



AGENDA OF THE COMMON COUNCIL

TUESDAY, DECEMBER 17, 2024, 6:00 PM

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

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

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

Or call in by phone: +1 312 626 6799

Meeting ID: 892 7469 6903

Passcode: 209710

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

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

- I. December 3, 2024.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

- I. **Appointments:**

Redevelopment Authority

Renita Robinson, 1301 S Chestnut Ave., Green Bay, WI 54304
Term to expire: March 1, 2028 (filling the remainder of a term)

J. Quasi-Judicial Hearing

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

K. Ordinances - Second Reading for Adoption.

1. 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)
2. 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)
3. Zoning Ordinance No. 28-24
An Ordinance amending the Southwest Woods Subdivision Planned Unit Development District (ZP 24-45)
4. 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)

L. Report of the Redevelopment Authority (December 10, 2024).

1. To approve the settlement agreement between the RDA and City Deck Commons Residences LLC.

The 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 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.

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

1. To receive and place on file the request by Chase Linsmeyer, 132 Blithe Street, to rescind the invoice of \$91 for placing yard waste leaves in the street.
2. To approve the request by Department of Public Works to purchase yearly structure cast iron castings from Neenah Foundry in the amount of \$65,246 for the Sewer Section.
3. To approve the request by Department of Public Works to adopt the Proposed 2025 Storm Water Utility Rates.
4. To approve the request by Department of Public Works to adopt the Proposed 2025 Sanitary Sewer Service Charges.

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

1. To approve a change of agent for Wisconsin CVS Pharmacy, LLC at 930 Main St. to Abraham Gomez Barajas.
2. To approve an original application for a "Class A" Liquor and Class "A" Beer license for JR Smith, LLC at 1698 Main St. with a license premises description as "beer cooler, and also for the liquor there's a cabinet under the registers" (Currently licensed as JLA, Inc).
3. To approve an original application for a Class "B" Beer and "Class B" Liquor license for Los Cantarios LLC at 2030 E Mason St. Suite H-I with a license premises description as "served at restaurant tables for consumption, keeping alcohol in kitchen," (Currently licensed as El Sarape).
4. To approve an original application for a Class "B" Beer and "Class B" Liquor license for Paisley Enterprises, LLC at 307 N. Broadway with a license premises description as "MAIN FLOOR DINING ROOM, UPSTAIRS LEVEL-BAR, BASEMENT, 4 BATHROOMS, KITCHEN," (Currently licensed as Chefusion, Inc).
5. To hold an appeal until the next Protection & Policy Committee Meeting (January 13, 2025) by Merle Alexander regarding the denial of her Operator license, previously held at the October 21, 2024 Protection & Policy Committee meeting.
6. To hold an appeal until the next Protection & Policy Committee Meeting (January 13, 2025) by Sabryna Beaudoin regarding the denial of her operator's license.
7. To approve an appeal by Deunagelo George regarding the denial of his mobile food truck license.
8. To deny a 2024-2025 Massage Establishment License at 1306 Velp Ave.
9. To hold a 2024-2025 Massage Establishment License at 1136 W Mason until the January 13, 2025 Protection & Policy Committee meeting and request the Clerk's Office e-mail the applicant to request a new application be resubmitted with a new insurance certificated that has an address the same as where the business is located; provide a floor plan (floor plan must be able to be inspected with all the areas), provide a different phone number, and have the location closed until next meeting.
10. To approve General Ordinance No. 34-24, an ordinance amending Section 2-79(a), Green Bay Municipal Code, relating to principal City Officials.
11. To approve General Ordinance 33-24 Relating to Video Service Provider Fees and is amending the ordinance to reflect the accurate percentage (from 5% to 4%).
12. Informational Only: Green Bay Police Department Violation Report for liquor and massage establishments.
13. Informational Only: Clerk's Office Liquor Licensing Report.

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

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

P. Report of the Finance Committee. (December 10, 2024)

1. To approve the dissolution of the Memorandum of Understanding (MOU) and allocation of \$1,002,843 of ARPA Economic Impact funds for RDA Vacant Parcels as approved on June 25, 2024, and to approve a reallocation reduction of \$250,000 for a total allocation of \$752,843 for RDA Vacant Parcels and to enter into a corresponding MOU. Furthermore, to approve a reallocation increase of \$250,000 for a total of \$1,000,000 ARPA Grant Economic Impact funds for the Curb Appeal Project.
2. To approve a budget carryover resolution for \$12,000 of unspent Department of Public Works materials and supplies.
3. To approve the ordering of fire trucks with a long lead time and obligate future borrowing.
4. To approve a 2024 contingency resolution of \$100,000 for Legal Expenses.
5. To proceed as directed in closed session regarding the matter of DOUGLAS J. SCHOENWALDER v. CITY OF GREEN BAY et al.

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.

Q. Report of the Park Committee (December 11, 2024).

1. To approve General Ordinance No. 30-24, an ordinance amending section 28-4, Green Bay Municipal Code, relating to alcohol beverages.
2. To receive and place on file the staff presentation of a Proposed Masterplan for the Joannes Aquatic Center. (INFORMATIONAL ONLY)

R. Report of the Personnel Committee (December 10, 2024).

1. To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Administrative Clerk
 - b. Operator I
2. To approve the Employee Resource Center (ERC), with the 6-session model, as the City's Employee Assistance Program (EAP) provider.

S. Informational.

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

T. Committee of the Whole.

1. For consideration and possible action to approve a Resolution Celebrating the Collaborative Effort To Relocate C. Reiss' Coal Operations.

U. Resolutions.

1. Resolution authorizing 2025 Budget amendment / 2024 carry-over request.

2. Resolution authorizing Transfer of Contingency Fund.
3. Resolution drawing final orders to contractors for December 17, 2024.
4. Resolution Celebrating the Collaborative Effort to Relocate C. Reiss' Coal Operations.

V. Ordinances - First Reading.

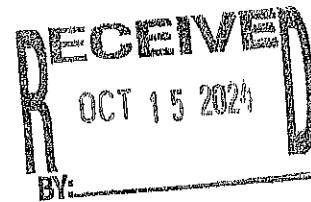
1. General Ordinance No. 30-24
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2. General Ordinance No. 34-24
An ordinance amending Section 2-79(a), Green Bay Municipal Code, relating to principal City Officials.
3. General Ordinance 33-24
An ordinance relating to Video Service Provider Fees and is amending the ordinance to reflect the accurate percentage (from 5% to 4%).

W. Referral of Petitions & Communications.

1. To refer the Finance Committee to explore feasibility of an additional line on the printed city tax bill for the GBAPS district to distinguish the voucher dollars over which they have no financial oversight.

X. 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.



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

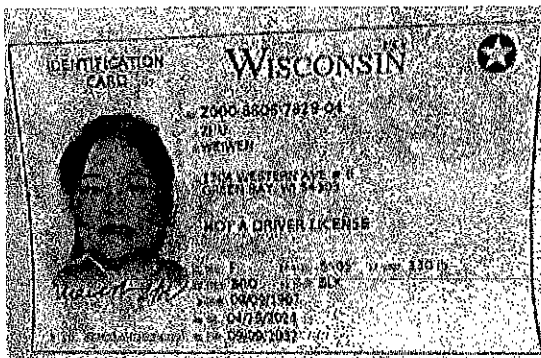
Personal Phone Number

9202535656

State License Number

13918-146

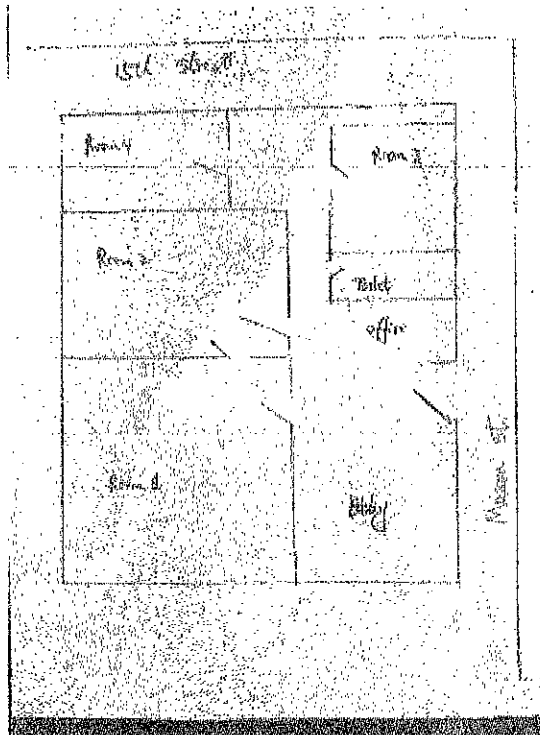
Upload Copy of WI State ID or Drivers License



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.

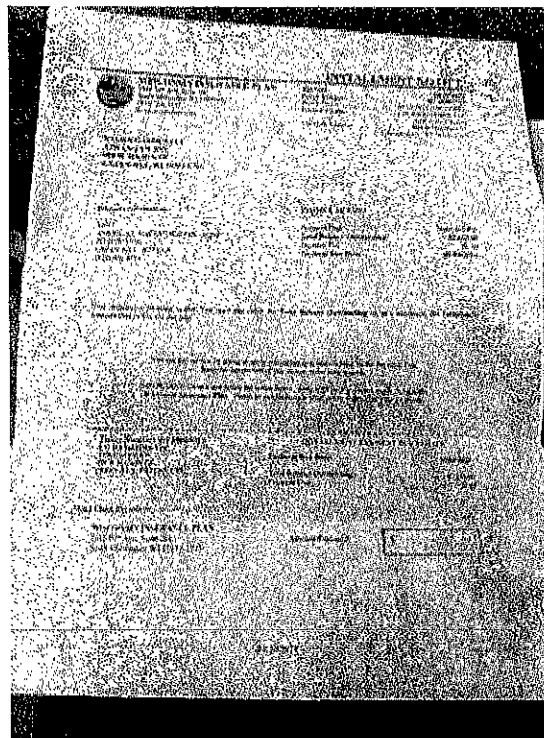
Upload Floor Plan



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.

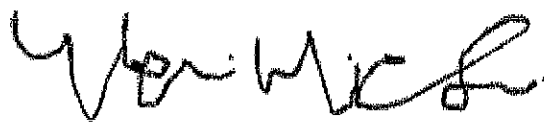
Upload Malpractice Insurance



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 M. C. R.", written over the "Electronic Signature" label.

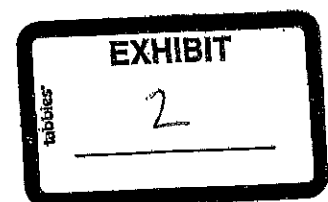
Green Bay Municipal Court
MNI - Citation History

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 Records

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

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

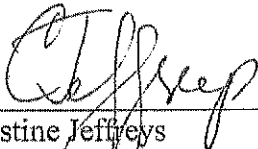
You are hereby notified that Rachel E. Maes, Assistant City Attorney for the City of Green Bay, has filed a sworn Complaint against you with the Office of the City Clerk. The Complaint, which is attached, states the nature and basis of this action.

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



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.

AMENDED 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:

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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.
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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.
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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.

Dated this 4th day of December, 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

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

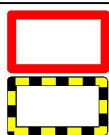
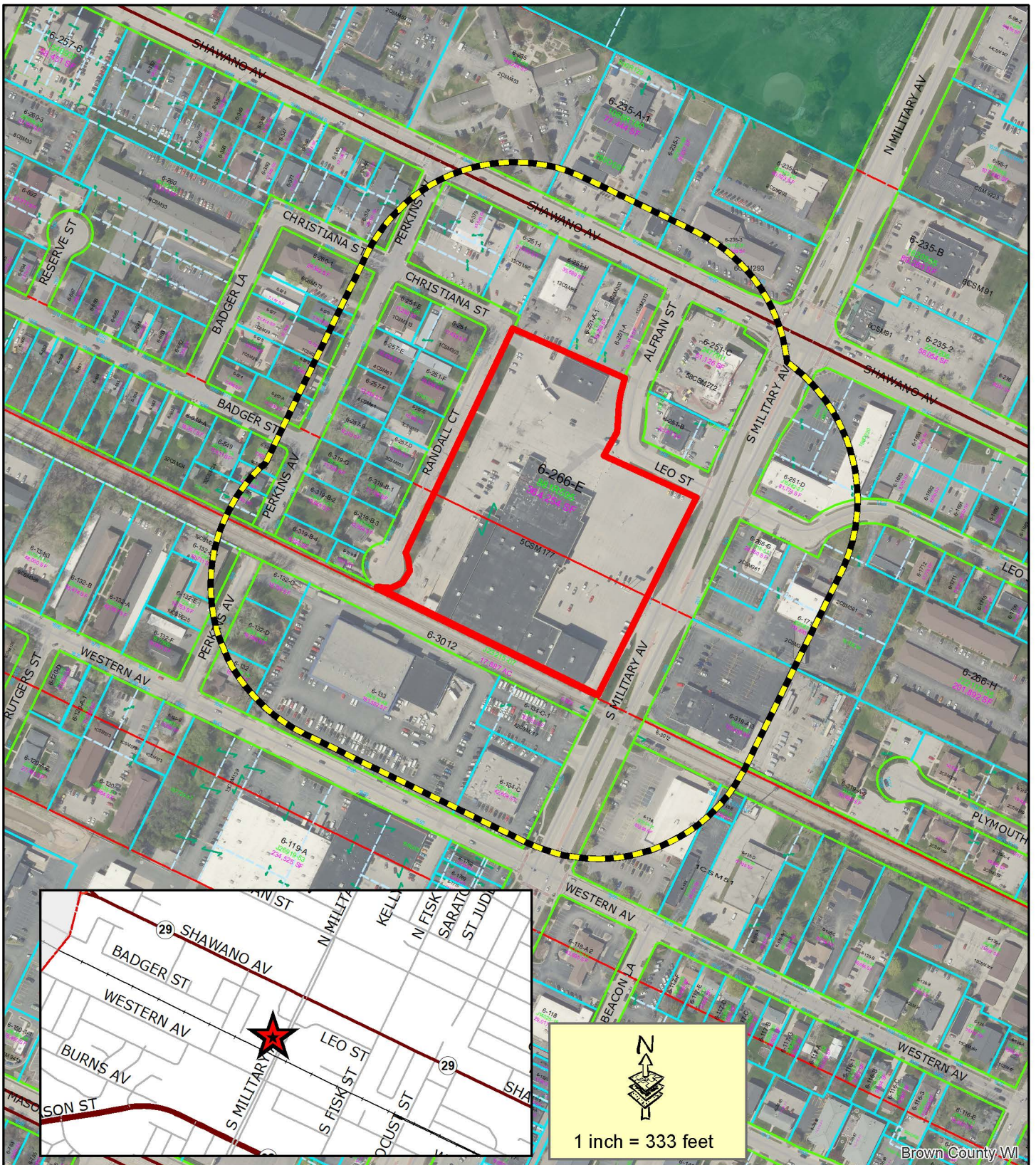
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Attachments:

Exhibit A - Location Map

Exhibit B – Development Area Map

Exhibit C – Conceptual Landscape Plan



Subject Area

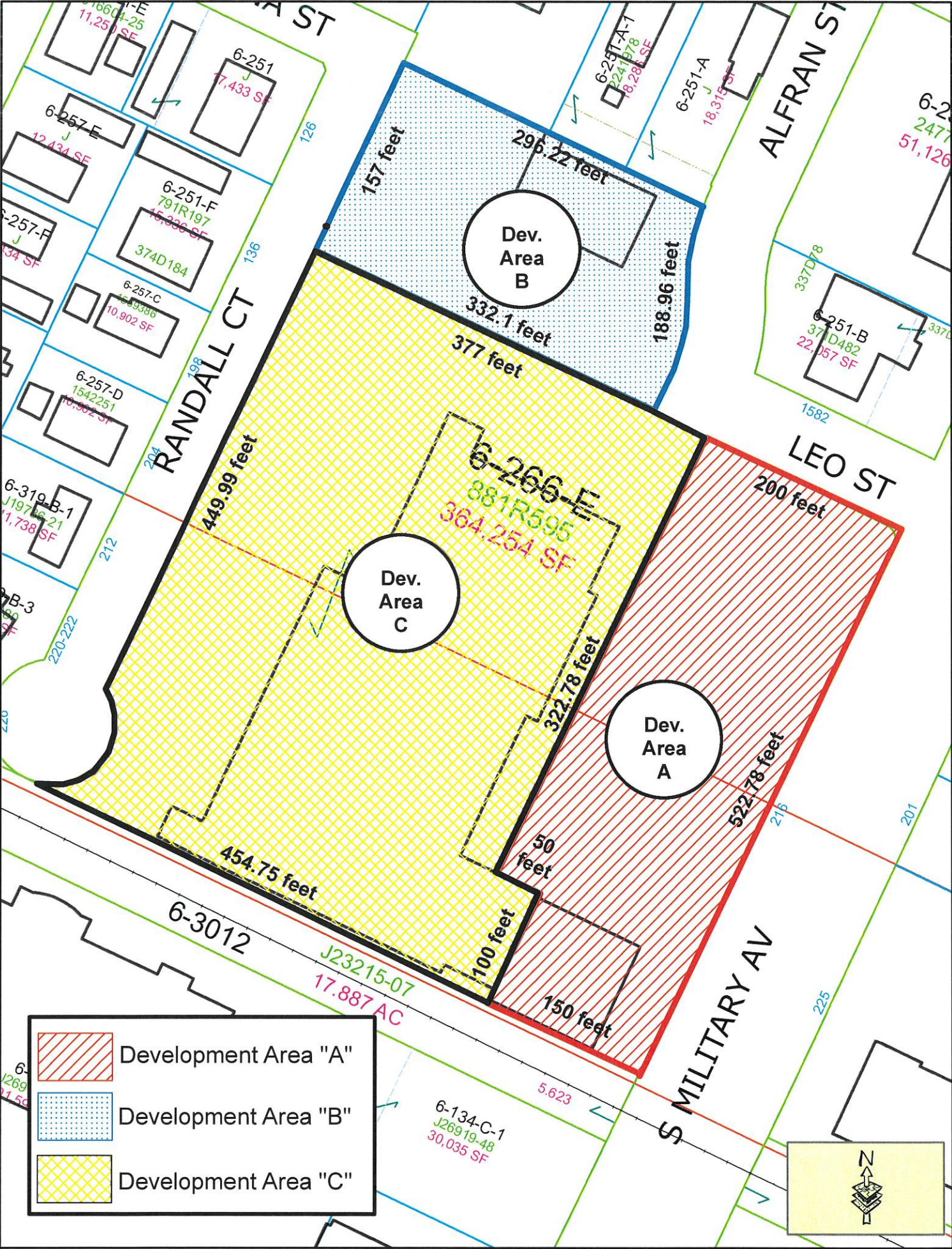
400' Property Owner Notice

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:

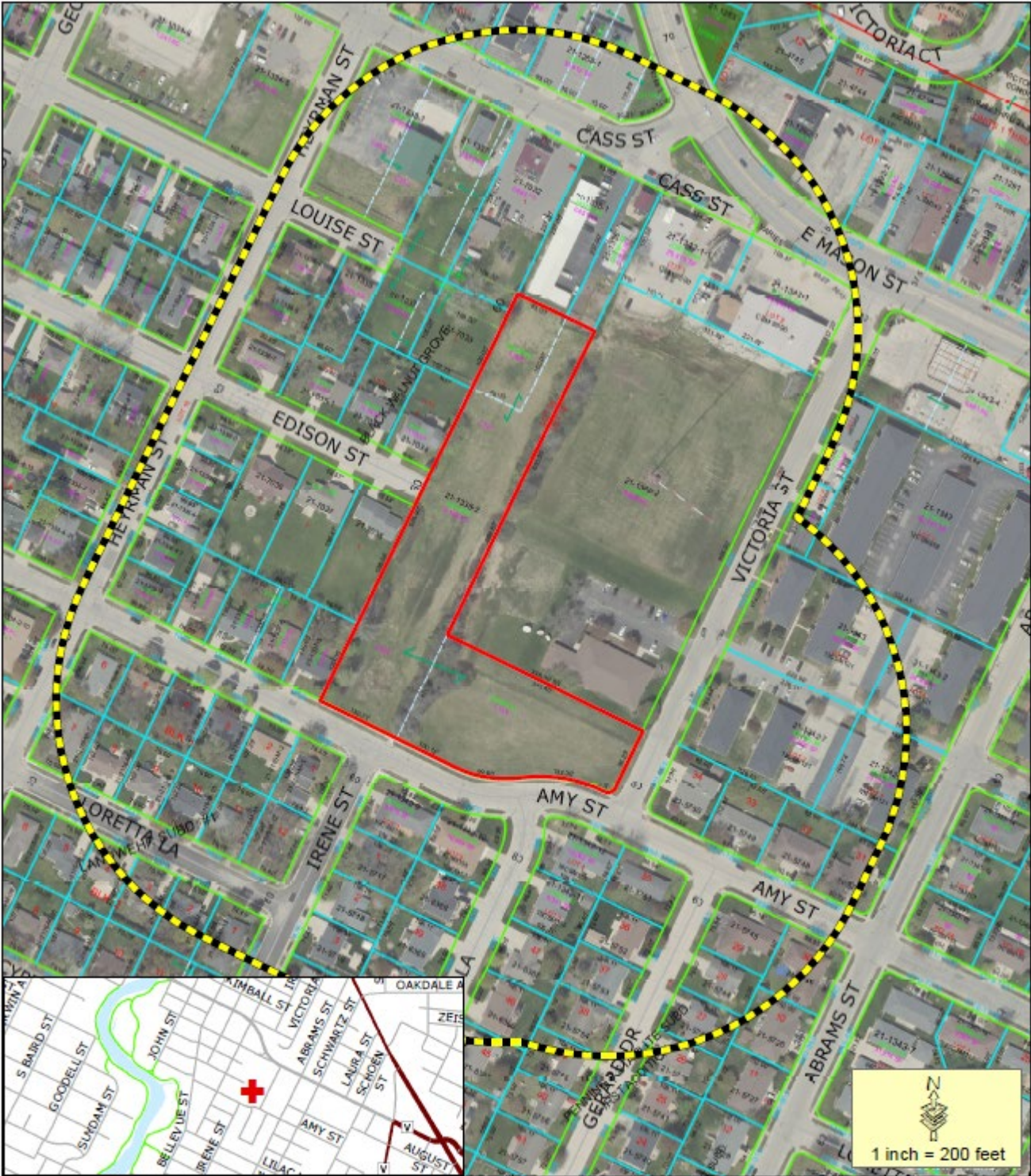
Eric Genrich, Mayor

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 XVIII.
 - a. One driveway approach measured along the property line shall be a minimum distance of 80 feet from the intersection of W. Mason Street Frontage Road and future Hinkle Street along the western right-of-way of future Hinkle Street.
 - b. Minimum distance between two-way driveway entrances off future Hinkle Street extension at 2405 W. Mason Street Frontage Road (Parcel 6H-4459) shall be no less than 180 feet from center to center.

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

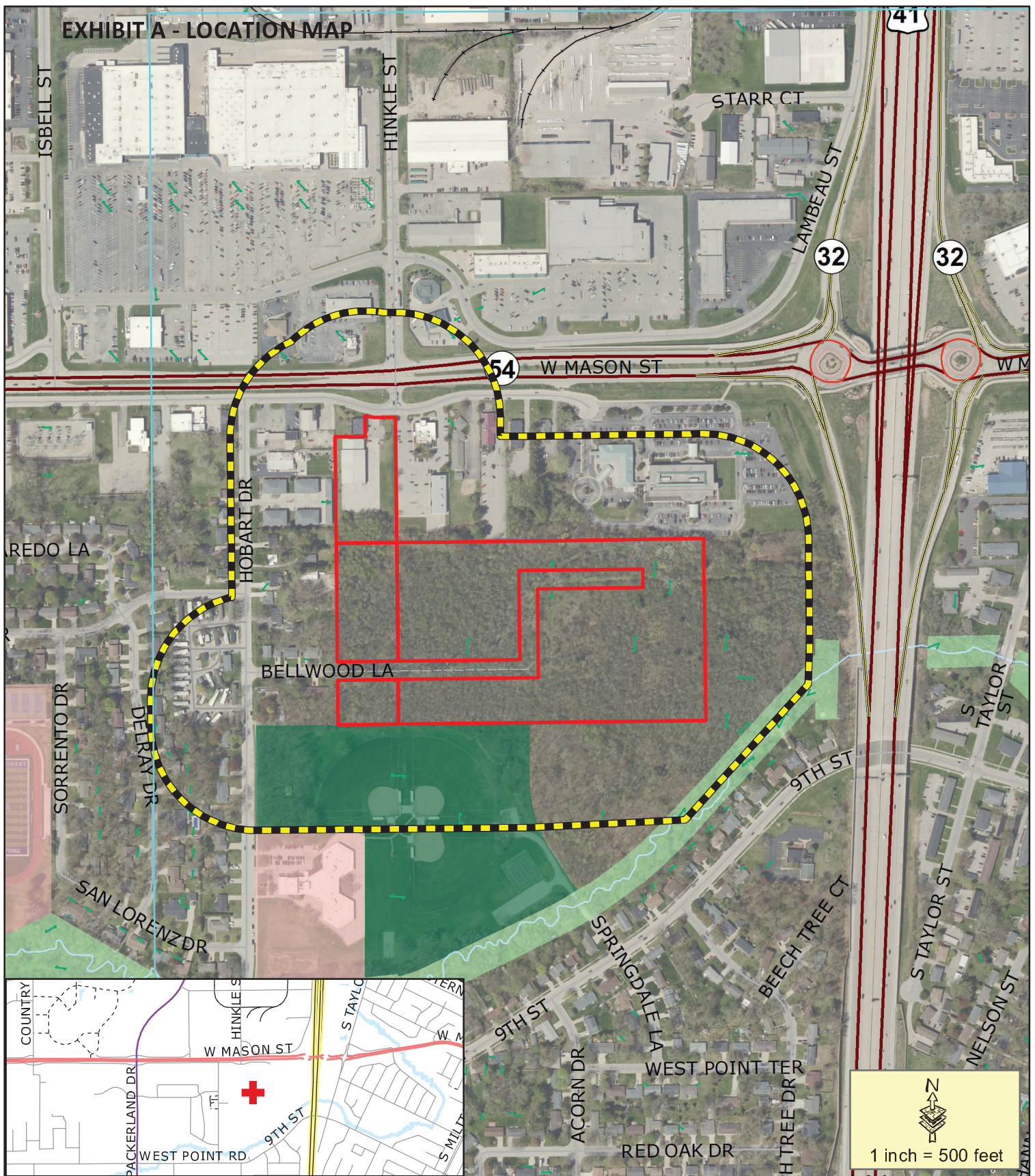
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Attachments:

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**

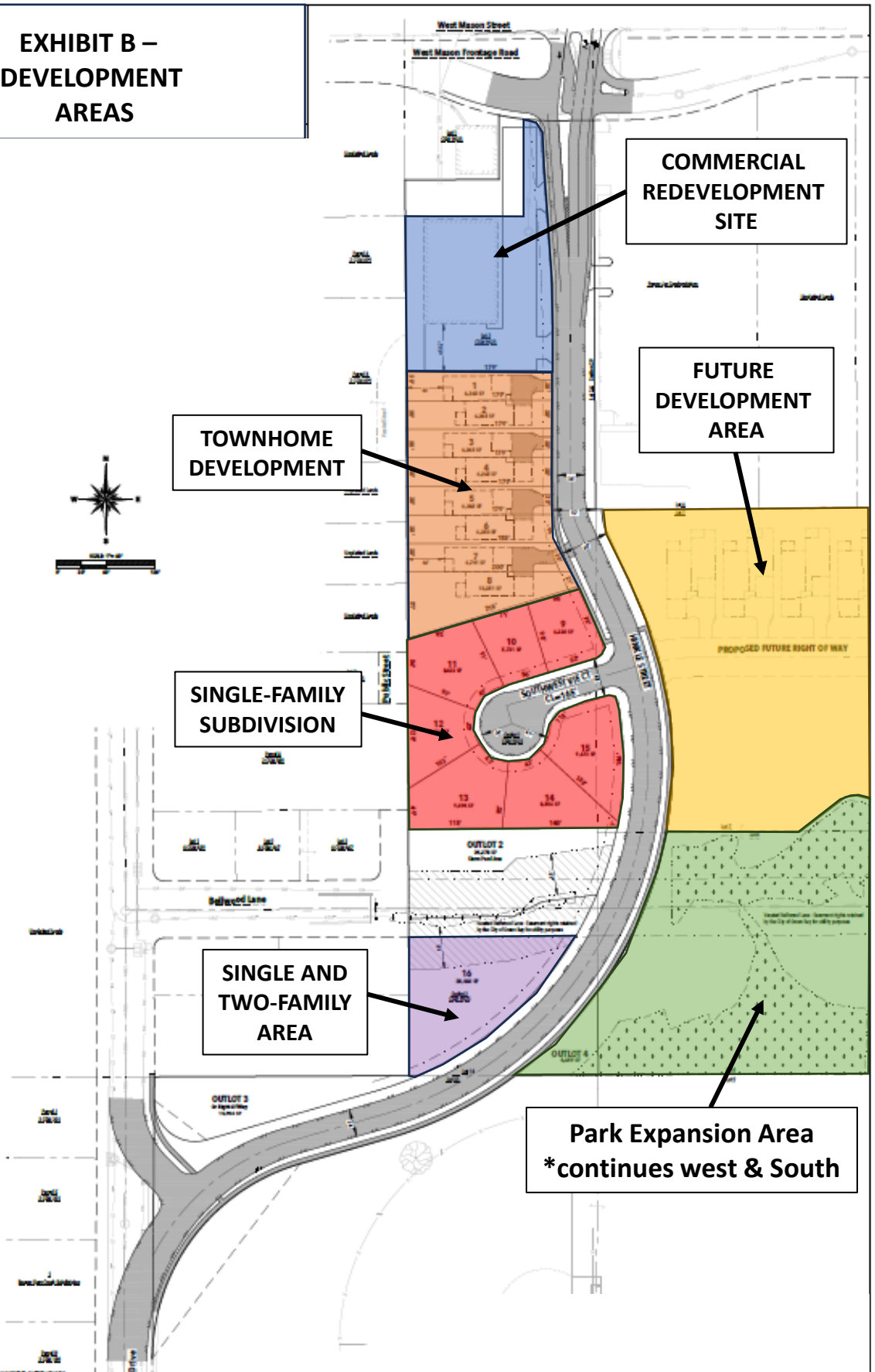
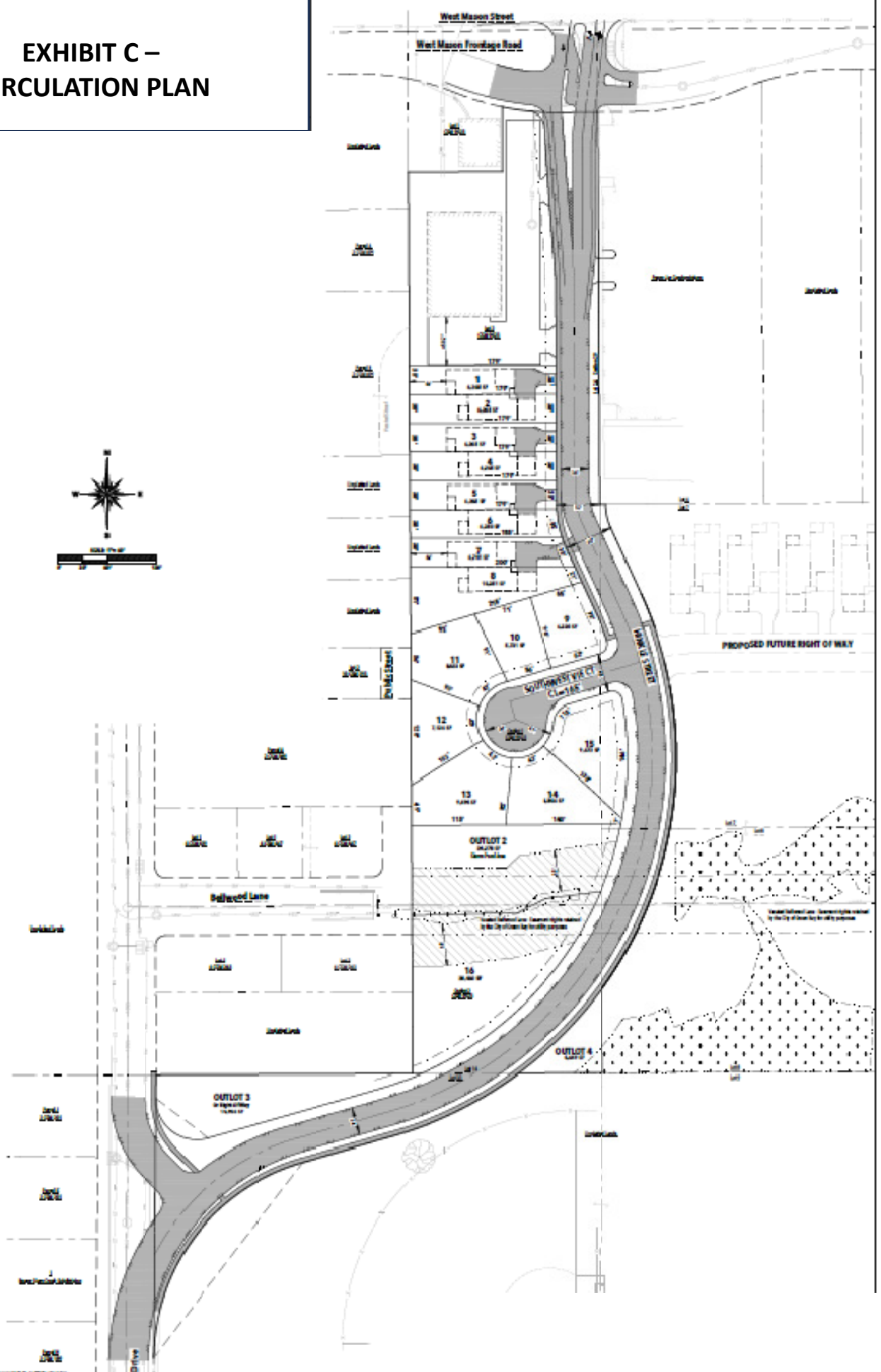


EXHIBIT C – CIRCULATION PLAN



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:

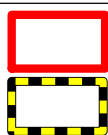
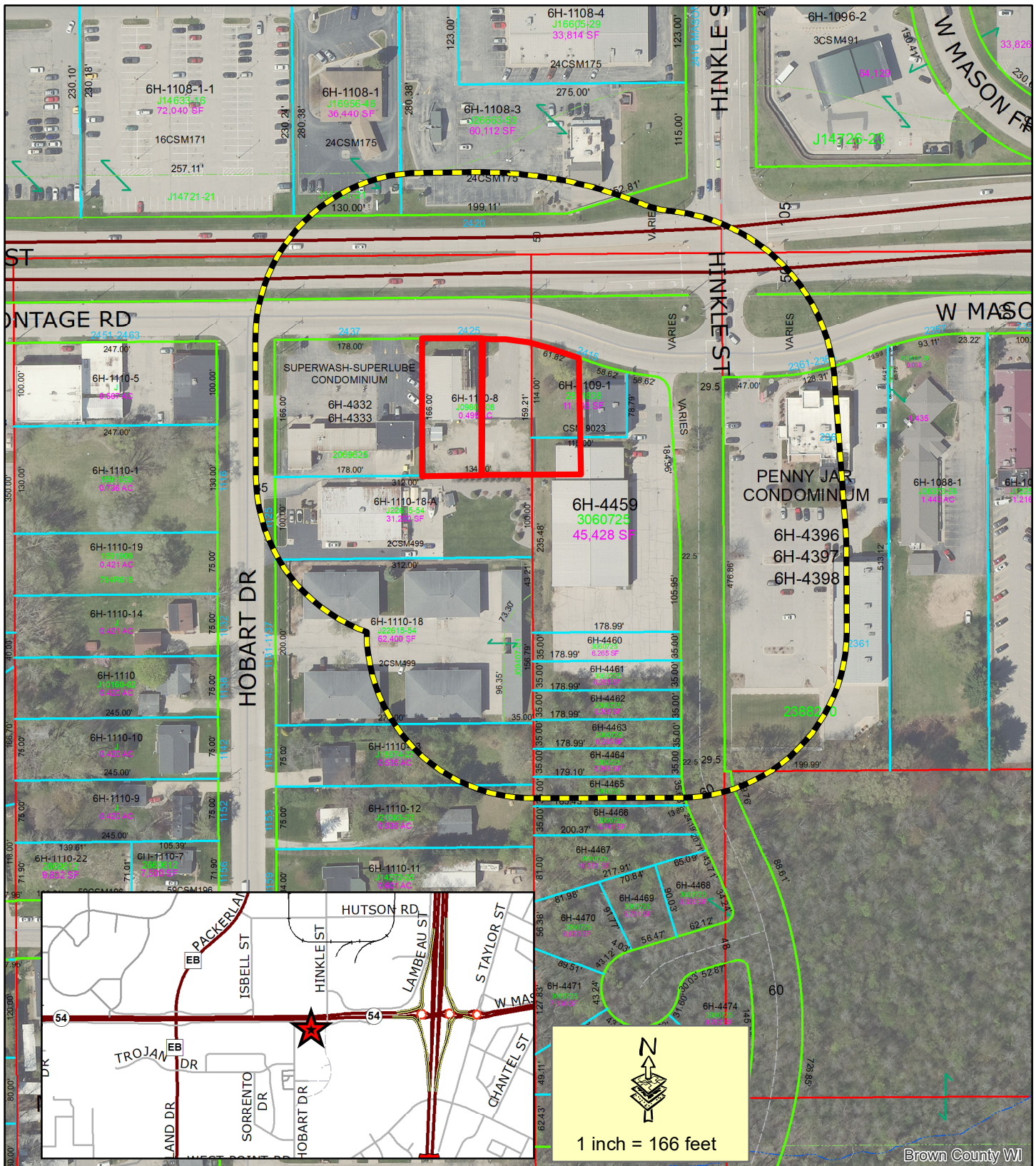
Eric Genrich, Mayor

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)





Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

December 17, 2024

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # L.I

To approve the settlement agreement between the RDA and City Deck Commons Residences LLC.

The 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 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

The City of Green Bay and Redevelopment Authority entered into a Development Agreement in 2013 with CityDeck Commons Residences LLC for the development of downtown housing. There are a number of provisions that apply to this agreement upon transfer of the property. They include:

1. The RDA shall approve the TIF Recipient transferring the TIF guarantee and the RDA shall have the right to approve the transferee.
2. The TIF Recipient may choose to pay off the remaining balance of the TIF.
3. No assignment of rights and obligations under the Development Agreement to an unaffiliated party may occur without the written consent of the RDA.
4. In the event a transfer occurs without RDA approval, the RDA/City may recall payment of the full amount of the declining principal balance in existence at the time of the transfer.
5. All requests requiring RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.

Additionally, as part of the property transfer from the RDA to the Developer for a price of one-dollar (\$1.00), the RDA took a Preferred Forgivable Equity Investment in the Developer's project in an amount of \$300,000.00. Should the project reach an actual assessed value of \$10 million OR should the Developer retain ownership for at least 10 years, then this equity investment would be forgiven. Neither of these conditions have been met and according to the agreement, the Developer is obligated to pay the investment amount.

Staff became aware of the 2022 sale of City Deck Landing through news media publications. Follow up then occurred with prior Director Stechschulte and the Law Dept.

