structures shall not be permitted between the principal structure’s façade and the public right-of-way. Minimum rear yard setback is 4 feet and minimum side yard setbacks is 2.5 feet.

d. Beaver Dam Park Expansion. Setbacks within the park expansion area are those identified within Green Bay Municipal Code, Chapter 44, Article X – Public Institutional District (PI).

e. Future Development Area. Setbacks within the future development area are regulated as set forth in this PUD as the detached single-family dwelling use in Section 2.D.2.c, above.

f. Single or Two-Family Area.

(1) Front yard setback: Minimum setback required for yards fronting the public right-of-way is 12 feet.

i. Bellwood Lane right-of-way shall be considered a side yard, not a front yard.

(2) Rear yard setback: Minimum rear yard setback is 10 feet.

(3) Side yard setback: Minimum side yard setback is 6 feet.

i. Setback from Bellwood Lane right-of-way is a minimum of 6 feet.

3. Height. Maximum building heights shall be regulated by use.

a. Structures associated with commercial uses: maximum height is 40 feet or 3 stories, whichever is less.

b. Single-family dwellings, two-family dwellings - duplexes, two-family dwellings, semi-detached: maximum height is 35 feet or 2.5 stories, whichever is less.

c. Single or two-family, attached dwellings/townhomes: maximum height is 40 feet or 3 stories, whichever is less.

d. Structures associated with park uses: maximum height is 40 feet or 3 stories, whichever is less.

4. Impervious Surface. Maximum impervious surface coverage shall be regulated by use.

a. Commercial redevelopment area: maximum impervious surface including all buildings, drives, walks, etc. is 80% of lot area.

b. Single-family dwellings, two-family dwellings - duplexes, two-family dwellings, semi-detached: maximum impervious surface including all buildings, drives, walks, etc. is 60% of lot area.

c. Single or two-family, attached dwellings/townhomes: maximum impervious surface including all buildings, drives, walks, etc. is 70% of lot area.

- d. Park expansion area: maximum impervious surface including all buildings, drives, walks, etc. is 50% of lot area.

E. STORM WATER MANAGEMENT AND GRADING PLAN. A storm water management and grading plan meeting the standards established by the Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits.

- 1. The storm water management and grading plan shall be comprehensive and take into account expected build-out of the entire PUD area as depicted on Exhibit A – Location Map.
 - a. With approval of the Department of Public Works, this requirement may be adjusted to address only storm water management needs of the specific Development Area for which development is proposed, as depicted on Exhibit B – Development Areas.
- 2. Stormwater management facilities should function not only as a utility but also as an integral site amenity.
 - a. Green infrastructure and sustainable stormwater management practices are encouraged to be utilized throughout the site.
 - b. Traditional stormwater facilities shall be designed with landscaping providing human-scale interest and incorporating native plant species where possible.

F. SIGNAGE. Signage throughout the PUD area shall be regulated as follows:

- 1. Signage for Commercial Redevelopment site shall be regulated as the General Commercial (C1) District per the Green Bay Municipal Code, Chapter 30, Article II.
- 2. Signage for single-family dwellings, detached and Single or two-family, attached dwellings/townhomes shall be regulated as the R-1 Low Density District per the Green Bay Municipal Code, Chapter 30, Article II.
- 3. Signage for the park expansion area shall be regulated as the Public Institutional (PI) District per the Green Bay Municipal Code, Chapter 30, Article II

G. REFUSE AND MECHANICALS. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX, Division 3, Section 44-1917.

H. ACCESS AND PARKING. Parking requirements shall be regulated by use:

- 1. Commercial Redevelopment: regulated by specific use per the Green

Bay Municipal Code, Chapter 44, Article VIII.

2. Single-family dwellings, detached and single or two-family, attached dwellings/townhomes: two (2) spaces per dwelling unit, of which one (1) space per unit must be an enclosed (garage) space.
3. Park expansion area: To be determined by Zoning Administrator based on a parking study.

H. LIGHTING. Lighting throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article V, Division 8.

I. LANDSCAPING. Landscaping throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX, Division 5 with the following additions:

1. Detached single-family dwelling lots that are fronted on both Southwest Vie Ct and Hinkle St shall include buffer/screening in the form of a berm of no less than 3 feet high with vegetation that will grow to a minimum of 5 feet in height and be 90% impervious to site when matured. Said buffer/screening shall be maintained in perpetuity. Fences shall not be permitted adjacent the Hinkle Street right-of-way.
2. In lieu of setbacks and in an effort to establish a street frontage separation and aesthetic pleasing commercial environment, the Commercial Redevelopment Site shall include a low-level decorative street treatment along all street frontages such as a decorative wrought iron fence, masonry wall, hedge row, etc. found to be acceptable to the Zoning Administrator.

J. ACCESS AND CIRCULATION. Access and circulation for automobile and pedestrian traffic shall be established in substantial conformity with Exhibit C – Circulation Plan.

1. Roadway area identified as “Southwest Vie Court” shall be dedicated to the public and shall include trail system or carriage walk (walk immediately adjacent the roadway surface) that provides access to each home site.
2. Roadway areas identified as “Hinkle Street” shall be dedicated to the public as street right-of-way and shall include sidewalk connection on at least one side of the roadway and connect the West Mason Street Frontage Road to Hinkle Street.

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:

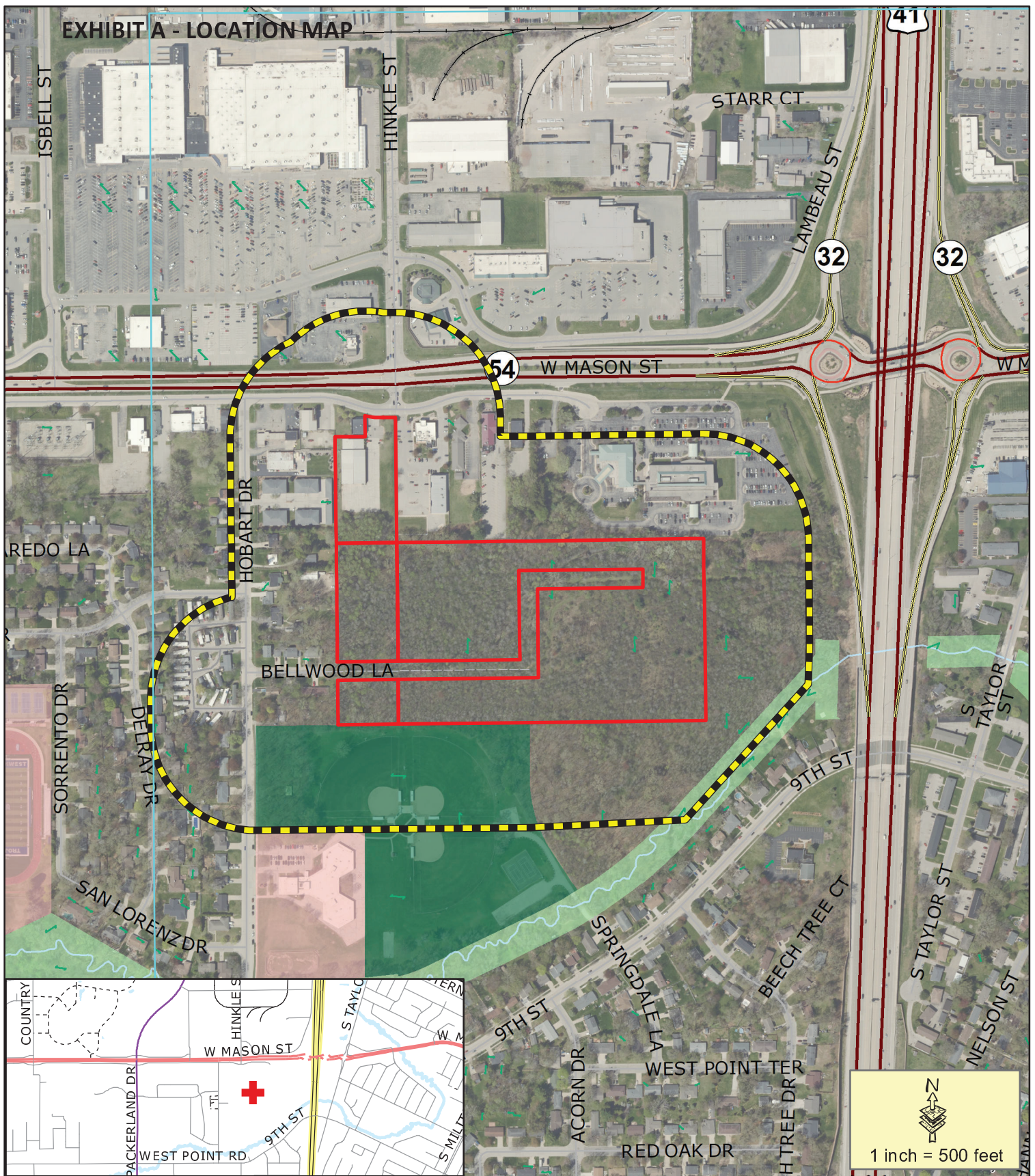
Celestine Jeffreys, City Clerk

db:

Attachments:

Exhibit A - Location Map

Exhibit B - Development Areas



- Proposed PUD
- 400' Property Notice 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 DB

Zoning Petition (ZP 23-38)

Proposed PUD including and south of the intersection of West Mason St and Hinkle Rd



EXHIBIT B – DEVELOPMENT AREAS

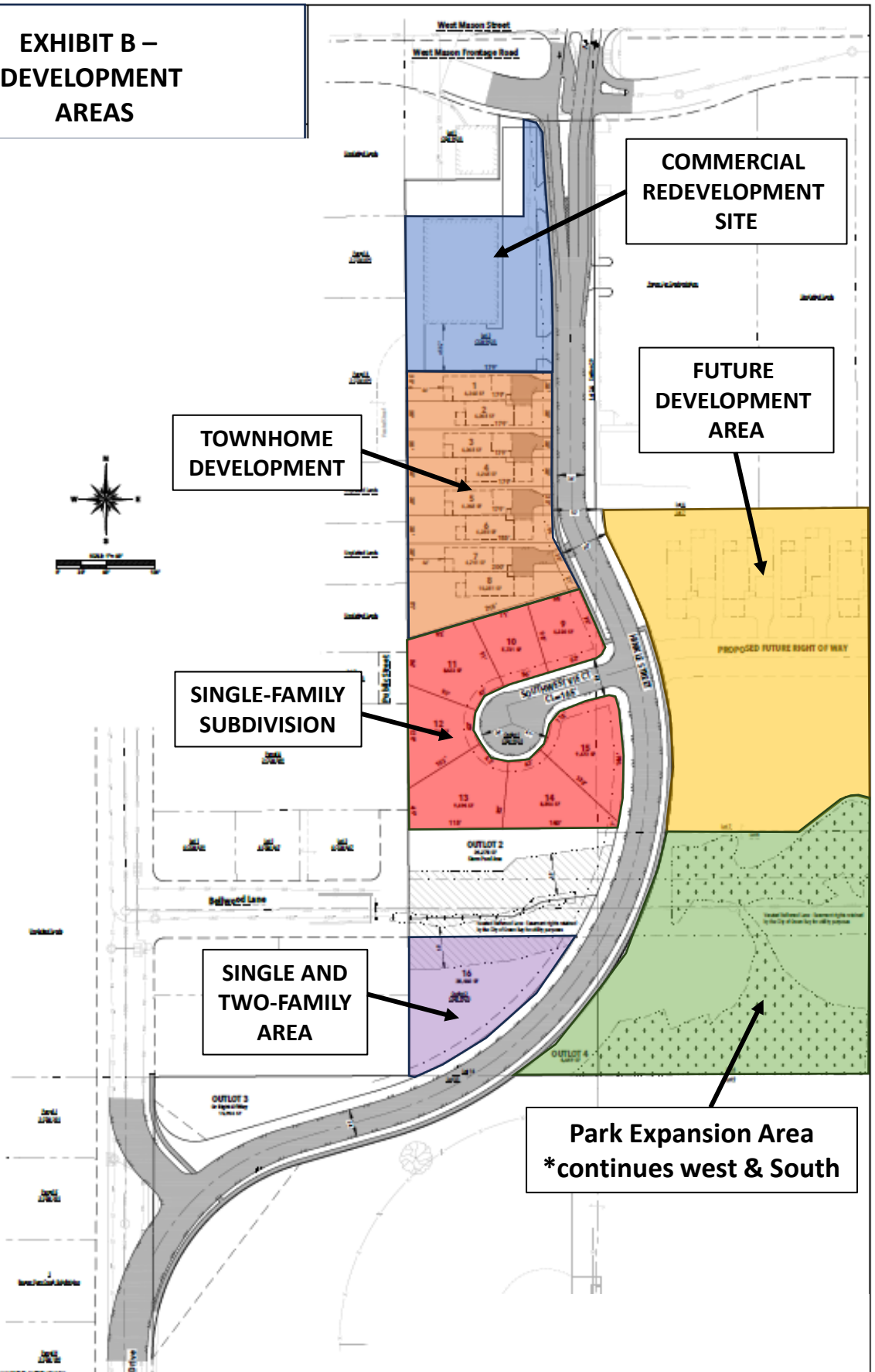
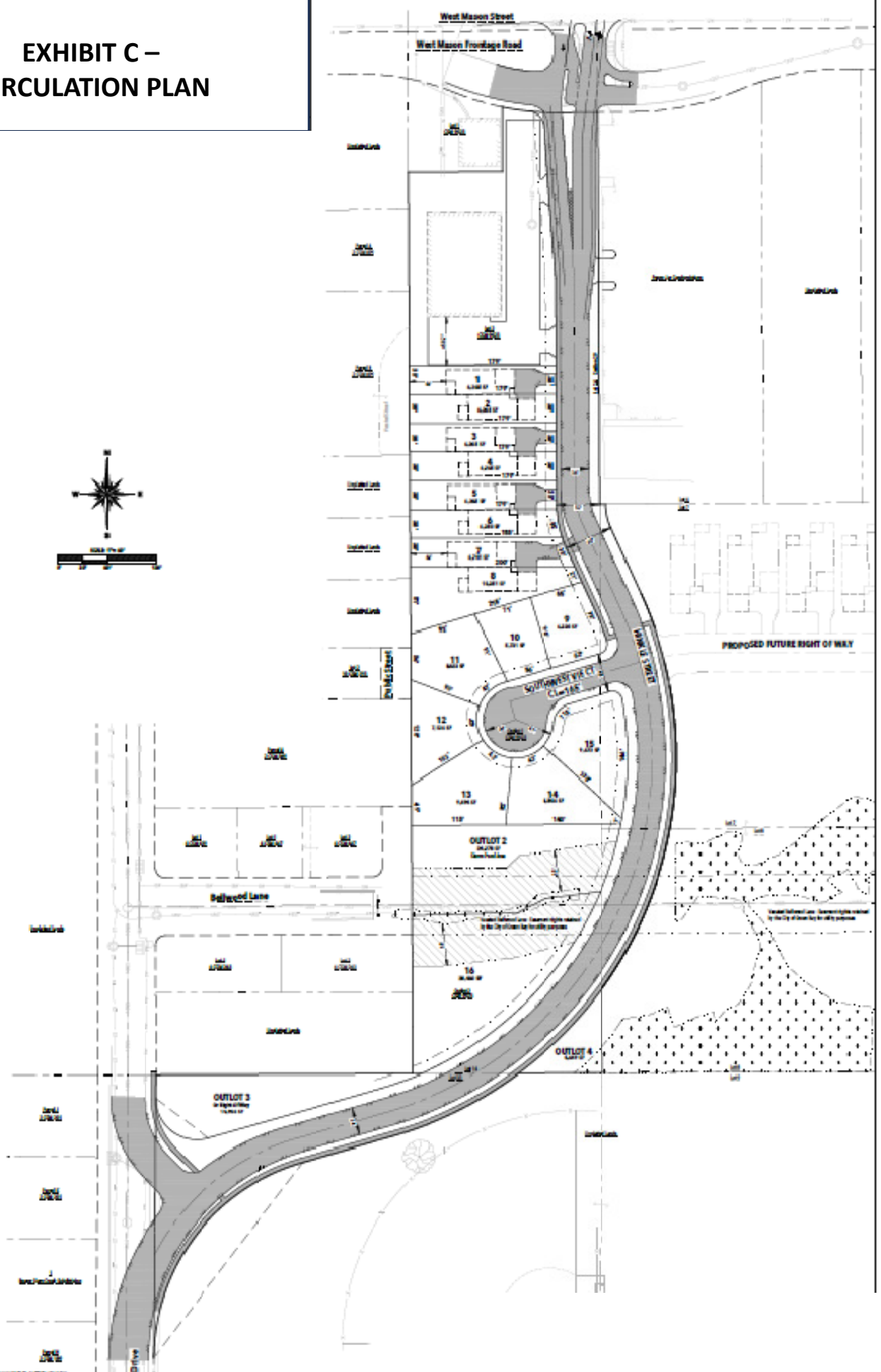


EXHIBIT C – CIRCULATION PLAN





Report to the Green Bay Plan Commission

MEETING DATE

December 3, 2024

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # P.10

To approve the request to rezone 2425 W. Mason Street Frontage Road and parts of 2415 and 2405 W. Mason Street Frontage Road from General Commercial (C1) to Highway Commercial (C2), subject to the following condition:

I.) Approval and recording of CSM 24-17.
(ZP 24-46 Public Hearing held November 25, 2024).

BACKGROUND

Reason for Request: The proposed rezoning will allow for automobile-oriented uses (drive-through, motor vehicle repair, etc.) to be developed in the future.

Surrounding Zoning and Land Uses:

Subject Property: General Commercial (C1) | Auto-repair, Vacant

North: Highway Commercial (C2) | W. Mason Street corridor, Drive-through restaurants

South: Highway Commercial (C2), Planned Unit Development (PUD) | Automobile dealership, Retail

East: General Commercial (C1), Planned Unit Development (PUD) | Retail

West: Highway Commercial (C2) | Car wash

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends commercial uses.

Report: This zone change application involves 0.70-acres of land at 2425 W. Mason Street Frontage Road and portions of 2415 and 2405 W. Mason Street Frontage Road.

This area is undergoing redevelopment. The City of Green Bay received an application for a 4-lot Certified Survey Map (CSM 24-17) for 2425, 2415 and 2405 W. Mason Street Frontage Road. This rezone request involves proposed Lots 1 and 2 on the CSM. Proposed Lot 1 is currently home to Auto Aces automobile repair. Plans for the site include razing Auto Aces and building a drive-through coffee shop. Proposed Lot 2, which is parts of 2425, 2415 and 2405 W. Mason Street does not have a specific user identified yet but a request for a Conditional Use Permit (CUP) has been received for a surface parking lot (ZP 24-47). The applicant is requesting that these properties be rezoned from General Commercial (C-1) to Highway Commercial (C-2), which would allow for more vehicle service/drive-through uses. Section 44-680 "Purpose" within the commercial districts of the zoning code describes the difference between the districts as follows:

C1 General Commercial is intended for use along the City's primary commercial corridors where moderate-intensity retail, office, and service uses are planned. Businesses that typically involve outdoor display, storage, and/or sales, motor vehicle repair, and other intensive or outdoor uses are discouraged.

C2 Highway Commercial is intended for use in locations along the City's commercial corridors where automobile-

oriented businesses already dominate or are planned. Businesses that typically involve outdoor display, storage, and/or sales, motor vehicle repair, and other intensive or outdoor uses should locate in this district.

The subject property and the area surrounding it are auto-oriented uses (regional retail, vehicle service). The future land use map identifies this area as commercial. Since the rezone complies with the future land use map and complements surrounding land uses, staff supports the request.

Ald. M. Eck and neighbors within 200 ft. have been notified of the meeting based on Plan Commission policy. Staff has not received any inquiries about the request as of the drafting of this report.

RECOMMENDATION

Recommendation: Approval of the request to rezone the property from General Commercial (C1) to Highway Commercial (C2) subject to the following condition:

- I. Approval and recording of CSM 24-17.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-46 Application
2. CSM 24-17 Hinkle_W. Mason Frontage
3. ZP 24-46 Location Map
4. ZP 24-46 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: (Future) Lots 1 & 2, Attached CSM

Parcel Number(s): (Parts Of Current) 6H-1109-1 and 6H-1110-8

Petitioner(s): GB Real Estate Investments, LLC Date: October 12, 2024

Email: gb@gb-re.com Phone Number: (813) 500-0296

Address: 300 N. Van Buren Street City: Green Bay State: WI Zip: 54301

Property Owner: GB Real Estate Inv., LLC, DJG West Mason, LLC Phone Number: (813) 500-0296

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, Garritt R. Bader, 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: 10-12-24

Petitioner Signature(s): _____

Checklist of required attachments:

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

For office use only:

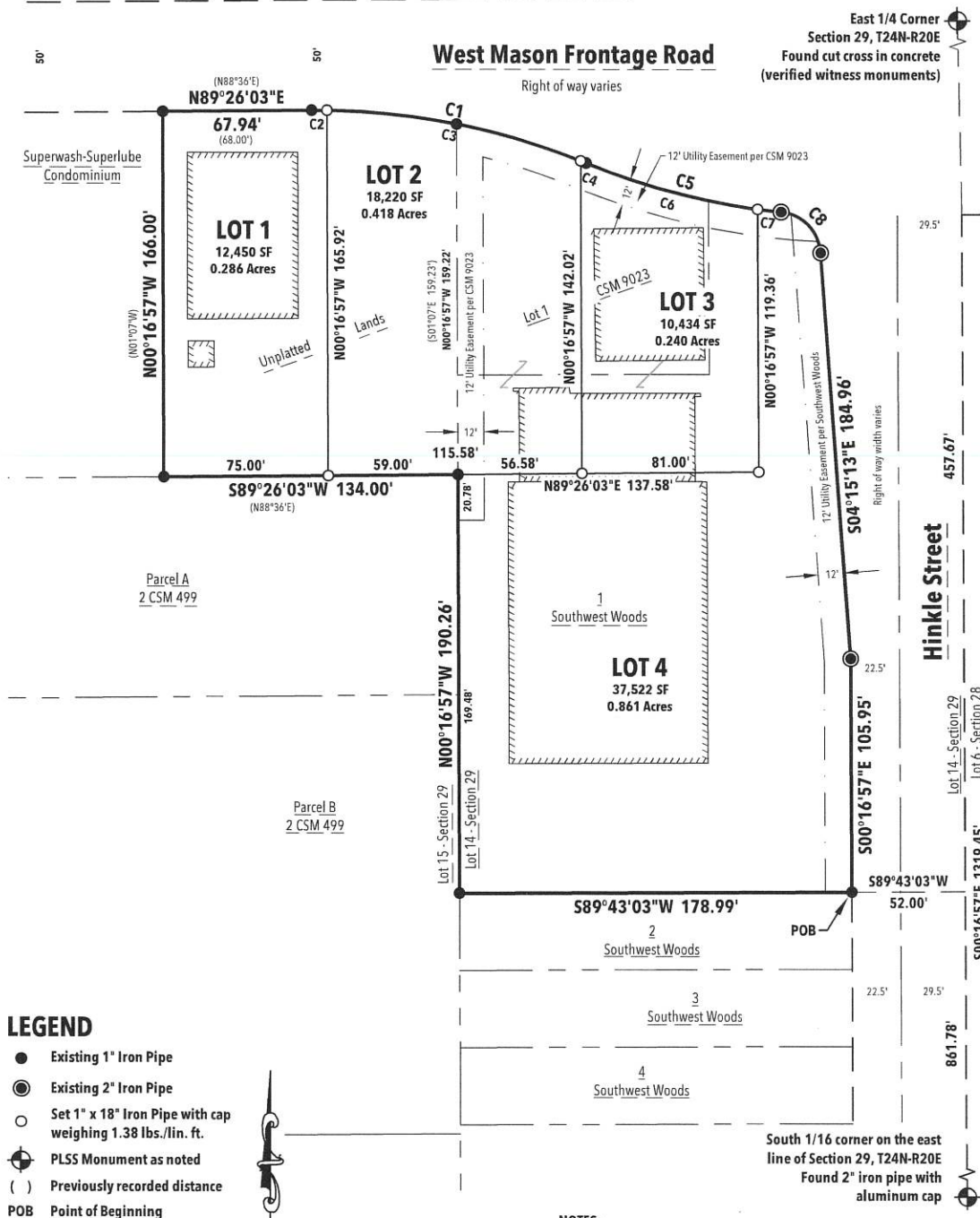
Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____

PRELIMINARY CERTIFIED SURVEY MAP

PART OF LOT 15, ALL OF LOT 1, CERTIFIED SURVEY MAP NUMBER 9023, DOCUMENT NUMBER 2851838, AND ALL OF LOT 1, SOUTHWEST WOODS, DOCUMENT NUMBER 3060725, SAID MAPS BEING PART OF LOT 14, ALL LOCATED IN SECTION 28, TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.



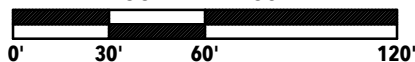
REL Robert E. Lee & Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

PART OF LOT 15 OF SECTION 29, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9023, DOCUMENT NUMBER 2851838, AND ALL OF LOT 1 OF SOUTHWEST WOODS, DOCUMENT NUMBER 3060725, SAID MAPS BEING PART OF LOT 14 OF SECTION 29, ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.



- ▲ Found PK Nail
- Found 1" Iron Pipe
- ◎ Found 2" Iron Pipe
- Set 1" x 18" Iron Pipe with cap weighing 1.38 lbs./lin. ft.
- ⊕ PLSS Monument as noted
- () Previously recorded distance
- POB Point of Beginning

SCALE: 1" = 60'



**Bearings are referenced to the Brown County
Coordinate System. The east line of the Southeast 1/4
of Section 29, T24N-R20E bears S00°16'57"E.**

SHEET 1 OF 6



1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releeinc.com

R:\5600\5642\5642038\DWG\5642038CSM.DWG

CERTIFIED SURVEY MAP

PART OF LOT 15 OF SECTION 29, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9023, DOCUMENT NUMBER 2851838, AND ALL OF LOT 1 OF SOUTHWEST WOODS, DOCUMENT NUMBER 3060725, SAID MAPS BEING PART OF LOT 14 OF SECTION 29, ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Bryan L. Pfeffer, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed herein, I have surveyed, divided and mapped part of Lot 15 of Section 29, all of Lot 1 of Certified Survey Map Number 9023, Document Number 2851838, and all of Lot 1 of Southwest Woods, Document Number 3060725, said maps being part of Lot 14 of Section 29, all located in Township 24 North, Range 20 East, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at he East 1/4 corner of said Section 29; thence S00°16'57"E, 457.67 feet on the east line of said Lot 14 to the south line of said Lot 1 of Southwest Woods, extended easterly; thence S89°43'03"W, 52.00 feet on said south line to the southeast corner of said Lot 1, the POINT OF BEGINNING; thence continuing S89°43'03"W, 178.99 feet on said south line to the southwest corner of said Lot 1; thence N00°16'57"W, 190.26 feet on the west line of said Lot 1 to the northeast corner of Parcel A of Volume 2, Certified Survey Maps, Page 499, Map Number 599, Document Number 666009; thence S89°26'03"W, 134.00 feet on the north line of said Parcel A to the west line of the east 134.00 feet of said Lot 15; thence N00°16'57"W, 166.00 feet on said west line to the south right of way of the West Mason Street Frontage Road; thence N89°26'03"E, 67.94 feet on said south right of way; thence on said south right of way 128.31 feet on the arc of a 325.00 foot radius curve to the right, having a long chord which bears S79°15'20.5"E, 127.48 feet; thence on said south right of way 92.39 feet on the arc of a 325.00 foot radius curve to the left, having a long chord which bears S76°05'22"E, 92.08 feet; thence on said south right of way 27.92 feet on the arc of a 20.00 foot radius curve to the right, having a long chord which bears S44°14'36.5"E, 25.71 feet to the west right of way of Hinkle Street; thence S04°15'13"E, 184.96 feet on said west right of way; thence S00°16'57"E, 105.95 feet on said west right of way to the Point of Beginning

Said described lands contains 78,626 square feet or 1.805 acres more or less subject to all easements and restrictions of record.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in the surveying, mapping and dividing of the same.

Dated this _____ day of _____, 2024.

Bryan L. Pfeffer PLS #2924
ROBERT E. LEE & ASSOCIATES, INC.

This certified survey map is all of tax parcel number's: 6H-1110-8, 6H-1109-1 & 6H-4459.

- The property owner(s) of record is/are:
- 1) GB Real Estate Investments, LLC, a Wisconsin limited liability company.
 - 2) DJG WEST MASON, LLC, a Wisconsin limited liability company.
 - 3) DT HMC WEST MASON, LLC, a Wisconsin limited liability company.

- This certified survey map is contained wholly within the property described in the following recorded instrument:
- 1) Document Number 3064169.
 - 2) Document Number 2852454.
 - 3) Document Number 2985031.

Curve Table							
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	22°37'13"	325.00'	128.31'	S79°15'20.5"E	127.48'	S67°56'44"E	N89°26'03"E
C2	1°14'40"	325.00'	7.06'	S89°56'37"E	7.06'	S89°19'17"E	N89°26'03"E
C3	20°54'10"	325.00'	118.57'	S78°52'12"E	117.91'	S68°25'07"E	S89°19'17"E
C4	0°28'23"	325.00'	2.68'	S68°10'55.5"E	2.68'	S67°56'44"E	S68°25'07"E
C5	16°17'16"	325.00'	92.39'	S76°05'22"E	92.08'	S67°56'44"E	S84°14'00"E
C6	14°22'39"	325.00'	81.55'	S75°08'03.5"E	81.34'	S67°56'44"E	S82°19'23"E
C7	1°54'37"	325.00'	10.84'	S83°16'41.5"E	10.83'	S82°19'23"E	S84°14'00"E
C8	79°58'47"	20.00'	27.92'	S44°14'36.5"E	25.71'	S04°15'13"E	S84°14'00"E

CERTIFIED SURVEY MAP

**PART OF LOT 15 OF SECTION 29, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9023, DOCUMENT NUMBER 2851838,
AND ALL OF LOT 1 OF SOUTHWEST WOODS, DOCUMENT NUMBER 3060725, SAID MAPS BEING PART OF LOT 14 OF SECTION 29,
ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.**

OWNER'S CERTIFICATE:

GB Real Estate Investments, LLC, a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described herein to be surveyed, divided and mapped as represented on this certified survey map. GB Real Estate Investments, LLC does further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection:

CITY OF GREEN BAY

GB Real Estate Investments, LLC, a Wisconsin limited liability company	Date
---	-------------

Print Name and Title Above

STATE OF _____)
_____ COUNTY) SS

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

Notary Public, State of Wisconsin

(print name) _____

My commission expires: _____

AIRPORT ZONING DISTRICT NOTE:

The Austin Straubel International Airport Director shall be contacted for review and approval to any development and land disturbing activities within Airport Zoning districts

RESTRICTIVE COVENANTS:

1. The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
2. Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
3. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

SURVEYOR'S NOTES:

- 1. 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.**
- 2. 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 has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.**



1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releeinc.com

CERTIFIED SURVEY MAP

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AND ALL OF LOT 1 OF SOUTHWEST WOODS, DOCUMENT NUMBER 3060725, SAID MAPS BEING PART OF LOT 14 OF SECTION 29,
ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

DJG WEST MASON, LLC, a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described herein to be surveyed, divided and mapped as represented on this certified survey map. DJG WEST MASON, LLC does further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection:

CITY OF GREEN BAY

DJG WEST MASON, LLC Date
a Wisconsin limited liability company

Print Name and Title Above

STATE OF _____)
_____ COUNTY) SS

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

Notary Public, State of Wisconsin

(print name)_____

My commission expires:_____

CERTIFIED SURVEY MAP

PART OF LOT 15 OF SECTION 29, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9023, DOCUMENT NUMBER 2851838,
AND ALL OF LOT 1 OF SOUTHWEST WOODS, DOCUMENT NUMBER 3060725, SAID MAPS BEING PART OF LOT 14 OF SECTION 29,
ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

DT HMC WEST MASON, LLC, a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described herein to be surveyed, divided and mapped as represented on this certified survey map. DT HMC WEST MASON, LLC does further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection:

CITY OF GREEN BAY

DT HMC WEST MASON, LLC Date
a Wisconsin limited liability company

Print Name and Title Above

STATE OF _____)
_____ COUNTY) SS

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

Notary Public, State of Wisconsin

(print name)_____

My commission expires:_____

CERTIFIED SURVEY MAP

PART OF LOT 15 OF SECTION 29, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9023, DOCUMENT NUMBER 2851838,
AND ALL OF LOT 1 OF SOUTHWEST WOODS, DOCUMENT NUMBER 3060725, SAID MAPS BEING PART OF LOT 14, ALL
LOCATED IN SECTION 28, TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

CERTIFICATE OF THE GREEN BAY PLANNING DEPARTMENT:

Approved by the City of Green Bay, as required by Wisconsin Statutes Chapter 236, and the City of Green Bay Municipal Code Chapter 36, Subdivision and Platting.

on this _____ day of _____, 2024.

Cheryl Renier-Wigg
Development Director

CERTIFICATE OF THE GREEN BAY CITY CLERK:

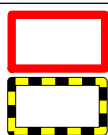
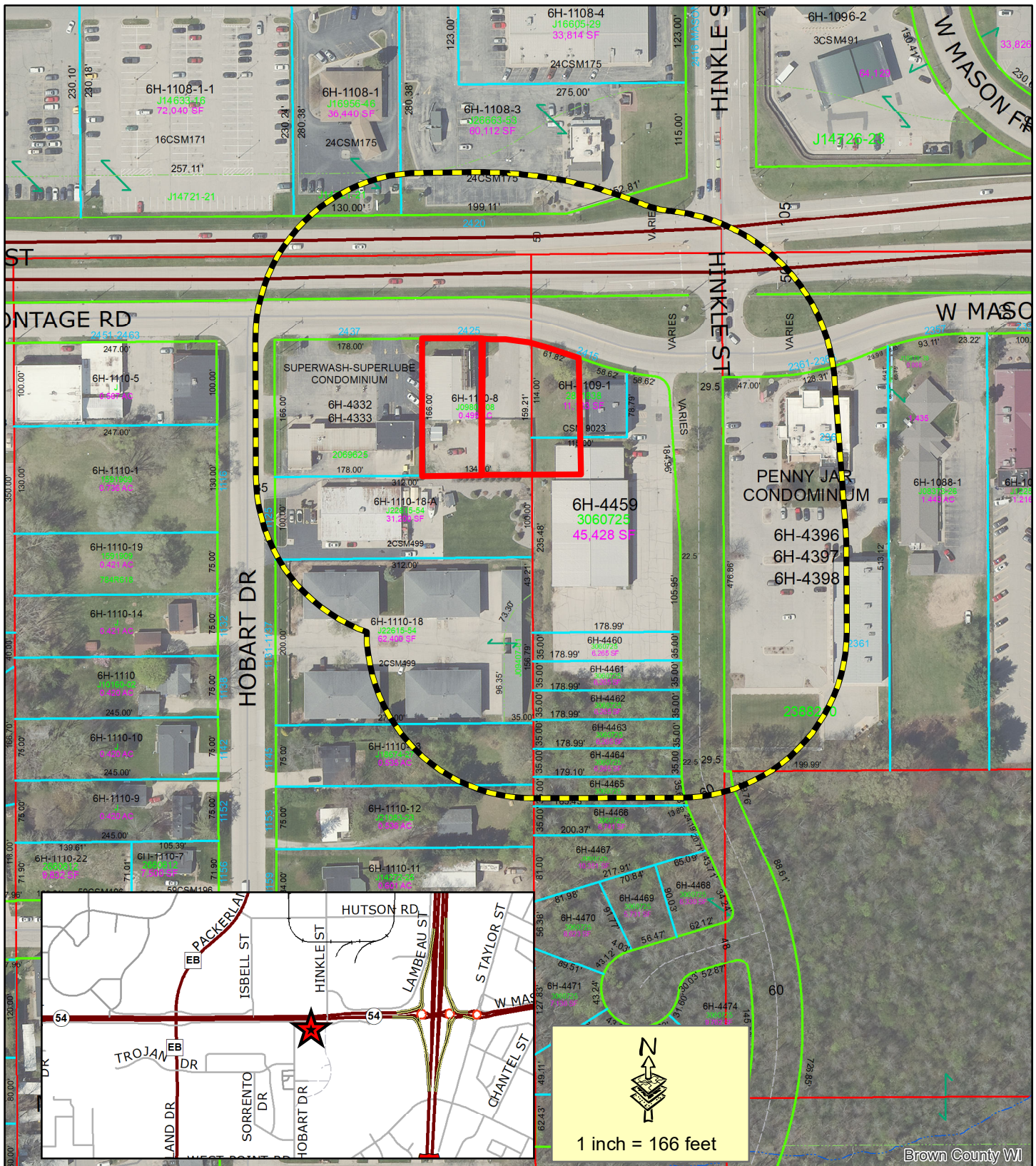
As duly appointed City Clerk for the City of Green Bay, I hereby certify that the records in my office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map (6H-1110-8, 6H-1109-1 & 6H-4459) as of the date listed below.

Celestine Jeffreys
Green Bay City Clerk

Date



1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releeinc.com



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 24-46)
Rezone at 2425 and parts of 2415
and 2405 W. Mason Street Frontage Rd
from General Commercial (C1) and
Planned Unit Development (PUD) to
Highway Commercial (C2)





Report to the Green Bay Plan Commission

MEETING DATE

December 3, 2024

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # P.11

To approve the request for a Conditional Use Permit to allow for a surface parking lot on parts of 2425, 2415, and 2405 W. Mason Street Frontage Road, Subject to the following conditions:

1. Approval of ZP 24-46 Rezone Application.
2. Approval of CSM 24-17.
3. The CUP for a principal parking lot is valid for 2 years after City Council approval. A permitted principal use must be established within the 2 years or the paved parking area must be removed.
4. The parking lot complies with all aspects of the Green Bay Municipal Code.

(ZP 24-47 Public Hearing held November 25, 2024).

BACKGROUND

Primary Address: Parts of 2425, 2415 and 2405 W. Mason Street Frontage Road

Aldersperson/District: Ald. Eck, District 11

Reason for Request: To establish a surface parking lot as a principal use in the Highway Commercial (C2) District.

Surrounding Zoning and Land Uses:

Subject: General Commercial (C1), Planned Unit Development (PUD); Parking, Vacant

North: Highway Commercial (C2); Right-of-Way (W. Mason/W. Mason Frontage Rd), Drive-through restaurants

South: Highway Commercial (C2), Planned Unit Development (PUD); Automobile dealership, Retail

East: General Commercial (C1), Planned Unit Development (PUD); Retail

West: General Commercial (C1), Highway Commercial (C2); Automobile Repair, Carwash

Comprehensive Plan: The 2022 Smart Growth Plan currently designates this area for commercial uses.

Report: The subject request is located south of W. Mason Street Frontage Road between the future Hinkle Street extended and Hobart Drive.

The City of Green Bay received an application for a 4-lot Certified Survey Map (CSM 24-17) for 2425, 2415 and 2405 W. Mason Street Frontage Road. This Conditional Use Permit (CUP) request is for proposed Lot 2 of said CSM. Proposed Lot 1 is currently home to Auto Aces automobile repair. Plans for the site include razing Auto Aces and building a drive-through coffee shop. Proposed Lot 2 does not have a specific user identified yet, but the applicant would like to use the property for a surface parking lot. The parking lot would be used by the coffee shop in the short-term with the long-term plan of having a business/building on Lot 2 that would also use the parking for its operations.

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.

Parking lots are permitted by-right only when accessory to a principal use. In this case, the parking lot would be the principal use. Staff has determined that the use complies with the seven standards above. However, does not feel this is the highest and best use of the site. In general, allowing a surface parking lot as a principal use is poor practice and discouraged. That said, staff does support the use, but only on a limited short-term basis. Therefore, staff recommends placing a sunset clause on the CUP limiting the use to two years from the date of the CUP approval. If unable to comply, the property owner can reapply for another CUP at that time.

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

RECOMMENDATION

Approval of the request, subject to the following conditions:

1. Approval of ZP 24-46 Rezone Application.
2. Approval of CSM 24-17.
3. The CUP for a principal parking lot is valid for 2 years after City Council approval. A permitted principal use must be established within the 2 years or the paved parking area must be removed.
4. The parking lot complies with all aspects of the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-47 Application
2. ZP 24-47 Location Map
3. CSM 24-17 Hinkle_W. Mason Frontage
4. ZP 24-47 Draft Site Plan



REQUEST FOR CITY ACTION PLAN COMMISSION

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

Location of Property: Part of 2425 W. Mason Street, 2415 W. Mason, 2405 W. Mason
Parcel Number(s): Part of 6H-1110-8, Part of 6H-1109-1, Part of 6H-9959
Petitioner(s): GB Real Estate Investments, LLC Date: 11-1-24
Email: gb@gb-re.com Phone Number: 813-500-0296
Address: 300 N. Van Buren Street City: Green Bay State: WI Zip: 54301
Property Owner: Same Phone Number: Same

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, Garritt R. Bader, 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: 11-1-24

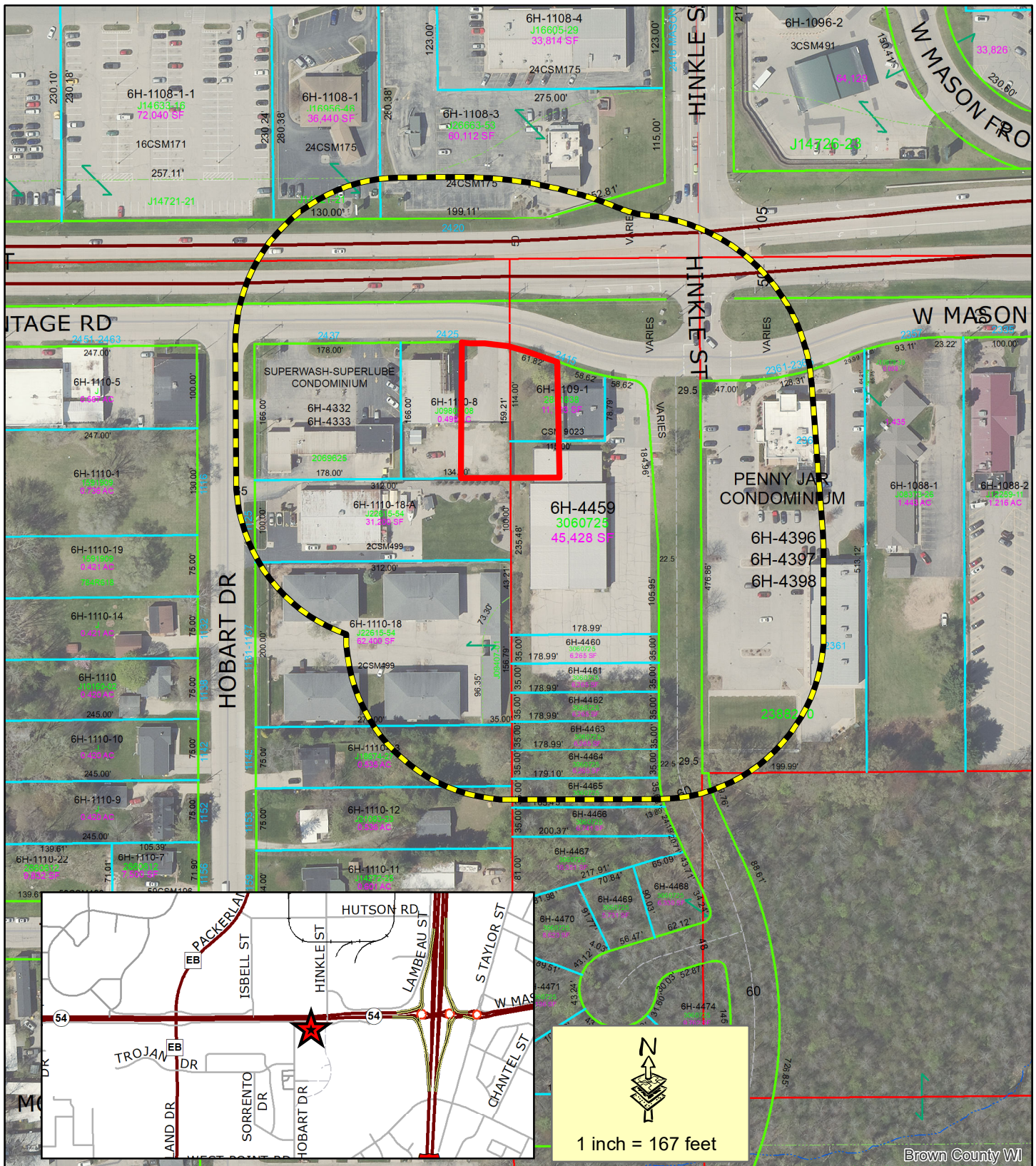
Petitioner Signature(s): _____

Checklist of required attachments:

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

For office use only:

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

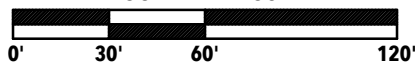


PART OF LOT 15 OF SECTION 29, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9023, DOCUMENT NUMBER 2851838, AND ALL OF LOT 1 OF SOUTHWEST WOODS, DOCUMENT NUMBER 3060725, SAID MAPS BEING PART OF LOT 14 OF SECTION 29, ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.



- ▲ Found PK Nail
- Found 1" Iron Pipe
- ◎ Found 2" Iron Pipe
- Set 1" x 18" Iron Pipe with cap weighing 1.38 lbs./lin. ft.
- ⊕ PLSS Monument as noted
- () Previously recorded distance
- POB Point of Beginning

SCALE: 1" = 60'



**Bearings are referenced to the Brown County
Coordinate System. The east line of the Southeast 1/4
of Section 29, T24N-R20E bears S00°16'57"E.**

SHEET 1 OF 6



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R:\5600\5642\5642038\DWG\5642038CSM.DWG

CERTIFIED SURVEY MAP

PART OF LOT 15 OF SECTION 29, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9023, DOCUMENT NUMBER 2851838, AND ALL OF LOT 1 OF SOUTHWEST WOODS, DOCUMENT NUMBER 3060725, SAID MAPS BEING PART OF LOT 14 OF SECTION 29, ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Bryan L. Pfeffer, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed herein, I have surveyed, divided and mapped part of Lot 15 of Section 29, all of Lot 1 of Certified Survey Map Number 9023, Document Number 2851838, and all of Lot 1 of Southwest Woods, Document Number 3060725, said maps being part of Lot 14 of Section 29, all located in Township 24 North, Range 20 East, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at he East 1/4 corner of said Section 29; thence S00°16'57"E, 457.67 feet on the east line of said Lot 14 to the south line of said Lot 1 of Southwest Woods, extended easterly; thence S89°43'03"W, 52.00 feet on said south line to the southeast corner of said Lot 1, the POINT OF BEGINNING; thence continuing S89°43'03"W, 178.99 feet on said south line to the southwest corner of said Lot 1; thence N00°16'57"W, 190.26 feet on the west line of said Lot 1 to the northeast corner of Parcel A of Volume 2, Certified Survey Maps, Page 499, Map Number 599, Document Number 666009; thence S89°26'03"W, 134.00 feet on the north line of said Parcel A to the west line of the east 134.00 feet of said Lot 15; thence N00°16'57"W, 166.00 feet on said west line to the south right of way of the West Mason Street Frontage Road; thence N89°26'03"E, 67.94 feet on said south right of way; thence on said south right of way 128.31 feet on the arc of a 325.00 foot radius curve to the right, having a long chord which bears S79°15'20.5"E, 127.48 feet; thence on said south right of way 92.39 feet on the arc of a 325.00 foot radius curve to the left, having a long chord which bears S76°05'22"E, 92.08 feet; thence on said south right of way 27.92 feet on the arc of a 20.00 foot radius curve to the right, having a long chord which bears S44°14'36.5"E, 25.71 feet to the west right of way of Hinkle Street; thence S04°15'13"E, 184.96 feet on said west right of way; thence S00°16'57"E, 105.95 feet on said west right of way to the Point of Beginning

Said described lands contains 78,626 square feet or 1.805 acres more or less subject to all easements and restrictions of record.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in the surveying, mapping and dividing of the same.

Dated this _____ day of _____, 2024.

Bryan L. Pfeffer PLS #2924
ROBERT E. LEE & ASSOCIATES, INC.

This certified survey map is all of tax parcel number's: 6H-1110-8, 6H-1109-1 & 6H-4459.

- The property owner(s) of record is/are:
- 1) GB Real Estate Investments, LLC, a Wisconsin limited liability company.
 - 2) DJG WEST MASON, LLC, a Wisconsin limited liability company.
 - 3) DT HMC WEST MASON, LLC, a Wisconsin limited liability company.

- This certified survey map is contained wholly within the property described in the following recorded instrument:
- 1) Document Number 3064169.
 - 2) Document Number 2852454.
 - 3) Document Number 2985031.

Curve Table							
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	22°37'13"	325.00'	128.31'	S79°15'20.5"E	127.48'	S67°56'44"E	N89°26'03"E
C2	1°14'40"	325.00'	7.06'	S89°56'37"E	7.06'	S89°19'17"E	N89°26'03"E
C3	20°54'10"	325.00'	118.57'	S78°52'12"E	117.91'	S68°25'07"E	S89°19'17"E
C4	0°28'23"	325.00'	2.68'	S68°10'55.5"E	2.68'	S67°56'44"E	S68°25'07"E
C5	16°17'16"	325.00'	92.39'	S76°05'22"E	92.08'	S67°56'44"E	S84°14'00"E
C6	14°22'39"	325.00'	81.55'	S75°08'03.5"E	81.34'	S67°56'44"E	S82°19'23"E
C7	1°54'37"	325.00'	10.84'	S83°16'41.5"E	10.83'	S82°19'23"E	S84°14'00"E
C8	79°58'47"	20.00'	27.92'	S44°14'36.5"E	25.71'	S04°15'13"E	S84°14'00"E

CERTIFIED SURVEY MAP

PART OF LOT 15 OF SECTION 29, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9023, DOCUMENT NUMBER 2851838, AND ALL OF LOT 1 OF SOUTHWEST WOODS, DOCUMENT NUMBER 3060725, SAID MAPS BEING PART OF LOT 14 OF SECTION 29, ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

GB Real Estate Investments, LLC, a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described herein to be surveyed, divided and mapped as represented on this certified survey map. GB Real Estate Investments, LLC does further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection:

CITY OF GREEN BAY

GB Real Estate Investments, LLC, a Wisconsin limited liability company	Date
---	-------------

Print Name and Title Above

STATE OF _____)
_____ COUNTY) SS

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

Notary Public, State of Wisconsin

(print name) _____

My commission expires: _____

AIRPORT ZONING DISTRICT NOTE:

The Austin Straubel International Airport Director shall be contacted for review and approval to any development and land disturbing activities within Airport Zoning districts

RESTRICTIVE COVENANTS:

1. The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
2. Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
3. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

SURVEYOR'S NOTES:

- 1. 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.**
- 2. 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 has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.**



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CERTIFIED SURVEY MAP

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AND ALL OF LOT 1 OF SOUTHWEST WOODS, DOCUMENT NUMBER 3060725, SAID MAPS BEING PART OF LOT 14 OF SECTION 29,
ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

DJG WEST MASON, LLC, a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described herein to be surveyed, divided and mapped as represented on this certified survey map. DJG WEST MASON, LLC does further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection:

CITY OF GREEN BAY

DJG WEST MASON, LLC Date
a Wisconsin limited liability company

Print Name and Title Above

STATE OF _____)
_____ COUNTY) SS

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

Notary Public, State of Wisconsin

(print name)_____

My commission expires:_____

CERTIFIED SURVEY MAP

PART OF LOT 15 OF SECTION 29, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 9023, DOCUMENT NUMBER 2851838,
AND ALL OF LOT 1 OF SOUTHWEST WOODS, DOCUMENT NUMBER 3060725, SAID MAPS BEING PART OF LOT 14 OF SECTION 29,
ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

DT HMC WEST MASON, LLC, a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described herein to be surveyed, divided and mapped as represented on this certified survey map. DT HMC WEST MASON, LLC does further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection:

CITY OF GREEN BAY

DT HMC WEST MASON, LLC Date
a Wisconsin limited liability company

Print Name and Title Above

STATE OF _____)
_____ COUNTY) SS

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

Notary Public, State of Wisconsin

(print name)_____

My commission expires:_____

CERTIFIED SURVEY MAP

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AND ALL OF LOT 1 OF SOUTHWEST WOODS, DOCUMENT NUMBER 3060725, SAID MAPS BEING PART OF LOT 14, ALL
LOCATED IN SECTION 28, TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

CERTIFICATE OF THE GREEN BAY PLANNING DEPARTMENT:

Approved by the City of Green Bay, as required by Wisconsin Statutes Chapter 236, and the City of Green Bay Municipal Code Chapter 36, Subdivision and Platting.

on this _____ day of _____, 2024.

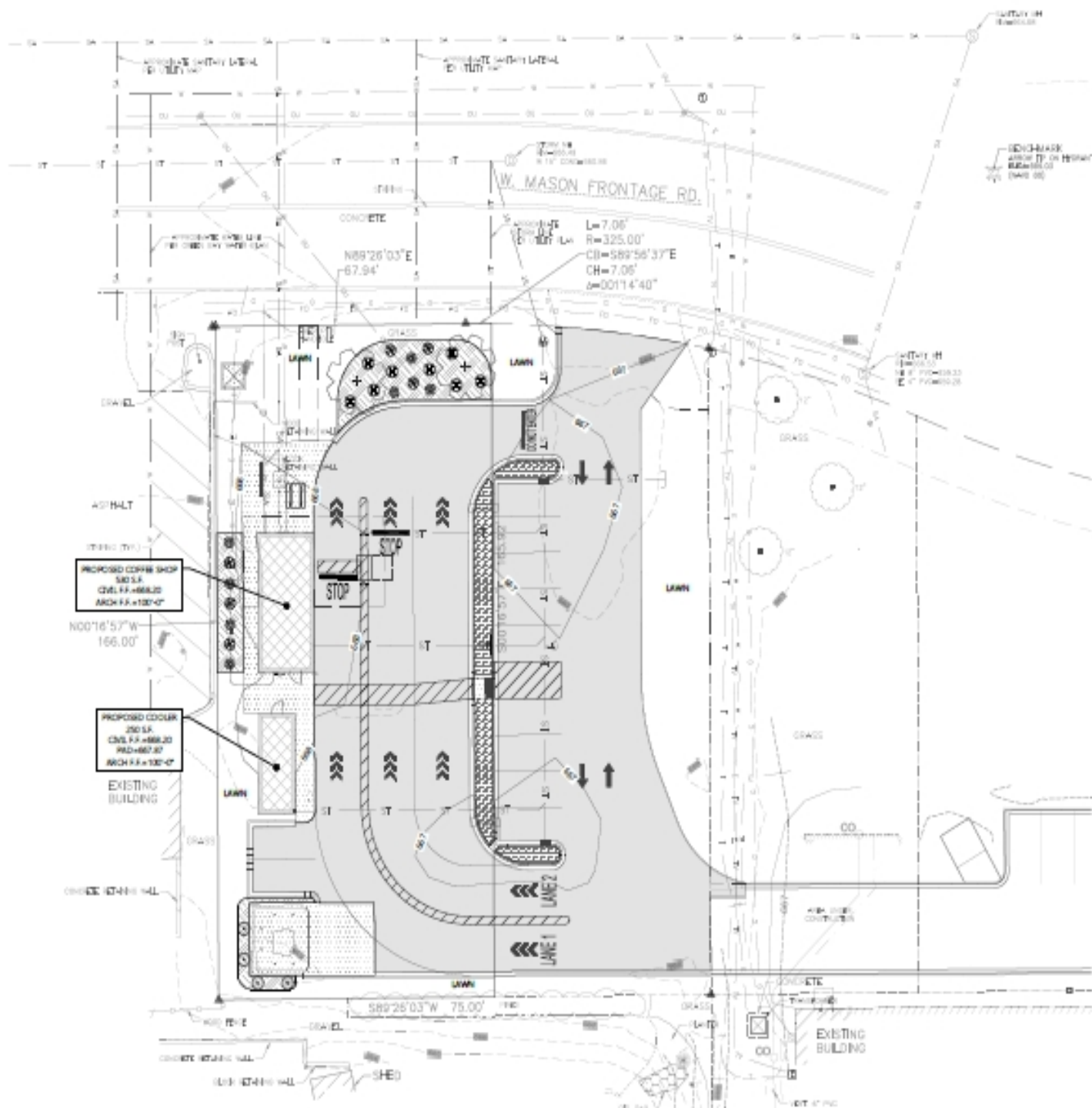
Cheryl Renier-Wigg
Development Director

CERTIFICATE OF THE GREEN BAY CITY CLERK:

As duly appointed City Clerk for the City of Green Bay, I hereby certify that the records in my office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map (6H-1110-8, 6H-1109-1 & 6H-4459) as of the date listed below.

Celestine Jeffreys
Green Bay City Clerk

Date





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # Q.1

To proceed as directed in the closed section regarding a refund of 2016-2022 property taxes from a tax assessment appeal to Georgia Pacific for properties at 1919 S Broadway and 500 Day Street for a total amount of \$897,273.09.

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

BACKGROUND

Wisconsin Department of Revenue Property Tax Refund request and chargeback process – Georgia Pacific had until 11/1/2024 to request a refund based on the attached settlement agreement.

Refund requested by Reinhart on behalf of Georgia Pacific 11/1/2024.

500 Day Street = \$279,882.76
1919 S Broadway = \$617,390.33
Total \$897,273.09

The city has until 1/31/2025 to make the full payment of \$897,273.09.

The city needs to file PC-201 to the WDOR by Oct 1, 2025, to make chargeback determinations. It is expected to confirm that the following taxing jurisdictions need to pay the city by Feb 15, 2026, their share.

Taxing jurisdiction's breakdown- WDOR determination the final values:

City	School	County	NWTC	State	Total
59,501.65	55,802.83	29,317.82	5,536.18	1,117.81	151,276.29
80,787.07	75,476.23	40,134.31	7,601.17	-	203,998.79
42,101.72	40,334.52	21,061.56	4,017.15	-	107,514.95
41,517.79	40,447.40	19,730.31	3,949.48	-	105,644.99
47,028.09	45,978.44	21,621.28	4,457.39	-	119,085.19
41,692.39	40,535.34	19,368.39	3,955.61	-	105,551.73
42,289.82	39,261.87	18,774.53	3,874.92	-	104,201.15
354,918.54	337,836.64	170,008.20	33,391.90	1,117.81	897,273.09

Full payment of \$897,273.09 will be made in January 2025 using fund balance.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Letter to Clerk 4-5-2024
2. GP TAC Settlement Agreement
3. Claim for Refund (2016-2022) from REinhard on behalf GP
4. Assessor's refund letter - 1919 S Broadway & PC201's
5. Assessor's refund letter - 500 day street & PC201's



State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • MANUFACTURING AND UTILITY BUREAU • GREEN BAY DISTRICT – AA 81

200 N. Jefferson Street, Suite 126
Green Bay, WI 54301-5100
Phone: 920-448-5191
Fax: 920-448-5210
mfgtel81@wisconsin.gov
www.revenue.wi.gov

April 5, 2024

Celestine Jeffreys
City of Green Bay
100 N Jefferson St, Room 106
Green Bay, WI 54301

Dear Ms. Jeffreys,

Subject: 2016-2022 Full Value Assessment

Regarding the real estate parcels below, the property owner and the Department of Revenue (DOR) executed a stipulation and settlement agreement under the jurisdiction of the Wisconsin Tax Appeals Commission (TAC) that changes the 2016 - 2022 manufacturing full value assessments. The changes were made pursuant to Sec. 70.511, Wis. Stats., Delayed action of reviewing authority. This order may allow the owner of the property to request a refund of taxes that were already paid; and may allow the municipality to recover some of the refund through the procedure described in Sec. 74.41. Wis. Stats., Charging back refunded or rescinded taxes.

The settlement agreement includes the following key points:

- 2016 – 2022 full value assessments have been reduced (see below for reduction information)
- Appellant waives the right to any interest that may be due under Sec. 70.511(2)(b), Wis. Stats.
- Appellant waives fees, costs, and attorney's fees

This agreement affects the following properties:

Municipality:	City of Green Bay
Owner:	Georgia Pacific Consumer Prod
Site Address:	1919 S Broadway & 500 Day St
Local Parcel Number	1-1407 & 7-1
State Identification Numbers:	81-05-231-R000010022 & 10088

Tax Appeals Commission Docket Numbers:	17-M-106, 17-M-105, 18-M-119, 18-M-120, 19-M-168, 19-M-169, 20-M-124, 20-M-123, 21-MR-254, 21-MR-235, 22-MR-140, 22-MR-139, 23-MR-132, and 23-MR-133
--	--

1919 S Broadway State ID 81-05-231-R000010022			
	Original 2016 Full Value Assessment	Revised 2016 Full Value Assessment	Amount of 2016 Full Value Change
Land	\$6,349,900	\$6,349,900	\$0
Improvements	\$55,448,200	\$50,630,100	-\$4,818,100
Total	\$61,798,100	\$56,980,000	-\$4,818,100

Aggregate Ratio: 1.020632075

	Original 2016 Equated Assessment	Revised 2016 Equated Assessment	Amount of 2016 Equated Change
Land	\$6,480,912	\$6,480,912	\$0
Improvements	\$56,592,211	\$51,674,704	-\$4,917,507
Total	\$63,073,123	\$58,155,616	-\$4,917,507

	Original 2017 Full Value Assessment	Revised 2017 Full Value Assessment	Amount of 2017 Full Value Change
Land	\$6,349,900	\$6,349,900	\$0
Improvements	\$55,448,200	\$48,799,000	-\$6,649,200
Total	\$61,798,100	\$55,148,900	-\$6,649,200

Aggregate Ratio: 0.987117148

	Original 2017 Equated Assessment	Revised 2017 Equated Assessment	Amount of 2017 Equated Change
Land	\$6,268,095	\$6,268,095	\$0
Improvements	\$54,733,869	\$48,170,330	-\$6,563,539
Total	\$61,001,964	\$54,438,425	-\$6,563,539

	Original 2018 Full Value Assessment	Revised 2018 Full Value Assessment	Amount of 2018 Full Value Change
Land	\$6,349,900	\$6,349,900	\$0
Improvements	\$50,447,200	\$47,039,400	-\$3,407,800
Total	\$56,797,100	\$53,389,300	-\$3,407,800

Aggregate Ratio: 0.943573119

	Original 2018 Equated Assessment	Revised 2018 Equated Assessment	Amount of 2018 Equated Change
Land	\$5,991,595	\$5,991,595	\$0
Improvements	\$47,600,622	\$44,385,113	-\$3,215,508
Total	\$53,592,217	\$50,376,708	-\$3,215,508

	Original 2019 Full Value Assessment	Revised 2019 Full Value Assessment	Amount of 2019 Full Value Change
Land	\$6,349,900	\$6,349,900	\$0
Improvements	\$52,350,100	\$48,828,100	-\$3,522,000
Total	\$58,700,000	\$55,178,000	-\$3,522,000

Aggregate Ratio: 0.900976891

	Original 2019 Equated Assessment	Revised 2019 Equated Assessment	Amount of 2019 Equated Change
Land	\$5,721,113	\$5,721,113	\$0
Improvements	\$47,166,230	\$43,992,990	-\$3,173,241
Total	\$52,887,344	\$49,714,103	-\$3,173,241

	Original 2020 Full Value Assessment	Revised 2020 Full Value Assessment	Amount of 2020 Full Value Change
Land	\$6,540,400	\$6,540,400	\$0
Improvements	\$53,075,100	\$49,498,200	-\$3,576,900
Total	\$59,615,500	\$56,038,600	-\$3,576,900

Aggregate Ratio: 0.86292373

	Original 2020 Equated Assessment	Revised 2020 Equated Assessment	Amount of 2020 Equated Change
Land	\$5,643,866	\$5,643,866	\$0
Improvements	\$45,799,763	\$42,713,171	-\$3,086,592
Total	\$51,443,630	\$48,357,038	-\$3,086,592

	Original 2021 Full Value Assessment	Revised 2021 Full Value Assessment	Amount of 2021 Full Value Change
Land	\$6,607,800	\$6,607,800	\$0
Improvements	\$50,957,000	\$47,503,100	-\$3,453,900
Total	\$57,564,800	\$54,110,900	-\$3,453,900

Aggregate Ratio: 0.794526694

	Original 2021 Equated Assessment	Revised 2021 Equated Assessment	Amount of 2021 Equated Change
Land	\$5,250,073	\$5,250,073	\$0
Improvements	\$40,486,697	\$37,742,481	-\$2,744,216
Total	\$45,736,770	\$42,992,554	-\$2,744,216

	Original 2022 Full Value Assessment	Revised 2022 Full Value Assessment	Amount of 2022 Full Value Change
Land	\$6,794,400	\$6,794,400	\$0
Improvements	\$50,696,100	\$47,246,700	-\$3,449,400
Total	\$57,490,500	\$54,041,100	-\$3,449,400

Aggregate Ratio: 0.954839965

	Original 2022 Equated Assessment	Revised 2022 Equated Assessment	Amount of 2022 Equated Change
Land	\$6,487,565	\$6,487,565	\$0
Improvements	\$48,406,662	\$45,113,037	-\$3,293,625
Total	\$54,894,227	\$51,600,602	-\$3,293,625

500 Day St State ID 81-05-231-R000010088			
	Original 2016 Full Value Assessment	Revised 2016 Full Value Assessment	Amount of 2016 Full Value Change
Land	\$2,132,800	\$2,132,800	\$0
Improvements	\$12,530,200	\$10,759,100	-\$1,771,100
Total	\$14,663,000	\$12,891,900	-\$1,771,100

Aggregate Ratio: 1.020632075

	Original 2016 Equated Assessment	Revised 2016 Equated Assessment	Amount of 2016 Equated Change
Land	\$2,176,804	\$2,176,804	\$0
Improvements	\$12,788,724	\$10,981,083	-\$1,807,641
Total	\$14,965,528	\$13,157,887	-\$1,807,641

	Original 2017 Full Value Assessment	Revised 2017 Full Value Assessment	Amount of 2017 Full Value Change
Land	\$2,132,800	\$2,132,800	\$0
Improvements	\$12,530,200	\$10,111,500	-\$2,418,700
Total	\$14,663,000	\$12,244,300	-\$2,418,700

Aggregate Ratio: 0.987117148

	Original 2017 Equated Assessment	Revised 2017 Equated Assessment	Amount of 2017 Equated Change
Land	\$2,105,323	\$2,105,323	\$0
Improvements	\$12,368,775	\$9,981,235	-\$2,387,540
Total	\$14,474,099	\$12,086,558	-\$2,387,540

	Original 2018 Full Value Assessment	Revised 2018 Full Value Assessment	Amount of 2018 Full Value Change
Land	\$2,132,800	\$2,132,800	\$0
Improvements	\$11,183,300	\$9,718,500	-\$1,464,800
Total	\$13,316,100	\$11,851,300	-\$1,464,800

Aggregate Ratio: 0.943573119

	Original 2018 Equated Assessment	Revised 2018 Equated Assessment	Amount of 2018 Equated Change
Land	\$2,012,453	\$2,012,453	\$0
Improvements	\$10,552,261	\$9,170,115	-\$1,382,146
Total	\$12,564,714	\$11,182,568	-\$1,382,146

	Original 2019 Full Value Assessment	Revised 2019 Full Value Assessment	Amount of 2019 Full Value Change
Land	\$2,132,800	\$2,132,800	\$0
Improvements	\$11,352,000	\$10,003,500	-\$1,348,500
Total	\$13,484,800	\$12,136,300	-\$1,348,500

Aggregate Ratio: 0.900976891

	Original 2019 Equated Assessment	Revised 2019 Equated Assessment	Amount of 2019 Equated Change
Land	\$1,921,604	\$1,921,604	\$0
Improvements	\$10,227,890	\$9,012,922	-\$1,214,967
Total	\$12,149,493	\$10,934,526	-\$1,214,967

	Original 2020 Full Value Assessment	Revised 2020 Full Value Assessment	Amount of 2020 Full Value Change
Land	\$2,196,800	\$2,196,800	\$0
Improvements	\$13,398,000	\$11,370,700	-\$2,027,300
Total	\$15,594,800	\$13,567,500	-\$2,027,300

Aggregate Ratio: 0.86292373

	Original 2020 Equated Assessment	Revised 2020 Equated Assessment	Amount of 2020 Equated Change
Land	\$1,895,671	\$1,895,671	\$0
Improvements	\$11,561,452	\$9,812,047	-\$1,749,405
Total	\$13,457,123	\$11,707,718	-\$1,749,405

	Original 2021 Full Value Assessment	Revised 2021 Full Value Assessment	Amount of 2021 Full Value Change
Land	\$2,218,100	\$2,218,100	\$0
Improvements	\$12,419,600	\$10,516,700	-\$1,902,900
Total	\$14,637,700	\$12,734,800	-\$1,902,900

Aggregate Ratio: 0.794526694

	Original 2021 Equated Assessment	Revised 2021 Equated Assessment	Amount of 2021 Equated Change
Land	\$1,762,340	\$1,762,340	\$0
Improvements	\$9,867,704	\$8,355,799	-\$1,511,905
Total	\$11,630,043	\$10,118,139	-\$1,511,905

	Original 2022 Full Value Assessment	Revised 2022 Full Value Assessment	Amount of 2022 Full Value Change
Land	\$2,286,400	\$2,286,400	\$0
Improvements	\$11,784,600	\$9,392,500	-\$2,392,100
Total	\$14,071,000	\$11,678,900	-\$2,392,100

Aggregate Ratio: 0.954839965

	Original 2022 Equated Assessment	Revised 2022 Equated Assessment	Amount of 2022 Equated Change
Land	\$2,183,146	\$2,183,146	\$0
Improvements	\$11,252,407	\$8,968,334	-\$2,284,073
Total	\$13,435,553	\$11,151,480	-\$2,284,073

Also, enclosed is a publication Property Tax Refund Requests and the Chargeback Process (PA-600). If you intend to complete a chargeback, please remit all paperwork (PC-201, available on DOR's website) as soon as possible after issuing the refund. If you have any questions relating to the refund or chargeback, please call the Local Government Services Bureau at 608-266-2569.

If you have any other questions, please contact me at 920-448-5205 or barbara.wroblewski@wisconsin.gov.

Sincerely,



Barb Wroblewski

Supervisor, Green Bay Manufacturing and Utility Bureau District Office

enclosures: PA-600
PC-201

**SETTLEMENT AGREEMENT BY AND BETWEEN
GEORGIA PACIFIC CONSUMER PRODUCTS LP AND
THE WISCONSIN DEPARTMENT OF REVENUE**

Georgia Pacific Consumer Products LP (hereinafter "Georgia Pacific") and the Wisconsin Department of Revenue ("Department"), by their undersigned representatives, hereby enter into this Agreement in settlement of the Wisconsin real property tax assessments for the taxable periods identified herein, for the properties located at 1919 S. Broadway, Green Bay, Wisconsin ("Broadway Property"), and 500 Day Street, Green Bay, Wisconsin ("Day Street Property"), effective as of the last date executed by all of the parties.

WHEREAS Georgia Pacific, as owner of the real property identified herein, together with the Department, desire to conclusively and finally resolve the issues being contested in Wisconsin Tax Appeals Commission Docket Nos. 17-M-105, 17-M-106, 18-M-119, 18-M-120, 19-M-168, 19-M-169, 20-M-123, 20-M-124, 21-MR-253, 21-MR-254, 22-MR-139, 22-MR-140, 23-MR-132, and 23-MR-133 regarding Georgia Pacific's Wisconsin real property tax assessments for the 2016 through 2022 assessment periods.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Georgia Pacific and the Department hereby agree that:

1. The Department hereby modifies the full value assessments of Georgia Pacific's Broadway Property as follows:

<u>Assessment Year</u>	<u>Docket No.</u>	<u>Modified Full Value Assessment</u>
2016	17-M-106	\$56,980,000
2017	18-M-119	\$55,148,900
2018	19-M-168	\$53,389,300
2019	20-M-124	\$55,178,000
2020	21-MR-254	\$56,038,600
2021	22-MR-140	\$54,110,900
2022	23-MR-132	\$54,041,100

2. The Department hereby modifies the full value assessments of Georgia Pacific's Day Street Property as follows:

<u>Assessment Year</u>	<u>Docket No.</u>	<u>Modified Full Value Assessment</u>
2016	17-M-105	\$12,891,900
2017	18-M-120	\$12,244,300
2018	19-M-169	\$11,851,300
2019	20-M-123	\$12,136,300
2020	21-MR-253	\$13,567,500
2021	22-MR-139	\$12,734,800
2022	23-MR-133	\$11,678,900

3. The parties shall file a Stipulation and Order for Dismissal with the Wisconsin Tax Appeals Commission ("Commission") requesting that the Commission dismiss the Petitions for Review with prejudice and without costs. The parties further agree that this Settlement Agreement will not be filed with the Stipulation or be made part of the official record of the Wisconsin Tax Appeals Commission's case files.
4. Georgia Pacific waives the right to any interest that may be due under sec. 70.511(2)(b), Wis. Stats.
5. Georgia Pacific and the Department waive fees and costs and attorney's fees.
6. Georgia Pacific and the Department, by their signatures below, affirm that they have read and understand all the provisions of this Settlement Agreement and agree to comply with all terms herein. They represent and warrant that the undersigned individuals are duly authorized to enter into and execute this Settlement Agreement.

GEORGIA PACIFIC CONSUMER
PRODUCTS LP

DocuSigned by:
By: Chase Angell
Name: Chase Angell Date
Position: Vice President - Taxes

Kristina E. Somers 3/4/2024
Kristina E. Somers Date
Petitioner's Attorney

WISCONSIN DEPARTMENT OF REVENUE

Zachary I. McClelland 3/8/2024
Zachary I. McClelland, Director Date
Manufacturing & Utility Bureau

Jeffrey A. Evans 3/12/24
Jeffrey A. Evans Date
Respondent's Attorney

STATE OF WISCONSIN
TAX APPEALS COMMISSION

GEORGIA PACIFIC CONSUMER PRODUCTS LP, :	STIPULATION AND
Petitioner,	ORDER FOR DISMISSAL
v.	Docket Nos. 17-M-105, 17-M-106,
WISCONSIN DEPARTMENT OF REVENUE, :	18-M-119, 18-M-120,
Respondent,	19-M-168, 19-M-169,
and	20-M-123, 20-M-124,
CITY OF GREEN BAY,	21-MR-253, 21-MR-254,
Intervenor. :	22-MR-139, 22-MR-140,
	23-MR-132, 23-MR-133

Petitioner, Georgia Pacific Consumer Products LP ("Georgia Pacific"), and Respondent, Wisconsin Department of Revenue, as represented by their respective undersigned representatives, stipulate and agree as follows:

1. The parties have entered into a separate Settlement Agreement in the above-captioned matters that fully and finally concludes these appeals.
2. The parties' settlement does not, nor is it intended to, reflect acquiescence or concession by either party on any issues or matters which were discussed, or could have been discussed, in the course of settlement discussions or any other discussions between the parties that relate to the matters that are the subject of this Stipulation.
3. The Wisconsin Tax Appeals Commission may enter the attached Order without further notice to the parties, dismissing the Petitions for Review herein with prejudice.

GEORGIA PACIFIC CONSUMER
PRODUCTS LP

WISCONSIN DEPARTMENT OF REVENUE



Kristina E. Somers
Petitioner's Attorney

3/4/2024
Date



Jeffrey A. Evans
Respondent's Attorney

3/12/24
Date



Georgia Pacific Consumer Products LP v. Wisconsin Department of Revenue
Docket Nos. 17-M-105, 17-M-106, 18-M-119, 18-M-120, 19-M-168, 19-M-169, 20-M-123, 20-M-124, 21-MR-253, 21-MR-254, 22-MR-139, 22-MR-140, 23-MR-132, 23-MR-133

ORDER FOR DISMISSAL

Based upon the foregoing Stipulation between the parties:

IT IS HEREBY ORDERED as follows:

That pursuant to the Settlement Agreement between the parties, there are no issues remaining for decision before the Tax Appeals Commission and, therefore, the Petitioner's Petitions for Review in these cases are hereby dismissed with prejudice and without costs to any party.

Any scheduled proceedings on the Commission's calendar regarding these dockets may be cancelled.

Dated at Madison, Wisconsin, this 22nd day of March, 2024.

WISCONSIN TAX APPEALS COMMISSION

By: _____

Kenneth P. Adler, Commissioner

November 1, 2024

Kristina E. Somers
Direct Dial: 414-298-8249
ksomers@reinhartlaw.com

FILED BY E-MAIL (CLERK@GREENBAYWI.GOV)
(ADDITIONAL COURTESY COPY BY COURIER)

Celestine Jeffreys, Clerk
City of Green Bay
100 North Jefferson Street
Room 106
Green Bay, WI 54301

Dear Clerk:

Re: State Identification Nos. 81-05-231-R-
000010022 and 81-05-231-R-000010088

Now comes Claimant, Georgia-Pacific Consumer Products LP ("Claimant"), owner of the real property identified as State Identification Number 81-05-231-R-000010022 (the "Broadway Property") and the real property identified as State Identification Number 81-05-231-R-000010088 (the "Day Street Property") in Green Bay, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Refund pursuant to Wis. Stat. § 70.511 against the City of Green Bay (the "City"). You hereby are directed to serve any notice concerning this Claim on the undersigned agent of the Claimant.

1. This Claim is brought under Wis. Stat. § 70.511, for a refund of excessive real estate taxes imposed on Claimant by the City for the tax years 2016 through 2022 with respect to the Broadway Property and the Day Street Property.

2. At all times relevant, Claimant was the owner of the Broadway Property and the Day Street Property and was responsible for the payment of property taxes and the prosecution of property tax disputes involving the Broadway Property and the Day Street Property and is authorized to file and receive payment on this Claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located 100 North Jefferson Street, in the City.

4. The Broadway Property is located within the City at 1919 S. Broadway and the Day Street Property is located within the City at 500 Day Street.

5. Claimant was assessed for the Broadway Property and the Day Street Property for tax years 2016 through 2022 by the Wisconsin Department of Revenue ("DOR").

6. For 2016, property tax was imposed on property in the City at the rate of \$22.49 per \$1,000 of the assessed value for property.

7. For 2016, DOR set the Full Value Assessment of the Broadway Property at \$61,798,100 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of \$63,073,100.

8. Based on the values listed in paragraph 7 of this Claim, the City imposed taxes on the Broadway Property for 2016 in the amount of \$1,418,469.30.

9. Claimant timely paid the property taxes imposed by the City on the Broadway Property for 2016, or the required installments thereof.

10. Pursuant to a Settlement Agreement dated March 12, 2024, DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Broadway Property to \$56,980,000 for 2016 which translates to an Equated Assessment (a/k/a as the Assessed Value) of \$58,155,600 for 2016.

11. Based on the above tax rate and the reduced assessment for 2016, the taxes that should have been levied against the Broadway Property were \$1,307,851.44.

12. Claimant is entitled, therefore, to a refund in the amount of \$110,617.86 for 2016 for the Broadway Property.

13. For 2016, DOR set the Full Value Assessment of the Day Street Property at \$14,663,000 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of \$14,965,500.

14. Based on the values listed in paragraph 13 of this Claim, the City imposed taxes on the Day Street Property for 2016 in the amount of \$336,511.60.

15. Claimant timely paid the property taxes imposed by the City on the Day Street Property for 2016, or the required installments thereof.

16. Pursuant to a Settlement Agreement dated March 12, 2024, DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Day Street Property to \$12,891,900 for 2016 which translates to an Equated Assessment (a/k/a as the Assessed Value) of \$13,157,900 for 2016.