In two separate correspondences both dated February 17, 2023, CityDeck Commons Residences, LLC requested wavier of two items relating to the City Deck Landing project from the development agreement dated July 10, 2013. These were: 1) A release of Terrence Wall's Personal Guaranty based on three consecutive years of no shortfall payments being required (2017 to 2021), and 2) waiver of the Preferred Forgivable Equity Investment of \$300,000 if the property's assessment reaches \$10,000,000 or is owned by the Developer for at least 10 years. Prior Director Neil Stechschulte responded to those requests as follows:

With regards to the first request, Director Stechschulte "acknowledged the lack of any need for shortfall payments from 2017 to 2021, however a shortfall payment was required for tax year 2022. Staff considered this a reset of the three consecutive years requirement, and as such is not currently prepared to release the personal guaranty. The guaranty pertains to the outstanding debt owed on the 2014 debt of \$2,440,000 (with interest \$3.5 million). To date only \$1.3 million has been paid off through year 8 of 19 of the amortization schedule. Per your correspondence on February 10, 2023, you were not requesting transfer of the TIF guarantee, and therefore are still responsible for the guarantee until such time as the obligation is deemed met or otherwise released by the RDA and the City."

And "with regards to the second request, as of 2022 the property assessment has not yet met or exceeded \$10,000,000. Until this number is achieved, Staff is not prepared to waive the Preferred Forgivable Equity Investment of \$300,000. In addition, the 10-year ownership requirement was not met. The agreement states that the \$300,000 Preferred Equity Investment shall be paid by the Developer or assigned to any subsequent purchaser along with other terms of the agreement."

There was no response to prior Director Stechschulte's request. Atty. Cochart followed up in September of 2023 asking for a response. No response was received. I then reached out to Terrance Wall in January of this year asking for a response to the requests that were made. We received a letter back from Atty. Coffey, representing Terrance Wall, requesting a release of the TIF guarantee and waiver of the forgivable equity. Communication began regarding the two requests. Mr. Wall believes the value of the building exceeds 10 million based on the sale of the property. Staff requested further information on the building such as rents etc. be provided to our assessor to review this value.

The RDA considered this matter at the Sept. meeting and advised staff to continue negotiations with the City Attorney, Developer, and the Chair and Vice Chair of the RDA to bring a resolution by the next meeting of the RDA, given that the sale of the property occurred without notification, which did not allow the City to assign the guarantees for the future payments of that property, and although the assessed value is very close to the threshold, the primary concern is about the future payments on the property without an assignment of guarantees.

Staff, including the City Attorney, met with RDA Chair Gary Delveaux, Vice Chair Matt Schueller, Terrance Wall, and his attorneys to discuss the matter. Settlement terms were negotiated and approved by both parties and are being presented to the RDA for approval at the December 10 meeting.

RECOMMENDATION

To approve the settlement agreement between the RDA and City Deck Commons Residences LLC.

FISCAL IMPACT

ATTACHMENTS

1. CityDeck Development Agreement.Signed
2. CDR - First Amendment - Dev + TIF Agreements - 11-5-13 (2)
3. CityDeck Settlement Agreement -FINAL

**DEVELOPMENT AGREEMENT
CITY DECK COMMONS**

THIS TRI-PARTY AGREEMENT (hereinafter called the "Agreement") made as of the 5th day of June, 2013, by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY** (hereinafter called the "RDA"), the **CITY OF GREEN BAY** (hereinafter called the "CITY"), **CITYDECK COMMONS RESIDENCES, LLC**, a Wisconsin Limited Liability Company (hereinafter called the "DEVELOPER") and **CITYDECK COMMONS, INC.**, a Wisconsin Corporation (hereinafter call the "TIF RECIPIENT"). The RDA, CITY, DEVELOPER and TIF RECIPIENT may collectively be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the RDA owns property (hereinafter the "Property") legally described on the attached Exhibit "A" hereto (parcel no. 12-184-A) generally located on the southwest corner of where North Washington Street and Main Street intersect; and

WHEREAS, the City desires to have DEVELOPER construct an active mixed-use development with approximately 84 residential apartment units and approximately 8,800 square feet of retail space and an active riverfront component; and

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

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the PARTIES as follows:

- I. PROPOSED PROJECT SCOPE AND CONSTRUCTION. The DEVELOPER proposes to construct an active mixed-use development (the "Project"). The Project shall have approximately 84 residential apartment units and approximately 8,800 square feet of retail with an active riverfront component and will cost approximately \$10,000,000, which shall include environmental remediation, but is not limited to, structural pilings, land improvements, two levels of parking, and a new 7 (seven) story building, including a penthouse.
- A. The DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than December 15, 2013, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.
 - B. The DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit for any portion of the building constructed on the Project Site) by December 15, 2014, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
 - C. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use their best efforts in good faith to obtain performance of the conditions of this Agreement.
 - D. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.

- E. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as Exhibit "B" and is incorporated herein by reference to this Agreement. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or the DEVELOPER may at any time propose modifications to the Concept Plan subject to the agreement of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with Federal, State and Municipal code requirements.
- F. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

II. PROPERTY TRANSFERS. The following property transfers shall take place in order to effectuate the terms and intent of this Agreement:

- A. The RDA shall convey to the DEVELOPER the Property for One Dollar (\$1.00), within thirty (30) days of completing all environmental remediation as governed by the Phase II Environmental Assessment and all Project financing and construction contracts are in place. The Conveyance of the Property shall be by warranty deed (in a form reasonably approved by the RDA and the DEVELOPER) purchased with cash at closing. The RDA shall take a \$300,000.00 Preferred Forgivable Equity Investment in DEVELOPER's Project as part of this Agreement. The Preferred Forgivable Equity Investment will be forgiven if either the DEVELOPER, or its assigns as agreed to by the RDA, owns the property for at least 10 years or the DEVELOPER's Project reaches a \$10,000,000.00 actual assessed value.¹ If neither of these conditions are met or satisfied, then the Preferred Forgivable Equity Investment shall be paid by DEVELOPER or assigned to any subsequent purchaser along with the other terms of this Agreement. This Preferred Forgivable Equity Investment will not be recorded against the property for financing purposes but shall be secured by the terms and conditions of this Agreement and shall survive the expiration of this Agreement.
- B. The RDA and the DEVELOPER shall have the right to undertake due diligence and completion of the following to the RDA and DEVELOPER's reasonable satisfaction:

1. Environmental assessment and clean up. The RDA and the CITY or its agents and assigns have not deposited any contaminants on the Project Site.
2. Title insurance and ALTA survey review to be paid by the DEVELOPER.

¹ The Assessor or their designee may not use this Agreement or any provisions herein as the sole basis to determine the value of the Project.

- C. In the event the DEVELOPER fails to commence construction by the Commencement Date, or in the event that the DEVELOPER fails to complete the Project by the Completion Date, subject to any unavoidable delays, the Property shall revert back to the RDA upon written request of the RDA, at which time this Agreement shall become null and void, except for any guarantees for outstanding debt of the Project. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those intended to be covenants running with the Property, the holder of any mortgage in the Property (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (i) any other party who thereafter obtains title to the Property or such part from or through such holder or (ii) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction or guarantee such construction; nor shall any covenant or any other provision in any document of record, including, without limitation, a deed, be construed to so obligate such holder, unless the mortgage holder exercise the option to cure the DEVELOPER's default.

In addition, any reversion to the RDA as a result of such DEVELOPER default shall not defeat, render invalid or limit in any way (i) the lien of any mortgage in the Property and (ii) any right or interest provided in this Agreement for the protection of the holder of such mortgage. In the event of such DEVELOPER default, and the RDA taking action to assert its reversion right described above, the RDA shall first provide the mortgagee (as identified by DEVELOPER) with written notice of such DEVELOPER default and provide such mortgagee with a reasonable opportunity to cure such default and diligently prosecute the completion of the Project itself, or through an assignee, and in such event, the reversion shall be deemed null and void so long as such party is diligently prosecuting the Project to completion. The mortgagee shall exercise its option to cure such DEVELOPER default and assume this Agreement, if at all, within twenty (20) days after receipt of such default notice and thereafter the CITY and the RDA shall attorn to such mortgagee or its assignee and this Agreement shall thereafter be binding on all such PARTIES. If said event occurs, any and all fees or costs paid by the DEVELOPER shall be forfeited and retained by the RDA. The DEVELOPER further agrees to take all necessary action to revert title of the Property back to the RDA at no cost to the RDA through a quit-claim deed. In the event that the RDA must take legal action to re-obtain title to the Property under the terms of this Agreement, the DEVELOPER agrees to indemnify the RDA for all costs associated with such action, including attorneys' fees and costs.

- D. RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner. The RDA and the City of Green Bay shall use its best efforts to support DEVELOPER'S zoning requests for a mixed-use commercial and residential project on the Project Site, but cannot guarantee approval of any zoning requests. If, through no fault of the DEVELOPER, ALL governmental approvals, including but not limited to a building permit, zoning for DEVELOPER's intended project, grading permit, sanitary permit, water permit, and other entitlements and approvals required for the DEVELOPER's intended project by governmental or municipal bodies governing the property are not granted within one hundred and fifty (150) days, then the DEVELOPER will be granted a six month extension on the Planning Option for an additional extension price of \$2,500.00. The RDA shall act as the arbitrator in determining the DEVELOPER's fault in regards to the eligibility for the extension herein described.

III. PARKING.

- A. The DEVELOPER shall construct a two level at-grade parking garage with two separate access points on the site of the Project, one located on North Washington Street and another located on CityDeck Court, for use by the occupants of the Property and customers of the DEVELOPER. Parking and entrances shall comply with all applicable codes.

IV. EASEMENTS, COVENANTS AND LICENSES.

- A. The CITY and the DEVELOPER will enter into all necessary easements for the Project Site as may be determined to be necessary, including air rights for balconies and entrance canopies. The easements shall run with the land and benefit all subsequent owners of both sides of the property.
- B. The CITY shall grant DEVELOPER a temporary construction license or easement, subject to conditions and approval by the Department of Public Works, over City Deck Court, a portion of North Washington Avenue, and City Deck of which twenty feet will be reserved for pedestrians.
- C. After construction is completed and occupancy permits are issued, the CITY shall limit parking on City Deck Court to two (2) hours during daytime hours and then no limit between 5:00 P.M. to 3:00 a.m. and 5:00 to 8:00 A.M. The parking spaces on City Deck Court may contribute toward DEVELOPER's number of parking stalls per multi-family apartment units according to Municipal ordinances.
- D. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.

V. FINANCING.

- A. The DEVELOPER shall obtain a private loan commitment of at least \$7,000,000.
- B. In order for this Project to occur, CITY shall contribute not less than \$2,340,000.00 in Tax Increment Financing Assistance with an interest rate of the lesser of the CITY's borrowing rate or 4% to TIF RECIPIENT. These TIF funds shall be repaid through the taxes realized by the property taxes generated by the Property plus the Annual Shortfall (as defined in Section V.C.). CITY's debt service payments shall be repaid through the taxes realized by the additional tax increment generated by the Property and is subject to TIF RECIPIENT or DEVELOPER's guarantee of the Annual Shortfall as set forth in Section V.C. Upon TIF RECIPIENT's receipt of such TIF funds, TIF RECIPIENT is obligated to loan any TIF funds received to DEVELOPER for construction of the Project.
- C. **PERSONAL GUARANTEE LIMITED TO ANNUAL SHORTFALL.** Any individual member of the TIF RECIPIENT or DEVELOPER shall personally guarantee any Annual Shortfall, as defined below in this Section V.C., starting for the taxable year of 2016 (payable in 2017). An Annual Shortfall exists when the CITY TIF Increment is less than the CITY Debt Service. The CITY TIF Increment is defined as the property tax

generated by the Property in a given year less the base value. The CITY Debt Service is defined as the City's debt service on \$2,340,000.00 of TIF funding over 16 years at an interest rate of the lesser of the CITY's borrowing rate or 4%. The formula for any Annual Shortfall is:

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

NOTE: The CITY estimates the Annual Shortfall at approximately \$8,500.00 per year. The CITY agrees that the Annual Shortfall shall not exceed \$20,000.00 per year.

DEVELOPER or TIF RECIPIENT shall be invoiced for any Annual Shortfall that exists (but not to exceed \$20,000.00 per year) in a calendar year and shall pay the Annual Shortfall within thirty (30) days of receipt of the City's invoice. CITY may only invoice TIF RECIPIENT or DEVELOPER for the Annual Shortfall without adding any other costs or administrative expenses. If TIF RECIPIENT or DEVELOPER fails to pay for the Annual Shortfall (except for any accrued portion) then CITY may place the amount as a special charge against the property.

- D. CITY's debt service for TIF assistance shall be amortized over the remaining life of the Tax Increment District (TID), which shall be 16 years. If the CITY extends the TID, the City will work with TIF RECIPIENT or DEVELOPER to extend the TIF Increment amortization if allowed under the terms and conditions of the bonding. TIF RECIPIENT or DEVELOPER shall be responsible for interest only payments for the CITY's debt service and shall receive credit for increment created for the first two years of the Project's property taxes; however, TIF RECIPIENT or DEVELOPER shall be responsible for any Interest Shortfall on City's debt service in the same manner as the Annual Shortfall in Section V.C. For the first year of the Project, the CITY agrees to forgo any Annual Shortfall payment, because the second year property tax payment will "cover" the first and the second year Annual TIF Increment.
- E. Any individual member of the TIF RECIPIENT or DEVELOPER shall provide a personal guarantee to the CITY/RDA, subject to their approval, for the any Annual Shortfall realized pursuant to Section V.C. of this Agreement, not to exceed \$20,000 per year. CITY/RDA have no right to recall payment of the full amount of the declining principal balance except as otherwise provided in Section VII.A. herein. TIF RECIPIENT or DEVELOPER's personal guarantee shall expire or be released upon the sooner of retirement of CITY's debt service on the specific bonds issued for this TIF funding or 16 years if there are no outstanding payments on principal and/or interest. If the annual property taxes on the Property are equal to or exceed the Annual TIF Increment such that there is no Annual Shortfall for three consecutive years, TIF RECIPIENT or DEVELOPER may request a release of TIF RECIPIENT or DEVELOPER'S personal guarantee, which shall be subject to RDA/CITY's discretion. If TIF RECIPIENT or DEVELOPER elects to payoff CITY's debt service prior to the end of the entire financing term, TIF RECIPIENT or DEVELOPER may pay off the entire principal balance and any accrued but unpaid interest, but without future interest, and the

personal guarantee shall be released by the CITY/RDA.