17. Based on the above tax rate and the reduced assessment for 2016, the taxes that should have been levied against the Day Street Property were \$295,853.17.

18. Claimant is entitled, therefore, to a refund in the amount of \$40,658.43 for 2016 for the Day Street Property.

19. For 2017, property tax was imposed on property in the City at the rate of \$22.7844 per \$1,000 of the assessed value for property.

20. For 2017, DOR set the Full Value Assessment of the Broadway Property at \$61,798,100 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of \$61,002,000.

21. Based on the values listed in paragraph 20 of this Claim, the City imposed taxes on the Broadway Property for 2017 in the amount of \$1,389,868.50.

22. Claimant timely paid the property taxes imposed by the City on the Broadway Property for 2017, or the required installments thereof.

23. Pursuant to a Settlement Agreement dated March 12, 2024, DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Broadway Property to \$55,148,900 for 2017 which translates to an Equated Assessment (a/k/a as the Assessed Value) of \$54,438,400 for 2017.

24. Based on the above tax rate and the reduced assessment for 2017, the taxes that should have been levied against the Broadway Property were \$1,240,277.58.

25. Claimant is entitled, therefore, to a refund in the amount of \$149,590.92 for 2017 for the Broadway Property.

26. For 2017, DOR set the Full Value Assessment of the Day Street Property at \$14,663,000 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of \$14,474,100.

27. Based on the values listed in paragraph 26 of this Claim, the City imposed taxes on the Day Street Property for 2017 in the amount of \$329,725.10.

28. Claimant timely paid the property taxes imposed by the City on the Day Street Property for 2017, or the required installments thereof.

29. Pursuant to a Settlement Agreement dated March 12, 2024, DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Day Street Property to \$12,244,300 for

2017 which translates to an Equated Assessment (a/k/a as the Assessed Value) of \$12,086,600 for 2017.

30. Based on the above tax rate and the reduced assessment for 2017, the taxes that should have been levied against the Day Street Property were \$275,317.23.

31. Claimant is entitled, therefore, to a refund in the amount of \$54,407.87 for 2017 for the Day Street Property.

32. For 2018, property tax was imposed on property in the City at the rate of \$23.384487 per \$1,000 of the assessed value for property.

33. For 2018, DOR set the Full Value Assessment of the Broadway Property at \$56,797,100 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of \$53,592,200.

34. Based on the values listed in paragraph 33 of this Claim, the City imposed taxes on the Broadway Property for 2018 in the amount of \$1,253,156.20.

35. Claimant timely paid the property taxes imposed by the City on the Broadway Property for 2018, or the required installments thereof.

36. Pursuant to a Settlement Agreement dated March 12, 2024, DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Broadway Property to \$53,389,300 for 2018 which translates to an Equated Assessment (a/k/a as the Assessed Value) of \$50,376,700 for 2018.

37. Based on the above tax rate and the reduced assessment for 2018, the taxes that should have been levied against the Broadway Property were \$1,177,963.29.

38. Claimant is entitled, therefore, to a refund in the amount of \$75,192.91 for 2018 for the Broadway Property.

39. For 2018, DOR set the Full Value Assessment of the Day Street Property at \$13,316,100 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of \$12,564,800.

40. Based on the values listed in paragraph 39 of this Claim, the City imposed taxes on the Day Street Property for 2018 in the amount of \$293,751.40.

41. Claimant timely paid the property taxes imposed by the City on the Day Street Property for 2018, or the required installments thereof.

42. Pursuant to a Settlement Agreement dated March 12, 2024, DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Day Street Property to \$11,851,300 for 2018 which translates to an Equated Assessment (a/k/a as the Assessed Value) of \$11,182,600 for 2018.

43. Based on the above tax rate and the reduced assessment for 2018, the taxes that should have been levied against the Day Street Property were \$261,429.36.

44. Claimant is entitled, therefore, to a refund in the amount of \$32,322.04 for 2018 for the Day Street Property.

45. For 2019, property tax was imposed on property in the City at the rate of \$24.074789 per \$1,000 of the assessed value for property.

46. For 2019, DOR set the Full Value Assessment of the Broadway Property at \$58,700,000 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of \$52,887,300.

47. Based on the values listed in paragraph 46 of this Claim, the City imposed taxes on the Broadway Property for 2019 in the amount of \$1,273,179.82.

48. Claimant timely paid the property taxes imposed by the City on the Broadway Property for 2019, or the required installments thereof.

49. Pursuant to a Settlement Agreement dated March 12, 2024, DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Broadway Property to \$55,178,000 for 2019 which translates to an Equated Assessment (a/k/a as the Assessed Value) of \$49,714,100 for 2019.

50. Based on the above tax rate and the reduced assessment for 2019, the taxes that should have been levied against the Broadway Property were \$1,196,785.69.

51. Claimant is entitled, therefore, to a refund in the amount of \$76,394.13 for 2019 for the Broadway Property.

52. For 2019, DOR set the Full Value Assessment of the Day Street Property at \$13,484,800 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of \$12,149,500.

53. Based on the values listed in paragraph 52 of this Claim, the City imposed taxes on the Day Street Property for 2019 in the amount of \$292,425.86.

54. Claimant timely paid the property taxes imposed by the City on the Day Street Property for 2019, or the required installments thereof.

55. Pursuant to a Settlement Agreement dated March 12, 2024, DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Day Street Property to \$12,136,300 for 2019 which translates to an Equated Assessment (a/k/a as the Assessed Value) of \$10,934,500 for 2019.

56. Based on the above tax rate and the reduced assessment for 2019, the taxes that should have been levied against the Day Street Property were \$263,175.00.

57. Claimant is entitled, therefore, to a refund in the amount of \$29,250.86 for 2019 for the Day Street Property.

58. For 2020, property tax was imposed on property in the City at the rate of \$24.623711 per \$1,000 of the assessed value for property.

59. For 2020, DOR set the Full Value Assessment of the Broadway Property at \$59,615,500 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of \$51,443,700.

60. Based on the values listed in paragraph 59 of this Claim, the City imposed taxes on the Broadway Property for 2020 in the amount of \$1,266,665.32.

61. Claimant timely paid the property taxes imposed by the City on the Broadway Property for 2020, or the required installments thereof.

62. Pursuant to a Settlement Agreement dated March 12, 2024, DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Broadway Property to \$56,308,600 for 2020 which translates to an Equated Assessment (a/k/a as the Assessed Value) of \$48,357,000 for 2020.

63. Based on the above tax rate and the reduced assessment for 2020, the taxes that should have been levied against the Broadway Property were \$1,190,659.31.

64. Claimant is entitled, therefore, to a refund in the amount of \$76,006.01 for 2020 for the Broadway Property.

65. For 2020, DOR set the Full Value Assessment of the Day Street Property at \$15,594,800 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of \$13,457,200.

66. Based on the values listed in paragraph 65 of this Claim, the City imposed taxes on the Day Street Property for 2020 in the amount of \$331,296.72.

67. Claimant timely paid the property taxes imposed by the City on the Day Street Property for 2020, or the required installments thereof.

68. Pursuant to a Settlement Agreement dated March 12, 2024, DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Day Street Property to \$13,567,500 for 2020 which translates to an Equated Assessment (a/k/a as the Assessed Value) of \$11,707,700 for 2020.

69. Based on the above tax rate and the reduced assessment for 2020, the taxes that should have been levied against the Day Street Property were \$288,217.54.

70. Claimant is entitled, therefore, to a refund in the amount of \$43,079.18 for 2020 for the Day Street Property.

71. For 2021, property tax was imposed on property in the City at the rate of \$24.800104 per \$1,000 of the assessed value for property.

72. For 2021, DOR set the Full Value Assessment of the Broadway Property at \$57,564,800 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of \$45,736,800.

73. Based on the values listed in paragraph 72 of this Claim, the City imposed taxes on the Broadway Property for 2021 in the amount of \$1,134,209.71.

74. Claimant timely paid the property taxes imposed by the City on the Broadway Property for 2021, or the required installments thereof.

75. Pursuant to a Settlement Agreement dated March 12, 2024, DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Broadway Property to \$54,110,900 for 2021 which translates to an Equated Assessment (a/k/a as the Assessed Value) of \$42,992,600 for 2021.

76. Based on the above tax rate and the reduced assessment for 2021, the taxes that should have been levied against the Broadway Property were \$1,066,153.26.

77. Claimant is entitled, therefore, to a refund in the amount of \$68,056.45 for 2021 for the Broadway Property.

78. For 2021, DOR set the Full Value Assessment of the Day Street Property at \$14,637,700 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of \$11,630,000.

79. Based on the values listed in paragraph 78 of this Claim, the City imposed taxes on the Day Street Property for 2021 in the amount of \$288,357.52.

80. Claimant timely paid the property taxes imposed by the City on the Day Street Property for 2021, or the required installments thereof.

81. Pursuant to a Settlement Agreement dated March 12, 2024, DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Day Street Property to \$12,734,800 for 2021 which translates to an Equated Assessment (a/k/a as the Assessed Value) of \$10,118,100 for 2021.

82. Based on the above tax rate and the reduced assessment for 2021, the taxes that should have been levied against the Day Street Property were \$250,862.24.

83. Claimant is entitled, therefore, to a refund in the amount of \$37,495.28 for 2021 for the Day Street Property.

84. For 2022, property tax was imposed on property in the City at the rate of \$18.681742 per \$1,000 of the assessed value for property.

85. For 2022, DOR set the Full Value Assessment of the Broadway Property at \$57,490,500 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of \$54,894,300.

86. Based on the values listed in paragraph 85 of this Claim, the City imposed taxes on the Broadway Property for 2022 in the amount of \$1,025,453.12.

87. Claimant timely paid the property taxes imposed by the City on the Broadway Property for 2022, or the required installments thereof.

88. Pursuant to a Settlement Agreement dated March 12, 2024, DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Broadway Property to \$54,041,100 for 2022 which translates to an Equated Assessment (a/k/a as the Assessed Value) of \$51,600,600 for 2022.

89. Based on the above tax rate and the reduced assessment for 2022, the taxes that should have been levied against the Broadway Property were \$963,921.07.

90. Claimant is entitled, therefore, to a refund in the amount of \$61,532.05 for 2022 for the Broadway Property.

91. For 2022, DOR set the Full Value Assessment of the Day Street Property at \$14,071,000 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of \$13,435,500.

92. Based on the values listed in paragraph 91 of this Claim, the City imposed taxes on the Day Street Property for 2022 in the amount of \$250,930.52.

93. Claimant timely paid the property taxes imposed by the City on the Day Street Property for 2022, or the required installments thereof.

94. Pursuant to a Settlement Agreement dated March 12, 2024, DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Day Street Property to \$11,678,900 for 2022 which translates to an Equated Assessment (a/k/a as the Assessed Value) of \$11,151,500 for 2022.

95. Based on the above tax rate and the reduced assessment for 2022, the taxes that should have been levied against the Day Street Property were \$208,261.42.

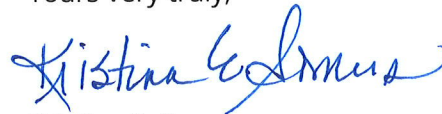
96. Claimant is entitled, therefore, to a refund in the amount of \$42,669.10 for 2022 for the Day Street Property.

97. The City shall issue a refund in the amount \$897,273.09 payable to Georgia-Pacific Consumer Products LP and remit to Reinhart Boerner Van Deuren s.c. the Agent for the Claimant at 1000 N. Water Street, Suite 1700, Milwaukee, Wisconsin 53202.

Dated at Milwaukee, Wisconsin, this 1st day of November, 2024.

Thank you.

Yours very truly,


Kristina E. Somers



Office of the City Assessor

DATE: November 8, 2024
TO: Finance Committee
City of Green Bay
FROM: Russ Schwandt
Assessor
RE: Adjustment of 2016 - 2022 Real Estate Tax Bills

Please be advised that I am recommending that the 2016 -2022 tax bills be adjusted for the following real estate parcel:

<u>PARCEL #</u>	<u>OWNER NAME</u>	<u>ADDRESS</u>
1-1407	Georgia Pacific Consumer Products LP	1919 S Broadway

Reason: Claim brought under Wis. Stat 70.511
Refund of Excessive Real Estate Taxes

See attached sheets for an explanation of the assessed values and corrected assessed values of the real estate parcel.

The 2016 – 2022 tax bills have been paid in full.

Refund taxes according to this adjustment.

****Assessed values will be rounded to the nearest \$100**



Office of the City Assessor

1919 S Broadway State ID 81-05-231-R000010022

	Original 2016 Equated Assessment	Revised 2016 Equated Assessment	Amount of 2016 Equated Change
Land	\$6,480,912	\$6,480,912	\$0
Improvements	\$56,592,211	\$51,674,704	-\$4,917,507
Total	\$63,073,123	\$58,155,616	-\$4,917,507

	Original 2017 Equated Assessment	Revised 2017 Equated Assessment	Amount of 2017 Equated Change
Land	\$6,268,095	\$6,268,095	\$0
Improvements	\$54,733,869	\$48,170,330	-\$6,563,539
Total	\$61,001,964	\$54,438,425	-\$6,563,539

	Original 2018 Equated Assessment	Revised 2018 Equated Assessment	Amount of 2018 Equated Change
Land	\$5,991,595	\$5,991,595	\$0
Improvements	\$47,600,622	\$44,385,113	-\$3,215,508
Total	\$53,592,217	\$50,376,708	-\$3,215,508



Office of the City Assessor

1919 S Broadway State ID 81-05-231-R000010022

	Original 2019 Equated Assessment	Revised 2019 Equated Assessment	Amount of 2019 Equated Change
Land	\$5,721,113	\$5,721,113	\$0
Improvements	\$47,166,230	\$43,992,990	-\$3,173,241
Total	\$52,887,344	\$49,714,103	-\$3,173,241

	Original 2020 Equated Assessment	Revised 2020 Equated Assessment	Amount of 2020 Equated Change
Land	\$5,643,866	\$5,643,866	\$0
Improvements	\$45,799,763	\$42,713,171	-\$3,086,592
Total	\$51,443,630	\$48,357,038	-\$3,086,592

	Original 2021 Equated Assessment	Revised 2021 Equated Assessment	Amount of 2021 Equated Change
Land	\$5,250,073	\$5,250,073	\$0
Improvements	\$40,486,697	\$37,742,481	-\$2,744,216
Total	\$45,736,770	\$42,992,554	-\$2,744,216



Office of the City Assessor

1919 S Broadway State ID 81-05-231-R000010022

	Original 2022 Equated Assessment	Revised 2022 Equated Assessment	Amount of 2022 Equated Change
Land	\$6,487,565	\$6,487,565	\$0
Improvements	\$48,406,662	\$45,113,037	-\$3,293,625
Total	\$54,894,227	\$51,600,602	-\$3,293,625

Request for Charge Back of Rescinded or Refunded Taxes

(Sec. 74.41, Wis. Stats.)

DOR USE ONLY

Case no.

1	Assessment year 2016	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN																																																																											
2	☒ Real estate parcel no. 1-1407 ☐ Personal property account no.			Is this parcel in a TID? ☒ No ☐ Yes TID no.																																																																											
3	Property owner name GEORGIA PACIFIC CONSUMER PRODUCT			Personal property category (see instructions) 																																																																											
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4	Real Estate							
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	3 Man.	5,991,600	47,600,600	53,592,200	3 Man.	5,991,600	44,385,100	50,376,700
								3,215,500
								0
								0
								0
								0
	Total	5,991,600	47,600,600	53,592,200		5,991,600	44,385,100	50,376,700
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Request for Charge Back of Rescinded or Refunded Taxes

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Case no.

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Office of the City Assessor

DATE: November 8, 2024
TO: Finance Committee
City of Green Bay
FROM: Russ Schwandt
Assessor
RE: Adjustment of 2016 - 2022 Real Estate Tax Bills

Please be advised that I am recommending that the 2016 -2022 tax bills be adjusted for the following real estate parcel:

<u>PARCEL #</u>	<u>OWNER NAME</u>	<u>ADDRESS</u>
7-1	Georgia Pacific Consumer Products LP	500 Day St

Reason: Claim brought under Wis. Stat 70.511
Refund of Excessive Real Estate Taxes

See attached sheets for an explanation of the assessed values and corrected assessed values of the real estate parcel.

The 2016 – 2022 tax bills have been paid in full.

Refund taxes according to this adjustment.

****Assessed values will be rounded to the nearest \$100**



Office of the City Assessor

500 Day St State ID 81-05-231-R000010088

	Original 2016 Equated Assessment	Revised 2016 Equated Assessment	Amount of 2016 Equated Change
Land	\$2,176,804	\$2,176,804	\$0
Improvements	\$12,788,724	\$10,981,083	-\$1,807,641
Total	\$14,965,528	\$13,157,887	-\$1,807,641

	Original 2017 Equated Assessment	Revised 2017 Equated Assessment	Amount of 2017 Equated Change
Land	\$2,105,323	\$2,105,323	\$0
Improvements	\$12,368,775	\$9,981,235	-\$2,387,540
Total	\$14,474,099	\$12,086,558	-\$2,387,540

	Original 2018 Equated Assessment	Revised 2018 Equated Assessment	Amount of 2018 Equated Change
Land	\$2,012,453	\$2,012,453	\$0
Improvements	\$10,552,261	\$9,170,115	-\$1,382,146
Total	\$12,564,714	\$11,182,568	-\$1,382,146



Office of the City Assessor

500 Day St State ID 81-05-231-R000010088

	Original 2019 Equated Assessment	Revised 2019 Equated Assessment	Amount of 2019 Equated Change
Land	\$1,921,604	\$1,921,604	\$0
Improvements	\$10,227,890	\$9,012,922	-\$1,214,967
Total	\$12,149,493	\$10,934,526	-\$1,214,967

	Original 2020 Equated Assessment	Revised 2020 Equated Assessment	Amount of 2020 Equated Change
Land	\$1,895,671	\$1,895,671	\$0
Improvements	\$11,561,452	\$9,812,047	-\$1,749,405
Total	\$13,457,123	\$11,707,718	-\$1,749,405

	Original 2021 Equated Assessment	Revised 2021 Equated Assessment	Amount of 2021 Equated Change
Land	\$1,762,340	\$1,762,340	\$0
Improvements	\$9,867,704	\$8,355,799	-\$1,511,905
Total	\$11,630,043	\$10,118,139	-\$1,511,905



Office of the City Assessor

500 Day St State ID 81-05-231-R000010088

	Original 2022 Equated Assessment	Revised 2022 Equated Assessment	Amount of 2022 Equated Change
Land	\$2,183,146	\$2,183,146	\$0
Improvements	\$11,252,407	\$8,968,334	-\$2,284,073
Total	\$13,435,553	\$11,151,480	-\$2,284,073

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9	Preparer name 	Email
	Daytime phone 	

Request for Charge Back of Rescinded or Refunded Taxes

(Sec. 74.41, Wis. Stats.)

DOR USE ONLY

Case no.

1	Assessment year 2022	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN																																																																							
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Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # Q.2

To receive and place on file the Financial Management Plan presented by Ehlers Public Finance Advisors.

BACKGROUND

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

- I. FMP_Presentation_11.21.24



City of Green Bay

Financial Management Plan - 2024 Update



Objectives of the FMP

Determines the overall financial impact to taxpayers to fund operational and capital needs.

Is a tool to provide control and flexibility to meet financial needs by integrating operational and capital budgets.

Examines existing financial strengths and weaknesses of the community.

Establishes consensus and set of priorities to meet the City's financial objectives.

Current Challenges



City's queue for capital improvements exceeds its ability to fund them.

Balance appropriate tax increases with need for public investment.



General fund revenues mostly stagnant

Levy limit challenges ahead.
Expenditures outside of City control may put pressure on GF

Key rating indicators

Factor	Value	Assessment	Category
ECONOMY:			
Resident income ratio	87.0%	Moderate	A 
Full value per capita	92,314	Moderate	A 
Economic growth metric	-1.40%	Moderate	A 
FINANCIAL PERFORMANCE:			
Available fund balance ratio	43.70%	Very Strong	Aaa 
Liquidity ratio	75.10%	Very Strong	Aaa 
INSTITUTIONAL FRAMEWORK:			
Institutional Framework	A	Moderate	A 
LEVERAGE:			
Long-term liabilities ratio	293.4%	Moderate	A 
Fixed-costs ratio	10.9%	Strong	Aa 
OVERALL RATING:			
Scorecard-Indicated Outcome			Aa3 
Assigned Rating			Aa3 
¹ Based on Moody's Investors Service "US Cities and Counties Methodology" dated November 2, 2022. Data taken from March 7, 2024 Issuer Credit Opinion.			

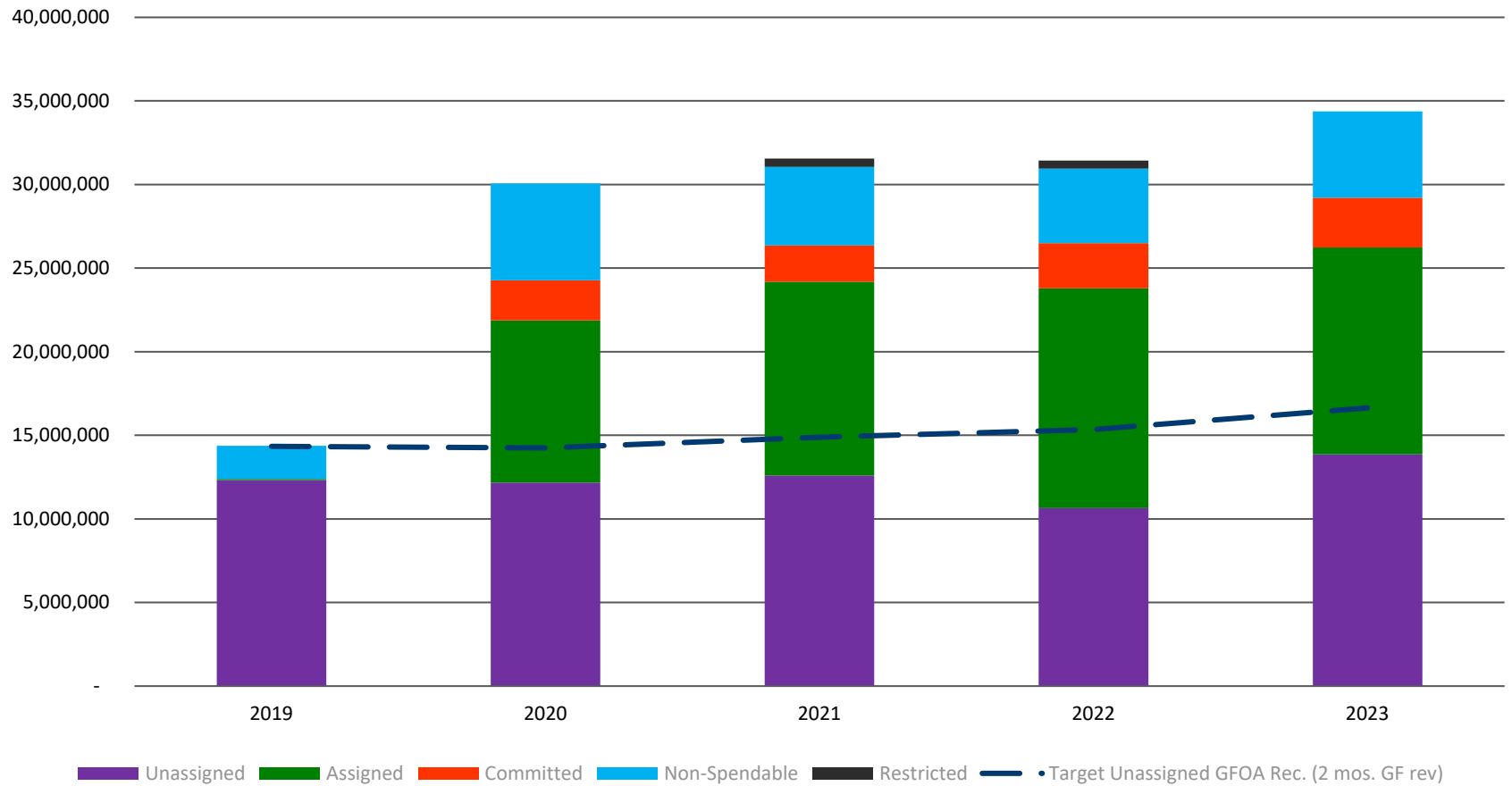
Assessed Valuation

	As of 1/1	Budget Year	Equalized Value (TID Out)	Assessment Ratio ¹	Change in Assessment Ratio	TID Out Assessed Value ²	% Change in TID OUT Assessed	Projected TID Closures
	2019	2020	6,551,309,700	0.900976891		5,902,578,600		
	2020	2021	6,857,411,700	0.862923730	(0.038)	5,917,423,300	0.25%	
	2021	2022	7,460,794,500	0.794526694	(0.068)	5,927,800,400	0.18%	
	2022	2023	8,623,957,900	0.954839965	0.160	8,234,499,700	38.91%	
	2023	2024	9,251,538,400	0.888684879	(0.066)	8,221,702,300	-0.16%	
	2024	2025	10,062,551,400	0.798459648	(0.090)	8,034,541,200	-2.28%	
Projection	2025	2026	10,455,288,637	0.771794215	(0.027)	8,069,331,300	0.43%	
	2026	2027	11,092,226,846	0.746019304	(0.026)	8,275,015,400	2.55%	4 & 12
	2027	2028	11,525,151,891	1.000000000	0.254	11,525,151,900	39.28%	
	2028	2029	12,083,531,222	0.966603907	(0.033)	11,679,988,500	1.34%	5
	2029	2030	12,555,146,469	0.934323113	(0.032)	11,730,563,500	0.43%	
	2030	2031	13,045,168,664	0.903120372	(0.031)	11,781,357,600	0.43%	
	2031	2032	13,554,316,224	0.872959680	(0.030)	11,832,371,600	0.43%	
	2032	2033	14,083,335,603	1.000000000	0.127	14,083,335,600	19.02%	
	2033	2034	14,633,002,391	0.966603907	(0.033)	14,144,317,300	0.43%	
	2034	2035	15,204,122,448	0.934323113	(0.032)	14,205,563,000	0.43%	
	2035	2036	15,797,533,084	0.903120372	(0.031)	14,267,074,000	0.43%	
	2036	2037	16,414,104,294	0.872959680	(0.030)	14,328,851,200	0.43%	
	2037	2038	17,054,740,024	1.000000000	0.127	17,054,740,000	19.02%	
	2038	2039	17,720,379,502	0.966603907	(0.033)	17,128,588,100	0.43%	
	2039	2040	18,411,998,616	0.934323113	(0.032)	17,202,755,900	0.43%	
	2040	2041	19,130,611,338	0.903120372	(0.031)	17,277,244,800	0.43%	
	2041	2042	19,877,271,219	0.872959680	(0.030)	17,352,056,300	0.43%	
	2042	2043	20,653,072,927	1.000000000	0.127	20,653,072,900	19.02%	
	2043	2044	21,459,153,857	0.966603907	(0.033)	20,742,502,000	0.43%	
	2044	2045	22,296,695,794	0.934323113	(0.032)	20,832,318,200	0.43%	
	2045	2046	23,166,926,647	0.903120372	(0.031)	20,922,523,400	0.43%	
	2046	2047	24,071,122,252	0.872959680	(0.030)	21,013,119,200	0.43%	
	2047	2048	25,010,608,239	1.000000000	0.127	25,010,608,200	19.02%	
	2048	2049	25,986,761,977	0.966603907	(0.033)	25,118,905,700	0.43%	
	2049	2050	27,001,014,593	0.934323113	(0.032)	25,227,672,000	0.43%	
	2050	2051	28,054,853,072	0.903120372	(0.031)	25,336,909,300	0.43%	
	2051	2052	29,149,822,432	0.872959680	(0.030)	25,446,619,700	0.43%	

1) Assumes 3.34% economic appreciation for all future years. Assumes re-valuations every five years.

2) Only includes new construction and TID Closures in non-re-valuation years.

General Fund - Fund Balance



General Fund Forecast

Most non-levy revenue sources held flat at current levels.

- Accounts for increases in state shared revenues from Act 12 including personal property aid
- Accounts for assumptions in investment earnings
- Shows “worst case” for levy

General Fund expenditure forecasts driven by codes assigned to each line item based on the type of expenditure.

- Fund expenditure increases mostly due to personnel-related expenses/contractual obligations
- Assumptions for 2025 based on October 22 proposed budget

Forecast Codes

EXPENDITURE CODES			
CODE	DEFINITION	INCREASE 2026-2029	EXPLANATION
C	Commodities	1.50%	Office Supplies, Operating Supplies, Uniforms, Office Furniture & Equipment
F	Fuel	1.00%	Fuel & Mileage, Utilities
E	Employee Insurance	0.50%	Health, Dental & Life Insurance, Post Employment Health Plan, Long Term Disability
I	Insurance	3.00%	Property & Liability
S	Services	2.00%	Advertising & Printing, Communications, Contractual Services, Dues & Memberships, Janitorial Services, Maintenance Agreements, Meetings & Training, Professional Services, Publications & Subscriptions, Repairs & Maintenance
W	Wages	4.00%	Regular & Seasonal Wages, Overtime, Holiday & Misc. Compensation, Longevity, Premium Pay, Social Security, Retirement, Unemployment Compensation

General Fund Summary

	Actual 2023	Budget 2024	2025	2026	Projected 2027	2028	2029
GENERAL FUND							
REVENUES							
Taxes							
Local property taxes	47,575,729	48,443,726	49,830,800	53,202,320	56,146,208	59,203,566	62,378,949
Other taxes	3,710,949	3,644,381	3,644,381	3,644,381	3,644,381	3,644,381	3,644,381
Intergovernmental revenues	27,718,524	31,014,520	32,767,504	33,390,864	34,034,517	34,699,123	35,385,364
Licenses and permits	2,370,464	2,062,150	2,062,150	2,062,150	2,062,150	2,062,150	2,062,150
Fines and forfeitures	902,792	1,255,000	1,255,000	1,255,000	1,255,000	1,255,000	1,255,000
Public charges for service	8,188,253	8,172,422	8,172,422	8,172,422	8,172,422	8,172,422	8,172,422
Intergovernmental charges for service	2,684,822	2,841,450	2,841,450	2,841,450	2,841,450	2,841,450	2,841,450
Investment income	2,968,731	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Miscellaneous	2,030,533	1,911,091	3,012,072	1,911,091	1,911,091	1,911,091	1,911,091
Transfers in	660,735	845,096	845,096	845,096	845,096	845,096	845,096
TOTAL OPERATING REVENUES	98,811,531	103,189,836	107,430,876	110,324,775	113,912,315	117,634,279	121,495,904
EXPENDITURES							
Common Council	149,442	152,889	159,350	165,124	171,126	177,365	183,849
Mayor	343,377	396,359	413,327	428,500	444,271	460,663	477,701
Administrative Services	2,650,322	3,311,750	3,436,618	3,549,452	3,666,519	3,787,982	3,914,013
Information Tech and Services	1,564,990	1,925,026	1,984,068	2,039,220	2,096,166	2,154,973	2,215,706
Law	856,448	1,028,105	1,067,635	1,103,484	1,140,676	1,179,264	1,219,302
Municipal Court	387,682	441,941	458,777	473,932	489,664	505,995	522,949
Human Resources	1,104,793	1,281,739	1,326,441	1,366,754	1,408,594	1,452,020	1,497,096
Community and Economic Develop	3,687,696	3,399,826	3,534,128	3,654,915	3,780,353	3,910,625	4,045,921
Police	30,122,868	32,982,768	34,263,236	35,421,643	36,624,253	37,872,801	39,169,087
Fire	28,231,882	28,935,210	30,107,402	31,160,828	32,255,012	33,391,568	34,572,171
Dept of Public Works	19,269,284	20,593,555	21,216,099	21,791,155	22,385,849	23,000,915	23,637,114
Parks-Recreation-Forestry	9,385,397	10,645,788	11,026,606	11,372,700	11,731,532	12,103,597	12,489,406
Miscellaneous	(1,403,460)	(1,647,414)	(1,562,812)	(2,202,931)	(2,281,701)	(2,363,489)	(2,448,411)
TOTAL OPERATING EXPENDITURES	96,350,720	103,447,542	107,430,876	110,324,775	113,912,315	117,634,279	121,495,904

Debt – Base Case

Year Ending	Existing Debt														Annual Taxes			Year Ending
	Total G.O. Debt Payments	G. O. Debt Expense	Less: Bay Beach	Less: Sanitary Sewer	Less: Stormwater	Less: TID	Less: Parking	Less: Special Revenues	Less: Bond Premium	Less: Bellevue Intergov.	Less: Interest Revenue ¹	Less: Applied Surplus ²	Less: Other Sources	Net Tax Levy	Assessed Value (TID OUT)	Tax Rate Per \$1,000	\$150,000 Home ³	
2024	23,042,400	34,400	(408,791)	(1,703,988)	(1,603,763)	(5,441,430)	(214,506)	(261,000)	(966,301)	(8,500)	(400,000)	(1,398,442)	(146,163)	10,523,916	8,221,702,300	\$1.28	\$192	2024
2025	25,026,612	35,000	(412,847)	(1,725,266)	(1,769,789)	(5,031,767)	(234,379)	(261,000)	(1,978,118)	0	(800,000)	(2,564,675)	510,083	10,793,855	8,034,541,200	\$1.34	\$202	2025
2026	23,889,792	35,000	(424,207)	(1,382,469)	(2,097,853)	(4,823,564)	(284,058)	(261,000)	(291,670)		(500,000)	(1,000,000)		12,859,971	8,069,331,300	\$1.59	\$239	2026
2027	21,522,059	35,000	(380,665)	(1,206,413)	(2,091,043)	(3,880,799)	(286,956)	(261,000)	0		(500,000)	(1,000,000)		11,950,182	8,275,015,400	\$1.44	\$217	2027
2028	19,803,544	35,000	(378,368)	(1,161,714)	(2,096,310)	(3,626,288)	(284,831)	(261,000)			(500,000)	(1,000,000)		10,530,033	11,525,151,900	\$0.91	\$190	2028
2029	17,642,269	35,000	(372,887)	(1,072,881)	(2,015,843)	(2,945,148)	(293,256)	(261,000)			(500,000)	(1,000,000)		9,216,254	11,679,988,500	\$0.79	\$164	2029
2030	16,034,090	35,000	(368,505)	(1,031,632)	(2,002,667)	(2,738,389)	(291,806)	(261,000)			(500,000)			8,875,092	11,730,563,500	\$0.76	\$157	2030
2031	14,171,047	35,000	(365,373)	(1,038,494)	(1,915,605)	(1,866,111)	(295,356)	(261,000)			(500,000)			7,964,108	11,781,357,600	\$0.68	\$141	2031
2032	13,646,387	35,000	(367,360)	(1,040,556)	(1,923,345)	(1,854,464)	(298,556)	(261,000)			(500,000)			7,436,105	11,832,371,600	\$0.63	\$131	2032
2033	12,995,545	35,000	(364,420)	(1,052,587)	(1,932,982)	(1,655,103)	(301,194)	(261,000)			(500,000)			6,963,260	14,083,335,600	\$0.49	\$122	2033
2034	12,633,711	35,000	(360,938)	(1,045,864)	(1,936,718)	(1,652,770)	(298,406)	(261,000)			(500,000)			6,613,016	14,144,317,300	\$0.47	\$115	2034
2035	11,734,929	35,000	(360,922)	(1,052,726)	(1,835,583)	(1,470,661)	(305,331)	(263,000)			(500,000)			5,981,705	14,205,563,000	\$0.42	\$104	2035
2036	10,139,209	35,000	(360,172)	(953,124)	(1,841,191)	(792,596)	(306,856)	0			(500,000)			5,420,269	14,267,074,000	\$0.38	\$94	2036
2037	9,174,911	35,000	(354,637)	(746,989)	(1,860,321)	(792,511)	(308,156)				(500,000)			4,647,296	14,328,851,200	\$0.32	\$80	2037
2038	7,976,925	35,000	(352,539)	(523,757)	(1,558,862)	(788,031)	(309,656)				(500,000)			3,979,080	17,054,740,000	\$0.23	\$68	2038
2039	6,592,424	35,000	0	(459,927)	(1,568,842)	(654,880)	(316,194)				(500,000)			3,127,581	17,128,588,100	\$0.18	\$53	2039
2040	5,438,195	35,000		(349,107)	(1,170,937)	(494,639)	(243,225)				(500,000)			2,715,288	17,202,755,900	\$0.16	\$46	2040
2041	4,125,619	35,000		(198,264)	(714,095)	(337,647)	(201,297)				(500,000)			2,209,316	17,277,244,800	\$0.13	\$37	2041
2042	3,591,438	35,000		(159,676)	(646,837)	(213,175)	(150,131)				(500,000)			1,956,619	17,352,056,300	\$0.11	\$33	2042
2043	2,577,000	35,000		(37,100)	(543,206)	(214,463)	(110,144)				(500,000)			1,207,088	20,653,072,900	\$0.06	\$20	2043
2044	1,433,100	35,000		(35,700)	(453,900)	0	(76,500)				(500,000)			402,000	20,742,502,000	\$0.02	\$7	2044
2045	0	0		0	0	0	0				0			0	20,832,318,200	\$0.00	\$0	2045
Total	263,191,205	734,400	(5,632,631)	(17,978,235)	(33,579,691)	(41,274,435)	(5,410,796)	(3,134,000)	(3,236,088)	(8,500)	(10,700,000)	(7,963,117)	363,920	135,372,033				Total

Notes:

- 1) Based on estimate provided by the City for 2024. Assumes level interest earnings for future years.
- 2) Based on estimated net debt service levy as provided by the City for 2024. Assumes the City continues to apply \$1,000,000 of fund balance for the five-year planning period.
- 3) Assumes a \$150,000 assessed value home for January 1, 2023 values with revaluations for budget years 2028, 2033, 2038, and 2043 resulting in the assessed value increasing to \$208,014 in 2028, \$246,519 in 2033, \$292,151 in 2038, and \$346,230 in 2043.

Legend:

Represents +/- 25% Change over previous year

Debt Financed Projects

Projects	Plan Issue	Funding	2024	2025	2026	2027	2028	2029	Totals
Fire Ladder truck	2025 G.O. Notes	G.O. Debt		2,035,000					2,035,000
Safety Command vehicle	2025 G.O. Notes	G.O. Debt		1,500,000					1,500,000
DPW Refuse Trucks									
2025	2025 G.O. Notes	G.O. Debt		750,000					750,000
2026	2026 G.O. Notes	G.O. Debt			775,000				775,000
2027	2027 G.O. Notes	G.O. Debt				775,000			775,000
2028	2028 G.O. Notes	G.O. Debt					775,000		775,000
2029	2029 G.O. Notes	G.O. Debt						775,000	775,000
Annual borrowing requests - 10 Year									
2025	2025 G.O. Notes	G.O. Debt		1,250,000					1,250,000
2026	2026 G.O. Notes	G.O. Debt			3,315,000				3,315,000
2027	2027 G.O. Notes	G.O. Debt				3,315,000			3,315,000
2028	2028 G.O. Notes	G.O. Debt					3,315,000		3,315,000
2029	2029 G.O. Notes	G.O. Debt						3,315,000	3,315,000
Annual borrowing requests - 20 Year									
2025	2025 G.O. Notes	G.O. Debt		11,815,000					11,815,000
2026	2026 G.O. Notes	G.O. Debt			13,260,000				13,260,000
2027	2027 G.O. Notes	G.O. Debt				13,260,000			13,260,000
2028	2028 G.O. Notes	G.O. Debt					13,260,000		13,260,000
2029	2029 G.O. Notes	G.O. Debt						13,260,000	13,260,000
Fire Station 3									
2026	2026 G.O. Notes	G.O. Debt			7,000,000				7,000,000
2027	2027 G.O. Notes	G.O. Debt				6,000,000			6,000,000
Police Headquarters Remodel									
2025	2025 G.O. Notes	G.O. Debt		1,000,000					1,000,000
2026	2026 G.O. Notes	G.O. Debt			15,000,000				15,000,000
2027	2027 G.O. Notes	G.O. Debt				8,500,000			8,500,000
TID 26 - Southwest Woods (Infrastructure)	2024 STF Loan #1	G.O. Debt	2,000,000						2,000,000
TID 27 - New Land	2025 Taxable G.O.	G.O. Debt		8,500,000					8,500,000
TID 28 - JBS (Grant & \$500k Donation)	2024 STF Loan #2	G.O. Debt	5,500,000						5,500,000
TID 29 - Public Market	2024 STF Loan #3	G.O. Debt	1,000,000						1,000,000
Future TID - WPS (Land Acquisition)	2025 G.O. Notes	G.O. Debt		6,000,000					6,000,000
Actual CIP Costs			8,500,000	32,850,000	39,350,000	31,850,000	17,350,000	17,350,000	147,250,000

Debt – Projected Tax Impact

Year Ending	Existing Debt			Levy and Tax Rate						Year Ending
	Net Debt Service Tax Levy	Assessed Value (TID OUT)	Tax Rate Per \$1,000	Future Debt Issues (2024-2029)	Future Debt Issues (2024-2029) - Abatements	Levy and Tax Rate				
						Total Net Debt Service Levy	Total Tax Rate for Debt Service	Levy Change from Prior Year	Annual Taxes \$150,000 Home ¹	
2024	10,523,916	8,221,702,300	\$1.28	0	0	10,523,916	\$1.28		\$192	2024
2025	10,793,855	8,034,541,200	\$1.34	0	0	10,793,855	\$1.34	269,939	\$202	2025
2026	12,859,971	8,069,331,300	\$1.59	3,738,969	(2,399,886)	14,199,054	\$1.76	3,405,199	\$264	2026
2027	11,950,182	8,275,015,400	\$1.44	6,990,392	(2,852,595)	16,087,980	\$1.94	1,888,926	\$292	2027
2028	10,530,033	11,525,151,900	\$0.91	9,853,176	(3,291,367)	17,091,843	\$1.48	1,003,863	\$308	2028
2029	9,216,254	11,679,988,500	\$0.79	11,345,919	(3,718,096)	16,844,077	\$1.44	(247,765)	\$300	2029
2030	8,875,092	11,730,563,500	\$0.76	12,825,756	(3,907,759)	17,793,089	\$1.52	949,012	\$316	2030
2031	7,964,108	11,781,357,600	\$0.68	12,563,473	(3,905,028)	16,622,553	\$1.41	(1,170,536)	\$293	2031
2032	7,436,105	11,832,371,600	\$0.63	12,337,995	(3,913,729)	15,860,371	\$1.34	(762,182)	\$279	2032
2033	6,963,260	14,083,335,600	\$0.49	12,070,709	(3,908,743)	15,125,226	\$1.07	(735,144)	\$265	2033
2034	6,613,016	14,144,317,300	\$0.47	11,958,653	(3,910,088)	14,661,582	\$1.04	(463,645)	\$256	2034
2035	5,981,705	14,205,563,000	\$0.42	11,857,669	(3,912,414)	13,926,960	\$0.98	(734,621)	\$242	2035
2036	5,420,269	14,267,074,000	\$0.38	11,664,288	(3,866,480)	13,218,077	\$0.93	(708,884)	\$228	2036
2037	4,647,296	14,328,851,200	\$0.32	11,230,540	(3,837,822)	12,040,015	\$0.84	(1,178,062)	\$207	2037
2038	3,979,080	17,054,740,000	\$0.23	10,767,735	(3,698,536)	11,048,279	\$0.65	(991,736)	\$189	2038
2039	3,127,581	17,128,588,100	\$0.18	10,429,324	(3,575,768)	9,981,137	\$0.58	(1,067,142)	\$170	2039
2040	2,715,288	17,202,755,900	\$0.16	10,087,774	(3,444,437)	9,358,625	\$0.54	(622,512)	\$159	2040
2041	2,209,316	17,277,244,800	\$0.13	10,080,576	(3,441,818)	8,848,074	\$0.51	(510,551)	\$150	2041
2042	1,956,619	17,352,056,300	\$0.11	10,079,646	(3,444,749)	8,591,516	\$0.50	(256,558)	\$145	2042
2043	1,207,088	20,653,072,900	\$0.06	10,079,244	(3,447,907)	7,838,425	\$0.38	(753,091)	\$131	2043
2044	402,000	20,742,502,000	\$0.02	10,088,479	(3,451,048)	7,039,432	\$0.34	(798,993)	\$118	2044
2045	0	20,832,318,200	\$0.00	9,319,436	(2,681,809)	6,637,627	\$0.32	(401,805)	\$110	2045
2046		20,922,523,400	\$0.00	6,920,353	(1,234,463)	5,685,889	\$0.27	(951,738)	\$94	2046
2047		21,013,119,200	\$0.00	4,234,000	(934,920)	3,299,080	\$0.16	(2,386,809)	\$54	2047
2048		25,010,608,200	\$0.00	2,069,824	(621,992)	1,447,832	\$0.06	(1,851,248)	\$24	2048
2049		25,118,905,700	\$0.00	1,037,736	(311,832)	725,904	\$0.03	(721,928)	\$12	2049
2050		25,227,672,000	\$0.00	0	0	0	\$0.00	(725,904)	\$0	2050
Total	135,372,033			223,631,668	(73,713,286)					Total

Annual tax levy needed for debt service

Notes:

1) Assumes a \$150,000 assessed value home for January 1, 2023 values with revaluations for budget years 2028, 2033, 2038, 2043, and 2048 resulting in the assessed value increasing to \$208,004 in 2028, \$246,506 in 2033, \$292,136 in 2038, \$346,212 in 2043, and \$410,298 in 2048.

Debt – G.O. Capacity

Existing Debt				
Year Ending	Projected Equalized Value (TID IN) ¹	Debt Limit	Existing Principal Outstanding	% of Limit
2023	9,863,427,300	493,171,365	207,322,000	42%
2024	10,834,009,900	541,700,495	190,154,000	35%
2025	11,270,040,533	563,502,027	172,211,000	31%
2026	11,723,619,859	586,180,993	154,195,000	26%
2027	12,195,454,151	609,772,708	137,950,000	23%
2028	12,686,278,107	634,313,905	122,875,000	19%
2029	13,196,855,994	659,842,800	109,470,000	17%
2030	13,727,982,837	686,399,142	97,245,000	14%
2031	14,280,485,659	714,024,283	86,505,000	12%
2032	14,855,224,769	742,761,238	75,930,000	10%
2033	15,453,095,098	772,654,755	65,645,000	8%
2034	16,075,027,596	803,751,380	55,365,000	7%
2035	16,721,990,680	836,099,534	45,640,000	5%
2036	17,394,991,744	869,749,587	36,930,000	4%
2037	18,095,078,723	904,753,936	28,900,000	3%
2038	18,823,341,731	941,167,087	21,820,000	2%
2039	19,580,914,752	979,045,738	15,920,000	2%
2040	20,368,977,412	1,018,448,871	11,000,000	1%
2041	21,188,756,811	1,059,437,841	7,240,000	1%
2042	22,041,529,435	1,102,076,472	3,875,000	0%
2043	22,928,623,145	1,146,431,157	1,405,000	0%
2044	23,851,419,243	1,192,570,962	0	0%
2045	24,811,354,626	1,240,567,731		0%
2046	25,809,924,017	1,290,496,201		0%
2047	26,848,682,299	1,342,434,115		0%
2048	27,929,246,933	1,396,462,347		0%
2049	29,053,300,477	1,452,665,024		0%

Proposed Debt				
Proposed Principal Outstanding	Combined Principal: Existing & Proposed	% of Limit	Residual Capacity	Year Ending
	\$207,322,000	42%	\$285,849,365	2023
8,500,000	\$198,654,000	37%	\$343,046,495	2024
41,650,000	\$213,861,000	38%	\$349,641,027	2025
80,615,000	\$234,810,000	40%	\$351,370,993	2026
110,104,768	\$248,054,768	41%	\$361,717,940	2027
123,317,820	\$246,192,820	39%	\$388,121,085	2028
135,278,123	\$244,748,123	37%	\$415,094,677	2029
128,764,579	\$226,009,579	33%	\$460,389,563	2030
121,821,021	\$208,326,021	29%	\$505,698,262	2031
114,791,213	\$190,721,213	26%	\$552,040,025	2032
107,713,839	\$173,358,839	22%	\$599,295,915	2033
100,427,504	\$155,792,504	19%	\$647,958,875	2034
92,910,726	\$138,550,726	17%	\$697,548,808	2035
85,246,930	\$122,176,930	14%	\$747,572,657	2036
77,674,446	\$106,574,446	12%	\$798,179,490	2037
70,226,499	\$92,046,499	10%	\$849,120,587	2038
62,781,205	\$78,701,205	8%	\$900,344,532	2039
55,341,563	\$66,341,563	7%	\$952,107,308	2040
47,565,448	\$54,805,448	5%	\$1,004,632,392	2041
39,430,604	\$43,305,604	4%	\$1,058,770,867	2042
30,919,636	\$32,324,636	3%	\$1,114,106,521	2043
22,005,000	\$22,005,000	2%	\$1,170,565,962	2044
13,470,000	\$13,470,000	1%	\$1,227,097,731	2045
7,005,000	\$7,005,000	1%	\$1,283,491,201	2046
2,995,000	\$2,995,000	0%	\$1,339,439,115	2047
1,015,000	\$1,015,000	0%	\$1,395,447,347	2048
0	\$0	0%	\$1,452,665,024	2049

% of statutory debt limit utilized

Notes:

1) Projected TID IN EV based on discounted 6-year average at 4.02% annual growth.

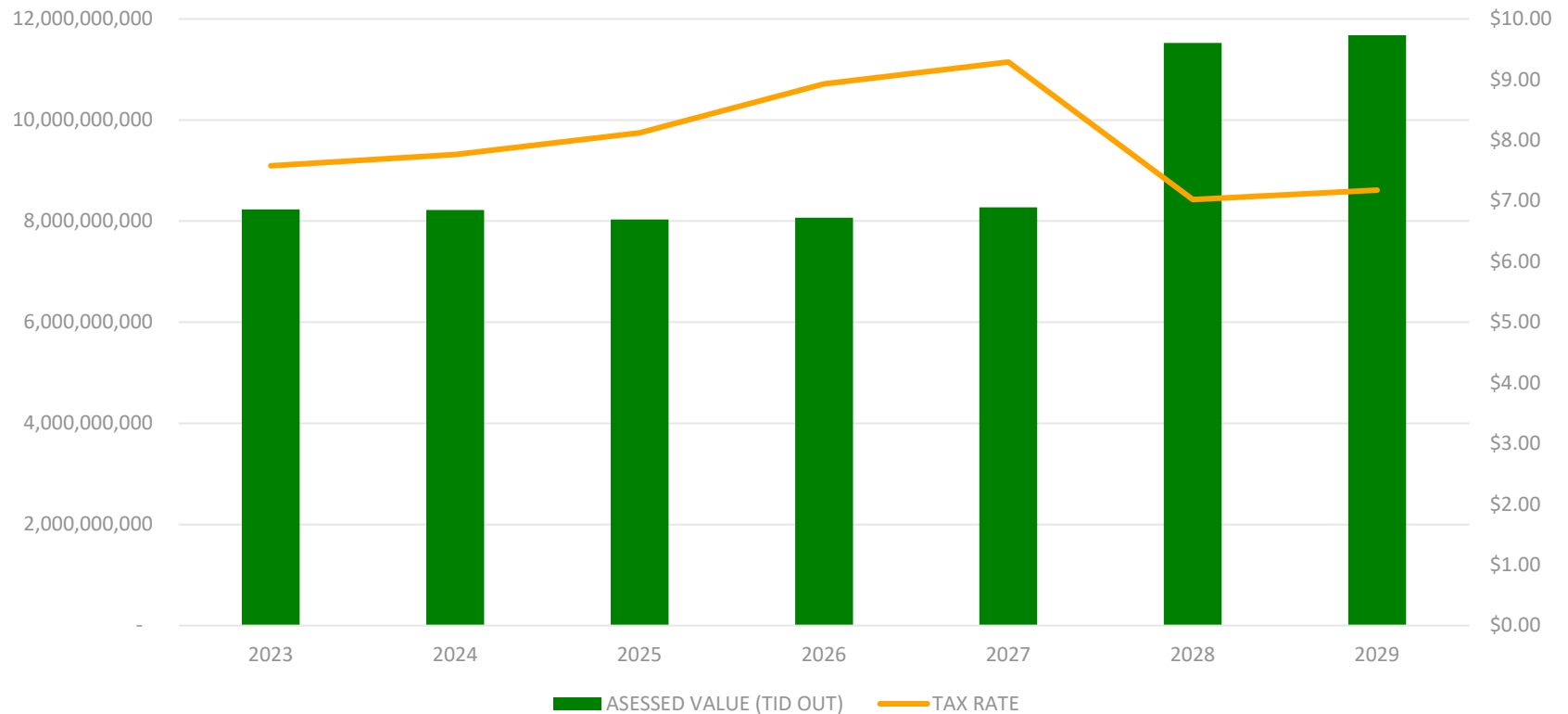
Levy Projection

	Actual 2023	Budget 2024	2025	2026	Projected 2027	2028	2029
LEVY FUNDS							
FUND							
General Fund	47,575,729	48,443,726	49,830,800	53,202,320	56,146,208	59,203,566	62,378,949
Debt Service Fund	10,019,666	10,523,916	10,793,855	14,199,054	16,087,980	17,091,843	16,844,077
Transit Operating	1,248,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
Public Safety/Gov IT Equipment Levy	108,500	126,000	167,000	167,000	167,000	167,000	167,000
Police Equipment Replacement	372,639	20,000	60,000	60,000	60,000	60,000	60,000
Insp/Planning Equipment Replacement	30,000	60,000	50,000	50,000	50,000	50,000	50,000
PRF Equipment Replacement	35,000	114,340	114,340	114,340	114,340	114,340	114,340
DPW Equipment Replacement	100,000	210,000	190,000	190,000	190,000	190,000	190,000
Self - Ins/Workers Comp	1,102,230	1,102,230	883,361	883,361	883,361	883,361	883,361
Self - Ins Liability	634,172	645,390	698,689	698,689	698,689	698,689	698,689
Health Insurance Escrow	1,200,000	1,300,000	1,175,000	1,175,000	1,175,000	1,175,000	1,175,000
TOTAL REVENUES	62,425,937	63,845,602	65,263,045	72,039,764	76,872,577	80,933,798	83,861,417
Change in General Fund levy from prior year	7.80%	1.82%	2.86%	6.77%	5.53%	5.45%	5.36%
Change in Debt Service levy from prior year	3.40%	5.03%	2.57%	31.55%	13.30%	6.24%	-1.45%
TOTAL PROPERTY TAX LEVY	62,425,937	63,845,602	65,263,045	72,039,764	76,872,577	80,933,798	83,861,417
Change in Levy	8%	2%	2%	10%	7%	5%	4%
ASESSED VALUE (TID OUT)	8,234,499,700	8,221,702,300	8,034,541,200	8,069,331,300	8,275,015,400	11,525,151,900	11,679,988,500
TAX RATE	\$7.58	\$7.77	\$8.12	\$8.93	\$9.29	\$7.02	\$7.18
TAX RATE DELTA (\$)	(\$2.21)	\$0.18	\$0.36	\$0.80	\$0.36	(\$2.27)	\$0.16
Taxes on \$150,000 home ¹	\$1,137	\$1,165	\$1,218	\$1,339	\$1,393	\$1,461	\$1,494
Taxes Delta (\$)		\$28	\$54	\$121	\$54	\$67	\$33
Taxes Delta (%)		2.4%	4.6%	9.9%	4.1%	4.8%	2.2%

1) Assumes a \$150,000 assessed value home for 2023 with a revaluation for budget year 2028 resulting in the assessed value increasing to \$208,014 for 2028-2029.

Levy Projection (cont)

Chart 2. Assessed (TID OUT) value and Tax Rate Forecast

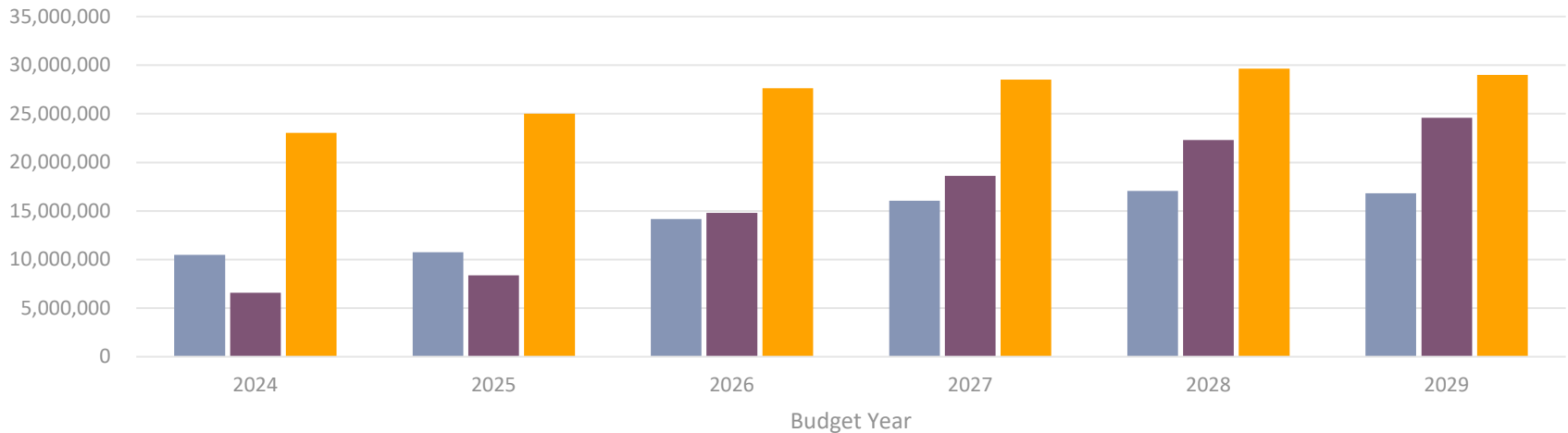


Levy Limits Forecast

Levy Year	2023	2024	2025	2026	2027	2028
Calendar/Budget Year	2024	2025	2026	2027	2028	2029
10 Allowable Levy	63,845,602	65,263,045	72,039,764	76,872,577	80,933,798	83,861,417
Post July 1, 2005 G.O. Debt	23,042,400	25,026,612	27,628,761	28,512,451	29,656,720	28,988,188
Debt Service Paid but not Claimed as Adjustment	3,910,565	2,379,279	0	0	0	0
Additional Levy Limit Capacity for Abated Debt Service	12,552,884	14,267,757	12,835,261	9,894,780	7,349,138	4,410,029
Line E Adjustment Used for Operations	0	0	629,446	2,564,692	5,250,740	7,769,081

Demonstrates abated debt used to pay for operating expenses.
(note that abatements include \$1.5M/year of cash applied to debt service)

Unused Levy Limit Capacity



Expenditure Restraint Forecast

Budget Year	2024	2025	2026	2027	2028	2029
Payment Year	2025	2026	2027	2028	2029	2030
Net New Construction	87,439,800	148,060,200	67,259,724	69,966,690	72,782,602	75,711,845
Total EV	9,135,224,100	9,863,427,300	10,834,009,900	11,270,040,533	11,723,619,859	12,195,454,151
NNC (%)	0.96%	1.50%	0.62%	0.62%	0.62%	0.62%
Forecasted Net New Construction (60%)^	0.57%	0.90%	0.37%	0.37%	0.37%	0.37%
Forecasted CPI-U Increase	5.40%	3.20%	2.80%	2.80%	2.80%	2.80%
Maximum Increase to Qualify	6.00%	4.10%	3.20%	3.20%	3.20%	3.20%
Projected Increase	6.85%	3.73%	2.58%	3.12%	3.14%	3.16%
Qualify ¹	N/A	YES	YES	YES	YES	YES
Estimated Municipal Equalized Tax Rate	\$6.90	\$6.49	\$6.89	\$6.93	\$7.02	\$6.94

1) Under WI Act 12, municipalities that received a payment in 2024 will receive a payment in 2025. The general fund budget percent change from 2023 to 2024 does not impact the City's qualification as the 2023 budget qualified for a 2024 ERP payment.

Summary

Wages/Services continue to be the biggest driver of expenditure growth and will continue to be impacted by inflationary pressures.

Capacity exists to fund capital improvement and facility needs but their funding needs to be weighed against tax impact.

Levy limits continue to be a concern, the City has available capacity to absorb increases now, but long-term structure may be unbalanced depending on actual net new construction and non-levy revenues.





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # Q.3

To approve the 2025 borrowing request as part of the Capital Improvement Plan.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. 2025 CIP GENERAL LEVY BORROWING AS OF 11-25-24

2025 Borrowing Requests

General Levy

EQUIPMENT	Project Name	2025 Proposed	2025 Reductions	Revised 2025 request	
Fire	Dash Cameras - Axon	728,906	728,906	-	Delay
	Dishwasher ST 7 - new unit	17,700		17,700	
	Drone	20,000		20,000	
	Fleet Modems	150,480	150,480	-	Replace as needed
	Gear Washer & Dryer St 8	21,000		21,000	
	Lucas CPR devices	300,250	240,000	60,250	Stagger purchase
	Outdoor warning siren site 12	31,500		31,500	
	Outdoor warning siren site 4	31,500	31,500	-	
	Video Conference System - new unit	196,500	196,500	-	All stations
	Water Rescue Suits	20,000		20,000	
Parks	72" Deck Mower - Unit 127	27,300		27,300	
	Mini Track with Attachments-new addition	64,500	64,500	-	Delayed
	Tool cat w/Snowblower & broom - Unit 234	106,500	106,500	-	Delayed
Police	Hand Held Radios 2025	82,000		82,000	
	Mobile Radios 2025	27,000		27,000	
	Patrol Rifle Replacement 2025	122,000		122,000	Year 2 of 3
	Zodiac Boat Replacement 2025	25,000	25,000	-	Potential to share with Fire
Total - Equipment		1,972,136	1,543,386	428,750	

FLEET	Project Name	2025 Proposed	2025 Reductions	Revised 2025 request	
DPW	Asphalt hot box trailer (4-ton)	75,000		75,000	
	Automated refuse truck	690,000		690,000	
	Sidewalk tractor	116,000		116,000	
	Tandem axle dump/lift gate/wing/plow	315,000		315,000	
	Tandem axle dump/wing/plow	610,000		610,000	
Fire	Ambulance MED 421	470,000	470,000	-	3yr - APPROVAL TO ORDER
	Battalion Vehicle BC431	150,000		150,000	
	Command Vehicle CMD 411-council appvd	750,000		750,000	
	Fire Marshal FM 496	60,000	60,000	-	Swapping pickup w/Police
	Ladder Truck LA461-council approved	2,034,000		2,034,000	
	Marine 1 Fire Boat	450,000	400,000	50,000	Upgrade
	Specialty Vehicle Ambulance EMS 1	125,000		125,000	
	Staff Vehicle CH401	100,000		100,000	
	Staff Vehicle CH402	100,000		100,000	
	Staff Vehicle CH403	100,000		100,000	
	Support Vehicle Shop PU10	70,000		70,000	
	Urban Search and Rescue Vehicle	2,000,000	2,000,000	-	APPROVAL TO ORDER
	Zodiac - Boat	20,000		20,000	Grant application pending
Parks	Park maintenance vehicles (2)	-		-	2 positions added in 25 budget -swap Police pickups \$117K
	1/2 Ton 4x2 Regular Cab Pickup - Unit 55	58,500		58,500	
	1/2 Ton 4x4 Regular Cab Short Box P/U - Unit 93	58,500		58,500	
	3/4 4x4 Regular Cab with Plow - Unit 51	67,700		67,700	
	Conservation Corps 12 Passenger Van - New Addition	53,000		53,000	Director looking for options
	Crew Cab Pickup Conservation Corps - New Addition	50,000	50,000	-	Swapping pickup w/Police
					reduce by 1
Police	All purpose trucks (2) 2004 & 07	137,200	68,600	68,600	
	Command Vehicle - council approved	750,000		750,000	
	Replacement Squad 41	74,500		74,500	Ext warranty / 5yr replacement

	Replacement Squad 47	74,500		74,500	
	Replacement Squad 48	74,500		74,500	
	Replacement Squad 50	74,500		74,500	
	Replacement Squad 51	74,500		74,500	
	Replacement Squad 52	74,500		74,500	
	Replacement Squad 54	74,500		74,500	
	Replacement Squad 55	74,500		74,500	
	Replacement Squad 60	74,500		74,500	
	Replacement Squad 63	74,500		74,500	
	Replacement Squad 64	74,500		74,500	
	Replacement Squad 67	74,500		74,500	
	Replacement Squad 68	74,500		74,500	
	Replacement Squad 84	74,500		74,500	
	Replacement Squad 85	74,500		74,500	
	4 additional squads/swapped squad pickups w/Fire & Parks		298,000	(298,000)	Increase to fleet
Total- Fleet		10,527,400	3,346,600	7,180,800	

				-	
				-	
MAJOR	Project Name	2025 Proposed	2025 Reductions	Revised 2025 request	
City Hall	City Hall - Mechanical Engineering	500,000	-	500,000	
	City Hall - Replace Main Electrical Serv	750,000		750,000	2nd 1/2
DPW	Reconstruct - Oak	315,000	315,000	-	Proposed non-carry over item
	Reconstruct - N Maple Ave	581,000	581,000	-	Proposed non-carry over item
	Reconstruct - Westway	590,000	590,000	-	Proposed non-carry over item
	Reconstruct - Pleasant	310,000	310,000	-	Proposed non-carry over item
	Reconstruct - Hinkle Street	432,000	432,000	-	Proposed non-carry over item
	Reconstruct - Spring Street	185,000	185,000	-	Proposed non-carry over item
	Reconstruct - St. Clair Street	775,000	775,000	-	Proposed non-carry over item
	Reconstruct - Deuchert	71,000		71,000	
	Manitowoc Rd Sidewalk design	290,000		290,000	
	Country Club road construction	700,000		700,000	
	Traffic Signals - W Mason corridor	700,000		700,000	
	Annual Asphalt resurfacing local streets	1,100,000		1,100,000	
	Annual Pavement repairs - resurfacing program	635,000		635,000	
	Annal Pavement repairs - asphalt patching/pothole	60,000		60,000	
	Annual Concrete payment repairs citywide	550,000		550,000	
	Annual Mudjacking	40,000		40,000	
	Annual sidewalks - new/replacement	225,000		225,000	
	Annual sidewalks - citywide replacement	395,000		395,000	
	Contingency	750,000		750,000	
	Expand Mill & Pave		(500,000)	500,000	Add'l to 2025 borrowing
	Bridge - Ashland Ave design	365,000		365,000	
	Bridge - maintenance & concrete repairs	175,000		175,000	
	Bridge - structural steel painting	280,000		280,000	
	Bridge - Rehabilitation design-Webster Av	175,000		175,000	
	Bridge - Rehabilitation Danz Av	160,000		160,000	
	Bridge - Rehabilitation 7th St	125,000		125,000	
	Bridge - Mitschke Mechanical - phase 3	375,000		375,000	
	Bridge - Nitschke Structural - phase 1	920,000	920,000	-	Proposed non-carry over item
	Bridge - Contingency	250,000		250,000	
	Facilities - WSG Rooftop solar	170,000		170,000	
	Facilities - Lore lane trench drains	100,000		100,000	
	Facilities - WSG concrete planter repairs	100,000		100,000	
	Facilities - WSG salt storage shed repairs	100,000		100,000	

	Facilities - ESG sewer shop reroof	120,000		120,000	
	Facilities - ESG rooftop solar	135,000		135,000	
Fire	Building expansion - Shop	50,000		50,000	
	Garage Doors/Openers ST 4	31,350		31,350	
	HVAC ST 7	41,700		41,700	
	Lot - Rear, Shop	52,250		52,250	
	Lot St 6	52,250		52,250	
	Windows ST 5	104,500		104,500	
	Windows ST 6	104,500	104,500	-	
Parks	Beaver Dam Culvert Installation	275,000	275,000	-	Delay
	Joannes - Pool Engineering	200,000		200,000	Required
	Joannes - Pool Filter/Mechanical Replacements	250,000		250,000	
	Shop-Replace Underground Gas Tanks	450,000	450,000	-	Delay
	Porlier Pier - Removal	250,000		250,000	Safety concern/DNR
	Seymour Park - Storm water Features	55,500		55,500	
	Ted Fritsch Splash Pad	250,000		250,000	plus Oneida donation 100K
	Triangle Hill - Snow Making/Grooming	350,000		350,000	
	Wildlife Sanctuary - Residence Siding	50,000	50,000	-	Deferred
Police	Police headquarters remodel	7,000,000	6,000,000	1,000,000	2025 Design & eng
Total - Major		23,071,050	10,487,500	12,583,550	

General Levy borrowing request	28,570,586	9,377,486	19,193,100
Police headquarters remodel	7,000,000	6,000,000	1,000,000
	35,570,586	15,377,486	20,193,100

DEPARTMENT SUMMARY:	2025 Proposed	2025 Reductions	Revised 2025 request
Police - equipment & fleet	1,510,700	(358,400)	1,119,100
Police/Fire-Command bus- cc approved	1,500,000	1,500,000	1,500,000
Fire - ladder truck council approved	2,034,000	2,034,000	2,034,000
Fire - equipment & fleet	5,162,836	1,493,386	885,450
Fire - Major & buildings	436,550	104,500	332,050
DPW refuse trucks council approved	690,000	690,000	690,000
DPW - equipment	1,116,000	(690,000)	1,116,000
DPW - Bridges	2,825,000	920,000	1,905,000
DPW - Facilities	725,000	-	725,000
DPW - Infrastructure	8,704,000	2,688,000	6,016,000
City Hall	1,250,000	-	1,250,000
Parks - equipment & fleet	486,000	221,000	265,000
Parks - Major & buildings	2,130,500	775,000	1,355,500
TOTAL GENERAL LEVY BORROWING	28,570,586	9,377,486	19,193,100

2025 BORROWING GOAL

GOAL - 10 year borrowing	5,535,000		5,535,000
GOAL - 20 year borrowing	11,815,000		11,815,000
	17,350,000		17,350,000

Police Headquarters	7,000,000	6,000,000	1,000,000
	24,350,000		18,350,000

General levy borrowing over goal 1,843,100

	New items in 2025 request
	Original general levy borrowing
	Proposed change

2025 Borrowing Requests - non levy

		2025 Proposed	2025 Reductions	Revised 2025 request	
Parking Division	Elevator equipment (Pine Ramp)	200,000		200,000	
	Contingency	50,000	50,000		Use of Fund balance
	Parking Ramp Repairs-Cherry	600,000		600,000	
Total Parking Division		850,000	50,000	800,000	
Storm Sewer	Annual borrowing	5,358,000	2,166,000	3,192,000	Proposed non-carry over item
	10,000 GVW Bobcat Trailer - Unit 112	15,900		15,900	Forestry equipment
	180 HP 18" Capacity towable brush chipper - Unit 210	16,260		16,260	Forestry equipment
	2300 Lbs., Skid steer - new addition	87,800		87,800	Forestry equipment
	1 Ton Box Truck - Unit 5	86,000		86,000	Forestry fleet
	19500 GVW Cab and Chassis with body and boom lift-Addition	195,000		195,000	Forestry fleet
	26,000 GVW Truck with Chipper Box/Hoist - Unit 50	182,700		182,700	Forestry fleet
	70' Aerial Truck - Unit 87	330,000		330,000	Forestry fleet
				-	
Total Storm Sewer		6,271,660	2,166,000	4,105,660	
Sanitary Sewer	Annual borrowing	3,250,000	1,375,000	1,875,000	Proposed non-carry over item
		-		-	
Total Sanitary Sewer		3,250,000	1,375,000	1,875,000	
TIF'S	TIF 22 - Shipyard Phase II	5,000,000		5,000,000	Grant match
	TIF 27 - New Land housing-taxable	8,500,000		8,500,000	
				-	
Total Tax Increment Financing		13,500,000	-	13,500,000	

GENERAL LEVY BORROWING	35,570,586	15,377,486	20,193,100
OTHER FUND SOURCES BORROWING	23,871,660	3,591,000	20,280,660
TOTAL 2025 PROPOSED BORROWING REQUEST	59,442,246	18,968,486	40,473,760



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # Q.4

To approve the purchase a Verkada Electronic AccessControl / Alarm System for the City of Green Bay, City Hall for a total cost of \$107,955.90 using 2024 borrowed funds.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Finance Request 11-19-24 Verkada Security System GBCH v3



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

Phone 920.448.3047
Fax 920.448.3050

11/12/2024

Finance Committee 11/19/2024.

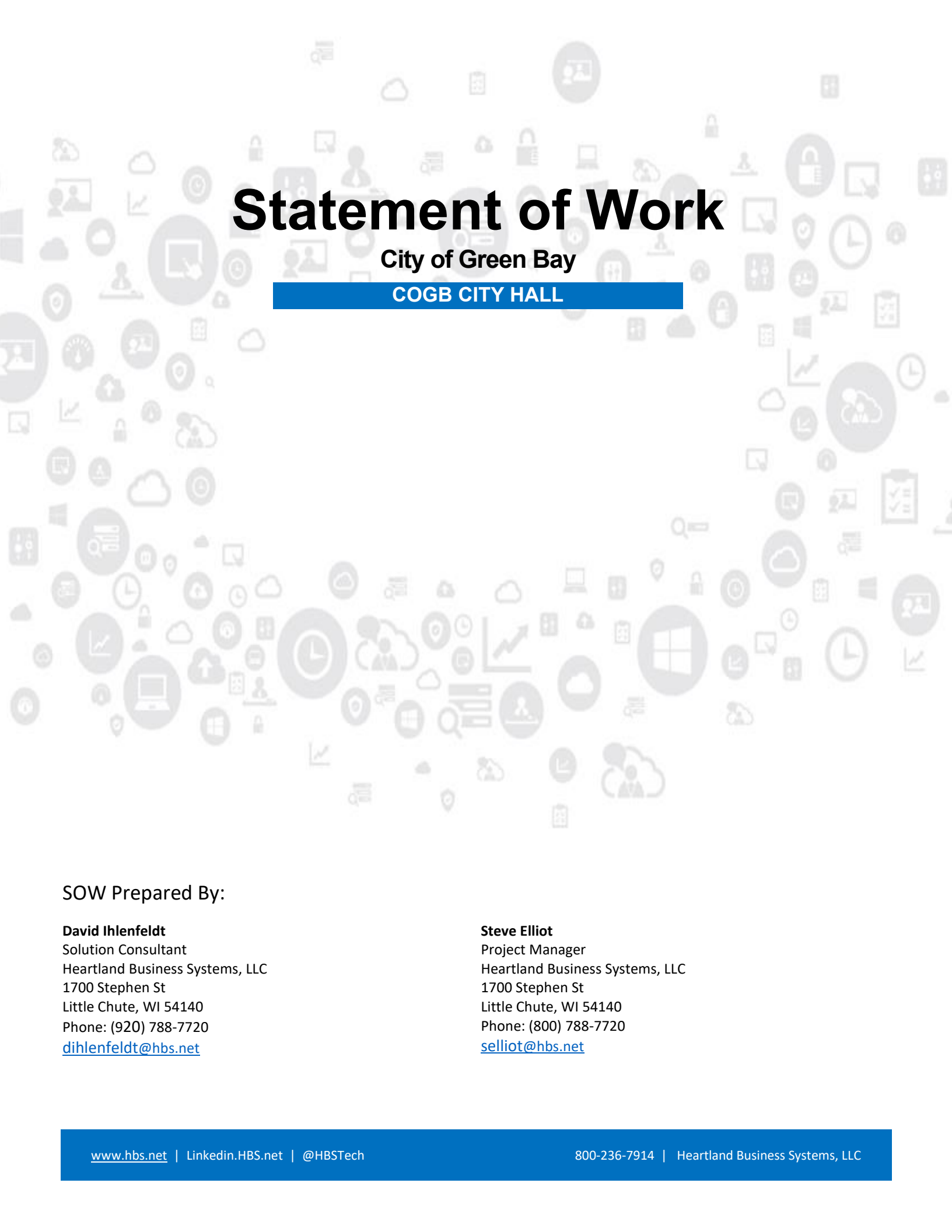
Consideration and possible action to approve the Purchase of Verkada Electronic Access Control / Alarm System for City of Green Bay City Hall for a total cost of \$107,955.90. This is a Contract Purchase on the State of Wisconsin TIPS Contract #220105

This is a budgeted expense through IT Door Access Replacement 421120-55501-82026.

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

A dense, light-gray background collage of various business and technology icons, including people, clouds, charts, and devices, scattered across the entire page.

Statement of Work

City of Green Bay

COGB CITY HALL

SOW Prepared By:

David Ihlenfeldt

Solution Consultant
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dihlenfeldt@hbs.net

Steve Elliot

Project Manager
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Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS”) for City of Green Bay (hereinafter referred to as “Customer Abrv.” or “Customer”).

- Verkada Electronic Access Control / Alarms System
 - City Hall: 41 Door Locations
 - Qty (5) Total Panels installed at City Hall
 - Install door access controllers in existing network closets
 - (3) AC-62 Controllers Located in 1st Floor MDF
 - Install Elevator I/O Controller in existing network closet
 - (1) AX-11 Controller Located in 1st Floor MDF
 - Install Alarm Panel in existing network closet
 - (1) BP-41 Panel Located in 1st Floor MDF
 - Alerts for Existing sensors
 - Re-use door hardware and cabling at all existing locations
 - Qty (6) Alarm Hubs installed in ceiling
 - (1) Located on each floor 1-6
 - Sync with Wireless Panic Buttons throughout building
- Re-use customer’s existing credentials
- Will need to work with current intrusion vendor for alarms integration
- Will need to work with current elevator vendor for elevator access control integration
- Verkada licensing terms presented as 1, 3, or 5-year agreements

Project Scope

HBS will provide the following services (hereinafter referred to as the “Scope”):

In Scope

- Project Management
- Database design meeting
- Provide, install, terminate, and test yellow CAT6 data cable
- Provide, install, terminate, and test yellow door access cable
- Provide patch panel(s)
- Provide patch cable(s)
- Provide, install, terminate, and test door access hardware
- Provide, install, terminate, and test environmental sensors
- Provide, install, terminate, and test door access panels
- Database and device programming
- Administrative and user training
- Provide as-build PDF following signed Project Closure letter returned to HBS Project Manager



Outdoor Working Conditions

- Outdoor work will only be performed during conditions that are safe for the engineer to work.
- Resources will be cancelled/rescheduled for outdoor work at any time due to unsafe conditions or adverse weather.
- HBS engineers will have the authority to decide if adverse weather or unsafe conditions are present and prohibit outdoor work from being conducted safely.
- Any work cancelled due to unsafe conditions or adverse weather will be rescheduled.
- Examples of unsafe conditions and adverse weather include but are not limited to:
 - Snowing
 - Strong winds (Exceeding 30 miles per hour)
 - Temperatures below 32 degrees Fahrenheit
 - Temperatures above 100 degrees Fahrenheit
 - Raining / Thunderstorms or Lightning

Out of Scope

- Provide database information
- Cut in Door Strikes
- Installation of Pedestals for Garage Entry and cable path to pedestals
- Owner provided equipment in good working order and credentials known
- Network configuration
- Network switch ports
- High voltage electric work (receptacles or circuits)
- Rackspace available
- Wall space available
- Coordination with current vendors for system integrations
- Equipment and trash disposal
- Any work or material not specifically identified in this document is not included in this Agreement. The out-of-scope items shall include the following: Deployment of any additional equipment not specifically listed in this SOW or Quote for the project.

Why Heartland?

Heartland Business Systems provides expert and comprehensive structured data and fiber optic cabling along with network installation services for data, voice, audio and video systems in a variety of different environments using the *TIA/EIA-568* standards.