VI. ENVIRONMENTAL

- A. The RDA and/or City of Green Bay shall make available all known environmental reports and activity upon the property. Should any hazardous substances at levels in excess of amounts allowed by applicable law be found upon the Project Site, environmental remediation necessary to enable the Property to receive a "no further action" letter from the appropriate governmental agencies shall be initiated by the City of Green Bay or RDA. If site remediation is required, the RDA will fund the first \$250,000.00 of this work provided that such funding can be procured entirely from EPA or DNR grants. If the RDA is unsuccessful in obtaining adequate grant funding, or if the estimated amount of such costs exceeds \$250,000.00, then either party to this Agreement may terminate this Agreement by delivery of written notice of termination to the other party.
- B. Subsequent to the conveyance of the Property to the DEVELOPER, the DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold CITY's and RDA's, agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any hazardous substances as defined under Environmental Laws, whether on or off the Property, which occurred subsequent to the date of conveyance of the Property; and (b) arising from the breach of any warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of DEVELOPER to the CITY or RDA, under this Agreement.

As used herein, the term "hazardous materials or substances" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 *et seq.*; the Toxic Substance Control Act, 15 U.S.C. 2601 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. *et seq.*; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f *et seq.*; the Clean Air Act, 42 U.S.C. 7401 *et seq.*; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "**Environmental Laws**"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials. The provisions of this Section 20 shall survive the conveyance to Developer of the Property.

VII. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. Upon the event of sale of the Property, the RDA shall approve TIF RECIPIENT or DEVELOPER transferring the TIF guarantee explained in Section V.C., and the RDA shall have the right to approve the transferee, which approval may not be unreasonably withheld. TIF RECIPIENT or DEVELOPER may, at its discretion, choose to pay off the remaining balance of the TIF at such point. DEVELOPER may assign all rights and obligations under this agreement to a controlled and affiliated limited liability company to own, manage and operate the Property. However, no assignment of rights and obligations under this Agreement to an unaffiliated party may occur without the written consent of the RDA. In the event a transfer occurs without RDA approval, the RDA/CITY may recall payment of the full amount of the declining principal balance in existence at the time of the transfer.
- B. All requests requiring the RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.
- C. DEVELOPER shall be prohibited from selling the Property to a non-profit organization, unless the non-profit organization agrees to pay the Annual Shortfall, assumes the guarantee, and agrees to pay the same annual property taxes as levied in the year of sale.
- D. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA promptly of such occurrence.
- E. Prior to Property transfer to DEVELOPER, the DEVELOPER shall furnish to the RDA evidence of the construction contract with respect to the development to be commenced.
- F. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plans. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Concept Plans; provided, however, that the RDA shall approve such revised Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the Concept Plans. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- G. The DEVELOPER shall prepare or have prepared Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than November 1, 2013. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate. The RDA may approve, disapprove or impose further requirements with respect to the Design Development Documents, provided, however, that if the Design Development

Documents conform with the Concept Plans, such approval may not unreasonably be withheld. In the event the Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.

- H. The DEVELOPER will file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.
- I. During the period prior to construction pursuant to this Agreement, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement of construction by the DEVELOPER, the DEVELOPER will file with the RDA quarterly progress reports during the course of construction.
- J. All documents shall be submitted in triplicate.
- K. The DEVELOPER agrees, as a covenant running with the land to be purchased (and any subsequent lease or deed shall so provide), not to discriminate on the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA/CITY to such injunctive relief or other remedies as may be available at law.
- L. **Insurance.** Prior to commencing construction under this Agreement, the DEVELOPER shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy for the Project Site on which construction is occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA and CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$1,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY Insurance Department a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

VIII. MUTUAL RIGHTS OF ACCESS.

- A. Prior to closing on the Project Site, the RDA shall permit representatives of the DEVELOPER to have access to any part of the property to which the RDA holds the right of possession at all reasonable times to obtain data and make various tests concerning the property necessary to carry out this Agreement. CITY will use reasonable

efforts to work with DEVELOPER for parking accommodations for parties of DEVELOPER accessing the property to obtain data or perform tests during the term of this Agreement. After transfer of Property to DEVELOPER the CITY shall end any public parking on the Property at the DEVELOPER's direction in anticipation of construction.

- B. After closing on the Project Site, the DEVELOPER shall permit representatives of the RDA to have reasonable access to the Project Site at all reasonable times for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with construction.
- C. **No Charge.** No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

IX. OTHER RIGHTS AND REMEDIES.

- A. **Termination and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, such party shall, upon written notice from any other party, proceed promptly to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such period in which case said defaulting party shall commence such cure within such period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings to compel specific performance by the party in default or breach of its obligation.

Completion of the development in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the DEVELOPER and the RDA/CITY; accordingly, the RDA/CITY and the DEVELOPER shall, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the RDA and the DEVELOPER may seek damages as authorized. No other remedies for the PARTIES to this agreement exist outside of this Agreement.

- B. The RDA/CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- C. Except as expressly provided otherwise in this Agreement, the rights and remedies of the PARTIES to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not

preclude the exercise of it, at the same different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.

- D. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or its successors under this Agreement.
- E. **Applicable Law, Severability and Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or PARTIES thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the RDA/CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.
- F. **Amendments to Agreement.** This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.
- G. **Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.
- H. **No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the PARTIES hereto, or render any party liable for any of the debts or obligations of any other party.
- I. **Formalities and Authority.** The PARTIES hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
- J. **Notices and Demands.** A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States

mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER: CityDeck Commons Residences, LLC
c/o Terrence R. Wall
PO Box 620037
Middleton, WI 53562

To TIF RECIPIENT: CityDeck Commons, Inc.
c/o Terrence R. Wall
PO Box 620037
Middleton, WI 53562

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

To CITY: City of Green Bay
Attention: City Clerk
100 North Jefferson Street
Green Bay, WI 54301

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

- K. **Nonmerger and Survival.** Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

Attest:

Redevelopment Authority of the City of Green Bay



Harry Maier, Chairman



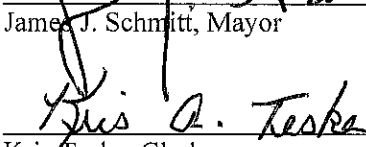
P. Robert Strong, Executive Director

Attest:

City of Green Bay



James J. Schmitt, Mayor

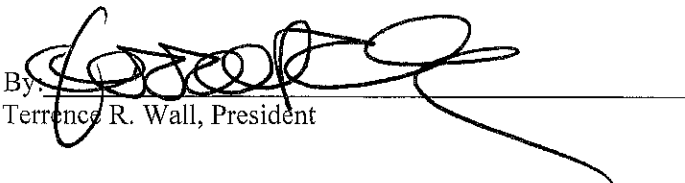


Kris Teske, Clerk

Attest:

CityDeck Commons Residences, LLC

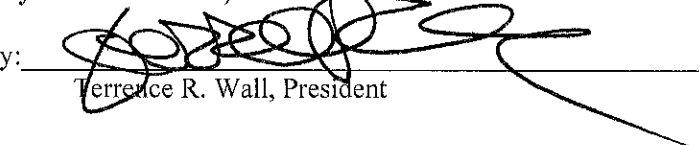
By: T. Wall Enterprises Manager, LLC

By: 

Terrence R. Wall, President

Attest:

CityDeck Commons, Inc.

By: 

Terrence R. Wall, President

EXHIBIT A
LEGAL DESCRIPTION

LOT 1 OF 51 CSM 229 BNG PRT OF LOTS 134, 135 & 138 OF PLAT OF NAVARINO.

EXHIBIT B
CONCEPT PLAN

Preliminary Drawing
Subject to Change



EXHIBIT C

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

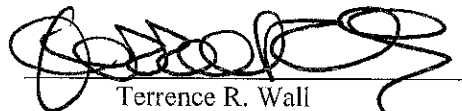
Terrence R. Wall

1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to City Deck Commons, Inc., hereinafter "Debtor," guarantee payment or promise to pay or to cause to be paid to Lender, when due or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, pursuant to the Development Agreement dated June 5, 2013 (the "Development Agreement"), Tax Increment Financing and Loan extended to Debtor subject to the Development Agreement, including interest charges and fees provided for in the Development Agreement and any other agreement related to this loan and also including the amount of any payments to Lender or other on behalf of the Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations) and to the extent not prohibited by law, this guarantee or any collateral securing an obligation. Debtor, together with the undersigned, Terrence R. Wall, shall be jointly and severally liable for the amount of any Annual Shortfall realized, as defined in the Development Agreement, plus accrued interest may be collected. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor. In the event of an Annual Shortfall, Lender shall attempt to collect from Debtor first for any and all payments. If the Lender places a lien on the Property for any non-payment, then the Lender may not also look toward the guarantor for payment.

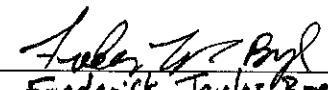
2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

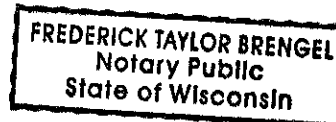
3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

Dated at Green Bay, Wisconsin, this 5th day of June, 2013.


Terrence R. Wall

Terrence R. Wall, subscribed and sworn to before me this 5th day of June, 2013.

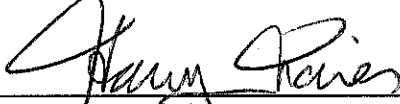

Frederick Taylor Brengel
Notary Public, Dane County, WI
My commission expires NA



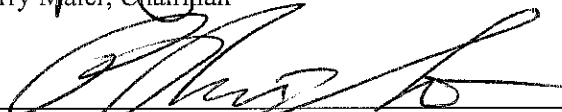
IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

Attest:

Redevelopment Authority of the City of Green Bay



Harry Maier, Chairman



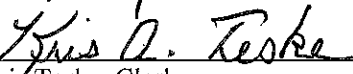
P. Robert Strong, Executive Director

Attest:

City of Green Bay



James J. Schmitt, Mayor

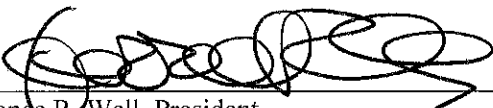


Kris Teske, Clerk

Attest:

CityDeck Commons Residences, LLC

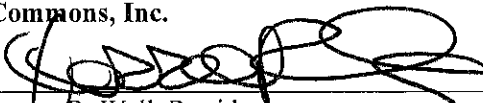
By: T. Wall Enterprises Manager, LLC

By: 

Terrence R. Wall, President

Attest:

CityDeck Commons, Inc.

By: 

Terrence R. Wall, President

EXHIBIT A
LEGAL DESCRIPTION

LOT 1 OF 51 CSM 229 BNG PRT OF LOTS 134, 135 & 138 OF PLAT OF NAVARINO.

**EXHIBIT B
CONCEPT PLAN**

**Preliminary Drawing
Subject to Change**



EXHIBIT C

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

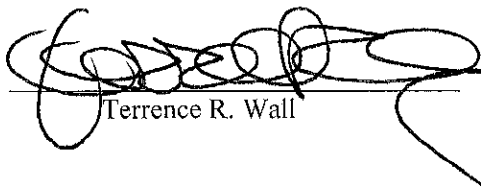
Terrence R. Wall

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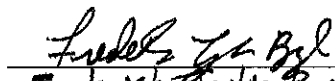
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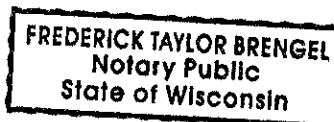
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Dated at Green Bay, Wisconsin, this 5th day of June, 2013.


Terrence R. Wall

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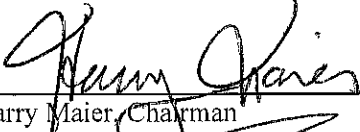

Frederick Taylor Brengel
Notary Public, Dane County, WI
My commission expires N/A



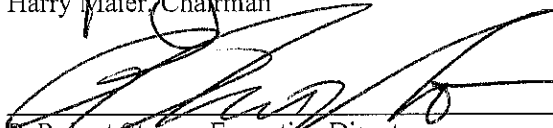
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Attest:

Redevelopment Authority of the City of Green Bay



Harry Maier, Chairman



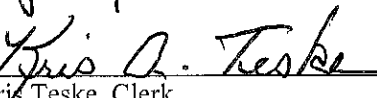
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Attest:

City of Green Bay



James J. Schmitt, Mayor

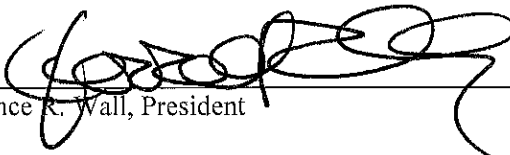


Kris Teske, Clerk

Attest:

CityDeck Commons Residences, LLC

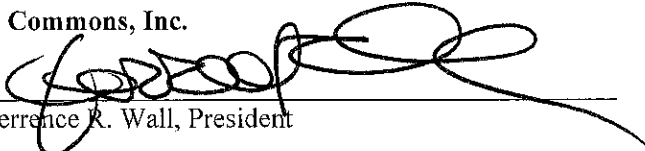
By: T. Wall Enterprises Manager, LLC

By: 

Terrence R. Wall, President

Attest:

CityDeck Commons, Inc.