With a team of trained and Bicsi certified engineers and technicians, Heartland will build your system from the ground up or upgrade your current configuration depending on your needs. From racks and cabinets to wireless installations to voice and data systems, our experience will configure a system that best fits your needs.

Our Cat 6/5E cabling includes a 20 year parts and labor warranty.

<http://www.commscope.com/docs/a-warranty-you-can--trust.pdf>



Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors.
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process as necessary.

Customer Responsibilities

Site and System(s) Readiness

The items listed below shall be the responsibility of the customer:

- Completed prior to installation team arriving onsite
 - City Hall:
 - Qty (10) Network Switch Ports available in 1st Floor Closet
 - Configured according to vendor specifications
 - Qty (4) 120V Outlets available for new door access panels
 - All located in 1st Floor network closet
 - Coordination with elevator and intrusion vendor for scheduling integration
 - General Contractor to cut in door strikes on door additions.

Working Conditions and Access

The items listed below shall apply to the extent applicable:

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.



- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.

Testing, Notification and Change Control

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.
- Customer will assist with the design, testing and validation of the project Deliverables .
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

Milestones

The project milestones below are utilized to track progress against the Project Plan.

#	Milestone
1	Database design meeting
2	Data and door access cable pulled to end locations
3	Verkada door access system installed and programmed
4	Verkada sensors and alarm system installed and programmed
5	Training
6	Signed Project Closure letter returned to HBS Project Manager

Deliverables

The following are the deliverables HBS will provide to Customer (hereinafter referred to as “Deliverables”) for this project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverables
1	Database design document
2	Verkada door access system installed and programmed
3	Verkada sensors and alarm system installed and programmed



4	As-built PDF
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Fixed Fee Pricing

This SOW is fixed fee. Any additional work required under a Change Order will also be billed to City of Green Bay

Service and equipment identified in this SOW do not include any taxes that may be applicable. Any such taxes shall be specified on an invoice as a separate line item.

City of Green Bay agrees to compensate HBS for providing the Deliverables as stated in the attached Quote.

Project Completion

Project will be complete when all Deliverables have been provided to Customer.

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.

Terms

Binding Agreement. This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

Order of Precedence. Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

Work Hours. All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing.

General. No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.



Confidentiality. Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

COGB City Hall
Quote #323936 v4

Prepared For:
City of Green Bay

 Dave Wilquet
 100 N. Jefferson St.
 Green Bay, WI 54301

P: (920) 448-3051

E: dave.wilquet@greenbaywi.gov

Prepared By:
Heartland Business Systems

 Rich Roehrick
 1700 Stephen Street
 Little Chute, WI 54140

P: 9208107223

E: rroehrick@hbs.net

Date Issued:
10.31.2024
Expires:
11.30.2024

City Hall		Price	Qty	Ext. Price
ACC-BAT-4AH	IP Door Controller Accessory - Battery - 12VDC - 4AH	\$110.12	2	\$220.24
AC62-HW	IP Door Controller - 16 Door - 2 Aux	\$4,523.54	3	\$13,570.62
ACC-BAT-18AH	IP Door Controller Accessory - Battery - 12VDC - 18AH	\$596.71	3	\$1,790.13
AX11-HW	IP IO Controller - 16 Inputs, 16 Outputs	\$1,365.00	1	\$1,365.00
BP41-HW	IP Alarm Panel - 32 Inputs, 2 Outputs	\$852.80	1	\$852.80
BH61-HW	IP Wireless Hub - POE Panic Button Hub	\$852.80	6	\$5,116.80
BR33-HW	Verkada Wireless Panic Button	\$169.88	33	\$5,606.04
20NKS-00-000000	HID - Card Reader - Signo - Mullion - Weigand - Pigtail	\$253.35	10	\$2,533.50
5200C-12/24D-630	Electric Strike - 12/24VDC - Cylindrical Locksets - Stainless Steel	\$141.45	10	\$1,414.50
180-12WG-B	Door Position Switch - 3/4in. Recess Mount - Wide Gap - Terminal Connection - Brown	\$6.65	10	\$66.50
DS150I	Request to Exit - Passive IR - Grey - Pigtail	\$76.99	10	\$769.90
702790-04-1RL	Cable - Plenum - Composite - 22-3P Overall Shield - 18/4 - 22/2 - 22/4 - Yellow - 1000ft.	\$1,012.24	2	\$2,024.48
CS34P YEL C6 4/23 U/UTP CPK 1KFT	Cable - Plenum - CAT6 - Yellow - 1000ft.	\$362.96	2	\$725.92
CPP-UDDM-M-1U-24	Patch Panel - Modular - 24 Port	\$76.73	1	\$76.73
SMB-1P-448	Patch Panel - Modular - Surface Box - Ivory - 1 port	\$3.81	6	\$22.86
UNJ600-YL	Data Jack - Insert - Yellow	\$8.78	13	\$114.14
UC1BBB2-09F003	Uniprise Category 6 U/UTP Patch Cord, RJ45 to RJ45, 4-pair, yellow jacket, 3 feet	\$10.10	7	\$70.70
UC1BBB2-09F015	Uniprise Category 6 U/UTP Patch Cord, RJ45 to RJ45, 4-pair, yellow jacket, 15 feet	\$15.82	6	\$94.92
UC1BBB2-09F025	Uniprise Category 6 U/UTP Patch Cord, RJ45 to RJ45, 4-pair, yellow jacket, 25 feet	\$20.61	4	\$82.44
HBS-MISC-CABLING	Miscellaneous Expenses - Labels - Hardware - Fittings - Wiremold - Conduit - Etc.	\$2,000.00	1	\$2,000.00

City Hall		Price	Qty	Ext. Price
HBS-FF-PROJECT	Fixed Fee Project	\$24,415.00	1	\$24,415.00
		Subtotal		\$62,933.22

City Hall Licensing 5YR		Price	Qty	Ext. Price
LIC-AC-5Y	License - Door - 5 Year	\$852.80	41	\$34,964.80
LIC-AX-5Y	License - IO Controller - 5 Year	\$3,413.78	1	\$3,413.78
LIC-BA-5Y	License - Alarm - 5 Year	\$5,121.10	1	\$5,121.10
		Subtotal		\$43,499.68

TIPS		Price	Qty	Ext. Price
TIPS Contract #220105				

Quote Summary		Amount
City Hall		\$62,933.22
City Hall Licensing 5YR		\$43,499.68
Subtotal:		\$106,432.90
Shipping:		\$1,523.00
Total:		\$107,955.90

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2023.v2.0

Acceptance	
Heartland Business Systems  Rich Roehrick Signature / Name 10/31/2024 Date	City of Green Bay Signature / Name Initials Date

Verkada Terms

Verkada Central Station Monitoring Services and Signal Routing Services Addendum

If Heartland Business Systems, LLC ("Heartland") resells Verkada Central Station Monitoring Services and Signal Routing Services to Buyer, Heartland's Standard Terms and Conditions (the "ST&Cs") shall be supplemented by, and include the terms of this Addendum. If there are any conflicts between the terms of this Addendum and the ST&Cs, the terms of this Addendum will control with respect to the resale of the Monitoring Services by Heartland and the use of the SRS by the Buyer.

1. Definitions.

"Central Station Monitoring Service(s)" or "Monitoring Services" means: (i) the monitoring by a Central Monitoring Station of signals and data received at the Central Monitoring Station from electronic security devices at a customer's premise; (ii) the notification to the person designated by the customer as the responsible party for the premises; and/or (iii) requesting, where appropriate, the dispatch of emergency responders or other agents to a customer's premises to investigate the signals and data.

"Central Monitoring Station" is a company that provides Central Station Monitoring Services.

"Buyer" means the subscriber, as such term is commonly used in the alarm industry, that purchases the Monitoring Services from Heartland.

"Signal Routing Service(s)" or "SRS" means the automated signal and data retransmission software that Heartland is reselling to Buyer.

"Heartland Indemnified Parties" for this Addendum means Heartland and its parents, affiliates, subsidiaries, subcontractors and third parties, and each of their respective shareholders, members, partners, owners, directors, managers, officers, employees and agents.

2. **Monitoring Services.** Heartland does not itself provide the Monitoring Services, is not a Central Monitoring Station, and does not respond to signals and data, notify the personnel designated by the Buyer as the responsible parties, request dispatch of emergency responders or other agents to Buyer's premises to investigate alarm events. Rather, the SRS only routes the signals and data to a third-party platform which re-routes such information to the Central Monitoring Station. Furthermore, Heartland is simply reselling the SRS. Heartland and the Central Monitoring Station are entirely independent and unrelated entities.

3. **Indemnification; Waiver of Subrogation.** Buyer will (i) indemnify, defend, and hold harmless the Heartland Indemnified Parties, including their agents and subcontractors, from and against all claims, including those brought by third-parties, including attorneys' fees and losses, asserted against and alleged to be caused by Heartland's performance, negligence, or failure to perform any obligation under or in furtherance of this Agreement, and (ii) advance to the Heartland Indemnified Parties, including their agents and subcontractors, expenses for litigation and arbitration, including investigation and legal and expert witness fees. Buyer, on its own behalf and on behalf of any insurance carrier, waives any right of subrogation Buyer's insurance carrier may otherwise have against Heartland or Heartland's subcontractors arising out of this Agreement or the relation of the parties hereto.

4. **Limitation of Liability.** Buyer agrees that, should there arise any liability on the part of Heartland as a result of Heartland's negligent performance to any degree or negligent failure to perform any of Heartland's obligations pursuant to this Agreement or any other legal duty, equipment failure, human error, strict products liability or otherwise, that Heartland's total aggregate liability shall be limited to the amount of fees actually paid by Buyer to Heartland for Buyer's use of the SRS in the twelve-month period preceding the events that give rise to the applicable claim. Except as expressly set forth in this Agreement, Heartland makes no express warranties and expressly disclaims all implied warranties and conditions, including without limitation warranties of non-infringement, merchantability, and fitness for a particular purpose, with respect to the products and services under this Agreement, which are otherwise provided "AS IS," or that the products and services will be timely, uninterrupted, or error-free.

5. **Exculpatory Clause.** Buyer agrees and acknowledges that Heartland is not an insurer, and no insurance is offered herein. The SRS is designed to reduce certain risks of loss; however, Heartland cannot guarantee that no loss or damage will occur. Buyer therefore assumes any risk of loss or damage. Heartland is not assuming liability, and, therefore, will not be liable to Buyer or any other third party, and Buyer covenants not to sue Heartland for any loss (economic or non-economic), business loss or interruption, consequential damages (in contract or tort), exemplary, punitive, multiple, lost profits or other indirect damages, data corruption or inability to retrieve data, personal injury, or property damage sustained by Buyer or any other third party as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Heartland's breach of warranty, contract, negligent performance to any degree in furtherance of this Agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this Agreement or any other legal duty, even if a party has been advised of the possibility of such damages or losses.

6. **Insurance.** The parties intend that the Buyer assume all potential risk and damage that may arise by reason of failure of these products or services, including the Monitoring Services, and that Buyer will look to its own insurance carrier for any loss or assume the risk of loss. Subject to all limitations of liability set forth herein, Heartland will not be responsible for any portion of any loss or damage which is recovered or recoverable by Buyer from insurance covering such loss or damage or for such loss or damage against which Buyer is indemnified or insured. Buyer and all those claiming rights under Buyer waive all rights against Heartland and its subcontractors for loss or damages caused by these products or services, including the Monitoring Services, or covered by insurance to be obtained by Buyer, except such rights as Buyer or others may have to the proceeds of insurance.

7. The prevailing party in any litigation or arbitration is entitled to recover its costs and attorneys' fees from the other party. In any action or proceeding commenced by Heartland against Buyer, Buyer shall not be permitted to interpose any counterclaim. BUYER MAY BRING CLAIMS AGAINST HEARTLAND ONLY IN BUYER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR IN OUTAGAMIE COUNTY, WISCONSIN, PURSUANT TO THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this Agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision, the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Wisconsin, except for arbitration which is governed by the Federal Arbitration Act and the arbitration rules thereunder. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this Agreement. Any other action that Buyer may have or bring against

Heartland in respect to other services rendered in connection with this Agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # Q.5

To approve the purchase of a Lion Hose Training system for the Fire Department for a total cost of \$53,324.37, to be paid with Pipeline Emergency Response grant dollars.

BACKGROUND

RECOMMENDATION

Approval of the Request.

FISCAL IMPACT

ATTACHMENTS

- I. Finance Request 11-19-2024 Lion Hose Training System Fire



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

Phone 920.448.3047
Fax 920.448.3050

11/12/2024

Finance Committee 11/19/2024.

Consideration and possible action to approve the Purchase of a Lion Hose Training System with Split Flange for the City of Green Bay Fire Department for a total cost of \$53,324.37. This is a Sourcewell Cooperative Purchase Contract # 011822-LIO

The Funding Source: PERG (Pipeline Emergency Response Grant) that is secured GL 824400-55501-41218

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay



Bill To:

Green Bay Metro Fire Dept (WI - PROSPECT)
C/O: Chief Matt Knott

Dinges Fire Company

243 E Main St.
Amboy, IL 61310
Phone: 815.857.2000

www.DingesFire.com
Sales Rep: Carl Butzine
cbutzine@dingesfire.com

Ship To:

Green Bay Metro Fire Department
501 South Washington Street
Green Bay, WI 54301

Quantity	Item	Description	Price	Total
1	LionTE-HLTSWC02#	Hose Line Training System (Wireless)	\$41,572.50	\$41,572.50
1	LionTE-HLTSSF01	Split Flange Prop for HLTS	\$11,397.50	\$11,397.50

* Sales tax will be applied to customers who have not provided a tax exempt certificate.	Sub Total	\$52,970.00
* Quote Created on 10/10/2024. Pricing valid for no more than 30 days, unless noted otherwise.	Shipping	\$354.37
* Financing options may be available. Please contact your sales rep for more information and a payment estimate.	Total	\$53,324.37

SourceWell discount 3% - pricing via contract #011822-LIO

List Price:
LionTE-HLTSWC02# List price: \$42,858.25 - Sourcewell 3% discount of \$1,285.75 = \$41,572.50
LionTE-HLTSSF01 List price: \$11,750.00 - Sourcewell 3% discount of \$352.50 = \$11,397.50



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY**AGENDA ITEM # Q.6**

To accept Wisconsin Emergency Management Hazmat Regional emergency equipment grant for \$29,963.05.

BACKGROUND

Accept the Wisconsin Hazardous Materials Response System (WHMRS) Equipment Grant award for \$29,963.05 for replacement of equipment used in emergency responses that release hazardous substances pursuant to the contract for WHMRS services.

The Green Bay Fire Department will use it for equipment, supplies, and operating expenses.

Grant period Nov 18, 2024 – March 31, 2025

No local match.

Acct # 824400-43511-41235 & 824400-55108-41235

RECOMMENDATION

Approval of the request.

FISCAL IMPACT**ATTACHMENTS**

1. Tracking form
2. HRER Award Document



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

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

APPLICANT DEPARTMENT: FIRE

DATE: 11/14/2024

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: MIKE VANDENAVOND/BATTALION CHIEF

APPROPRIATE COMMITTEE: FINANCE

NAME OF GRANT/FUNDING SOURCE: Hazmat Regional Emergency Response Equipment Grant/State of Wisconsin

AMOUNT OF GRANT REQUEST: \$29963.05

LOCAL MATCH REQUIREMENT: \$0

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

TIMEFRAME OF GRANT: 11/18/24 through 03/31/2025

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

PURPOSE OF GRANT (summary): Hazmat equipment purchases

How does the grant meet City/Department needs? Purchases necessary equipment for Hazmat team

What are the personnel requirements (include both existing and new staff) of the grant? N/A

DEPARTMENT HEAD SIGNATURE: Mike Vanden Avond

PART #2: Request to Accept Grant Funds

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

AMOUNT OF GRANT AWARD: \$29,963.05

CFDA/STATE ID #: _____

LOCAL MATCH REQUIREMENT: \$0

Please describe the source of match, if applicable: State of Wisconsin

Please describe any major changes in proposed grant-funded activities: N/A

Please describe what the grant money will be spent on: Blackline G7C 5 gas monitor

Gastec Deluxe Hazmat Kit

FLIR Identifinder R425 GN

L3 Harris XL-200M Radio

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

FC = Finance Committee



STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS

DIVISION OF EMERGENCY MANAGEMENT

Phone: 608-242-3000
P.O. Box 7865 · Madison, WI 53707-7865



November 14, 2024

Matthew Knott, Fire Chief
Green Bay Fire Department
501 S Washington Street
Green Bay, WI 54301

**RE: Hazmat Regional Emergency Response/HRER WHMRS Equipment Grant
WEM Grant Number: 2024-HRER-01-14069**

Dear Matthew Knott:

Congratulations! Wisconsin Emergency Management has approved a grant award to Green Bay Fire Department in the amount of **\$29,963.05**. These funds are from WEM's Hazmat Regional Emergency Response available through the State of Wisconsin. This grant supports the Green Bay Fire Department Hazmat Regional Emergency Response/HRER WHMRS Equipment Grant project.

As Project Director, you will be responsible for seeing that funds are administered according to the approved application materials in Egrants; all requirements, including reporting, outlined in the Funding Announcement; Terms and Conditions; and enclosed Grant Agreement. To accept this award, have the Authorized Official review and sign the award agreement. **Once signed, return one copy to WEM via email to anita.smith@widma.gov, and keep a copy for your records.**

Please reach out to the WEM Grant Manager, Anita Smith, with any questions regarding your grant and responsibilities. We look forward to a collaborative working relationship with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Engle", with a long horizontal flourish extending to the right.

Greg Engle, Administrator
Wisconsin Emergency Management

HRER WHMRS Equipment SFY2024
Hazmat Regional Emergency Response/HRER WHMRS Equipment Grant
2024-HRER-01-14069

This subaward grant agreement (Agreement) is made by and between the Wisconsin Department of Military Affairs, Division of Emergency Management (WEM) and **Green Bay Fire Department** (the Grantee) to establish the obligations the Grantee must assume in exchange for an award of funds in the amount of **\$29,963.05** under the **Wis. Stat. §323.70(6)(m)**. WEM and **Green Bay Fire Department** are referred to individually as a Party and collectively as the Parties.

RECITALS

WHEREAS, WEM is authorized to make funds (Grant Funds) available under the **Hazmat Regional Emergency Response** grant program as described in the Notice of Funding Opportunity; and

WHEREAS, the Grantee applied to WEM for Grant Funds; and

WHEREAS, WEM has approved the application and the Grantee desires to accept the Grant Funds;

NOW THEREFORE, in consideration of the mutual promises set forth below and other considerations, the Parties agree as follows.

TERMS AND CONDITIONS

1. The Recitals are incorporated by reference in this Terms and Conditions section of the Agreement.
2. The Notice of Funding Opportunity (NOFO) including all Terms and Conditions as provided or referenced, and the obligations set forth in them are made part of this Agreement by reference.
3. The submitted application as approved by WEM in Egrants is incorporated by reference in the Terms and Conditions section of this Agreement.
4. The Grantee shall administer the programs or projects within the grant period for which this grant is awarded and referenced in Exhibit A, in accordance with the applicable rules, regulations, limitations, and conditions set forth in Exhibit B which are made part of this Agreement by reference.
5. The individuals executing this Agreement represent that they have the authority to sign this Agreement on behalf of and bind their respective Parties.

THE PARTIES, BY THE SIGNATURES BELOW, AGREE THAT THEY HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO BE BOUND BY THEM.

**Wisconsin Department of Military Affairs,
Division of Emergency Management
(WEM)**



11/14/2024

Greg Engle
WEM Administrator

Date

Grantee

Green Bay Fire Department

Eric Genrich

Mayor

Date

WEM Grant Agreement 2024-HRER-01-14069

Exhibit A – Approved Award

Funding Authorization Information

Funding authorization: **Wis. Stat. §323.70(6)(m)**

Assistance Listing Number (ALN) or State Identification Number: **465.313**

Notice of Funding Opportunity: **HRER WHMRS Equipment SFY2024**

Approved Award Information

Award date: **November 14, 2024**

Grantee: **Green Bay Fire Department**

UEI:

Project Title: **Hazmat Regional Emergency Response/HRER WHMRS Equipment Grant**

Grant Period: From **November 18, 2024** To **March 31, 2025**

Grant Number: **2024-HRER-01-14069** Award Amount: **\$29,963.05**

Project Director: **Matthew Knott, Fire Chief; Green Bay Fire Department**

Project Summary: The Wisconsin Hazardous Materials Response System (WHMRS) Equipment Grant program was created by Wis. Stat. §323.70(6)(m) which authorizes the Wisconsin Division of Emergency Management (WEM) to award grants to local agencies with which the division contracts for WHMRS services. The purpose of the grants is to fund the replacement of equipment used in emergency responses to releases of hazardous substances pursuant to the contract for WHMRS services.

Approved Award Budget

<u>Budget Cost Category</u>	<u>Local Match</u>	<u>Subaward</u>
Personnel		
Fringe Benefits		
Travel (Including Training)		
Equipment		\$23,500.00
Supplies & Operating Expenses		\$6,463.05
Consultants/Contractual		
Other		
Indirect		
Sum		
TOTAL APPROVED BUDGET		\$29,963.05

WEM Grant Agreement 2024-HRER-01-14069 Exhibit B – DMA/WEM Standard Terms & Conditions

Article I. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients and subrecipients must comply with any such requirements set forth in the program NOFO.

Article II. Compliance with Award Terms and Conditions

Submission of an application constitutes the recipient's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If DMA, WEM determines that noncompliance by the recipient cannot be remedied by imposing additional conditions, WEM may take one or more of the following actions, as appropriate in the circumstances:

- (a) *Temporarily withhold cash payments pending correction of the deficiency by the recipient.*
- (b) *Disallow all, or part of, the cost of the activity or action not in compliance.*
- (c) *Wholly or partly suspend or terminate the award.*
- (d) *Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.*
- (e) *Withhold further Federal awards for the project or program.*
- (f) *Take other remedies that may be legally available.*

Article III. Recipient Responsibilities

In accepting this financial assistance award (grant or cooperative agreement), the recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

Article IV. Order of Precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved in accordance with the term or condition that is the stricter of the two.

Article V. Adherence to Original Project Objectives and Budget Estimates

The recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award, and only with the written approval of the program authorizing official or delegate.

Article VI. Acceptance of Post Award Changes

In the event DMA determines that changes are necessary to the award agreement after an award has been made, including changes to period of performance or terms and conditions, subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article VII. Prior approval and modifications

All activity and the corresponding incurred expenses must be approved and have a fully executed award agreement prior to conducting the activity and/or incurring the expense unless otherwise stated in the Notice of Funding Opportunity (NOFO). The following require WEM's **advanced** written approval:

- i. Changes to key personnel*
- ii. Changes to the grant period must be submitted prior to the approved end date of the grant.*
- iii. Changes to the scope, objectives, performance measures and intent of the approved award.*
- iv. Changes to the budget that do not fall within a change to the scope or objective but exceeds the approved budget categories by ten percent (10%) of the total award.*

WEM will notify the subrecipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved. Upon approval, WEM will issue a signed Grant Adjustment Notification (GAN). All changes are not officially approved until the GAN is received by the subrecipient.

Article VIII. Allowable activity and costs

Only activity and expenses that are approved within the approved award's application may be allowable for reimbursement by grant funds. All approved costs must be allowable, allocable, necessary and reasonable. To be allowable under a grant program, costs must match the sub-grant's approved award and must comply with the following:

- (a) Be incurred and obligated (purchase order issued, class scheduled) within the performance period.
- (b) If incurred within the performance period, payment must be made within 30 days of the grant period end date and prior to submitting a request for reimbursement.

WEM Grant Agreement 2024-HRER-01-14069
Exhibit B – DMA/WEM Standard Terms & Conditions

Article IX. Project Income

All income generated as a direct result of a grant-funded project shall be deemed project income. Project income must be used for the purpose and under the conditions applicable to the award. Project income should be used as earned and accounted for in your reimbursement request.

Article X. Duplication of Benefits

Any cost allocable to a particular financial assistance award provided for may not be charged to other financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing statutes, regulations, or the financial assistance award terms and conditions.

Article XI. Procurement

Recipients and subrecipients shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal, state, local, and tribal laws and procurement standards. Under Wis. Stat. § 16.73, the State of Wisconsin's Department of Administration (DOA) is able, upon request, to provide technical purchasing information such as standard forms, manuals, product specifications, standards, and contract templates.

Article XII. Travel expenses

Recipients and subrecipients shall use their own travel policy and procedures, provided that the policy and procedure conform to applicable state law and federal law if not otherwise stated in the Notice of Funding Opportunity.

Article XIII. Equipment and supplies

Equipment and supplies must be received and placed into inventory before the end date of the grant. All personnel who utilize **equipment** purchased with funds from this grant must receive training either through the equipment vendor or other competent source specific to that piece of equipment before it is put into service. The sub-recipient is required to maintain proper training and inventory records for the appropriate retention period.

Article XIV. Acknowledgement of Funding from WEM

Recipients and Subrecipients must acknowledge their use of funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with grant funds.

Article XV. Payments and closeout

Grant funds will be paid on a reimbursement basis only and disbursed by WEM upon completion of and approval of all monitoring requirements including Program Report(s), Fiscal Report(s), and satisfaction of Special Conditions as well as verification to the best of WEM's ability that all terms, conditions and requirements have been met. If DMA/WEM determines that payment to the subrecipient was not proper after the payment has been made, WEM will notify the subrecipient of recoupment in writing in which the subrecipient has 30 days to repay WEM or appeal the decision.

Article XVI. Monitoring

- (a) Subrecipients must complete all required reporting and special conditions as stated in the NOFO, in the grant management system (Egrants), and upon the request of WEM officials.
- (c) Subrecipients must submit timely, complete, and accurate reports to the appropriate WEM officials and maintain appropriate backup documentation to support the reports for the appropriate retention period.
- (d) Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

Article XVII. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. Wis. Stats. § 19.62 (5) Personally Identifiable Information (PII) means information that can be associated with a particular individual through one or more identifiers or other information or circumstances. This includes, but is not limited to, Driver License Numbers, Social Security Numbers, Addresses, Telephone numbers, Credit Card information and/or bank account information.

Article XVIII. Maintaining, retaining and access to records

All recipients, subrecipients, successors, transferees, and assignees must comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff.

- (a) Subrecipients must maintain official grant records of all grant related activity, adherence to grant requirements, and grant funded costs. This includes but is not limited to documentation of actual time and

WEM Grant Agreement 2024-HRER-01-14069 Exhibit B – DMA/WEM Standard Terms & Conditions

effort of any personnel, materials, supplies, travel expenses, inventory records, management of assets, rational and justification to support any split allocation of costs, and any other records that support the allowability of expenditures of grant funds.

- (b) Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by the State of Wisconsin, Department of Military Affairs and/or Wisconsin Emergency Management.
- (e) Subrecipients must give access to examine and copy records, accounts, and other documents and sources of information related to the financial assistance award and permit access to facilities or personnel.

Article XIX. Nondiscrimination

In connection with the performance of work under this agreement the grantee agrees not to discriminate against any employee or grantee for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in Wis. Stats. § 51.01(5), arrest or conviction record, sexual orientation, as defined in Wis. Stat. § 111.32(13m), or national origin, or ancestry, or marital status. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and Grantees for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. The recipient shall comply with Section 504, rehabilitation Act of 1973 which prohibits discrimination on the basis of a physical condition or handicap and the Age Discrimination Act of 1975, which prohibits discrimination because of age.

Article XX. Liability

The State of Wisconsin and the Department of Military Affairs, Wisconsin Emergency Management, its agents and employees shall not be liable to the subrecipient, or to any individuals or entities with whom the subrecipient contracts for any direct, indirect, incidental, consequential, or other damages sustained or incurred because of activities, actions or inactions on the part of the subrecipient for services rendered pursuant to the Award Agreement. The subrecipient agrees to indemnify and save and hold the Department of Military Affairs, Wisconsin Emergency Management, its agents and employees harmless from all claims or causes of action arising from the performance of this award by the subrecipient or subrecipient's agent or employees.

Article XXI. Establishment of safeguards

The recipient shall ensure the establishment of safeguards to prevent employees, consultants, or members of the governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties as specified in Wisconsin Statutes § 946.10 and § 646.13.

Article XXII. Termination of Agreement.

Any termination of this grant award shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. This grant award may be terminated in whole or in part as follows:

- (a) DMA/WEM may terminate this grant award at any time for cause by delivering thirty (30) days written notice to the recipient. Upon termination, the awarding agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the awarding agency.
- (b) DMA/WEM may terminate this grant award at will effective upon delivery of written notice to the recipient, under any of the following conditions:
 - (i) If the awarding agency's funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for purchases of the indicated quantity of services, the grant may be modified to accommodate a reduction or increase in funds.
 - (ii) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments by this grant.
 - (iii) If any license or certification required by law or regulation to be held by the recipient to provide the services required by this grant award is for any reason denied, revoked, or not renewed.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # Q.7

To approve a budget amendment resolution to use \$2,700,000.00 of general fund balance towards the properties at 435 E Walnut Street, 503 E Walnut Street, 212-214 S. Madison Street, and 512 Cherry Street that settled on 9/18/2024.

BACKGROUND

Purchase of former Press Gazette building to be used for the proposed City of Green Bay Police Headquarters.

Approval of a 2024 budget amendment needed.

The Common Council approved the purchase on August 27, 2024.

Transaction closed on 9/18/2024.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Budget amendment Resolution - purchase of Press Gazette building Nov 2024
2. Real Estate Purchase Journal Entry - 435 E Walnut
3. Property purchase \$3.6M

**RESOLUTION AUTHORIZING
BUDGET AMENDMENT**

December 3, 2024

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

Pursuant to the recommendation of the Finance Committee at its meeting of November 26, 2024, the following 2024 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
Increase:	101300 55401	Police-Purchase of property	\$2,700,000.00
Increase:	101	Fund balance	\$2,700,000.00

***This budget amendment is for 2024 unbudgeted purchase of property at 435 E Walnut Street, 503 E Walnut Street, 212-214 S. Madison Street, and 512 Cherry Street with the intent to use the building for proposed City of Green Bay Police headquarters. This budget amendment is for the fund balance position of the transaction only, other funding sources were expensed for a total purchase price of \$3,600,000.00.*

Common Council approved the purchase on August 27, 2024

Transaction closed on 9/18/2024

Adopted _____

Approved _____

Mayor

Clerk

JOURNAL ENTRY FORM

DATE: 10/31/2024

PD: 10

JE NUMBER: 907

JE DESCRIPTION: Record Purchase of Properties Sold by EAMR,LLC

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	DEBIT	CREDIT
PURCHASE			
435 E Walnut Street Building Parcel #11-210 Prorated Taxes	806-25090		51,405.75
503 E Walnut Street Parking Lot Parcel #11-222 Prorated Taxes	806-25090		1,032.59
212-214 S. Madison Street Parking Lot Parcel #13-128 Prorated Taxes	806-25090		2,486.40
512 Cherry Street Parking Lot Parcel #11-206 Prorated Taxes	806-25090		6,083.21
Closing Fees	101300-53001	535.00	
Funding from Whitney TID #20	460250-55401	600,000.00	
Funding from Unspent Bond Proceeds \$300,000	423300-55401-27323 423300-55401-27331 423300-55401-27332 423300-55401-27337	31,417.71 134,852.29 43,000.00 90,730.00	
Funding from Fund Balance	101300-55401	2,700,000.00	
Cash - Wired	TOP-11002		3,539,527.05

3,600,535.00 3,600,535.00

-

Lighthouse Title, Inc.
ALTA Universal ID: 0003074
1175 Lombardi Avenue
Suite 425
Green Bay, WI 54304

File No./Escrow No. : WGB24-08323864
 Print Date & Time: September 18, 2024 11:47 am
 Officer/Escrow Officer :
 Settlement Location : 1175 Lombardi Avenue, Suite 425
 Green Bay, WI 54304

Property Address: 435 E. Walnut Street
 Green Bay, WI 54301
 503 E. Walnut Street
 Green Bay, WI 54301
 212-214 S. Madison Street
 Green Bay, WI 54301
 512 Cherry Street
 Green Bay, WI 54301

Borrower: City of Green Bay, a Wisconsin municipal corporation
 100 N. Jefferson Street
 Green Bay, WI 54301

Seller: EAMR LLC
 2715 Johnston Street NE
 Minneapolis, MN 55418

Lender:

Settlement Date: September 18, 2024
 Disbursement Date: September 18, 2024

Description	Borrower/Buyer	
	Debit	Credit
Financial		
Sale Price of Property	3,600,000.00	
Prorations/Adjustments		
Tax Proration - (435 E. Walnut St) 01/01/24 - 09/15/24		51,405.75
Tax Proration - (503 E. Walnut St) 01/01/24 - 09/15/24		1,032.59
Tax Proration - (212-214 E. Madison St) 01/01/24 - 09/15/24		2,486.40
Tax Proration - (512 Cherry Street)		6,083.21
Title Charges and Escrow/Settlement Charges		

Description	Borrower/Buyer	
	Debit	Credit
Title Charges and Escrow/Settlement Charges (continued)		
Closing Services-Buyer to Lighthouse Title, Inc.	500.00	
E-Recording Services - Buyer to Lighthouse Title, Inc.	5.00	
Government Recording and Transfer Charges		
Recording Fees to Brown County Register of Deeds	30.00	
	Debit	Credit
Subtotals	3,600,535.00	61,007.95
Due from Borrower		3,539,527.05
Totals	3,600,535.00	3,600,535.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Lighthouse Title, Inc. to cause the funds to be disbursed in accordance with this statement.

Borrower

City of Green Bay, a Wisconsin municipal corporation

BY: _____

Escrow Officer



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # Q.8

To approve the resolution to refund real estate taxes for parcel # 6-2122, St. Vincent Hospital at 1841 Gary Lane for the 2023 assessment year for a total of \$2,806.04.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Finance packet - 6-2122 St. Vincent 1841 Gary Lane



Office of the City Assessor

DATE: 11/20/2024
TO: Finance Committee
City of Green Bay
FROM: Russ Schwandt
Assessor
RE: Adjustment of **2023** REAL ESTATE Tax Bill

Please be advised that I am recommending that the **2023** tax bill be adjusted for the following Real Estate Parcel:

<u>PARCEL #</u>	<u>OWNER NAME</u>	<u>ADDRESS</u>
6-2122	St Vincent Hospital of the Hospital Sisters	1841 Gary Ln

Reason: Improvement value was left on the assessment after the home was razed.

The 2023 assessed value of the real estate was \$166,400.
The corrected 2023 real estate assessment is \$21,300.

The 2023 tax bill has been paid in full.

Refund taxes according to this adjustment.

Cc: Diana Ellenbecker

Request for Charge Back of Rescinded or Refunded Taxes

(Sec. 74.41, Wis. Stats.)

DOR USE ONLY

Case no.

1	Assessment year 2023	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN																																																																											
2	☒ Real estate parcel no. ☐ Personal property account no. 6-2122			Is this parcel in a TID? ☒ No ☐ Yes TID no. 																																																																											
3	Property owner name ST VINCENT HOSPITAL			Personal property category (see instructions) 																																																																											
4	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">Real Estate Assessment BEFORE Adjustment</th> <th colspan="4">Assessment AFTER Adjustment</th> <th rowspan="2">(g) Total Assessment Difference (c - f)</th> </tr> <tr> <th>Class</th> <th>(a) Land</th> <th>(b) Improvement</th> <th>(c) Total (a + b)</th> <th>Class</th> <th>(d) Land</th> <th>(e) Improvement</th> <th>(f) Total (d + e)</th> </tr> </thead> <tbody> <tr> <td>1 Res.</td> <td>21,300</td> <td>145,100</td> <td>166,400</td> <td>1 Res.</td> <td>21,300</td> <td>0</td> <td>21,300</td> <td>145,100</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td>0</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td>0</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td>0</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td>0</td></tr> <tr> <td>Total</td> <td>21,300</td> <td>145,100</td> <td>166,400</td> <td> </td> <td>21,300</td> <td>0</td> <td>21,300</td> <td>145,100</td> </tr> </tbody> </table>								Real Estate Assessment BEFORE Adjustment				Assessment AFTER Adjustment				(g) Total Assessment Difference (c - f)	Class	(a) Land	(b) Improvement	(c) Total (a + b)	Class	(d) Land	(e) Improvement	(f) Total (d + e)	1 Res.	21,300	145,100	166,400	1 Res.	21,300	0	21,300	145,100									0									0									0									0	Total	21,300	145,100	166,400		21,300	0	21,300	145,100
Real Estate Assessment BEFORE Adjustment				Assessment AFTER Adjustment				(g) Total Assessment Difference (c - f)																																																																							
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6	Total manufacturing interest refund/rescinded			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>(a)</td> <td>(b) = (a) x .80</td> <td>(c) = (a) x .20</td> </tr> <tr> <td></td> <td>0</td> <td>0</td> </tr> </table>	(a)	(b) = (a) x .80	(c) = (a) x .20		0	0																																																																					
(a)	(b) = (a) x .80	(c) = (a) x .20																																																																													
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7	Net taxes rescinded or refunded to be charged back to taxing jurisdictions – EXCLUDING INTEREST																																																																														
	Code	Name of Taxing Jurisdictions					Net Tax																																																																								
a.		State of Wisconsin																																																																													
b.		County BROWN																																																																													
c.1	05 - 5040	Special district GREEN BAY METRO SEWER DISTRICT																																																																													
c.2		Special district < Select a District >																																																																													
d.		Local CITY OF GREEN BAY																																																																													
e.	05 - 2289	School district GREEN BAY																																																																													
f.		Union high school district																																																																													
g.	1300	Technical college district NORTHEAST WISCONSIN TECH COLLEGE GBNBY																																																																													
h.		Total net tax rescinded or refunded – EXCLUDING INTEREST <i>(This amount is after School Levy Tax Credit.)</i>																																																																													
8	Select the appropriate statute and explanation why these taxes were rescinded or refunded. Statute no(s). 70.43 - Assessor correction of error Explanation: Assessment of building that did not exist Additional explanation: <i>(If you need more space, include as an attachment)</i> Improvement value was left on the assessment after the home was razed.																																																																														

9	Preparer name 	Email
	Daytime phone 	

ST VINCENT HOSPITAL
1841 GARY LN
GREEN BAY, WI 54307

Calculation for Real Estate - Assessed Value

FILING RECINDED/REFUNDED TAX IN 2024

ORIGINAL TAX BILL 2023

TAX ROLL YEAR 2023

PARCEL 6-2122

LAND	IMPROV	TOTAL ASSESSED VALUE	TAX RATE	TOTAL DUE	RATIO	ESTIMATED FAIR MARKET VALUE
21,300	145,100	166,400	19.34	\$3,218.00	0.9548	174,300
						TOTAL TAX
						\$3,217.95
Less first \$ Credit						\$ (74.35)
						\$3,143.60
						\$3,217.95
REVISED TAX BILL 2023						
LAND	IMPROV	TOTAL ASSESSED VALUE	TAX RATE	TOTAL DUE	RATIO	D FAIR MARKET VALUE
21,300	-	21,300	19.34	\$411.90	0.9548	22,300
						TOTAL TAX
						\$411.91
Less first \$ Credit						\$ (74.35)
						\$337.56
						\$411.91
REFUND OR RESCINDED						
LAND	IMPROV	TOTAL ASSESSED VALUE	TAX RATE	TOTAL DUE	RATIO	D FAIR MARKET VALUE
-	145,100	145,100	19.34	\$2,806.00	0.9548	152,000
						TOTAL TAX
						\$2,806.04
						\$ -
Amount City to refund						\$2,806.04
						\$2,806.04

**RESOLUTION AUTHORIZING CANCELLATION
OF 2023 REAL ESTATE PROPERTY TAXES**

December 3, 2024

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

That, pursuant to the recommendation of the Finance Committee at its meeting of November 26, 2024, the real estate property taxes for 2023 for the following parcel is hereby rescinded.

<u>Parcel</u>	<u>Amount</u>
6-2122	\$2,806.04
St. Vincent Hospital	
1841 Gary Lane	

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # Q.9

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 11.26..24 Finance Meeting

**RESOLUTION AUTHORIZING
BUDGET AMENDMENT**

December 3, 2024

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

Pursuant to the recommendation of the Finance Committee at its meeting of November 26, 2024, the following 2024 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
Increase:	101300 50501	Police-Overtime	\$240,931.06
Increase:	101300 46223	Police Overtime Reimbursement	\$240,931.06

***This budget amendment is for 2024 unbudgeted overtime for staffing at the FBI and Internet Crimes Against Children Task Forces, Misc. Presidential Campaign Rallies, Milwaukee RNC Convention and unbudgeted special events such as Notre Dame Academy Football, HS Lunch Neighborhood Security-GB Schools, and Farmers Markets.*

Increase:	101400 50501	Fire-Overtime	\$16,020.11
Increase:	101400 46223	Fire Overtime Reimbursement	\$16,020.11

***This budget amendment is for 2024 unbudgeted overtime for staffing at events such as the UWGB Cross Country Event, UWGB Soccer Event, Misc. Presidential Campaign Rallies and Brown County Fire Investigation Task Force.*

Increase:	101400 50501	Fire-Overtime	\$29,452.50
Increase:	101400 43611	Fire-State Overtime Reimbursement	\$29,452.50

***This budget amendment is for 2024 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # Q.10

To approve the Claims Committee Reports.

The Common 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 Common Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

1. Claims Committee Rpt September
2. Claims Committee Rpt October
3. Claims Committee Rpt November



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # Q.I I

To proceed as directed in closed session and give a status report at the first Finance Committee Meeting in May 2025, regarding the acquisition of the abandoned rail yard on Ashland Avenue per communication from Alder Brian Johnson – District Nine.

The Common 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 Common Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

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

BACKGROUND

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

- I. Eminent Domain of Wis. Cent. Ltd. Properties - Memo (Draft) - 6-19-24



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # R.1

To approve the request by Ald. Delie to allow the Murphy Park Neighborhood Association to work with the Park & Rec Department in planning a Pickle Ball Tournament at the new courts at Murphy Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024-10-29 Dist 10 to Parks

From: noreply@civicplus.com
To: [Celestine Jeffreys](#); [Eric Genrich](#); [Amaad Rivera](#); [Joseph Faulds](#); [Melinda Eck](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Tuesday, October 29, 2024 5:41:56 PM

Alders' Petitions and Communications

Name	Ben Delie
Committee Name	Parks Committee
Text of Communication	The Murphy Park Neighborhood Association would like to work with the Park & Rec Department in planning a Pickle Ball Tournament at the new amazing courts at Murphy Park. Thoughts for this event include food and beverage and or local food trucks and possible live music. Please move this item to refer to staff to begin planning for the summer.

Email not displaying correctly? [View it in your browser.](#)



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # R.2

To accept a \$500,000 DNR/EPA Grant to complete the necessary engineering for an Area of Concern habitat restoration project at the Wildlife Sanctuary and Renard Island Nearshore Waterway, located adjacent to Bay Beach Amusement Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Aid Agreement_Green Bay_ BayBeach DNR signed

AGREEMENT BETWEEN
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
AND THE CITY OF GREEN BAY

THIS AGREEMENT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and The City of Green Bay (Subrecipient) for the purpose of Bay Beach Wildlife Sanctuary and Renard Island Nearshore Enhancements – Planning and Design.

FOR AND IN CONSIDERATION of the terms and conditions contained in this agreement the above-named parties agree:

1. PERIOD OF AGREEMENT: This agreement shall commence upon its signing by both parties and continue until May 31, 2026, during which period all performance as described in this agreement shall be fully completed to the satisfaction of the Department.
2. CANCELLATION: The Department reserves the right to cancel this agreement in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Subrecipient to comply with terms, conditions, and specifications of this agreement.
3. ENTIRE AGREEMENT; AMENDMENTS: This agreement, together with the specifications in the bid request (if any) and referenced parts and amendments, shall constitute the entire agreement and previous communications or agreements pertaining to this agreement are hereby superseded. Any agreement revisions including cost adjustments and time extensions may be made only by a written amendment to this agreement, signed by both parties prior to the ending date of this agreement.
4. ASSIGNMENT SUBCONTRACTS: Neither this agreement nor any right or duty in whole or in part by the Subrecipient under this agreement may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this agreement or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this agreement and be bound by the terms and conditions of this agreement. Assignment in whole or in part of this agreement does not absolve the Subrecipient of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK: The Subrecipient agrees to perform the services to the satisfaction of the Department as described in the attached Scope of Work.
6. DESIGNATED CONTACTS: All communications regarding this agreement will be made through the designated contacts. The designated contacts are:

Subrecipient - Dan Ditscheit
Director, Parks, Recreation, and Forestry Department
City of Green Bay
100 N Jefferson St Ste 510, Green Bay, WI 54301
Dan.Ditscheit@greenbaywi.gov
(920) 448-3381

Department - Jessica Brandt
Lake Michigan Area of Concern Project Management Specialist
Office of Great Waters
2984 Shawano Avenue, Green Bay, WI 54313
Jessica.Brandt@wisconsin.gov
920-366-7275

7. TERMINATION:

- A. This agreement may be terminated in whole, or in part, in writing by the Department in the event of substantial failure of the Subrecipient to fulfill its obligation under this agreement, provided, that the Department shall give the Subrecipient not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.
- B. If termination is effected by the Department, an equitable adjustment in the price provided for in this agreement shall be made. Any payment due to the Subrecipient at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of the Subrecipient's default. The equitable adjustment for any termination shall provide for payment to the Subrecipient for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Subrecipient relating to commitments which had become firm prior to the termination.
- C. Upon receipt of a termination action pursuant to paragraph A above, the Subrecipient shall (1) promptly discontinue all services affected (unless the notice directs otherwise); (2) terminate all subcontracts to the extent that they relate to the performance of work terminated by the Department, and (3) deliver or otherwise make available to the Department, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Subrecipient in performing this agreement, whether completed or in process.
- D. Upon termination pursuant to paragraph A. above, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Subrecipient is liable for any excess costs for such similar work or services.
- E. The rights and remedies of the Department and the Subrecipient provided in this clause are in addition to any other rights and remedies provided by law or under this agreement.

8. PAYMENT: The Department agrees to reimburse the Subrecipient up to a total of **\$500,000** for the costs identified in the attached Scope of Work. The Subrecipient is eligible for expenses incurred from October 1, 2024.

Billings by the Subrecipient shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent to (email preferred):

DnrOgwInvoices@wisconsin.gov AND Jessica.Brandt@wisconsin.gov

Or mail to: Wisconsin Department of Natural Resources
Attn: Melissa Lake – OGW/3
P.O. Box 7921
Madison, WI 53707

Final invoices must be submitted within 60 days after the end of the agreement.

9. RECORDS ACCESS: The Subrecipient shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this agreement in accordance with generally accepted accounting principles and practices. The Subrecipient shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this agreement and a copy of the cost summary submitted to the Department. The Department, U.S Environmental Protection Subrecipient, their agents and their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Subrecipient shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
10. INDEPENDENT AGENCY: The Subrecipient is an Independent Agency for all purposes and is not an employee or agent of the Department.
11. INDEMNIFICATION: The Subrecipient agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Subrecipient's employees, agents or representatives.
12. INSURANCE: The Subrecipient performing services for the State of Wisconsin shall:

- A. Maintain worker's compensation insurance or self-insure for all employees engaged in the work.
 - B. Maintain commercial liability and property damage insurance or equivalent protection against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the agreement. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - C. Provide an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the agreement.
 - D. The state reserves the right to require higher or lower limits where warranted.
13. NONDISCRIMINATION: In connection with the performance of work under this agreement, the Subrecipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Subrecipient further agrees to take affirmative action to ensure equal employment opportunities. The Subrecipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Subrecipient being declared an "ineligible" Subrecipient, termination of the agreement or withholding of payment.
14. AFFIRMATIVE ACTION: If this agreement is for an amount of fifty thousand dollars (\$50,000) or more the Subrecipient agrees to submit a written affirmative action plan to the Department within 15 business days after the agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (An Subrecipient with an annual work force of fewer than fifty employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Subrecipient being declared an "ineligible" Subrecipient, termination of the agreement or withholding of payment.
15. GUARANTEED DELIVERY: Failure of the Subrecipient to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Subrecipient liable for all costs in excess of the agreement price when alternate procurement is necessary. Excess costs shall include the Department's administrative costs.
16. FUNDING SOURCE: This agreement is funded in part or wholly by grants from the U.S. Environmental Protection Agency, CFDA# 66.469. Neither the United States nor the U.S. Environmental Protection Agency is a party to this agreement. This agreement will be subject to regulations contained in 2 CFR 200 where applicable. The Subrecipient is responsible for

ensuring these regulations are applied accordingly.

Single Audit: As required in 2 CFR 200.501, a non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part. The Subrecipient is responsible for ensuring that the audit complies with other standards that may be applicable depending on the types of services provided, and the nature and amount of financial reimbursement received. When a single audit is required, it shall be submitted to DNR via e-mail to: DNRFNSingleAudit@Wisconsin.gov and include The State Single Audit Guidelines (SSAG), including the yearly Appendix, which are applicable to Local Governments having 2 CFR Part 200.

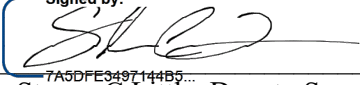
17. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Wisconsin. The Subrecipient shall at all times comply with all federal, state and local laws, ordinances, and regulations in effect during the period of this agreement.
18. ANTITRUST ASSIGNMENT: The Subrecipient and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Subrecipient hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this agreement.
19. PAYMENT TERMS AND INVOICING: Payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following:
 - A. The date specified on a properly completed invoice for the amount specified in the order or agreement, or
 - B. Within thirty (30) days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or agreement or within thirty (3) days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or agreement, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten (10) working days after it receives the invoice of the reason it is improperly completed.
20. TAXES: The Department is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of all federal tax and Wisconsin sales or use tax on its purchases. The State of Wisconsin does not issue a tax exempt number for state agencies. The Department may be subject to other states' taxes on its purchases in that state depending on the laws and of that state. An Subrecipient performing construction activities are required to pay state use tax on the cost of materials.
21. TAX DELINQUENCY: An Subrecipient who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
22. ADDENDUM: Additional conditions are attached as Exhibit A, as part of the federal Grant Agreement No. GL00E03775 funding this award. It is the responsibility of the

Subrecipient to determine which, if any, of the Federal Administrative Conditions in Exhibit A may be relevant to the Subrecipient or their sub awards, and to apply them accordingly.

The undersigned, as representatives of their respective agencies, hereto agree to this agreement.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Date 11/6/2024 | 9:00 AM CST

Signed by:

By 7A5DFE3497144B5...
Steven C Little, Deputy Secretary

CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS

Date _____

By _____
Steve Grenier, Director of Public Works

Scope of Work

Wisconsin DNR Office of the Great Waters

Project Title: *Bay Beach Wildlife Sanctuary and Renard Island Nearshore Enhancements – Planning and Design*

AOC(s): *Lower Green Bay and Fox River*

Project Applicant: Dan Ditscheit, Director
 Director, Parks, Recreation, and Forestry Department
 City of Green Bay
 100 N Jefferson St Ste 510, Green Bay, WI 54301
 (920) 448-3381
Dan.Ditscheit@greenbaywi.gov
 UEI: ZCUZDCHF7C6

DNR Project Manager: Jessica Brandt
 Lake Michigan Area of Concern Project Management Specialist
 Office of Great Waters
 2984 Shawano Avenue, Green Bay, WI 54313
 920-366-7275
jessica.brandt@wisconsin.gov

Project Location: Bay Beach Wildlife Sanctuary and Renard Island Nearshore



Figure 1. Bay Beach Wildlife Sanctuary and Renard Island Nearshore Enhancements Project Boundary.

Project Background/Rationale:

The Bay Beach Wildlife and Renard Island Nearshore Enhancement project incorporates the Bay Beach Wildlife Sanctuary (BBWS), a 535-acre urban wildlife refuge along the southeastern shore of the Bay of Green Bay, and Renard Island, a 55-acre manmade confined disposal facility located near the southern shoreline of Green Bay and the mouth of the Fox River. The BBWS boasts a large inland nearshore lagoon system that supports hundreds of bird species, nearly 400 acres of hardwood swamp, several inland emergent marshes, and large tracts of old field habitat. Renard Island, now closed and capped, represents a significant opportunity for nearshore habitat enhancement. A primary goal of this project is to improve shoreline and in-water habitats to create a more naturalized and accessible area for fish and wildlife populations while promoting recreational activities for the community. This project represents one of the most impactful projects in terms of increasing the baseline condition score for Loss of Fish and Wildlife Habitat and Degradation of Fish and Wildlife Populations BUIs on the Lower Green Bay and Fox River AOC Management Action List.

The combined project sites of BBWS and Renard Island represent one of the largest tracts of fish and wildlife habitat in the LGBFR AOC; however, issues with invasive species, habitat encroachment, and low-quality habitats remain. A primary need within the BBWS area is improvement of shoreline and in-water habitat in the 55-acre Manger Lagoon system, where much of the shoreline is currently riprapped. Creating a more naturalized and accessible shoreline with high quality submerged aquatic vegetation will increase fish and wildlife utilization and recreation. Additionally, there is the opportunity to convert low quality habitat into high quality wet meadow, which if the rarest remnant habitat type in the AOC. In general, BBWS habitat improvements will be made through removal of non-native and aggressive native species and incorporation of native seeds/plantings in areas of Hardwood Swamp, Inland Emergent Marsh, and Other Forest. At the Renard Island project site, a primary goal is to improve the Great Lakes Beach habitat to a quality that can be maintained for recreational purposes and that provides some conservation or wildlife value. Additionally, the in-water area surrounding Renard Island will benefit from enhanced substrates, shoreline fish habitat improvement, and native mussel propagation efforts.

Proposed Work:

For this project the planning phase will identify current site conditions and the habitat restoration actions that will be completed. The design phase will result in a final design portfolio that includes engineering plan sets and estimated costs for implementing the habitat actions. To complete the planning and design phases the City of Green Bay will retain a contractor.

Activities to be completed by the City of Green Bay and the selected contractor include:

- Completion of detailed, baseline site conditions, including:
 - Native and non-native vegetative communities
 - Wetland delineation
 - Mapping and identification of habitat types, flora and fauna communities, floodplains & wetlands, invasive species distribution, and soil types
 - Other surveys or studies as determined by DNR, the City of Green Bay, and partners
 - Collection of mapping, GIS data, and survey data
- Development of management recommendations for each priority habitat type with a focus on meeting requirements for species and habitats identified, including planning for habitat resiliency.

- Description of how recommendations will improve the identified priority habitat and populations
- Recommended tree, shrub, and herbaceous seed/plant lists to inform future re-vegetation activities
- Solicitation of input on project design by project and community stakeholders
- Compilation of final design portfolio consisting of management recommendations and content as outlined above refined into detailed plan sets. This includes but is not limited to:
 - Descriptions and technical specifications for all proposed restoration and maintenance activities, methods, and recommended management schedules/timelines.
 - Monitoring Plan outlining a qualitative monitoring protocol to assess the site during and after restoration implementation. The findings of the qualitative assessment will be used to guide adaptive restoration strategies as needed.
 - Long Term Maintenance Plan that can be used by the City of Green Bay staff and volunteers for restored areas. This should provide a detailed outline annual activities required to manage the project area and maintain desired conditions to meet AOC, City of Green Bay, and Partner goals.
- Determination of Cost Estimates for proposed work

The final design will be implemented by a contractor selected through a competitive bid process in a future phase.

Proposed Tasks

The following tasks will be completed as part of this project in order to accomplish the project deliverables.

Task 1: Solicit Contractor and Project Kick-off

The City of Green Bay will develop request for proposals (RFP) to solicit and retain a qualified contractor to develop detailed engineered plans and specifications for the Bay Beach Wildlife Sanctuary and Renard Island Nearshore Enhancements habitat restoration project.

Once a qualified contractor has been selected a formal project kick-off meeting will be held. This meeting will be led and facilitated by the contractor, as an opportunity to demonstrate their understanding of the project scope and to communicate their anticipated approach to achieve project goals. All members of the project team, including senior management, and key partners will participate in the kick-off meeting. If possible, this meeting will be held in person and include a project site visit.

Task 2: Quality Assurance Project Plan (QAPP)

The City of Green Bay with the selected contractor will prepare and gain DNR approval of a planning and design QAPP for gathering known biological data, conducting necessary survey work/baseline assessment, development of a hydrology assessment (as necessary), creation of a restoration design, and a monitoring and long-term maintenance plan.

Task 3: Baseline Assessments

Review and compilation of existing data for project area will be completed through the identification of data gaps and carrying out field surveys necessary to achieve project goals. These

may include but are not limited to habitat surveys, vegetation surveys, topographic and bathymetric surveys, hydrology and hydraulic assessment, stormwater influence, and groundwater monitoring. Additionally, the contractor will perform a wetland delineation in project areas in accordance with the US Army Corps of Engineers Wetlands Delineation Manual (Federal Manual; Department of the Army, 1987), the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Midwest Supplement) and Guidance for Submittal of Delineation Reports to the St. Paul District Army Corps of Engineers and Wisconsin DNR. Gain concurrence for the wetland boundary.

Key findings from these field surveys that are crucial for developing the habitat restoration design will be presented in the concept plan (Task 4).

Task 4: Concept Plan/Basis of Design Report

A minimum of two alternative preliminary concept plans will be developed in accordance with the project description and goals, in addition to, AOC priority habitat and population restoration goals. General estimates of management action implementation and construction costs will be included. Review of the concept alternatives will be coordinated with the City of Green Bay, DNR, the project management team, the project technical team, and stakeholders. Feedback from the initial review of the alternatives will be evaluated and a single concept will be selected to move into future design phases.

Along with the design alternatives, the concept plan/basis of design report will include a summary of relevant information collected during the documentation of existing conditions, descriptions of how proposed management actions will benefit priority fish and wildlife populations and priority habitats, any potential constraints or concerns that have been identified resiliency considerations, recommended tree, shrub, and herbaceous seed/plant lists to inform future re-vegetation activities, and additional informational needs.

Task 5: Permitting and Regulatory Requirements

The City of Green Bay will schedule a pre-application meeting with DNR permit staff to determine which permits are applicable to the project. The pre-application meeting should be held at no later than the 60% design phase. The City of Green Bay with the selected qualified contractor will prepare and submit all applicable federal, state, and local permit applications for the Bay Beach Wildlife Sanctuary and Renard Island Nearshore Enhancement Habitat Restoration project as required. This includes preparing materials and ensuring compliance with, but may not be limited to, National Historic Preservation Act, National Environmental Policy Act, Endangered Species Act, and Wisconsin Adm. Codes related to contaminated sediment sites, historic fill exemption, sediment investigation, aquatic plant management, and waterway and wetland activities. State of Wisconsin permit applications will be submitted within 60 days of the pre-application meeting.

Task 6: Engineering Services and Final Design Development

A final design will be developed outlining on the proposed management actions for habitat restoration, including but not limited to invasive species control, shoreline naturalization, riparian marsh restoration, wetland restoration, and native revegetation. The final design will also include vegetative monitoring plans through the implementation phase and a long-term maintenance plan.

The City of Green Bay along with DNR and the selected contractor will coordinate review of concept plans at the 60%, 90%, and final design stages. Feedback from the City of Green Bay,

DNR, the project management team, the project technical team, and meetings with stakeholders will be incorporated into each stage of the design. The design with description of how it impacts priority habitats and species must be approved by DNR at the 60% phase and 90% phase before continuing.

Task 7: Collaboration with Project Partners and Stakeholders

The City of Green Bay will collaborate with the DNR via the project manager and other appropriate staff throughout the project. The City of Green Bay, in coordination with DNR, will lead a project management team (PMT) that is responsible for overseeing the Bay Beach Wildlife Sanctuary and Renard Island Nearshore Enhancements habitat restoration project planning and design process. Representatives from the following organizations may be invited to participate in the PMT: Brown County (the Port of Green Bay), Ho Chunk Nation, UWGB, USFWS, Friends of Bay Beach, NEW Water, and McDonald Companies. A project technical team, comprised of resource managers, DNR permitting and regulatory staff, and external technical experts, will also be established to provide feedback on design elements.

The City of Green Bay, with the selected contractor and DNR, will include appropriate public input processes and notices during the project design phase of the project on their website. Together these entities will inform, involve, and obtain feedback from project stakeholders and the public throughout the planning and design phases. At least two public meeting or open house events will be hosted to share information, answer questions, and solicit input regarding the project.

Task 8: Invoicing and Reporting

The City of Green Bay will prepare and submit quarterly reports, quarterly invoices, and a final report. Reports will be submitted within the first two weeks of each quarter (January, April, July, October). Reports will identify amount expended per quarter, activities conducted, and planned activities for the upcoming quarter, along with identification of any issues encountered (including delays or deviations from the original schedule or other setbacks) during the quarter and how they were addressed.

Climate Resiliency:

According to the Wisconsin Initiative on Climate Change Impacts (WICCI), which has evaluated the impacts of climate change throughout Wisconsin, the Great Lakes region is expected to experience a warmer, wetter climate causing an increase in severe storms, intensified wave energy, and extreme high and low water levels. These events can result in shoreline degradation and loss of important wetland and shoreline habitat; thereby, negatively impacting priority habitat and populations. In recognition of the substantial impact of climate change, the Bay Beach and Renard Island project will be designed to bolster the resiliency of this system. Reestablishment or improving the quality of wetlands by developing unique plant communities will be an integral element to ensure coastal ecosystems are buffered from the impacts of climate change. Naturalizing the riprapped shorelines of the Bay Beach Wildlife Sanctuary Lagoon system or establishing living shorelines will provide resiliency along with co-benefits such as runoff filtration, aesthetic, and habitat value. Throughout the project design phase, updated rain forecast and design storm information from WICCI and the Wisconsin Rainfall Project will be used to ensure long-term resiliency of in water and nearshore habitat restoration and guide long-term operation and maintenance plans.

Climate change poses a threat to elements in the project scope including spawning habitat accessibility in varied water levels, shoreline impacts from increased water levels and wave action

(especially after the removal of invasive species), and vegetation tolerance with shifting annual and seasonal temperatures as well as increased wave action. To address these climate resiliency concerns, the project team will collaboratively work through the Northern Institute of Applied Climate Science (NIACS) structured adaptation workbook approach to (1) identify climate impacts and vulnerabilities at the project site and (2) identify opportunities for climate resilient actions in the final design. Climate impacts, vulnerabilities, and adaptation opportunities will be documented in the concept plan, and the design contractor will incorporate adaptation opportunities approved by the project team into the initial concept plan report and the final project design portfolio.

Environmental Justice Considerations:

Bay Beach Wildlife Sanctuary serves an important role in the Greater Green Bay community as a resource that provides free or low-cost recreation, education, wildlife viewing, and waterfront access to the public. Greater Green Bay includes the City of Green Bay (the 3rd largest city in Wisconsin with a population of 107,395) along with the City of De Pere, 9 villages, and 12 towns. The EJSscreen Report for the 5-mile area surrounding the park includes a Low-Income value of 38% which is higher than the state average of 27% and national average of 30% and a People of Color value of 31% which is higher than the state average of 19%. Likewise, according to the Justice40 (CEJST) tool the two census block groups directly adjacent to the project site are disadvantaged due to legacy pollution and workforce development issues, with additional nearby census tracts are disadvantaged in the additional categories of health and housing.

Bay Beach Wildlife Sanctuary and the neighboring Bay Beach Amusement Park provide education and recreation to many underserved populations in Greater Green Bay. The Manger Lagoon at BBWS is part of the Urban and Community Fishing Program, with a year-round season accessible to juveniles (under 15 years of age) and disabled anglers. Habitat improvements to the lagoons will serve to enhance conditions for fish and wildlife populations and for anglers. Additionally, the sanctuary boasts a trail system and several indoor and outdoor animal exhibits to support a nature-based recreational and educational resource for the community. These include the Outdoor Adventure for Kids (OAK) Learning Center nature-based 4-year-old kindergarten program, hands-on education programs for community groups and schools, public programs and camps, facility rentals, and self-guided opportunities. The BBWS also provides a Wildlife Rehabilitation Program, partnering with the R-PAWS rehabilitation organization which trains volunteers to rehabilitate animals in their homes and release these animals when appropriate. The habitat restoration work proposed here will expanding the breadth of free and accessible opportunities to citizens and visitors alike. Further work is being undertaken to identify, engage, and determine the needs of relevant stakeholder and community groups.

Corresponding shoreline work is being undertaken by the City of Green Bay at Bay Beach Amusement Park, nestled between the Bay Beach Wildlife Sanctuary and Renard Island Nearshore Enhancement project. In 2018 the City began an initiative to revitalize the shoreline at Bay Beach Amusement Park to provide the public with multiple opportunities for free access to the water's edge. This anticipated project includes the construction of new shoreline walk with amenities, a wildlife viewing platform, fish habitat improvement, wetland/waterway plantings, among other features. The wildlife viewing platform will provide coastal access to Green Bay for both wildlife viewing (especially to the wetland, natural area directly west of the platform) and ADA fishing access that is not available anywhere else in the Area of Concern boundaries within Green Bay. The combination of work at BBWS, Bay Beach Amusement Park, and Renard Island will connect the

nearly 6.5 miles of trails nestled within high-quality wildlife habitat at the BBWS with the Wildlife Viewing Platform and shoreline trail system at Bay Beach Amusement Park, expanding the breadth of free and accessible recreational and educational opportunities to citizens and visitors alike. These projects present an opportunity to meet a critical need for those who are underserved in the Green Bay community and do not currently have access to these types of amenities and resources.

Conferences/Meetings:

This project will include public meetings which will be convened by the City of Green Bay and WDNR, in consultation with project partners and EPA. Public meetings will be advertised primarily via City of Green Bay through social media, website postings, direct mailing to adjacent landowners, and other platforms such as WDNR GovDelivery as appropriate. WDNR, GLRI, and other supporting logos will be utilized on public materials, along with partner logos as appropriate. Participation is likely to vary based on the subject of meetings, but approximate percentage of participation is anticipated to be: Federal government 5%, State government 15%, NGOs 15%, Local government 15%, public participants 50%. The City of Green Bay will be primarily responsible for preparing proceedings and disseminating information to the community. Additionally, the City of Green Bay will work collaboratively with WDNR, project partners, and EPA GLNPO to plan and execute outreach and community engagement. No program income is anticipated from these meetings (no registration fees). The financial assistance for these meetings to support the public purpose (not for EPA's direct use or benefit) and WDNR and the City of Green Bay will oversee the planning and agenda of these meetings, in cooperation with EPA and other partners.

Collaboration with Partners:

DNR will be responsible for providing grant oversight. Wisconsin DNR will subaward grant funds to the City of Green Bay to provide oversight for this project. Project managers from DNR and the City of Green Bay will organize a project management team potentially consisting of representative individuals from partners including Brown County, Ho Chunk Nation, UWGB, USFWS, Friends of Bay Beach, NEW Water, and McDonald Companies to convene during the planning and design phase. A technical team will discuss appropriate steps to finalize a design including, but not limited to, any pre-implementation monitoring, private landowner concerns, and share professional knowledge pertaining to the vegetation and wildlife relevant to this project as well as provide professional input on project elements.

Responsibilities of Partners, Collaboration, & Decision Making

The DNR and City of Green Bay are entering into this project with a shared vision of fish and wildlife habitat improvement through a collaborative approach. It is the intent of all to complete a project that benefits the AOC, the City of Green Bay, and the community, while fitting into the site and regulatory constraints. It is recognized that project outputs must meet Great Lakes Restoration Initiative and AOC goals and criteria. It is DNR's responsibility through the funding to ensure satisfaction of these goals and criteria for meeting the delisting of the BUIs.

A project team made up, in part, by representatives from the DNR and the City of Green Bay will ensure coordination and continuous interaction between parties. At a minimum the project team will include the respective project managers for both agencies. The project team will utilize collaborative decision making. The project team will be involved in the solicitation of contracting firms, pre-bid contractor meetings, progress meetings, change orders, and will receive general

project updates. The City of Green Bay will develop a draft RFP for the project team to review and will gather any feedback. The team shall function within the framework of funding regulations, state statutes, City of Green Bay ordinances, and City of Green Bay procurement procedures.

The City of Green Bay shall:

- Provide a project manager.
- Provide access to its properties for this scope of work to be conducted.
- Administer the funding according to the aid agreement and this scope of work.
- Hire qualified contractors and staff to carry out this scope of work.
- Assure the scope of work defined has been completed in accordance with the agreed upon schedule.
- As landowner, will secure or have consultants secure necessary permitting.
- Coordinate with all relevant City departments.
- Develop comprehensive plan, including allocated capacity and funding, for long-term maintenance of project site.
- Obtain necessary approval from local entities, including City of Green Bay boards and committees.
- Work with the DNR to ensure the project meets the Area of Concern program goals to the DNR's satisfaction.
- Review all contractor and subcontractor invoices to assure that all work included is complete before submitting an invoice to DNR for reimbursement.

Wisconsin Department of Natural Resources shall:

- Provide a project manager.
- Provide funding for the execution of this scope of work in the amount specified in section Project Funding & Invoicing.
- Provide oversight of this funding agreement.
- Provide any available information collected as part of other AOC related projects.
- Provide any available NHI data for the AOC restoration project area (preferably in a GIS format).
- Work with EPA to complete NHPA and Section 106 requirements through a separate project with UW-Milwaukee.
- Review and approve drafts, work products, invoices, and deliverables in a timely manner.

Timetable:

Project duration: October 1, 2024 – May 31, 2026

Task	2024				2025								2026								
	10	11	12		01	02	03	04	05	06	07	08	09	10	11	12	01	02	03	04	05
RFP Solicitation																					
Contractor Selected, Project Kickoff Meeting																					
QAPP Development & Approval																					
Compilation of Existing Data & Field Surveys																					
Development of Concept Plan													30%								
First Public & Technical Team Meetings																					
Concept Plan Report Completed, Alternatives Selected																					
Development of Final Design																60%		90%			
Permitting (pre-application meetings, preparation, and submission)																					
Second Public & Technical Team Meetings																					
Final Design Report Completed																					
Contractor Final Reporting & Invoicing																					
Semi-annual Reporting to EPA																					

Deliverables:

The following outlines deliverables by task (see Proposed Work) for the Bay Beach Wildlife Sanctuary and Renard Island Nearshore Enhancements habitat restoration project that will be completed by the City of Green Bay and their selected contractor, through a subaward agreement. All work products must be approved by DNR and will be retained as property of DNR. All work deliverables will be submitted to the DNR Project Manager by the subaward recipient.

Task 1 Deliverables (Solicit Contractor and Project Kick-off)

- a) Draft and final RFP documents issued to solicit project proposals
- b) Copy of selected proposal reflecting all required project tasks and deliverables
- c) Copy of executed contract agreement with selected contractor
- d) Kick-off meeting agenda and notes

Task 2 Deliverable (Quality Assurance Project Plan (QAPP))

- a) Approved Quality Assurance Project Plan (QAPP)

Task 3 Deliverables (Baseline Assessments)

- a) Copies of gathered data or information
- b) Wetland Delineation report and accompanying concurrence documentation

Task 4 Deliverables (Concept Plan/Basis of Design Report)

- a) Concept Plan Report including:
 - a. A minimum of two preliminary design concept alternatives
 - b. Summary or results collected during baseline assessments and any additional work or information needed to achieve overall project goals
 - c. Summary of anticipated benefits of each design alternative to priority fish and wildlife populations and priority habitats
 - d. Concerns or constraints associated with design alternatives (if applicable)
 - e. Further actions or additional information needed to achieve overall project goals
- b) Additional work or information needed to achieve overall project goals with potential integrated public/ADA accessible points, resiliency considerations, and outreach plan
- c) Engineer's estimate of probable construction cost

Task 5 Deliverable (Permitting and Regulatory Requirements)

- a) Copies of all permits, applications, and regulatory materials, reports, and correspondence in electronic and paper formats

Task 6 Deliverables (Engineering Services and Final Design Development)

- a) 60% and 90% design reports with opinion of probable construction cost.
- b) Final design report with drawings, specifications suitable for construction bidding and constructing the project, a stormwater management plan, a summary of anticipated improvements to priority habitats and target fish and wildlife species, and opinion of probable construction cost
- c) A summary of climate impacts and vulnerabilities identified at the site with a description of climate-resilience actions that can be implemented during construction.
- d) Post-construction vegetation management, operation, and maintenance plan
- e) Long term monitoring and maintenance schedule and plan with cost estimates
- f) Complete bid form, schedule of prices, and itemized bid items

Task 7 Deliverables (Collaboration with Project Partners and Stakeholders)

- a) Meeting agendas and notes
- b) Copies of public informational meeting materials (e.g., presentations, meeting notices, etc.)
- c) Summary of findings and public meeting minutes in report format

Task 8 Deliverables (Invoicing and Reporting)

- a) Quarterly Project Reports and invoices for each quarter from receipt of funding through project close out
- b) Final Report on activities completed

Project Budget:

	Year 1 October 1, 2024 – December 31, 2024	Year 2 January 1, 2025 – December 31, 2025	Year 3 January 1, 2026 – May 31, 2026	Total Project Cost
Personnel/Salaries				
Fringe Benefits (RATE%)				
Travel				
Equipment				
Supplies				
Contractual	\$150,000	\$250,000	\$100,000	\$500,000
Other Costs				
Total Direct Charges	\$150,000	\$250,000	\$100,000	\$500,000
Indirect Charges (RATE%)				
Total Cost	\$150,000	\$250,000	\$100,000	\$500,000

Budget Detail:

DNR will subaward GLRI grant funds totaling \$500,000 to the City of Green Bay to contract work out to complete full project design using these subaward funds once approved by the City Council.

References:

Giese, E.E., B.G.G. Kupsy, R.W. Howe, A.L. Stevens, and A.T. Wolf. 2020. Evaluating Progress Toward Removing Fish and Wildlife Habitat and Populations Beneficial Use Impairments in the Lower Green Bay & Fox River Area of Concern. Technical report submitted to the Wisconsin Department of Natural Resources and the U.S. Environmental Protection Agency.

Kupsy, B.G., J.R. Brandt, M.L. Mellinger. 2023. DNR Lower Green Bay & Fox River Area of Concern Fish and Wildlife Habitat and Populations Management Action Plan.

Schmitt, K.; Krska, R.; Deloria, C.; Shannon, P.D.; Cooper, M.; Eash, J.; Haugland, J.; Johnson, S.E.; Johnson, S.M.; Magee, M.R.; Mayne, G.; Nelson, C.; Nigg, C.; Sidie-Slettedahl, A.; Brandt, L.; Handler, S.; Janowiak, M.; Butler-Leopold, P.; Ontl, T.; and Swanston, C. 2022. Strategies for Adapting Great Lakes Coastal Ecosystems to Climate Change. White Paper. Houghton, MI: U.S. Department of Agriculture, Northern Forests Climate Hub. 61 p. doi.org/10.32747/2022.7816961.ch

EXHIBIT A

EPA TERMS AND CONDITIONS

GLRI GRANT GL-00E03775

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and lobato.mauricio@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov and **Mauricio Lobato at lobato.mauricio@epa.gov**
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Jennifer Conner at conner.jennifer@epa.gov and Mauricio Lobato at lobato.mauricio@epa.gov**
- Payment requests (if applicable): **Jennifer Conner at conner.jennifer@epa.gov**
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Jennifer Conner at conner.jennifer@epa.gov**

B. Pre-award Costs

In accordance with 2 CFR 1500.9, the grantee may charge pre-award costs (both Federal and non-Federal matching shares) incurred from **7/1/2024** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

GLRI Programmatic Terms and Conditions (updated 01/09/2024)

A. Performance Reporting and Final Performance Report

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

1. **Semi-annual progress reports:** Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by **April 15 but no later than April 30** and **by October 15 but no later than October 30** of each year, through the life of the assistance agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. Progress reports shall describe all of the following that apply:

(a) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan III measures (*i.e.*, the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan III: <https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-30pp.pdf>), in accordance with any direction provided by your EPA project officer and the GLRI Action Plan III Measures Reporting Plan as periodically updated by the EPA at <http://www.epa.gov/great-lakes-funding>, particularly:

Number – Measure of Progress

1.1.1 – Areas of Concern where all management actions necessary for delisting have been implemented.

1.1.2 – Beneficial Use Impairments removed in Areas of Concern.

(b) Object Class Category changes;

(c) Corrective actions;

(d) Projected new work;

(e) Percent completion of scheduled work;

(f) Percent of budgeted amounts spent;

- (g) Any change in principal investigator;
- (h) Any change needed in project period,
- (i) Date and amount of latest drawdown request; and
- (j) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement. To develop your progress report you may use the outline at <http://www.epa.gov/great-lakes-funding>.

2. Final Report: The Final Report shall incorporate all proposed project outputs and outcomes and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for all proposed outputs and outcomes, including but not limited to all applicable GLRI Action Plan III measures described in element 1 of the Semiannual Progress Report condition above, all outputs and outcomes related to environmental justice or climate resiliency metrics and outreach, education, and stakeholder engagement. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date.

Electronic versions of the **Final Report shall be submitted no later than 120 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

A database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates

Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

3. Subaward Performance Reporting:

The recipient must report on its subaward monitoring activities under [2 CFR 200.332\(d\)](#). Examples of items that must be reported if the pass-through entity has the information available are:

- I. Summaries of results of reviews of financial and programmatic reports.
- II. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.

III. Environmental results the subrecipient achieved.

IV. Summaries of audit findings and related pass-through entity management decisions.

V. Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR 200.332\(e\)](#), [2 CFR 200.208](#) and the [2 CFR 200.339](#) Remedies for Noncompliance.

Subaward Programmatic Monitoring for Grants in Support of Areas of Concern or Lakewide Action and Management Plans

In addition to subaward monitoring and reporting requirements described in the **Performance Reporting And Final Performance Report** condition of this agreement, assistance agreement recipients who are issued non-competitive grants in support of Areas of Concern (AOC) or Lakewide Action and Management Plans (LAMPs), and who include subawards in their budget, must monitor subrecipient work to ensure that it meets the objectives of the AOC or LAMP.

B. Cybersecurity Condition

State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Requesting Travel Costs

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be reviewed by the EPA Project Officer in advance. Although EPA may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, must notify the EPA Project Officer identified on the first page of this agreement.

1. Travel Narrative

Specifically, **at least 30 days** in advance, the recipient shall notify the EPA Project Officer of any travel plans not previously detailed in the approved workplan by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and an itemized travel breakdown of costs ((per diem, mileage, lodging, parking/tolls, airfare). The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient understands that any travel revisions contributing to a rebudgeting of funds from other cost categories exceeding 10% of the total budget, or an increase in grant funds requires a formal amendment to this agreement.

2. International Travel (see also EPA General Term and Condition titled "Foreign Travel")

The recipient must request approval for International travel not approved in the workplan by submitting a request to the Project Officer **at least 30 days** in advance of incurring foreign travel costs. The recipient understands that if it incurs international travel costs of any kind without EPA's prior approval, it does so at its own risk.

D. Signage Required

1. Signage Requirements

The recipient is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

State agencies and agencies of political subdivisions of states must comply with 2 CFR 200.323, Procurement of recovered materials when procuring signage for projects funded by EPA assistance agreement. EPA encourages other recipients to use recycled or recovered materials when procuring signs.

Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

E. Health, Safety, and Environmental Compliance

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

F. Management Practice

The recipient agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project funded by this award, the recipient agrees to: 1) consider the potential impacts of climate change (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and 2) to the maximum extent feasible, incorporate resilience to the potential impacts of climate change into the design, implementation, and operations of the project.

G. Disposition of Wastes

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

H. Timely Fiscal Expenditures

The recipient must ensure funds are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must **notify the EPA Project Officer** of potential drawdown delays that exceed 180 days.

I. QUALITY ASSURANCE

Please visit our [Quality Assurance Resources for Great Lakes Restoration Initiative Grantees](#) website for more information about GLRI requirements, tools, and resources.

Quality Assurance System

1. Scope:

Quality assurance (QA) applies to all agreements that involve environmental data operations, including

environmental or scientific data and information collection, production or use. Environmental data operations include the acquisition, generation, compilation or use of environmental data and technology. These terms and conditions apply to all environmental programs included in the agreement's workplan that contain environmental data operations. Definitions applicable to these terms and conditions are in the following locations: Appendix A of EPA's [Quality Management Plan \(QMP\) Standard](#) and Appendix B of [EPA QA R-5: EPA Requirements for Quality Assurance Project Plans](#). Examples are included in the Example Activities Section at: [Quality Specifications for non-EPA Organizations to do business with EPA](#).

Sub-awards will include appropriate quality requirements for the work conducted through sub-agreements with other organizations. The prime recipient is accountable for all work performed on the project or program award including any portion of the external agreement work that the recipient awards to a sub-recipient.

Authorities, in accordance with:

2 CFR 1500.12;

40 CFR 35;

[Policy and Program Requirements for the Mandatory Agency-wide Quality System, May 2000 CIO 2105.0](#);

[EPA Quality Manual for Environmental Programs, May 2000 CIO 2105-P-01-0](#);

[EPA Quality Management Plan \(QMP\) Standard](#);

[EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); and

and as described by the [Office of Grants and Debarment Quality Assurance Requirements](#)

2. Communications:

The EPA Project Officer will provide the recipient with the EPA QA contact upon EPA's award issuance or upon request by recipient for pre-submittal questions and other communications regarding QA system document(s). A [list of QA managers](#) is posted on [EPA's Quality Program](#) website. The recipient agrees to include the EPA Project Officer on all written communications with the EPA QA contact.

3. GLRI Quality Documentation Requirements:

Recipients implementing environmental programs within the scope of the assistance agreement must submit an approvable Quality Assurance Project Plan (QAPP) at least **90** days prior to the initiating of data collection or data compilation. In accordance with 2 CFR 1500.12, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation sufficient to produce data of adequate quality to meet project objectives. A Quality Assurance Project Plan (QAPP) provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with (IAW) [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).

The recipient agrees to ensure that no environmental data collection, production, or use occurs without

QAPP approval by the EPA authorized reviewer except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. When substantive change is warranted, the recipient must modify the QAPP and submit the revision for EPA approval. Only after the revision has been received and approved shall the change be implemented.

Additionally, the recipient agrees to submit previously EPA-approved QAPPs proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s). The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. The recipient must provide the approved QAPP to the EPA Project Officer. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

Recipients with an approved Quality Management Plan (QMP) shall continue to implement and adhere to the approved QMP. The recipient must provide project-level quality documentation to the EPA Project Officer prior to the initiation of relevant work activities. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

J. NATIONAL HISTORIC PRESERVATION ACT

Pursuant to 36 C.F.R. § 800.2(c)(4), EPA has authorized all assistance agreement recipients and applicants to initiate and carry out consultation under National Historic Preservation Act (NHPA) Section 106, 54 U.S.C. § 306108 on behalf of EPA, for all grants, cooperative agreements, interagency agreements, and other projects under GLNPO's purview, including but not limited to the Great Lakes Restoration Initiative (GLRI), 33 U.S.C. § 1268, and applicable appropriations acts and/or implementing regulations. EPA does not delegate its Tribal consultation responsibilities and will work with the recipient to carry out the appropriate actions.

While all assistance agreement recipients and applicants are authorized to initiate Section 106 consultation on behalf of EPA, EPA retains legal responsibility for findings and determinations required under the Section 106 process. In addition, when applicable, EPA will consult directly under Section 106 with Indian Tribes and Native Hawaiian organizations, pursuant to 36 C.F.R. §§ 800.2(c)(2)(ii).

Prior to conducting or engaging in any on-site activity with the potential to impact historic properties, the grantee shall consult with an EPA Project Officer/Focus Area Lead regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

K. Geospatial Data

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

Location information (address information, latitude and longitude values, coverage, geospatial metadata, and other coordinate information) shall be reported for all areas of interest in this agreement (ex: sampling sites/areas, restoration sites/areas, etc.). All reports and supplemental data, text, and graphics shall be submitted to the EPA Project Officer in digital format as follows:

[a] Original electronic copy on CD or Email Attachments. Macintosh and Windows are acceptable. All major word processing and desktop publishing formats are acceptable. Digital graphics should be submitted in their original form. Any special fonts used within the document should also be provided, **OR** [b] Hypertext markup language, (HTML) **OR** [c] "PDF" version.

Contact Kenneth Klewin (klewin.kenneth@epa.gov, (312) 886-4794) with questions. All data, including geospatial data should be collected, acquired, processed, documented, stored, accessed, maintained, and retired through the use of complete, consistent, and integrated metadata.

M. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

N. Aggregated Project Grants

Recipient financial reports for Aggregated Project Grants must include an aggregated summary for the aggregated projects by budget object class. Programmatic progress reports shall include (i) a summary table displaying both the individual projects, by budget object class, and the aggregated total and (ii) discrete reports of progress for each individual project.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # R.3

To approve the necessary funding to hire a consultant to complete a space needs assessment for the Park Shop located at 919 North Crocker Street, using 2022 bond money originally approved for the roof replacement of the old Park Shop.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # R.4

To approve the request by the Green Bay Metro Fire Department to install an outdoor emergency siren at Eighth Street Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Siren Placement Memo
2. Eighth Street Park IC



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: Parks Committee

From: Matthew W. Knott, Fire Chief

Date: November 13, 2024

Re: Outdoor Emergency Warning Siren

The Green Bay Metro Fire Department is seeking permission to place an Outdoor Emergency Warning Siren at 8th Street Park (508 8th Street).

This is to replace Siren #10 which was originally located at 125 9th Street in a location that is no longer serviceable for this purpose. Attempts at alternative locations have also been unsuccessful. Siren #10 is part of a City-wide network of sirens designed to provide outdoor warnings in the event of an emergency.

This project will be a new wooden utility pole and associated power to operate the siren. Our contractor will work with Park's Staff to determine optimal placement.





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # R.5

To approve the purchase of automatic locks at 13 park shelter locations from Laforce, not to exceed \$78,000.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Shelter Lock Quote
2. Sole Source Locks Parks 11-15-2024



QUOTE

1060 W. Mason Street, Green Bay, WI 54303
P.O. Box 10068, Green Bay, WI 54307
Questions: (920) 497-7100
(800) 236-8858
(800) 672-6795 Auto Attendant

QUOTE NUMBER	507645QU
QUOTE DATE	11/13/2024
CUSTOMER REQUISITION	SENT 11/13/24 BXS
MODE OF DELIVERY	Security Integrations install
CUSTOMER	15720
CONTACT	ANDY KRZEWINA

SOLD TO	CITY OF GREEN BAY 100 N JEFFERSON GREEN BAY, WI 54301 USA
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SHIP TO	JOANNES PARK 215 S BAIRD ST GREEN BAY, WI 54301 USA
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JOB *** SI-JOANNES PARK TIMER SYSTEM BRIVO

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	HDW	BRIVO B-ACS300-E 12VDC IP DOOR CONTROLLER W/ (2) READER / DOOR INPUTS, ETHERNET, WI-FI, & ENCLOSURE		
2.000	1	HDW	BRIVO B-OA-CNM1-Z1 VERIZON 4G CELLULAR NETWORK MODULE FOR ACS300-E SERIES IP DOOR CONTROLLER		
3.000		HOSTED	BRIVO ACCESS STANDARD EDITION DATA PLAN - (1) READER / DOOR - ANNUAL		
4.000		HOSTED	BRIVO ACCESS DATA PLAN - VERIZON CELLULAR NETWORK MODULE - ANNUAL		
5.000	2	MHDW	SECURITRON XMS REX MOTION SENSOR		
6.000	2	18807	7400A ELECTRIC STRIKE BODY ONLY 12/24/16 VAC/VDC		
7.000	2	18801	FPK7440 4 7/8" 313 FACEPLATE FOR 7400A ELECTRIC STRIKE		
8.000	2	HDW	LATCHGUARD WITH CYLINDER HOLE DARK BRONZE LP-312 DU		
9.000	1	HDW	Altronix SMP5PMCTXPD4 POWER SUPPLY WITH OUTPUTS 4AMP		
10.000	1	13412	IM-1272F1 12VOLT 7AMP BATTERY		
11.000	2	HDW	STI-USA #700694 PROTECTIVE COATED STEEL CAGE FOR STANDARD REX		
12.000		MINSTALL	ALLOWANCE FOR FIELD CABLE, CONDUIT, & MISCELLANEOUS INSTALLATION ACCESSORIES		
13.000		INSTRIP	INSTALL TRIP CHARGE		
14.000		INSTALL	INSTALLATION OF MATERIAL- MECHANICAL AND FRAME WELD REPREP		
15.000		ELTRIP	TRIP CHARGE FOR ONSITE ELECTRONIC SECURITY FIELD TECHNICIAN		
16.000		ELINSTALL	ONSITE ELECTRONIC SECURITY MATERIALS INSTALLATION		

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.					
Stock materials are subject to 45% restocking fee. Special order materials are not returnable. No returns after 90 days. Payment can be made via Credit Card or E-Check by accessing our payment portal at: https://www.e-billexpress.com/ebpp/LaForce/ (MC / VISA / AMEX / DISC) A transaction fee will be charged on all payments made via credit card, which is not greater than our cost of acceptance. This quotation is subject to the Terms and Conditions found at http://laforceinc.com/terms-conditions/, which are incorporated in full by this reference. The Terms and Conditions will be sent by mail to the Buyer upon request. LaForce, Inc. limits acceptance to the Terms and Conditions, and objects to any other additional or different terms in the Buyer's purchase order or acceptance.				FREIGHT	\$0.00
				SUBTOTAL	\$5,661.00
				SALES TAX	\$0.00
				TOTAL	\$5,661.00
DISCOUNT TERMS: 1% 15 DAYS				PAY TERMS: NET 30	

QUALIFICATIONS

- Quote is valid for 30 days from date of quotation unless otherwise stated herein.
- Past due accounts are subject to a service charge of 1.5% per month on the unpaid balance.
- This offer is conditioned upon approval of credit by LaForce on the purchaser.
- No sales, use or other taxes included unless otherwise stated herein in writing.
- See attached qualifications and terms for this project.
- Federal project note: Federal Contractor vaccine mandate compliance not available.

Thank you for this opportunity to quote your needs. Please sign and return this quote and attached qualifications or send a written purchase order, and we will proceed with your order. LaForce, Inc. is not able to accept verbal purchase authorizations at this time. We look forward to working with you. If you have any questions, or need further information, please give me a call.

Thank You,

BRIAN SIGMUND
Email: Brian.Sigmund@laforceinc.com
Phone: (920)490-2221

LISA ATHEY
Email: Lisa.Athey@laforceinc.com
Phone: (920)490-2325

Quote Number: 507645QU

Authorized By: _____

Company: _____

Date: _____

QUOTE

1060 W. Mason Street, Green Bay, WI 54303
P.O. Box 10068, Green Bay, WI 54307
Questions: (920) 497-7100
(800) 236-8858
(800) 672-6795 Auto Attendant

QUOTE NUMBER	507647QU
QUOTE DATE	11/13/2024
CUSTOMER REQUISITION	SENT 11/13/24 BXS
MODE OF DELIVERY	Security Integrations install
CUSTOMER	15720
CONTACT	ANDY KRZEWINA

SOLD TO	CITY OF GREEN BAY 100 N JEFFERSON GREEN BAY, WI 54301 USA
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SHIP TO	WHITNEY PARK 800 MAIN ST GREEN BAY, WI 54301 USA
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JOB *** SI-WHITNEY PARK TIMER SYSTEM BRIVO

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	HDW	BRIVO B-ACS300-E 12VDC IP DOOR CONTROLLER W/ (2) READER / DOOR INPUTS, ETHERNET, WI-FI, & ENCLOSURE		
2.000	1	HDW	BRIVO B-OA-CNM1-Z1 VERIZON 4G CELLULAR NETWORK MODULE FOR ACS300-E SERIES IP DOOR CONTROLLER		
3.000		HOSTED	BRIVO ACCESS STANDARD EDITION DATA PLAN - (1) READER / DOOR - ANNUAL		
4.000		HOSTED	BRIVO ACCESS DATA PLAN - VERIZON CELLULAR NETWORK MODULE - ANNUAL		
5.000	2	MHDW	SECURITRON XMS REX MOTION SENSOR		
6.000	2	18807	7400A ELECTRIC STRIKE BODY ONLY 12/24/16 VAC/VDC		
7.000	2	18801	FPK7440 4 7/8" 313 FACEPLATE FOR 7400A ELECTRIC STRIKE		
8.000	2	HDW	LATCHGUARD WITH CYLINDER HOLE DARK BRONZE LP-312 DU		
9.000	1	HDW	Altronix SMP5PMCTXPD4 POWER SUPPLY WITH OUTPUTS 4AMP		
10.000	1	13412	IM-1272F1 12VOLT 7AMP BATTERY		
11.000	2	HDW	STI-USA #700694 PROTECTIVE COATED STEEL CAGE FOR STANDARD REX		
12.000		MINSTALL	ALLOWANCE FOR FIELD CABLE, CONDUIT, & MISCELLANEOUS INSTALLATION ACCESSORIES		
13.000		INSTRIP	INSTALL TRIP CHARGE		
14.000		INSTALL	INSTALLATION OF MATERIAL- MECHANICAL AND FRAME WELD REPREP		
15.000		ELTRIP	TRIP CHARGE FOR ONSITE ELECTRONIC SECURITY FIELD TECHNICIAN		
16.000		ELINSTALL	ONSITE ELECTRONIC SECURITY MATERIALS INSTALLATION		

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.					
Stock materials are subject to 45% restocking fee. Special order materials are not returnable. No returns after 90 days. Payment can be made via Credit Card or E-Check by accessing our payment portal at: https://www.e-billexpress.com/ebpp/LaForce/ (MC / VISA / AMEX / DISC) A transaction fee will be charged on all payments made via credit card, which is not greater than our cost of acceptance. This quotation is subject to the Terms and Conditions found at http://laforceinc.com/terms-conditions/, which are incorporated in full by this reference. The Terms and Conditions will be sent by mail to the Buyer upon request. LaForce, Inc. limits acceptance to the Terms and Conditions, and objects to any other additional or different terms in the Buyer's purchase order or acceptance.				FREIGHT	\$0.00
				SUBTOTAL	\$5,661.00
				SALES TAX	\$0.00
				TOTAL	\$5,661.00
DISCOUNT TERMS: 1% 15 DAYS				PAY TERMS: NET 30	

QUALIFICATIONS

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- Federal project note: Federal Contractor vaccine mandate compliance not available.

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Thank You,

BRIAN SIGMUND
Email: Brian.Sigmund@laforceinc.com
Phone: (920)490-2221

LISA ATHEY
Email: Lisa.Athey@laforceinc.com
Phone: (920)490-2325

Quote Number: 507647QU

Authorized By: _____

Company: _____

Date: _____

QUOTE

1060 W. Mason Street, Green Bay, WI 54303
P.O. Box 10068, Green Bay, WI 54307
Questions: (920) 497-7100
(800) 236-8858
(800) 672-6795 Auto Attendant

QUOTE NUMBER	507639QU
QUOTE DATE	11/13/2024
CUSTOMER REQUISITION	SENT 11/13/24 BXS
MODE OF DELIVERY	Security Integrations install
CUSTOMER	15720
CONTACT	ANDY KRZEWINA

SOLD TO	CITY OF GREEN BAY 100 N JEFFERSON GREEN BAY, WI 54301 USA
----------------	--

SHIP TO	ST JAMES PARK 801 S MADISON ST GREEN BAY, WI 54301 USA
----------------	---

JOB *** SI-ST JAMES PARK TIMER SYSTEM BRIVO

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	HDW	BRIVO B-ACS300-E 12VDC IP DOOR CONTROLLER W/ (2) READER / DOOR INPUTS, ETHERNET, WI-FI, & ENCLOSURE		
2.000	1	HDW	BRIVO B-OA-CNM1-Z1 VERIZON 4G CELLULAR NETWORK MODULE FOR ACS300-E SERIES IP DOOR CONTROLLER		
3.000		HOSTED	BRIVO ACCESS STANDARD EDITION DATA PLAN - (1) READER / DOOR - ANNUAL		
4.000		HOSTED	BRIVO ACCESS DATA PLAN - VERIZON CELLULAR NETWORK MODULE - ANNUAL		
5.000	2	MHDW	SECURITRON XMS REX MOTION SENSOR		
6.000	2	18807	7400A ELECTRIC STRIKE BODY ONLY 12/24/16 VAC/VDC		
7.000	2	18801	FPK7440 4 7/8" 313 FACEPLATE FOR 7400A ELECTRIC STRIKE		
8.000	2	HDW	LATCHGUARD WITH CYLINDER HOLE DARK BRONZE LP-312 DU		
9.000	1	HDW	Altronix SMP5PMCTXPD4 POWER SUPPLY WITH OUTPUTS 4AMP		
10.000	1	13412	IM-1272F1 12VOLT 7AMP BATTERY		
11.000	2	HDW	STI-USA #700694 PROTECTIVE COATED STEEL CAGE FOR STANDARD REX		
12.000		MINSTALL	ALLOWANCE FOR FIELD CABLE, CONDUIT, & MISCELLANEOUS INSTALLATION ACCESSORIES		
13.000		INSTRIP	INSTALL TRIP CHARGE		
14.000		INSTALL	INSTALLATION OF MATERIAL- MECHANICAL AND FRAME WELD REPREP		
15.000		ELTRIP	TRIP CHARGE FOR ONSITE ELECTRONIC SECURITY FIELD TECHNICIAN		
16.000		ELINSTALL	ONSITE ELECTRONIC SECURITY MATERIALS INSTALLATION		

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.					
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				SUBTOTAL	\$5,661.00
				SALES TAX	\$0.00
				TOTAL	\$5,661.00
DISCOUNT TERMS: 1% 15 DAYS				PAY TERMS: NET 30	

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Thank You,

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Email: Brian.Sigmund@laforceinc.com
Phone: (920)490-2221

LISA ATHEY
Email: Lisa.Athey@laforceinc.com
Phone: (920)490-2325

Quote Number: 507639QU

Authorized By: _____

Company: _____

Date: _____

QUOTE

1060 W. Mason Street, Green Bay, WI 54303
P.O. Box 10068, Green Bay, WI 54307
Questions: (920) 497-7100
(800) 236-8858
(800) 672-6795 Auto Attendant

QUOTE NUMBER	507632QU
QUOTE DATE	11/13/2024
CUSTOMER REQUISITION	SENT 11/13/24 BXS
MODE OF DELIVERY	Security Integrations install
CUSTOMER	15720
CONTACT	ANDY KRZEWINA

SOLD TO	CITY OF GREEN BAY 100 N JEFFERSON GREEN BAY, WI 54301 USA
----------------	--

SHIP TO	PERKINS PARK 600 N FISK ST GREEN BAY, WI 54303 USA
----------------	---

JOB *** SI-PERKINS PARK TIMER SYSTEM BRIVO

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	HDW	BRIVO B-ACS300-E 12VDC IP DOOR CONTROLLER W/ (2) READER / DOOR INPUTS, ETHERNET, WI-FI, & ENCLOSURE		
2.000	1	HDW	BRIVO B-OA-CNM1-Z1 VERIZON 4G CELLULAR NETWORK MODULE FOR ACS300-E SERIES IP DOOR CONTROLLER		
3.000		HOSTED	BRIVO ACCESS STANDARD EDITION DATA PLAN - (1) READER / DOOR - ANNUAL		
4.000		HOSTED	BRIVO ACCESS DATA PLAN - VERIZON CELLULAR NETWORK MODULE - ANNUAL		
5.000	2	MHDW	SECURITRON XMS REX MOTION SENSOR		
6.000	2	18807	7400A ELECTRIC STRIKE BODY ONLY 12/24/16 VAC/VDC		
7.000	2	18801	FPK7440 4 7/8" 313 FACEPLATE FOR 7400A ELECTRIC STRIKE		
8.000	2	HDW	LATCHGUARD WITH CYLINDER HOLE DARK BRONZE LP-312 DU		
9.000	1	HDW	Altronix SMP5PMCTXPD4 POWER SUPPLY WITH OUTPUTS 4AMP		
10.000	1	13412	IM-1272F1 12VOLT 7AMP BATTERY		
11.000	2	HDW	STI-USA #700694 PROTECTIVE COATED STEEL CAGE FOR STANDARD REX		
12.000		MINSTALL	ALLOWANCE FOR FIELD CABLE, CONDUIT, & MISCELLANEOUS INSTALLATION ACCESSORIES		
13.000		INSTRIP	INSTALL TRIP CHARGE		
14.000		INSTALL	INSTALLATION OF MATERIAL- MECHANICAL AND FRAME WELD REPREP		
15.000		ELTRIP	TRIP CHARGE FOR ONSITE ELECTRONIC SECURITY FIELD TECHNICIAN		
16.000		ELINSTALL	ONSITE ELECTRONIC SECURITY MATERIALS INSTALLATION		

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.					
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				SUBTOTAL	\$5,661.00
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Phone: (920)490-2221

LISA ATHEY
Email: Lisa.Athey@laforceinc.com
Phone: (920)490-2325

Quote Number: 507632QU

Authorized By: _____

Company: _____

Date: _____

QUOTE

1060 W. Mason Street, Green Bay, WI 54303
P.O. Box 10068, Green Bay, WI 54307
Questions: (920) 497-7100
(800) 236-8858
(800) 672-6795 Auto Attendant

QUOTE NUMBER	507635QU
QUOTE DATE	11/13/2024
CUSTOMER REQUISITION	SENT 11/13/24 BXS
MODE OF DELIVERY	Security Integrations install
CUSTOMER	15720
CONTACT	ANDY KRZEWINA

SOLD TO	CITY OF GREEN BAY 100 N JEFFERSON GREEN BAY, WI 54301 USA
----------------	--

SHIP TO	MARQUETTE PARK 1061 HICKORY HILLS DR GREEN BAY, WI 54304 USA
----------------	---

JOB *** SI-MARQUETTE PARK TIMER SYSTEM BRIVO

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	HDW	BRIVO B-ACS300-E 12VDC IP DOOR CONTROLLER W/ (2) READER / DOOR INPUTS, ETHERNET, WI-FI, & ENCLOSURE		
2.000	1	HDW	BRIVO B-OA-CNM1-Z1 VERIZON 4G CELLULAR NETWORK MODULE FOR ACS300-E SERIES IP DOOR CONTROLLER		
3.000		HOSTED	BRIVO ACCESS STANDARD EDITION DATA PLAN - (1) READER / DOOR - ANNUAL		
4.000		HOSTED	BRIVO ACCESS DATA PLAN - VERIZON CELLULAR NETWORK MODULE - ANNUAL		
5.000	2	MHDW	SECURITRON XMS REX MOTION SENSOR		
6.000	2	18807	7400A ELECTRIC STRIKE BODY ONLY 12/24/16 VAC/VDC		
7.000	2	18801	FPK7440 4 7/8" 313 FACEPLATE FOR 7400A ELECTRIC STRIKE		
8.000	2	HDW	LATCHGUARD WITH CYLINDER HOLE DARK BRONZE LP-312 DU		
9.000	1	HDW	Altronix SMP5PMCTXPD4 POWER SUPPLY WITH OUTPUTS 4AMP		
10.000	1	13412	IM-1272F1 12VOLT 7AMP BATTERY		
11.000	2	HDW	STI-USA #700694 PROTECTIVE COATED STEEL CAGE FOR STANDARD REX		
12.000		MINSTALL	ALLOWANCE FOR FIELD CABLE, CONDUIT, & MISCELLANEOUS INSTALLATION ACCESSORIES		
13.000		INSTRIP	INSTALL TRIP CHARGE		
14.000		INSTALL	INSTALLATION OF MATERIAL- MECHANICAL AND FRAME WELD REPREP		
15.000		ELTRIP	TRIP CHARGE FOR ONSITE ELECTRONIC SECURITY FIELD TECHNICIAN		
16.000		ELINSTALL	ONSITE ELECTRONIC SECURITY MATERIALS INSTALLATION		

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.					
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				SUBTOTAL	\$5,661.00
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Thank You,

BRIAN SIGMUND
Email: Brian.Sigmund@laforceinc.com
Phone: (920)490-2221

LISA ATHEY
Email: Lisa.Athey@laforceinc.com
Phone: (920)490-2325

Quote Number: 507635QU
Authorized By: _____
Company: _____
Date: _____

QUOTE

1060 W. Mason Street, Green Bay, WI 54303
P.O. Box 10068, Green Bay, WI 54307
Questions: (920) 497-7100
(800) 236-8858
(800) 672-6795 Auto Attendant

QUOTE NUMBER	507631QU
QUOTE DATE	11/13/2024
CUSTOMER REQUISITION	SENT 11/13/24 BXS
MODE OF DELIVERY	Security Integrations install
CUSTOMER	15720
CONTACT	ANDY KRZEWINA

SOLD TO	CITY OF GREEN BAY 100 N JEFFERSON GREEN BAY, WI 54301 USA
----------------	--

SHIP TO	COLBURN UPPER SHELTER 901 S FISK ST GREEN BAY, WI 54304 USA
----------------	--

JOB *** SI-COLBURN UPPER SHELTER TIMER SYSTEM BRIVO

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	HDW	BRIVO B-ACS300-E 12VDC IP DOOR CONTROLLER W/ (2) READER / DOOR INPUTS, ETHERNET, WI-FI, & ENCLOSURE		
2.000	1	HDW	BRIVO B-OA-CNM1-Z1 VERIZON 4G CELLULAR NETWORK MODULE FOR ACS300-E SERIES IP DOOR CONTROLLER		
3.000		HOSTED	BRIVO ACCESS STANDARD EDITION DATA PLAN - (1) READER / DOOR - ANNUAL		
4.000		HOSTED	BRIVO ACCESS DATA PLAN - VERIZON CELLULAR NETWORK MODULE - ANNUAL		
5.000	2	MHDW	SECURITRON XMS REX MOTION SENSOR		
6.000	2	18807	7400A ELECTRIC STRIKE BODY ONLY 12/24/16 VAC/VDC		
7.000	2	18801	FPK7440 4 7/8" 313 FACEPLATE FOR 7400A ELECTRIC STRIKE		
8.000	2	HDW	LATCHGUARD WITH CYLINDER HOLE DARK BRONZE LP-312 DU		
9.000	1	HDW	Altronix SMP5PMCTXPD4 POWER SUPPLY WITH OUTPUTS 4AMP		
10.000	1	13412	IM-1272F1 12VOLT 7AMP BATTERY		
11.000	2	HDW	STI-USA #700694 PROTECTIVE COATED STEEL CAGE FOR STANDARD REX		
12.000		MINSTALL	ALLOWANCE FOR FIELD CABLE, CONDUIT, & MISCELLANEOUS INSTALLATION ACCESSORIES		
13.000		INSTRIP	INSTALL TRIP CHARGE		
14.000		INSTALL	INSTALLATION OF MATERIAL- MECHANICAL AND FRAME WELD PREP		
15.000		ELTRIP	TRIP CHARGE FOR ONSITE ELECTRONIC SECURITY FIELD TECHNICIAN		
16.000		ELINSTALL	ONSITE ELECTRONIC SECURITY MATERIALS INSTALLATION		

QUOTE

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RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.					
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				SUBTOTAL	\$5,661.00
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DISCOUNT TERMS: 1% 15 DAYS				PAY TERMS: NET 30	

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Phone: (920)490-2221

LISA ATHEY
Email: Lisa.Athey@laforceinc.com
Phone: (920)490-2325

Quote Number: 507631QU

Authorized By: _____

Company: _____

Date: _____

QUOTE

1060 W. Mason Street, Green Bay, WI 54303
P.O. Box 10068, Green Bay, WI 54307
Questions: (920) 497-7100
(800) 236-8858
(800) 672-6795 Auto Attendant

QUOTE NUMBER	507630QU
QUOTE DATE	11/13/2024
CUSTOMER REQUISITION	SENT 11/13/24 BXS
MODE OF DELIVERY	Security Integrations install
CUSTOMER	15720
CONTACT	ANDY KRZEWINA

SOLD TO	CITY OF GREEN BAY 100 N JEFFERSON GREEN BAY, WI 54301 USA
----------------	--

SHIP TO	MURPHY PARK 1627 DOUSMAN ST GREEN BAY, WI 54303 USA
----------------	--

JOB *** SI-MURPHY PARK TIMER SYSTEM BRIVO

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	HDW	BRIVO B-ACS300-E 12VDC IP DOOR CONTROLLER W/ (2) READER / DOOR INPUTS, ETHERNET, WI-FI, & ENCLOSURE		
2.000	1	HDW	BRIVO B-OA-CNM1-Z1 VERIZON 4G CELLULAR NETWORK MODULE FOR ACS300-E SERIES IP DOOR CONTROLLER		
3.000		HOSTED	BRIVO ACCESS STANDARD EDITION DATA PLAN - (1) READER / DOOR - ANNUAL		
4.000		HOSTED	BRIVO ACCESS DATA PLAN - VERIZON CELLULAR NETWORK MODULE - ANNUAL		
5.000	2	MHDW	SECURITRON XMS REX MOTION SENSOR		
5.500	2	18807	7400A ELECTRIC STRIKE BODY ONLY 12/24/16 VAC/VDC		
5.750	2	18801	FPK7440 4 7/8" 313 FACEPLATE FOR 7400A ELECTRIC STRIKE		
5.875	2	HDW	LATCHGUARD WITH CYLINDER HOLE DARK BRONZE LP-312 DU		
6.000	1	HDW	Altronix SMP5PMCTXPD4 POWER SUPPLY WITH OUTPUTS 4AMP		
7.000	1	13412	IM-1272F1 12VOLT 7AMP BATTERY		
8.000	2	HDW	STI-USA #700694 PROTECTIVE COATED STEEL CAGE FOR STANDARD REX		
9.000		MINSTALL	ALLOWANCE FOR FIELD CABLE, CONDUIT, & MISCELLANEOUS INSTALLATION ACCESSORIES		
10.000		INSTRIP	INSTALL TRIP CHARGE		
11.000		INSTALL	INSTALLATION OF MATERIAL- MECHANICAL AND FRAME WELD REPREP		
12.000		ELTRIP	TRIP CHARGE FOR ONSITE ELECTRONIC SECURITY FIELD TECHNICIAN		
13.000		ELINSTALL	ONSITE ELECTRONIC SECURITY MATERIALS INSTALLATION		

QUOTE

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RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.					
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				SUBTOTAL	\$5,661.00
				SALES TAX	\$0.00
				TOTAL	\$5,661.00
DISCOUNT TERMS: 1% 15 DAYS				PAY TERMS: NET 30	

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Email: Brian.Sigmund@laforceinc.com
Phone: (920)490-2221

LISA ATHEY
Email: Lisa.Athey@laforceinc.com
Phone: (920)490-2325

Quote Number: 507630QU

Authorized By: _____

Company: _____

Date: _____

QUOTE

1060 W. Mason Street, Green Bay, WI 54303
P.O. Box 10068, Green Bay, WI 54307
Questions: (920) 497-7100
(800) 236-8858
(800) 672-6795 Auto Attendant

QUOTE NUMBER	507633QU
QUOTE DATE	11/13/2024
CUSTOMER REQUISITION	SENT 11/13/24 BXS
MODE OF DELIVERY	Security Integrations install
CUSTOMER	15720
CONTACT	ANDY KRZEWINA

SOLD TO	CITY OF GREEN BAY 100 N JEFFERSON GREEN BAY, WI 54301 USA
----------------	--

SHIP TO	JOHN MUIR PARK 1761 BIEMERET ST GREEN BAY, WI 54304 USA
----------------	--

JOB *** SI-JOHN MUIR PARK TIMER SYSTEM BRIVO

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	HDW	BRIVO B-ACS300-E 12VDC IP DOOR CONTROLLER W/ (2) READER / DOOR INPUTS, ETHERNET, WI-FI, & ENCLOSURE		
2.000	1	HDW	BRIVO B-OA-CNM1-Z1 VERIZON 4G CELLULAR NETWORK MODULE FOR ACS300-E SERIES IP DOOR CONTROLLER		
3.000		HOSTED	BRIVO ACCESS STANDARD EDITION DATA PLAN - (1) READER / DOOR - ANNUAL		
4.000		HOSTED	BRIVO ACCESS DATA PLAN - VERIZON CELLULAR NETWORK MODULE - ANNUAL		
5.000	2	MHDW	SECURITRON XMS REX MOTION SENSOR		
7.000	2	16035	5000-12/24 VAC/VDC 630 ELECTRIC STRIKE		
8.000	2	13414	501-FACEPLATE 630 FOR 5000 & 5200 SERIES ELECTRIC STRIKE		
8.500	2	17948	322 US2C LATCH PROTECTOR 1 1/2" X 6" NO CUTOUT		
8.750	2	HDW	MARKS 145K / 32D - E4 2-3/4" backset, 1-1/8" x 2-1/4" face		
9.000	1	HDW	Altronix SMP5PMCTXPD4 POWER SUPPLY WITH OUTPUTS 4AMP		
10.000	1	13412	IM-1272F1 12VOLT 7AMP BATTERY		
11.000	2	HDW	STI-USA #700694 PROTECTIVE COATED STEEL CAGE FOR STANDARD REX		
12.000		MINSTALL	ALLOWANCE FOR FIELD CABLE, CONDUIT, & MISCELLANEOUS INSTALLATION ACCESSORIES		
13.000		INSTRIP	INSTALL TRIP CHARGE		
14.000		INSTALL	INSTALLATION OF MATERIAL- MECHANICAL AND FRAME WELD PREP		
15.000		ELTRIP	TRIP CHARGE FOR ONSITE ELECTRONIC SECURITY FIELD TECHNICIAN		
16.000		ELINSTALL	ONSITE ELECTRONIC SECURITY MATERIALS INSTALLATION		
17.000	1	KEYINFO	KEY INFORMATION		
18.000	1	REFERENCE	PLEASE NOTE DOORS AND FRAMES ARE IN TOUGH SHAPE AT THIS SITE AND CANNOT GARUANTEE PROPER LATCHING WITH THESE CONDITIONS		

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.					
Stock materials are subject to 45% restocking fee. Special order materials are not returnable. No returns after 90 days. Payment can be made via Credit Card or E-Check by accessing our payment portal at: https://www.e-billexpress.com/ebpp/LaForce/ (MC / VISA / AMEX / DISC) A transaction fee will be charged on all payments made via credit card, which is not greater than our cost of acceptance. This quotation is subject to the Terms and Conditions found at http://laforceinc.com/terms-conditions/, which are incorporated in full by this reference. The Terms and Conditions will be sent by mail to the Buyer upon request. LaForce, Inc. limits acceptance to the Terms and Conditions, and objects to any other additional or different terms in the Buyer's purchase order or acceptance.				FREIGHT	\$0.00
				SUBTOTAL	\$5,898.00
				SALES TAX	\$0.00
				TOTAL	\$5,898.00
DISCOUNT TERMS: 1% 15 DAYS				PAY TERMS: NET 30	

QUALIFICATIONS

- Quote is valid for 30 days from date of quotation unless otherwise stated herein.
- Past due accounts are subject to a service charge of 1.5% per month on the unpaid balance.
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- No sales, use or other taxes included unless otherwise stated herein in writing.
- See attached qualifications and terms for this project.
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Thank You,

BRIAN SIGMUND
Email: Brian.Sigmund@laforceinc.com
Phone: (920)490-2221

LISA ATHEY
Email: Lisa.Athey@laforceinc.com
Phone: (920)490-2325

Quote Number: 507633QU

Authorized By: _____

Company: _____

Date: _____

QUOTE

1060 W. Mason Street, Green Bay, WI 54303
P.O. Box 10068, Green Bay, WI 54307
Questions: (920) 497-7100
(800) 236-8858
(800) 672-6795 Auto Attendant

QUOTE NUMBER	507636QU
QUOTE DATE	11/13/2024
CUSTOMER REQUISITION	SENT 11/13/24 BXS
MODE OF DELIVERY	Security Integrations install
CUSTOMER	15720
CONTACT	ANDY KRZEWINA

SOLD TO	CITY OF GREEN BAY 100 N JEFFERSON GREEN BAY, WI 54301 USA
----------------	--

SHIP TO	SEYMOUR PARK 330 S OAKLAND DR GREEN BAY, WI 54303 USA
----------------	--

JOB *** SI-SEYMOUR PARK TIMER SYSTEM BRIVO

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	HDW	BRIVO B-ACS300-E 12VDC IP DOOR CONTROLLER W/ (2) READER / DOOR INPUTS, ETHERNET, WI-FI, & ENCLOSURE		
2.000	1	HDW	BRIVO B-OA-CNM1-Z1 VERIZON 4G CELLULAR NETWORK MODULE FOR ACS300-E SERIES IP DOOR CONTROLLER		
3.000		HOSTED	BRIVO ACCESS STANDARD EDITION DATA PLAN - (1) READER / DOOR - ANNUAL		
4.000		HOSTED	BRIVO ACCESS DATA PLAN - VERIZON CELLULAR NETWORK MODULE - ANNUAL		
5.000	2	MHDW	SECURITRON XMS REX MOTION SENSOR		
6.000	2	16035	5000-12/24 VAC/VDC 630 ELECTRIC STRIKE		
7.000	2	13414	501-FACEPLATE 630 FOR 5000 & 5200 SERIES ELECTRIC STRIKE		
8.000	2	17948	322 US2C LATCH PROTECTOR 1 1/2" X 6" NO CUTOUT		
9.000	2	HDW	MARKS 145K / 32D - E4 2-3/4" backset, 1-1/8" x 2-1/4" face		
10.000	1	HDW	Altronix SMP5PMCTXPD4 POWER SUPPLY WITH OUTPUTS 4AMP		
11.000	1	13412	IM-1272F1 12VOLT 7AMP BATTERY		
12.000	2	HDW	STI-USA #700694 PROTECTIVE COATED STEEL CAGE FOR STANDARD REX		
13.000		MINSTALL	ALLOWANCE FOR FIELD CABLE, CONDUIT, & MISCELLANEOUS INSTALLATION ACCESSORIES		
14.000		INSTRIP	INSTALL TRIP CHARGE		
15.000		INSTALL	INSTALLATION OF MATERIAL- MECHANICAL AND FRAME WELD PREP		
16.000		ELTRIP	TRIP CHARGE FOR ONSITE ELECTRONIC SECURITY FIELD TECHNICIAN		
17.000		ELINSTALL	ONSITE ELECTRONIC SECURITY MATERIALS INSTALLATION		
18.000	1	KEYINFO	KEY INFORMATION		

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.					
Stock materials are subject to 45% restocking fee. Special order materials are not returnable. No returns after 90 days. Payment can be made via Credit Card or E-Check by accessing our payment portal at: https://www.e-billexpress.com/ebpp/LaForce/ (MC / VISA / AMEX / DISC) A transaction fee will be charged on all payments made via credit card, which is not greater than our cost of acceptance. This quotation is subject to the Terms and Conditions found at http://laforceinc.com/terms-conditions/, which are incorporated in full by this reference. The Terms and Conditions will be sent by mail to the Buyer upon request. LaForce, Inc. limits acceptance to the Terms and Conditions, and objects to any other additional or different terms in the Buyer's purchase order or acceptance.				FREIGHT	\$0.00
				SUBTOTAL	\$5,898.00
				SALES TAX	\$0.00
				TOTAL	\$5,898.00
DISCOUNT TERMS: 1% 15 DAYS				PAY TERMS: NET 30	

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Thank You,

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Email: Brian.Sigmund@laforceinc.com
Phone: (920)490-2221

LISA ATHEY
Email: Lisa.Athey@laforceinc.com
Phone: (920)490-2325

Quote Number: 507636QU

Authorized By: _____

Company: _____

Date: _____

QUOTE

1060 W. Mason Street, Green Bay, WI 54303
P.O. Box 10068, Green Bay, WI 54307
Questions: (920) 497-7100
(800) 236-8858
(800) 672-6795 Auto Attendant

QUOTE NUMBER	507637QU
QUOTE DATE	11/13/2024
CUSTOMER REQUISITION	SENT 11/13/24 BXS
MODE OF DELIVERY	Security Integrations install
CUSTOMER	15720
CONTACT	ANDY KRZEWINA

SOLD TO	CITY OF GREEN BAY 100 N JEFFERSON GREEN BAY, WI 54301 USA
----------------	--

SHIP TO	BEAUMONT PARK 1600 SUE LN GREEN BAY, WI 54304 USA
----------------	--

JOB *** SI-BEAUMONT PARK TIMER SYSTEM BRIVO

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	HDW	BRIVO B-ACS300-E 12VDC IP DOOR CONTROLLER W/ (2) READER / DOOR INPUTS, ETHERNET, WI-FI, & ENCLOSURE		
2.000	1	HDW	BRIVO B-OA-CNM1-Z1 VERIZON 4G CELLULAR NETWORK MODULE FOR ACS300-E SERIES IP DOOR CONTROLLER		
3.000		HOSTED	BRIVO ACCESS STANDARD EDITION DATA PLAN - (1) READER / DOOR - ANNUAL		
4.000		HOSTED	BRIVO ACCESS DATA PLAN - VERIZON CELLULAR NETWORK MODULE - ANNUAL		
5.000	2	MHDW	SECURITRON XMS REX MOTION SENSOR		
6.000	2	16035	5000-12/24 VAC/VDC 630 ELECTRIC STRIKE		
7.000	2	13414	501-FACEPLATE 630 FOR 5000 & 5200 SERIES ELECTRIC STRIKE		
8.000	2	17948	322 US2C LATCH PROTECTOR 1 1/2" X 6" NO CUTOUT		
9.000	2	HDW	MARKS 145K / 32D - E4 2-3/4" backset, 1-1/8" x 2-1/4" face		
10.000	1	HDW	Altronix SMP5PMCTXPD4 POWER SUPPLY WITH OUTPUTS 4AMP		
11.000	1	13412	IM-1272F1 12VOLT 7AMP BATTERY		
12.000	2	HDW	STI-USA #700694 PROTECTIVE COATED STEEL CAGE FOR STANDARD REX		
13.000		MINSTALL	ALLOWANCE FOR FIELD CABLE, CONDUIT, & MISCELLANEOUS INSTALLATION ACCESSORIES		
14.000		INSTRIP	INSTALL TRIP CHARGE		
15.000		INSTALL	INSTALLATION OF MATERIAL- MECHANICAL AND FRAME WELD REPREP		
16.000		ELTRIP	TRIP CHARGE FOR ONSITE ELECTRONIC SECURITY FIELD TECHNICIAN		
17.000		ELINSTALL	ONSITE ELECTRONIC SECURITY MATERIALS INSTALLATION		
18.000	1	KEYINFO	KEY INFORMATION		

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.					
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				SUBTOTAL	\$5,898.00
				SALES TAX	\$0.00
				TOTAL	\$5,898.00
DISCOUNT TERMS: 1% 15 DAYS				PAY TERMS: NET 30	

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Thank You,

BRIAN SIGMUND
Email: Brian.Sigmund@laforceinc.com
Phone: (920)490-2221

LISA ATHEY
Email: Lisa.Athey@laforceinc.com
Phone: (920)490-2325

Quote Number: 507637QU

Authorized By: _____

Company: _____

Date: _____

QUOTE

1060 W. Mason Street, Green Bay, WI 54303
P.O. Box 10068, Green Bay, WI 54307
Questions: (920) 497-7100
(800) 236-8858
(800) 672-6795 Auto Attendant

QUOTE NUMBER	507643QU
QUOTE DATE	11/13/2024
CUSTOMER REQUISITION	SENT 11/13/24 BXS
MODE OF DELIVERY	Security Integrations install
CUSTOMER	15720
CONTACT	ANDY KRZEWINA

SOLD TO	CITY OF GREEN BAY 100 N JEFFERSON GREEN BAY, WI 54301 USA
----------------	--

SHIP TO	EAST RIVER PARK 800 JOHN ST GREEN BAY, WI 54302 USA
----------------	--

JOB *** SI-EAST RIVER PARK TIMER SYSTEM BRIVO

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	HDW	BRIVO B-ACS300-E 12VDC IP DOOR CONTROLLER W/ (2) READER / DOOR INPUTS, ETHERNET, WI-FI, & ENCLOSURE		
2.000	1	HDW	BRIVO B-OA-CNM1-Z1 VERIZON 4G CELLULAR NETWORK MODULE FOR ACS300-E SERIES IP DOOR CONTROLLER		
3.000		HOSTED	BRIVO ACCESS STANDARD EDITION DATA PLAN - (1) READER / DOOR - ANNUAL		
4.000		HOSTED	BRIVO ACCESS DATA PLAN - VERIZON CELLULAR NETWORK MODULE - ANNUAL		
5.000	2	MHDW	SECURITRON XMS REX MOTION SENSOR		
6.000	2	16035	5000-12/24 VAC/VDC 630 ELECTRIC STRIKE		
7.000	2	13414	501-FACEPLATE 630 FOR 5000 & 5200 SERIES ELECTRIC STRIKE		
8.000	2	HDW	MARKS 145K / 32D - E4 2-3/4" backset, 1-1/8" x 2-1/4" face		
9.000	1	HDW	Altronix SMP5PMCTXPD4 POWER SUPPLY WITH OUTPUTS 4AMP		
10.000	1	13412	IM-1272F1 12VOLT 7AMP BATTERY		
11.000	2	HDW	STI-USA #700694 PROTECTIVE COATED STEEL CAGE FOR STANDARD REX		
12.000		MINSTALL	ALLOWANCE FOR FIELD CABLE, CONDUIT, & MISCELLANEOUS INSTALLATION ACCESSORIES		
13.000		INSTRIP	INSTALL TRIP CHARGE		
14.000		INSTALL	INSTALLATION OF MATERIAL- MECHANICAL AND FRAME WELD PREP		
15.000		ELTRIP	TRIP CHARGE FOR ONSITE ELECTRONIC SECURITY FIELD TECHNICIAN		
16.000		ELINSTALL	ONSITE ELECTRONIC SECURITY MATERIALS INSTALLATION		
17.000	1	KEYINFO	KEY INFORMATION		

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.					
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				SUBTOTAL	\$5,874.00
				SALES TAX	\$0.00
				TOTAL	\$5,874.00
DISCOUNT TERMS: 1% 15 DAYS				PAY TERMS: NET 30	

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BRIAN SIGMUND
Email: Brian.Sigmund@laforceinc.com
Phone: (920)490-2221

LISA ATHEY
Email: Lisa.Athey@laforceinc.com
Phone: (920)490-2325

Quote Number: 507643QU

Authorized By: _____

Company: _____

Date: _____

QUOTE

1060 W. Mason Street, Green Bay, WI 54303
P.O. Box 10068, Green Bay, WI 54307
Questions: (920) 497-7100
(800) 236-8858
(800) 672-6795 Auto Attendant

QUOTE NUMBER	507641QU
QUOTE DATE	11/13/2024
CUSTOMER REQUISITION	SENT 11/13/24 BXS
MODE OF DELIVERY	Security Integrations install
CUSTOMER	15720
CONTACT	ANDY KRZEWINA

SOLD TO	CITY OF GREEN BAY 100 N JEFFERSON GREEN BAY, WI 54301 USA
----------------	--

SHIP TO	ARNIE WOLFF SPORTS COMPLEX 3240 HUMBOLDT RD GREEN BAY, WI 54311 USA
----------------	--

JOB *** SI-ARNIE WOLFF SPORTS COMPLEX TIMER SYSTEM BRIVO

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	HDW	BRIVO B-ACS300-E 12VDC IP DOOR CONTROLLER W/ (2) READER / DOOR INPUTS, ETHERNET, WI-FI, & ENCLOSURE		
2.000	1	HDW	BRIVO B-OA-CNM1-Z1 VERIZON 4G CELLULAR NETWORK MODULE FOR ACS300-E SERIES IP DOOR CONTROLLER		
3.000		HOSTED	BRIVO ACCESS STANDARD EDITION DATA PLAN - (1) READER / DOOR - ANNUAL		
4.000		HOSTED	BRIVO ACCESS DATA PLAN - VERIZON CELLULAR NETWORK MODULE - ANNUAL		
5.000	2	MHDW	SECURITRON XMS REX MOTION SENSOR		
6.000	2	16035	5000-12/24 VAC/VDC 630 ELECTRIC STRIKE		
7.000	2	13414	501-FACEPLATE 630 FOR 5000 & 5200 SERIES ELECTRIC STRIKE		
7.500	2	17949	321 US2C LATCH PROTECTOR 1 1/2" X 10" NO CUTOUT		
8.000	1	HDW	Altronix SMP5PMCTXPD4 POWER SUPPLY WITH OUTPUTS 4AMP		
9.000	1	13412	IM-1272F1 12VOLT 7AMP BATTERY		
10.000	2	HDW	STI-USA #700694 PROTECTIVE COATED STEEL CAGE FOR STANDARD REX		
11.000		MINSTALL	ALLOWANCE FOR FIELD CABLE, CONDUIT, & MISCELLANEOUS INSTALLATION ACCESSORIES		
12.000		INSTRIP	INSTALL TRIP CHARGE		
13.000		INSTALL	INSTALLATION OF MATERIAL- MECHANICAL AND FRAME WELD PREP		
14.000		ELTRIP	TRIP CHARGE FOR ONSITE ELECTRONIC SECURITY FIELD TECHNICIAN		
15.000		ELINSTALL	ONSITE ELECTRONIC SECURITY MATERIALS INSTALLATION		
16.000	1	KEYINFO	KEY INFORMATION		
17.000	1	REFERENCE	LEVER LOCKS AT THIS LOCATION WILL BE LEFT AS IS AND NEED TO BE IN A LOCKED STATE FOR EFFECTIVNESS OF TIMER LOCKING		

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.					
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				SUBTOTAL	\$5,663.00
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				TOTAL	\$5,663.00
DISCOUNT TERMS: 1% 15 DAYS				PAY TERMS: NET 30	

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LISA ATHEY
Email: Lisa.Athey@laforceinc.com
Phone: (920)490-2325

Quote Number: 507641QU
Authorized By: _____
Company: _____
Date: _____

QUOTE

1060 W. Mason Street, Green Bay, WI 54303
P.O. Box 10068, Green Bay, WI 54307
Questions: (920) 497-7100
(800) 236-8858
(800) 672-6795 Auto Attendant

QUOTE NUMBER	507640QU
QUOTE DATE	11/13/2024
CUSTOMER REQUISITION	SENT 11/13/24 BXS
MODE OF DELIVERY	Security Integrations Install
CUSTOMER	15720
CONTACT	ANDY KRZEWINA

SOLD TO	CITY OF GREEN BAY 100 N JEFFERSON GREEN BAY, WI 54301 USA
----------------	--

SHIP TO	WILDER PARK 1217 EDGEWOOD DR GREEN BAY, WI 54311 USA
----------------	---

JOB *** SI-WILDER PARK TIMER SYSTEM BRIVO

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	HDW	BRIVO B-ACS300-E 12VDC IP DOOR CONTROLLER W/ (2) READER / DOOR INPUTS, ETHERNET, WI-FI, & ENCLOSURE		
2.000	1	HDW	BRIVO B-OA-CNM1-Z1 VERIZON 4G CELLULAR NETWORK MODULE FOR ACS300-E SERIES IP DOOR CONTROLLER		
3.000		HOSTED	BRIVO ACCESS STANDARD EDITION DATA PLAN - (1) READER / DOOR - ANNUAL		
4.000		HOSTED	BRIVO ACCESS DATA PLAN - VERIZON CELLULAR NETWORK MODULE - ANNUAL		
5.000	2	MHDW	SECURITRON XMS REX MOTION SENSOR		
6.000	2	18807	7400A ELECTRIC STRIKE BODY ONLY 12/24/16 VAC/VDC		
7.000	2	18801	FPK7440 4 7/8" 313 FACEPLATE FOR 7400A ELECTRIC STRIKE		
8.000	2	HDW	LATCHGUARD WITH CYLINDER HOLE DARK BRONZE LP-312 DU		
9.000	1	HDW	Altronix SMP5PMCTXPD4 POWER SUPPLY WITH OUTPUTS 4AMP		
10.000	1	13412	IM-1272F1 12VOLT 7AMP BATTERY		
11.000	2	HDW	STI-USA #700694 PROTECTIVE COATED STEEL CAGE FOR STANDARD REX		
12.000		MINSTALL	ALLOWANCE FOR FIELD CABLE, CONDUIT, & MISCELLANEOUS INSTALLATION ACCESSORIES		
13.000		INSTRIP	INSTALL TRIP CHARGE		
14.000		INSTALL	INSTALLATION OF MATERIAL- MECHANICAL AND FRAME WELD PREP		
15.000		ELTRIP	TRIP CHARGE FOR ONSITE ELECTRONIC SECURITY FIELD TECHNICIAN		
16.000		ELINSTALL	ONSITE ELECTRONIC SECURITY MATERIALS INSTALLATION		

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.					
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				SUBTOTAL	\$5,661.00
				SALES TAX	\$0.00
				TOTAL	\$5,661.00
DISCOUNT TERMS: 1% 15 DAYS				PAY TERMS: NET 30	

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- No sales, use or other taxes included unless otherwise stated herein in writing.
- See attached qualifications and terms for this project.
- Federal project note: Federal Contractor vaccine mandate compliance not available.

Thank you for this opportunity to quote your needs. Please sign and return this quote and attached qualifications or send a written purchase order, and we will proceed with your order. LaForce, Inc. is not able to accept verbal purchase authorizations at this time. We look forward to working with you. If you have any questions, or need further information, please give me a call.

Thank You,

BRIAN SIGMUND
Email: Brian.Sigmund@laforceinc.com
Phone: (920)490-2221

LISA ATHEY
Email: Lisa.Athey@laforceinc.com
Phone: (920)490-2325

Quote Number: 507640QU

Authorized By: _____

Company: _____

Date: _____

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

TO : Purchasing Division/Administrative Services

DATE: 10/4/2024

FROM: Department/Division Parks

REQUISITION #

List "No Substitute" Item(s) here: The purchase and installation of the Brivo cellular based door locking system from La Force Inc. for no more than 12 park shelter men's and women's exterior bathroom doors within the City of Green Bay.

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$78,000.00
☐ 2) Annual Commodity purchase: Estimated annual cost: \$
☐ 3) Item may be purchased again: Indicate term: Estimated Annual Cost: \$
Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

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

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

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

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

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

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

The reasoning for going with the Brivo cellular based door locking system is as follows, the Parks Dept currently has six park sites with these locks currently installed. Staying consistent with same Brivo locking system will allow us not to change or add another software package on which to unlock or lock the doors with. The Brivo locking system has worked well for us over the last two years with minimal problems. The problems that have come up have been resolved with La Force in a time efficient manner whether it be from a technical standpoint of software or cellular issues, to door locking hardware issues. Each of our park shelter doors are different from one another in the material the doors are made from. The doors are either a steel door or FRP doors which means each lock style is different. La Force is very familiar with our shelter doors and the locking system that is currently installed. La Force has the capabilities to find the right door hardware to make our shelter doors compatible with the Brivo locking system. The Brivo cellular lock system allows users to set schedules, be notified if after hours movement is sensed, and ability to unlock and lock bathroom doors from an app on a cell phone.

Approvals:

Requestor: Andy Krzewina

Date: 10-4-2024

Department Head:

Paul Dineen

Date: 10/7/24

Purchasing Manager:

Thomas J. Walenski

Date: 11-15-2024



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY**AGENDA ITEM # S.I**

To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.

- a. Operator I
- b. Mechanic
- c. Homeless Outreach Case Coordinator
- d. Police and Fire Positions

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

- 1. Personnel Committee Request to Fill Memo
- 2. Operator I - R. Schiltz 12.02.24
- 3. Mechanic - D. Blackmer 11.01.24
- 4. HOCC Walker 2024
- 5. 2025 Police & Fire Vacancies

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: November 26, 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.

- Operator I – Replacement position due to the retirement of Rick Schiltz effective December 2, 2024. This position is budgeted at \$25.43 to \$29.06 per hour (Pay Grade F).
- Mechanic – Replacement position due to the end of employment of Damien Blackmer effective November 1, 2024. This position is budgeted at \$30.01 to \$35.30 per hour (Pay Grade H).
- Homeless Outreach Case Coordinator – Replacement position due to the resignation of Megan Walker effective November 15, 2024. This position is budgeted at \$27.36 to \$32.18 per hour (Pay Grade G).
- Patrol Officer and Fire Fighter – Positions approved as part of the 2025 budget

**Position Fill Request
Justification Report
November 5, 2024**

Position Title: Street Section – Operator 1 (Tractor Operator)

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 following the retirement of Rick Schiltz at the end of work day on December 2, 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
November 5, 2024**

Position Title: Mechanic – DPW Operations Division/Motor Equipment 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 due to the end of employment of Damien Blackmer 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.**
Yes, this position is currently funded in the DPW-Operations Division operating budget. The current rate of pay is \$30.01/hour to \$35.30/hour (Pay Grade H).
3. **Please list the functions and any special information regarding this position.**
DPW Mechanics maintain and repair all DPW vehicles and equipment; as well as Parking Division, Planning/Housing Department, and Mayor's Office vehicles. Mechanics also assist other departments with vehicle and equipment repairs when requested.
4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
This position does not generate revenue for the City. But the use of in-house labor and equipment reduces the need to contract these services out to a private vendor
5. **Please explain why current staff is unable to absorb duties of this position.**
DPW has thirteen (13) Mechanics in its table of organization. Any vacancy adds workload to other Motor Equipment Section staff, which reduces the ability of the section to maintain DPW's preventative maintenance and repair programs at the necessary level. Insufficient Mechanic staffing contributes to extended vehicle and equipment down time. DPW cannot maintain all repair requests at all times with a short staff. Replacement of the Mechanic vacancy is necessary.
6. **If duties of this position are presently being done, how are they done?**
Duties associated with any vacant position are assigned to other employees. If there is a lack of personnel, then assignments are prioritized. Unassigned duties are postponed, not completed, or overtime expenditures are required to complete necessary repairs.
7. **What service would be reduced or eliminated if this position is not filled?**
DPW cannot reduce or eliminate core services. Motor Equipment Section operates as an internal City service agency for DPW, and other departments. Its clients are DPW, Mason Manor, Inspection Department, Mayor's Office, Parking Division, and Police/Fire Departments when requested. If Mechanic positions are eliminated, DPW would first reduce or eliminate services provided to other departments. DPW must maintain its own fleet first.

8. What are the alternative methods and costs of accomplishing the work?

The alternative to not filling Mechanic vacancies is expenditure of overtime to keep up with workload demand. Using overtime could reduce cost to the City *in the short term* by not having to cover fringe benefits of eliminated Mechanic positions. However, regular overtime assignments lead to burnout, low morale, increased worker compensation injuries, and increased absenteeism. Another alternative to eliminating Mechanic positions is privatization, but that typically is a more expensive alternative.

9. Are there union issues?

No

10. Other supporting comments.

None

**Position Fill Request
Justification Report
10/31/2024**

Position Title: Homeless Outreach Case Coordinator

- 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**

Megan Walker is resigning 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.**

No, this position is grant funded through the HOME-ARP program from HUD.
Wage Range: Pay Grade G, \$27.36-\$32.18 per hour with benefits

- 3. Please list the functions and any special information regarding this position.**

The Homeless Outreach Case Coordinator position plays a critical role in addressing homelessness within the City of Green Bay by providing direct assistance, support, and resources to individuals experiencing homelessness. This position engages with homeless individuals in a compassionate manner to assess their needs and connect them with appropriate services and resources. The primary objective is to facilitate their transition from homelessness to stable housing and improved quality of life. Many of the homeless individuals these positions will be working with have very complex and acute needs. In addition to working directly with homeless individuals, they will also be working collaboratively with area service providers to assemble the right team of people to best meet the needs of the individuals they are working with.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

This position does not generate revenue. This position has the potential to reduce expenses by reducing the need for police and EMS interaction with the homeless population being served.

- 5. Please explain why current staff is unable to absorb duties of this position.**

Funding was allocated by the RDA to support two positions. Two positions are needed due to the size of the homeless population being served.

- 6. If duties of position are presently being done, how are they done?**

The duties will temporarily be absorbed by the second Homeless Outreach Case Coordinator until this position is filled.

7. What service would be reduced or eliminated if this position is not filled?

Necessary outreach and service coordination necessary to help house Green Bay's chronic homeless population.

8. What are the alternative methods and costs of accomplishing the work?

There are no alternative methods.

9. Are there union issues?

No

10. Other supporting comments.

N/A



Human Resources Department
100 North Jefferson Street - Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee

From: Jennifer Smits, Human Resources Generalist

Re: Request to fill Patrol Officer and Fire Fighter vacancies in 2025 that were approved as part of the budget.

Date: November 26, 2024

The Police Department and Fire Department are requesting authorization to fill Patrol Officer and Fire Fighter vacancies in 2025 that were approved as part of the budget.

This request is being made to maintain consistent staffing levels and to limit overtime. When vacancies occur in Patrol Officer or Fire Fighter positions, other Patrol Officers and Fire Fighters are required to staff these vacancies on overtime until the vacancy is filled. Granting approval to fill these vacancies at this time will allow the Human Resources Department to expedite the process as vacancies occur, so that overtime, as a result of vacancies, can be kept to a minimum.

c: Fire Chief Matthew Knott
Police Chief Chris Davis



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # S.2

To approve the reclassification of the Neighborhood Development Specialist and Community Development Specialist positions.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Neighborhood Development Spec & Community Development Spec PC Memo
2. Neighborhood Development Specialist 2024
3. Community Develop Specialist 2024



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: Jennifer Smits, Human Resources Generalist

Re: Request to restructure two positions in the Department of Community & Economic Development

Date: November 22, 2024

RECOMMENDATION

- I. Human Resources and the Department of Community and Economic Development are requesting the following:
 - A. Reclassify the Neighborhood Development Specialist position from Pay Grade H (\$62,421-\$73,424) to Pay Grade J (\$73,445-\$86,403).
 - B. Reclassify the Community Development Specialist position from Pay Grade I (\$67,954-\$79,934) to Pay Grade H (\$62,421-\$73,424) effective January 4, 2025 and request to fill this position and all subsequent vacancies resulting from internal transfers. This position will be vacant due to a retirement, effective January 3, 2025.

These positions were reviewed by the City's salary plan consultant for appropriate placement in the salary plan.

BACKGROUND

- II. Two positions within the Department of Community & Economic Development have undergone changes that have affected the responsibilities of the positions.
 - A. Neighborhood Development Specialist

The Neighborhood Development Specialist position has taken on supervisory responsibility for the (2) Homeless Outreach Case Coordinator positions which were created earlier this year, as well as the Neighborhood Support Specialist. These positions were previously supervised by the Deputy Development Director; however, they work collaboratively with the Neighborhood Development Specialist. The recommended change in supervision will ensure more cohesive support for the programs and initiatives they serve.

In addition, this position has taken on community planning functions, including the 5-year Consolidated Plan and Annual Action Plan, which had previously been handled by the Community Development Specialist. These functions better align with the responsibilities of the Neighborhood Development Specialist.

B. Community Development Specialist

The Community Development Specialist position will continue to apply for, manage, and administer federal and state grant programs. As a result of new federal requirements, this position will ensure that grant funded projects are compliant with regulations which involves completing environmental reviews and ensuring compliance with Davis-Bacon and historic preservation standards.

Upon retirement of the incumbent in early January, the accounting tasks associated with this position will be absorbed by the Department's Accountant. The financial functions of the Community Development Specialist will be related to the tracking of grant dollars.

As mentioned above, the community planning functions that are currently the responsibility of this position will be redistributed to the Neighborhood Development Specialist position.

FISCAL IMPACT

- III. The Neighborhood Development Specialist and Community Development Specialist positions have no impact on the levy because they are fully funded by CDBG and HOME dollars.

This restructuring results in an annual cost decrease of \$3,046. (See below for details.)

Estimated	Neighborhood Development Specialist Grade H, Step 2	Neighborhood Development Specialist Grade J, Step 1
Salary	\$64,272	\$73,445
FICA	\$4,917	\$5,619
WRS (General)	\$4,178	\$4,774
Worker's Comp	\$135	\$154
Health Insurance	\$17,712	\$17,712
Dental Insurance	\$1,402	\$1,402
Life Insurance	\$82	\$93
TOTAL COMPENSATION	\$92,697	\$103,199

Estimated	Community Development Specialist Grade I, Step 6	Community Development Specialist Grade H, Step 3
Salary	\$77,917	\$66,082
FICA	\$5,961	\$5,055
WRS (General)	\$5,065	\$4,295
Worker's Comp	\$164	\$139
Health Insurance	\$17,712	\$17,712
Dental Insurance	\$1,402	\$1,402
Life Insurance	\$98	\$84
TOTAL COMPENSATION	\$108,318	\$94,770

c: Cheryl Renier-Wigg, Development Director
Matthew Buchanan, Deputy Development Director



JOB DESCRIPTION

City of Green Bay

Position Title	NEIGHBORHOOD DEVELOPMENT SPECIALIST
Department	Community & Economic Development
Reports To	Assistant Deputy Development Director
Position Status	Exempt
Salary Range	Grade JH
Job Summary	Under direction of the Assistant Deputy Director, performs work of moderate difficulty in respect to leads neighborhood and community initiatives, including the management of federal and state resources for affordable housing development, and the develops creates creation , coordinates coordination , and implements implementation of neighborhood programs.
Essential Functions	1) Leads partnership and outreach efforts with neighborhood associations and organizations. Attends various meetings and holds informational events. Produces information and promotional materials. 2) Works cooperatively with department staff to provide relocation, acquisition, disposition and management of residential property in compliance with codes, statutes and other regulations. 3) Manages the planning, development, and implementation of Community Development Block Grant (CDBG) activities, as they pertain to residents in target areas. Creates new ideas for programs. Assists Community Development Specialist in creating and submitting the Develops the Annual Action Plan and the 5-year Consolidated Plan. Serves as back-up to the Coordinates with Community Development Specialist in administering the Federal HUD funding programs. 1) Develops and administers neighborhood-based grant and loan programs. Leads partnership and outreach efforts with neighborhood associations and organizations. Attends various meetings and holds informational events. Produces information and promotional materials. 2) Builds and sustains partnerships with community organizations and providers working to end homelessness and works to create more affordable housing. 5) Oversees the work program of the Homeless Outreach Workers Case Coordinators and the Neighborhood Support Specialist. 6) Performs other duties as assigned.
Knowledge, Skills And Abilities	▪ Considerable knowledge of federal, state and local laws, rules and regulations as they relate to job duties. Knowledge of sensitivity to culturally and racially diverse populations and a variety of socio-economic populations. ▪ Knowledge and skill in the application of principles and practices of community planning. Knowledge and technical skills necessary for community and engagement and grassroots community organization and education. ▪ Considerable skill in public speaking and meeting facilitation. Considerable skill in underwriting and developing affordable housing projects and coordinating housing

~~May 21, 2020~~ October 23, 2024

	<u>developments.</u> Good skill in preparing clear and concise written and oral reports. <u>Sufficient supervisory skills to effectively supervise assigned staff. Skill in working effectively with people of diverse income, age, and cultural backgrounds.</u> Skill in multi-tasking and handling multiple projects concurrently. Skill in using design software, social medial and electronic communications. ▪ Ability to proficiently utilize a computer and the required software. Ability to communicate effectively both orally and in writing. Ability to establish and maintain effective working relationships with staff, elected officials and the public. Ability to work the required hours of the position.
Minimum Education And Experience	▪ Bachelor's degree in Urban or Regional Planning, Public Administration, Real Estate, Property Management or a related field. ▪ 1-3+ years experience <u>years' experience</u> in the above areas. ▪ Valid driver's license and a good driving record. A combination of equivalent experience and/or education may be considered.
Physical Requirements	Ability to perform the following activities: ▪ Lifting up to 10-20 pounds. ▪ Carrying up to 10-20 pounds. ▪ Frequent standing and sitting. ▪ Ability to focus for long period of time on projects. ▪ Ability to reach, stoop and lift.
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) _____ Employee Signature _____ Date	

JOB DESCRIPTION

City of Green Bay

Position Title:	COMMUNITY DEVELOPMENT SPECIALIST
Department:	Planning and Development Community & Economic Development
Reports To:	Neighborhood Development Supervisor Deputy Development Director
Position Status:	Exempt
Salary Range:	Grade <u>H32</u>
Job Summary:	Under the direction of the Deputy Development Director, performs work of moderate difficulty in managing manages and administeringadministers Federal-federal and state grant programs, <u>and supports the City's historic preservation initiatives.</u>
Essential Functions:	•<u>1)</u> Applies for, manages, and administers federal and state grant applications including the federal Community Development Block Grant (<u>CDBG</u>) and HOME programs. •<u>2)</u> Works cooperatively with Neighborhood Development Specialist (Impact) to prepare strategies and plans for various grants; conduct<u>s</u> public hearings as required; develop programs and related contracts/agreements; coordinate<u>s</u> program activities; monitors program, compiles and submits program related reports; manages various program budgets; <u>serves as</u> primary contact with <u>the U.S.</u> Department of Housing & Urban Development (<u>HUD</u>) and other state and federal agencies on program compliance issues; administers IDIS program management data for CDBG and HOME project programs. •<u>3)</u> <u>Conducts environmental reviews and ensures compliance with various federal regulations as required by HUD, including the Davis-Bacon Act.</u> •<u>4)</u> <u>Supports the City's historic preservation initiatives, including compliance with local, state, and federal standards and laws regulating the treatment of historic properties.</u> <u>5)</u> Assists <u>City accounting staff</u> in maintaining financial records for the <u>Green bay Housing Authority, Brown County Housing Authority, and Redevelopment Authority.</u> Responsibilities include accounts payable, receivable, bank reconciliations, general ledger, and fixed <u>HUD</u> assets. •<u>6)</u> Other duties and special projects as assigned.
Knowledge, Skills And Abilities	▪ Comprehensive knowledge of federal, state and local laws, rules and regulations as they relate to job duties. Comprehensive understanding of IDIS program management software program and federal program accounting methodologies. Considerable knowledge of generally accepted accounting practices and procedures, and Federal Housing and Urban Development accounting regulations. Good knowledge of <u>federal and state regulations on housing, historic preservation, and environmental reviews.</u> • <u>Knowledge and skill in grant administration.</u> Good management and conflict

	resolution skills. Good team skills. Considerable ability to uncover prospective development opportunities for the City. Considerable ability to plan and formulate policy and procedures. Ability to utilize a computer and the required software. Ability to communicate effectively both orally and in writing. Ability to establish and maintain effective working relationships with staff and the public. Ability to work the required hours of the position. May be required to demonstrate minimum competency by successfully passing approved tests.
Minimum Education And Experience	1. ■ Bachelor's degree from an accredited college in Urban Planning, Public Administration or related field. 2. ■ Three 1-3 years experience<u>years' experience</u> in administration of state and federal programs is desired. 3. One year accounting related experience preferred. 4. ■ Valid driver's license and good driving record. A combination of equivalent experience and/or education may be considered.
Physical Requirements	Ability to perform the following activities: ☐ ■ Lifting up to 20 pounds. ☐ ■ Carrying up to 20 pounds. ☐ ■ Frequent sitting and standing. ☐ ■ Ability to focus on projects for long periods of time. ☐ ■ Ability to stoop, reach and lift.
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	



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # S.3

To approve the 2024 City of Green Bay and City of Green Bay Fire Fighters Local 141, International Association of Fire Fighters AFL-CIO 158 labor agreement

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Final Agreement Tracked Changes - Fire 2024-2026 (3)

AGREEMENT

Between

City of Green Bay

And

City of Green Bay Fire Fighters

Local 141,

International Association of Fire Fighters

AFL-CIO

January 1, ~~2020~~2024 through December 31, ~~2023~~2026

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AGREEMENT

This agreement, made and entered into at Green Bay, Wisconsin, according to the provisions of Section 111.70 and 111.77, Wisconsin Statutes, by and between the City of Green Bay as municipal employer, hereinafter called the "City" and Local 141 of the International Association of Fire Fighters, AFL-CIO, hereinafter called the "Union."

Both parties of this agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship that is to exist between them and enter into an agreement covering rates of pay, hours of work, and conditions of employment as well as procedures for reducing potential conflict.

Whereas, the mutual interests of the parties hereto are recognized by the Agreement for the operation of the Fire Department and the City of Green Bay that will promote efficiency and the best possible fire protection of life and property to all the citizens of the city.

ARTICLE 1 RECOGNITION

1.1 The City agrees to recognize representatives of the International Association of Fire Fighters, Local 141, as the bargaining agents in the matter of wages, hours of work, and working conditions for all nonsupervisory firefighters. The City and the Union will inform each other by official letter signed by the Mayor of the City of Green Bay and Local President of the Union as to whom has the power to negotiate.

1.2 A new firefighter will be considered a probationary employee for the first 12 months of employment. A firefighter on probation may be terminated at the sole discretion of the City with no rights to recall or rehire.

ARTICLE 2 UNION SECURITY

2.1 If any test is made of the legality of this section, all costs and any liabilities accruing from such suit shall be answered by the Union.

2.2 The City shall deduct monthly dues and assessments from the wages of such employees as authorized such payroll deductions and forward as indicated on the written authorization form.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 The City retains all rights, powers or authority that it has prior to this contract as modified by this contract.

3.2 The powers, rights and/or authority herein claimed by the City are not to be exercised in a manner that will undermine the Union or as an attempt to evade the provisions of this agreement or to violate the spirit, intent or purposes of this agreement.

ARTICLE 4
UNION ACTIVITY

- 4.1 The Union agrees to conduct its business off the job as much as possible. The Union will be allowed to hold its meetings at any fire station. This Article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedure outlined in this agreement and shall not work to prevent certain routine business such as the posting of Union notices and bulletins. Representatives of the Union, local principle officers, and Wage Committee members may conduct Union business including, but not limited to, wage negotiations, Union meetings, grievance handling, etc., during the course of the working day for a reasonable period of time, provided permission is first obtained from the Chief or designee.
- 4.2 The employer hereby agrees not to deduct such reasonable time from the pay of such officer or member, and agrees also that time spent in the conduct of grievance and in bargaining shall not be deducted from the pay of the delegated employee representative of the Union. Local 141 agrees that the bargaining committee shall be limited to no more than six members.

ARTICLE 5
GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS

- 5.1 Grievances: A grievance is defined as any complaint involving wages, hours and conditions of employment of members of the bargaining unit. A grievant may be an employee or the Union. Upon the mutual agreement of the parties hereto, grievances involving the same issues may be consolidated in one proceeding. During the initial probationary period as a firefighter, an employee will not have recourse through the grievance and arbitration procedure for disciplinary action and/or dismissal.
- 5.2 Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, the article and section number of the alleged violation, a clear and concise statement of the grievance, the relief sought, the date the incident or violation took place and the signature of the grievant and the date.
- 5.3 The Chief of the department may confer with the Union and such employees or other persons deemed appropriate by the Chief before making a determination.
- 5.4 The days indicated at each step should be considered a maximum. Days shall mean working days Monday through Friday, excluding holidays. The failure of the Union or the aggrieved party to file or appeal the grievance in a timely fashion as provided herein shall be deemed a waiver of the grievance. The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. The time limits may be extended by mutual consent.
- 5.5 Steps in the procedure may be waived by mutual agreement of the parties.
- 5.5.1 Step 1. The grievant or a Union representative on the grievant's behalf, shall have the right to present the grievance in writing to the Chief within 15 working days

after the grievant, or the Union, knew or should have known of the event giving rise to such grievance. Failure to do so represents a waiver of the right to file. The Chief shall furnish the grievant and the Union representative an answer within 5 working days after receiving the grievance.

5.5.2 Step 2. If the grievance is not satisfactorily resolved at the first step, the grievant or the Union representative shall prepare a written grievance and present it to the Human Resources Director within 10 working days of the Chief's Response. The Human Resources Director shall review the grievance and shall respond in writing within 10 working days after receipt of the written grievance.

5.5.3 Step 3. If the grievance is not resolved at the second step, the grievant or the Union representative shall present the written grievance to the Personnel Committee within 5 working days of the Human Resources Director's response. The Personnel Committee shall review the grievance and respond in writing within 5 working days after their decision which shall be made at the next regularly scheduled Personnel Committee meeting. In reaching their decision, the Personnel Committee may hold a fact-finding hearing after having received a written statement of fact and position by each party. The grievant and the Union shall be given a 5 day notice of said hearing.

5.5.4 Step 4. Arbitration

a) If no agreement is reached in step 3, the dispute may be referred to arbitration. The party desiring arbitration shall, within 15 working days of receiving the Personnel Committee decision, petition the Wisconsin Employment Relations Commission for arbitration with a copy of such petition sent to the other party.

b) Costs. The party initiating the grievance shall pay for the administrative costs for initiating arbitration. Any other expense or costs of the arbitration proceeding, including fees of the arbitrator, shall be split equally between the parties. The arbitration hearing shall be conducted in the City of Green Bay at a mutually agreeable time.

c) Decision of the Arbitrator. A decision of the arbitrator shall be limited to the subject matter of the grievance. The arbitrator shall not modify, add to or delete from the express terms of this Agreement. The arbitrator's decision shall be final and binding.

5.6 Disciplinary Proceedings

5.6.1 The City shall not discipline a member of Local 141 without just cause as outlined below.

5.6.2 In the event of such discipline, the employee or the Union may grieve the discipline under the grievance procedure set forth above in this Article, unless the employee exercises the rights available to the employee under Section 62.13, Wis. Stats. In the event the employee exercises said Section 62.13 rights, the Chief shall file charges with the Board only if the employee wishes to proceed under Section

62.13. The employee's sole recourse from the decision of the Board of Police and Fire Commissioners shall be in accordance with the appeal procedures provided in Section 62.13 Wis. Stats.

5.6.3 Determination of Cause. In any grievance of a disciplinary matter under the terms of this Article, the standard to be applied by management and the appellate bodies shall be whether or not there is cause for the discipline given all of the facts and circumstance constituting the grounds for the imposition of discipline or the determination to file charges. Cause shall be determined by applying the following criteria:

- a) Was the employee given advance notice of the possible or probable disciplinary consequences of the employee's conduct or was the conduct for which discipline is proposed to be imposed of such a nature that the employee knew or should have known that it was improper?
- b) Was the conduct upon which discipline is to be imposed reasonably related to the effective and efficient operation of the Fire Department?
- c) Prior to determining to impose discipline, did the Chief, or designee, make an effort to investigate the facts relating to the conduct for which discipline is proposed?
- d) Was the Chief's, or designee's, investigation conducted fairly and objectively?
- e) Did such investigation produce sufficient evidence or proof that the employee was guilty of the conduct for which discipline is proposed?
- f) Has the Chief, or designee, applied a disciplinary penalty without discrimination?
- g) Was the degree of discipline administered in the particular case reasonably related to the seriousness of the employee's proven offense and employee's record of service with the Police or Fire Department?

5.6.4 It is intended by the parties that in the event a grievance is filed pursuant to the Grievance Procedure of this Labor Agreement, the Grievance Procedure in the Labor Agreement shall be the sole and exclusive remedy of the City, the Chief, the Association, and the employee in question, and that no other discipline may be meted out to any employee based upon the subject matter of the grievance in question. In the event that a disciplinary matter is not grieved under the terms and conditions of the Grievance Procedure in the Labor Agreement, the City and the Chief may proceed in the matter of discipline of the employee in question as permitted by law, and the employee in question shall have no recourse to the Grievance Procedure in the Labor Agreement. Discipline of an employee shall only be done according to the terms and conditions of this Agreement; however, the Chief shall have the right to suspend any employee with pay pending the outcome of any grievance filed pursuant to this agreement, or under Section 62.13, Wis. Stats.