By: 

Terrence R. Wall, President

**EXHIBIT B
CONCEPT PLAN**

**Preliminary Drawing
Subject to Change**



EXHIBIT C

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

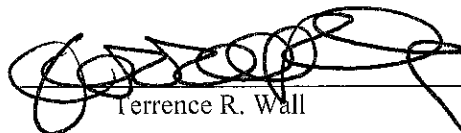
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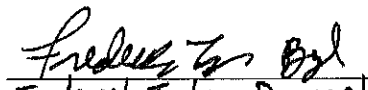
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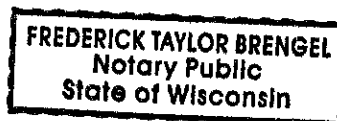
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Dated at Green Bay, Wisconsin, this 5th day of June, 2013.


Terrence R. Wall

Terrence R. Wall, subscribed and sworn to before
me this 5th day of June, 2013.


Frederick Taylor Brengel
Notary Public, Dane County, WI
My commission expires N/A



**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
AND TIF DISBURSEMENT AGREEMENT
CityDeck Residences**

This Agreement is made and entered into this 5th day of November, 2013, by and between the **Redevelopment Authority of the City of Green Bay** (hereinafter "RDA"), the **City of Green Bay** (hereinafter "CITY"), **CityDeck Residences, LLC, f.k.a. CityDeck Commons Residences** (hereinafter "DEVELOPER"), and **CityDeck Commons, Inc.** (hereinafter "TIF RECIPIENT"). The RDA, CITY, DEVELOPER and TIF RECIPIENT may sometimes be referred to individually as "Party" and collectively "Parties."

WHEREAS, the RDA owns property (hereinafter the "Property") (parcel no. 12-184-A) generally located on the southwest corner of where North Washington Street and Main Street intersect; and

WHEREAS, the CITY and RDA desire to have DEVELOPER and TIF RECIPIENT construct an active mixed-use development with approximately 84 residential apartment units and approximately 8,800 square feet of retail space and an active riverfront component; and

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

WHEREAS, the Parties have entered into a Development Agreement dated July 10, 2013 (the "Development Agreement"), and a TIF Disbursement Agreement dated July 30, 2013, (the "TIF Disbursement Agreement"), both relating to the Property; and

WHEREAS, subsequent to these Agreements, DEVELOPER and TIF Recipient requested additional TIF contribution to assist in completion of the Project, which was approved the Redevelopment Authority and Green Bay Common Council.

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

1. Amendments. The Development Agreement and TIF Disbursement Agreement are hereby amended as follows:
 - a. Sections V.B. and V.C. of the Development Agreement shall be amended by deleting "\$2,340,000.00" and inserting "\$2,440,000.00".
 - b. Sections V.C., V.D., V.E. of the Development Agreement shall be amended by deleting "16 years" and inserting "up to nineteen (19) years."
 - c. Section 2 of the TIF Disbursement Agreement shall be amended by deleting "sixteen (16) years" and inserting "up to nineteen (19) years."
 - d. Section 3 of the TIF Disbursement Agreement shall be amended by deleting "\$2.34 million" and inserting "\$2.44 million."

- e. Section 4 of the TIF Disbursement Agreement shall be amended by "\$234.00" and inserting "\$244.00."
2. Remaining Terms and Conditions. The parties hereby acknowledge and agree that, as of the date hereof, the Development Agreement and TIF Disbursement Agreement is in full force and effect, and that except as set forth herein, all remaining terms and conditions of the Agreement shall remain unchanged and the Agreements as amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been duly executed as set forth above.

CITYDECK COMMONS, INC.

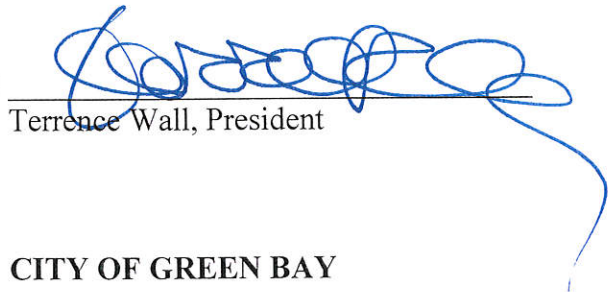
CITYDECK RESIDENCES, LLC

By: T. Wall Enterprises Manager, LLC,
its Manager

By:


Terrence Wall, President

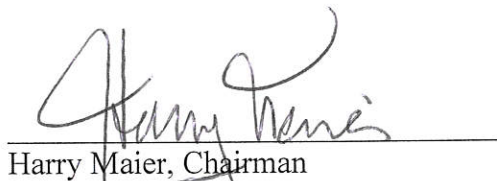
By:


Terrence Wall, President

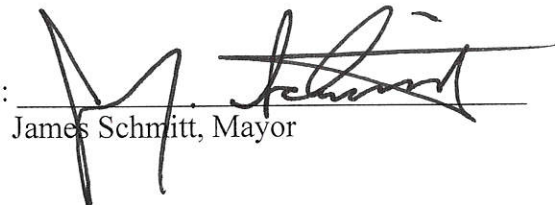
REDEVELOPMENT AUTHORITY

CITY OF GREEN BAY

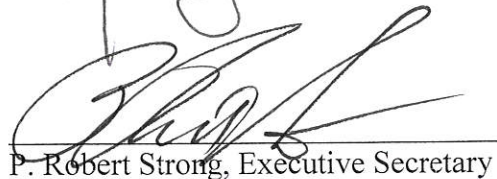
By:


Harry Maier, Chairman

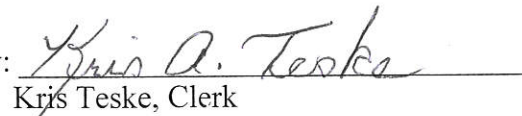
By:


James Schmitt, Mayor

By:


P. Robert Strong, Executive Secretary

By:


Kris Teske, Clerk



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

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # M.1

To receive and place on file the request by Chase Linsmeyer, 132 Blithe Street, to rescind the invoice of \$91 for placing yard waste leaves in the street.

BACKGROUND

Yard waste and leaves placed out for curbside collection by the Department of Public Works is required by ordinance to remain on the grass terrace until collected by out staff. The curbside collection program, and operation of the two yard waste composting facilities, is funded by the Storm Water Utility. The Storm Water Utility is able to receive credit toward compliance with our Municipal Separate Storm Sewer System (MS4) permit for collection of yard waste from the curbside, but only if the yard waste is kept on the grass terrace until it is collected. This is the basis of our requirement to keep the material on the terrace.

For the past 4 years, DPW staff has been sending reminder letters to residents who violate this ordinance. In addition to individual notifications, staff has completed an aggressive social media campaign to inform residents of the requirements, and has completed multiple traditional media interviews and news stories on the topic. As part of this educational effort, staff has informed residents that continued violation could be subject to financial penalty.

Beginning with the fall 2024 leaf collection season, staff began invoicing residents for violation of the ordinance. A first offense by a property owner resulted in a letter informing the owner of the violation and notice that continued violation would result in an invoice. Beginning with the second violation in the fall of 2024, an invoice for the collection was generated. All infractions occurring after the second will similarly receive an invoice.

On November 5, 2024, the property at 132 Blithe Street was discovered to have the yard waste pile in the street. A letter notifying the resident was prepared and mailed out. A copy of the November 5 infraction and subsequent letter are included in the packet. On November 15, another pile was noted in the curblane. Following City procedure, the resident was invoiced for the violation.

On November 27, 2024, the resident contested the invoice, claiming that the leaves in the street were the result of wind action, and not that the resident had placed the pile in the street. Director Grenier responded to the resident, providing photographs of the pile in the street and informing the resident that the City would not be rescinding the invoice. The resident disagrees with the Director's decision and has requested an appeal before the Committee

RECOMMENDATION

Staff recommends denial of the request

FISCAL IMPACT

ATTACHMENTS

1. 132 BLITH - Warning Letters 11-5-2024
2. 132 Blithe St Photos



Public Works Department
100 North Jefferson Street - Room 300
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Administration | Engineering | Traffic 920.448.3100
Operations 920.448.3535
Parking 920.448.3431
Fax 920.448.3102

November 6, 2024

CHASE B LINSMEYER
1670 ROSELAWN DR
APPLETON WI 54914

Dear Resident and/or Property Owner:

The City of Green Bay Public Works Department has been informed that somebody at your address 132 BLITHE ST has placed yard and garden waste in the roadway. The intent of this letter is to advise you of the rules for placing yard and garden waste to the curb for collection and request your compliance.

City of Green Bay prohibits grass, leaves, yard waste, garden waste, and brush to be placed in the street for collection. Material must be placed on the grassy terrace or lawn. Keeping this material out of the road reduces the chance of clogged storm sewers and improves the quality of storm water that flows to our rivers, lakes, and streams. When storm water flows across decaying yard and garden waste sitting in the gutter, it washes nutrients and material into the storm sewers. Additional cost to the City to clean up storm water can affect our tax rates. It is because of these environmental and financial concerns that the City of Green Bay requires all residents to dispose of yard and garden waste correctly.

In addition to keeping yard and garden waste off the roadway at collection time, it is expected that material be placed for collection *only* at the address of its origin. If an issue occurs at a location that did not generate the yard and garden waste, then the Public Works Department is unable to locate the proper person to educate and correct the issue.

For those who continue to place yard waste in the roadway after receiving this notice, please be advised there will be an invoice sent to the property owner. Additional invoices will be sent every time yard waste is placed in the roadway at this property.

The City of Green Bay Public Works Department thanks you for your understanding and cooperation with our yard and garden waste collection rules. If you have any questions or concerns in the future regarding our services, please do not hesitate to contact us.

Sincerely,

Christopher J. Pirlot, P.E.
Operations Director

CJP:rb



132 Blithe St – November 5



132 Blithe St – November



132 Blithe St. – November 15



132 Blithe St. – November 15



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

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # M.2

To approve the request by Department of Public Works to purchase yearly structure cast iron castings from Neenah Foundry in the amount of \$65,246 for the Sewer Section.

BACKGROUND

This is an annual year end purchase that the Department of Public Works requests so cast iron castings are available throughout the year for sewer maintenance and projects. A five year contract was awarded by council on December 6, 2022 and is valid until December 2027.

RECOMMENDATION

To approve a recommendation from the Department of Public Works to purchase yearly structure cast iron castings from Neenah Foundry in the amount of \$65,246.

FISCAL IMPACT

\$65,246. The items are included in the Stormwater Utility and Sanitary Utility Materials and Supplies budget.

ATTACHMENTS

- I. Q00179226 - City of Green Bay - 2024 Winter Stock

QUOTATION

Q00179226



CITY OF GREEN BAY
100 N JEFFERSON ST
GREEN BAY, Wisconsin 543015006
United States

2121 Brooks Ave
Neenah, Wisconsin 54956

PHONE: | FAX:
tony.hanlon@groupnei.com

Attn: Scott LeGrave
Phone: 920-609-6331
Mobile Phone:
Email: scott.legrave@greenbaywi.gov

Date: Nov 20, 2024
Job Name: November 2024 Order
Job Location: Green Bay, WI
Expiration Date: Nov 27, 2024
Bid Date:

We are pleased to submit the following quotation in accordance with your request.