5.7 The bargaining unit may appoint representatives of the bargaining unit and shall inform

the City of the names of the individuals so appointed and of any change thereafter made in such appointments. The City shall allow the representatives the necessary time to process grievances during the course of the duty day.

ARTICLE 6 PROMOTIONS

6.1 When a position in the table of organization of the Fire Department is vacated or newly created, employees shall have the right of promotion to these positions on the basis of department seniority providing they have the necessary qualifications and ability as determined by the Chief, in conjunction with L-141, following the Rank Academy process outlined below~~who shall follow the process outlined below:~~

6.1.1 Rank Academy: Rank Academy is defined as a process of selecting qualified candidates for promoted positions through continued education and performance evaluation. Rank Academy curriculum and processes will be developed and agreed upon by the Chief and L-141 Wage Committee. Each promoted rank shall have its own specific curriculum developed for the roles and responsibilities of said rank.

6.1.2 Rank Academy Posting: Rank Academy postings will be awarded to the most senior individual. The posting will close no sooner than 6 months prior to each Rank Academy start date.

6.1.3 Employees shall only qualify for Rank Academy (1) rank above their current department seniority.

6.1.4 All promotions prior to July 1st, 2026, shall follow the promotional process subject to Labor Agreement Jan 1, 2020-Dec. 31, 2023.

6.2 Promotion to Engineer: The position shall be awarded to the most senior individual who has ~~achieved~~ successfully completed Rank Academy consisting of the following elements:

a) a rating of "satisfactory" or above on their most recent performance evaluation;~~;~~

~~and~~ b) meets the minimum experience requirements outlined in the job description for Engineer;~~;~~ ~~and~~

c) achieves a passing score of 70% or above on the Wisconsin Certified Driver/Operator Pumper and Wisconsin Certified Driver/Operator Aerial exam;~~;~~ ~~and~~

d) has Wisconsin EMT certification;~~;~~

e) An in-person class is offered twice a year beginning on the 1st full week of May and the 2nd full week of September. Monday through Friday 08:00- 16:30. Employees will be temporarily relieved of line positions for the duration of class and work a Monday through Friday 08:00-16:30 schedule;

f) Pass/Fail test: A written examination, scored on a 100-point scale. A score of 70% is required; and

g) Peer Review: A written evaluation form will consist of the following:

- Up to (12) individuals with at least (10) being L-141 members.
 - Reviews will be in the form of a survey using a 5-point Likert scale to measure an individual's job performance.
 - The Peer Review: The Reviews with the highest and lowest scores for each candidate will be discarded, then the remaining scores shall be averaged to determine a final satisfactory rating of 3 or higher to be eligible for promotion. 1) Far below expectations / 2) Below expectations / 3) Satisfactory / 4) Above expectations / 5) Far above expectations
 - A L-141 Wage Committee member shall observe the peer review process.
- 6.3 Promotion to Lieutenant: The position shall be awarded to the most senior individual who has achieved successfully completed Rank Academy consisting of the following elements:
- a) a rating of "satisfactory" or above on their most recent performance evaluation; ~~and~~
 - b) a passing score of 70% or above on the Wisconsin Certified Fire Officer I exam; ~~and~~
 - c) a rating of "satisfactory" or above in the "assumption of duties" category of their last performance review; ~~and~~
 - d) has Wisconsin EMT certification; ~~The written examination will be waived if a candidate has worked at least 1000 hours as a Lieutenant from January 1, 1989 until the date of the posting. Out of grade work shall be documented by the officer in charge of the house at which the work was performed.~~
 - e) An in-person class is offered twice a year beginning on the 1st full week of March and the 1st full week of October. Monday through Friday 08:00- 16:30. Employees will be temporarily relieved of line positions for the duration of the class schedule; and
 - f) Pass/Fail test: A written examination, scored on a 100-point scale. A score of 70% is required. ; and
 - g) Peer Review: A written evaluation form will consist of the following:
 - Up to (12) individuals with at least (10) being L-141 members.
 - Reviews will be in the form of a survey using a 5-point Likert scale to measure an individual's job performance.
 - The Peer Review: The Reviews with the highest and lowest scores for each candidate will be discarded, then the remaining scores shall be averaged to determine a final satisfactory rating of 3 or higher to be eligible for promotion. 1) Far below expectations / 2) Below expectations / 3) Satisfactory / 4) Above expectations / 5) Far above expectations
 - A L-141 Wage Committee member shall observe the peer review process.

234
235 6.4 Promotion to Captain. The position shall be awarded to the most senior individual who
236 has ~~achieved~~ successfully completed Rank Academy consisting of the following elements:

237 a) a rating of “satisfactory” or above on their most recent performance
238 evaluation; ~~and~~

239 b) a passing score of 70% or above on the Wisconsin Certified Fire Officer I exam; ~~and~~
240 ~~and~~

241 c) a rating of “satisfactory” or above in the “assumption of duties” category of
242 their last performance review.

243 ~~d) has Wisconsin EMT certification; The written examination will be waived if a~~
244 ~~candidate has worked at least 1000 hours as a Captain or higher from January 1, 1989~~
245 ~~until the date of the posting. Out of grade work shall be documented by the officer in~~
246 ~~charge of the house at which the work was performed.~~

247 ~~e) An in-person class is offered twice a year beginning on the 3rd full week of March~~
248 ~~and the 3rd full week of October. Monday through Friday 08:00- 16:30. Employees will~~
249 ~~be temporarily relieved of line positions for the duration of the class schedule.~~

250 ~~f) Pass/Fail test: A written examination, scored on a 100-point scale. A score of~~
251 ~~70% is required; and~~

252 ~~g) Peer Review: A written evaluation form will consist of the following:~~

253 ~~· Up to (12) individuals with at least (10) being L-141 members.~~

254 ~~· Reviews will be in the form of a survey using a 5-point Likert scale to measure~~
255 ~~an individual's job performance.~~

256 ~~· The Peer Review: The Reviews with the highest and lowest scores for each~~
257 ~~candidate will be discarded, then the remaining scores shall be averaged to determine a~~
258 ~~final satisfactory rating of 3 or higher to be eligible for promotion. 1) Far below~~
259 ~~expectations / 2) Below expectations / 3) Satisfactory / 4) Above expectations / 5) Far~~
260 ~~above expectations~~

261 ~~· A L-141 Wage Committee member shall observe the peer review process.~~

262
263 6.5 All Rank Academy exams shall be objective, job based, and In no case shall the rights
264 and/or powers of management to promote or to transfer be exercised in an
265 unreasonable, arbitrary or discriminatory manner. This shall include management's
266 approach to the performance evaluations. In cases where there is disagreement between
267 an employee and a rater regarding the final evaluation, the employee shall have recourse
268 to the grievance procedure. In grievance arbitrations involving performance evaluation,
269 the arbitrator shall be charged with determining only whether the rater employed the
270 agreed upon evaluation process appropriately. Members who do not satisfactorily
271 complete Rank Academy shall receive a remedial training opportunity in a reasonable

amount of time. Remedial training shall include written feedback in the area(s) a member was deemed deficient. Members who complete remedial training satisfactorily will not lose their department seniority.

6.6 Employees who sign an appropriate waiver shall not be required to work out of rank except in emergency situations of a temporary nature. Such employees shall have the ability to void the waiver, but shall not be eligible for promotion until 12 months after the waiver is nullified. Unless the employee has had prior satisfactory experience in a promoted line position on the GBMFD, they shall serve a 90-calendar day internship at each rank not served; provided they have satisfactorily completed applicable Rank Academy(s). This internship in a promoted position may begin any time prior to, but no later than September 15 of each year.

6.7 Definition of Department Seniority: A person or member's seniority started the minute they first reported to work and runs continuously thereafter provided, however, that personnel who have prior and continuous service with the City before becoming members of the Fire Department shall receive credit for those prior years of service only for the purposes of the rate of earning vacation time (but not in vacation selection) and longevity pay, but such prior service with the City shall in no way be used or credited for any other rights under this labor agreement. The provision for prior service credit shall be read as effective January 1, 1982. Department seniority shall be the primary application with all other applications derived therefrom except as modified herein.

6.7.1 Definition of In-House Seniority: In-house seniority is the exercise of department seniority by personnel working in a station for a period of 12 hours or more on any given day. Personnel not regularly assigned to the shift on-duty do not have in-house seniority.

6.8 If it occurs that management shall withhold approval of any posting, the Union shall expect and receive an explanation of such withholding. When assignments are made after posting, they shall not be changed unless the needs of the department demand such change, or if the successful applicant can show that their subsequent dissatisfaction is disruptive to work performance.

6.9 Members of Local 141 who are promoted to positions outside of the bargaining unit shall be given the opportunity to return to the Union as the least senior employee in the rank from which they were promoted. This option will be available for 90 calendar days from the date of promotion and shall be allowed at either the employee's discretion or by managerial judgment. Employees returning to the Union in this fashion shall recover seniority for purposes of benefits and vacation selection.

6.10 The City of Green Bay acknowledges its statutory obligation to negotiate promotional procedures. Such obligation extends to training opportunities if said procedures will have an impact on an employee's promotability.

6.11 Employees serving in Fire Prevention or EMS/Fire Training may post ~~for promotion to a promoted~~ line ~~officers~~-position with the following criteria applying:

6.11.1 Unless the employee has had prior satisfactory experience ~~as a line officer~~ in a promoted

line position on the GBMFD, they shall serve a 90 calendar day internship ~~as a line lieutenant at each rank not served in~~ during the ~~time~~year prior to their posting out of the staff position; provided they have satisfactorily completed applicable Rank Academy(s). This internship ~~as a line officer in a promoted position~~ may begin any time prior to, but no later than September 15 of each year.

6.11.2 Upon successful completion of the 90 calendar day internship, the employee shall be eligible to post for a line position through the normal posting procedure for a ranked position which their department seniority would qualify them.

6.11.3 If the employee does not successfully complete the 90 calendar day internship, they may return to their previously held staff position. They shall also have the right to return to their previously held staff position at any time during the 90 calendar day internship.

6.11.4 The employee is under no obligation to post for any line officer position even though the internship may have been successfully completed.

6.11.5 The employee must complete the applicable rank academy process prior to posting for a promoted line position. If the employee fails to complete Rank Academy, they will return to the rank they qualify for as determined by department seniority.

6.12 Qualifications for staff positions shall be set by the Chief, and the most senior person who meets those qualifications shall be selected for that position.

6.13 Local 141 and GBMFD Chief Officers agree to an annual review of the Rank Academy curriculum, process, and implementation.

6.14 In the event there are no qualified candidates for a promotion to a line vacancy, the Fire Chief shall have the ability to promote a member to a position no more than one rank above their current rank. Member shall need to pass the Rank Academy for that position within one calendar year in order to maintain the position. If they do not successfully pass the Rank Academy, the member shall return to the rank previously held.

ARTICLE 7 TRANSFERS

7.1 Permanent transfers will be made on the basis of department seniority providing the senior employee has the necessary qualifications and ability as determined by the Chief. The following process will be used to facilitate postings for vacant positions.

7.1.1 ~~Bi~~ Annual Posting Dates

a) Tuesday and Wednesday of the first full week of January each year.

~~b) First Tuesday and Wednesday of June each year (not to conflict with PFFW annual convention).~~

~~c) 1st Day, Tuesday~~ - Captain, Lieutenant, Engineer

~~d) 2nd Day, Wednesday~~ - Fire Fighters

~~e) 3rd Day, Thursday~~ - Fire Fighters (as needed)

f)e) As each vacancy occurs during any posting process, the most senior qualified member will be offered the opportunity to post for that opening.

g)f) All moves will be completed by the end of the month in which it was posted.

h)g) At the conclusion of the shift postings, at least one certified paramedic shall be posted on every shift at stations where an Advanced Life Support (ALS) ambulance is not regularly assigned. This is to ensure that the “paramedic engine” will have the necessary personnel to deliver advanced life support immediately upon the arrival of the fire engine and in advance of the ALS ambulance arrival. A paramedic engine shall be staffed every day in stations without an ALS staffed ambulance.

7.1.2 Methods of Exercising Posting Rights

The transfer process may utilize any of the following options to bid for vacant positions on the posting dates.

a) In person - by being available at Station #1 on the posting date.

b) By telephone - calls will be directed to qualified individuals.

c) By submission of prior written list with selections listed by priority. Said list shall be submitted to the Assistant Chief before 1600 hours on the day preceding the actual posting. A copy of the list with proper signatures shall be retained by the employee.

d) Any employee not wishing to post for an opening shall notify the Assistant Chief or designee in writing of their intent. Two copies of this form shall be submitted and the employee retaining one signed copy.

e) For postings other than the annual posting in January or any other department wide posting, individuals shall notify the Assistant Chief in writing if they do wish to be included in the posting. Two copies of this form shall be submitted with the employee retaining one copy.

7.2 Transfers made during the calendar year will not impact a person’s selected vacation. If a person moves to another shift, their vacation shall be adjusted to conform to the difference in vacation blocks. Individual vacation days affected by a transfer shall be adjusted to conform to the difference in vacation days or vacated at the discretion of the employee.

7.3 Personnel occupying staff positions, i.e., Fire Prevention, and Fire/EMS Training, shall make a 2-year commitment unless retiring or unless removed for disciplinary reasons or mutually agreed to by the Chief and the employee. These personnel will notify the Fire Chief or designee in writing by December 15th of each year if they intend to post for a line position during the annual posting procedure. Upon receipt of said notice, the Fire Chief shall proceed to post those staff positions within the division prior to a department-wide posting in accordance with labor agreements.

For postings other than the annual posting, personnel occupying staff positions who wish to post for line positions shall notify the Fire Chief of their intent to do so, as soon as they

390 know or should have known of the posting.

- 391 7.4 The transfer process shall be the primary application with all other applications derived
392 therefrom except as modified herein.

393 ARTICLE 8

394 WORK RULES AND JOB DUTIES

- 395 8.1 Work Rules. Changes to work rules and standard operating guidelines that affect wages,
396 hours and conditions of employment shall be subject to mutual agreement before
397 becoming effective. Therefore, the parties agree to the following process for
398 recommending, negotiating, approving and implementing S.O.G.'s so identified.

- 399 1) All drafts of S.O.G.'s shall be submitted to the wage committee.
400 2) Within 10 working days of receipt, Local 141 shall make a demand to bargain those
401 aspects of the draft which represent mandatory subjects of bargaining.
402 3) If there is a dispute over bargainability, then the parties shall immediately seek a
403 Declaratory Ruling from the Wisconsin Employment Relations Commission.
404 4) Within 20 working days of reaching agreement, the Union shall distribute the final
405 draft of the S.O.G. to its members for action by the body at its second scheduled
406 meeting following agreement.
407 5) If negotiations do not yield agreement, then either party may avail itself of statutory
408 impasse resolution procedures.

- 409 8.2 Upon approval by Local 141, or an award by an examiner from proceedings outlined in
410 8.1(5), the Chief may implement the S.O.G. The employer agrees to negotiate changes in
411 existing work rules or the establishment of new work rules with the Union. They shall be
412 posted for a period of 10 calendar days before becoming effective.

- 413 8.3 Employees will be notified in writing (email included) of any change in work rules or
414 standard operating guidelines before being subject to discipline. Whenever possible, this
415 notice shall be provided 10 calendar days before the change is effective. The employer
416 and the Union agree that certain Standard Operating Guidelines (S.O.G.'s) involving
417 wages, hours and working conditions must be collectively bargained prior to
418 implementation.

- 419 8.4 No employee in the firefighting force shall be assigned to any duty which is unrelated to
420 firefighting, fire prevention, or rescue work or to the care and maintenance of firefighting
421 equipment and apparatus, or to the normal cleaning required to maintain the quarters
422 and the area.

423 ARTICLE 9

424 LEAVES OF ABSENCE

- 425 9.1 The employer may authorize special leaves of absence with or without pay for any period
426 or periods not to exceed 3 calendar months in any one calendar year for the following
427 purpose of training in subjects related to the work of department personnel and which
428 will benefit its employees and the City service.

9.2 The Fire Chief may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed 10 working days in any one calendar year.

9.3 The City Personnel Committee, upon recommendation of the Fire Chief, may grant leaves of absence with or without pay in excess of the limitations above for the purpose of attending courses of training at a recognized college or university and for other purposes that are deemed beneficial to the City service.

9.4 Maternity leave will be granted according to the Federal and State Family and Medical Leave Laws.

ARTICLE 10 VOTING TIME

10.1 An employee shall be granted time off in order to cast their vote in all primary and general elections.

ARTICLE 11 MILITARY LEAVE

11.1 Personnel of the Fire Department who leave or have left the City service by request of the Federal Government to enter active service in the Armed Forces of the United States and return, shall be entitled to their departmental seniority and the rate of pay and position they would have been entitled to had their service with the Fire Department not been interrupted by service in the Armed Forces. Employees who are members of the National Guard or military reserve shall be granted military leave for any extended tour of duty requested by the federal government, and shall receive during such absence the wage differential between the employee's regular City wages and military wage so that no loss of wages will be suffered for the first ninety (90) calendar days as a result of such military service. Any employee who serves in the Military Reserve or National Guard will be released from duty to attend required training and will only have pay deducted for actual days released from the Department. This paragraph does not apply to an employee drafted into the military consequent to the institution of a federal draft system or to voluntary periods of active duty service. Seniority shall continue accumulation throughout the leave. There shall be no accumulation of paid time off benefits during the leave. Employees on said leave shall have the option to keep City health and dental benefits during the leave, the same as for active employees.

ARTICLE 12 JURY DUTY

12.1 An employee will be given time off with pay when subpoenaed to perform jury duty before a court, public body or commission. Any payment received for jury duty will be retained by the employee and an equivalent amount will be deducted from the employee's gross pay for that period. The employee must submit a copy of the jury duty payment received to the Payroll Department. Reimbursement for expenses incurred (i.e. mileage, meals, parking) will not be deducted from the employee's gross pay.

ARTICLE 13
FUNERAL LEAVE

13.1 Line Personnel

13.1.1 When there is a death in the immediate family of an employee (immediate family being defined as that of employee's spouse, parent, guardian, sister, brother, child, step child, grandchild, grandparent, father-in-law, mother-in-law, or step parents) a maximum of two, 24-hour duty periods of leave will be granted with pay to such employee, if needed. Should such death occur during an employee's vacation, the employee shall receive the additional time off with pay at a time to be mutually agreed upon. Travel time to and from the funeral may be taken in addition to the 2 days referred to with the approval of the Fire Chief and may, at the employee's option, be counted as sick leave or vacation.

13.1.2 When there is a death in the family of an employee (family being defined as spouse's grandparents or a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse) a maximum of one, 24-hour duty period of leave with pay will be granted to such employees, if needed.

13.1.3 All employees who act as pall bearers for any deceased person whose funeral takes place during regular working hours may also be granted time off with pay with the permission of the commanding officer. Permission shall be granted for this service unless an emergency situation exists, and if not detrimental to the job in the opinion of the commanding officer.

13.2 Day Personnel

13.2.1 Whenever a death occurs to a member of the immediate family, the City shall compensate the employee for any time lost from work during the next 3 succeeding days following said death which may include the day of death. Should the funeral be scheduled after the 3 succeeding days following said death, an employee shall be granted a day of funeral leave to attend the funeral. This may be extended to a maximum of 5 days in circumstances which require an employee to attend a funeral of a member of the immediate family at a distance in excess of 300 miles from Green Bay. This must be approved in advance by the Fire Chief. Should such death occur during an employee's vacation, the employee shall receive the additional time off with pay at a time to be mutually agreed upon. Compensation shall be at the regular hourly rate of said employee for a normal work day.

13.2.2 "Immediate family" is defined as wife, husband, father, mother, guardian, sister, brother, child of employee, step child, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse. The City agrees to continue the practice of paying employees the remainder of the day's pay for time lost from work due to the death of individuals defined as immediate family.

13.2.3 All employees who act as pall bearers for any deceased person whose funeral

takes place during regular working hours may also be granted time off with pay with the permission of the commanding officer. Permission shall be granted for this service unless an emergency situation exists, and if not detrimental to the job in the opinion of the commanding officer.

13.3 General

13.3.1 Time for funeral leave shall be taken within 7 calendar days of the date of death or 5 days from the date of the funeral, whichever is later.

ARTICLE 14 SICK LEAVE

14.1 Line and Day Personnel

14.1.1 Line personnel shall accumulate sick leave with pay at the rate of $\frac{3}{4}$'s of a working day for each full month of employment with no limit on accumulation. All day personnel shall accumulate assigned sick leave with pay at the rate of one working day per month with no limit on accumulation. Employees of the Fire Department shall continue to accumulate sick leave whenever listed on the payroll.

14.1.2 In order to be granted sick leave an employee must:

- a) Report the absence request prior to the start of the work day by way of staffing software or telephone. If the employee will not be available at the primary or secondary contact telephone number listed in the staffing software, the employee must contact the Battalion Chief by telephone to provide an alternate number at which they can be reached.
- b) Keep the Battalion Chief or the Assistant Chief informed of the employee's condition and the anticipated date of return to work.
- c) Be legitimately ill or attending to a member of the immediate family who is ill and unable to care for themselves or make other arrangements for care.
 - i) For purposes of this article, "immediate family" shall mean spouse, parent, stepparent, parent-in-law, grandparent, child, step child, foster child, guardian, or sibling.

14.1.3 All sick leave requested is subject to verification. The department head may request reasonable evidence from the employee to achieve verification.

14.1.4 Misuse of sick leave may subject the employee to disciplinary action per the labor agreement. To avoid misuse, management may periodically review amounts of use as well as patterns of use and counsel employees on problem areas.

14.1.5 Employee's will be required to provide a physician's written confirmation of illness or injury and return to normal duty by a City-designated medical provider at the City's expense, or the employee's chosen medical provider at the employee's expense on the date of the illness or injury, ~~at the City's expense,~~ if the employee calls in sick the day prior to or the day after or between 2 or more scheduled days off. For the purposes of sick leave certification and approval a scheduled day will include vacation, holiday, shift-trade and FLSA day. Below is a table showing

examples of when a physician’s written confirmation will be required.

EXAMPLE 1 – Between 2-scheduled days off:

A-Shift	B-Shift	A-Shift Sick	C-Shift	A-Shift Scheduled Day Off	C-Shift	B-Shift
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EXAMPLE 2 – Prior to 2-scheduled days off:

A-Shift	C-Shift	B-Shift Sick	C-Shift	B-Shift Scheduled Day Off	A-Shift	B-Shift Scheduled Day Off
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EXAMPLE 3 - After 2-scheduled days off:

B-Shift Scheduled Day Off	C-Shift	B-Shift Scheduled Day Off	A-Shift	B-Shift Sick	A-Shift	C-Shift
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14.1.6 Catastrophic Illness: During the period commencing 3 years prior to the employee’s normal retirement date as defined by sec. 40.02(42(a)), Wis. Stats., if the employee is injured or ill for more than 50 consecutive calendar days, but less than 6 calendar months, there will be no reduction from the employee’s sick leave accumulation. In order to receive this benefit, the employee must have reached (95 days of sick leave for line personnel, 135 days of sick leave for day personnel) at some point in their career. The employee shall perform alternative duty if it is available and the employee is capable of performing same.

14.2 Health Insurance Payment Program (Line and Day Personnel). At the time of retirement, the employee’s sick leave to a maximum allowable payout of 95 working days for line personnel and with a 1.42 conversion factor for day personnel shall be placed in an escrow account for purposes of payment of employee’s health insurance premiums. The employee may convert earned, unused vacation days to sick leave days during the employee’s last 5 years of employment, the number of days not to exceed the dollar amount needed to pay health insurance premiums until age 65. All employees reaching normal retirement or disability prior to attaining such age shall be eligible to continue in the City’s health insurance group plan until the age of 65. However, when an employee reaches the age of 65 and the employee’s spouse is still under the age of 65, the account can still be used by the spouse to pay health insurance premiums until such time that the spouse reaches age 65 or the total account is expended, whichever occurs first. If funds remain in the employee’s escrow account at age 65, these funds may be used to purchase supplemental Medicare insurance from the present health insurance carrier for the employee and spouse until the escrow account is depleted. The City shall pay all of the monthly premium payable, provided that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the percentage set forth below of the value of any accumulated and unused sick pay standing to the credit of that employee as of that employee’s date of retirement:

100% for employees retiring under disability retirement

581 100% for employees retiring into the State Retirement System
 582 After the amount expended for any employee reaches the limit for such employee, the
 583 monthly premiums shall thereafter be paid by the employee.

584 14.2.1 Surviving spouses, until remarriage, will be eligible to apply the escrowed amount
 585 for health insurance premium payment purposes.

586 14.2.2 Dependent children, in accordance with regular City policy, will be eligible to apply
 587 the escrowed amount for health insurance premium payment purposes upon the
 588 death of the surviving spouse. Remarriage of the surviving spouse will terminate
 589 the eligibility of dependent children for this benefit.

590 14.2.3 Any funds remaining in the escrow account after the death of the retiree, death
 591 or remarriage of the surviving spouse, or death or ineligibility of dependent
 592 children shall revert back to the City.

593 14.2.4 This health insurance premium payment program for protective employees is
 594 mandatory for all covered employees upon retirement and supersedes all
 595 previous sick leave payout programs upon retirement sponsored by the City of
 596 Green Bay.

597 14.2.5 When death of a covered protective service employee occurs either before or
 598 after retirement, the estate shall receive the full amount of credit to the escrow
 599 account for health insurance purposes of accumulated sick leave not to exceed 95
 600 working days in accordance with the above policy.

601 14.2.6 An employee who has retired or in case of the employee's death, the spouse has
 602 the right to leave the amount credited to the escrow account for "health insurance
 603 purposes" until the end of the calendar year in which the individual attains the
 604 age of 63. At that time, they shall have to begin using the escrow account for
 605 health insurance purposes.

606 ARTICLE 15
 607 VACATIONS

608 15.1 Line Personnel

609 15.1.1 Line personnel shall be granted an annual paid leave governed by the following
 610 schedule. The vacation days listed are earned in that year. Vacation days shall be
 611 credited on January 1 of each year. No employee shall receive a vacation until they
 612 complete one full year of service.

January 1 to April 30	3 days credit
May 1 to August 31	2 days credit
September 1 to December 31	1 day credit
After 1 year	6 days
After 5 years	9 days
After 8 years	12 days
After 11 years	13 days

After 16 years	14 days
After 18 years	16 days
After 20 years	17 days
After 24 years	18 days

15.1.2 Line Personnel Vacation Selection

- a) The first round of vacation selection will take place within the first full 3 day work cycle on each shift following the January posting. The second round of vacation selection will take place during the second 3 day work cycle on each shift, and the third round of vacation selection will take place during the third 3 day work cycle on each shift.
- ~~b) A maximum of 9 persons will be allowed on vacation on any given work day. No more than 5 of those on vacation on any given day will be officers. The above/below numbers do not include the Battalion Chief. The following table will be utilized for how many members will be allowed off on vacation and do not include the Battalion Chief:~~
- ~~52-59 Roster Spots: 8 members in the vacation block (5 officers)~~
- ~~60-66 Roster Spots: 9 members in the vacation block (5 officers)~~
- ~~67-74 Roster Spots: 10 members in the vacation block (5 officers)~~
- ~~75-82 Roster Spots: 11 members in the vacation block (6 officers)~~
- ~~b) 83-90 Roster Spots: 12 members in the vacation block (6 officers)~~
- c) Openings created by transfers or promotions will be filled using the process outlined in 15.1.2(k).
- d) A maximum of 15 vacation days may be carried over from year to year for Line Personnel, 30 days for Day Personnel.
- e) An employee is deemed to be on vacation from the last day worked until the next day the employee is scheduled to work. A refusal by an employee on vacation shall not count as a turn for normal overtime call in. Special events overtime is exempt from the above provisions. In an emergency, all personnel are subject to recall.
- f) During “non-prime time”, personnel may pick single days or blocks on a first come/first serve basis. However, they may be bumped by personnel exercising their seniority rights in the “first” and “second” rounds. Personnel will be bumped on a last in, first out basis.
- g) “Prime time” is defined for a shift as the first three day cycle that includes Easter and is for the balance of the calendar year.
- h) In the first round of vacation selection, a person may pick 3 or 6 consecutive days by seniority.
- i) In the second round of vacation selection, a person may pick the balance of the current year’s accrued vacation by 3 consecutive duty day blocks by seniority.

j) In the third round of vacation selection, a person may pick one or more duty days by seniority. These days may be in succession or several different single days.

k) Available Days.

i. Check to make sure that no one transferring onto the shift has a right to those days by virtue of having previously drawn an overlapping block on another shift.

ii. If days are still vacant after (i) above is completed, then said days shall be on a first come/first serve basis.

l) Days vacated due to transfers will not be filled.

15.2 Day Personnel: All day personnel shall follow Schedule B:

After 1 year	13 days
After 5 years	16 days
After 7 years	18 days
After 12 years	24 days
After 15 years	25 days
After 17 years	27 days
After 18 years	28 days
After 19 years	30 days

15.3 General

15.3.1 Preference in vacation time shall be in order of department seniority; however, the vacation schedule may be amended by department's needs caused by an emergency or related nature.

15.3.2 A line employee cannot carry over more than 15 vacation days and staff personnel employees cannot carry over more than 30 vacation days at the end of the calendar year. Employees will be allowed to carry over in excess of the maximum accumulation of vacation days subject to the following:

a) The employee had appropriately scheduled and received approval for the vacation usage.

b) The employee was unable to use the vacation as scheduled due to:

i. An employee injured in the line of duty for which the employee received temporary total disability (TTD) benefits through Worker's Compensation or as a result of a duty-incurred heart or respiratory impairment covered under the State's Presumptive Law.

ii. The vacation day usage was cancelled by the City.

iii. A change in shift results in vacation days originally scheduled as full days of vacation falling on FLSA days.

c) The employee is unable to reschedule any subsequent days off as vacation after learning of the inability to use the scheduled days as vacation due to the

limits placed on the number of employees who can have off on each shift on any given day by the Fire Chief.

- d) The employee is limited to the number of days that can be carried over in excess of the stated maximum accumulation to those days lost to the above-stated reasons.

15.3.3 If an employee or a member of their immediate family (as defined in Article 14) becomes significantly ill or injured (i.e. incapacitated) while the employee is on vacation, sick leave may be substituted for the vacation days, provided there is written confirmation of such illness or injury from a qualified medical provider.

15.3.4 On separation from the City, the employee shall be paid in cash for their accumulation of vacation credits.

15.3.5 Vacation shall be prorated the last year of employment as follows: The annual accumulation shall be divided by 12-months and multiplied by the number of complete months worked.

ARTICLE 16 PERSONAL LEAVE

16.1 Employees shall be eligible for ~~43~~-personal leave days annually. Personal leave days must be used during the calendar year earned. They may not be accumulated. The number of personal leave days shall be prorated for new full-time employees in the initial year of employment and for employees in their final year of employment unless employment is terminated by acceptance to the State Retirement System, disability or death. Employees shall bid personal leave days into the vacation schedule at the time of the annual bidding for vacation. The first ~~43~~-days of scheduled leave taken in a calendar year by members of Local 141, shall be automatically deducted as personal leave days from each member's respective leave account by Fire Department administration.

16.2 New full time employees who are not allowed to utilize personal leave days during their first calendar year of employment will be allowed to carry those days over into their second year of employment. All such personal leave days carried over, plus any personal leave days accrued during the second calendar year of employment, must be utilized by the end of the second calendar year of employment.

ARTICLE 17 HOURS OF WORK

17.1 Line Personnel

17.1.1 Definition of a work day for Line Personnel: The work day consists of a period of 24 consecutive hours commencing at 7:00 a.m.

17.1.2 Definition of a work week for line personnel: The normal work week shall consist of 53-hours with a normal 3 platoon system under the procedure of the California Plan as established January 1, 1968 and modified by the City of Green Bay to comply with the provisions of the Fair Labor Standards Act.

- 17.1.3 Overtime worked beyond an average of 53-hours under the modified California Plan will be compensated at the rate of 1½-times the regular hourly rate for line personnel pursuant to the final FLSA regulations.
- a) For overtime computation, holidays, vacation time, sick leave and funeral leave shall be considered as time worked.
- 17.1.4 Overtime shall be made available on a rank-for-rank basis under the minimum staffing level. Captains, Lieutenants, Engineers and Fire Fighters shall be considered as individual/separate groups for the purposes of overtime.
- 17.1.5 Minimum Call-in Time: Employees will be compensated for a minimum of 4 hours for any call-in time from regular off-duty time with the following exceptions.
- a) Classes, training, physical exams and other non-fire suppression work will be paid for actual hours worked provided that the employee knew or reasonably should have known of the event 7-calendar days in advance.
- b) Employees called in to be interviewed in possible cases of employee discipline will be paid for actual hours worked. Unless an emergency exists, such interviews shall be scheduled during the employee's normal hours of work.
- 17.1.6 When persons are offered and accept overtime through the normal rotation process they will serve in the specific position for which they were called.
- 17.1.7 Procedure for changing hours: Each employee shall be entitled to change hours of work when they are able to secure another employee to work in their place provided:
- a) Such substitution does not impose any additional costs on the City.
- b) The officer in charge of the house is notified.
- c) The Battalion Chief in charge of the platoon is notified as soon as possible by the officer in charge of the house on the same platoon.
- d) Neither the Fire Department nor the City is held responsible for enforcing any agreement made between employees. It is understood that an employee's first responsibility is to the employee's position with the City.
- e) The trade is made one rank above to one rank below the trader's rank. The person accepting the trade must be able to do the normally assigned job of the person for whom they are working. Paramedics shall be allowed to trade with non-paramedics so long as there is no cost to the City. Also, once a trade has been approved by management it cannot be cancelled by management.
- f) Once approved, a trade shall be deemed to change the regular schedule of the individuals involved in the trade for all purposes except application of the Fair Labor Standards Act. The individual who will be working the trade shall be responsible for reporting the trade to the Battalion Chief. (i.e., staffing software) and shall be responsible for reporting to work on the day traded and be subject to all department regulations and terms of the contract.
- 17.1.8 Employees called to testify in court proceedings on incidents arising from work as

a member of the City of Green Bay Fire Department shall be paid a minimum of 4-hours pay for such court appearance. To be eligible for such pay, employees ordered into court shall immediately notify the Chief's office. Determination of job relatedness shall be made at the time of such notification. It is understood that such court pay is generally in addition to the normal work week and shall be paid at the rate determined for such performance. If pay for such appearance is made by a party other than the employer, said pay shall be returned to the City of Green Bay.

17.2 Day Personnel

17.2.1 Definition of a work week: A work week for day personnel shall consist of 37¾-hours.

17.2.2 Definition of a car allowance: The previous policy established by the City of Green Bay which is now in effect for members of this bargaining unit is reaffirmed. "Car Allowance will be paid to the Training Captain and EMS Captain." Their allowance will be based on the current City mileage reimbursement schedule.

17.2.3 Minimum Call-in Time: Employees will be compensated for a minimum of 4-hours for any call-in from regular off-duty time with the following exceptions:

- a) Classes, training, physical examinations and other non-fire related work will be paid for actual hours worked provided that the employee knew or reasonably should have known of the event 7-calendar days in advance.
- b) Employees called in to be interviewed in possible cases of employee discipline will be paid for the actual hours worked. Unless an emergency exists, such interviews shall be scheduled during the employee's normal hours of work.
- c) It is understood that to receive the minimum 4-hours call-in, the City has the right to amend the employee's normal work-day schedule to utilize those personnel for the total 4-hours. However, employees may accept the actual overtime hours worked in lieu of the minimum call-in and thus not have their normal schedule altered.

ARTICLE 18 HOLIDAYS

18.1 Line and Shift Personnel

18.1.1 Line and shift personnel shall earn holidays at the same rate as the comparable parity unit in each year. However, these holidays will not be taken and a sum equal to 100% of each employee's monthly payment which includes shift differential, EMS pay and longevity shall be given to each employee in lieu of the normal times off on a holiday.

- a) Day personnel (lieutenants and captains in the Fire Marshal's Office and Training Division) shall receive a day off with pay on the following holidays or

798 agreed upon alternate designated holidays: New Year's Day, Good Friday,
799 Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday
800 after Thanksgiving, Christmas Eve, and Christmas Day. Day personnel will also
801 receive an additional 8-hours of holiday pay at the straight time rate to be paid
802 in the pay period that each holiday occurs.

803 b) Line holiday pay shall be paid by separate equal checks on the first non-payday
804 Friday in May and November of each year.

805 c) Employees first employed during the calendar year and employees
806 terminating employment during the calendar year shall receive holiday pay on
807 a pro rata basis for the actual time employed.

808 ARTICLE 19
809 RATES OF PAY

810 19.1 The pay of employees of the Fire Department occupying classified positions, shall be
811 based on Schedule A attached hereto. The rates of pay listed are on a bi-weekly basis and
812 are based on full-time employment.

813 19.2 When an employee is assigned to work as a battalion chief for a majority of a 12-hour
814 shift, the employee shall receive out of grade pay for the actual hours worked in that
815 classification. When working out of grade as a battalion chief, the employee will receive
816 pay for such time at a rate which is 5% above the employee's hourly base rate. Out of
817 grade documentation shall be maintained by the House Captain.

818 19.3 Employees who sign an appropriate waiver shall not be required to work out of grade
819 except in emergency situations of a temporary nature. Such employees shall have the
820 ability to void such waiver but shall not be eligible for promotion until 12 months after
821 the waiver is nullified.

822 19.4 Members will be compensated for work on specific committees and at a specific wage
823 rate in accordance with Fair Labor Standard Act Section 29 U.S.C. 207(g). ~~A Memorandum~~
824 ~~of Agreement regarding the same is attached and incorporated by reference as Exhibit A.~~
825 This is referenced in Schedule "A" Wages.

826
827
828 ARTICLE 20
829 SHIFT DIFFERENTIAL

830 20.1 Line and Shift Personnel: In lieu of shift differential, line and shift personnel shall receive
831 a one-time \$410 increase to the base salary (\$15.77 added to the bi-weekly pay rate) on
832 January 1, 2020.

ARTICLE 21
CLOTHING ALLOWANCE

- 21.1 Effective January 1, 2020 the budget of the Fire Department will no longer fund an account known as "Clothing Allowance." Any member who has remaining funds in the Clothing Allowance fund will be paid out by April 1, 2020.
- 21.2 Newly hired employees of the Green Bay Fire Department shall receive an initial issue of uniform clothing as determined by the Chief. Upon successful completion of the probationary period (one year) they shall receive funds to purchase a dress uniform and their normal yearly allotment.
- 21.3 ~~Members shall be paid \$450 per annum on November 1 and may use the funds to purchase uniform clothing.~~ Effective January 1, 202~~5~~2, the members shall receive ~~\$500~~ 18 percent of top firefighter rate per annum on November 1 and may use the funds to purchase uniform clothing. The per annum will be subject to tax deductions and will be WRS eligible.
- 21.4 The Chief shall have discretion as to the types of clothing that are acceptable to be worn while on duty.
- 21.5 Safety Glasses. Where required by the City, employees will be provided with one pair of safety glasses per year including prescription glasses. (This does not include the cost of the examination. Glasses will be in "regular frames" i.e. W.O.S.).
- 21.5.1 The City will replace or repair required prescription safety glasses which are lost, broken, or damaged on the job.
- 21.5.2 Employees who are not required to wear safety glasses may purchase them through the City.

ARTICLE 22
LONGEVITY

- 22.1 \$10 per month at the first pay period following the anniversary marking the beginning of the 8th year of service.
- 22.2 An additional \$10 per month at the first pay period of the 12th year of service.
- 22.3 An additional \$10 per month at the first pay period following the anniversary marking the beginning of the 16th year of service.
- 22.4 Maximum longevity payment is \$30 per month.

ARTICLE 23
PENSION

- 23.1 Employees hired prior to July 1, 2011 will be subject to a retirement contribution in an amount equal to that paid by general municipal employees.

ARTICLE 24
EMERGENCY MEDICAL SERVICE

24.1 Compensation

24.1.1 EMS-Certified personnel shall be compensated according to the following schedule:

- EMT 2.75% of top Fire Fighter Rate
- EMT-P 4.25% of top Fire Fighter Rate

24.1.2 Paramedic pay and eligibility for special events will be based on compliance with SOG 803.01 "Paramedic Skills Retention." Any change to SOG 803.01 "Paramedic Skills Retention" is subject to negotiation per Article 8.

24.1.3 Ride Pay: In addition to the above compensation, there shall be a payment equivalent to 6% of the top firefighter rate per day to those employees who actually serve on the ambulance. Effective January 1, 2025 there shall be a payment equivalent to 9% of the top firefighter rate per day to those employees who actually serve in the ambulance. The ride pay calculation is:

- Daily Rate: Top bi-weekly firefighter pay divided by 106, multiplied by 24-hours, multiplied by 96%. *Calculation* (pay/106x24x96%).
- Hourly Rate: Top bi-weekly firefighter pay divided by 106, multiplied by 24-hours, multiplied by 96%, divided by 24 hours. *Calculation* (pay/106x24x96%/24).

24.2 EMS Staffing

24.2.1 With respect to fulfilling the mission of the City's Emergency Medical Service, it is the understanding of the parties that the Chief determines the needs of the department as well as the qualifications necessary to fill those needs. Management must, however, follow contractual seniority provisions with respect to promotion, transfer or assignment to positions.

24.2.2 All personnel assigned to squads must have at least EMT certification.

24.2.3 Both parties to this working agreement agree that total fire department seniority, as qualified, will be the primary determinant of all assignments, and that therefore paramedic assignments will not inhibit return to line assignments as seniority warrants.

ARTICLE 25
DUTY INCURRED DISABILITY AND PENSION BENEFITS

25.1 Fire Service

25.1.1 An employee injured in the line of duty shall receive full pay while disabled not to exceed 180 calendar days. At the end of the 180 calendar day period, if more time is needed, a request to the Personnel Committee shall be made and the Personnel Committee may grant additional time as they deem necessary.

25.1.2 An employee who suffers a duty incurred heart or respiratory impairment or disease shall receive full pay while disabled not to exceed 180 calendar days. At the end of the 180 calendar day period, if more time is needed, a request to the Personnel Committee shall be made and the Personnel Committee may grant additional time as they deem necessary.

25.1.3 Employee pensions covered by Section 66.191 or applicable state or federal law shall be figured from an employee's base salary and the following fringe benefits – longevity, clothing allowance, holiday pay, City's contribution to employee's and family's plan of health insurance.

25.1.4 Employee's survivors shall receive a pension payment from the City whether employee is actively employed or on pension equal to $\frac{1}{3}$ of the employee's base salary and the following fringe benefits – longevity, clothing allowance, holiday pay, City's contribution to employee's life insurance, and City's contribution to employee's and family's plan of health insurance. There shall be an additional payment of \$15 per month for each of the employee's children under the age of 18. This is to clarify Section 66.191 or applicable state or federal law.

25.1.5 Employee's survivors shall receive payment for days employee has worked prior to their death along with vacation and holiday pay earned.

ARTICLE 26

HEALTH AND DENTAL INSURANCE CONTRIBUTIONS

26.1 The City will work to incorporate the Health Risk Assessment (HRA) requirements with the annual physical which is required of each firefighter. Employees will pay 12.5% with a 1.25% add on if spouse does not participate in the HRA for health care insurance benefit and the City will pay the remaining premium. The spouse add on will not apply if the City discontinues the HRA program.

26.2 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for dental insurance benefits.

ARTICLE 27

LIFE INSURANCE

27.1 The City will provide and carry, at no cost to the employee, life insurance for each fulltime firefighter in an amount equal to the employee's base salary. Employees shall have the option to purchase supplemental life insurance for self, spouse and eligible dependent(s). Employees will pay all premium costs for the optional supplemental life insurance through payroll deduction.

ARTICLE 28

EDUCATION CREDITS

28.1 The City shall reimburse a fire fighter tuition costs and book costs, as defined below, upon

successful completion of approved Fire Science courses. The student must attain a grade of "C" or higher to qualify for reimbursement. Approved Fire Service courses are defined as courses required for a degree (associate, bachelor or masters in Fire Science or related field).

28.2 The reimbursement for tuition shall be 100% at the UWGB rate for undergraduate courses, and 75% at the UWGB rate for graduate courses. Book reimbursement shall be set at a maximum of \$50 per course provided that upon book reimbursement the book is donated to the Fire Department library. The maximum reimbursement for any employee in a calendar year is \$1,200. Effective January 1, 2026 the maximum reimbursement for any employee in a calendar year is \$1,800.

28.3 In addition, the Chief shall retain the right to credit an employee who undertakes courses which would not qualify in this section if the Chief deems the course to be of sufficient benefit to the City. Credit approval must be obtained in advance of course attendance.

ARTICLE 29 LIABILITY AND ACCIDENT INSURANCE

29.1 The City agrees to provide insurance coverage to cover operation of its motor vehicles in the event that claims are made as a result of alleged injury or damage to persons or property which arises from the operation of a City vehicle.

29.2 The City also agrees to provide insurance coverage to cover employees in the event liability or damage claims are made while the employee is performing their duties.

ARTICLE 30 SAVING CLAUSE

30.1 If any article, sentence, or phrase of this contract shall be held, for any reason, to be inoperative, void, or invalid, the validity of the remaining portions of this contract shall not be affected.

ARTICLE 31 AMENDMENT PROVISION

31.1 This agreement is subject to amendment, alteration or addition only by subsequent written agreement between and executed by the City and the union where mutually agreeable. The waiver of any breach, term, or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 32 FIRE MARSHAL OFFICE

32.1 There will be a one year probationary period for personnel assigned to the Fire Marshal Office. Personnel assigned to the Fire Marshal Office will make a 2-year commitment unless retiring or unless removed for disciplinary reasons or mutually agreed to by the Chief and the employee.

32.2 If an employee of the Fire Marshal Office desires reassignment and said reassignment is

approved, the employee must remain on the job until a qualified replacement is trained and ready to assume the duties of the position.

32.3 Fire Marshal Office members are to receive vacation on the Day Personnel vacation schedule according to Article 15, Schedule B of this agreement.

32.43 Fire Marshal Office members will receive holiday pay as defined under 18.1.1.

32.546 All Fire Marshal Office members will participate in the on-call fire investigation coverage system. The on-call schedule will include each Fire Marshal Office member being assigned for 7-days, starting Monday at 8:00am through the following Monday at 8:00am. Each on-call week will be assigned a code (A-Green, B-Red, C-Yellow, and D-Blue). Each Fire Marshal Office member will be assigned to one of the four codes and be assigned that code for on-call purposes during their tenure in the Fire Marshal Office.

32.65 To prevent Fire Marshal Office members from having the same week of on-call every year, the normal rotation will be suspended during the on-call week of each year that includes Easter. At that time the rotation will be offered on a seniority basis, by code, and if necessary filled by inverse seniority. The rotation will then resume based on the employee's code.

32.76 The holidays of Christmas, Thanksgiving, Labor Day, and Memorial Day will each be assigned to a code group. Each of these holidays will have a 4-day block of on-call surrounding the holiday. On-call personnel will receive double on-call pay during these 4-holiday blocks. They will ~~not~~ receive double on-call pay for other listed holidays.

32.87 The Fire Marshal Office member on-call will be called in by fire dispatch or the Chief Officer.

32.98 The Fire Marshal Office member on-call must be available to respond to the fire scene when requested within an hour, unless there are extenuating circumstances as determined by the Chief.

32.109 The Fire Marshal Office member will work normal day hours while on call except for contractual Holidays.

32.110 A Fire Marshall Office member may be able to flex his or her hours of work to provide a mutual benefit to the employee and employer. At times the flex schedule may not be approved due to the needs of the Green Bay Metro Fire Department, however, in many cases the flex schedules will allow the employee to have flexibility throughout the 37.75 hour workweek. The following are the rules for a Fire Marshal to flex his or her schedule:~~in accordance with the Memorandum of Understanding attached and incorporated by reference as Exhibit B.~~

32.11.1 The hours of the flex schedule shall be flexed only between the hours of 0700 and 1900 Monday thru Friday.

a. Once the schedule has been approved for the week, any hours that may occur due to a fire investigation shall be considered overtime.

b. Any time outside these hours shall be overtime hours for the purposes

of payroll.

32.11.2 In some cases (example: fire prevention week) the employee may go over the 37.75 hours and have the choice to flex those hours in the two week pay period or receive preapproved overtime pay.

32.11.3 The employee shall submit their flex schedule to the Fire Chief or designee by the Tuesday prior to the upcoming week to be worked.

32.11.4 The Fire Chief or designee shall review the schedule and approve or deny the request of the schedule by the end of the workday on the Thursday of the week submitted. If the Chief or designee does not reply by the end of the day on Thursday, then the submitted schedule shall be approved.

32.11.5 If the employee does not submit a flex schedule by the end of the work day on Tuesday, then the employee's schedule shall be 0800 – 0400 with a 30 minute unpaid lunch.

~~32.12~~ 32.1~~2~~4 The Fire Marshal Office member will be compensated for time on-call at .001 of the Top Fire Fighter bi-weekly rate per hour on-call. On-call pay will not be paid during regular scheduled work hours. When called in to investigate a fire the Fire Marshal Office member will receive their regular rate of pay and will not simultaneously receive regular and on-call pay. Hours worked in excess of the Fire Marshal Office member's workday approved by the Chief or designee will be compensated at 1-½ times the regular rate. The on-call Fire Marshal Office member may receive phone calls from the on-duty Battalion Chief seeking guidance or clarification on an incident. These phone inquiries will be considered as compensated by the on-call pay stipend.

~~32.13~~ 32.1~~3~~2 During periods of work when not on-call, Fire Marshal Office members will be able to utilize vacation and the flex schedule as approved by the Chief. Two people shall be allowed off on vacation in a work week. Vacation selection shall be as follows:

→ First round selection shall occur the second Monday in the month of January. Picks shall occur by division seniority. During first round picks up to 3-weeks may be selected, all picks must be full weeks. Full week blocks may not be removed once selected.

→ Second round selection shall occur the third Monday in the month of January. Up to 10-individual days may be selected

→ Third round selection shall occur the fourth Monday in the month of January. Any remaining days available may be selected.

→ Any open vacation days left after vacation picks may be selected on a first come first served basis.

→ The Fire Marshal Office member selecting vacation must find coverage during a Fire

1063 Marshal Office member's on call schedule

1064 32.1~~43~~ The Fire Marshal Office member on-call is not eligible to work Packer and 4th of July
1065 overtime during the time they are on-call.

1066 32.1~~54~~ As approved by the Chief, the Fire Marshal Office member investigating the fire scene
1067 may be approved to use a reasonable amount of overtime to complete the fire report.

1068 32.1~~65~~ Any long term opening (i.e., medical) on the on-call fire investigation schedule will first be
1069 offered to Fire Marshal division personnel. If unable to fill the open on-call block it will
1070 then be offered to in-line firefighters who have fire investigation training by seniority. Any
1071 in-line fighter who assumes the on-call block of the long term opening will receive the on-
1072 call pay.

1073 32.1~~76~~ Each Fire Marshal Office member will be entitled to change their hours of on-call when
1074 they can secure another Fire Marshal Office member or in-line firefighter with fire
1075 investigation training to be on-call with prior approval of the Fire Marshal Captain and
1076 Fire Chief provided that:

1077 → Such substitution does not impose any additional cost to the City.

1078 → Substituting employee would receive pay for on-call hours worked per the
1079 Department's staffing software. Fire Chief, Fire Marshal Captain, and on-duty
1080 Battalion Chief will be notified in writing of change in on-call hours.

1081 → Neither the City, nor the Fire Department is responsible for enforcing any agreement
1082 made between employees. It is understood an employee's first responsibility is to the
1083 employee's position with the City and the Department.

1084 32.1~~87~~ Officers in the Fire Marshal Office having IAAI-Fit (International Association of Arson
1085 Investigators Fire Investigation Technician Certification) and Wisconsin Fire Detection,
1086 Prevention & Suppression Inspectors License shall receive compensation equal to 6% of
1087 top firefighter rate per day~~24.1.3 daily rate of line personnel~~. An Officer in the position of
1088 Lt. PIO having NFA Youth Fire Seaters Certification and CPS (Child Passenger Safety
1089 Certification) shall receive compensation equal to 6% of top firefighter rate per day.
1090 ~~24.1.3 daily rate of line personnel.~~

1091 ARTICLE 33
1092 MISCELLANEOUS

1093 33.1 In the event federal or state legislation is enacted concerning pay for overtime which
1094 would result in the City paying members of the Bargaining Unit overtime pay for the
1095 normal work week or day as set forth in this agreement, the work week and day as set
1096 shall be renegotiable.

1097 33.2 To provide the Fire personnel needed at special events (including without limitation by
1098 enumeration, the 4th of July, Art Street, etc), a list shall be posted by the department
1099 administration. This list shall ask for volunteers to work the event. Those who volunteer
1100 will be called out by seniority with qualifications. "Special events" shall include Packers
1101 football games; payment for the Packers football games shall be at the double time (2x)

- 1102 rate.
- 1103 33.2.1 If there are insufficient volunteers to meet the needs, the department will direct
1104 employees to work at the events inversely by seniority as qualified. A further
1105 stipulation shall apply as regards the calling to work of non-volunteers by inverse
1106 seniority as qualified and that shall be: As an employee is ordered to work because
1107 of their position in seniority shall after such work be eliminated from the eligibility
1108 list or directed call-in at subsequent events in that calendar year. However both
1109 parties understand that the major determinant of call-in is departmental need at
1110 the events and notwithstanding the waiver given above regarding a person who
1111 has already worked a game by non-volunteer call-in, that person can be called in
1112 again if no qualified person is available.
- 1113 33.3 The employer and Union agree that the recent transfer of the City Health Department to
1114 Brown County will not impact our delivery of occupational health services to members of
1115 Local 141. The individuals or agencies providing those services may change, but the City
1116 agrees that those changes will have no impact on the health and safety of members of
1117 Local 141.
- 1118 33.4 It is agreed and understood that the City's third party administrator for health and dental
1119 insurance has drafted a new booklet to address recent changes in the insurance industry.
1120 This memorandum will serve as the City's guarantee that the level of benefits enjoyed by
1121 members of Local 141 has not changed as a result of the TPA's amendment. The only
1122 coverage changes in the booklet will be those that have been negotiated and agreed
1123 upon.
- 1124 33.5 It is agreed that off-duty Fire Department employees, unless ordered to act by a superior
1125 officer of the Fire Department, are under no duty to take action when faced with an
1126 emergency. Any employee, while on duty, may however, respond to an emergency as a
1127 private individual. While on duty, the authority granted in Section 213.095, Wis. Stats.
1128 shall apply as provided therein. Employees who have the opportunity to respond to an
1129 emergency while off duty, and who don't, will not be held accountable for such decision
1130 and, therefore, there can be no discipline for such decision and inaction.
- 1131 33.6 If a member submits a letter of resignation or retirement, and does not return to work
1132 before what would have been their next scheduled day of work, they shall return as the
1133 least senior member of the department.

1134 ARTICLE 34
1135 DRUG TESTING

- 1136 34.1 Purpose. The purpose of this policy is to provide all fire service employees with notice of
1137 the provisions for the department drug testing program.
- 1138 34.2 Discussion. It is the policy of this department that the critical mission of the fire service
1139 justifies maintenance of a drug-free work environment through the use of a reasonable
1140 employee drug testing program.
- 1141 The fire fighting profession has several uniquely compelling interests that justify the use

of employee drug testing. The public has a right to expect that those who are sworn to protect them are, at all times, both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health and thus job performance.

Where fire service officers participate in illegal drug use and drug activity, the integrity of the profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug-free fire fighting profession, this department shall implement a drug testing program to detect prohibited drug use by sworn employees.

34.3 Definitions

34.3.1 Sworn Employee – Those employees who have been formally vested with full fire service powers and authority.

34.3.2 Drug Test – The compulsory production and submission of urine by an employee, in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.

34.3.3 Reasonable Suspicion – Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinary prudent and cautious person to believe that an individual is using or under the influence of drugs or other controlled substances.

34.3.4 Probationary Employee – For the purpose of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as a sworn employee.

34.4 Procedures

34.4.1 Prohibited Activity. The following rules shall apply to all applicants, probationary and sworn employees, while on and off duty:

- a) No employee shall illegally possess any controlled substance.
- b) No employee shall ingest any controlled or other dangerous substance, unless as prescribed by a licensed medical practitioner.
- c) Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to their Battalion Chief so that appropriate medical steps may be taken to ensure the employee's health and safety.
- d) Any employee, having a reasonable basis to believe that another employee is illegally using, or is in possession of any controlled substance, shall immediately report the facts and circumstances to the Battalion Chief on the shift. Training shall be provided on identification and handling of such situations.
- e) Discipline of sworn employees for violation of this policy shall be in accordance

1181 with the due process rights provided in the department's discipline and
1182 grievance procedures.

1183 34.4.2 Probationary Employee Drug Testing

1184 a) All probationary employees shall be required, as a condition of employment,
1185 to participate in unannounced drug tests prior to the completion of the
1186 probationary period. The frequency and timing of such testing shall be
1187 determined by the Chief or designee, and shall not exceed two tests during
1188 the probationary period.

1189 34.4.3 Employee Drug Testing. Sworn employees will be required to take drug tests as a
1190 condition of continued employment in order to ascertain prohibited drug use as
1191 provided below:

1192 a) All sworn employees shall be required to submit to a drug test prior to January
1193 1, 1993, provided they are notified of such test at least 30 days in advance.
1194 Employees receiving inpatient treatment for a dependency problem at the
1195 time of the mass testing shall not be tested.

1196 b) A non-union supervisor may order an employee to take a drug test upon
1197 documented reasonable suspicion that the employee is or has been using
1198 drugs. A summary of the facts supporting the order shall be made available to
1199 the employee prior to the actual test.

1200 c) A drug test will be administered as part of all promotional procedures. Any
1201 member who refuses to submit to this form of testing for judgment, fitness,
1202 and readiness for duty, shall be immediately removed from their special
1203 assignments.

1204 d) Any sworn employee of this department who is directly involved in a serious
1205 fire incident shall be required by a non-union supervisor to participate in a
1206 drug screening test immediately following the event, or as soon as the tactical
1207 situation allows. A serious incident is defined as a fire vehicle accident in which
1208 serious injury is sustained by any involved employee or citizen requiring
1209 immediate medical attention by hospital personnel. If it is clearly evident that
1210 the employee is not at fault in the accident, no drug test will be required. A
1211 directly involved employee is one who is the driver of the fire vehicle.

1212 e) Any employee who in the carrying on of their duties, ingests, either directly or
1213 indirectly, any drug or narcotic substance, is required to document, as soon as
1214 possible thereafter such contact. Documentation should occur in writing
1215 explaining all circumstances, and the employee's supervisor should be notified
1216 as soon as possible. Drug tests will be administered and no disciplinary action
1217 will be taken if the tests are positive and the employee can prove that
1218 ingestion was involuntary.

1219 f) Beginning in 1993, the department shall randomly test members of the
1220 bargaining unit. Such test shall occur once per year per shift with no
1221 announcement of time or date. The method for random selection shall be

1222 such that each member of the bargaining unit has an equal chance of being
1223 selected. No one shall be tested randomly more than twice every 5 years.
1224 Every employee in the department shall be tested at least once every 5 years.
1225 This shall not apply to causes for testing provided elsewhere in this article.

1226 34.4.4 Drug Testing Procedures

- 1227 a) The testing procedures and safeguards provided in this policy to ensure the
1228 integrity of department drug testing shall be adhered to by any personnel
1229 administering drug tests.
- 1230 b) Personnel authorized to administer drug tests shall require positive
1231 identification from each employee to be tested before they enter the testing
1232 area. This shall consist of picture ID that is government or employer issued.
- 1233 c) All employees whose urinalysis is not negative shall have a post-test interview
1234 with qualified medical personnel to ascertain and document the recent use of
1235 any prescription or non-prescription drugs, or any indirect exposure to drugs
1236 that may result in a positive test result.
- 1237 d) The bathroom facility of the testing area shall be private and secure.
- 1238 i. Authorized testing personnel shall search the facility before an employee
1239 enters it to produce a urine sample, and document that it is free of any
1240 foreign substances.
- 1241 e) Where the employee appears unable or unwilling to give a specimen at the
1242 time of the test, testing personnel shall document the circumstances on the
1243 drug test report form. The employee shall be permitted no more than 3 hours
1244 to give a sample; during which the employee shall remain in the testing area.
1245 If the employee leaves the area, it is considered a refusal to test. Up to and
1246 not exceeding 40 ounces of water may be given to the employee to encourage
1247 urination. Failure to submit a sample shall not be considered a refusal to
1248 submit to a drug test until the individual has been examined by a doctor to
1249 determine if the individual has a pre-existing medical condition which would
1250 prohibit the donor from supplying the specimen.
- 1251 f) Employees shall have the right to request that their sample be split and stored
1252 in case of legal disputes. The urine samples must be provided at the same
1253 time, and marked and placed in identical specimen containers by authorized
1254 testing personnel. One sample shall be submitted for immediate drug testing.
1255 The other sample shall remain at the facility in frozen storage for one year.
1256 This sample shall be made available to the employee or their attorney should
1257 the original sample result in a legal dispute or the chain of custody be broken.
- 1258 g) Specimen samples shall be sealed in the presence of the participants, labeled,
1259 and checked against the identity of the employee to ensure the results match
1260 the tested specimen. All collections are handled forensically, which means
1261 they are labeled, double-sealed, double-checked for accuracy and
1262 completeness, stored in a secure, locked refrigerator until testing, and
1263 accompanied by a forensic chain-of-custody.

- 1264 h) Whenever there is a reason to believe that the employee may have altered or
1265 substituted the specimen to be provided, a second specimen shall be obtained
1266 immediately under direct supervision of the testing personnel.

1267 34.4.5 Drug Testing Methodology

- 1268 a) The testing or processing phase shall consist of a two-step procedure:
- 1269 i. Initial screening test as defined in 34.4.5(b). (All employees shall receive
1270 the same initial screening test.)
- 1271 ii. Confirmation test (GCMS)
- 1272 b) The urine sample is first tested using the initial drug screening procedure. An
1273 initial positive test result will not be considered conclusive; rather, it will be
1274 classified as “confirmation pending.” Notification of test results to the Chief
1275 shall be held until the confirmation test results are obtained.
- 1276 c) A specimen testing positive will undergo an additional confirmatory test. The
1277 confirmation procedure shall be technologically different and more sensitive
1278 than the initial screening test. No positive results will be reported to
1279 management until all confirming tests have been conducted and the medical
1280 interview with the Medical Review Officer (MRO) has been completed. This
1281 shall include a six mono acetyl morphine test when codeine is detected in the
1282 GCMS test.
- 1283 d) The drug screening tests selected shall be capable of identifying marijuana,
1284 cocaine and every major drug of abuse including heroin, amphetamines and
1285 barbiturates. Personnel utilized for testing will be certified as qualified to
1286 collect urine samples or adequately trained in collection procedures.
- 1287 e) US Department of Transportation regulations 49CFR Part 40 shall be used for
1288 purposes of determining which substances will be tested for under this Article
1289 as well as the levels which will constitute a positive test.
- 1290 f) The laboratory selected to conduct the analysis shall be experienced and
1291 capable of quality control, documentation, chain-of-custody, technical
1292 expertise, and demonstrated proficiency in urinalysis.
- 1293 g) Employees having a negative drug test result shall receive memorandum
1294 stating that no illegal drugs were found. If the employee requests such, a copy
1295 of the letter will be placed in the employee’s personnel file
- 1296 h) Any employee who breaches the confidentiality of testing information shall be
1297 subject to discipline.

1298 34.4.6 Chain of Evidence - Storage

- 1299 a) Each step in the collecting and processing of the urine specimens shall be
1300 documented to establish procedural integrity and the chain-of-custody.
- 1301 b) Where a positive result is confirmed, urine specimens shall be maintained in
1302 secured, refrigerated storage for one year.

1303 34.4.7 Drug Test Results

- 1304 a) All records pertaining to department-required drug tests shall remain
1305 confidential and shall not be provided to other employees or agencies without
1306 the written permission of the person whose records are sought.
- 1307 b) Drug test results and records shall be sealed and retained in the employee's
1308 personnel file for an indefinite period. Only the employee, the Chief and the
1309 Human Resources Director shall be allowed to open such sealed records.

1310 34.5 Actions Taken/Positive Result.

1311 34.5.1 If an employee tests positive and the tests identify cocaine, heroin,
1312 amphetamines, barbiturates, or any other major drug abuse of illegal drug, the
1313 individual's employment shall be terminated. If the test is determined to be
1314 inconclusive, then the City shall not have just cause for termination.

- 1315 a) The exception shall be forced use as defined in 34.4.1(c).
- 1316 b) If an employee tests positive for a drug which was legally prescribed and led
1317 to their addiction to that drug then the employee shall be given an opportunity
1318 to rehabilitate according to paragraph 34.5.2.

1319 34.5.2 An employee who tests positive for marijuana shall be subjected to discipline and
1320 referred to the Employee Assistance Program.

- 1321 a) The employee shall be subject to mandatory random testing for a period of
1322 two years.
- 1323 b) The Employee Assistance Program shall not be a substitute for disciplinary
1324 action if other rules and regulations have been violated or crimes committed.
- 1325 c) A second positive test for marijuana shall be grounds for termination.
1326 However, employees who test negative for two years after rehabilitation will
1327 not be dismissed if their second positive test for marijuana occurs more than
1328 ten years after the last positive test. In that case the employee will be afforded
1329 rehabilitation one more time.

1330 34.5.3 A positive test shall be defined as a confirmation test which establishes
1331 conclusively that the employee has ingested one of the drugs in question.

1332 34.6 Refusal to Submit. Employees who refuse to submit to a required drug test under this
1333 policy shall be terminated from employment as a fire service employee.

1334 ARTICLE 35
1335 RESIDENCY

1336 35.1 All employees will be required to maintain residency within Brown County, counties
1337 which are contiguous to Brown County, or Southern Door County. Appropriate response
1338 time requirements may be established by the Fire Chief in consultation with the Human
1339 Resources Director.

1340 35.2 On the occasions of additional – alarm incidents, or multiple incidents occurring
1341 simultaneously, the department orders off-duty personnel to staff reserve apparatus
1342 through appropriate communication means. In these or any other emergent situation,

1343 members shall be called without regard to the normal overtime calling procedures.

1344 ARTICLE 36
1345 DURATION AND NEGOTIATION TIME TABLE

1346 36.1 This agreement shall become effective as of January 1, 202~~4~~⁰ and remain in force and
1347 effect to and including December 31, 202~~6~~³ and shall renew itself for additional one year
1348 periods until and unless either party, prior to July 1, before the expiration of this
1349 agreement and the expiration of any of its renewal dates, notify the other party in writing
1350 that it desires to alter or amend the same at the end of the contract.

1351 36.2 Negotiations may begin at any time prior to July 1.

1352 Signed and dated this ____ day _____ of _____.

1353 CITY OF GREEN BAY GREEN BAY FIRE FIGHTERS, LOCAL 141

1354 _____
1355 Eric Genrich, Mayor Ryan Hintz, President

1356 _____
1357 ~~David Litton~~Matthew Knott, Fire Chief Todd CoolmanBernie
1358 ~~Carwardine~~, Vice President

1359 _____
1360 Joseph W. Faulds, ~~Human Resources Director~~Chief of Operations Chad Decker~~Todd Madson~~,
1361 Secretary/Treasurer

1362 Attest:

1363 _____
1364 Kris TeskeCelestine Jeffreys, City Clerk

1365

1366

SCHEDULE "A" WAGES

Bi-weekly pay rates for uniformed personnel. Wage rates will be effective at the beginning of the pay period in which the effective date occurs.

POSITION	July January 1, 2024	December 31 January 1, 2025	July 1, 2025
	Shift Pay Increase 3%	2%	2%
New Hire	\$ 2,451.96 \$2,199.25	\$ 2,501.00 \$2,243.24	\$ 2,551.02 \$2,288.10
After 18-Months	\$ 2,650.11 \$2,376.98	\$ 2,703.11 \$2,424.52	\$ 2,757.17 \$2,473.01
Private (After 3-years' service)	\$ 2,848.25 \$2,554.70	\$ 2,905.22 \$2,605.79	\$ 2,963.32 \$2,657.91
Private (after 6 years' service) Top Firefighter Rate	\$ 2,925.49 \$2,623.98	\$ 2,984.00 \$2,676.46	\$ 3,043.68 \$2,729.99
Engineer (less than 11 years' service)	\$ 3,030.64 \$2,718.30	\$ 3,091.25 \$2,772.67	\$ 3,153.08 \$2,828.12
Engineer (after 11 years' service)	\$ 3,065.22 \$2,749.30	\$ 3,126.52 \$2,804.29	\$ 3,189.05 \$2,860.38
Lieutenant (less than 17 years' service)	\$ 3,226.20 \$2,893.70	\$ 3,290.72 \$2,951.57	\$ 3,356.53 \$3,010.60
Lieutenant (after 17 years' service)	\$ 3,278.80 \$2,940.88	\$ 3,344.38 \$2,999.70	\$ 3,411.27 \$3,059.69
Captain	\$ 3,507.46 \$3,145.97	\$ 3,577.61 \$3,208.89	\$ 3,649.16 \$3,273.07
EMT	\$ 80.45 \$72.16	\$ 82.06 \$73.60	\$ 83.70 \$75.07
Paramedic	\$ 124.33 \$111.52	\$ 126.82 \$113.75	\$ 129.35 \$116.02

POSITION	July January 1, 20262 2.5%	July 1 January, July 1 20263 2.5%
New Hire	\$ 2,614.80 \$2,333.86	\$ 2,680.17 \$2,380.54
After 18-Months	\$ 2,826.10 \$2,522.47	\$ 2,896.75 \$2,572.92
Private (After 3-years' service)	\$ 3,037.40 \$2,711.07	\$ 3,113.34 \$2,765.29
Private (after 6 years' service) Top Firefighter Rate	\$ 3,119.77 \$2,784.59	\$ 3,197.76 \$2,840.28
Engineer (less than 11 years' service)	\$ 3,231.91 \$2,884.68	\$ 3,312.71 \$2,942.37
Engineer (after 11 years' service)	\$ 3,268.78 \$2,917.59	\$ 3,350.50 \$2,975.94
Lieutenant (less than 17 years' service)	\$ 3,440.44 \$3,070.81	\$ 3,526.45 \$3,132.23
Lieutenant (after 17 years' service)	\$ 3,496.55 \$3,120.88	\$ 3,583.96 \$3,183.30
Captain	\$ 3,740.39 \$3,338.53	\$ 3,833.90 \$3,405.30
EMT	\$ 85.80 \$76.58	\$ 87.94 \$78.11
Paramedic	\$ 132.59 \$118.35	\$ 135.90 \$120.71

- 1) The employee(s) designated to maintain the S.C.B.A and the Officers in the Fire Marshalls Office having the required certifications outlined in 32.17 will be paid the daily rate ~~per 24.1.3 for each scheduled duty day~~ in addition to their regular pay that is equivalent to 6% of top firefighter rate per day. Employees designated to maintain the S.C.B.A shall be posted to the department designated S.C.B.A maintenance station (e.g. Station 6). The scheduled duty days per year are 122. The calculation referenced in 24.1.3 is top bi-weekly firefighter pay divided by 106, multiplied by 24 hours, multiplied by 6%, divided by 24 hours.

Example for 71/11/240: Top fire fighter bi-weekly rate \$ 2,925.492,623.98/106x24x6%/24 = \$1.48532.4839. SCBA pay = (122 duty days x 24 hours per day) x \$1.45832.4839) divided by 26 pay periods) = \$167.28279.73 bi-weekly rate.

- 2) Management shall exercise its discretion in starting new employees above step 1.

- 3) An employee shall receive the "Private After 6-Years" salary upon completion of 6-years of service, provided they have successfully completed Wisconsin Certified Driver/Operator Pumper and Aerial and has Wisconsin EMT certification.
- 4) An employee shall receive the "Engineer After 11-Years" salary upon completion of 11-years of service, provided they have successfully completed Wisconsin Certified Fire Officer I and has Wisconsin EMT certification.
- 5) If the employee with more than 6-years of service is promoted to Engineer prior to 11-years, then the employee shall receive 75% of the difference between Private with 6-years of service and Engineer with 11-years of service. The employee must take a promotion whenever available; otherwise the employee's salary reverts to the Private 6-year rate. An Engineer must maintain EMS certification; failure to do so will result in the employee being returned to the Private after 6 years of service rate.
- 6) An employee shall receive the "Lieutenant After 17-Years" salary upon completion of 17-years of service, provided they have successfully completed Wisconsin Certified Fire Officer I and has Wisconsin EMT certification.
- 7) If an employee with more than 11-years of service is promoted to the position of Lieutenant prior to having 17-years of service, then the employee shall be paid 75% of the difference between Engineer 11-years of service rate and Lieutenant with 17-years of service rate. The employee must take the promotion to Lieutenant whenever available; otherwise the employee's salary reverts to the Engineer with 11-years of service rate. A lieutenant must maintain EMS certification; failure to do so will result in the employee being returned to the Private after 6-years of service rate.
- 8) All bi-weekly payroll checks shall be direct deposited to an account at a financial institution of the employee's designation. Holiday paychecks may be direct deposited at the discretion of the employee.
- 9) In lieu of shift differential, line and shift personnel shall receive a one-time \$410 increase to the base salary (\$15.77 added to the bi-weekly pay rate) on January 1, 2020.
- 10) A one-time stipend of \$1,050 for 2024 wages will be paid to each employee as soon as practicable after the 2024-2026 agreement is fully executed.
- 9) 11) In accordance with Fair Labor Standard Act (FLSA) Section 29 U.S.C. 207(g), Local 141 agrees with the City of Green Bay to create a compensation scale for any members only serving on the following committees: Apparatus Spec, Equipment/Extrication, and SCBA. These rates will only be used to compensate for committee work, and all other pay rates will stay as is. The rate will be the hourly rate of the employees' position, paid out at the Paramedic Pay Rate (Private 6+, Engineer 11+, Lieutenant 17+, Captain) plus the hourly SCBA Pay according to Article 24.1.3 of the Agreement. Committee selection will continue to be chose based on seniority and qualifications.

1423
1424

EXHIBIT B



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 3, 2024

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

To approve the amendment to the City of Green Bay Personnel Policy Chapter 9 regarding hours of work, personal leave, and holidays.

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

1. 2025 - Proposal for New City Hall Core Hours - Personnel Committee 11-26-24
2. Personnel Committee - Personnel Policy Chapter 9 Revised - 11-26-24



Proposal for New City Hall Core Hours of Service

City of Green Bay

Green Bay, WI

City Hall Core Hours of Service

- Current City Hall Core Hours
 - Monday through Friday 8am to 4:30pm
 - Between Memorial Day and Labor Day
 - 7:30am to 5:00pm Monday through Thursday and 7:30am to 11:30am on Friday
- Proposed Schedule
 - 7:30am to 5:00pm Monday through Thursday and 7:30am to 11:30am on Friday
 - Public sector entities with this proposed schedule
 - Allouez, Ashwaubenon, Bellevue, Brown County, De Pere, Howard, Sheboygan, and Suamico

Objectives of the Proposal

1. Customer Service Improvements
2. Flexibility for all City Hall employees
3. Improve Recruitment and Retention



Public Benefits of Proposed Hours

- Extends time to attend City Hall Monday through Thursday.
 - The public can stop in City Hall at 7:30am and up until 5pm
- Same number of hours of service available and services available five days a week.
- Reduced hours align with historically low foot traffic on Friday afternoons
- Services available 24/7
 - Website provides ability to access Green Bay services
 - GB Services
 - After hours phone number

GB Services and Website Services

- GB Services
 - Residents have 24/7 access to the City's online portal to request City services
 - Attached document provides more information and top services for 2024
- City of Green Bay Website
 - Provides general information and education to the public
 - Parks services can be signed up for and paid for online
 - Online Building Permit application for smaller projects – working on online commercial building process
 - Parking Tickets – online and drop boxes

After Hours Contact

- After Hours Contact Information and Process
 - DPW Building Maintenance Technician on duty (920-492-3735)
 - Or 911/non-emergent police number (920-391-7450)
 - 911 Call Center re-directs to the appropriate City Department
 - Types of Calls
 - 90% are related to signs, lights, signals, or trees being down or post-accident clean up.
 - Typically, 2-3 calls a weekend.
- Webpage will be created to highlight after hours phone numbers
- Signage on exterior doors outlining after hours phone numbers

Employee and Employer Benefits

- Promote work-life balance for employees
 - Employees can flex schedules to accommodate personal obligations
 - See attached sheet with citywide alternative schedules
 - Human Resources will provide resources and training to supervisors on how to handle flexing schedules for employees
- Improve employee morale
- Offering a schedule consistent with local public entities to help with recruitment and retention

Business Community Feedback

- Generally, very positive
 - Positive comments regarding City Hall being open earlier and until 5pm Monday through Thursday
 - Fridays are slow, so not a big impact
 - Understanding of how the schedule can help retain employees
- Concerns
 - Engineering Services available on Friday afternoons
 - On-site employee has been contracted out on a more frequent basis
 - Engineers will be available via phone Friday afternoons
 - Turning around inspections within 48 hours or inspections on Friday afternoon
 - Process for plumbing and electrical to provide affidavits and information for inspectors to review next business day
 - Commercial inspections are able to schedule Monday through Thursday

Holiday Schedule

- City will have a holiday schedule that provides a competitive and equitable leave benefit for employees and minimal disruption to the public and services
- Attached policy provides the recommended changes:
 - Holidays that fall on a Monday will provide 9 hours of vacation for City Hall employees
 - Thanksgiving week will be a 8am-4:30pm workweek with 8 hours holiday pay for Thanksgiving and the day after Thanksgiving
 - Christmas Eve/Day and New Year's Eve/Day will be converted to 8am-4:30pm weeks with 8 hours of holiday pay
 - The Friday before Easter will be eliminated, and 4 hours of personal leave will be added to each regular employee.

Recommendation

- City recommends to adopt the revised Chapter 9 personnel policy as proposed starting January 6th.
- There is no financial impact to our updated schedule.
- This will be a work in progress for supervisors, employees, and the public to adapt to.
 - City employees and departments will continue to educate the public on the different ways the City provides services.
- Overall, the new schedule will help with our recruitment, retention, and have minimal impact on service the public.



Human Resources Department
100 North Jefferson Street - Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee

From: Joseph Faulds, Chief of Operations

Re: City Hall Core Hours – GB Services Information

Date: November 26, 2024

GB Services

GB Services is an online portal that allows residents to request city services. The attached document provides a QR code and link to the website to request services along with a summary of requests that can be requested.

Here are the top requests for 2024:

- GARBAGE & RECYCLING - IMPROPER CART STORAGE
- LONG GRASS, YARD WASTE & NATURAL DEBRIS - LONG GRASS OR WEEDS COMPLAINT
- GARBAGE & RECYCLING - BULK WASTE
- HOUSING/ZONING - YARD
- GARBAGE & RECYCLING - EARLY SET OUT
- TREES/FORESTRY - OTHER CONCERN
- HOUSING/ZONING - OTHER
- GARBAGE & RECYCLING - ORDER NEW GARBAGE/RECYCLE CART
- PARKING - OTHER CONCERN
- SIDEWALK & PAVEMENT - POT HOLE/BROKEN ROAD

The City is constantly updating and improving our GB Services which includes internal workflow improvements, public updates on the status of requests, and notifications of completed requests.

WHAT SERVICES CAN BE REQUESTED?



City of Green Bay residents are welcome to submit service requests through our online Request for Service tool. You can scan the QR code or visit <https://greenbaywi.gov/RFS> to submit requests.



- Long Grass or Yard Waste
- Pavement Markings
- Damaged Sidewalk
- Garbage & Recycling Improper Cart Storage
- Parking Concerns
- City-Owned Tree Removal
- Diseased Tree
- Park Shelter Cleanup
- Housing/Zoning Concern
- Animal Complaints
- Commend an Officer
- Nuisance Property
- Speeding Problem Area



Human Resources Department
100 North Jefferson Street - Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee

From: Joseph Faulds, Chief of Operations

Re: City Employee Alternative Schedules

Date: November 26, 2024

Employee Alternative Schedules

On August 20, 2024 the Personnel Committee was discussing changing the core hours for City Hall and inquired about alternative schedules for departments and employees who work outside of City Hall. The following is a breakdown of alternative schedules by department and division.

Public Works

Operations Division – Buildings and Grounds Section

- Fixed schedule year-round (7 AM to 3 PM, 3 PM to 11 PM & 11 PM to 7 AM shifts) plus rotating weekend on-call duty

Operations Division – Motor Equipment Section

- Mechanics and Parts Clerks offered option of year-round 4/10 schedule or 5/8 schedule (3 Mechanics work a 5/8 schedule)
- Weeks surrounding Thanksgiving, Christmas, and New Years are required 5/8 schedule to eliminate holiday pay issues and better facilitate vacation time
- This schedule was implemented with the understanding that if issues arise then all staff will revert back to a 5/8 schedule

Operations Division – Sanitation Section

- 5/8 schedule year-round
- 7 AM to 3 PM – week after Labor Day to Memorial Day
- 6 AM to 2 PM – Memorial Day to week after Labor Day

Operations Division – Street Section (including Sign Shop)

- 4/10 schedule (half off on Mondays/half off on Fridays) – Starts second Monday after Mother's Day
- 5/8 schedule – Starts Monday after the last Friday in September
- Fall curbside yard and garden waste collection – Starts end October/begin November (when heavier leave fall starts) and transitions to 5/10 schedule through Thanksgiving week

Parking Division

- PMT shifts (7 days per week)
 - 5/8 schedule year-round – 6:30 AM to 3 PM, and noon to 8:30 PM
 - 4/10 schedule year-round – 8 PM to 6:30 AM
- PEO shifts
 - 7:30 AM to 4 PM, 8 AM to 4:30 PM, and 9:30 AM to 6 PM (Monday to Friday)
 - 7 AM to 3:30 PM (Saturday)

Sanitary Division

- Late April through Day after Labor Day
 - Some employees work 4/10 schedule and others work 5/8 schedule
- Winter Schedule
 - Everyone works 5/8 schedule

Parks

Forestry

- Winter Hours
 - (6:30-2:30)
- Summer Hours
 - (Approximately ½ of the Arborists work (4) 10 hour days, 6:00-4:30)
 - (Approximately ½ of the Arborists work (5) 8 hour days, 6:30-2:30)
 - (City Forester works (4) 9 hour days and (1) 4 hour day, 6:00-3:00 and 6:00-10:00)
 - (1 Supervisor works (4) 10 hour days, 6:00-4:30)
 - (1 Supervisor works (5) 8 hour days, 6:30-2:30)

Park Maintenance

- Day crew Monday thru Friday 6am to 2pm.
- PM crew Monday thru Friday 2:30-10:30pm.

Carpenters

- 7am – 3pm

HVAC/Painter

- 6am-3pm Monday thru Thursday, Friday 6am-10am.

Pool specialist hours vary during the pool season typically 5am-1pm or 6am-2pm.

Weekend Park Maintenance Worker's

- 7am-3am shelters

- 10:30am-2:30pm shelters

Weekends at beach cleanup for Park Maintenance Workers is typically 5am to 9am or 6am to 10am or if they want to work an 8hr shift we allow that as well with a start time of either 5 or 6am.

Mechanics at shop

- Monday thru Friday 6am-2pm

Mechanics at beach hours vary depending on when the beach is open to the public

- Weekday day shift 6am-2pm
- Weekdays pm shift 10:30am-6:30pm or 12:30pm-8:30pm depending on beach operating hours
- Weekends during operating season 6am-6:30pm or 6am to 8:30pm depending on beach operating hours
- 6am-2pm off season

Parks City Hall

- For the most part all employees match the City Hall hours for summer and winter hours with a few exceptions.
- The recreation staff work many programs and pools, especially in the summer months. They flex their schedules accordingly, year round.
- Clerks maintain the summer hours year round.
 - This includes five employees and at least 1 person has to be here all hours City Hall is open.
 - Therefore they rotate which person works the (5) 8 Hour days that week.
- The cleaners are only here 3.5 hours per day with most of the time after City Hall closes.
- The 3 maintenance staff follow summer and winter hours, but their start and end times are different than all other city hall employees. They stagger their working hours so someone is here at 6:00 and here until all evening meetings are done. Let me know if you want their specific hours.

Community and Economic Development

Inspections

- When City Hall is open from 8am-4:30pm
 - Generally speaking, 7am-3pm Monday through Friday.
 - Some inspectors work 7am-4pm Monday through Thursday and then 7am-11am Friday.
- Summer Months
 - Most inspectors work 7am-4pm Monday through Thursday and 7am-11am on Friday
 - Some inspectors work 6:30am-3:30pm Monday through Thursday and 6:30am-10:30am on Friday.

Administrative Services, Human Resources, IT and Law

- All departments ensure in-person coverage for the City's core hours throughout the year.
- Outside of summer hours some departments rotate the summer hour schedule. For most departments this means half of the staff will work a regular 5 day, 8 hour schedule and the others will work the summer schedule and rotate from week to week.

Police and Fire

- Police and Fire work schedules provided by the labor agreements.

- Professional and administrative staff typically follow the City Hall schedule but may work different hours/schedules based on operations.





CITY OF GREEN BAY PERSONNEL POLICY

Policy Title Hours of Work and Fringe Benefits	Policy Reference Chapter 9
Policy Source Human Resources Department	Legal Review Date
Personnel Committee Approval	City Council Approval

...

9.2 HOURS OF WORK

~~The City retains the right to establish the work schedules and hours of work. The goal of this policy is to provide exceptional customer service to meet the community's needs while maintaining flexibility for employees. The City retains the right to establish work schedules and hours of work. The City has the authority to determine the methods, means, processes, and personnel by which the department's operations are to be conducted. This includes reserving the right to assign work in whatever manner deemed necessary to maintain an efficient workforce.~~

9.2.1 Work Day. The core hours for City Hall ~~and other City offices~~ will be ~~8:00~~7:30 a.m. to ~~4:30~~5:00 p.m. ~~Monday through Thursday (30 minute lunch) and 7:30am-11:30am on Fridays, except for established holidays.~~ The core hours for public works operational buildings will be 7:00am to 3:00pm Monday through Friday and for the parks operational buildings it will be 6:00am to 2:00pm Monday through Friday. Department heads and supervisors will determine and advise employees on their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, days of the week worked, as well as variations in the total hours that may be scheduled each day and week. When a department head or supervisor decides that employees will need to work outside the scheduled work hours, then the department head or supervisor should attempt to give notice, to the extent practical, prior to completion of the employee's work shift on the day preceding the change.

- a. ~~Non-exempt employees may regularly be assigned to work either 8 or 7.5 hours per day with a 1-hour unpaid lunch period. At the discretion of the department head the lunch period may be changed to a 30-minute unpaid lunch period and the work hours adjusted accordingly as long as the core hours are covered.~~

- b. Exempt employees will be allowed flexibility in scheduling their work day as long as they regularly cover the core hours and regularly work at least 40 hours per week, subject to department head approval.
- c. Flex Scheduling. A General Employee's Work Day hours may be flexed periodically with the approval of the employee's supervisor and according to the operational needs of that department. This includes coming in late, taking a longer lunch, leaving early or being gone for a portion of a Work Day. Time must be made up within the same workweek and may be made up by coming in early, working through lunch, or staying late. No flextime will be approved that will result in unauthorized overtime or compensation for greater than 40 hours of work in a workweek for hourly employees.

9.2.2 Work Week. The regular work week for City Hall and other City offices will be Monday through Friday.

9.2.3 Alternative Work Schedules. At the discretion of the department head an alternative work schedule may be established within a department if such scheduling meets the demands and needs of the City. Any alternative work schedule established must have final approval of the Human Resources Director or designee. An alternative work schedule consists of regularly scheduling full-time employees to work one less work day every other week by working longer hours during the remaining days. The definition's intention primarily includes weekly and biweekly arrangements. Weekly arrangements such as 4/40 require 40 hours over 4-work days every week. Biweekly arrangements such as 9/80 require 80 hours over 14 calendar days every two weeks.

~~9.2.4 Summer Work Schedule. The core hours for City Hall during the summer are 7:30 a.m. to 5:00 p.m. (with a 30 minute lunch) Monday through Thursday and 7:30 a.m. to 11:30 a.m. on Fridays, except for established holidays. For security purposes and to ensure compliance with wage and hour laws, City Hall shall close at 11:30 a.m. on Friday and employees are not permitted to work in City Hall after 11:30 a.m. on Fridays unless it is approved by the employee's Department Head or designee and the Human Resources Department. Summer schedules for seasonal, part-time, and operational employees will be determined by the department head. Summer hours will run from Memorial Day through Labor Day. Staffing needs and operational demands may necessitate variations in starting and ending times, days of the week worked, as well as variations in the total hours that may be scheduled each day and week.~~

9.2.5 Work Breaks. Employees working in offices may leave their place of work and return 15 minutes later for 2 work breaks in a ~~7.5~~ or 8.5 hour work day, one in the first half of the work day and the other in the second half of the work day. Employees not working in offices (example, performing field work) will be entitled to 2 work breaks. Work breaks not taken are lost and cannot be accumulated or used to extend lunch periods or shorten the work day.

9.2.6 Overtime. In accordance with the Fair Labor Standards Act (FLSA) non-exempt employees will receive overtime at the rate of 1½ times the

employee's regular hourly rate and will be paid for all hours actually worked in excess of 40-hours per week. Vacation, personal days, compensatory time, holiday time, funeral leave, jury duty leave and paid military leave will be considered actual hours worked for the purposes of determining eligibility for overtime. Overtime hours must be approved by the Supervisor.

Overtime compensation may be in the form of compensatory time which may accumulate to a maximum of 80 hours during the course of the year and either be used or paid out prior to January 1 of the following year. Only time earned at the overtime rate of 1½ can be placed in the compensatory time bank.

Effective January 1, 2012 employees will receive only one cash-out per year of compensatory time at the end of the calendar year.

9.2.7 Compensatory Time. Exempt employees will be allowed compensatory time off on an hour for hour basis to a maximum of 64 hours per year. Such time will be calculated on a weekly basis and time not taken by the end of the year will be lost. Only overtime authorized by the department head or division head may be accrued and any time taken must be approved by the supervisor and documented on an approved City form.

9.2.8 Police Captains, Assistant Fire Chief, Division Fire Chiefs. These positions will not be eligible for overtime pay except for those events reimbursed by the Green Bay Packers or other special events where the funding for the officers and supervisors is paid directly by the special event sponsor and not the City as determined by the Chief.

...

9.11 PERSONAL LEAVE

Beginning January 1, 2025~~42~~, regular full time employees will be eligible for 24~~28~~-hours of personal leave annually. Personal leave must be used during the calendar year earned and may not accumulate from year to year. Personal leave will be scheduled in the same manner as vacation. Personal leave may not be converted to escrow. Personal leave will be appropriately prorated for employees who work less than a calendar year.

9.12 HOLIDAYS

9.12.1 Effective January 1, 2025~~42~~, the following are recognized paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day after Thanksgiving
½ day Friday before Easter	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	

9.12.2 When one of the holidays listed above falls on a Sunday, the next normal workday will be treated as the holiday. When one of these holidays falls on a Saturday, the previous Friday will be treated as the holiday. Except that the

scheduling of holidays for parking division and police department employees required to work on holidays will be in accordance with applicable department policy.

9.12.3 Employees will receive holiday pay based on the established schedule approved by the department and Human Resources. City Hall employees will receive 9 hours holiday pay (pro-rated for part-time employees) for holidays that are observed between Monday through Thursday.

a. City Hall will be open to the public 8:00am-4:30pm Monday through Friday for the holiday weeks of Thanksgiving, the Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day are observed. City Hall employees will receive 8 hours of holiday pay (pro-rated for part time employees) for each holiday during this time.

b. When Independence Day falls or is observed on a Friday, City Hall will be open 8:00am-4:30pm Monday through Thursday and closed on Friday July 4th. City Hall employees will receive 8 hours of holiday pay (pro-rated for part time employees).

9.12.3 Employees will be allowed holiday pay for the above recognized holidays provided they meet the following requirements:

- a. That they be actively employed during the payroll period immediately preceding the holiday with the exception of authorized absence, and
- b. That they work the scheduled day immediately preceding the holiday and the scheduled day immediately following the holiday except in cases involving authorized paid leave such as sick leave or vacation.

9.12.4 Non-exempt employees called into work on a holiday will be eligible to receive double time pay. An employee regularly scheduled to work a holiday will not be eligible for the double time pay and will be paid at their regular rate of pay.



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # T.I

To receive and place on file the report by the Police Department on the monthly Traffic Enforcement Unit Traffic Safety Plan.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. II TRAFFIC SAFETY PLAN November 2024



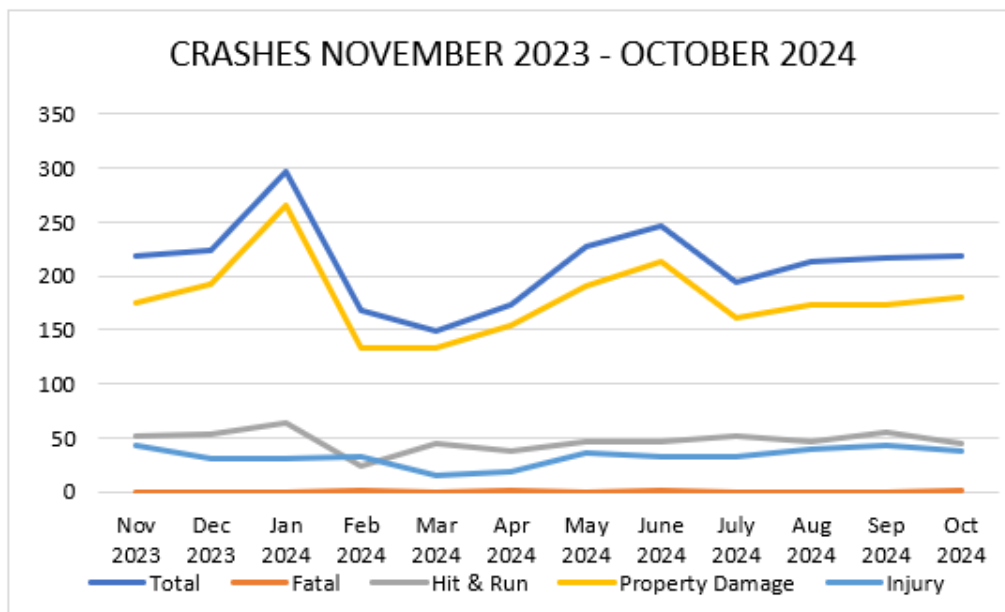
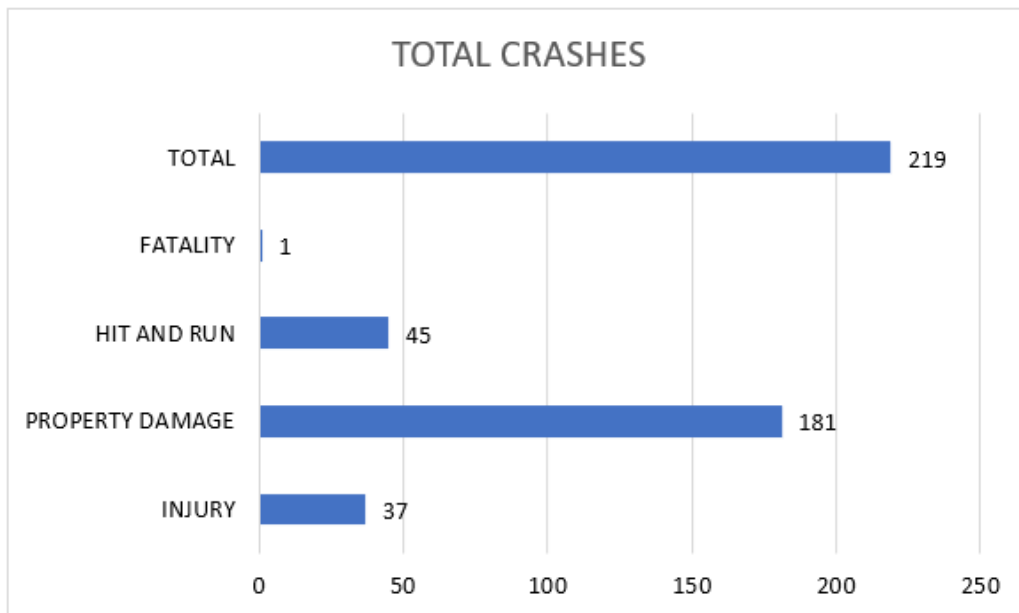
Green Bay Police Department

NOVEMBER 2024

Traffic Safety Plan

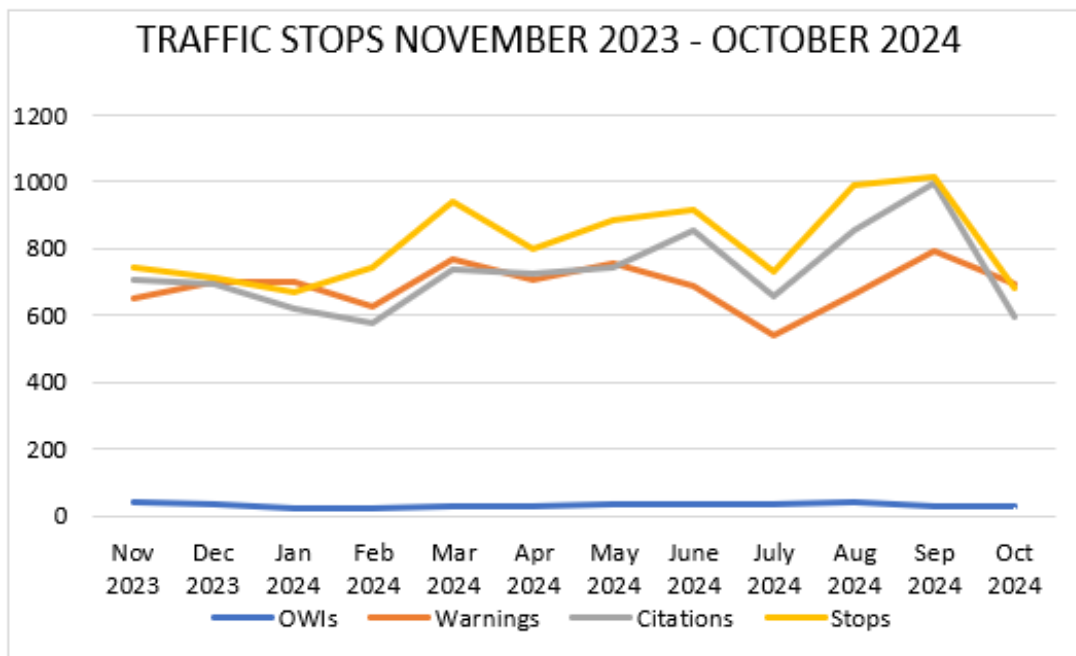
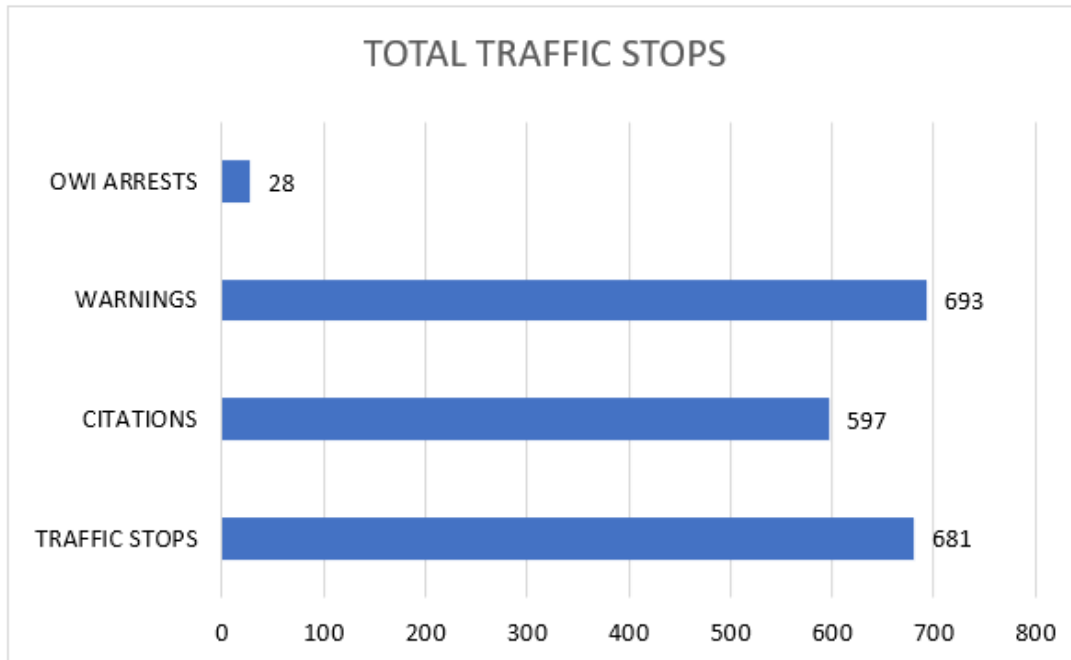
Traffic complaints are the #1 complaint made to the Green Bay Police Department and City Alderpersons. The police department is committed to safe travels for motorists, pedestrians and bicyclists. With a goal of reducing traffic crashes, property damage, injury and death on Green Bay's roadways, the 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.

OCTOBER 2024 CRASH DATA



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

OCTOBER 2024 TRAFFIC STOPS



UPCOMING TRAFFIC TASK FORCE DEPLOYMENTS

- * BROWN COUNTY OWI TASK FORCE—November 1, 2, 23, and 27
- * LOCAL ALCOHOL ENFORCEMENT—November 8, 9, 15, 16, 22, 29 and 30
- * BROWN COUNTY SPEED / RECKLESS DRIVING ENFORCEMENT—November 13

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	1100 S FISK AV	Speeding
A	1600 CAREFYL DR	Vehicles revving engines
A	1300 HOBART DR	Vehicles blocking driveways during school drop off/pick up
B	900 BLK 9TH ST	Speeding
B	9TH ST / NORWOOD AV	Speeding
B	SHAWANO AV / ASHLAND AV	Speeding
B	1000 BLK S BROADWAY	Speeding—late night/early morning hours
C	S BAIRD ST	Speeding
C	S MONROE AV / EMILIE ST	Speeding
C	S WEBSTER AV / EMILIE ST	Speeding
C	N BAIRD ST / E WALNUT ST	Sign violations
C	S BAIRD ST / ELIZA ST	Vehicles violating bus stop sign
D	E MASON ST / HARTUNG ST	Sign violations
D	NEWTOLS ST / VAN DEUREN ST	Stop sign violations
D	2700 BLK ENGLEWOOD RD	Loud music from vehicles
D	200 BLK ALPINE DR	Illegal passing
D	S HURON RD / BAY HIGHLANDS DR	Failure to yield to pedestrians
D	1900 BLK MARY QUEEN RD	Speeding and loud exhaust
D	1800 BLK NEWBERRY AV	Speeding and loud exhaust

Safely Celebrate the Holidays

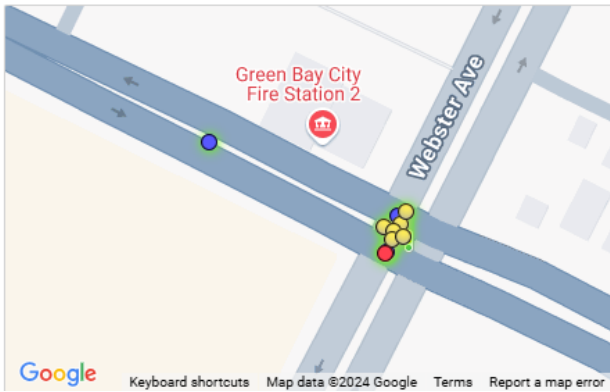


For many people, November is the beginning of a busy holiday season of parties and gatherings, many which include alcohol. While you make your holiday plans, also make plans for sober rides home. Designate a sober driver or plan to utilize taxis or ride share apps. If you are hosting, consider offering non-alcoholic drink options. Safe roadways are something we all can be thankful for.

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.



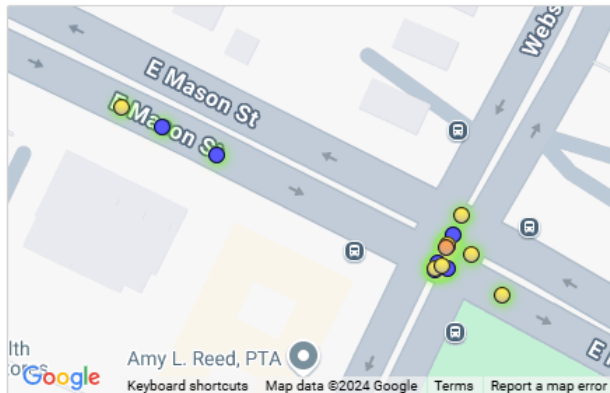
Analysis Area #1: GREEN BAY (C)

Roadway: WEBSTER AVE N

Total Crashes: 11

Contributing Factors:

- 65+ Driver (5)
- Teen Driver (2)
- Bike (1)
- Motorcycle (1)
- Pedestrian (1)
- Occp Protection (1)
- Winter Road (1)



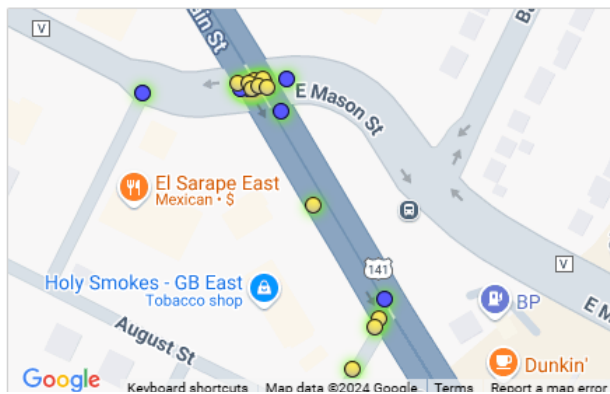
Analysis Area #3: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 15

Contributing Factors:

- 65+ Driver (5)
- Teen Driver (2)
- Bike (1)
- Motorcycle (1)
- Pedestrian (1)
- Occp Protection (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)
- Occp Protection (1)
- Impaired (1)
- Speed (1)
- Winter Road (1)



Analysis Area #5: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 9

Contributing Factors:

- Hit & Run (1)
- Occp Protection (1)
- Impaired (1)
- Distracted (1)
- 65+ Driver (1)
- Winter Road (1)



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # T.2

To install No Compression Braking within City Limits signs along North Broadway, between Mather Street and Alexander Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

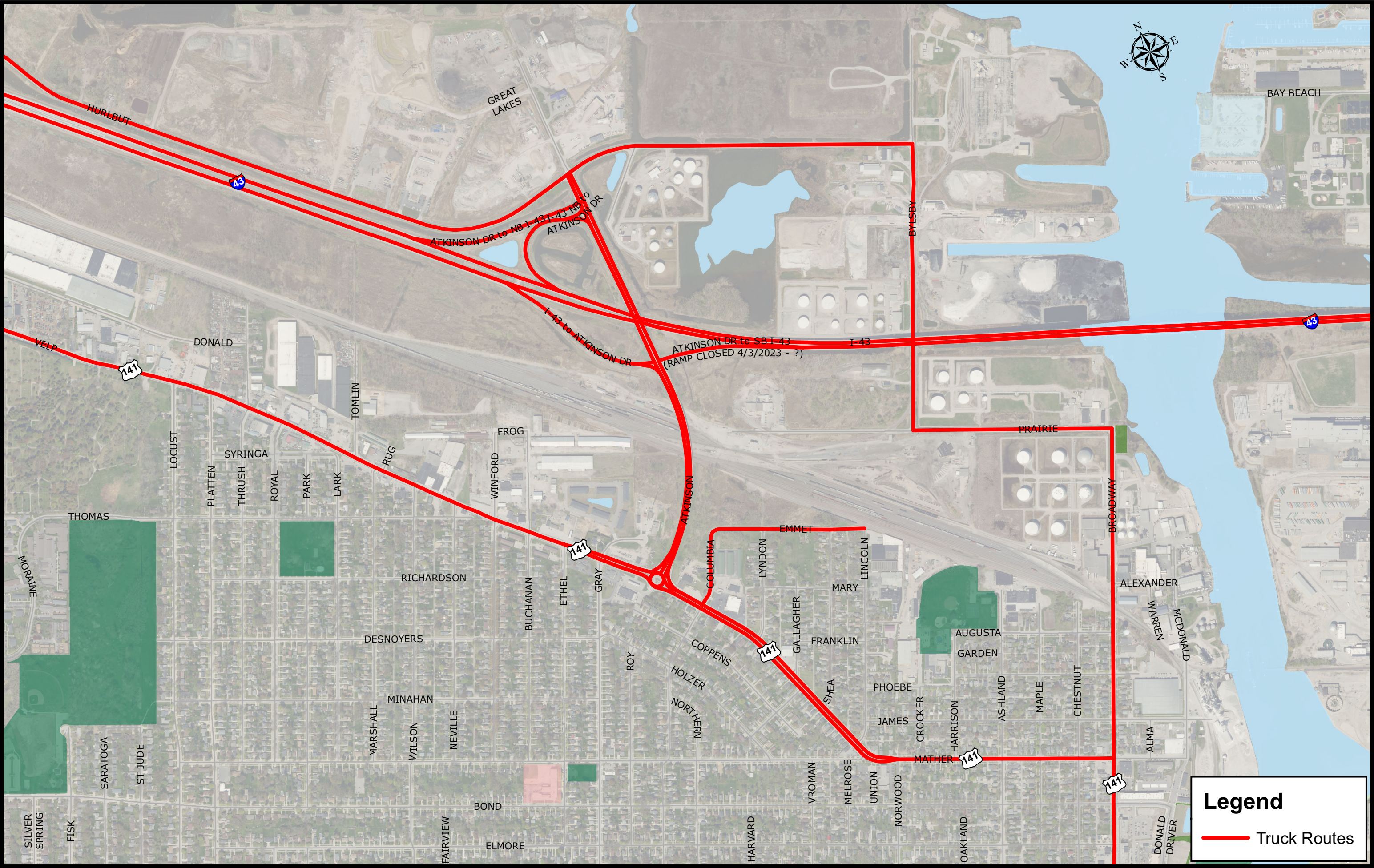
1. 11-18-2024 Atkinson Communication
2. 11-18-2024 Atkinson Dr Map

From: noreply@civicplus.com
To: [Celestine Jeffreys](#); [Eric Genrich](#); [Amaad Rivera](#); [Joseph Faulds](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Monday, October 21, 2024 1:08:36 PM

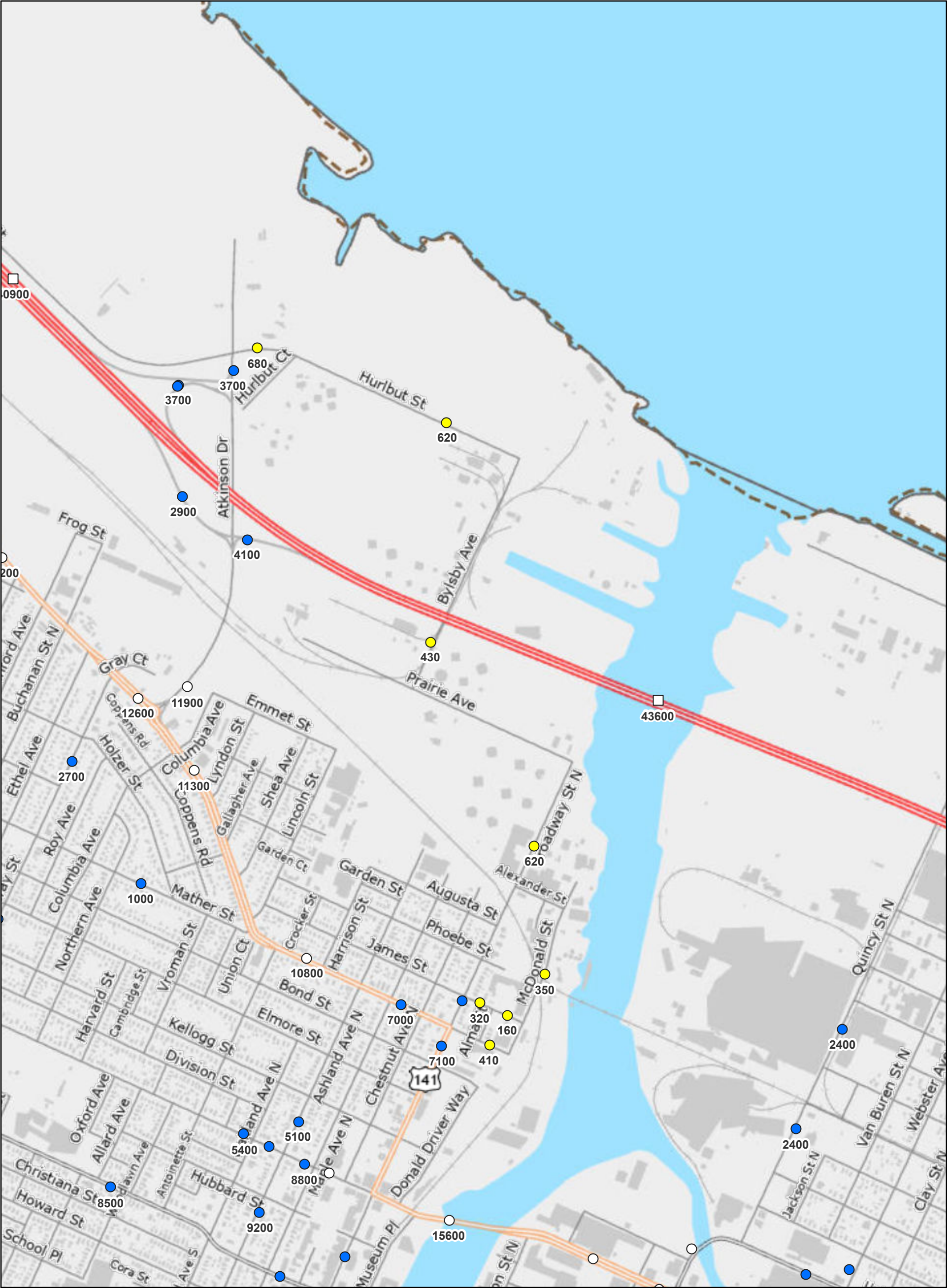
Alders' Petitions and Communications

Name	Alyssa Proffitt
Committee Name	Traffic, Bicycle, and Pedestrian Commission
Text of Communication	To refer to staff the possibility of adding movable signage on Atkinson Drive exit of I-43 to call out the industrial semi routes vs residential routes.

Email not displaying correctly? [View it in your browser.](#)



WisDOT 2022 Traffic Counts



11/12/2024, 9:59:12 AM

Traffic Count Sites - Continuous

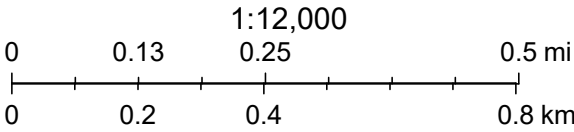
□ > 9,999 – 49,999

Traffic Count Sites - Short Duration

● 0 – 999

● > 999 – 9,999

○ > 9,999 – 49,999

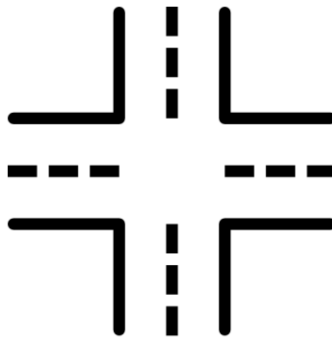


Passenger Vehicles & Trucks

24-hr Traffic Counts, Fri Jun 22 – Thu Jun 28, 2018

Class	Direction	Mon-Thu	Fri	Sat	Sun
Class 1-8 (24-hr)	NB	582	626	373	307
Class 9-13 (24-hr)	NB	157	174	65	57
Class 1-8 (24-hr)	SB	576	586	378	271
Class 9-13 (24-hr)	SB	213	233	93	72
Class 1-8 (24-hr)	Both	1,158	1,212	751	578
Class 9-13 (24-hr)	Both	370	407	158	129
TOTAL	Both	1,528	1,619	909	707
% Trucks		24%	25%	17%	18%

Class	Direction	Mon-Thu	Fri	Sat	Sun
Class 1-8 (24-hr)	EB	170	179	153	124
Class 9-13 (24-hr)	EB	0	1	0	0
Class 1-8 (24-hr)	WB	123	149	109	86
Class 9-13 (24-hr)	WB	2	1	0	0
Class 1-8 (24-hr)	Both	293	328	262	210
Class 9-13 (24-hr)	Both	2	2	0	0
TOTAL	Both	295	330	262	210
% Trucks		1%	1%	0%	0%



Class	Direction	Mon-Thu	Fri	Sat	Sun
Class 1-8 (24-hr)	NB	724	791	492	418
Class 9-13 (24-hr)	NB	160	192	60	56
Class 1-8 (24-hr)	SB	861	831	565	453
Class 9-13 (24-hr)	SB	251	268	100	72
Class 1-8 (24-hr)	Both	1,585	1,622	1,057	871
Class 9-13 (24-hr)	Both	411	460	160	128
TOTAL	Both	1,996	2,082	1,217	999
% Trucks		21%	22%	13%	13%



Passenger Vehicles & Trucks

24-hr Traffic Counts, Tue Apr 6 – Sun Apr 11, 2021



© 2021 Google

Imagery Date: 5/17/2018



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # T.3

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

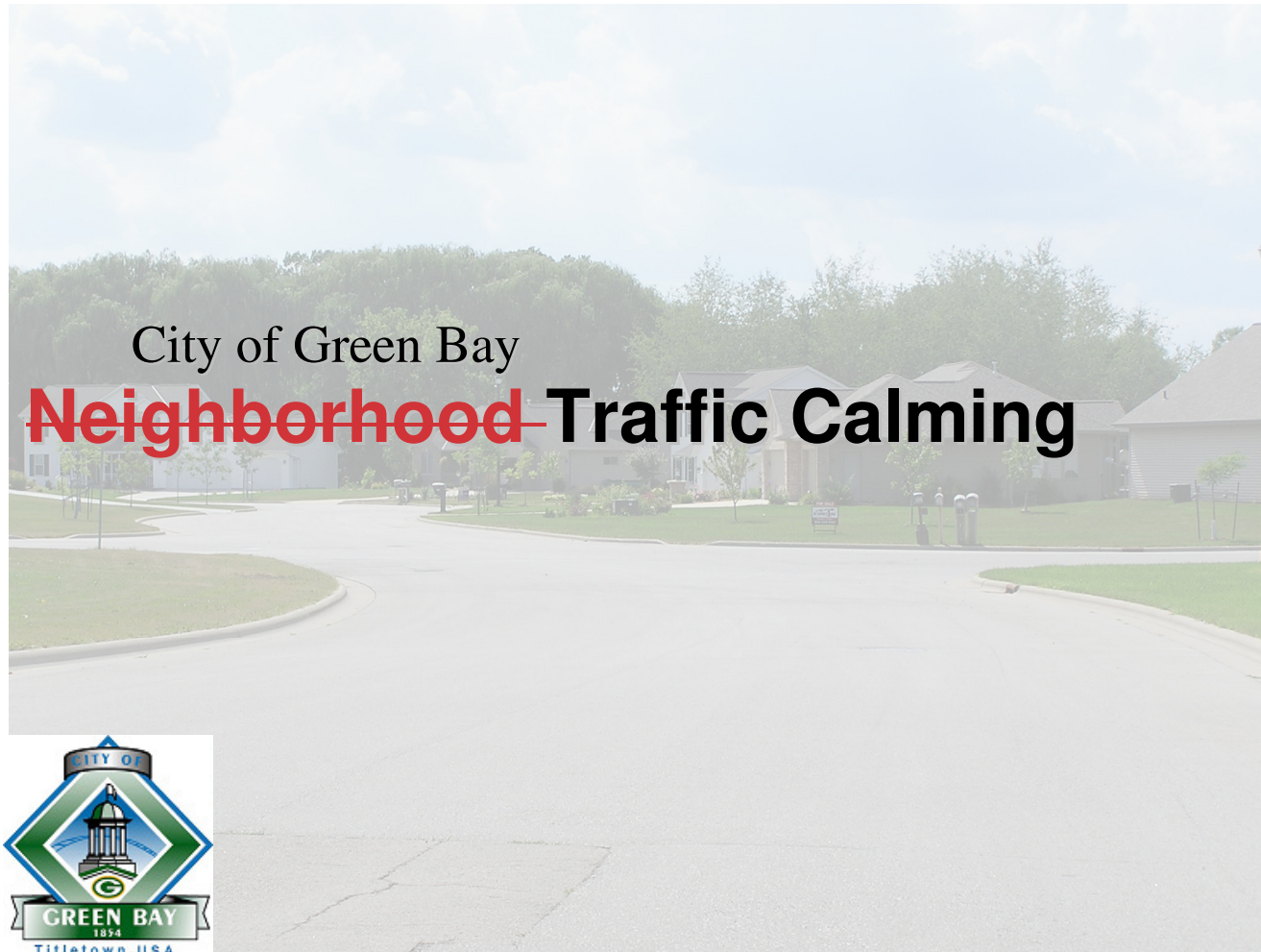
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 11-18-2024 Traffic Calming Attachments



ADOPTED: Tuesday, October 22, 2007 by the City of Green Bay Common Council

REVISED: Tuesday, March 18, 2008 by the City of Green Bay Common Council

REVISED: Friday, November 15, 2013 by the City Traffic Engineer (updated web hyperlinks due to city website changes, and Table of Contents Appendix 2 reference correction)

REVISED: Thursday, June 20, 2019 by the City Traffic Engineer (updated web hyperlinks due to city website changes)

REVISED: August 27, 2024 by the City of Green Bay Common Council

Department of Public Works | Traffic Division
100 N. Jefferson Street, Room 300
Green Bay, WI 54301
(920) 448-3100

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What is Traffic Calming?

City of Green Bay residents have expressed concern about speeding and cut-through traffic in residential neighborhoods. In response to public interest the City ~~has originally~~ developed a Neighborhood Traffic Calming Policy in 2007.

The Institute of Transportation Engineers defines “traffic calming” as “the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users.”

The City of Green Bay also expands this definition to include non-physical measures such as educational programs and enhanced enforcement

What are Traffic Calming Measures?

~~Neighborhood traffic~~Traffic calming measures are an attempt to enhance traffic and pedestrian safety and preserve neighborhood character and livability. There are a number of traffic calming devices that are available to achieve this effect. The specific measures are described in more detail below, but can generally be used to address problems with speeding, cut-through traffic, increased volume, and safety. When a traffic calming measure is implemented successfully, it is effective and self enforcing.

Beyond residential neighborhoods, there is a desire to expand traffic calming to some collector roadways. Traffic calming measures are generally incompatible with arterial streets. A primary function of arterial streets is to efficiently and expeditiously move traffic through a corridor.

As considered under this policy, traffic calming measures are largely reactive to observed or perceived concerns; in most cases, from neighborhood residents or businesses. In addition to reactive solutions, City staff will work with developers to consider traffic calming measures to be designed into new subdivisions or on reconstruction projects for existing streets, as appropriate, to address potential conflicts before they arise. Additionally, staff will use input received regarding the need for traffic calming into consideration when designing reconstruction projects for collector and local streets.

The ~~Neighborhood~~Traffic Calming Process?

This section describes the process, regulations, and requirements of the Green Bay ~~Neighborhood~~Traffic Calming Policy. For a brief overview of the process, see the Traffic Calming flow chart (Appendix 1).

STEP 1 — Report the Problem

If you feel as though you have a speeding or traffic problem on your residential street, the first step is to report the problem to City of Green Bay Traffic staff at (920) 448-3100 or dpwmail@greenbaywi.gov. City staff will note your complaint and provide a Traffic Calming Request Form. This form will also be available at <https://greenbaywi.gov/DocumentCenter/View/1579/Traffic-Calming-Request-Form-PDF>. When the form is submitted City staff will evaluate the complaint to determine the nature of the problem, and make sure that the location meets the first traffic calming criteria:

The street must be classified as “Residential.”

The City will not implement traffic calming measures, or conduct traffic calming studies on “arterial”, ~~“collector”~~ streets, and Green Bay Metro bus routes. For the City’s Roadway Classification Map, please refer to the map available at <https://greenbaywi.gov/DocumentCenter/View/4236/Roadway-Functional-Classification-Map>. Staff can work with you to identify other actions if your street does not meet this basic criterion.

STEP 2 — Neighborhood Consensus

After the initial report, City staff will request a petition from a representative number of residents in the neighborhood (at least 20%, or 10 residents, whichever is less) to verify that there is a widespread concern for the speeding or traffic issue. After the petition is received, City staff will review it. The petition form is available at <https://greenbaywi.gov/DocumentCenter/View/4239/Traffic-Calming-Petition-Form-PDF>.

STEP 3 — Data Collection

When it is determined that a representative number of residents perceive the problem, City staff will collect traffic volume and speed data for the street and observe traffic patterns. 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 ~~above 32 miles per hour (20 mph for alleyways)~~more than 5 miles per hour (mph) above the posted speed limit, or
- If 5% of the vehicles driving on the roadway are traveling at speeds ~~above 35 miles per hour (25 mph for alleyways)~~more than 10 mph above the posted speed limit, then the street would be eligible for Traffic Calming. This last condition applies to situations where the residents' concern is for the few drivers considerably exceeding the speed limit.

Cut-through Problem Threshold:

- In some cases, the reported problem is related to the volume of traffic on the residential street instead of the speed. If the street carries more than 1000 vehicles per day, then the street would be eligible for Traffic Calming.

Other Issues:

- Some traffic problems do not fit neatly into the speeding or cut-through “boxes”. City staff will evaluate on a case-by-case basis if a unique issue warrants traffic calming.

STEP 4 — Stage 1 Traffic Calming

If the trouble location exceeds the thresholds identified above, City staff will first suggest possible solutions that do not involve the use of physical controls or impediments on the roadway system. These are primarily education and enforcement based measures called Stage 1 traffic calming. These include:

- **Radar Speed Trailer Deployment** — This is a temporary device that is primarily used to educate motorists regarding the fact that they may be significantly exceeding the posted speed limit. Speed data can and may be collected.
- **Traffic Enforcement Actions** — This is traditional enforcement activity on the part of Green Bay Police Department's traffic enforcement officers. The intent is to modify behavior to result in a safer situation for all drivers and neighbors.
- **Traffic Signing and Pavement Markings** — Traffic Engineering staff will review all of the traffic signing and pavement markings in the area. If necessary, staff will install additional signing or striping. When appropriate, changes and additions will be reviewed with interested neighbors.

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- Driver Feedback Signs – Traffic Engineering staff will review speed data to determine if placement of a driver feedback sign would assist in achieving voluntary speed limit compliance.

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STEP 5 — Follow-up Data Collection

If one or more of the Stage 1 Traffic Calming measures is implemented City staff will wait approximately three to six months and conduct another speed and/or volume data collection. The data will then be analyzed to determine if the Traffic Calming measure was successful. If the measure was successful, and the thresholds identified in Step 3 are not exceeded then the traffic calming process will end at this point.

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.

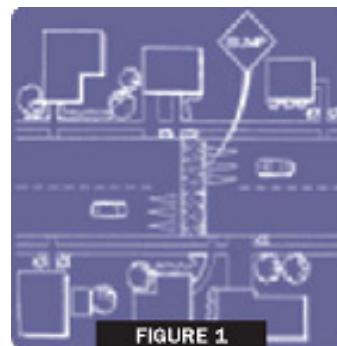
STEP 6 — Stage 2 Traffic Calming Study

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.

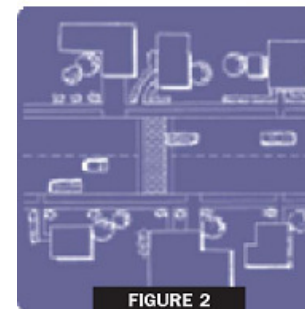
See Figure 1.



- **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.

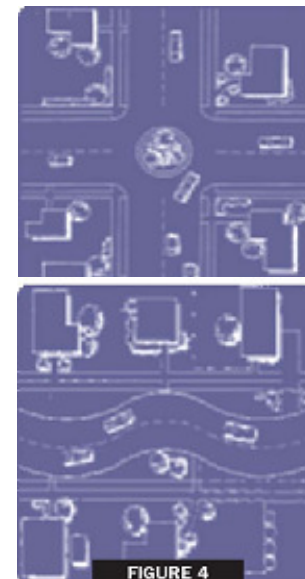
See Figure 2.



- **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

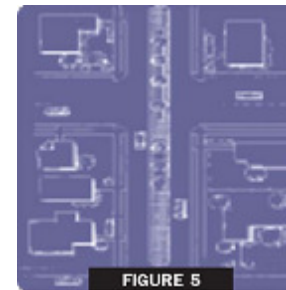
generally results in reduced traffic speeds and provides pedestrians with shorter crossing distances.

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.

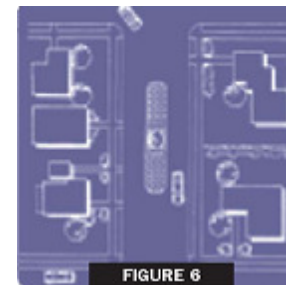
See Figure 5.



- **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.

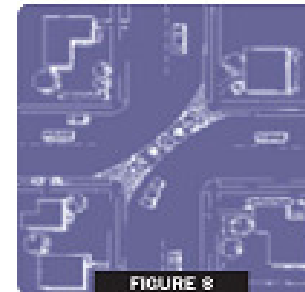


See Figure 7.

- **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.

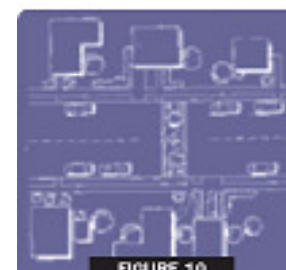
See Figure 9.



- **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:

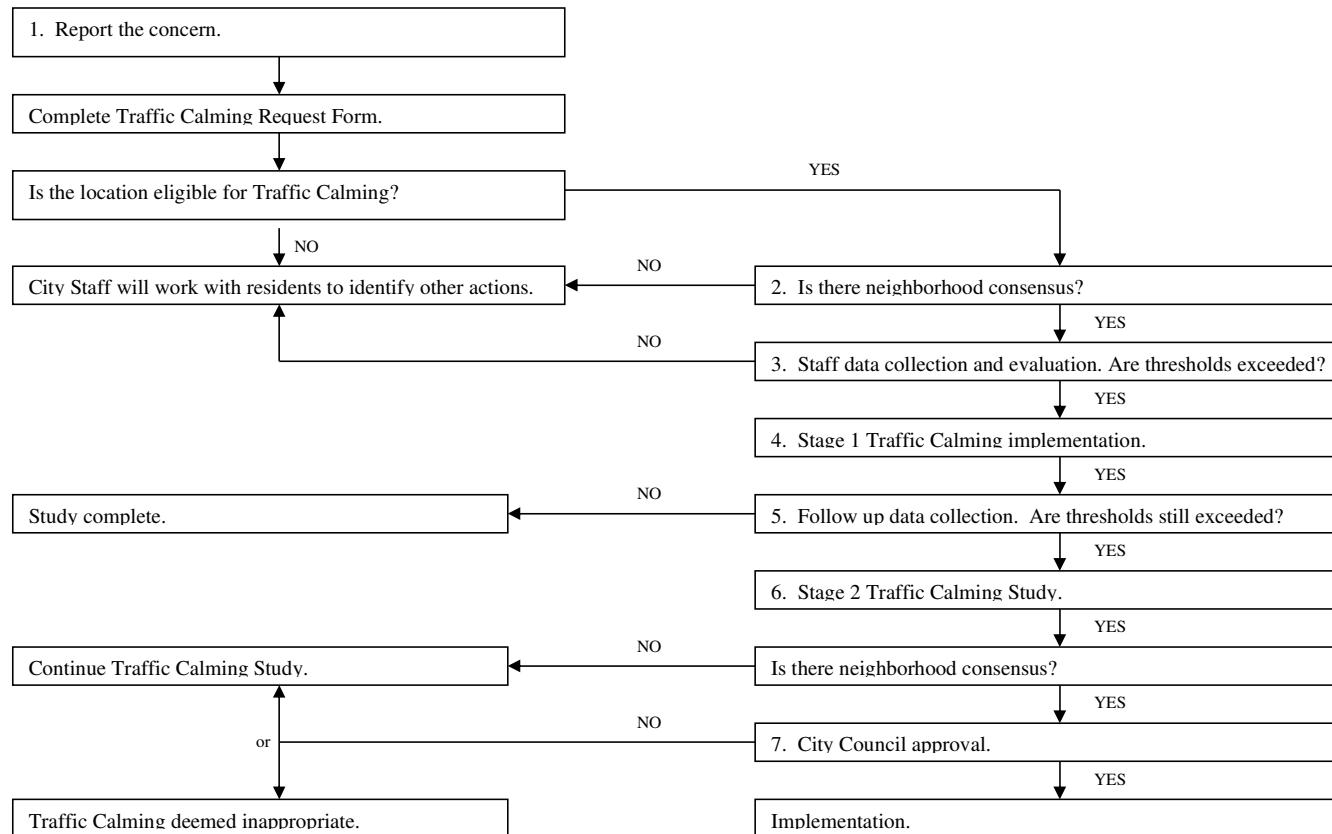
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Use next page or backside for additional signatures...

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
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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

December 3, 2024

PREPARED BY

AGENDA ITEM # T.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



Report to the
Equal Rights Commission
of the City of Green Bay

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # V.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

December 3, 2024

PREPARED BY

AGENDA ITEM # V.2

To refer to staff and finalize edits to the Indigenous Peoples' 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.

**RESOLUTION TO ACCEPT 2024 SIDEWALKS
AND ISSUE ASSESSMENTS
December 3, 2024**

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

That the following sidewalks built on the following streets by Highway Landscapers Inc., under its contract duly awarded on March 21, 2024, be and are hereby accepted and that the City Clerk be and is hereby instructed to give the usual thirty (30) days notice relative to the payment of said sidewalks.

AND, BE IT FURTHER RESOLVED, that the City Clerk be and is hereby instructed to issue certificates payable to the City of Green Bay against the abutting property according to the final assessments on file, and a schedule of assessments shall be payable annually extending for a period not to exceed five (5) years at an interest rate of five and seventy five hundredths of a percent (5.75%) per annum, and shall be charged to the particular property against which assessments have been made.

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

mmw

SPAS-CouncilResolution

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
12152						
DISTRICT	22-2020	JEREMY R DOUGHTY	3633 ARCADIA BLUFF DR THOMAS J JUZA'S SHOREWOOD HEIGHTS 1ST ADDN LOT 150			
1		3633 ARCADIA BLUFF DR GREEN BAY WI 54311				
				20.50 Ton @	18.00 Ton	369.00
				25.10 CY @	30.00 CY	753.00
				840.00 Sq Ft @	10.25 Sq Ft	8610.00
			Parcel Total Charges			9732.00
DISTRICT	22-2021	AMANDA S & CORY M GRASSELL	2961 SUSSEX RD THOMAS J JUZA'S SHOREWOOD HEIGHTS 1ST ADDN LOT 151			
1		2961 SUSSEX RD GREEN BAY WI 54311				
				4.80 Ton @	18.00 Ton	86.40
				5.80 CY @	30.00 CY	174.00
				195.00 Sq Ft @	10.25 Sq Ft	1998.75
			Parcel Total Charges			2259.15
DISTRICT	21-8207	JENNA K MARIE JOSSART	405 KRISTY LEE CT KRISTY LEE ESTATES LOT 17			
2		405 KRISTY LEE CT GREEN BAY WI 54311				
				0.70 Ton @	18.00 Ton	12.60
				0.90 CY @	30.00 CY	27.00
				30.00 Sq Ft @	10.25 Sq Ft	307.50
			Parcel Total Charges			347.10
DISTRICT	21-1355-16	GREEN BAY APTS LLC	1828 AUGUST ST LOT 4 VOL 6 CSM PAGE 107			
3		W7428 HOGSBACK RD JUNEAU WI 53039				
				74.50 Sq Ft @	14.00 Sq Ft	1043.00
				303.50 Sq Ft @	12.00 Sq Ft	3642.00
			Parcel Total Charges			4685.00
DISTRICT	21-2542-K-24	DIANE M & RICHARD W SEYLER	848 SCHWARTZ ST SILVER SPRING SUB #2 LOT 24			
3		848 SCHWARTZ ST GREEN BAY WI 54302-3161				
				23.50 Sq Ft @	14.00 Sq Ft	329.00
				50.50 Sq Ft @	12.00 Sq Ft	606.00
			Parcel Total Charges			935.00
DISTRICT	21-2781	ALEXIS VILLAGOMEZ PALOBLANCO	615 SCHWARTZ ST BENOIT WITTIGS ADDN LOT 6			
3		615 SCHWARTZ ST GREEN BAY WI 54302				
				25.50 Sq Ft @	12.00 Sq Ft	306.00
				26.00 Sq Ft @	14.00 Sq Ft	364.00
			Parcel Total Charges			670.00
DISTRICT	14-747	SOHO RENTAL LLC	922 STUART ST PLAT OF ASTOR E 41 FT OF W 65 FT OF LOT 1 & E 41 FT OF W 65 FT OF N 20 FT OF LOT 2 & E 31 FT OF W 55 FT OF S 40 FT OF LOT 2 BLK 56			
4		P.O BOX 10862 GREEN BAY WI 54302				
				19.60 Sq Ft @	12.00 Sq Ft	235.20
			Parcel Total Charges			235.20

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 4	14-751	JONATHAN COSTA 505 SPRING ST GREEN BAY WI 54301-3632	324 S WEBSTER AVE PLAT OF ASTOR LOT 5 BLK 56			
				135.20 Sq Ft @	12.00 Sq Ft	1622.40
			Parcel Total Charges			1622.40
DISTRICT 4	14-752	MARQ INVESTMENTS LLC PO BOX 223 STOCKBRIDGE WI 53088	332 S WEBSTER AVE PLAT OF ASTOR LOT 6 BLK 56			
				26.50 Sq Ft @	14.00 Sq Ft	371.00
				173.30 Sq Ft @	12.00 Sq Ft	2079.60
			Parcel Total Charges			2450.60
DISTRICT 4	15-157	BLUE ELEPHANT LLC 3917 N SECRET GARDEN CT DE PERE WI 54115	702-704 S MONROE AVE PLAT OF ASTOR LOTS 1, 12, 13 & 14 BLK 32 EX RD			
				76.90 Sq Ft @	14.00 Sq Ft	1076.60
			Parcel Total Charges			1076.60
DISTRICT 4	15-165	KAITLYN E & ALEXIS L & MAHREA R WEED 502 CASS ST GREEN BAY WI 54301	502 CASS ST PLAT OF ASTOR N 76 FT OF LOT 10 BLK 32			
				2.20 Sq Ft @	12.00 Sq Ft	26.40
				25.50 Sq Ft @	12.00 Sq Ft	306.00
				136.70 Sq Ft @	12.00 Sq Ft	1640.40
DISTRICT 4	15-167	NORA & MIKE R KANZENBACH 510 CASS ST GREEN BAY WI 54301-3602	510 CASS ST PLAT OF ASTOR N 75 FT OF LO T 11 BLK 32			
				69.40 Sq Ft @	14.00 Sq Ft	971.60
				70.50 Sq Ft @	12.00 Sq Ft	846.00
			Parcel Total Charges			1817.60
DISTRICT 4	16-118	DEMARCO REVOCABLE TRUST 945 S MONROE AVE GREEN BAY WI 54301-3620	945 S MONROE AVE PLAT OF ASTOR W 162 FT OF L OT 9 & S 15 FT OF LOT 10 BLK 74			
				50.00 Sq Ft @	12.00 Sq Ft	600.00
			Parcel Total Charges			600.00
DISTRICT 4	16-118-A	DOUGLAS P LANDWEHR, ETAL DOUGLAS P LANDWEHR & NANETTE M NELSON 937 S MONROE AVE GREEN BAY WI 54301-3620	937 S MONROE AVE PLAT OF ASTOR N 1/2 OF LOT 10 BLK 74			
				21.20 Sq Ft @	12.00 Sq Ft	254.40
			Parcel Total Charges			254.40
DISTRICT 4	16-209	OLSEN ARTHUR E III & MARY C K REVOCABLE TRUST 1109 S QUINCY ST GREEN BAY WI 54301-3211	1109 S QUINCY ST PLAT OF ASTOR LOT 15 BLK 79			
				29.10 Sq Ft @	14.00 Sq Ft	407.40
				50.40 Sq Ft @	12.00 Sq Ft	604.80
			Parcel Total Charges			1012.20

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	16-214	SARASWATHI & BRENT KING	1204 S JACKSON ST PLAT OF ASTOR LOT 2 BLK 80			
4		1206 S JACKSON ST GREEN BAY WI 54301				
				48.60 Sq Ft @	12.00 Sq Ft	583.20
			Parcel Total Charges			583.20
DISTRICT	16-95	BELA R & FRANCES S BALLO	628 EMILIE ST PLAT OF ASTOR LOTS 1 & 2 BLK 72 EXC THE WEST 75 FT			
4		628 EMILIE ST GREEN BAY WI 54301-3217				
				18.00 Sq Ft @	12.00 Sq Ft	216.00
			Parcel Total Charges			216.00
DISTRICT	17-106	TANA KOSS, ETAL	813 S CLAY ST PLAT OF ASTOR S 60 FT OF N 180 FT OF LOTS 13 & 14 BLK 110			
4		813 S CLAY ST GREEN BAY WI 54301-3417				
				26.50 Sq Ft @	12.00 Sq Ft	318.00
			Parcel Total Charges			318.00
DISTRICT	17-176	CHRISTINE M NEIDLEIN	1103 S CLAY ST PLAT OF ASTOR N 1/2 OF LOT 14 EX S 10.19 FT THEREOF BLK 112			
4		203 GREEN BRIAR AV STEVENS POINT WI 54481				
				197.70 Sq Ft @	12.00 Sq Ft	2372.40
			Parcel Total Charges			2372.40
DISTRICT	17-177	CAROL L VANSKYOC CAROL L VAN SCYOC 1115 S CLAY ST GREEN BAY WI 54301-3125	1115 S CLAY ST PLAT OF ASTOR N 65 FT OF S 1/2 OF LOTS 13 & 14 & S 10.19 FT OF N 1/2 OF LOT 14 BLK 112			
4				79.50 Sq Ft @	14.00 Sq Ft	1113.00
				172.30 Sq Ft @	12.00 Sq Ft	2067.60
			Parcel Total Charges			3180.60
DISTRICT	21-1111-P-31	BETTY J & JEFFREY J HEIM	1694 DEBRA LN STONES ADDITION LOT 2 BLK 3			
4		1694 DEBRA LN GREEN BAY WI 54302-2245				
				21.50 Sq Ft @	14.00 Sq Ft	301.00
				56.00 Sq Ft @	12.00 Sq Ft	672.00
			Parcel Total Charges			973.00
DISTRICT	21-2542-K-6	WOLF FERN E REVOCABLE TRUST FERN E WOLF 1723 LILAC LN GREEN BAY WI 54302-2315	1723 LILAC LN SILVER SPRING SUB LOT 6			
4				23.00 Sq Ft @	14.00 Sq Ft	322.00
				137.00 Sq Ft @	12.00 Sq Ft	1644.00
			Parcel Total Charges			1966.00
DISTRICT	21-460-2-6	ANN & PATRICK SMITH	1646 FIESTA LN ASTORS SUB OF N 1/2 OF PC 9 E E 68 FT OF W 427 FT OF N 124 FT OF THAT PRT OF LOT 2 LYG E OF BELLEVUE ST & S OF FIESTA LANE .19A			
4		1646 FIESTA LN GREEN BAY WI 54302-2222				
				2.50 Sq Ft @	12.00 Sq Ft	30.00
				49.50 Sq Ft @	14.00 Sq Ft	693.00
			Parcel Total Charges			723.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 4	8-642	ANTHONY LEON & ALICIA YESENIA MARIN LEON 1598 EDISON ST GREEN BAY WI 54302	1598 EDISON ST HOWARD ADDN LOT 7 BLK 3			
				58.50 Sq Ft @	14.00 Sq Ft	819.00
				68.50 Sq Ft @	12.00 Sq Ft	822.00
				Parcel Total Charges		1641.00
DISTRICT 5	21-1124	MOUA INVESTMENTS LLC 1117 W MASON ST GREEN BAY WI 54304	108 JOAN AVE SUNRISE ADDN LOT 13			
				102.50 Sq Ft @	12.00 Sq Ft	1230.00
				Parcel Total Charges		1230.00
DISTRICT 5	21-1200	GREEN BAY DRESSED BEEF LLC ATTN CONTROLLER PO BOX 8547 GREEN BAY WI 54308-8547	544 ACME ST LOT 1 OF CSM 9224 IN 2922570 BNG LOTS 1 & 8-21 & PRT OF LOTS 2, 6, 7, 22, 23 & 24 & PRT OF VAC ACME ST HAEVER'S 2ND SUBD & PRT OF LOTS 85 -89 NEWBERRY'S ADD SUBD NO 1 & PRT OF VAC LAWRENCE ST & PRT OF NE SW & NW SE & PRT OF SW NE SEC 32-24-21			
				55.00 Sq Ft @	12.00 Sq Ft	660.00
				92.80 Sq Ft @	15.50 Sq Ft	1438.40
				118.40 Sq Ft @	15.50 Sq Ft	1835.20
				160.50 Sq Ft @	15.50 Sq Ft	2487.75
				163.80 Sq Ft @	12.00 Sq Ft	1965.60
				517.60 Sq Ft @	12.00 Sq Ft	6211.20
				Parcel Total Charges		14598.15
DISTRICT 5	21-1201	SUZANNE J & NORBERT GORAL ATTN GREEN BAY GEAR WORKS 1717 MORROW ST GREEN BAY WI 54302-2607	1717 MORROW ST LOT 1 OF CSM 9012 IN 2850296 BNG PRT OF NE1/4 SW1/4 SEC 32 T24N R21E			
				51.60 Sq Ft @	12.00 Sq Ft	619.20
				Parcel Total Charges		619.20
DISTRICT 5	21-1202-2	AMERICOLD REAL ESTATE LP ATTN S TOWER, STE 600 10 GLENLAKE PKWY ATLANTA GA 30328	1725 MORROW ST PART OF NE1/4 SW1/4 SEC 32 T24N R21E DESC AS PARCEL II IN J16414-35			
				43.60 Sq Ft @	12.00 Sq Ft	523.20
				Parcel Total Charges		523.20
DISTRICT 5	21-1202-3	GREEN BAY DRESSED BEEF LLC ATTN CONTROLLER PO BOX 8547 GREEN BAY WI 54308-8547	1751 MORROW ST THAT PART NE1/4 SW1/4 & NW1/4 SE1/4 SEC 32 T24N R21E AS DESC IN 326 D 133 & IN 825 R 593 & IN 912 R 569 & ALSO PART OF LOTS 87 & 88 OF NEWBERRYS SUBD #1 AS DESC IN 275 D 518 & IN 277 D 120 EX 910 R 437 & ALSO VAC ST ADJ			
				3.40 Ton @	18.00 Ton	61.20
				3.60 CY @	30.00 CY	108.00
				16.70 Sq Ft @	12.00 Sq Ft	200.40
				24.80 Sq Ft @	12.00 Sq Ft	297.60
				29.50 Sq Ft @	12.00 Sq Ft	354.00
				31.30 Ln Ft @	119.00 Ln Ft	3724.70
				68.80 Sq Ft @	13.00 Sq Ft	894.40

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
				106.50 Sq Ft @	12.00 Sq Ft	1278.00
				204.40 Sq Ft @	15.50 Sq Ft	3168.20
				227.90 Sq Ft @	12.00 Sq Ft	2734.80
				333.90 Sq Ft @	12.00 Sq Ft	4006.80
			Parcel Total Charges			16828.10
DISTRICT	21-1216-2	FROMAGE SPA LLC	430 N HENRY ST			
5		1325 N SUMMER RANGE RD DE PERE WI 54115	PRT N 1/2 NW 1/4 SE 1/4 S32 T24N R21E COM SW COR S 89 DEG 49 MIN 10 SEC E 58.42 F T TO E LINE HENRY ST NLY 211.15 FT TO BEG CONT N 240.65 FT TO RR SELY ALG RR 236.72 FT S 139.18 FT W 215.2 FT TO BEG EX 910 R 357			
				98.00 Sq Ft @	12.00 Sq Ft	1176.00
				319.60 Sq Ft @	12.00 Sq Ft	3835.20
			Parcel Total Charges			5011.20
DISTRICT	21-1218-3	PARKWAY LANDINGS ESSENTIAL HOUSING LLC	321 HIGHLAND PARK AVE			
5		2 COOPER ST FL 14 CAMDEN NJ 08102	PRT OF NW1/4 SE1/4 & PRT OF NE1/4 SE1/4 SEC 32 T24N R21E DESC IN J10208-1 & LYG W OF J17481-24 & PRT IN 2083734			
				30.00 Sq Ft @	12.00 Sq Ft	360.00
			Parcel Total Charges			360.00
DISTRICT	21-1222	226 BORNEMANN LLC	226 BORNEMANN ST			
5		5500 N BAILEY AVE #1143 BUFFALO NY 14226	PCL A OF 3 CSM 235 MAP 823 IN 704958 & S 211.25 FT OF E 202.32 FT ADJ WLY OF SMITH BROS PLAT & SMITH BROS PLAT LOTS 1 THRU 12 BLK 3 ALL BNG PRT OF SW 1/4 SE 1/4 SEC 32 T24N R21E EX RDS			
				25.50 Sq Ft @	12.00 Sq Ft	306.00
				56.00 Sq Ft @	12.00 Sq Ft	672.00
				118.00 Sq Ft @	14.00 Sq Ft	1652.00
			Parcel Total Charges			2630.00
DISTRICT	21-1224-1	EAST SIDE MUNICIPAL GARGAGE	130 N HENRY ST			
5		100 N JEFFERSON GREEN BAY WI 54301	LOT 2 OF 37 CSM 46 MAP 5607 IN 1599046 BNG PRT OF SW1/4 SE1/4 SEC 32 T24N R21E EX 1676180			
				37.00 Sq Ft @	15.50 Sq Ft	573.50
				50.00 Sq Ft @	12.00 Sq Ft	600.00
			Parcel Total Charges			1173.50
DISTRICT	21-1226	WISCONSIN PUBLIC SERVICE CORP ATTN: REAL ESTATE WISCONSIN PUBLIC SERVICE PO BOX 19001 GREEN BAY WI 54307-9001	2100 MORROW ST THOSE PRTS OF SE1/4 SE1/4 SEC 32 T24N R21E DESC IN 226 D 213 & J12604-32 EX J21559-38 & EX PRT OF 226 D 213 LYG W OF HIGHLAND PARK AVE			
				270.00 Sq Ft @	12.00 Sq Ft	3240.00
			Parcel Total Charges			3240.00
DISTRICT	21-1226-2	DIANE H OMDAHL	251 N DANZ AVE			
5		251 N DANZ AVE GREEN BAY WI 54302-3547	S 93.5 FT OF N 248.5 FT OF E 320 FT OF SE1/4 SE1/4 SEC 32 T24N R21E EX ST			
				47.00 Sq Ft @	12.00 Sq Ft	564.00
			Parcel Total Charges			564.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	21-1229-2	TAMMY J & TREVOR L LARENE	241 N DANZ AVE			
5		241 N DANZ AVE GREEN BAY WI 54302-3547	PRT OF N 1/2 OF SE1/4 SE1/4 SEC 32 T24N R21E DESC AS PCL A OF 2 CSM 53 & PRT DESC IN 765 R 248 & PRT DESC IN J3027-12			
				25.00 Sq Ft @	12.00 Sq Ft	300.00
			Parcel Total Charges			300.00
DISTRICT	21-1256	EMILY E EVENSON	108 N DANZ AVE			
5		108 N DANZ AVE GREEN BAY WI 54302-3522	S 181.71 FT OF W 129.46 FT SW 1/4 SW 1/4 S33 T24N R21E EX RDS			
				50.00 Sq Ft @	14.00 Sq Ft	700.00
				168.00 Sq Ft @	12.00 Sq Ft	2016.00
			Parcel Total Charges			2716.00
DISTRICT	21-1384	MA & ANTONIO AGUILAR MURILLO	560 N HENRY ST			
5		1831 VAN DEUREN ST GREEN BAY WI 54302	PLAT OF BASTEN & VAN DEURENS SUBD LOT 1			
				181.50 Sq Ft @	12.00 Sq Ft	2178.00
			Parcel Total Charges			2178.00
DISTRICT	21-1385	MARIA & ANTONIO SOTO	556 N HENRY ST			
5		556 N HENRY ST GREEN BAY WI 54302	PLAT OF BASTEN & VAN DEUREN S SUBD LOT 2			
				78.00 Sq Ft @	12.00 Sq Ft	936.00
			Parcel Total Charges			936.00
DISTRICT	21-1387	CAL HERLACHE	546 N HENRY ST			
5		546 N HENRY ST GREEN BAY WI 54302	PLAT OF BASTEN & VAN DEUREN'S SUBD LOT 4			
				12.50 Sq Ft @	14.00 Sq Ft	175.00
				49.50 Sq Ft @	12.00 Sq Ft	594.00
			Parcel Total Charges			769.00
DISTRICT	21-1388	FARRAH L ALDERMAN	540 N HENRY ST			
5		540 N HENRY ST GREEN BAY WI 54302	PLAT OF BASTEN & VAN DEUREN'S SUBD LOT 5			
				24.50 Sq Ft @	14.00 Sq Ft	343.00
			Parcel Total Charges			343.00
DISTRICT	21-1389	TRACY A PIPER	536 N HENRY ST			
5		536 N HENRY ST GREEN BAY WI 54302-1841	PLAT OF BASTEN & VAN DEUREN S SUBD LOT 6			
				136.20 Sq Ft @	12.00 Sq Ft	1634.40
			Parcel Total Charges			1634.40
DISTRICT	21-1390	ADRIAN GUTIERREZ REYES	530 N HENRY ST			
5		530 N HENRY ST GREEN BAY WI 54302-1841	PLAT OF BASTEN & VAN DEUREN S SUBD LOT 7			
				22.40 Sq Ft @	12.00 Sq Ft	268.80
				23.50 Sq Ft @	14.00 Sq Ft	329.00
			Parcel Total Charges			597.80

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 5	21-1391	JEFFREY J GAY, ETAL JEFFREY J GAY & MARY CORNELL 526 HENRY ST GREEN BAY WI 54302	526 N HENRY ST PLAT OF BASTEN & VAN DEUREN S SUBD LOT 8			
				12.30 Sq Ft @	14.00 Sq Ft	172.20
				24.50 Sq Ft @	12.00 Sq Ft	294.00
				Parcel Total Charges		466.20
DISTRICT 5	21-1392	BETH ANNE & DANNY PANELLA 520 N HENRY ST GREEN BAY WI 54302	520 N HENRY ST PLAT OF BASTEN & VAN DEUREN'S SUBD LOT 9			
				46.00 Sq Ft @	12.00 Sq Ft	552.00
				Parcel Total Charges		552.00
DISTRICT 5	21-1393	LORI A WARD 516 N HENRY ST GREEN BAY WI 54302-1841	516 N HENRY ST PLAT OF BASTEN & VAN DEUREN S SUBD LOT 10			
				9.10 Sq Ft @	12.00 Sq Ft	109.20
				29.50 Sq Ft @	12.00 Sq Ft	354.00
				Parcel Total Charges		463.20
DISTRICT 5	21-1394	GREEN BAY DRESSED BEEF LLC ATTN CONTROLLER PO BOX 8547 GREEN BAY WI 54308-8547	510 N HENRY ST LOTS 1 & 2 OF 9 CSM 411 & THAT PRT OF LOT 12 IN BASTEN & VAN DEURENS SUBD AS DES IN J8301-5			
				29.80 Sq Ft @	14.00 Sq Ft	417.20
				229.90 Sq Ft @	12.00 Sq Ft	2758.80
				Parcel Total Charges		3176.00
DISTRICT 5	21-1715	KENNETH L & JILL A DEBAUCHE, ETAL 110 BADER ST GREEN BAY WI 54302-3419	110 BADER ST C H GREILINGS SUBD LOT 1 EX PRT DESC IN 1046 R 383 BCR BLK 1			
				17.50 Sq Ft @	12.00 Sq Ft	210.00
				Parcel Total Charges		210.00
DISTRICT 5	21-1733	SILVANO ROBLES SANCHEZ 148 BADER ST GREEN BAY WI 54302-3419	148 BADER ST C H GREILINGS SUBD LOT 19 & NLY 6 FT OF LOT 18 & S 12.5 FT OF LOT 20 BLK 1			
				25.00 Sq Ft @	12.00 Sq Ft	300.00
				Parcel Total Charges		300.00
DISTRICT 5	21-1736	RYAN P RODE 134 BADER ST GREEN BAY WI 54302-3419	134 BADER ST C H GREILINGS SUBD LOT 22 & NLY 18.5 FT OF LOT 21 BLK 1			
				50.50 Sq Ft @	12.00 Sq Ft	606.00
				Parcel Total Charges		606.00
DISTRICT 5	21-1783	JUDY & CLAY M LANGENBERG CLAY M LANGENBERG 214 BADER ST GREEN BAY WI 54302	214 BADER ST C H GREILINGS SUBD LOTS 2 & 3 BLK 4			
				101.50 Sq Ft @	12.00 Sq Ft	1218.00
				Parcel Total Charges		1218.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 5	21-1788	LORRI A LAPRATT	236 BADER ST C H GREILINGS SUBD LOT 7 BL K 4			
		236 BADER ST GREEN BAY WI 54302-3421				
				25.00 Sq Ft @	12.00 Sq Ft	300.00
			Parcel Total Charges			300.00
DISTRICT 5	21-1790	DANIEL T & DANIEL FRASER	244 BADER ST C H GREILINGS SUBD LOT 9 BLK 4			
		244 BADER ST GREEN BAY WI 54302				
				25.00 Sq Ft @	14.00 Sq Ft	350.00
				72.50 Sq Ft @	12.00 Sq Ft	870.00
			Parcel Total Charges			1220.00
DISTRICT 5	21-1791	JORGE L VALDIVIA GODINEZ, ETAL	248 BADER ST C H GREILINGS SUBD LOT 10 B LK 4			
		248 BADER ST GREEN BAY WI 54302-3421				
				25.00 Sq Ft @	12.00 Sq Ft	300.00
			Parcel Total Charges			300.00
DISTRICT 5	21-1792	JOHN J GOGOS C/O US BANK; JOHN GOGOS GUARDIANSHIP PO BOX 64142 ST PAUL MN 55164-9366	256 BADER ST C H GREILINGS SUBD LOT 11 BLK 4			
				75.00 Sq Ft @	12.00 Sq Ft	900.00
			Parcel Total Charges			900.00
DISTRICT 5	21-1793	COURTNEY & OLIVERAS CANTU	249 LAU ST C H GREILINGS SUBD LOTS 12 & 13 & S 8 FT OF LOT 14 EXC E 50 FT THEREOF BLK 4			
		249 LAU ST GREEN BAY WI 54302				
				58.80 Sq Ft @	12.00 Sq Ft	705.60
			Parcel Total Charges			705.60
DISTRICT 5	21-1794	YESENIA G & ARTURO RODRIGUEZ GOMEZ	2041 NEWBERRY AVE C H GREILINGS SUBD E 50 FT OF LOTS 12 & 13 & E 50 FT OF S 8 FT OF LOT 14 BLK 4			
		2041 NEWBERRY AVE GREEN BAY WI 54302				
				117.00 Sq Ft @	12.00 Sq Ft	1404.00
			Parcel Total Charges			1404.00
DISTRICT 5	21-1813	MICHAEL J TRAEGER	250 LAU ST LOT 1 OF 7 CSM 137 BNG PRT OF LOTS 9 10 & 11 BLK 5 C H GREILINGS SUBD			
		250 LAU ST GREEN BAY WI 54302-3448				
				114.70 Sq Ft @	12.00 Sq Ft	1376.40
			Parcel Total Charges			1376.40
DISTRICT 5	21-1814	RAELYNN J WINGERT	2025 NEWBERRY AVE LOT 2 OF 7 CSM 137 BNG PRT OF LOTS 9 10 & 11 BLK 5 C H GREILINGS SUBD			
		2025 NEWBERRY AVE GREEN BAY WI 54302-3303				
				71.10 Sq Ft @	12.00 Sq Ft	853.20
			Parcel Total Charges			853.20