Line	Quantity	Catalog	Description	Sales Price	Total Price
1	2 EA	1689-W	R-1689 Frame - 1689-2301 FRAME--TYPE-A--NON-ROCKING SEAT--GI CLASS 35B--AA 23-3/8, BB 1-1/2, LTRD. 'NEENAH FOUNDRY CO'--'AASHTO M306 CLASS 35B', 'MADE IN USA'	\$232.00	\$464.00
2	2 EA	1550	Solid Lid (Non-Rock) 1550-0050 SOLID LID--TYPE-B--NON-ROCK T-SEAL,AC--GI CLASS 35B--23 X 1-13/32 PLUS 3/32 GSKT., FINAL B DIM 1-1/2	\$170.00	\$340.00
3	1 EA	2050	Grate Type "D" (Non-Rock) 2050-0003 GRATE--TYPE-D--NON-ROCKING SEAT--GI CLASS 35B--23 X 1-1/2	\$151.00	\$151.00
4	8 EA	1110	Frame (Non-Rock) 1110-0003 FRAME--TYPE-A--NON-ROCKING SEAT--GI CLASS 35B--AA 22-1/4, BB 1-1/2	\$265.00	\$2,120.00
5	72 EA	1100	Frame (Non-Rock) 1100-0003 FRAME--TYPE-A--NON-ROCKING SEAT--GI CLASS 35B--AA 22-3/8, BB 1-1/2	\$265.00	\$19,080.00
6	40 EA	1090	Solid Lid (Non-Rock) 1090-1013 SOLID LID--TYPE-B--NON-ROCKING SEAT--GI CLASS 35B--22 X 1-1/2	\$138.00	\$5,520.00
7	11 EA	1090	Sanitary Lid (Non-Rock) 1090-0084 SOLID LID--TYPE-B--NON-ROCK MACH SELF-SEAL--GI CLASS 35B--22 X 1-1/2	\$179.00	\$1,969.00
8	4 EA	3067	R3067 Frame 3067-2000 INLET FRAME--TYPE-N--REGULAR SEAT--GI CLASS 35B--AA 18 X 35-3/4, BB 2, FOUR SIDED SEAT SUPPORT	\$271.00	\$1,084.00
9	12 EA	3067	R3067 Grate Type "R" 3067-7014 GRATE--TYPE-R--REGULAR SEAT--GI CLASS 35B--17-3/4 X 35-1/4 X 2, DIAGONAL BAR	\$197.00	\$2,364.00

QUOTATION

Q00179226



Line	Quantity	Catalog	Description	Sales Price	Total Price
10	3 EA	3067	R3067 Curb Plate 3067-7014 CURB PLATE--TYPE-N--DI 55+KSI YIELD--MOUNTABLE, LTRD. 'DUCTILE IRON"USA', W/FISH AND LOON LOGO--'DUMP NO WASTE DRAINS TO FRESH WATER'	\$168.00	\$504.00
11	16 EA	3070	Frame 3070-0010 INLET FRAME--TYPE-N--REGULAR SEAT--GI CLASS 35B--AA 17-3/8 X 20-1/4, BB 2, 4 SIDED SEAT SUPPORT	\$292.00	\$4,672.00
12	20 EA	3070	Curb Box 3070-0007 CURB BOX--TYPE-N--3 INCH RADIUS - OPEN--GI CLASS 30	\$184.00	\$3,680.00
13	9 EA	3070	Grate Type "R" 3070-0009 GRATE--TYPE-R--REGULAR SEAT--GI CLASS 35B--17 X 19-7/8 X 1-7/8, DIAGONAL BAR REVERSIBLE	\$136.00	\$1,224.00
14	21 EA	3070	Grate Type "A" 3070-0002 GRATE--TYPE-A--REGULAR SEAT--GI CLASS 35B--17 X 20 X 2	\$294.00	\$6,174.00
15	4 EA	1710	Adjusting Ring (Non-Rock) 1979-0119 ADJUSTING RING--TYPE-N--NON-ROCKING SEAT--GI CLASS 35B--AA 22-1/4, BB 1-1/2, F 4-1/2, M 3, N 22	\$550.00	\$2,200.00
16	6 EA	1710	Adjusting Ring (Non-Rock) 1979-0035 ADJUSTING RING--TYPE-N--NON-ROCKING SEAT--GI CLASS 35B--AA 22-1/4, BB 1-1/2, F 3-1/2, M 2, N 22	\$428.00	\$2,568.00
17	5 EA	3236-1	R3237-1 Frame 3236-0005 INLET FRAME--TYPE-N--REGULAR SEAT--GI CLASS 35B--W/SIX 11/16 IN. & TWO 3/4 IN. CORED HOLES	\$1,129.00	\$5,645.00
18	5 EA	3236	R3237-1 Grate 3236-0002 GRATE--TYPE-C--REGULAR SEAT--GI CLASS 35B--18-5/8 X 22-1/4 X 2	\$623.00	\$3,115.00
19	5 EA	3237	R3237-1 Curb Box 3237-0001 CURB BOX--TYPE-N--GI CLASS 35B--ROLL CURB TYPE	\$312.00	\$1,560.00
20	4 EA	2090	Grate 2090-0005 (Round Inlet Grate Type "D") GRATE--TYPE-A--NON-ROCKING SEAT--GI CLASS 35B--22 X 1-1/2	\$203.00	\$812.00

Quotation Comments:

QUOTATION
Q00179226



TOTAL ESTIMATED WEIGHT: 34,255 lbs
(Excluding Skids)

TOTAL QUOTATION VALUE: \$65,246.00
(Excluding Shipping & Handling)

TERMS & CONDITIONS

Neenah Foundry Terms & Conditions apply and are available upon request. Castings furnished unpainted. Quantities are approximate, changes could alter unit prices. Estimated Shipping & Handling based on above quantities shipping in one complete shipment. Any order submitted pursuant to this quotation shall not result in a contract until it is accepted and acknowledged in writing by Neenah Foundry Company (SELLER).

Notwithstanding any contrary provision in the incorporated Terms and Conditions, this quote shall expire after 7 days from the date of issuance. All orders are subject to review of buyer's credit status. Standard terms for qualified customers are Net 30 Days. Prices do not include tax. If tax exempt, please provide a sales tax exemption certificate at time of order or any applicable tax will be charged.

https://groupnei.com/App_Uploads/PageContent/salesTC_133640825765439047.pdf

FOB Origin Pre-pay & Add

NEENAH FOUNDRY COMPANY

BY _____

Tony Hanlon
Inside Sales Representative



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

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # M.3

To approve the request by Department of Public Works to adopt the Proposed 2025 Storm Water Utility Rates.

BACKGROUND

The storm water utility rates are determined annually based on the proposed budget and number of equivalent runoff units. An equivalent runoff unit or ERU means the unit by which a storm sewer charge is calculated and is based on an average horizontal impervious area of a fully developed single-family parcel within the City. An ERU is established as 3,000 square feet. The 2025 proposed rates are based on 80,000 ERUs. The calculated storm sewer rate for 2025 is \$12.50 per month per ERU.

RECOMMENDATION

To approve the proposed 2025 Storm Water Utility Rates.

FISCAL IMPACT

The proposed rates are based on the approved 2025 Storm Water Utility budget.

ATTACHMENTS

1. I&S - 2025 Approved Stormwater Utility Budget
2. I&S - Stormwater Utility - Annual 2025 Budget Comparison
3. I&S 2025 Storm Water Utility Budget Graph
4. Stormwater ERU Fact Sheet 2024

STORM WATER UTILITY - APPROVED 2025 BUDGET

12/05/24

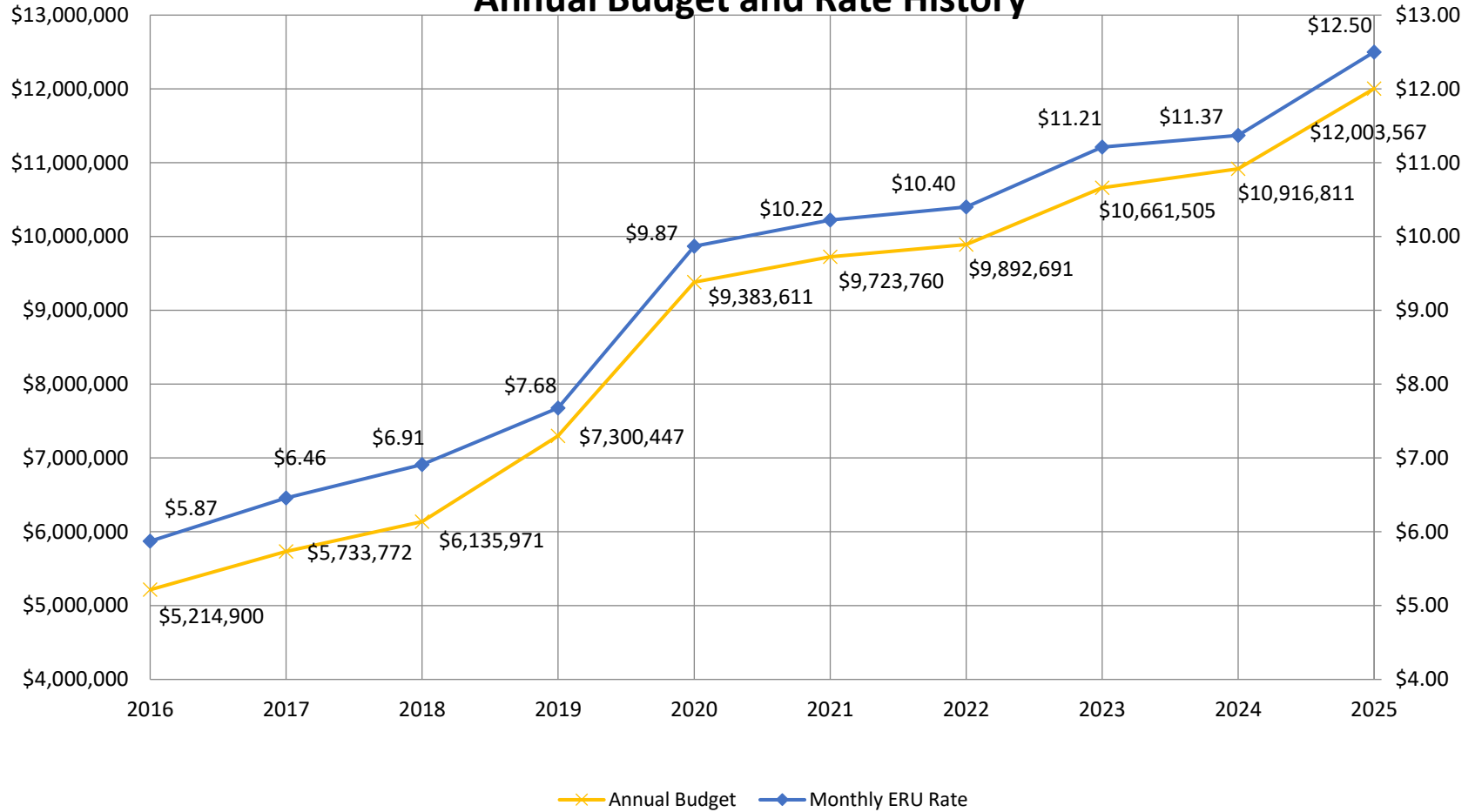
ACCOUNT #	TITLE	2025 BUDGET
50001	REGULAR SALARIES	\$1,937,375
50003	SEASONAL SALARIES	\$5,000
50501	OVERTIME	\$49,212
51201	HEALTH INSURANCE	\$298,795
51202	DENTAL INSURANCE	\$26,759
51203	LIFE INSURANCE	\$2,051
51204	LEVY SUPPORTED HEALTH INSURANCE	\$0
51210	SOCIAL SECURITY	\$120,902
51211	MEDICARE	\$28,300
51212	WORKER'S COMPENSATION	\$1,899
51301	WRS - EMPLOYER SHARE	\$138,098
51402	CLOTHING ALLOWANCE	\$5,268
51403	SAFETY GLASSES	\$1,000
51404	PERSONAL SUPPLIES	\$5,000
52001	TRAINING & TRAVEL	\$16,884
52003	DUES & BONDS	\$9,933
53001	CONTRACTUAL SERVICES	\$210,500
53002	COPY MACHINE	\$3,000
53014	LICENCES & PERMITS	\$57,102
53017	FINANCE SERVICES	\$475,000
53020	DATA PROCESSING SERVICES	\$59,426
53021	LEGAL FEES	\$3,000
53031	ENGINEERING/ADMINISTRATIVE SERVICES	\$0
53040	SANITATION DISPOSAL CHARGES	\$225,000
53102	SEDIMENT CREDIT - GBP	\$354,893
53110	SEWER SAMPLING CHARGES	\$4,000
54001	MATERIALS & SUPPLIES	\$116,000
54007	PUBLIC EDUCATION	\$5,000
54010	GAS, OIL & LUBRICANT	\$66,000
55101	EQUIPMENT REPAIRS	\$275,000
55121	LEASE PAYMENT	\$6,357
55130	CITY EQUIPMENT USAGE	\$0
55140	EQUIPMENT REPLACEMENT	\$0
55150	NEW EQUIPMENT	\$0
55191	EQUIPMENT REPLACEMENT FUND	\$0
55320	DIKE MAINTENANCE	\$5,000
55358	PUMP STATION REPAIR	\$110,000
56101	ELECTRICITY	\$106,725
56201	NATURAL GAS	\$110
56301	TELEPHONE	\$0
56302	CELL PHONES	\$11,000
56402	WATER	\$3,500
56403	SEWER	\$100
57098	DEPARTMENT INSURANCE CHARGES	\$22,530
59910	TRANSFER OUT - GENERAL FUND	\$570,000
59930	TRANSFER OUT - DEBT SERVICE	\$2,246,234
59940	TRANSFER OUT - CAPITAL PROJECTS	\$2,559,198
205670	TRANSFER OUT - FORESTRY FUNDING	\$1,998,417
44310	APPLIED PERMIT AND CONNECTION FEE REVENUE	-\$25,000
46490	APPLIED PACKER SANITATION REIMB	-\$10,000
48100	APPLIED INTEREST REVENUE	-\$100,000
48592	LOCAL GRANTS	\$0
48921	SALE OF SCRAP REVENUE	-\$1,000
49220	ARPA INTEREST	\$0
	TOTAL	\$12,003,567
	Equivalent Runoff Units (ERU's)	80,000
	ERU charge(per year)	\$150.04
	ERU Charge(per month)	\$12.50