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	21-1815-1	ALMA R & MEDEL LAMA RIVAS	257 JACOB ST			
5		257 JACOB ST GREEN BAY WI 54302	C H GREILINGS SUBD W 115 FT OF LOT 12 & W 115 FT OF S 10 FT OF LOT 13 BLK 5			
				24.50 Sq Ft @	12.00 Sq Ft	294.00
			Parcel Total Charges			294.00
DISTRICT	21-1816	PATRICIA BLOCH	249 JACOB ST			
5		249 JACOB ST GREEN BAY WI 54302-3443	C H GREILINGS SUBD NLY 39 F T OF LOT 13 & SLY 21 FT OF LOT 14 & THE E 15 FT OF S 10 FT OF LOT 13 & E 15 FT OF LOT 12 BLK 5			
				25.00 Sq Ft @	14.00 Sq Ft	350.00
			Parcel Total Charges			350.00
DISTRICT	21-1836	DOROTHY F & CHARLES C DOLCH	256 JACOB ST			
5		256 JACOB ST GREEN BAY WI 54302-3444	C H GREILINGS SUBD LOT 11 & SLY 10 FT OF LOT 10 BLK 6			
				36.80 Sq Ft @	14.00 Sq Ft	515.20
				122.50 Sq Ft @	12.00 Sq Ft	1470.00
			Parcel Total Charges			1985.20
DISTRICT	21-1837	SALVADOR MORENOVERA	1959 OAKDALE AVE			
5		SALVADOR MORENO VERA 1959 OAKDALE AVE GREEN BAY WI 54302	GREILING REALTY COS PLAT OF OAKDALE S 110 FT OF LOTS 1 & 2 EX E 50.3 FT OF LOT 1 & EX W 45 FT OF LOT 2			
				24.40 Sq Ft @	12.00 Sq Ft	292.80
			Parcel Total Charges			292.80
DISTRICT	21-1837-1	KIM COR PROPERTIES LLC	304 JACOB ST			
5		1216 11TH AV GREEN BAY WI 54304	GREILING REALTY COS PLAT OF OAKDALE N 85 FT OF LOTS 1 & 2 EXC ST			
				52.50 Sq Ft @	12.00 Sq Ft	630.00
			Parcel Total Charges			630.00
DISTRICT	21-1837-5	TEDFORD PROPERTIES 2 LLC	1957 OAKDALE AVE			
5		5044 REDBUD CT GREEN BAY WI 54311-4301	GREILING REALTY COS PLAT OF OAKDALE W 45 FT OF S 110 FT OF LOT 2			
				23.00 Sq Ft @	12.00 Sq Ft	276.00
			Parcel Total Charges			276.00
DISTRICT	21-1839	ROSA M & MANUEL AYALA	1949 OAKDALE AVE			
5		1949 OAKDALE AVE GREEN BAY WI 54302-3353	GREILING REALTY COS PLAT OF OAKDALE LOT 4 EX N 30 FT USED FOR ST & EX S 120 FT O F N 150 FT			
				20.00 Sq Ft @	12.00 Sq Ft	240.00
			Parcel Total Charges			240.00
DISTRICT	21-1840	KENNETH J DAMP	1952 NEWBERRY AVE			
5		1952 NEWBERRY AVE GREEN BAY WI 54302-3361	GREILING REALTY COS PLAT OF OAKDALE S 120 FT OF N 150 FT OF LOTS 3 & 4 EX W 55 FT			
				51.50 Sq Ft @	12.00 Sq Ft	618.00
			Parcel Total Charges			618.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	21-1840-1	JUANITA M & MARK A HURLBUT	1948 NEWBERRY AVE GREILING REALTY COS PLAT OF OAKDALE W 55 FT OF N 120 FT OF LOT 4 LYG S OF NEWBER RY AVE			
5		1948 NEWBERRY AVE GREEN BAY WI 54302-3361		23.50 Sq Ft @	14.00 Sq Ft	329.00
				47.50 Sq Ft @	12.00 Sq Ft	570.00
			Parcel Total Charges			899.00
DISTRICT	21-1841	ANGELA DEROUIN	1943 OAKDALE AVE GREILING REALTY COS PLAT OF OAKDALE LOT 5 EX N 30 FT USED FOR ST & EX S 135 FT OF N 165 FT			
5		1943 OAKDALE AVE GREEN BAY WI 54302		77.60 Sq Ft @	12.00 Sq Ft	931.20
			Parcel Total Charges			931.20
DISTRICT	21-1841-1	MARAH & JORDAN BOTBYL	1940 NEWBERRY AVE GREILING REALTY COS PLAT OF OAKDALE S 135 FT OF N 165 FT OF LOT 5			
5		1940 NEWBERRY AVE GREEN BAY WI 54302		24.00 Sq Ft @	12.00 Sq Ft	288.00
				75.50 Sq Ft @	14.00 Sq Ft	1057.00
			Parcel Total Charges			1345.00
DISTRICT	21-1842	JOSE JUAN MARTINEZ	1938 NEWBERRY AVE GREILING REALTY COS PLAT OF OAKDALE LOT 6 EX S 155 FT ALSO EX N 30 FT USED FOR ST			
5		1938 NEWBERRY AVE GREEN BAY WI 54302-3361		49.00 Sq Ft @	14.00 Sq Ft	686.00
			Parcel Total Charges			686.00
DISTRICT	21-1842-1	JOSE ALBERTOROMEROARELLANO JOSE ALBERTO ROMERO ARELLANO 1937 OAKDALE AVE GREEN BAY WI 54302-3353	1937 OAKDALE AVE GREILING REALTY COS PLAT OF OAKDALE S 155 FT OF LOT 6			
5				39.20 Sq Ft @	14.00 Sq Ft	548.80
				40.30 Sq Ft @	12.00 Sq Ft	483.60
			Parcel Total Charges			1032.40
DISTRICT	21-1843	JOSE ANTONIO NAVARRO LOPEZ	1933 OAKDALE AVE GREILING REALTY COS PLAT OF OAKDALE LOT 7 EXC NLY 150 FT			
5		1933 OAKDALE AVE GREEN BAY WI 54302-3315		27.00 Sq Ft @	14.00 Sq Ft	378.00
				133.60 Sq Ft @	12.00 Sq Ft	1603.20
			Parcel Total Charges			1981.20
DISTRICT	21-1843-1	COLETTE D KEIR	305 HUTH ST GREILING REALTY COS PLAT OF OAKDALE NLY 150 FT OF LOT 7 EX N 30 FT USED FOR ST			
5		305 HUTH ST GREEN BAY WI 54302		80.90 Sq Ft @	12.00 Sq Ft	970.80
			Parcel Total Charges			970.80
DISTRICT	21-2005-1	CTM INVESTMENTS LLC CTM INVESTMENTS LLC 588 MUSTANG LN FOND DU LAC WI 54935	1621 MAIN ST HAGEMEISTER BREWING SITE THAT PRT OF SAID SITE A/K/A SW1/4 SEC 32 T24N R21E AS DESC IN 15 LC 171 EX 16 CSM 393 & EX 1692133 FOR ST & EX 1897315 & EX 1897316			
5				586.20 Sq Ft @	12.00 Sq Ft	7034.40

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 5	21-2005-2	KAH II LLC 2500 LEHIGH AVE GLENVIEW IL 60026	1641 MAIN ST LOT 1 OF 44 CSM 237 MAP 6649 IN 1932535 BNG PRT OF SE1/4 SW1/4 & BNG PRT OF SW1/4 SW1/4 SEC 32 T24N R21E	816.70 Sq Ft @	15.50 Sq Ft	12658.85
				Parcel Total Charges		19693.25
				100.00 Sq Ft @	12.00 Sq Ft	1200.00
DISTRICT 5	21-2006	JAUQUET RENTALS LLC 1613 MAIN ST GREEN BAY WI 54302	1617 MAIN ST HAGEMEISTER BREWING SITE THAT PART OF SW1/4 SEC 32 T24N R21E DESC IN 643 R 24 EX ST IN 1692133	Parcel Total Charges		1200.00
				212.20 Sq Ft @	12.00 Sq Ft	2546.40
				672.50 Sq Ft @	15.50 Sq Ft	10423.75
DISTRICT 5	21-2007	JAUQUET LAND LLC 1613 MAIN ST GREEN BAY WI 54302-2626	1613 MAIN ST HAGEMEISTER BREWING SITE SEC 32 T24N R21E PART OF SW1/4 DESC IN 768 R 405 EX ST IN 1734096	Parcel Total Charges		12970.15
				85.00 Sq Ft @	12.00 Sq Ft	1020.00
				247.50 Sq Ft @	15.50 Sq Ft	3836.25
DISTRICT 5	21-2009	MCDONALDS CORP C/O MC DONALDS REST; ROMAINE W SCHANOCK 1728 INDUSTRIAL DR GREEN BAY WI 54302-2106	1609 MAIN ST LOT 1 OF 48 CSM 256 BNG PRT OF SW1/4 SW1/4 SEC 32 T24N R21E	Parcel Total Charges		4856.25
				32.80 Sq Ft @	12.00 Sq Ft	393.60
				266.60 Sq Ft @	12.00 Sq Ft	3199.20
DISTRICT 5	21-2010	SCHREIBER FOODS INC SCHREIBER FOODS INC ATTN TAX DEPARTMENT PO BOX 19010 GREEN BAY WI 54307-9010	1695 MILLS ST HAGEMEISTER BREWING SITE IN SEC 32 T24N R21E DESC IN J26030-17 & 1639305	267.90 Sq Ft @	15.50 Sq Ft	4152.45
				Parcel Total Charges		7745.25
				244.10 Sq Ft @	15.50 Sq Ft	3783.55
DISTRICT 5	21-2013	GREEN BAY DRESSED BEEF LLC 544 ACME ST GREEN BAY WI 54302-1807	1652 UNIVERSITY AVE HAEVERS 2ND SUBD LOT 3 EX J05221- 19 FOR ST & EX J24996-08 FOR ST	310.80 Sq Ft @	12.00 Sq Ft	3729.60
				Parcel Total Charges		7513.15
				89.00 Sq Ft @	12.00 Sq Ft	1068.00
DISTRICT 5	21-2090-1	MELANIE ABUNDIZ 212 N DANZ AVE GREEN BAY WI 54302-3524	212 N DANZ AVE HUMMEL SUBD #1 LOT 2 BLK 1	Parcel Total Charges		1068.00
				23.00 Sq Ft @	12.00 Sq Ft	276.00
				Parcel Total Charges		276.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	21-2226-1	VISMAAD INC	1970 UNIVERSITY AVE			
5		1970 UNIVERSITY AVE GREEN BAY WI 54302	PRT OF LOT 78 NEWBERRY'S ADDN SUBD NO 1 DESC IN 2145792			
				50.00 Sq Ft @	12.00 Sq Ft	600.00
				63.20 Sq Ft @	12.00 Sq Ft	758.40
				75.50 Sq Ft @	14.00 Sq Ft	1057.00
			Parcel Total Charges			2415.40
DISTRICT	21-2229	MICHAEL J YOUNKLE, ETAL	1938 UNIVERSITY AVE			
5		MICHAEL J YOUNKLE 1938 UNIVERSITY AV GREEN BAY WI 54302	NEWBERRYS ADDN SUBD #1 ELY 1/5 OF ENTIRE FRONTAGE OF N 210 FT OF LOTS 80 & 81			
				175.00 Sq Ft @	12.00 Sq Ft	2100.00
			Parcel Total Charges			2100.00
DISTRICT	21-2243	DEHN PROPERTIES LLC	1766 UNIVERSITY AVE			
5		703 SUNSET BEACH RD SUAMICO WI 54173	NEWBERRYS ADDN SUBD #1 PRT OF LOT 85 AS DES IN 347 D 153 EX THE WLY 50 FT THEREO F & EX 902 R 534 & N 50.8 FT OF S 812.8 FT OF E 144.3 FT OF LOT 85 A/K/A PCL 4 IN 192 D 526			
				35.20 Sq Ft @	15.50 Sq Ft	545.60
				133.20 Sq Ft @	12.00 Sq Ft	1598.40
				142.30 Sq Ft @	12.00 Sq Ft	1707.60
			Parcel Total Charges			3851.60
DISTRICT	21-2267	RUBEN P RODRIGUEZ	1638 UNIVERSITY AVE			
5		1638 UNIVERSITY AV GREEN BAY WI 54302-1831	NEWBERRYS ADDN SUBD #1 E 100 FT OF N 160 FT OF LOT 89 & LOTS 4 & 5 HAEVER 2ND SUBD EX J24791-11 FOR ST			
				83.20 Sq Ft @	14.00 Sq Ft	1164.80
				271.80 Sq Ft @	12.00 Sq Ft	3261.60
			Parcel Total Charges			4426.40
DISTRICT	21-2270	GREEN BAY DRESSED BEEF LLC	1620 UNIVERSITY AVE			
5		544 ACME ST GREEN BAY WI 54302-1807	NEWBERRYS ADDN SUBD #1 THAT PRT OF LOTS 89 & 90 LYG N & E OF RR EX N 160 FT OF E 200 FT OF LOT 89 & EX N 92 FT OF W 125 FT OF LOT 90 & EXC 20 FT STRIP DESC IN 345 D 434 & EX 359 D 563			
				136.00 Sq Ft @	12.00 Sq Ft	1632.00
			Parcel Total Charges			1632.00
DISTRICT	21-2270-2	GREEN BAY DRESSED BEEF LLC	1608 UNIVERSITY AVE			
5		544 ACME ST GREEN BAY WI 54302-1807	NEWBERRYS ADDN SUBD #1 N 92 FT OF W 125 FT OF LOT 90 EXC 76 J 305-1			
				57.80 Sq Ft @	15.50 Sq Ft	895.90
				329.60 Sq Ft @	12.00 Sq Ft	3955.20
			Parcel Total Charges			4851.10
DISTRICT	21-2273	GREAT NORTHERN INVESTMENTS	2204 UNIVERSITY AVE			
5		OF U D GREEN BAY INC WALGREEN CO REAL ESTATE PROPERTY TAX PO BOX 1159 DEERFIELD IL 60015	NEJEDLO & ZILLES SUBD OF LOTS 69,70,71 & 72 PLAT OF NEWBERRY'S SUBD #1 PART OF LOT A AS DESC IN J22401-19			
				28.50 Sq Ft @	12.00 Sq Ft	342.00
				140.00 Sq Ft @	12.00 Sq Ft	1680.00
				235.30 Sq Ft @	15.50 Sq Ft	3647.15

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 5	21-2274	ETD DEVELOPMENT LLC 111 W 39TH VANCOUVER WA 98660	2226 UNIVERSITY AVE NEWBERRY'S ADDN #1 THAT PRT OF LOT A SUBD OF LOTS 69-72 DESC AS "TOTAL PARCEL" IN J25054-36 ALSO BNG PART OF LOT 1 OF 14 CSM 19	317.40 Sq Ft @	12.00 Sq Ft	3808.80
				Parcel Total Charges		9477.95
				207.00 Sq Ft @	15.50 Sq Ft	3208.50
				450.60 Sq Ft @	12.00 Sq Ft	5407.20
				Parcel Total Charges		8615.70
DISTRICT 5	21-2275	ASSOCIATED BANK GREEN BAY NATIONAL ASSN ASSOCIATED BANK LEASING REAL EST MS 8227 433 MAIN ST GREEN BAY WI 54301-5114	2302 UNIVERSITY AVE SUBD OF LOTS 69,70,71 & 72 OF NEWBERRYS ADDN SUBD #1 THAT PART OF LOT B AS DESC IN J18815-22 & J18948-35 & NEWBERRY'S ADDN #1 W 80 FT OF NLV 272 FT OF LOT 68 EX 2696073 & EX R/W IN J3615-03	82.00 Sq Ft @	12.00 Sq Ft	984.00
				397.70 Sq Ft @	15.50 Sq Ft	6164.35
				Parcel Total Charges		7148.35
				153.00 Sq Ft @	12.00 Sq Ft	1836.00
				264.30 Sq Ft @	15.50 Sq Ft	4096.65
DISTRICT 5	21-2284-3-1	GREEN BAY MULTIFAMILY LLC 1172 ATRIUM CT DE PERE WI 54115	125 BADER ST NEWBERRY SUBD #2 LOT "A" & N 60 FT OF LOT "B" OF 1 CSM 283 MAP 172 IN 578584 BNG A PART OF LOT 2	Parcel Total Charges		5932.65
				43.50 Sq Ft @	14.00 Sq Ft	609.00
				Parcel Total Charges		609.00
				29.00 Sq Ft @	14.00 Sq Ft	406.00
				48.00 Sq Ft @	12.00 Sq Ft	576.00
DISTRICT 5	21-2284-4	LOUIS & ROD SCHROEDER 119 BADER ST GREEN BAY WI 54302	119 BADER ST THAT PRT OF LOT 2 OF NEWBERRYS ADDN SUBD #2 DESC IN 1021 R 408 EX RD	Parcel Total Charges		982.00
				23.00 Sq Ft @	14.00 Sq Ft	322.00
				Parcel Total Charges		322.00
				Parcel Total Charges		982.00
				Parcel Total Charges		982.00
DISTRICT 5	21-2284-5	GREEN BAY MULTIFAMILY LLC 1172 ATRIUM CT DE PERE WI 54115	141 BADER ST NEWBERRYS SUBD #2 SLY 15 FT OF PCL "B" & ALL OF PCL "C" & PCL "D" IN 1 CSM 283 MAP 172 IN 578584 & PRT OF LOT 2 DESC IN 718 R 628	Parcel Total Charges		982.00
				23.00 Sq Ft @	14.00 Sq Ft	322.00
				Parcel Total Charges		322.00
				Parcel Total Charges		322.00
				Parcel Total Charges		322.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	21-2286-4	JONATHAN C DEPREZ	119-123 HUTH ST PCL 2 IN 5 CSM 297 MAP 1419 IN			
5		123 HUTH ST GREEN BAY WI 54302	817700			
				56.00 Sq Ft @	12.00 Sq Ft	672.00
			Parcel Total Charges			672.00
DISTRICT	21-2287	WISCONSIN TELEPHONE CO	155 HUTH ST			
5		WISCONSIN TELEPHONE ASST SEC 722 N BROADWAY ST MILWAUKEE WI 53202-4303	NEWBERRY'S SUBD. # 2 PARCEL A IN 3 CSM 147 ALSO 1/2 VAC MELON ST. ADJ EX ST. IN J 1150-15			
				24.00 Sq Ft @	14.00 Sq Ft	336.00
				558.50 Sq Ft @	12.00 Sq Ft	6702.00
			Parcel Total Charges			7038.00
DISTRICT	21-2312-11	JOSEPH W & NICOLE E REED	205 HUTH ST			
5		205 HUTH STREET, UNIT F GREEN BAY WI 54302	ASPEN MANOR CONDOMINIUM UNIT 205-F TOGETHER W/ UNDIVIDED INTEREST IN COMMON ELEMENTS ETC IN J2221-23 INCL ANY AMENDMENTS & ADDENDUMS			
				100.00 Sq Ft @	12.00 Sq Ft	1200.00
				149.00 Sq Ft @	14.00 Sq Ft	2086.00
			Parcel Total Charges			3286.00
DISTRICT	21-2312-3	ANTONIA PONCE PRIETO	1935 NEWBERRY AVE			
5		1935 NEWBERRY AVE GREEN BAY WI 54302	NEWBERRYS SUBD #2 W 62 FT OF E 186 FT OF N 120 FT OF S 125.25 FT OF LOT 20			
				25.50 Sq Ft @	12.00 Sq Ft	306.00
			Parcel Total Charges			306.00
DISTRICT	21-2312-4	RAMON PONCEPONCE, ETAL	255 HUTH ST			
5		RAMON PONCE PONCE & MARIA P & ABEL PONCE 255 HUTH ST GREEN BAY WI 54302-3410	NEWBERRYS SUBD #2 W 119.9 F T OF E 305.9 FT OF N 120 FT OF S 125.25 FT OF LOT 20			
				51.00 Sq Ft @	12.00 Sq Ft	612.00
				142.10 Sq Ft @	12.00 Sq Ft	1705.20
			Parcel Total Charges			2317.20
DISTRICT	21-2312-5	NAH LLC	221 HUTH ST			
5		8828 S OAK PARK DR OAK CREEK WI 53154	NEWBERRYS SUBD #2 THAT PRT OF LOT 20 DESC AS PCL A 2 CSM 55 IN 713 R 259 & PRT OF VAC ST RNG E FROM HUTH & LYG BETWN MELON & NEWBERRY AVES			
				281.80 Sq Ft @	12.00 Sq Ft	3381.60
			Parcel Total Charges			3381.60
DISTRICT	21-2339	SAUNORIS PROPERTIES LLC	2056 NEWBERRY AVE			
5		2800 E ENTERPRISE AVENUE, STE 333 APPLETON WI 54913	OAKDALE 1ST ADDN LOT 1 BLK 1			
				25.00 Sq Ft @	14.00 Sq Ft	350.00
				203.00 Sq Ft @	12.00 Sq Ft	2436.00
			Parcel Total Charges			2786.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	21-2350	BETH A & DANNY PANELLA	305 LAU ST			
5		1212 LOURDES AVE DE PERE WI 54115	OAKDALE 1ST ADDN LOT 12 BLK 1			
				150.00 Sq Ft @	12.00 Sq Ft	1800.00
			Parcel Total Charges			1800.00
DISTRICT	21-2351	ETHAN D REED	304 LAU ST			
5		7061 DUBBIE LN GILLETT WI 54124	OAKDALE 1ST ADDN LOT 1 BLK 2			
				25.00 Sq Ft @	12.00 Sq Ft	300.00
			Parcel Total Charges			300.00
DISTRICT	21-2356	DOUGLAS J RECHNER	322 LAU ST			
5		322 LAU ST GREEN BAY WI 54302-3312	OAKDALE 1ST ADDN LOT 6 BLK 2			
				20.00 Sq Ft @	12.00 Sq Ft	240.00
				69.60 Sq Ft @	12.00 Sq Ft	835.20
			Parcel Total Charges			1075.20
DISTRICT	21-2357	JOSE O & ASHLEY J GONZALEZ	2021 OAKDALE AVE			
5		2021 OAKDALE AVE GREEN BAY WI 54302	OAKDALE 1ST ADDN E 1/2 OF LOTS 7 & 8 ALSO E 1/2 S 1/2 OF LOT 9 BLK 2			
				36.80 Sq Ft @	12.00 Sq Ft	441.60
			Parcel Total Charges			441.60
DISTRICT	21-2358	SHARON A & KENTON A SOQUET	323 JACOB ST			
5		380 ECHO HILL DR GREEN BAY WI 54302	OAKDALE 1ST ADDN W 1/2 OF LOTS 7 & 8 ALSO W 1/2 S 1/2 OF LOT 9 BLK 2			
				20.00 Sq Ft @	12.00 Sq Ft	240.00
			Parcel Total Charges			240.00
DISTRICT	21-2382	LARRY D & GEORGIA M BLATCHFORD REVOCABLE LIVING TRUST	137 OAK GROVE AVE			
5		PO BOX 8701 GREEN BAY WI 54302	OAK GROVE SCHOOL RESERVE LOT 20			
				61.00 Sq Ft @	14.00 Sq Ft	854.00
				104.80 Sq Ft @	12.00 Sq Ft	1257.60
			Parcel Total Charges			2111.60
DISTRICT	21-2580	SABRA HEALTH CARE HOLDINGS III LLC	246 BERGER ST			
5		ATTN HEALTH DIMENSION GROUP; DIMENSIONS LIVING GREEN BAY 12900 WHITEWATER DR STE 201 MINNEAPOLIS MN 55343	LOT 3 OF 46 CSM 330 BNG ALL OF LOTS 8-12 BLK 2 OF SMITH BROS GARDEN ADDN & BNG PRT OF NW1/4 SE1/4 & BNG PRT OF SW1/4 SE1/4 SEC 32 T24N R21E & PRT VAC BERGER ST ADJ IN 2155245 & VAC ST IN 2463126			
				43.50 Sq Ft @	12.00 Sq Ft	522.00
				68.00 Sq Ft @	14.00 Sq Ft	952.00
			Parcel Total Charges			1474.00
DISTRICT	21-2596	KENNETH E JACQUES	115 BERGER ST			
5		115 BERGER ST GREEN BAY WI 54302-3515	SMITH BROS GARDEN ADD LOT 1 BLK 4 EX ST IN J13262-40			
				26.50 Sq Ft @	12.00 Sq Ft	318.00
			Parcel Total Charges			318.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 5	21-2678-1	COLE FD PORTFOLIO II LLC DEPT 300 FDF 28518 500 VOLVO PKWY CHESAPEAKE VA 23320	1960 UNIVERSITY AVE LOT 1 OF 56 CSM 316 BNG ALL OF LOTS 1 & 6 BLK 1 OF SUBD OF LOT 79 IN SUBD #1 NEWBERYS ADDN & BNG PRT OF LOT 78 OF NEWBERRYS ADDN #1			
				92.40 Sq Ft @	12.00 Sq Ft	1108.80
				252.00 Sq Ft @	15.50 Sq Ft	3906.00
				749.00 Sq Ft @	12.00 Sq Ft	8988.00
			Parcel Total Charges			14002.80
DISTRICT 5	21-2678-2	JESSICA & WILLIAM SENN 1564 ST CECELIA CT GREEN BAY WI 54311	1944 UNIVERSITY AVE SUBDIVISION OF LOT 79 IN SUBD #1 IN NEWBERRYS ADDITION LOT 2 BLK 1			
				49.80 Sq Ft @	12.00 Sq Ft	597.60
			Parcel Total Charges			597.60
DISTRICT 5	21-2678-D-6	JAIME R GONZALEZVILLARREAL, ETAL JAIME R GONZALEZ VILLARREAL 241 BADER ST GREEN BAY WI 54302-3420	241 BADER ST SPRING HILL ADD PRT LOTS 6- 7-8 COM NW COR LOT 6 SLY ON E LINE BADER ST 11 FT TO BE G CONT SLY ON E LINE BADER ST 72.86 FT ELY N LINE NEWB ERRY AVE 140 FT NLY E LINE BADER TO PT 11 FT S OF N LI NE LOT 6 W TO BEG			
				25.00 Sq Ft @	12.00 Sq Ft	300.00
			Parcel Total Charges			300.00
DISTRICT 5	21-2678-D-7-A	HERICA & PEDRO PATINO 253 BADER ST GREEN BAY WI 54302	253 BADER ST SPRING HILL ADD LOT 7 & W 14 FT OF LOT 8 EX 362 D 435			
				50.50 Sq Ft @	12.00 Sq Ft	606.00
			Parcel Total Charges			606.00
DISTRICT 5	21-2678-D-8	ANTHONY R VANDERBLOEMEN 2121 NEWBERRY AVE GREEN BAY WI 54302-3305	2121 NEWBERRY AVE SPRING HILL ADD LOT 8 EX 362 D 435 & EX W 14 FT			
				59.00 Sq Ft @	12.00 Sq Ft	708.00
			Parcel Total Charges			708.00
DISTRICT 5	21-2678-D-9	GREEN BAY AREA PUBLIC SCHOOL DISTRICT PREBLE 200 S BROADWAY GREEN BAY WI 54303-1516	N DANZ AVE SPRING HILL ADDN LOTS 1-2-3 -4-5 & 6 EX W 140 FT & ALL OF LOTS 9-10-11-12 -13-14-15 -16 & 17 & S 1/2 MELON AVE VAC			
				226.00 Sq Ft @	12.00 Sq Ft	2712.00
			Parcel Total Charges			2712.00
DISTRICT 5	21-2699	WENDY K SMETANA 2204 DEER TRL GREEN BAY WI 54302-4440	2204 DEER TRL VAN NELSONS SUBD LOT 7 BLK 1			
				93.00 Sq Ft @	12.00 Sq Ft	1116.00
			Parcel Total Charges			1116.00
DISTRICT 5	21-2702	ERIC L PLINSKE 119 APPLE TREE CT GREEN BAY WI 54302	140 N DANZ AVE VAN NELSONS SUBD LOT 10 BLK 1			
				51.00 Sq Ft @	12.00 Sq Ft	612.00
			Parcel Total Charges			612.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 5	21-2704	JESSICA ANN & DAVID LEE ARENDT 927 ALLOUEZ PL GREEN BAY WI 54301	130 N DANZ AVE VAN NELSONS SUBD LOT 12 ALSO OUTLOT 1 OF 3 CSM 277 MAP 824 IN 705039 BLK 1			
				25.00 Sq Ft @	12.00 Sq Ft	300.00
			Parcel Total Charges			300.00
DISTRICT 5	21-2828	KAREN & ROGER E DACHELET 157 VILLAGE ST GREEN BAY WI 54302-3539	157 VILLAGE ST ZIMONICK BROTHERS PLAT LOT 1 EX J8952-29 FOR ST			
				25.50 Sq Ft @	12.00 Sq Ft	306.00
			Parcel Total Charges			306.00
DISTRICT 5	21-2830	SARA L FREEMAN 145 VILLAGE ST GREEN BAY WI 54302-3539	145 VILLAGE ST ZIMONICK BROTHERS PLAT LOT 3			
				45.40 Sq Ft @	14.00 Sq Ft	635.60
			Parcel Total Charges			635.60
DISTRICT 5	21-2833	AMANDA & RUSSELL SMITH 127 VILLAGE ST GREEN BAY WI 54302	127 VILLAGE ST ZIMONICK BROTHERS PLAT LOT 6			
				31.20 Sq Ft @	12.00 Sq Ft	374.40
			Parcel Total Charges			374.40
DISTRICT 5	21-2834	KAYLA E JOHNSON 121 VILLAGE ST GREEN BAY WI 54302	121 VILLAGE ST ZIMONICK BROTHERS PLAT LOT 7			
				27.00 Sq Ft @	14.00 Sq Ft	378.00
				49.00 Sq Ft @	12.00 Sq Ft	588.00
						966.00
DISTRICT 5	21-2841	TUYET-HUONG & CO Q THAI 132 VILLAGE ST GREEN BAY WI 54302-3540	132 VILLAGE ST ZIMONICK BROTHERS PLAT LOT 14			
				25.00 Sq Ft @	12.00 Sq Ft	300.00
			Parcel Total Charges			300.00
DISTRICT 5	21-2842	SARAH LYNN LENTZ 138 VILLAGE ST GREEN BAY WI 54302	138 VILLAGE ST ZIMONICK BROTHERS PLAT LOT 15			
				21.00 Sq Ft @	12.00 Sq Ft	252.00
			Parcel Total Charges			252.00
DISTRICT 5	21-2843	MARJORIE WITYNSKI 144 VILLAGE ST GREEN BAY WI 54302-3540	144 VILLAGE ST ZIMONICK BROTHERS PLAT LOT 16			
				50.00 Sq Ft @	12.00 Sq Ft	600.00
			Parcel Total Charges			600.00
DISTRICT 5	21-2844	MOLLY M LOHRENTZ 150 VILLAGE ST GREEN BAY WI 54302-3540	150 VILLAGE ST ZIMONICK BROTHERS PLAT LOT 17			
				23.00 Sq Ft @	12.00 Sq Ft	276.00
			Parcel Total Charges			276.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	21-2845	ARLAND J DELVAUX	156 VILLAGE ST			
5		156 VILLAGE ST GREEN BAY WI 54302-3540	ZIMONICK BROTHERS PLAT LOT 18 EX J8952-26 FOR ST			
				55.50 Sq Ft @	12.00 Sq Ft	666.00
			Parcel Total Charges			666.00
DISTRICT	21-297-2	PARKWAY LANDINGS ESSENTIAL HOUSING LLC	2020 MORROW ST PART OF NE1/4 SE1/4 SEC 32 T24N R21E DESC IN J17481-24 & PRT VAC ST IN 1829060 EX 2083734			
5		2 COOPER ST FL 14 CAMDEN NJ 08102				
				29.50 Sq Ft @	12.00 Sq Ft	354.00
			Parcel Total Charges			354.00
DISTRICT	21-305-2	MOVADO INVESTMENTS LLC	306 N DANZ AVE LOT 1 OF 31 CSM 263 BNG PRT OF S1/2 NW1/4 SW1/4 SEC 33 T24N R21E			
5		314 N DANZ AV GREEN BAY WI 54302-3526				
				44.10 Sq Ft @	12.00 Sq Ft	529.20
			Parcel Total Charges			529.20
DISTRICT	21-305-4	MOVADO INVESTMENTS LLC	314 N DANZ AVE LOT 3 OF 31 CSM 263 BNG PRT OF S1/2 NW1/4 SW1/4 & BNG PART OF SW1/4 SW1/4 SEC 33 T24N R21E			
5		314 N DANZ AVE GREEN BAY WI 54302-3526				
				26.00 Sq Ft @	15.50 Sq Ft	403.00
			Parcel Total Charges			403.00
DISTRICT	21-82-18	CARLY JO LYNN & JASON T APPEL	330 SWISS HILL DR PART OF SW1/4 NE1/4 SEC 4 T23N R21E DESC IN 1793961			
5		330 SWISS HILL DR GREEN BAY WI 54302-4327				
				98.50 Sq Ft @	12.00 Sq Ft	1182.00
				125.00 Sq Ft @	14.00 Sq Ft	1750.00
				171.00 Sq Ft @	14.00 Sq Ft	2394.00
			Parcel Total Charges			5326.00
DISTRICT	21-82-29	KRISTINE & STEVEN BERKEN	2509 NEWBERRY AVE PRT OF W1/2 OF NE1/4 SEC 4 T23N R21E DESC IN 683 R 51 EX 744 R 124 & ALSO PART IN 1777954 & EX 1791009 & ALSO PART IN 1791010			
5		2509 NEWBERRY AVE GREEN BAY WI 54302				
				23.50 Sq Ft @	14.00 Sq Ft	329.00
				48.00 Sq Ft @	12.00 Sq Ft	576.00
			Parcel Total Charges			905.00
DISTRICT	21-82-30	TAMMY L & PATRICK J LOVING	2507 NEWBERRY AVE THAT PRT OF W 1/2 OF NE 1/4 S4 T23N R21E AS DES IN 744 R 124			
5		2507 NEWBERRY AVE GREEN BAY WI 54302-4313				
				101.50 Sq Ft @	14.00 Sq Ft	1421.00
				168.00 Sq Ft @	12.00 Sq Ft	2016.00
			Parcel Total Charges			3437.00
DISTRICT	21-92	KEVIN VOSS	2483 NEWBERRY AVE LOT 1 OF 9 CSM 355 MAP 2166 IN 952626 BNG PRT OF NE1/4 NW1/4 & BNG PRT OF SE1/4 NW1/4 SEC 4 T23N R21E			
5		259 NEWBERRY CT GREEN BAY WI 54302				
				27.90 Sq Ft @	14.00 Sq Ft	390.60
			Parcel Total Charges			390.60

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	21-92-3	THOMAS M JONET	2487 NEWBERRY AVE			
5		2489 NEWBERRY AV GREEN BAY WI 54302-4311	LOT 2 OF 9 CSM 355 BNG PRT OF NE1/4 NW1/4 & BNG PRT OF SE1/4 NW1/4 SEC 4 T23N R21E			
				25.00 Sq Ft @	12.00 Sq Ft	300.00
			Parcel Total Charges			300.00
DISTRICT	21-92-4	KRISTIE R HANEY	2495 NEWBERRY AVE			
5		2495 NEWBERRY AVE GREEN BAY WI 54302-4311	LOT 3 OF 9 CSM 355 BNG PRT OF SE1/4 NW1/4 SEC 4 T23N R21E			
				24.00 Sq Ft @	14.00 Sq Ft	336.00
				44.60 Sq Ft @	12.00 Sq Ft	535.20
			Parcel Total Charges			871.20
DISTRICT	20-202	BRANDT R TERRELL	1232 KLAUS ST			
6		1232 KLAUS ST GREEN BAY WI 54302	EASTMANS ADDN LOT 6 BLK 61			
				64.50 Sq Ft @	12.00 Sq Ft	774.00
			Parcel Total Charges			774.00
DISTRICT	20-206-13	COVER RENTALS LLC	1221 BERNER ST			
6		920 N BROADWAY GREEN BAY WI 54303	EASTMANS ADD LOT 23 BLK 61			
				49.00 Sq Ft @	12.00 Sq Ft	588.00
				51.50 Sq Ft @	14.00 Sq Ft	721.00
			Parcel Total Charges			1309.00
DISTRICT	20-216-5	GLORIA & LUIS RODRIGUEZ VARGAS	1401 N IRWIN AVE			
6		1147 DAY ST GREEN BAY WI 54302	EASTMANS ADDN S 90 FT OF LOT 15 BLK 64			
				242.60 Sq Ft @	12.00 Sq Ft	2911.20
			Parcel Total Charges			2911.20
DISTRICT	20-216-6	GLORIA & LUIS RODRIGUEZ VARGAS	KLAUS ST			
6		1147 DAY ST GREEN BAY WI 54302	EASTMANS ADDN S 90 FT OF LOT 16 BLK 64			
				50.50 Sq Ft @	14.00 Sq Ft	707.00
				126.50 Sq Ft @	12.00 Sq Ft	1518.00
			Parcel Total Charges			2225.00
DISTRICT	21-2143	MG & KG PROPERTIES LLC	1912 UNIVERSITY AVE			
6		1914 UNIVERSITY AVE GREEN BAY WI 54302	LAPLANTS SUBD E 70.84 FT OF N 150 FT OF LOT 1 & W 141.68 FT OF LOT 1 BLK 3			
				98.50 Sq Ft @	14.00 Sq Ft	1379.00
				198.00 Sq Ft @	12.00 Sq Ft	2376.00
				263.10 Sq Ft @	12.00 Sq Ft	3157.20
			Parcel Total Charges			6912.20
DISTRICT	21-2234-1	SPICES OF THE GREENBAY LLC	1860 UNIVERSITY AVE			
6		1860 UNIVERSITY AVE GREEN BAY WI 54302	NEWBERRYS ADDN SUBD #1 PRT OF LOT 82 DESC IN J15829-23 & PRT IN J15829-22			
				29.90 Sq Ft @	12.00 Sq Ft	358.80
				63.20 Sq Ft @	14.00 Sq Ft	884.80

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
				180.00 Sq Ft @	15.50 Sq Ft	2790.00
				259.20 Sq Ft @	12.00 Sq Ft	3110.40
				Parcel Total Charges		7144.00
DISTRICT	21-2236	RICHARD G MARTINSON	1846 UNIVERSITY AVE			
6		992 SHOEMAKER POINT RD BRUSSELS WI 54204-9724	NEWBERRYS ADDN SUBD #1 ELY 54 FT OF THE NLY 150 FT OF LOT 83			
				44.80 Sq Ft @	12.00 Sq Ft	537.60
				Parcel Total Charges		537.60
DISTRICT	21-2239	GREAT LAKES COMMERCIAL LLC	1820 UNIVERSITY AVE			
6		1820 UNIVERSITY AVE GREEN BAY WI 54302-3638	NEWBERRYS ADDN SUBD #1 PART OF LOTS 83 & 84 DESC IN J26434-23			
				24.50 Sq Ft @	15.50 Sq Ft	379.75
				67.70 Sq Ft @	15.50 Sq Ft	1049.35
				107.00 Sq Ft @	12.00 Sq Ft	1284.00
				Parcel Total Charges		2713.10
DISTRICT	21-2241	DEBRA M & DALE F RADER	606 N HENRY ST			
6		2207 TOWN HALL RD GREEN BAY WI 54311-6329	NEWBERRYS ADDN SUBD #1 THAT PRT OF LOT 84 COM NW COR TH S 06 MIN 24 SEC W 210.14 FT TO BEG CONT 59.76 FT N 85 DEG 26 MIN 34 SEC E 120 FT N 06 MIN 24 SEC E 50 FT N 89 DEG 53 MIN 36 SEC W 119.6 FT TO BEG .15A			
				99.50 Sq Ft @	14.00 Sq Ft	1393.00
				124.50 Sq Ft @	12.00 Sq Ft	1494.00
				Parcel Total Charges		2887.00
DISTRICT	21-2242	STEVENS ILDIKO CSETO LIVING TRUST	1808 UNIVERSITY AVE			
6		C/O PH HOSPITALITY GROUP; ILDIKO CSETO STEVENS 2120 PEWAUKEE RD STE 200 WAUKESHA WI 53188	NEWBERRYS ADDN SUBD #1 PART OF LOT 84 DESC IN J22022-10			
				38.00 Sq Ft @	15.50 Sq Ft	589.00
				74.50 Sq Ft @	12.00 Sq Ft	894.00
				137.30 Sq Ft @	12.00 Sq Ft	1647.60
				Parcel Total Charges		3130.60
DISTRICT	21-2242-1	ADOLFO & LORENZO FUENTESCASTILLO, ETAL	610 N HENRY ST			
6		610 N HENRY ST GREEN BAY WI 54302-1843	NEWBERRYS ADDN SUBD #1 PRT LOT 84 COM NW COR SLY 110.14 FT TO BEG CONT SLY 100 FT ELY 119.6 FT NLY 100 FT WLY 119.6 FT TO BEG EX N 50 FT			
				23.50 Sq Ft @	14.00 Sq Ft	329.00
				25.00 Sq Ft @	12.00 Sq Ft	300.00
				Parcel Total Charges		629.00
DISTRICT	18-41	CONSTANCE L SHAW	1018 GALLAGHER AVE			
7		1018 GALLAGHER AVE GREEN BAY WI 54303-3832	SHEA & GALLAGHERS ADD LOT 9 BLK 2			
				106.00 Sq Ft @	12.00 Sq Ft	1272.00
				Parcel Total Charges		1272.00
DISTRICT	18-481	JEFFERY D & ANGELI J JACQUES- THYRION	602 PHOEBE ST			
7		602 PHOEBE ST GREEN BAY WI 54305	ELMORES ADDN TO ELMORES PARK ADDN LOT 1 BLK 2			
				79.40 Sq Ft @	12.00 Sq Ft	952.80

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 7	18-485	JOHN C VANDREEL 3318 SPUR LN GREEN BAY WI 54313	618 PHOEBE ST ELMORES ADDN TO ELMORES PARK ADDN LOT 5 BLK 2	107.50 Sq Ft @	14.00 Sq Ft	1505.00
				Parcel Total Charges		2457.80
DISTRICT 7	18-491-A	SONIA & VINCENT HULSE 1441 CAROLE LN GREEN BAY WI 54313-5933	500 PHOEBE ST ELMORES ADD TO ELMORES PARK ADD SLY 97 FT OF LOT 1 BLK 3	453.20 Sq Ft @	12.00 Sq Ft	5438.40
				Parcel Total Charges		5438.40
DISTRICT 7	18-495	JOUABEE & LIA LOR 3022 S WHISTLING WIND DR DE PERE WI 54115	518 PHOEBE ST ELMORES ADD TO ELMORES PARK ADD S 100 FT OF LOT 5 BLK 3	80.10 Sq Ft @	14.00 Sq Ft	1121.40
				153.90 Sq Ft @	12.00 Sq Ft	1846.80
				Parcel Total Charges		2968.20
DISTRICT 7	18-501-C	KHANTHALY THEPPHONE 927 N CHESTNUT AVE GREEN BAY WI 54303-3433	927 N CHESTNUT AVE ELMORES ADD TO ELMORES PARK ADD NLY 47 FT OF SLY 99 FT OF LOT 10 & NLY 47 FT OF SLY 99 FT OF ELY 19.9 FT OF LOT 9 BLK 3	53.50 Sq Ft @	14.00 Sq Ft	749.00
				76.90 Sq Ft @	12.00 Sq Ft	922.80
				131.00 Sq Ft @	12.00 Sq Ft	1572.00
				Parcel Total Charges		3243.80
DISTRICT 7	18-555	LYDIA A AMBROSIUS 725 PHOEBE ST GREEN BAY WI 54303	725 PHOEBE ST CROCKER & HENDERSONS 1ST ADDN W 30.95 FT OF LOT 2 & E 17.85 FT OF LOT 3 BLK 3	28.10 Sq Ft @	12.00 Sq Ft	337.20
				79.50 Sq Ft @	14.00 Sq Ft	1113.00
				Parcel Total Charges		1450.20
DISTRICT 7	18-558	TORZEWSKI PROPERTIES LLC 354 KILDEER LN SOBIESKI WI 54171	834 HARRISON ST CROCKER & HENDERSONS 1ST ADDN N 56 1/2 FT OF W 20.6 FT OF LOT 3 & N 56 1/2 FT OF LOTS 4 & 5 BLK 3	102.80 Sq Ft @	12.00 Sq Ft	1233.60
				Parcel Total Charges		1233.60
DISTRICT 7	18-576	COVER RENTALS LLC 920 N BROADWAY GREEN BAY WI 54303	707 PHOEBE ST A E ELMORES PARK ADDN WLY 37.5 FT OF LOT 10 BLK 6	80.00 Sq Ft @	12.00 Sq Ft	960.00
				81.10 Sq Ft @	14.00 Sq Ft	1135.40
				172.80 Sq Ft @	12.00 Sq Ft	2073.60
				Parcel Total Charges		4169.00
DISTRICT 7				21.30 Sq Ft @	12.00 Sq Ft	255.60
				43.20 Sq Ft @	14.00 Sq Ft	604.80
				Parcel Total Charges		860.40

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 7	18-577	COVER RENTALS LLC 920 N BROADWAY GREEN BAY WI 54303	705 PHOEBE ST A E ELMORES PARK ADDN E 22.5 FT OF LOT 10 & W 1/2 OF LOT 11 BLK 6	27.60 Sq Ft @ 129.50 Sq Ft @	14.00 Sq Ft 12.00 Sq Ft	386.40 1554.00 1940.40
DISTRICT 7	18-580	JASON P VANCLEVE 825 N ASHLAND AVE GREEN BAY WI 54303	825 N ASHLAND AVE A E ELMORES PARK ADDN N 45 F T OF S 84 1/2 FT OF E 1/2 OF LOT 11 & N 45 FT OF S 84 1/2 FT OF LOT 12 BLK 6	63.10 Sq Ft @	12.00 Sq Ft	757.20 757.20
DISTRICT 7	18-655	TYLER & NINA THAO 822 JAMES ST GREEN BAY WI 54303	822 JAMES ST CROCKER & HENDERSONS 2ND ADDN LOT 7 BLK 6	73.30 Sq Ft @ 124.50 Sq Ft @ 309.00 Sq Ft @	12.00 Sq Ft 14.00 Sq Ft 12.00 Sq Ft	879.60 1743.00 3708.00 6330.60
DISTRICT 7	18-665	KENNETH L ELBE 842 JAMES ST GREEN BAY WI 54303-3646	842 JAMES ST CROCKER & HENDERSONS 2ND AD D LOT 5 BLK 7	72.10 Sq Ft @	14.00 Sq Ft	1009.40 1009.40
DISTRICT 7	18-667	MARY L & JAMIE L VANDENHOY 836 JAMES ST GREEN BAY WI 54303	836 JAMES ST CROCKER & HENDERSONS 2ND ADDN SLY 81.625 FT OF LOT 7 BLK 7	57.80 Sq Ft @ 89.10 Sq Ft @	14.00 Sq Ft 12.00 Sq Ft	809.20 1069.20 1878.40
DISTRICT 7	18-668	KATHY M HOLL 832 JAMES ST GREEN BAY WI 54303-3646	832 JAMES ST CROCKER & HENDERSONS 2ND AD D SLY 81.625 FT OF LOT 8 BLK 7	24.50 Sq Ft @ 69.70 Sq Ft @ 77.50 Sq Ft @	12.00 Sq Ft 12.00 Sq Ft 14.00 Sq Ft	294.00 836.40 1085.00 2215.40
DISTRICT 7	3-34	MAYRA B AGUILAR 890 CAMM PL GREEN BAY WI 54303-2931	890 CAMM PL ALLARDS SUBD OF LOTS 4 & 5 OF FISKS ADD LOT 3 BLK C ALSO VACATED ALLEY	25.00 Sq Ft @ 79.00 Sq Ft @	14.00 Sq Ft 12.00 Sq Ft	350.00 948.00 1298.00
DISTRICT 7	5-149	TYLER & TERESA CINA 714 HARRISON ST GREEN BAY WI 54303	714 HARRISON ST E CROCKERS 1ST ADDN S 52 FT OF LOT 7 BLK 1 & PRT OF VAC HARRISON ST ADJ AS DESC IN J15951-24 & PRT IN 2026880	258.10 Sq Ft @	12.00 Sq Ft	3097.20 3097.20

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	5-151	CHARLES LUCHT	718 HARRISON ST			
7		718 HARRISON ST GREEN BAY WI 54303	E CROCKERS 1ST ADDN N 40 FT OF LOT 7 BLK 1 & VAC ST & PRT IN 2026879			
				80.00 Sq Ft @	14.00 Sq Ft	1120.00
				344.50 Sq Ft @	12.00 Sq Ft	4134.00
			Parcel Total Charges			5254.00
DISTRICT	5-178	NAIL IT LLC	841 JAMES ST			
7		2075 FAWN LN GREEN BAY WI 54304	CROCKER & HENDERSONS 1ST ADDN W 1/4 OF LOT 9 & ALL OF LOT 10 BLK 2			
				65.90 Sq Ft @	14.00 Sq Ft	922.60
				81.00 Sq Ft @	12.00 Sq Ft	972.00
			Parcel Total Charges			1894.60
DISTRICT	5-8	KELLY J NELSON	719 N ASHLAND AVE			
7		5913 ALTA DR LAS VEGAS NV 89107	A E ELMORES PARK ADD N 44 F T OF LOT 12 BLK 1			
				65.20 Sq Ft @	14.00 Sq Ft	912.80
				261.80 Sq Ft @	12.00 Sq Ft	3141.60
			Parcel Total Charges			4054.40
DISTRICT	1-2007-O	TRACY L STEWART	1414 BEAUCHAMP ST			
8		1414 BEAUCHAMP ST GREEN BAY WI 54304-3226	REPLAT OF BLKS 1 & 4 OF VAN VEGHELS ADD LOT 15			
				48.50 Sq Ft @	12.00 Sq Ft	582.00
			Parcel Total Charges			582.00
DISTRICT	3-1059-A	SHELBY LYNN & CODEY J BELANGER	1169 REED ST			
8		1169 REED ST GREEN BAY WI 54303	PART OF PC #1 WSFR N 1/2 OF E 1/2 OF E 1/2 OF W 2 ACRES OF 3 ACRE TRACT IN PC 1 WSFR DESC IN VOL 84 OF DEEDS PG 337			
				24.00 Sq Ft @	12.00 Sq Ft	288.00
			Parcel Total Charges			288.00
DISTRICT	3-177	WANDA M GILLIS	140 OAK ST			
8		140 OAK ST GREEN BAY WI 54303	LANDWEHR & KNAEPPLES ADD LO T 3 BLK 1			
				51.50 Sq Ft @	12.00 Sq Ft	618.00
			Parcel Total Charges			618.00
DISTRICT	3-809-A	MARIA INES AVILA HUERTA	1297 WESTERN AVE			
8		1297 WESTERN AVE GREEN BAY WI 54303-2026	CADY & BURDONS GARDEN LOTS PRT OF LOT 3 DES IN 334 D 242 EX 1938802			
				48.00 Sq Ft @	12.00 Sq Ft	576.00
				73.00 Sq Ft @	14.00 Sq Ft	1022.00
			Parcel Total Charges			1598.00
DISTRICT	6-644	RANDALL K & LISA A BARNES	1148 LOCH DR			
8		1148 LOCH DR GREEN BAY WI 54304	JOSEPH LOCH SUBD LOT 33 EX SLY 3 FT BLK 2			
				58.50 Sq Ft @	14.00 Sq Ft	819.00
			Parcel Total Charges			819.00
DISTRICT	6-816	KRISTA L KATERS	1407 LANGLADE AVE			
8		1407 LANGLADE AVE GREEN BAY WI 54304-3145	SCHMITT PLAT #5 LOT 5 BLK 1			
				25.00 Sq Ft @	12.00 Sq Ft	300.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 9	1-1152	SUSAN I NESS 1617 S NORWOOD AVE GREEN BAY WI 54304-3622	1617 S NORWOOD AVE HIGHLAND PARK ADDN LOT 79	25.00 Sq Ft @	14.00 Sq Ft	350.00
				Parcel Total Charges		650.00
				48.00 Sq Ft @	12.00 Sq Ft	576.00
				50.00 Sq Ft @	14.00 Sq Ft	700.00
				Parcel Total Charges		1276.00
DISTRICT 9	1-1459	SHARON A & JOHN W HUPKE 1156 FOURTEENTH AVE GREEN BAY WI 54304-2532	1156 FOURTEENTH AVE J C DOCTERS 2ND ADD SLY 60 FT OF LOT 1 & SLY 60 FT OF ELY 48.50 FT OF LOT 2 BLK 2	49.00 Sq Ft @	14.00 Sq Ft	686.00
				50.00 Sq Ft @	12.00 Sq Ft	600.00
				148.50 Sq Ft @	12.00 Sq Ft	1782.00
				Parcel Total Charges		3068.00
				50.50 Sq Ft @	14.00 Sq Ft	707.00
DISTRICT 9	1-1747	SHANE R EVENSEN 1412 ELEVENTH AVE GREEN BAY WI 54304	1412 ELEVENTH AVE SCHMITT PLAT LOT 3 BLK 1	75.00 Sq Ft @	12.00 Sq Ft	900.00
				Parcel Total Charges		1607.00
				125 S ADAMS ST PLAT OF ASTOR LOTS 1-2-3-4- 5 & 6 BLK 12		
				50.00 Sq Ft @	12.00 Sq Ft	600.00
				109.00 Sq Ft @	12.00 Sq Ft	1308.00
DISTRICT 9	12-193	BROWN COUNTY ADMIN COURT HOUSE PARKING LOT BROWN COUNTY ATTN TREASURER PO BOX 23600 GREEN BAY WI 54305-3600	125 S ADAMS ST PLAT OF ASTOR LOTS 1-2-3-4- 5 & 6 BLK 12	217.90 Sq Ft @	14.00 Sq Ft	3050.60
				404.30 Sq Ft @	12.00 Sq Ft	4851.60
				Parcel Total Charges		9810.20
				426 S JEFFERSON ST PLAT OF ASTOR LOT 5 EX S 4 FT BLK 15		
				39.20 Sq Ft @	12.00 Sq Ft	470.40
DISTRICT 9	13-89	& REMEDY PROPERTY GROUP LLC 101 S MILITARY STE 218 GREEN BAY WI 54303	426 S JEFFERSON ST PLAT OF ASTOR LOT 5 EX S 4 FT BLK 15	69.40 Sq Ft @	14.00 Sq Ft	971.60
				Parcel Total Charges		1442.00
				400 CASS ST DOROTHEA WAITZMANN CONDOMINIUM UNIT 1 TOGETHER W/ UNDIVIDED INTEREST IN COMMON ELEMENTS ETC IN 2290459		
				37.50 Sq Ft @	12.00 Sq Ft	450.00
				Parcel Total Charges		450.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 9	15-171	JYLL R & THOMAS L EVERMAN 410 CASS ST GREEN BAY WI 54301	410 CASS ST DOROTHEA WAITZMANN CONDOMINIUM UNIT 2 TOGETHER W/ UNDIVIDED INTEREST IN COMMON ELEMENTS ETC IN 2290459	37.50 Sq Ft @	12.00 Sq Ft	450.00
			Parcel Total Charges			450.00
DISTRICT 9	15-32	GREEN BAY CITY OF CITY OF GREEN BAY-CLERK 100 N JEFFERSON ST GREEN BAY WI 54301-5006	317 CASS ST PLAT OF ASTOR WESTERLY 55 F T OF LOT 8 BLK 17	21.10 Sq Ft @ 24.50 Sq Ft @	12.00 Sq Ft 14.00 Sq Ft	253.20 343.00
			Parcel Total Charges			596.20
DISTRICT 9	15-33	GREEN BAY CITY OF CITY OF GREEN BAY-CLERK 100 N JEFFERSON ST GREEN BAY WI 54301-5006	321 CASS ST PLAT OF ASTOR WESTERLY 55 F T OF EASTERLY 110 FT OF LOT 8 BLK 17	90.20 Sq Ft @	12.00 Sq Ft	1082.40
			Parcel Total Charges			1082.40
DISTRICT 9	15-34	GREEN BAY CITY OF CITY OF GREEN BAY-CLERK 100 N JEFFERSON ST GREEN BAY WI 54301-5006	313 CASS ST PLAT OF ASTOR LOTS 9 & 10 B LK 17	25.50 Sq Ft @	12.00 Sq Ft	306.00
			Parcel Total Charges			306.00
DISTRICT 9	15-46	CHERYL G & STEVEN L TAUSCHER STEVEN & CHERYL TAUSCHER 315 LAWE ST GREEN BAY WI 54301	315 LAWE ST PLAT OF ASTOR THE S 43 FT OF THE W 69 FT OF LOT 7 & THE W 69 FT OF LOT 8 & THE E 34 FT OF LOT 9 & THE E 34 FT OF S 44 FT OF LOT 10 BLK 18 AS DESC IN 2986214	25.00 Sq Ft @	12.00 Sq Ft	300.00
			Parcel Total Charges			300.00
DISTRICT 9	15-71	JOSE ALFREDO GONZALEZ VALENTIN JOSE ALREDO GONZALEZ VALENTIN 405 LAWE ST GREEN BAY WI 54301	403 LAWE ST PLAT OF ASTOR WLY 95 FT OF LOTS 9 & 10 BLK 19	26.50 Sq Ft @ 112.00 Sq Ft @	14.00 Sq Ft 12.00 Sq Ft	371.00 1344.00
			Parcel Total Charges			1715.00
DISTRICT 9	16-23	MEGAN C M & MARTIN J B GAURANO 306 LAWE ST GREEN BAY WI 54301	306 LAWE ST PLAT OF ASTOR PART OF LOTS 11 & 12 BLK 62 DESC IN 239 D 122 & PART VAC ADAMS ST DESC IN 1757532	53.00 Sq Ft @	12.00 Sq Ft	636.00
			Parcel Total Charges			636.00
DISTRICT 9	16-24	BRADY R DROWN 308 LAWE ST GREEN BAY WI 54301-3712	308 LAWE ST PLAT OF ASTOR THAT PRT OF L OTS 11 & 12 AS DES IN VOL 304 D 551 BCR	25.40 Sq Ft @	12.00 Sq Ft	304.80
			Parcel Total Charges			304.80

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	16-25	JUSTIN P DROSSART	312 LAWE ST			
9		312 LAWE ST GREEN BAY WI 54301	PLAT OF ASTOR PART OF LOTS 1,2,11 & 12 BLK 62 DESC IN 337 D 183 & IN 1691164			
				81.10 Sq Ft @	12.00 Sq Ft	973.20
			Parcel Total Charges			973.20
DISTRICT	16-49	LISA M REINSCH, ETAL	402 LAWE ST			
9		LISA M REINSCH & KEVIN W DITTMAN 402 LAWE ST GREEN BAY WI 54301-3714	PLAT OF ASTOR W 85 FT OF LO TS 15 & 16 BLK 65			
				23.90 Sq Ft @	12.00 Sq Ft	286.80
			Parcel Total Charges			286.80
DISTRICT	16-50	DANIEL KIERNAN, ETAL	416 LAWE ST			
9		DANIEL KIERNAN & ROSE M TURBA 816 MADISON ST GREEN BAY WI 54301-3611	PLAT OF ASTOR E 45 FT OF LO T 14 & E 80 FT OF LOTS 15 & 16 & W 11 FT OF LOTS 1 & 2 & N 8 FT OF E 32 FT OF LOT 13 BLK 65			
				25.50 Sq Ft @	14.00 Sq Ft	357.00
				121.50 Sq Ft @	12.00 Sq Ft	1458.00
			Parcel Total Charges			1815.00
DISTRICT	2-620	CHARLES A LAND, ETAL	513 FOURTEENTH AVE			
9		CHARLES A LAND & SHERYL J DAVENPORT 2276 MEMORIAL DR GREEN BAY WI 54303	J H TAYLERS SUBD OF LOT 2 & PART OF LOT 3 CLA TANKS SUBD OF PC 2 TO 9 LOT 9 BLK 2 ALSO VACATED ALLEY			
				49.70 Sq Ft @	12.00 Sq Ft	596.40
			Parcel Total Charges			596.40
DISTRICT	2-621	BENJAMIN J DOBECK	519 FOURTEENTH AVE			
9		519 FOURTEENTH AVE GREEN BAY WI 54303-1735	J H TAYLERS SUBD OF LOT 2 & PART OF LOT 3 CLA TANKS SUBD OF PC 2 TO 9 LOT 10 BL K 2			
				184.10 Sq Ft @	12.00 Sq Ft	2209.20
			Parcel Total Charges			2209.20
DISTRICT	3-351	CONNIE R & HENRY J BUKOSKE	207 S ASHLAND AVE			
9		207 S ASHLAND AVE GREEN BAY WI 54303-1603	CALLAGHANS ADD N 57.5 FT OF LOT 46			
				289.00 Sq Ft @	12.00 Sq Ft	3468.00
			Parcel Total Charges			3468.00
DISTRICT	3-468	ZACHARIAH SOBIECK	210 HAZEL ST			
9		210 HAZEL ST GREEN BAY WI 54303	HAZELWOOD ADDN LOT 9 BLK 2			
				49.30 Sq Ft @	14.00 Sq Ft	690.20
				109.70 Sq Ft @	12.00 Sq Ft	1316.40
			Parcel Total Charges			2006.60
DISTRICT	3-794-A	BAY RENTALS LLC	315 OAK ST			
9		2800 E ENTERPRISE AVE., #333 APPLETON WI 54913	M\LCADY & BURDONS ADDN LOTS 9 & 10 & WLY 90 FT OF LOT 11 & TRIANGULAR TRACT DESC IN J5741-31 ALL BLK C			
				129.30 Sq Ft @	14.00 Sq Ft	1810.20
				258.10 Sq Ft @	12.00 Sq Ft	3097.20
			Parcel Total Charges			4907.40

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	3-795-A	BAY RENTALS LLC	309 OAK ST			
9		2800 E ENTERPRISE AVE., #333 APPLETON WI 54913	M\LCADY & BURDONS ADDN W 85 FT OF LOT 12 BLK C			
				28.60 Sq Ft @	14.00 Sq Ft	400.40
				81.60 Sq Ft @	12.00 Sq Ft	979.20
			Parcel Total Charges			1379.60
DISTRICT	3-98	HISTORIC WEST LLC	409 W WALNUT ST			
9		C/O HISTORIC WEST LLC; MARK MARRIUCCI 424 HARVARD ST GREEN BAY WI 54303	ORIGINAL SURVEY LOT 103			
				73.60 Sq Ft @	12.00 Sq Ft	883.20
				97.50 Sq Ft @	12.00 Sq Ft	1170.00
				266.70 Sq Ft @	12.00 Sq Ft	3200.40
			Parcel Total Charges			5253.60
DISTRICT	18-1287	ADAM ADLER	1351 MINAHAN ST			
10		110 W INDIANWOOD DR OCONTO FALLS WI 54154	PLAT OF MATHER HEIGHTS LOT 2 BLK 19			
				25.50 Sq Ft @	12.00 Sq Ft	306.00
				67.80 Sq Ft @	14.00 Sq Ft	949.20
			Parcel Total Charges			1255.20
DISTRICT	18-1288	THOMAS M NOOYEN	1345 MINAHAN ST			
10		1345 MINAHAN ST GREEN BAY WI 54303-4366	PLAT OF MATHER HEIGHTS LOT 3 BLK 19			
				24.50 Sq Ft @	12.00 Sq Ft	294.00
				70.60 Sq Ft @	14.00 Sq Ft	988.40
			Parcel Total Charges			1282.40
DISTRICT	18-1289	FRANCISCO VILLEGAS	809 THRUSH ST			
10		809 THRUSH ST GREEN BAY WI 54303-4329	PLAT OF MATHER HEIGHTS LOT 4 BLK 19			
				25.00 Sq Ft @	14.00 Sq Ft	350.00
				125.50 Sq Ft @	12.00 Sq Ft	1506.00
			Parcel Total Charges			1856.00
DISTRICT	18-358-A	STEPHANIE N & DAVID A GUSTAFSON	830 WILSON AVE			
10		830 WILSON AVE GREEN BAY WI 54303-4150	VAN DYCKES CO'S ADDN LOT 14 BLK 15			
				25.00 Sq Ft @	12.00 Sq Ft	300.00
				50.50 Sq Ft @	14.00 Sq Ft	707.00
			Parcel Total Charges			1007.00
DISTRICT	5-1563	KELLY L VANDENBUSCH	1207 ELMORE ST			
10		KELLY L VAN DEN BUSCH 1207 ELMORE ST GREEN BAY WI 54303	IRIS FIELD PLAT LOT 12			
				25.00 Sq Ft @	14.00 Sq Ft	350.00
				149.50 Sq Ft @	12.00 Sq Ft	1794.00
			Parcel Total Charges			2144.00
DISTRICT	5-704-A-1	ECUMENICAL PARTNERSHIP FOR HOUSING INC	1100 OREGON ST			
10		PO BOX 524 GREEN BAY WI 54305	DOUSMAN & ELMORES 2ND ADDN THAT PRT OF LOT 65 DESC IN 363 D 402			
				26.50 Sq Ft @	12.00 Sq Ft	318.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 10	5-759	PAULA & RUSSELL REYNOLDS W9533 COUNTY ROAD C WAUSAUKEE WI 54177	521 COLUMBIA AVE MAYFAIR ADDN LOT 9 BLK 1	50.00 Sq Ft @	14.00 Sq Ft	700.00
				Parcel Total Charges		1018.00
				25.00 Sq Ft @	14.00 Sq Ft	350.00
				68.00 Sq Ft @	12.00 Sq Ft	816.00
DISTRICT 10	5-798	MONZU BISTRO LLC 12526 VELD AVE GREEN BAY WI 54313	1001 MATHER ST MAYFAIR ADDN LOT 8 BLK 4	Parcel Total Charges		1166.00
				26.50 Sq Ft @	12.00 Sq Ft	318.00
				72.50 Sq Ft @	14.00 Sq Ft	1015.00
				Parcel Total Charges		1333.00
DISTRICT 10	5-814	JASON E MADDIX 522 ETHEL AVE GREEN BAY WI 54303-3904	522 ETHEL AVE MAYFAIR ADD LOT 10 BLK 5	Parcel Total Charges		990.00
				82.50 Sq Ft @	12.00 Sq Ft	990.00
				Parcel Total Charges		990.00
				399 N LOCUST ST PCL G OF 2 CSM 243 BNG PRT OF LOT 106 FORT HOWARD MILITARY RESERVE		
DISTRICT 10	6-82-A-10	AI YU ZHENG 1329 NAVIGATOR WY DE PERE WI 54115	399 N LOCUST ST PCL G OF 2 CSM 243 BNG PRT OF LOT 106 FORT HOWARD MILITARY RESERVE	102.50 Sq Ft @	14.00 Sq Ft	1435.00
				153.00 Sq Ft @	12.00 Sq Ft	1836.00
				Parcel Total Charges		3271.00
				1801 WESTERN AVE PCL 4 OF 4 CSM 101 MAP 1055 IN 749444 BNG PRT OF CADY & BURDONS GARDEN LOTS LOT 14		
DISTRICT 11	6-123-C	CHARLES APTS GREEN BAY LLC 201 AIR PARK DR WATERTOWN WI 53094	1801 WESTERN AVE PCL 4 OF 4 CSM 101 MAP 1055 IN 749444 BNG PRT OF CADY & BURDONS GARDEN LOTS LOT 14	25.00 Sq Ft @	12.00 Sq Ft	300.00
				Parcel Total Charges		300.00
				1772 WESTERN AVE PRT OF LOTS 19 & 20 CADY & BURDONS GARDEN LOTS AS DESC IN J2681-1		
				141.50 Sq Ft @	14.00 Sq Ft	1981.00
DISTRICT 11	6-129-B	NIEBLER LIVING TRUST NIEBLER PROPERTIES 12545 W BURLEIGH RD #6 BROOKFIELD WI 53005-3101	1772 WESTERN AVE PRT OF LOTS 19 & 20 CADY & BURDONS GARDEN LOTS AS DESC IN J2681-1	308.00 Sq Ft @	12.00 Sq Ft	3696.00
				Parcel Total Charges		5677.00
				300 S MILITARY AVE CADY & BURDONS GARDEN LOTS ALL THAT PRT OF LOT 24 AS DES IN VOL 358 D 224 EX 42 CSM 217		
				33.80 Sq Ft @	15.50 Sq Ft	523.90
DISTRICT 11	6-134-C	E & P PROPERTIES C/O EDWARD N MARTIN; H J MARTIN & SON PO BOX 11387 GREEN BAY WI 54307-1387	300 S MILITARY AVE CADY & BURDONS GARDEN LOTS ALL THAT PRT OF LOT 24 AS DES IN VOL 358 D 224 EX 42 CSM 217	98.50 Sq Ft @	12.00 Sq Ft	1182.00
				145.60 Sq Ft @	12.00 Sq Ft	1747.20
				Parcel Total Charges		3453.10

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 11	6-1557	KENNETH J DEMUTH, ETAL 1600 S LOCUST ST GREEN BAY WI 54304-3126	1600 S LOCUST ST WESTWOOD ADDN #1 LOT 1 BLK 4			
				75.50 Sq Ft @	14.00 Sq Ft	1057.00
				149.50 Sq Ft @	12.00 Sq Ft	1794.00
				Parcel Total Charges		2851.00
DISTRICT 11	6-2172	GERONIMO & GUADALUPE CORTEZ 1757 NINTH ST GREEN BAY WI 54304-2840	1757 NINTH ST WOODLAND HEIGHTS ELY 62 FT OF LOT 3 & WLY 37 FT OF LOT 4			
				88.50 Sq Ft @	12.00 Sq Ft	1062.00
				Parcel Total Charges		1062.00
DISTRICT 12	6H-1122-3	USA IN TRUST FOR ONEIDA TRIBE OF INDIANS OF WI ONEIDA NATION PO BOX 365 ONEIDA WI 54155-0365	WEST POINT RD PRT LOTS 23 & 24 S29 T24N R 20E COM SE COR LOT 24 TH W 649.25 FT N 208.75 FT TO BE G CONT N 843.24 FT W 208.75 FT S 842.60 FT E 208.75 FT TO BEG			
				23.50 Sq Ft @	14.00 Sq Ft	329.00
				29.90 Sq Ft @	14.00 Sq Ft	418.60
				47.50 Sq Ft @	12.00 Sq Ft	570.00
				51.00 Sq Ft @	12.00 Sq Ft	612.00
				52.00 Sq Ft @	14.00 Sq Ft	728.00
				56.10 Sq Ft @	14.00 Sq Ft	785.40
				102.00 Sq Ft @	12.00 Sq Ft	1224.00
				104.00 Sq Ft @	12.00 Sq Ft	1248.00
				129.00 Sq Ft @	12.00 Sq Ft	1548.00
				138.50 Sq Ft @	12.00 Sq Ft	1662.00
				178.40 Sq Ft @	12.00 Sq Ft	2140.80
				183.50 Sq Ft @	12.00 Sq Ft	2202.00
				217.30 Sq Ft @	12.00 Sq Ft	2607.60
				457.00 Sq Ft @	12.00 Sq Ft	5484.00
				Parcel Total Charges		21559.40
				Project Total 12152		482272.00

**RESOLUTION APPROVING THE
2025 OPERATING PLAN FOR THE
DOWNTOWN GREEN BAY, INC.
BUSINESS IMPROVEMENT DISTRICT**

December 3, 2024

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

That, pursuant to the recommendation of the Green Bay Plan Commission at its meeting of December 3, 2024, the 2025 Operating Plan for the Downtown Green Bay, Inc., Business Improvement District, a copy of which is on file in the Clerk's office, is hereby approved.

Adopted _____

Approved _____

Mayor Eric Genrich

Celestine Jeffreys, City Clerk

wmt

Attachment – Map

**RESOLUTION APPROVING THE
2025 OPERATING PLAN FOR THE
MILITARY AVENUE BUSINESS ASSOCIATION
BUSINESS IMPROVEMENT DISTRICT**

December 3, 2024

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

That, pursuant to the recommendation of the Green Bay Plan Commission at its meeting of December 3, 2024, the 2025 Operating Plan for the Military Avenue Inc. Business Improvement District, a copy of which is on file in the Clerk's office, is hereby approved.

Adopted _____

Approved _____

Mayor Eric Genrich

Celestine Jeffreys, City Clerk

Wmt

Attachment – Map

**RESOLUTION APPROVING THE
2025 OPERATING PLAN FOR THE
ON BROADWAY, INC.
BUSINESS IMPROVEMENT DISTRICT**

December 3, 2024

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

That, pursuant to the recommendation of the Green Bay Plan Commission at its meeting of December 3, 2024, the 2025 Operating Plan for the On Broadway, Inc., Business Improvement District, a copy of which is on file in the Clerk's office, is hereby approved.

Adopted _____

Approved _____

Mayor Eric Genrich

Celestine Jefferys, Clerk

wmt

Attachment – Map

**RESOLUTION APPROVING THE
2025 OPERATING PLAN FOR THE
OLDE MAIN STREET, INC.
BUSINESS IMPROVEMENT DISTRICT**

December 3, 2024

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

That, pursuant to the recommendation of the Green Bay Plan Commission at its meeting of December 3, 2024, the 2025 Operating Plan for the Olde Main Street, Inc., Business Improvement District, a copy of which is on file in the Clerk's office, is hereby approved.

Adopted _____

Approved _____

Mayor Eric Genrich

Celestine Jeffreys, City Clerk

wmt

Attachment – Map

**RESOLUTION AUTHORIZING
BUDGET AMENDMENT**

December 3, 2024

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

Pursuant to the recommendation of the Finance Committee at its meeting of November 26, 2024, the following 2024 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
Increase:	101300 55401	Police-Purchase of property	\$2,700,000.00
Increase:	101	Fund balance	\$2,700,000.00

***This budget amendment is for 2024 unbudgeted purchase of property at 435 E Walnut Street, 503 E Walnut Street, 212-214 S. Madison Street, and 512 Cherry Street with the intent to use the building for proposed City of Green Bay Police headquarters. This budget amendment is for the fund balance position of the transaction only, other funding sources were expensed for a total purchase price of \$3,600,000.00.*

Common Council approved the purchase on August 27, 2024

Transaction closed on 9/18/2024

Adopted _____

Approved _____

Mayor

Clerk



Office of the City Assessor

DATE: 11/20/2024
TO: Finance Committee
City of Green Bay
FROM: Russ Schwandt
Assessor
RE: Adjustment of **2023** REAL ESTATE Tax Bill

Please be advised that I am recommending that the **2023** tax bill be adjusted for the following Real Estate Parcel:

<u>PARCEL #</u>	<u>OWNER NAME</u>	<u>ADDRESS</u>
6-2122	St Vincent Hospital of the Hospital Sisters	1841 Gary Ln

Reason: Improvement value was left on the assessment after the home was razed.

The 2023 assessed value of the real estate was \$166,400.
The corrected 2023 real estate assessment is \$21,300.

The 2023 tax bill has been paid in full.

Refund taxes according to this adjustment.

Cc: Diana Ellenbecker

Request for Charge Back of Rescinded or Refunded Taxes

(Sec. 74.41, Wis. Stats.)

DOR USE ONLY

Case no.

1	Assessment year 2023	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN																																																																											
2	☒ Real estate parcel no. 6-2122 ☐ Personal property account no.			Is this parcel in a TID? ☒ No ☐ Yes TID no.																																																																											
3	Property owner name ST VINCENT HOSPITAL			Personal property category (see instructions)																																																																											
4	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">Real Estate Assessment BEFORE Adjustment</th> <th colspan="4">Assessment AFTER Adjustment</th> <th rowspan="2">(g) Total Assessment Difference (c - f)</th> </tr> <tr> <th>Class</th> <th>(a) Land</th> <th>(b) Improvement</th> <th>(c) Total (a + b)</th> <th>Class</th> <th>(d) Land</th> <th>(e) Improvement</th> <th>(f) Total (d + e)</th> </tr> </thead> <tbody> <tr> <td>1 Res.</td> <td>21,300</td> <td>145,100</td> <td>166,400</td> <td>1 Res.</td> <td>21,300</td> <td>0</td> <td>21,300</td> <td>145,100</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td>0</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td>0</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td>0</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td>0</td></tr> <tr> <td>Total</td> <td>21,300</td> <td>145,100</td> <td>166,400</td> <td> </td> <td>21,300</td> <td>0</td> <td>21,300</td> <td>145,100</td> </tr> </tbody> </table>								Real Estate Assessment BEFORE Adjustment				Assessment AFTER Adjustment				(g) Total Assessment Difference (c - f)	Class	(a) Land	(b) Improvement	(c) Total (a + b)	Class	(d) Land	(e) Improvement	(f) Total (d + e)	1 Res.	21,300	145,100	166,400	1 Res.	21,300	0	21,300	145,100									0									0									0									0	Total	21,300	145,100	166,400		21,300	0	21,300	145,100
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8	Select the appropriate statute and explanation why these taxes were rescinded or refunded. Statute no(s). 70.43 - Assessor correction of error Explanation: Assessment of building that did not exist Additional explanation: (If you need more space, include as an attachment) Improvement value was left on the assessment after the home was razed.																																																																														

9	Preparer name	Email
	Daytime phone	

ST VINCENT HOSPITAL
1841 GARY LN
GREEN BAY, WI 54307

Calculation for Real Estate - Assessed Value

FILING RECINDED/REFUNDED TAX IN 2024

ORIGINAL TAX BILL 2023

TAX ROLL YEAR 2023

PARCEL 6-2122

LAND	IMPROV	TOTAL ASSESSED VALUE	TAX RATE	TOTAL DUE	RATIO	ESTIMATED FAIR MARKET VALUE
21,300	145,100	166,400	19.34	\$3,218.00	0.9548	174,300
						TOTAL TAX
						\$3,217.95
Less first \$ Credit						\$ (74.35)
						\$3,143.60
						\$3,217.95
REVISED TAX BILL 2023						
LAND	IMPROV	TOTAL ASSESSED VALUE	TAX RATE	TOTAL DUE	RATIO	D FAIR MARKET VALUE
21,300	-	21,300	19.34	\$411.90	0.9548	22,300
						TOTAL TAX
						\$411.91
Less first \$ Credit						\$ (74.35)
						\$337.56
						\$411.91
REFUND OR RESCINDED						
LAND	IMPROV	TOTAL ASSESSED VALUE	TAX RATE	TOTAL DUE	RATIO	D FAIR MARKET VALUE
-	145,100	145,100	19.34	\$2,806.00	0.9548	152,000
						TOTAL TAX
						\$2,806.04
						\$ -
Amount City to refund						\$2,806.04
						\$2,806.04

**RESOLUTION AUTHORIZING CANCELLATION
OF 2023 REAL ESTATE PROPERTY TAXES**

December 3, 2024

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

That, pursuant to the recommendation of the Finance Committee at its meeting of November 26, 2024, the real estate property taxes for 2023 for the following parcel is hereby rescinded.

<u>Parcel</u>	<u>Amount</u>
6-2122	\$2,806.04
St. Vincent Hospital	
1841 Gary Lane	

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION AUTHORIZING
BUDGET AMENDMENT**

December 3, 2024

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

Pursuant to the recommendation of the Finance Committee at its meeting of November 26, 2024, the following 2024 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
Increase:	101300 50501	Police-Overtime	\$240,931.06
Increase:	101300 46223	Police Overtime Reimbursement	\$240,931.06

***This budget amendment is for 2024 unbudgeted overtime for staffing at the FBI and Internet Crimes Against Children Task Forces, Misc. Presidential Campaign Rallies, Milwaukee RNC Convention and unbudgeted special events such as Notre Dame Academy Football, HS Lunch Neighborhood Security-GB Schools, and Farmers Markets.*

Increase:	101400 50501	Fire-Overtime	\$16,020.11
Increase:	101400 46223	Fire Overtime Reimbursement	\$16,020.11

***This budget amendment is for 2024 unbudgeted overtime for staffing at events such as the UWGB Cross Country Event, UWGB Soccer Event, Misc. Presidential Campaign Rallies and Brown County Fire Investigation Task Force.*

Increase:	101400 50501	Fire-Overtime	\$29,452.50
Increase:	101400 43611	Fire-State Overtime Reimbursement	\$29,452.50

***This budget amendment is for 2024 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION AUTHORIZING CANCELLATION
OF 2016-2022 REAL ESTATE PROPERTY TAXES**

December 3, 2024

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

That, pursuant to the recommendation of the Finance Committee at its meeting of November 26, 2024, the real estate property taxes for 2016-2022 for the following parcel is hereby rescinded.

<u>Parcel</u>	<u>Amount</u>
7-1 Georgia Pacific Consumer Products 500 Day Street	\$279,882.76
1-1407 Georgia Pacific Consumer Products 1919 S Broadway	\$617,390.33

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 129 OAK GROVE AVENUE
(ZP 24-37)**

December 03, 2024

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

That, pursuant to Zoning Petition 24-37 and the recommendation of the Plan Commission on November 25, 2024, the City of Green Bay does authorize a Conditional Use Permit (CUP) for a single-family residence within an (OR) Office Residential District at 129 Oak Grove Avenue, submitted by Dennis and Cindy Scherer, applicants and property owners:

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.
TAX PARCEL NO. 21-2384*

Said conditional-use permit shall be granted subject to:

1. The Zoning designation of the property is changed to the Office Residential (OR) District as part of Zoning Petition 24-35 / Zoning Ordinance 25-24.
2. Compliance with the regulations of the Green Bay Municipal Code.

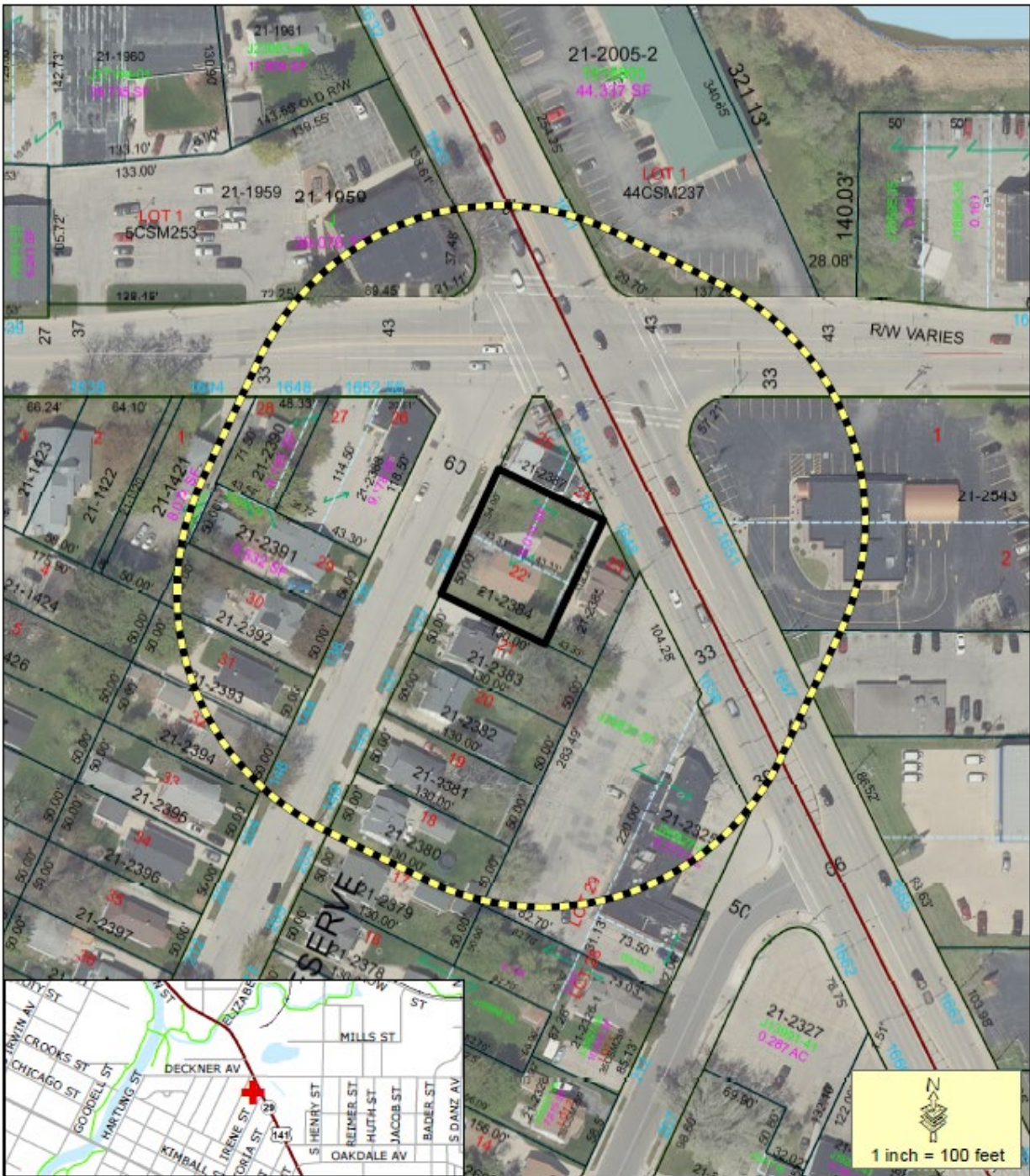
Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

db
Attachment: Map



- Proposed CUP
- 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 DB

Zoning Petition (ZP 24-37)
Proposed Conditional Use
Permit (CUP) at
129 Oak Grove Ave



**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 823 NEUFELD STREET
(ZP 24-44)**

December 3, 2024

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

That, pursuant to Zoning Petition 24-44 and the recommendation of the Plan Commission on November 25, 2024, the City of Green Bay does authorize a Conditional Use Permit (CUP) to allow for a five foot (5') by eighteen foot (18') covered front porch to extend three (3) feet into the front yard setback in a Low-Density Residential (R1) district on the following described property located at 823 Neufeld Street:

Part of Lot Twenty-seven (27), according to the recorded Plat of C.L.A. Tanks Subdivision of Private Claim 2-9, West side of Fox River, in the City of Green Bay, Brown County, Wisconsin, described as follows: Commencing at the intersection of Ridge Road and West Mason Street and running along the center of Ridge Road, South 26° West, 619.733 feet; thence North 64° West, 220 feet to the NW Corner of the property described in Volume 296 Deeds, Page 373, being the place of beginning of the property to be herein described; thence continuing North 64° West, 100 feet to the East line of Neufeld Street; thence South, along the East line of Neufeld Street, 65 feet; thence East and at right angles to Neufeld Street, 100 feet to the West line of the property described in Volume 296 Deeds, Page 373, 65 feet to the place of beginning.

Tax Parcel No. 6-160-1

Said CUP shall be granted subject to compliance with all other regulations of the Green Bay Municipal Code.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

sh:
Attachment – Map

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT ON PARTS OF 2425, 2415, AND 2405 W. MASON STREET
FRONTAGE ROAD
(ZP 24-47)**

December 3, 2024

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

That, pursuant to Zoning Petition 24-47 and the recommendation of the Plan Commission on November 25, 2024, the City of Green Bay does authorize a Conditional Use Permit (CUP) to allow for a surface parking lot in the Highway Commercial District (C2) zoning district located on parts of 2425, 2415, and 2405 W. Mason Street Frontage Road, described as follows:

LEGAL DESCRIPTION:

PART OF LOT 1, SOUTHWEST WOODS AND PART OF LOT 1, CERTIFIED SURVEY MAP NUMBER 9023, ALL LOCATED IN LOT 14, SECTION 29, TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, CERTIFIED SURVEY MAP #9023; THENCE 59.14 FEET ON THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS S73°37'54"E, 59.06 FEET ON THE SOUTH RIGHT OF WAY OF WEST MASON FRONTAGE ROAD; THENCE S00°16'57"E, 142.02 FEET; THENCE S89°26'03"W, 115.58 FEET; THENCE N00°16'57"W, 165.92 FEET TO SAID SOUTH RIGHT OF WAY; THENCE 59.43 FEET ON THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS S84°04'59"E, 59.35 FEET ON SAID SOUTH RIGHT OF WAY TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 18,220 SQUARE FEET (0.418 ACRES) OF LAND MORE OR LESS.

Said conditional-use permit shall be granted subject to:

1. Approval of ZP 24-46 Rezone Application.
2. Approval of CSM 24-17.
3. The CUP for a principal parking lot is valid for 2 years after City Council approval. A permitted principal use must be established within the 2 years or the paved parking area must be removed.
4. The parking lot complies with all aspects of the Green Bay Municipal Code.

Adopted _____

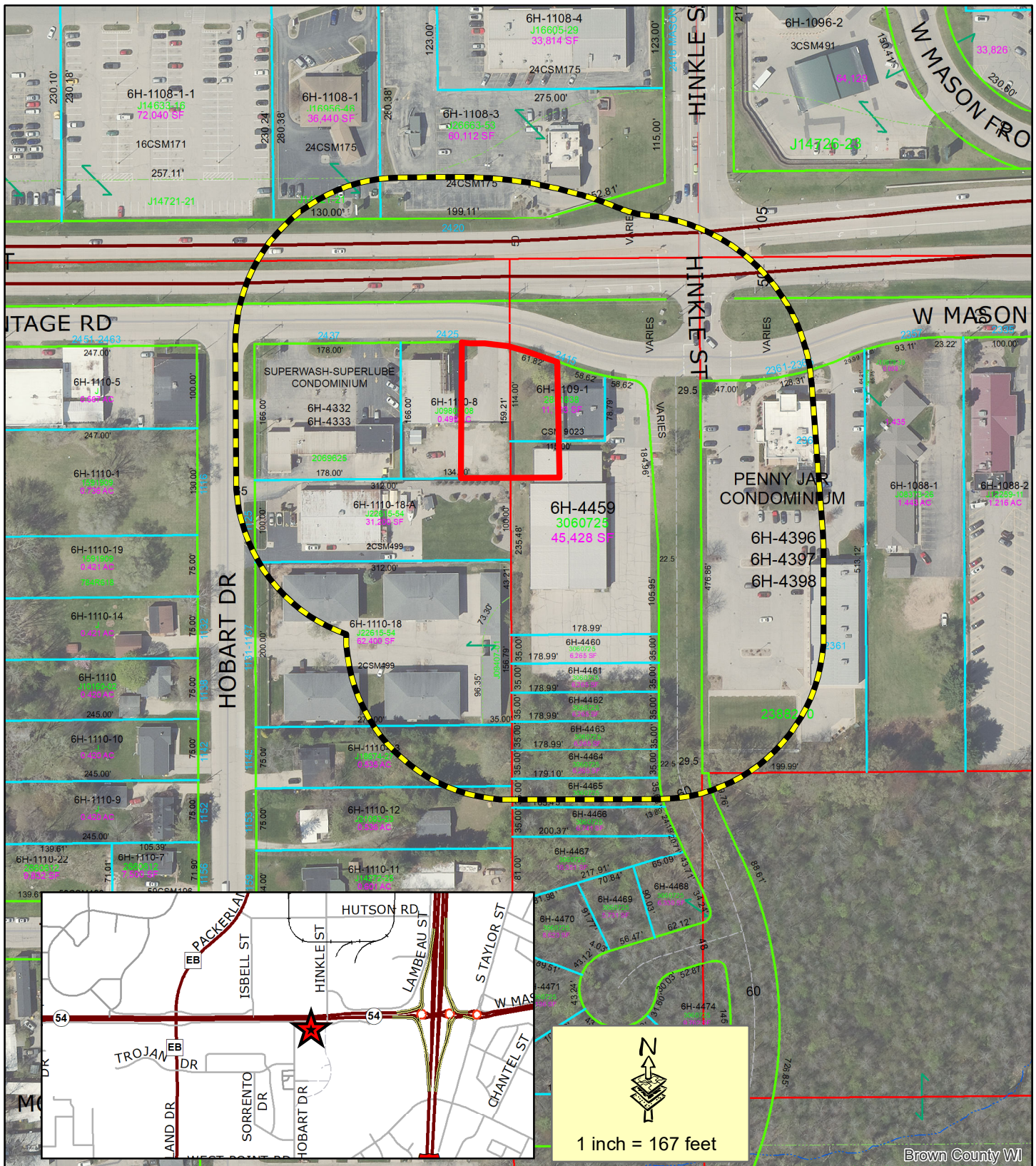
Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

dm:

Attachment – Map





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

MEETING DATE

December 3, 2024

PREPARED BY

AGENDA ITEM # X.I

General Ordinance 29-24

An amendment to Green Bay Municipal Code 40-139 relating to electric scooter regulations.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 29-24 Relating to Electric Scooter Regulations

GENERAL ORDINANCE NO. 29-24

**AN ORDINANCE
AMENDING SECTION 40-139,
GREEN BAY MUNICIPAL CODE,
RELATING TO ELECTRIC SCOOTER REGULATIONS**

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

SECTION 1. Section 40-139(a), Green Bay Municipal Code, is hereby amended to read:

Defined. Electric scooter means a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than ~~15~~ **20** miles per hour on paved level surface when powered solely by the electric motor.

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

12/03/2024

GENERAL ORDINANCE NO. 32-24

**AN ORDINANCE
AMENDING SECTION 40-71,
GREEN BAY MUNICIPAL CODE,
RELATING TO TRAFFIC REGULATIONS**

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

SECTION 1. Section 40-71, Green Bay Municipal Code, is hereby amended to establish the following 4-WAY STOP condition:

IRWIN AVENUE, at Eliza Street

SECTION 3. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 4. Effective date. This ordinance shall take effect on and after its passage and publication.

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

APPROVED:

Mayor

ATTEST:

City Clerk

SAP
12/3/2024

ZONING ORDINANCE NO. 26-24

**AN ORDINANCE
AMENDING A PLANNED UNIT DEVELOPMENT (PUD)
OVERLAY DISTRICT FOR PROPERTY LOCATED AT
216 SOUTH MILITARY AVENUE
(ZP 24-43)**

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:

Lot 1 of Volume 5 Certified Survey Maps, Page 177, Map Number 1366, Document Number 802454, being part of Private Claim 1 West and part of vacant strip in the City of Gren Bay, West Side of Fox River, Brown County, Wisconsin.

Tax Parcel: 6-266-E

Land Area: Comprises approximately 363,980 square feet / 8.356 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 purpose and intent of the amended Planned Unit Development (PUD) is to permit the current operations as a mix of commercial and light industrial uses. The following requirements are intended to allow for commercial redevelopment and expansion while minimizing impact on residential properties by providing appropriate buffering for limited light industrial use.
- B. Development Site. The area included within this PUD consists of all land included at 216 S Military Avenue. (Parcel 6-266-E) A PUD amendment shall be required for any future changes that do not comply with this PUD.

The site shall be denoted as three different use areas; Development Areas A, B, and C (As shown in Exhibit B)

Development Area A:

Frontage along Military Avenue, to depth of 200 feet off the Military Avenue right of way from the southern railroad property line, north to Leo Street. Depth is reduced to approximately 150 feet off the Military Avenue right of way for the southernmost 100 feet of the parcel to accommodate an existing 100 foot by 100 foot existing building.

Development Area B: The northernmost 157 feet of the property, with frontage to the east along Alfran Street and to the west along Randall Court.

Development Area C: Remaining acreage on the site, generally considered the southwestern portion of the parcel, including the existing building less the 100 foot by 100 foot annex which fronts Military Avenue.

C. Land Use Regulations. The principal and accessory land uses which may be established are as follows:

1. Development Area A:
 - a. All uses defined by General Commercial (C1) district
2. Development Area B:
 - a. All uses defined by General Commercial (C1) district, with the following auto-oriented primary uses:
 1. Auto rental
 2. Car wash
 3. Convenience store
 4. Fuel gas station
 5. Minor vehicle repair
 6. Major vehicle repair
 7. Drive through facility
3. Development Area C:
 - a. All uses defined by General Commercial (C1) district
 - b. Limited production and processing
 - c. Distribution of building materials and supplies
 - d. Contractor showroom
 - e. Training facilities to include fixture installation, case work mockups, shower mockups, stair mockups, and other similar training activities with classrooms and chairs.
 - f. Office space
 - g. Medical equipment service and repair
 - h. Storage of materials directly related to uses permitted within the PUD limited to the following:
 1. Flooring materials
 2. Flooring sundries
 3. Tools and equipment
 4. Acoustical ceiling tile and grid
 5. Shower doors and windows
 6. Wheelchairs
 7. Oxygen tanks
 8. Modular construction and pod assembly
 9. Furniture assembly
 10. Any other similar materials as submitted to the Zoning Administrator for approval by Zoning Administrator or their designee:

- i. Training facilities to include fixture installation, case work mockups, shower mockups, stair mockups, and other similar training activities with classrooms and chairs.
 - j. Any non (C1) General Commercial uses shall not be permitted within Development Area C after December 17, 2029.
- 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. Outdoor storage is not permitted. Outdoor display is not permitted in Development Area A or Development Area C.
- E. 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. Development Area A (For new or remodeled construction)
 - a. All bulk requirements as defined by General Commercial (C1) standards. Additional standards include the following:
 - b. One single garage door is permitted in the 100 foot by 100 foot existing building footprint. Said garage door must include fenestration which includes a man door entrance to the building for customers. Both the garage door and man door shall be designed with glass or a similar transparent material.
 - c. If a parking lot is constructed fronting the right of way, the parking lot buffer design area must be a minimum of 10 feet in width off of an adjacent right of way.
 - d. No outdoor storage or display is permitted.
 - 2. Development Area B (For new or remodeled construction)
 - a. If a new or reconstructed parking lot fronts Alfran Street, the parking lot buffer design area shall be a minimum of 10 feet in width.
 - b. No outdoor storage is permitted.
 - 3. Development Area C
 - a. Building footprint cannot exceed the existing conditions of the existing primary structure as of December 17, 2024 unless a new site plan is submitted to and approved by the Department of Community and Economic Development which meets the physical requirement standards of General Commercial (C1) district and all design requirements noted in this PUD.
 - b. No accessory structures are permitted.
 - c. No outdoor storage or display is permitted.
 - d. A single garage door is permitted on the eastern wall of the existing building facing Military Avenue. The eastern wall must include a landscape buffer which is a minimum of five (5) feet in

width and include the following design requirements:

1 A visual buffer shall be designed to create a 100% opaque barrier between Development Area A and C.

2 Said barrier can be a combination of a wall, fence (wooden or vinyl), earthen berm, and or vegetation. Said barrier shall be 6 feet in height

3 The linear length of the buffer must include a minimum of one tree for every 50 feet of linear length of the buffer and eight shrubs for every 50 linear feet of the buffer.

- e. Additional garage entrances may be installed along the eastern wall facing Military Avenue provided at least 65% of the overall linear frontage of Military Avenue has built building foot prints facilitating C1 uses from the southern property line northward to Leo Street. A landscape buffer between Development Area A and C may be removed if said minimum linear footprint requirement is satisfied.
- f. Existing legal non-conforming loading docks located on the north and west walls of the existing building can remain.
- g. Existing garage entries on the west wall of the building may remain. Additional garages can be built provided maintenance of an approved landscape buffer along Randall Street is built and maintained.
- h. No outdoor storage or display is permitted.

F. Architectural Design. All new or remodeled building elevations shall substantially comply with the following requirements:

- 1. Wall articulation. No wall that faces a street or connecting walkway shall have a blank, uninterrupted length exceeding thirty (30) feet without including at least one (1) of the following: change in plane, change in texture or masonry pattern, windows, or an equivalent element that subdivides the wall into human scale proportions.
- 2. Building materials. All building facades shall be designed with architecturally-finished materials. Durable materials, such as masonry or stucco, shall be used on all street-facing facades. All subsequent additions and outbuildings constructed after the erection of an original building or buildings shall be constructed of comparable materials and designed in a manner consistent with the original design, unless the entire building is being renovated.
- 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.

G. Lighting. Existing lighting is located on the site which remain as is until the time a new development occurs within Development Area A. At such time, lighting shall be regulated by Chapter 44, Article V, Division 8, Green Bay Municipal Code.

- 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 General Commercial Zoning District with the additional standards:
1. One (1) pole/pylon directory sign or one (1) monument directory sign is permitted to display the whole of the tenants within Development Area A, B, and C campus. The display of whole of tenants sign shall be located within Development Area A.
 2. Any tenant within Development Area A, B, or C may be a part of signage
 3. Freestanding signage to display the whole of tenants is limited to either one (1) pylon directory sign or one (1) monument directory sign.
 4. Either pole/pylon sign or monument sign must meet height and size standards of C1 Zoning District requirements.
 5. No wall, pole/pylon, or monument signage shall be permitted to face Randall Court
 6. An existing pylon sign located approximately 270 feet south of the Leo Street right of way may remain on site at its current height until such time a new construction development occurs with Development Area A. At such time, an approved site plan must include either removal or compliance Chapter 30, Green Bay Municipal Code or exceptions granted within this PUD. The existing pylon sign shall be removed before a new sign is permitted on site.
- 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. Existing parking is considered legal non-conforming. Any reconstruction shall meet standards set forth with Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code.
- J. Refuse and Mechanical Equipment. All refuse areas are to be enclosed 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. No refuse material containers shall be permitted between the front of a building and right of way with the exception of Randall Court.
- K. 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 with the following additional standards:
- a. Prior to the issuance of any building permits, detailed landscape plans shall be submitted and reviewed per Chapter 44, Article XIX, Division 5, Green Bay Municipal Code.
 - b. Within 6 months of approval of PUD by Common Council, Development Area C must be improved to meet standards of Article XIX, Division 5, Section 44-1964, Green Bay Municipal Code along the right of way adjacent to Randall

Court and separation of Development Area C from Development Areas A and B.

c. Development Area C: A landscape buffer which is a minimum of 5 feet in width is required east of the main building. Such buffer must include a combination of 1 tree for every 50 linear feet and 8 shrubs for every 50 linear feet.

d. A landscape buffer which is a minimum of 20 feet in width is required adjacent to Development Area B. 1 tree for every 50 linear feet and 8 shrubs for every 50 linear feet.

e. A landscape buffer which is a minimum of 25 feet in width (with the exception of the cul-de-sac bulb) adjacent to the westerly ROW along Randall Court. 1 tree for every 50 linear feet and 8 shrubs for every 50 linear feet.

f. A modified parking area to be built north of the 100 x 100 foot building which includes bookend curb and gutter landscaped islands will be installed. This addition of new parking will not trigger full bulk requirements for reconstruction of parking lot.

g. A landscape plan must be submitted and approved by the Department of Community and Economic Development. The final landscape plan shall be in the spirit of the conceptual landscape draft noted in Exhibit C.

- L. 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 General Commercial (C1). Prior to the issuance of any building permits, stormwater management plans, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City.

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

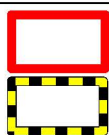
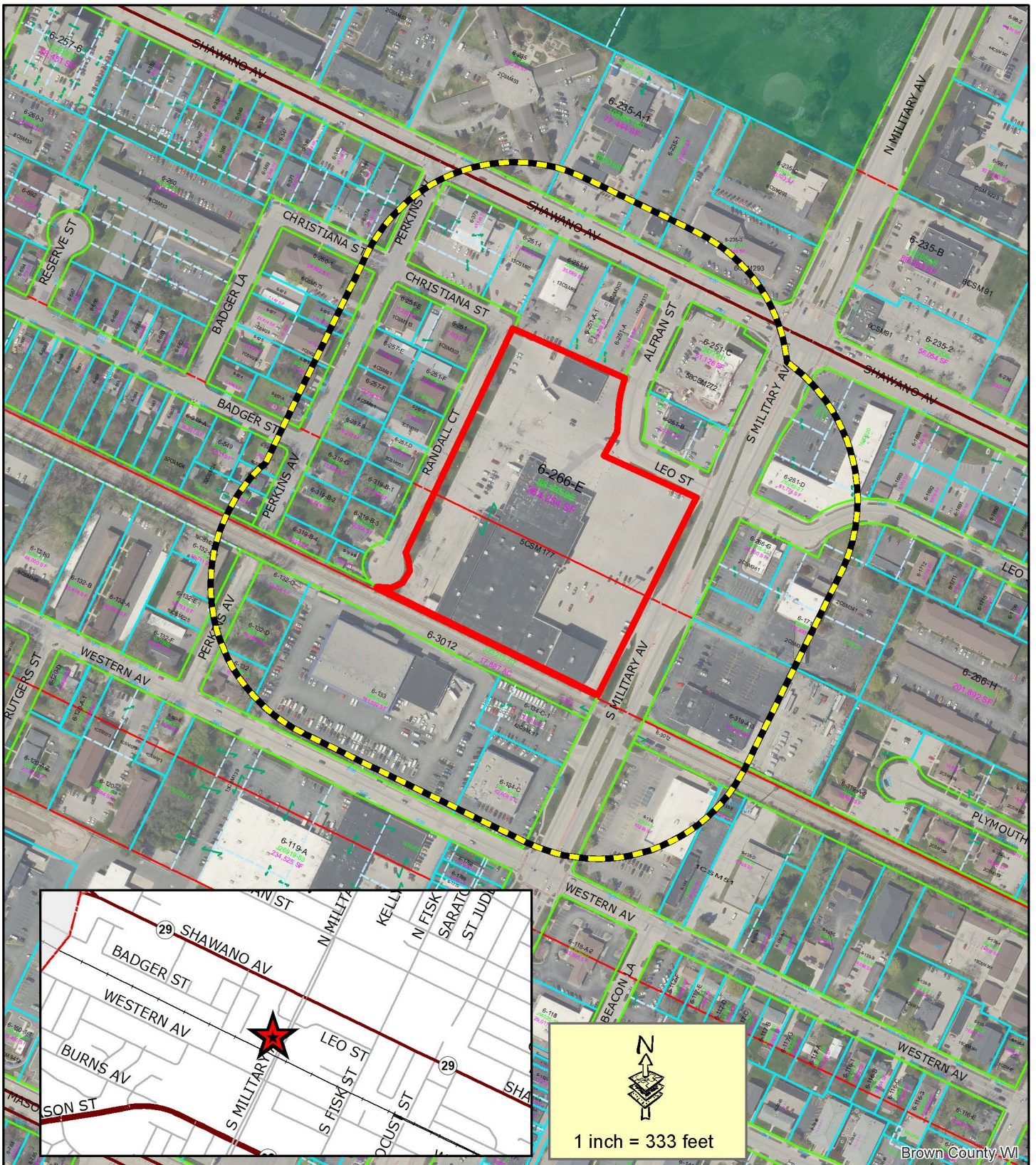
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Attachments:

Exhibit A - Location Map

Exhibit B – Development Area Map

Exhibit C – Conceptual Landscape Plan



Subject Area

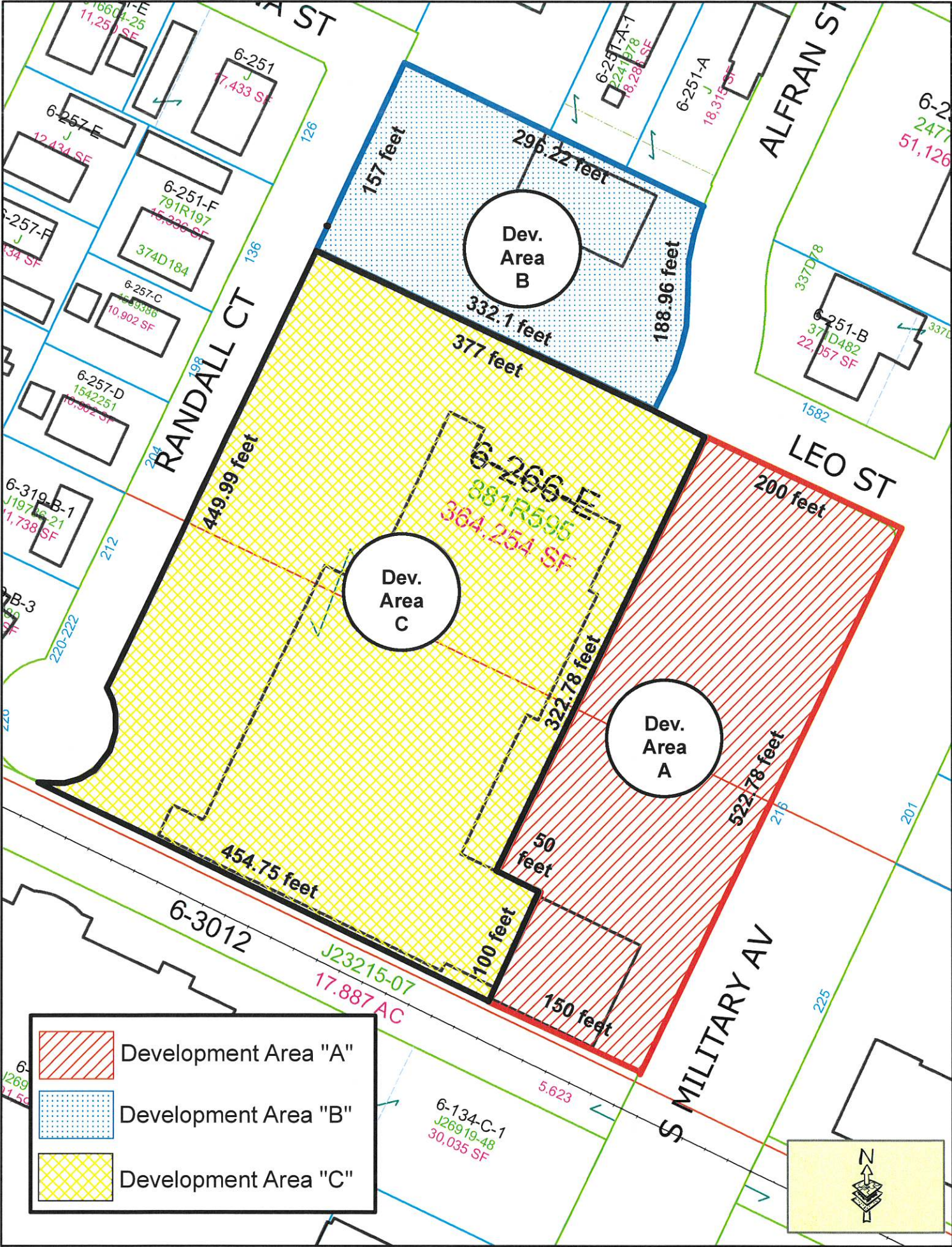
400' Property Owner Notice

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 DM.

Zoning Petition (ZP 24-43) **Planned Unit Development** **(PUD) Amendment** **at 216 S. Military Avenue**



Exhibit B - Development Area Map





CITY LANDSCAPE REQUIREMENTS

- 44 - 1964. - PERIMETER LANDSCAPE BUFFER REQUIREMENTS:**
- FOR NON-RESIDENTIAL OR MULTIFAMILY USES WHEN ADJACENT TO RESIDENTIALLY ZONED PROPERTY OR PROPERTY USED FOR RESIDENTIAL PURPOSES, BUFFERS SHALL BE AT LEAST 20 FEET WIDE. THE FOLLOWING BUFFERS SHALL BE AT LEAST 25 FEET WIDE:
BUFFERS FOR NON-RESIDENTIAL OR MULTIFAMILY BUILDINGS OF 25,000 SQUARE FEET OF FLOOR AREA OR MORE WHEN ADJACENT TO RESIDENTIALLY ZONED PROPERTY OR PROPERTY USED FOR RESIDENTIAL PURPOSES.
 - BUFFERS ALONG LOADING DOCKS, SERVICE AREAS, OR OUTDOOR MECHANICAL SYSTEMS WHEN ADJACENT TO RESIDENTIALLY ZONED PROPERTY OR PROPERTY USED FOR RESIDENTIAL PURPOSES.

44 - 1965. - INTERIOR PARKING LOT LANDSCAPING:

- **PLANTING AREA:**
AT LEAST TEN PERCENT OF THE INTERIOR AREA OF PARKING LOTS WITH 25 OR MORE PARKING SPACES AT THE MINIMUM RATE OF ONE TREE PER 15 SPACES. TREES REQUIRED TO BE PLANTED IN LANDSCAPE ISLANDS, LANDSCAPE MEDANS, AND PERIMETER AREAS SHALL COUNT TOWARD THIS REQUIREMENT.
- **LANDSCAPE ISLANDS:**
LANDSCAPE ISLANDS SHALL BE PROVIDED AT THE END OF EACH PARKING ROW AND WITHIN THE ROW OF PARKING SPACES SO THAT THERE ARE NO MORE THAN 15 CONSECUTIVE PARKING SPACES WITHOUT A LANDSCAPE ISLAND.
- **LANDSCAPE ISLANDS SHALL HAVE MINIMUM INTERIOR DIMENSIONS OF AT LEAST TEN FEET IN WIDTH AND 18 FEET IN LENGTH. DOUBLE ROWS OF PARKING SHALL PROVIDE PARKING LOT ISLANDS OPPOSITE ONE ANOTHER TO FORM CONTINUOUS DOUBLE ISLANDS.**
- **EACH LANDSCAPE ISLAND SHALL BE PLANTED WITH A MIX OF HERBACEOUS OR WOODY GROUND COVER, SHRUBS, MULCH, OR OTHER DECORATIVE GROUND COVER SUFFICIENT TO FULLY COVER THE GROUND SURFACE AND PREVENT THE GROWTH OF WEEDS.**
- **REQUIRED TREE PLANTINGS IN LANDSCAPE ISLANDS:**
A MINIMUM OF ONE CANOPY TREE SHALL BE PLANTED PER 180 SQUARE FEET OF LANDSCAPE ISLAND ON THE SITE.

44 - 1966. - PERIMETER PARKING LOT LANDSCAPING:

- A MINIMUM OF ONE CANOPY TREE AND FIVE SHRUBS PER 40' LINEAL FEET SHALL BE PLANTED WITHIN THE PERIMETER PARKING LOT LANDSCAPE AREA.

44 - 1967. - BUILDING FOUNDATION LANDSCAPING:

- FOUNDATION PLANTINGS SHALL INCLUDE TREES PLANTED AT THE RATE OF ONE TREE PER 50' LINEAL FEET OF BUILDING FACADE, AND MAY ALSO INCLUDE SHRUBS, HERBACEOUS PERENNIALS, BIORETENTION OR RAIN GARDEN PLANTINGS, AND GROUNDCOVER. TREE PLANTING REQUIREMENTS MAY BE VARIED, OR REQUIRED TREES LOCATED ON ANOTHER PORTION OF THE SITE, IF A MINIMUM DISTANCE OF FIVE FEET FROM THE BUILDING CANNOT BE MAINTAINED.

44 - 1968. - PLANT MATERIAL:

- **PLANT SPECIES MIX** - WHERE 20 OR MORE TREES ARE PROPOSED, AT LEAST THREE SPECIES OF TREE SHALL BE UTILIZED, AND NO SINGLE SPECIES OF TREE SHALL MAKE UP MORE THAN 50 PERCENT OF THE TOTAL TREE PLANTINGS FOR THE PROPERTY. WHERE 30 OR MORE SHRUBS ARE PROPOSED, NO SINGLE SPECIES OF SHRUB SHALL COMPRISE MORE THAN ONE THIRD OF SHRUB PLANTINGS.
- **MINIMUM PLANT MATERIAL SIZES:**
 - DECIDUOUS TREES - TWO-INCH CALIPER (MINIMUM REQUIRED SIZE AT TIME OF PLANTING);
 - ORNAMENTAL DECIDUOUS TREES - ONE AND ONE-HALF-INCH CALIPER (MINIMUM REQUIRED SIZE AT TIME OF PLANTING);
 - EVERGREEN TREES - SIX FEET IN HEIGHT (MINIMUM REQUIRED SIZE AT TIME OF PLANTING);
 - SHRUBS - FIVE-GALLON CONTAINER SIZE (MINIMUM REQUIRED SIZE AT TIME OF PLANTING);

STREET FRONTAGE TREE REQUIREMENTS				
STREET	LINEAL FEET	REQUIRED	EXISTING	PROPOSED
LEO STREET	40'-0"	1	0	1
MILITARY AVENUE	205'-0"	6	0	6
RANDALL COURT	690'-0"	18	4	21
TOTAL	-	27	4	28

STREET FRONTAGE SHRUB REQUIREMENTS				
STREET	LINEAL FEET	REQUIRED	EXISTING	PROPOSED
LEO STREET	40'-0"	5		48
MILITARY AVENUE	205'-0"	26		28
RANDALL COURT	690'-0"	87		122
TOTAL	-	118		198

BUILDING FOUNDATION TREE REQUIREMENTS			
LINEAL FEET FACING MILITARY AVENUE	REQUIRED TREES	PROPOSED TREES	
505'-0"	11		11

CONCEPT PLANT SCHEDULE

	OVERSTORY DECIDUOUS TREE	29
	ORNAMENTAL DECIDUOUS TREE	13
	EVERGREEN TREE	9
	EXISTING TREES	4
	MEDIUM DECIDUOUS SHRUB	173
	PERENNIAL GRASS	156

ZONING ORDINANCE NO. 27-24

AN ORDINANCE REZONING PROPERTY LOCATED AT THE 1600 BLOCK OF AMY STREET, KNOWN AS PARCEL #21-1336-8, FROM LOW-DENSITY RESIDENTIAL (R-1) TO MEDIUM-DENSITY RESIDENTIAL (R-2) (ZP 24-42)

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 from Low-Density Residential (R-1) to medium-Density Residential (R-2):

PART OF LOTS 18 AND 19, ACCORDING TO THE RECORDED PLAT OF ASTOR'S SUBDIVISION OF PRIVATE CLAIMS 3-7, EAST SIDE OF THE FOX RIVER, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 24 NORTH, RANGE 21 EAST; THENCE NORTH 89°40'18" WEST 927.16 FEET ALONG THE NORTH LINE OF SECTION 5; THENCE SOUTH 26°18'27" WEST 3219.19 FEET TO THE NORTHEAST CORNER OF LOT 18, ASTOR'S SUBDIVISION OF PRIVATE CLAIMS 3-7, SAID POINT BEING 3.00 FEET NORTHEAST OF THE CUTRRENT SOUTH LINE OF CASS STREET; THENCE CONTINUING SOUTH 26°18'27" WEST 153.66 FEET TO THE EXISTING 1 INCH IRON PIPE; THENCE SOUTH 26°08'26" WEST 86.34 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN DOC. NO. 1620886 AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 26°08'26" WEST 599.93 FEET TO AN EXISTING 8/8 INCH BAR AT T HE NORTHWEST CORNER OF LANDS DECRIBED IN DOC. NO. 1621550; THENCE SOUTH 63°31'55" EAST 331.40 FEET ALONG NORTH LINE OF SAID DESCRIBED LANDS TO AN EXISTING 5/8 INCH BAR AT THE NORTHEAST CORNER THEREOF ON THE WEST LINE OF VICTORIA STREET; THENCE SOUTH 26°09'46" WEST 96.16 FEET ALONG THE WEST LINE OF VICTORIA STREET TO A POINT OF CURVE; THENCE 18.78 FEET ALONG THE ARC OF A 12 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 70°59'05" WEST 16.92 FEET TO THE NOTH LINE OF AMY STREET; THENCE NORTH 64°11'35" WEST 0.71 FEET ALONG THE NORTH LINE OF AMY STREET TO A POINT OF CURVE MARKED BY AN EXISTING 1 INCH IRON PIPE; THENCE CONTINUING ALONG THE NORTH LINE OF AMY STREET 132.50 FEET ALONG THE ARC OF 230.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 80°41'49" WEST 130.68 FEET TO A POINT OF REVERSE CURVE MARKED BY AN EXISTING 1 INCH IRON PIPE; THENCE CONTINUING ALONG THE NORTH LINE OF AMY STREET 100.00 FEET ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 80°20'54" WEST 98.57 FEET TO THE POINT OF TANGENCY; THENCE CONTINUING ALONG THE NORTH LINE OF AMY STREET NORTH 63°29'46" WEST 229.93 FEET TO THE SOUTHWEST CORNER OF LANDS DECRIBED IN DOC. NO. 1620886 MARKED BY AN EXISTING ¾ INCH IRON PIPE; THENCE NORTH 26°16'39" EAST 628.72 FEET ALONG THE WEST LINE OF SAID DESCRIBED LANDS TO AN EXISTING 2 INCH IRON PIPE, ALSO BEING THE NORTHEAST CORNER OF LOT 2, PLAT OF BLACK WALNUT GROVE; THENCE NORTH 26°07'16" EAST 60.00 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN DOC. NO. 1620886 MARKED BY AN EXISTING 2 INCH IRON PIPE; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 1, BLACK WALNUT GROVE; THENCE SOUTH 63°32'50" EAST . PARALLEL TO THE SOUTH LINE OF CASS STREET, 129.31 FEET TI TE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DESCRIBED IN JACKET 13415 RECORDS, IMAGE 11.

ZONING ORDINANCE NO. 27-24

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:

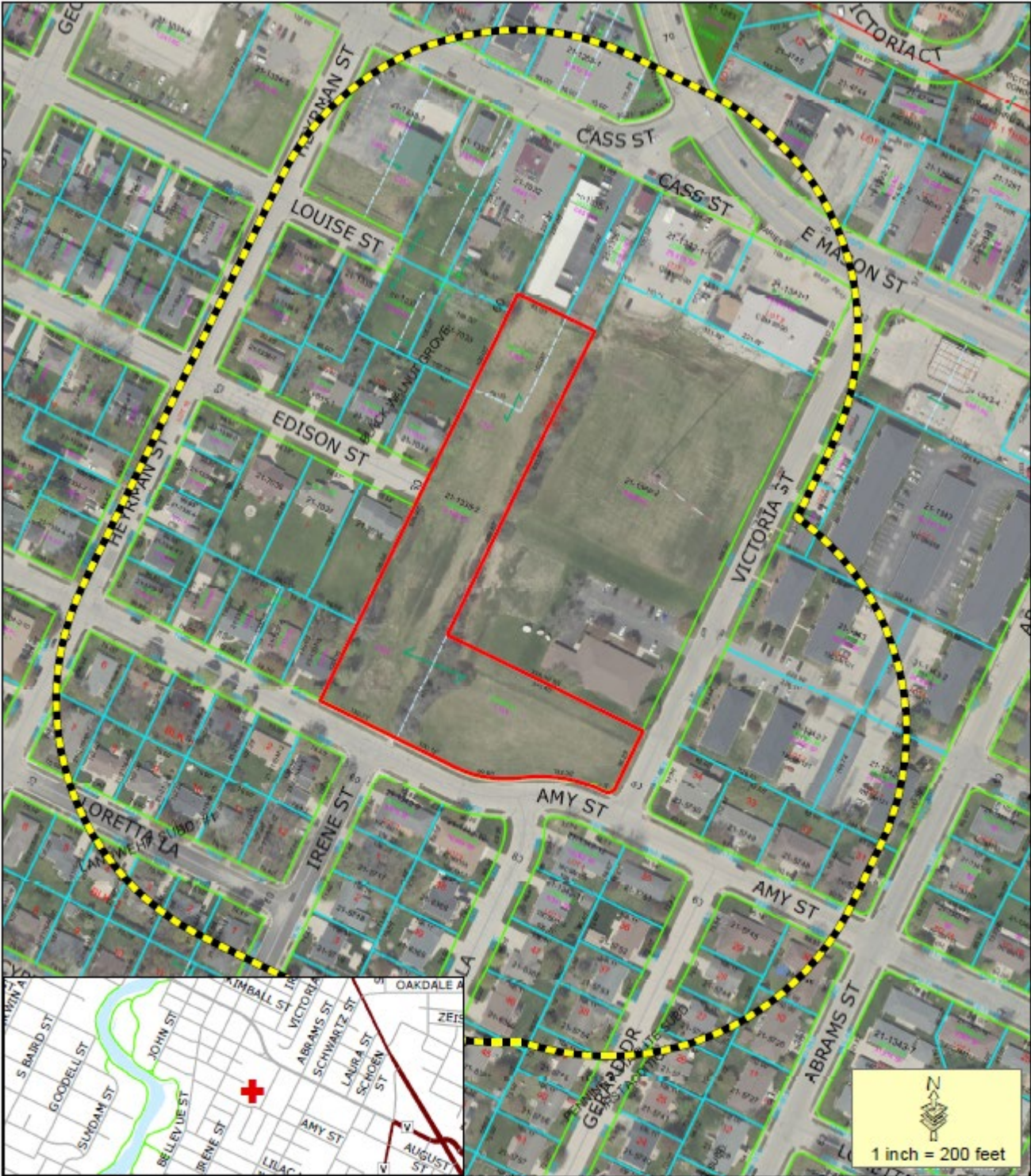
Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

db:

Attachment – Location Map



-  Proposed Zone Change
-  400' Property Owner Notice

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Map prepared by DB

Zoning Petition 24-42
Proposed Zone Change from
R-1 Low Density Residential District to
R-2 Medium Density Residential District
at 1600 Block of Amy Street



ZONING ORDINANCE NO. 28-24

**AN ORDINANCE AMENDING THE
SOUTHWEST WOODS SUBDIVISION
PLANNED UNIT DEVELOPMENT DISTRICT
(ZP 24-45)**

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 establishing a Planned Unit Development District on the following described property (as shown on Exhibit A - Location Map):

2405 W. Mason Street, Parcel number 6H-4459: Part of Lot 1, Southwest Woods, located in Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, Brown County, Wisconsin more fully described as follows:

Beginning at the southwest corner of said Lot 1; thence N00°16'57"W, 190.26 feet on the west line of said Lot 1; thence N89°26'03"E, 137.58 feet; thence N00°16'57"W, 119.36 feet to the south right of way of West Mason Frontage Road; thence 10.84 feet on the arc of a 325.00 foot radius curve to the left, having a long chord which bears S83°16'41.5"E, 10.83 feet on said south right of way; thence 27.92 feet on the arc of a 20.00 foot radius curve to the right, having a long chord which bears S44°14'36.5"E, 25.71 feet on said south right of way to the west right of way of Hinkle Street; thence S04°15'13"E, 184.96 feet on said west right of way; thence S00°16'57"E, 105.95 feet on said west right of way to the southeast corner of said Lot 1; thence S89°43'03"W, 178.99 feet on the south line of said Lot 1 to the Point of Beginning.

Said parcel contains 37,522 Square Feet (0.861 Acres) of land more or less.

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

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

Commencing at the Southwest corner of Section 28, Township 24 North, Range 20 East; thence North 0°28'07" West, 1319.89 feet along the West line of said Section 28, to the point of beginning; thence North 1° 09'07" West, 692.59 feet along said West line; thence North 88° 42'50" East, 1169.26 feet along the North line of Lot 7; thence South 1° 16'50" East, 893.50 feet to the North line of Beaver Dam Creek Conservancy Area; thence South

41° 38'48" West, 205.37 feet along said Conservancy; thence 462.67 feet along the arc of a 1659.12 foot radius curve to the right whose long chord bears South 49° 44'04" West, 461.17 feet along said Conservancy; thence North 34° 00'47" West, 179.59 feet; thence 289.27 feet along the arc of a 495.00 foot radius curve to the right whose long chord bears North 17° 14'27" West, 285.18 feet; thence North 0° 28'07" West, 214.66 feet; thence South 88° 52'53" West, 500.00 feet to the point of beginning. Area contains 722,094 square feet / 16.577 acres more or less.

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

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

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 Planned Unit Development (PUD) is being utilized to permit the development of an innovative new low-density residential subdivision that includes a mix of small lot single-family home lots and a group of two-family townhomes housing types. The PUD also includes a significant expansion of Beaver Dam Park. This project will incorporate six primary elements:
1. Commercial redevelopment opportunity consisting of lot reconfiguration on the existing commercial property at 2405 W Mason St. helping to facilitate a shift from the existing light industrial uses to commercial use.
 2. Townhome development block consisting of four two-unit multi-story townhomes directly accessing Hinkle Street, as extended.
 3. A small lot single-family subdivision consisting of seven single-family parcels situated around a new cul-de-sac (Southwest Vie Ct) that connects to Hinkle Street, as extended.
 4. Park expansion of Beaver Dam Park through the dedication of approximately 20 acres of land area to the west of Hinkle Street, as

- extended and north and east of the existing Beaver Dam Park.
5. Future development area of approximately 4.5 acres along the east side of Hinkle Street directly across from the single-family subdivision. It is currently unknown what type of development will be proposed for this area so it shall be treated as a low-density detached single-family subdivision are however it is expected that the PUD will need to be amended to facilitate the future development.
 6. Single or two-family area with access off of Hinkle Street, as extended.
- B. DEVELOPMENT AREAS. The approximately 27.5 acres of the project area can be broken into a public community asset site, commercial redevelopment site, three residential development areas, and future development area as illustrated in Exhibit B – Development Areas. Each development area will have distinct permitted uses and other land-use/dimensional regulations as outlined within this PUD.
- C. LAND-USE. The principal and accessory land uses which may be established and/or maintained on the subject property are as follows:
1. Commercial Redevelopment Site. Permitted and conditional uses within the commercial redevelopment site as identified in Exhibit B – Development Areas are those identified within Green Bay Municipal Code, Chapter 44, Article VIII – Commercial Districts as a General Commercial (C-1) District.
 2. Townhome development block. The following uses shall be permitted within the townhome development block as identified in Exhibit B – Development Areas:
 - a. Single-family attached dwellings, townhouses.
 - b. Two-Family dwellings, semi-detached.
 - c. Live-work units.
 - d. Short-term rentals.
 - e. Community living arrangements serving 4-8 persons.
 - f. Family daycare homes, serving 8 or fewer children.
 3. Single-family subdivision. The following uses shall be permitted within single-family subdivision as identified in Exhibit B – Development Areas:
 - a. Single-family detached dwellings.
 - b. Live-work unit.
 - c. Short-term rentals.
 - d. Community living arrangements serving 4-8 persons.
 - e. Family daycare home, serving 8 or fewer children.
 4. Beaver Dam Park Expansion. Permitted and conditional uses within the park expansion area are those identified within Green Bay Municipal

Code, Chapter 44, Article X – Public Institutional District (PI) as identified in Exhibit B – Development Areas.

5. Future Development Area. The following uses shall be permitted within the area set aside for future development as identified in Exhibit B – Development Areas:
 - a. Single-family detached dwellings.
 - b. Live-work unit.
 - c. Short-term rentals.
 - d. Community living arrangements serving 4-8 persons.
 - e. Family daycare home, serving 8 or fewer children.
6. Single or Two-Family Area. The following uses shall be permitted within single or two-family area as identified in Exhibit B-Development Areas:
 - a. Single-family detached dwellings.
 - b. Two-Family dwellings, duplex.
 - c. Two-Family dwellings, semi-detached.
 - d. Short-term rentals.
 - e. Community living arrangements serving 4-8 persons.
 - f. Family daycare homes, servicing 8 or fewer children.

D. DIMENSIONAL AND AREA REQUIREMENTS. Dimensional and area requirements shall meet the following regulations:

1. Lot Width and Area. The minimum lot width and lot area shall be regulated by use.
 - a. Commercial uses: minimum lot width of 100 feet with minimum lot area of 10,000 square feet.
 - b. Single or two-family, attached dwellings/townhomes: minimum lot width of 35 feet per unit with minimum lot area of 6,000 square feet per unit.
 - i. Exception for proposed Lot 8, which is permitted to have a minimum frontage of 20 feet.
 - c. Single-family dwellings, detached: minimum lot width of 43 feet with minimum lot area of 5,700 square feet.
 - d. Two-family dwellings - duplex: minimum lot width of 45 feet with minimum lot area of 5,000 square feet.
 - e. Two-family dwellings - semi-detached: minimum lot width of 30 feet per unit with minimum lot area of 4,000 square feet per unit.
 - f. Park Expansion: minimum lot width of 80 feet with minimum lot area of 10,000 square feet.
 - g. Future development Area: Lot width and area shall be regulated as set forth in this PUD as the detached single-family dwelling use in Section 2.D.1.c, above.

2. Setbacks. Setbacks are established by Development Area and uses, as depicted in Exhibit B - Development Areas.
 - a. Commercial Redevelopment Site
 - (1) Front yard setback (along W Mason St and Hinkle St extended):
There shall be no minimum setback required for yards fronting the public right-of-way however each frontage that does not provide a minimum of 10 feet of setback shall provide aesthetic treatment the entire length of the street frontage as regulated in subsection 2.I of this ordinance.
 - (2) Rear yard setback (west property line): Minimum rear yard setback is fifteen (15) feet.
 - (3) Side yard setback, (south property line): There shall be no minimum setback required for the south side yard however the entire length of the south property line will include a minimum of a 6-foot-tall solid fence or wall made of masonry, vinyl, painted wood or other material deemed appropriate by the Zoning Administrator.
 - (4) Accessory structures: Accessory structures shall not be permitted between the principal structure's façade and any public right-of-way.
 - b. Townhome Development Block
 - (1) Front yard setback: Minimum setback required for yards fronting the public right-of-way is 25 feet.
 - (2) Rear yard setback: Minimum rear yard setback is 25 feet.
 - (3) Side yard setback: Minimum side yard setback is 5 feet.
 - i. Side yard setbacks shall apply only to the ends of single-family attached dwellings.
 - ii. There shall be provided a "no-build" and "access easement" within the 5-foot setback to provide for the maintenance of the structures.
 - (4) Accessory structures: Accessory structures shall not be permitted between the principal structures façade and the public right-of-way. Minimum rear and side yard setbacks is 2.5 feet.
 - c. Single-Family Subdivision
 - (1) Front yard setback: Minimum setback required for yards fronting the public right-of-way is 12 feet.
 - (2) Rear yard setback: Minimum rear yard setback is 10 feet. Additionally, lots with double frontage on Southwest Vie Ct and Hinkle Street shall provide buffer/screening element the entire length of their lots individual Hinkle street frontage as regulated in subsection 2.I of this ordinance.
 - (3) Side yard setback: Minimum side yard setback is 6 feet.
 - i. There shall be provided a "no-build" and "access easement" within the 5-foot setback to provide for the maintenance of the structures.

- (4) Setbacks for accessory structures: Accessory structures shall not be permitted between the principal structure's façade and the public right-of-way. Minimum rear yard setback is 4 feet and minimum side yard setbacks is 2.5 feet.
- d. Beaver Dam Park Expansion. Setbacks within the park expansion area are those identified within Green Bay Municipal Code, Chapter 44, Article X – Public Institutional District (PI).
- e. Future Development Area. Setbacks within the future development area are regulated as set forth in this PUD as the detached single-family dwelling use in Section 2.D.2.c, above.
- f. Single or Two-Family Area.
 - (1) Front yard setback: Minimum setback required for yards fronting the public right-of-way is 12 feet.
 - i. Bellwood Lane right-of-way shall be considered a side yard, not a front yard.
 - (2) Rear yard setback: Minimum rear yard setback is 10 feet.
 - (3) Side yard setback: Minimum side yard setback is 6 feet.
 - i. Setback from Bellwood Lane right-of-way is a minimum of 6 feet.
- 3. Height. Maximum building heights shall be regulated by use.
 - a. Structures associated with commercial uses: maximum height is 40 feet or 3 stories, whichever is less.
 - b. Single-family dwellings, two-family dwellings - duplexes, two-family dwellings, semi-detached: maximum height is 35 feet or 2.5 stories, whichever is less.
 - c. Single or two-family, attached dwellings/townhomes: maximum height is 40 feet or 3 stories, whichever is less.
 - d. Structures associated with park uses: maximum height is 40 feet or 3 stories, whichever is less.
- 4. Impervious Surface. Maximum impervious surface coverage shall be regulated by use.
 - a. Commercial redevelopment area: maximum impervious surface including all buildings, drives, walks, etc. is 80% of lot area.
 - b. Single-family dwellings, two-family dwellings - duplexes, two-family dwellings, semi-detached: maximum impervious surface including all buildings, drives, walks, etc. is 60% of lot area.
 - c. Single or two-family, attached dwellings/townhomes: maximum impervious surface including all buildings, drives, walks, etc. is 70% of lot area.
 - d. Park expansion area: maximum impervious surface including all buildings, drives, walks, etc. is 50% of lot area.

E. STORM WATER MANAGEMENT AND GRADING PLAN. A storm water management and grading plan meeting the standards established by the Department of Public Works, Brown County, and the State of Wisconsin

shall be submitted to and approved by the City prior to the issuance of building permits.

1. The storm water management and grading plan shall be comprehensive and take into account expected build-out of the entire PUD area as depicted on Exhibit A – Location Map.
 - a. With approval of the Department of Public Works, this requirement may be adjusted to address only storm water management needs of the specific Development Area for which development is proposed, as depicted on Exhibit B – Development Areas.
2. Stormwater management facilities should function not only as a utility but also as an integral site amenity.
 - a. Green infrastructure and sustainable stormwater management practices are encouraged to be utilized throughout the site.
 - b. Traditional stormwater facilities shall be designed with landscaping providing human-scale interest and incorporating native plant species where possible.

F. SIGNAGE. Signage throughout the PUD area shall be regulated as follows:

1. Signage for Commercial Redevelopment site shall be regulated as the General Commercial (C1) District per the Green Bay Municipal Code, Chapter 30, Article II.
2. Signage for single-family dwellings, detached and Single or two-family, attached dwellings/townhomes shall be regulated as the R-1 Low Density District per the Green Bay Municipal Code, Chapter 30, Article II.
3. Signage for the park expansion area shall be regulated as the Public Institutional (PI) District per the Green Bay Municipal Code, Chapter 30, Article II

G. REFUSE AND MECHANICALS. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX, Division 3, Section 44-1917.

H. ACCESS AND PARKING. Parking requirements shall be regulated by use:

1. Commercial Redevelopment: regulated by specific use per the Green Bay Municipal Code, Chapter 44, Article VIII.
2. Single-family dwellings, detached and single or two-family, attached dwellings/townhomes: two (2) spaces per dwelling unit, of which one (1) space per unit must be an enclosed (garage) space.
3. Park expansion area: To be determined by Zoning Administrator based on a parking study.

H. LIGHTING. Lighting throughout the PUD area shall meet the standards as

set forth within the Green Bay Municipal Code, Chapter 44, Article V, Division 8.

- I. LANDSCAPING. Landscaping throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX, Division 5 with the following additions:
 1. Detached single-family dwelling lots that are fronted on both Southwest Vie Ct and Hinkle St shall include buffer/screening in the form of a berm of no less than 3 feet high with vegetation that will grow to a minimum of 5 feet in height and be 90% impervious to site when matured. Said buffer/screening shall be maintained in perpetuity. Fences shall not be permitted adjacent the Hinkle Street right-of-way.
 2. In lieu of setbacks and in an effort to establish a street frontage separation and aesthetic pleasing commercial environment, the Commercial Redevelopment Site shall include a low-level decorative street treatment along all street frontages such as a decorative wrought iron fence, masonry wall, hedge row, etc. found to be acceptable to the Zoning Administrator.
- J. ACCESS AND CIRCULATION. Access and circulation for automobile and pedestrian traffic shall be established in substantial conformity with Exhibit C – Circulation Plan.
 1. Roadway area identified as “Southwest Vie Court” shall be dedicated to the public and shall include trail system or carriage walk (walk immediately adjacent the roadway surface) that provides access to each home site.
 2. Roadway areas identified as “Hinkle Street” shall be dedicated to the public as street right-of-way and shall include sidewalk connection on at least one side of the roadway and connect the West Mason Street Frontage Road to Hinkle Street.

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

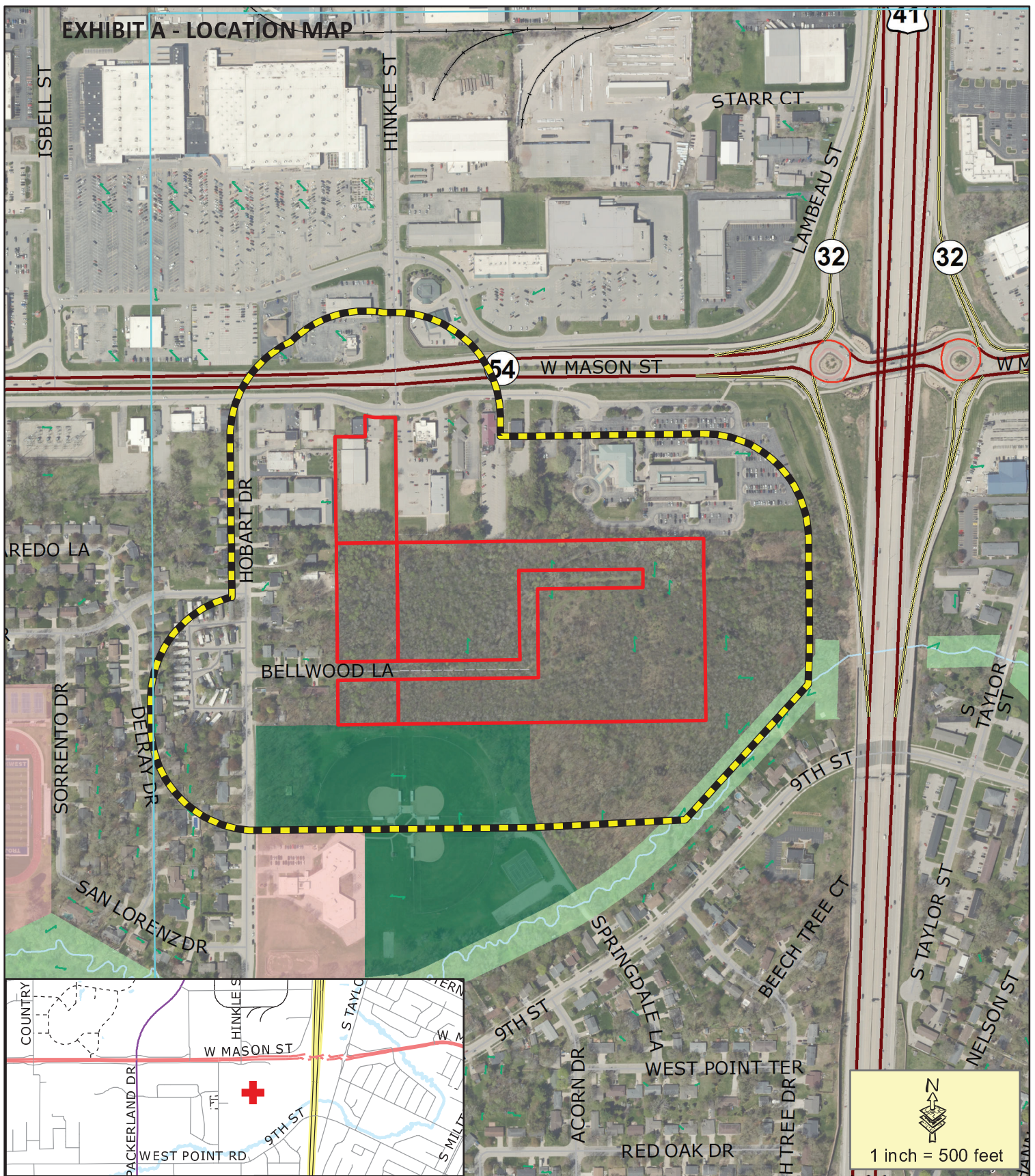
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Attachments:

Exhibit A - Location Map

Exhibit B - Development Areas

Exhibit C – Circulation Plan



- Proposed PUD
- 400' Property Notice Area

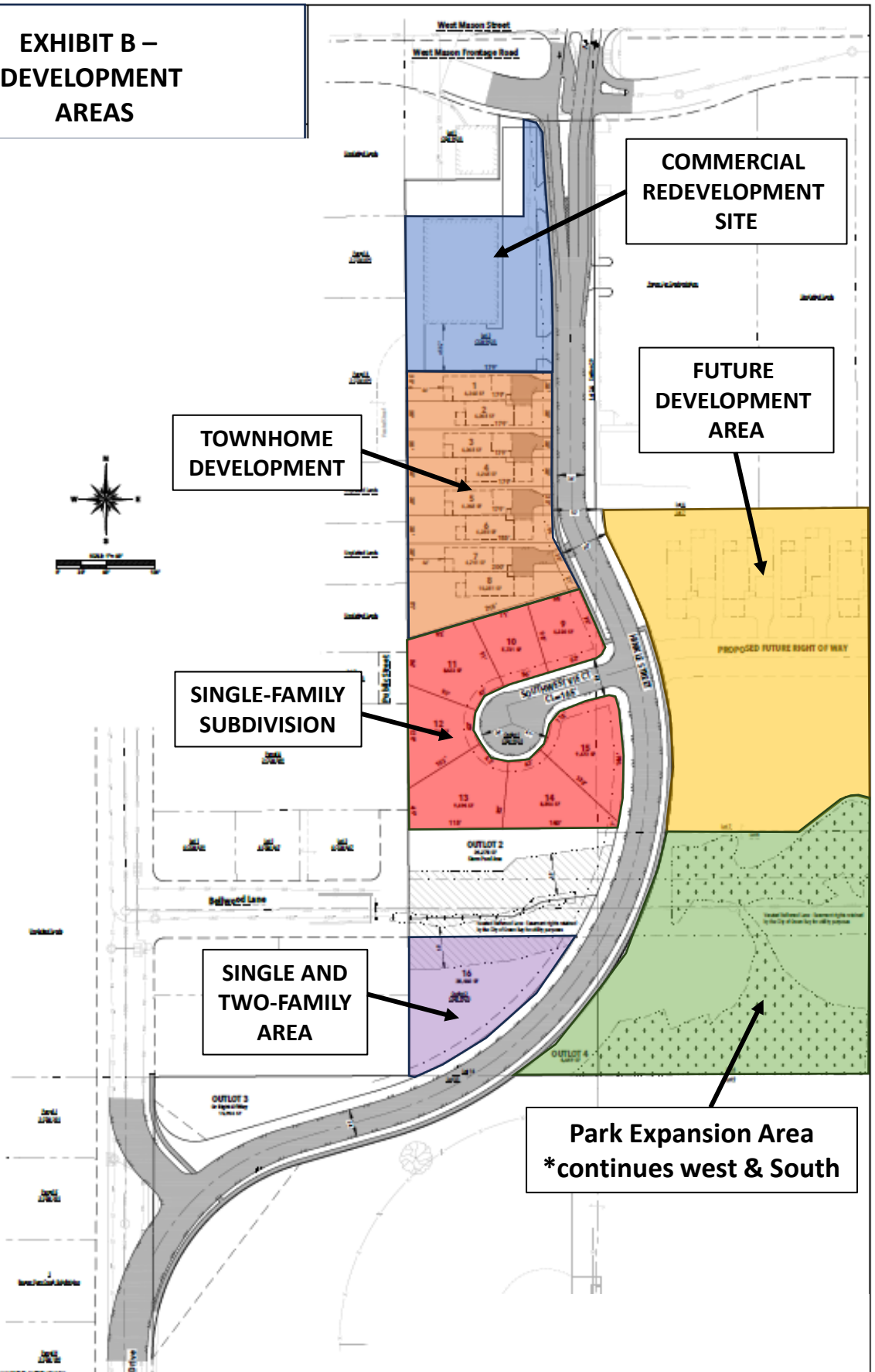
This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
Map prepared by DB

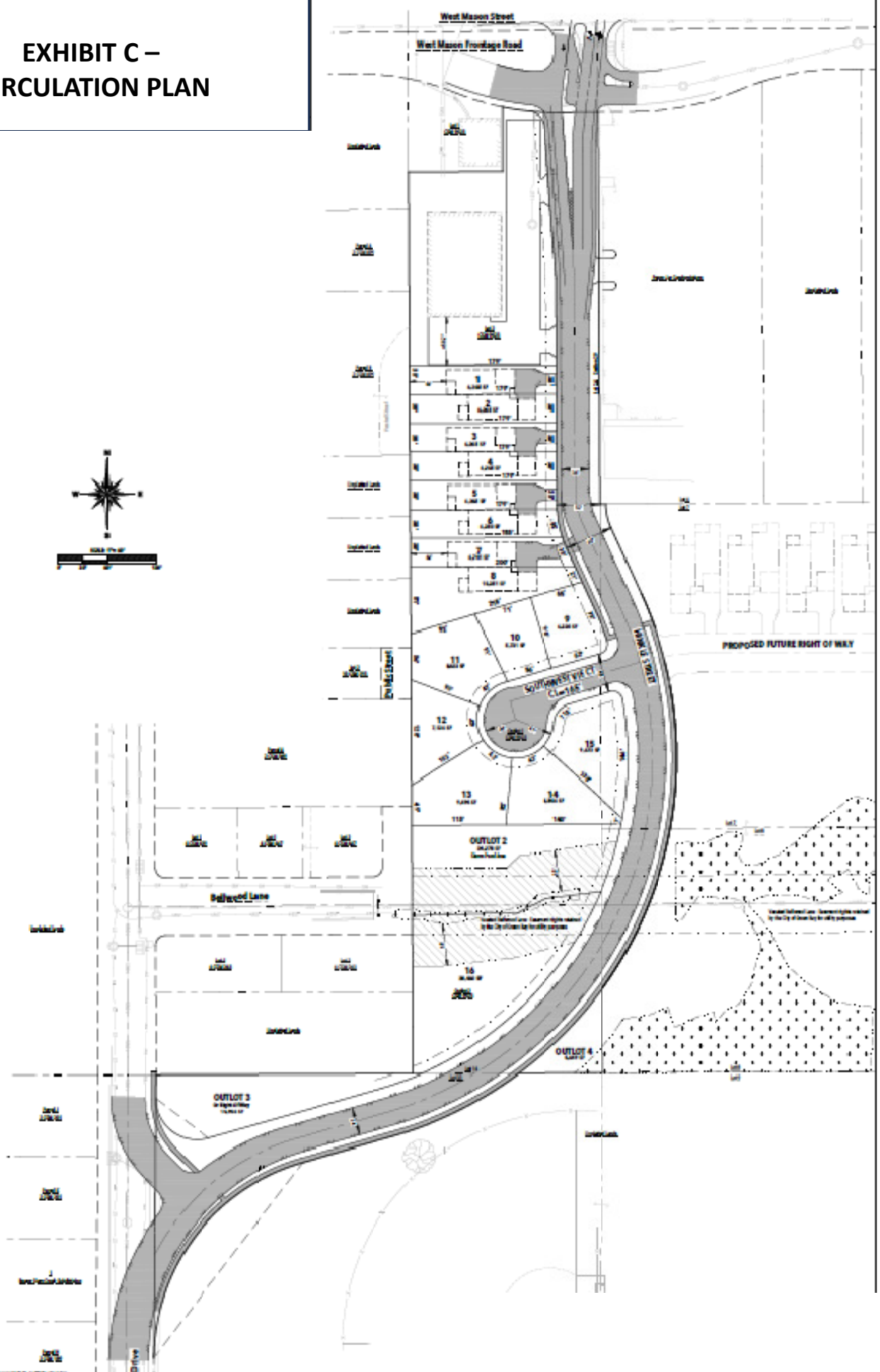
Zoning Petition (ZP 23-38)

Proposed PUD including and south of the intersection of West Mason St and Hinkle Rd



EXHIBIT B – DEVELOPMENT AREAS





ZONING ORDINANCE NO. 29-24

AN ORDINANCE REZONING PROPERTIES LOCATED AT 2425 W. MASON STREET FRONTAGE ROAD AND PARTS OF 2415 AND 2405 W. MASON STREET FRONTAGE ROAD FROM GENERAL COMMERCIAL (C1) TO HIGHWAY COMMERCIAL (C2) (ZP 24-46)

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described properties from General Commercial (C1) to Highway Commercial (C2):

PARCEL 6H-1110-8 (2425 W. MASON STREET FRONTAGE ROAD)

A PARCEL OF LAND LOCATED IN LOT 15, SECTION 29, TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY CORNER OF LOT "A", OF THAT PARCEL OF LAND AS RECORDED IN VOLUME 2 OF CERTIFIED SURVEY MAPS, PAGE 499; THENCE S88°36'W ALONG THE NORTHERLY LINE OF SAID LOT "A", 134.00 FEET; THENCE N1°07'W, 166.00 FEET TO A POINT ON THE SOUTHERLY R/W OF A FRONTAGE ROAD; THENCE N88°36'E ALONG SAID R/W, 68.00 FEET; THENCE ALONG A R/W CURVE AS FOLLOWS: 66.43 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE THE CHORD OF WHICH BEARS S85°32'40"E, 66.31 FEET; THENCE S1°07'E, 159.23 FEET TO THE POINT OF COMMENCEMENT.

ALSO DESCRIBED AS: THE NORTH 266 FEET OF THE EAST 134 FEET OF LOT 15, IN SECTION 29, TOWNSHIP 24 NORTH, OF RANGE 20 EAST, IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, EXCEPT THAT PART THEREOF DESCRIBED IN JACKET 9216 IMAGE 34.

PART OF PARCEL 6H-1109-1 (2415 W. MASON STREET FRONTAGE ROAD)

PART OF LOT 1, CERTIFIED SURVEY MAP NUMBER 9023, LOCATED IN LOT 14, SECTION 29, TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, CERTIFIED SURVEY MAP #9023; THENCE 59.14 FEET ON THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS S73°37'54"E, 59.06 FEET ON THE SOUTH RIGHT OF WAY OF WEST MASON FRONTAGE ROAD; THENCE S00°16'57"E, 97.08 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE S89°43'03"W, 56.58 FEET ON SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N00°16'57"W, 114.00 FEET ON THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6,024 SQUARE FEET (0.138 ACRES) OF LAND MORE OR LESS.

PART OF PARCEL 6H-4459 (2405 W. MASON STREET FRONTAGE ROAD)

PART OF LOT 1, SOUTHWEST WOODS, LOCATED IN LOT 14, SECTION 29, TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A NORTHWEST CORNER OF SAID LOT 1; THENCE N89°43'03"E, 56.58 FEET ON THE NORTH LINE OF SAID LOT 1; THENCE S00°16'57"E, 44.94 FEET; THENCE S89°26'03"W, 56.58 FEET TO THE WEST LINE OF SAID LOT 1; THENCE N00°16'57"W, 45.22 FEET ON SAID WEST LINE TO THE POINT OF

ZONING ORDINANCE NO. 29-24

PAGE 2

BEGINNING.

SAID PARCEL CONTAINS 2,551 SQUARE FEET (0.059 ACRES) OF LAND MORE OR LESS.

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

SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

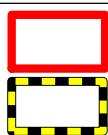
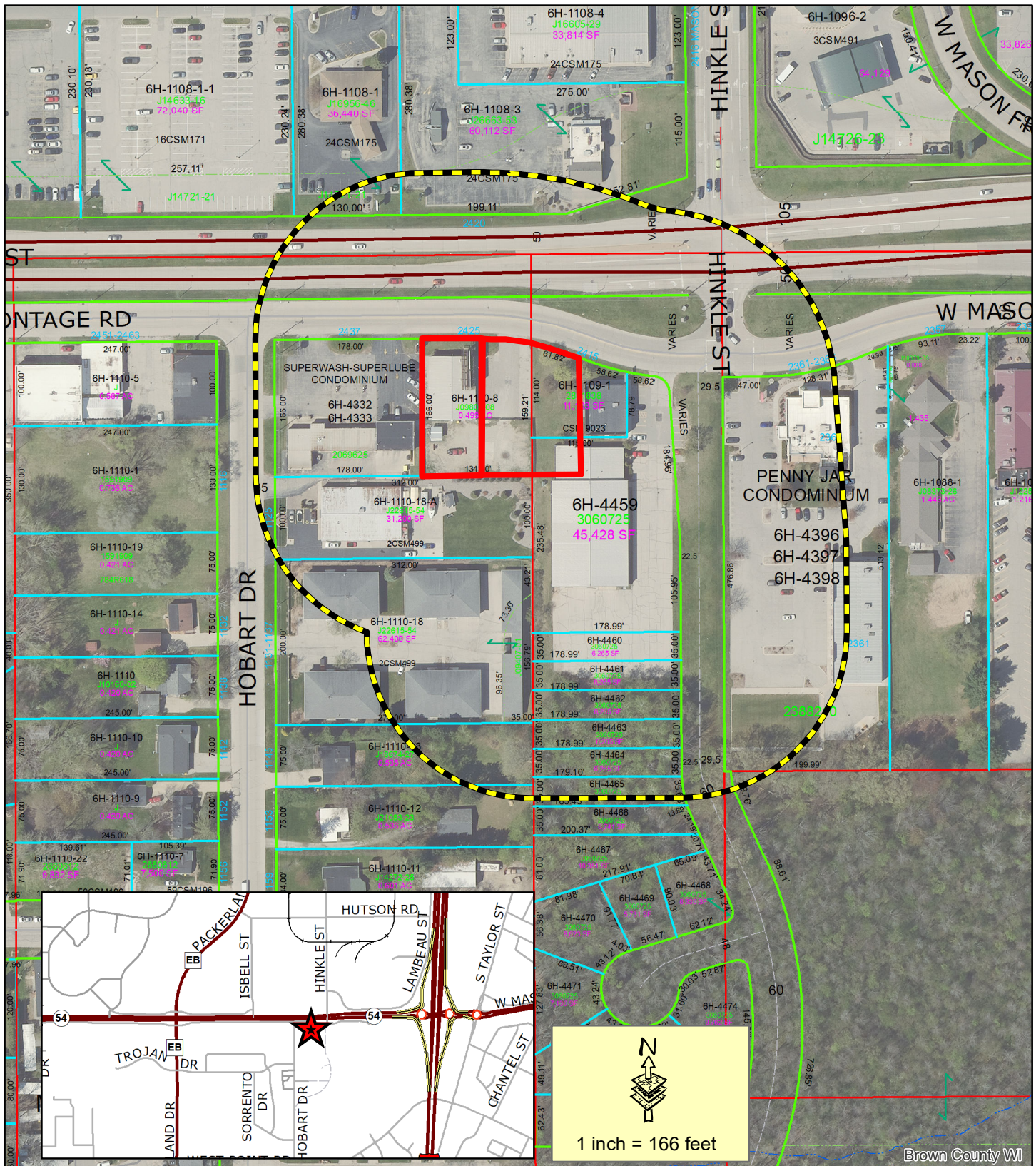
Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

dm

Attachment – Location Map



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 24-46)
Rezone at 2425 and parts of 2415
and 2405 W. Mason Street Frontage Rd
from General Commercial (C1) and
Planned Unit Development (PUD) to
Highway Commercial (C2)