STORM WATER UTILITY - ANNUAL BUDGET COMPARISON

12/05/24

ACCOUNT #	TITLE	2016 Budget	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 BUDGET
50001	REGULAR SALARIES	\$1,108,778	\$1,131,498	\$1,162,066	\$1,265,315	\$1,344,840	\$1,449,296	\$1,487,466	\$1,537,182	\$1,787,425	\$1,937,375
50003	SEASONAL SALARIES									\$5,000	\$5,000
50501	OVERTIME	\$39,996	\$40,000	\$39,996	\$39,996	\$39,996	\$39,996	\$39,996	\$39,996	\$41,996	\$49,212
51201	HEALTH INSURANCE	\$246,737	\$268,694	\$259,141	\$298,600	\$307,597	\$298,045	\$327,811	\$334,507	\$379,009	\$298,795
51202	DENTAL INSURANCE	\$21,470	\$21,614	\$22,240	\$23,822	\$26,960	\$27,868	\$27,836	\$25,709	\$27,876	\$26,759
51203	LIFE INSURANCE	\$1,656	\$1,937	\$2,047	\$2,155	\$2,280	\$2,206	\$1,882	\$1,938	\$1,845	\$2,051
51204	LEVY SUPPORTED HEALTH INSURANCE	\$10,070	\$8,610	\$7,630	\$5,540	\$3,690	\$2,680	\$0	\$0	\$0	\$0
51210	SOCIAL SECURITY	\$68,762	\$70,072	\$72,065	\$78,142	\$82,988	\$89,557	\$92,323	\$95,474	\$108,981	\$120,902
51211	MEDICARE	\$16,079	\$16,381	\$16,875	\$18,297	\$19,427	\$20,967	\$21,616	\$22,352	\$25,513	\$28,300
51212	WORKER'S COMPENSATION	\$12,010	\$24,485	\$22,410	\$19,150	\$16,728	\$48,288	\$37,174	\$39,114	\$36,606	\$1,899
51301	WRS - EMPLOYER SHARE	\$75,817	\$79,752	\$80,565	\$85,531	\$93,508	\$100,558	\$99,313	\$107,274	\$124,288	\$138,098
51402	CLOTHING ALLOWANCE	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$5,950	\$5,268
51403	SAFETY GLASSES	\$1,000	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,000	\$1,000
51404	PERSONAL SUPPLIES	\$0	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
52001	TRAINING & TRAVEL	\$5,000	\$8,000	\$6,000	\$10,900	\$5,900	\$9,275	\$5,900	\$6,900	\$12,690	\$16,884
52003	DUES & BONDS	\$4,500	\$5,500	\$6,500	\$5,500	\$6,000	\$6,000	\$6,000	\$9,520	\$10,362	\$9,933
53001	CONTRACTUAL SERVICES	\$250,000	\$250,000	\$250,000	\$150,000	\$100,000	\$200,000	\$150,000	\$150,000	\$285,650	\$210,500
53002	COPY MACHINE	\$1,500	\$1,550	\$1,600	\$1,600	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
53014	LICENCES & PERMITS	\$16,200	\$27,000	\$40,700	\$40,700	\$47,000	\$48,000	\$46,100	\$51,600	\$56,844	\$57,102
53017	FINANCE SERVICES	\$280,000	\$280,000	\$300,000	\$300,000	\$350,000	\$350,000	\$375,000	\$401,000	\$425,000	\$475,000
53020	DATA PROCESSING SERVICES	\$27,000	\$35,000	\$24,750	\$28,000	\$36,673	\$36,673	\$40,000	\$50,000	\$67,400	\$59,426
53021	LEGAL FEES			\$0		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
53031	ENGINEERING/ADMINISTRATIVE SERVICES		\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
53040	SANITATION DISPOSAL CHARGES	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$125,000	\$225,000
53102	SEDIMENT CREDIT - GBP				\$150,000	\$275,000	\$324,777	\$334,525	\$344,556	\$354,893	\$354,893
53110	SEWER SAMPLING CHARGES	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$4,000	\$4,000
54001	MATERIALS & SUPPLIES	\$60,000	\$75,000	\$75,000	\$75,000	\$102,891	\$75,000	\$100,000	\$100,000	\$166,435	\$116,000
54007	PUBLIC EDUCATION		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
54010	GAS, OIL & LUBRICANT	\$50,000	\$50,000	\$50,000	\$57,500	\$61,000	\$61,000	\$61,000	\$61,000	\$65,000	\$66,000
55101	EQUIPMENT REPAIRS	\$125,000	\$175,000	\$150,000	\$150,000	\$150,000	\$200,000	\$200,000	\$200,000	\$200,000	\$275,000
55121	LEASE PAYMENT										\$6,357
55130	CITY EQUIPMENT USAGE	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$0
55140	EQUIPMENT REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
55150	NEW EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
55191	EQUIPMENT REPLACEMENT FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
55320	DIKE MAINTENANCE	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
55358	PUMP STATION REPAIR			\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$110,000
56101	ELECTRICITY	\$71,860	\$71,860	\$76,660	\$98,260	\$106,000	\$106,000	\$106,000	\$110,000	\$108,350	\$106,725
56201	NATURAL GAS	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110
56301	TELEPHONE	\$0	\$1,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$0
56302	CELL PHONES	\$1,650	\$4,200	\$5,000	\$5,000	\$5,000	\$7,000	\$7,000	\$7,000	\$10,000	\$11,000
56402	WATER	\$200	\$200	\$1,500	\$1,635	\$1,725	\$1,725	\$1,750	\$1,750	\$1,900	\$3,500
56403	SEWER	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
57098	DEPARTMENT INSURANCE CHARGES	\$7,230	\$14,010	\$10,747	\$14,574	\$17,155	\$18,020	\$18,829	\$21,851	\$22,337	\$22,530
59910	TRANSFER OUT - GENERAL FUND	\$200,000	\$200,000	\$200,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$570,000	\$570,000
59930	TRANSFER OUT - DEBT SERVICE	\$561,852	\$561,329	\$561,329	\$814,460	\$814,460	\$1,498,273	\$1,415,895	\$1,533,354	\$1,661,300	\$2,246,234
59940	TRANSFER OUT - CAPITAL PROJECTS	\$1,437,323	\$1,776,370	\$2,062,440	\$2,462,060	\$3,147,230	\$2,421,980	\$2,412,980	\$2,888,110	\$2,550,798	\$2,559,198
205670	TRANSFER OUT - FORESTRY FUNDING					\$1,189,853	\$1,250,866	\$1,371,585	\$1,416,608	\$1,535,279	\$1,998,417
44310	APPLIED PERMIT AND CONNECTION FEE REVENUE									-\$38,500	-\$25,000
46490	APPLIED PACKER SANITATION REIMB									-\$10,000	-\$10,000
48100	APPLIED INTEREST REVENUE					-\$75,000	-\$75,000	\$0	\$0	-\$200,000	-\$100,000
48592	LOCAL GRANTS									-\$10,000	\$0
48921	SALE OF SCRAP REVENUE									-\$2,000	-\$1,000
49220	ARPA INTEREST									-\$22,626	\$0
TOTAL		\$5,214,900	\$5,733,772	\$6,135,971	\$7,300,447	\$9,383,611	\$9,723,760	\$9,892,691	\$10,661,505	\$10,916,811	\$12,003,567
Equivalent Runoff Units (ERU's)		74,000	74,000	74,000	79,250	79,250	79,250	79,250	79,250	80,000	80,000
ERU charge(per year)		\$70.47	\$77.48	\$82.92	\$92.12	\$118.41	\$122.70	\$124.83	\$134.53	\$136.46	\$150.04
ERU Charge(per month)		\$5.87	\$6.46	\$6.91	\$7.68	\$9.87	\$10.22	\$10.40	\$11.21	\$11.37	\$12.50

City of Green Bay - Storm Water Utility Annual Budget and Rate History



Green Bay Stormwater Utility: Protecting Our Water Resources



Established in 2004, the City of Green Bay's Stormwater Utility is responsible for managing stormwater and surface water discharges across the city. As urban development increases, so does the amount of impervious surfaces (e.g., roofs, driveways), which results in greater stormwater runoff. Managing this runoff is essential to protect our local water resources and reduce the impact on residents and businesses.

What is a Stormwater Utility?

The Stormwater Utility helps manage the runoff created by impervious surfaces in developed areas. By controlling stormwater, we protect the quality of local water bodies, reduce flooding risks, and ensure the city's infrastructure can handle heavy rainfall.

For more details, refer to

Chapter 42, Article IV of the Green Bay Municipal Ordinance.



How is the Stormwater Utility Funded?

The utility is funded through a stormwater charge included on property owners' water bills. This charge is based on **Equivalent Runoff Units (ERU)**, which represent the average amount of impervious surface area for a single-family parcel in the city. In 2024, the monthly rate was set at **\$11.37 per ERU**. Rates are adjusted annually by the City Council based on the approved budget.

What is an ERU?

An **ERU** equals **3,000 square feet** of impervious surface, which can include areas like roofs, driveways, and other hard surfaces. Your stormwater charge is calculated based on the total impervious area on your property. For example, a property with 8,000 square feet of impervious surface would be billed for 2.67 ERUs. Pervious areas, like forested areas, lawns, and certain approved green stormwater infrastructure are not counted in the calculation.

Updating ERU Calculations

Since 2004, ERU values have been determined through aerial photography and measurements. In 2024, the City began a comprehensive review using modern technology. Property owners may see adjustments to their stormwater charges in 2025 based on these updates.

Services Provided by the Stormwater Utility

The Stormwater Utility supports essential services, including:

- **Compliance reporting** for the Wisconsin Department of Natural Resources (WDNR) MS4 permit
- **Erosion control** and stormwater management plan reviews and inspections
- **Flood resiliency projects** and city forestry efforts
- **Management of stormwater facilities**, such as ponds, swales, and pump stations
- **Public outreach** and education
- **Street sweeping, leaf collection**, and yard waste composting
- **Storm sewer system** design, construction, and maintenance



*For further information, visit Green Bay's Stormwater Utility website or call **920-448-3100***



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

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # M.4

To approve the request by Department of Public Works to adopt the Proposed 2025 Sanitary Sewer Service Charges.

BACKGROUND

The sanitary sewer service charges are determined annually based on the City of Green Bay's approved budget and Green Bay Metropolitan Sewage District 2025 rates. The City's proposed 2025 rate for an average residential customer is \$159.50. The volume charge is \$6.21 per 100 cubic feet.

RECOMMENDATION

To approve the proposed 2025 Sanitary Sewer Service Charges.

FISCAL IMPACT

The proposed rates are based on the City's approved 2025 Sanitary Sewer District Budget.

ATTACHMENTS

1. 2025 Proposed Sanitary Sewer Service Charges rev.2
2. I&S - 2025 Sanitary Sewer Rate History
3. I&S - Sanitary Sewer District Rate History Graph

**CITY OF GREEN BAY
PROPOSED 2025
SANITARY SEWER SERVICE CHARGES**

SECTION 42-30. (c)1. NON-MONITORED USERS

(c)1.a. Normal Sewage Strength Parameters Five Year Average

Biochemical Oxygen Demand (BOD)	= 260 ppm
Suspended Solids (S.S.)	= 401 ppm
Phosphorous	= 7.1 ppm
Total Kjeldahl Nitrogen (TKN)	= 42.9 ppm

(c)1.b. Service Charge

Service Charge = Customer Charge + Volume Charge

(c)1.c. Customer Charge

<u>Meter Size</u> (Inches)	<u>Monthly</u> <u>Billed Customers</u>		<u>Quarterly</u> <u>Billed Customers</u>	
	<u>Allowance</u> (100 c.f.)	<u>Amount</u> (\$)	<u>Allowance</u> (100 c.f.)	<u>Amount</u> (\$)
5/8 or 3/4	1	\$ 21.80	3	\$ 47.70
1	3	37.80	9	93.90
1 1/2	5	53.80	15	140.20
2	10	95.00	30	258.20
3	20	216.00	60	612.60
4	30	316.10	90	877.30
6	65	607.20	195	1,697.40
8	175	1,370.90	510	3,841.90
10	250	1,941.60	750	5,558.50

c.f. = cubic feet

(c)1.d. Volume Charge

Green Bay Metropolitan Sewage District (GBMSD) Rates for the current period are:

Volume:	\$1.29313/1,000 gallons
BOD:	\$0.58524/pound
Suspended Solids:	\$0.60936/pound
Phosphorous:	\$2.69000/pound
TKN:	\$1.07094/pound

Based on GBMSD Rates, Volume Charges are as follows:

The GBMSD charge shall be: \$3.85/100 cubic feet

The City charge shall be: \$2.36/100 cubic feet

The total volume charge shall be: \$6.21/100 cubic feet

Section 42-30. (c)2. MONITORED USERS

Abnormal Strength Sewage

(c)2.a. Service Charge

Service Charge = Monthly Customer Charge + Quantity Charge
+ Sampling Charge

(c)2.b. Monthly Customer Charge

\$332.00 per month

(c)2.c. Quantity Charges

	<u>GBMSD Rate</u>	<u>City Rate</u>	<u>Total Rate</u>
Volume:	\$0.96726100 c.f. ^(a)	\$2.36/100 c.f.	\$3.327261/100 c.f.
BOD:	\$0.58524/pound	--	\$0.58524/pound
SS:	\$0.60936/pound	--	\$0.60936/pound
Phosphorous:	\$2.69000/pound	--	\$2.69000/pound
TKN:	\$1.07094/pound	--	\$1.07094/pound

^(a)Equivalent to \$1.29313/1,000 gallons
c.f. = cubic feet

(c)2.e. Sampling Charge

Sample Collection (\$16.00) & Analysis (\$54.25) = \$67.50 per sample
Sampler Rental = \$42.00 per day

**CITY OF GREEN BAY
SANITARY SEWER DISTRICT RATE HISTORY
(1999 - 2025)**

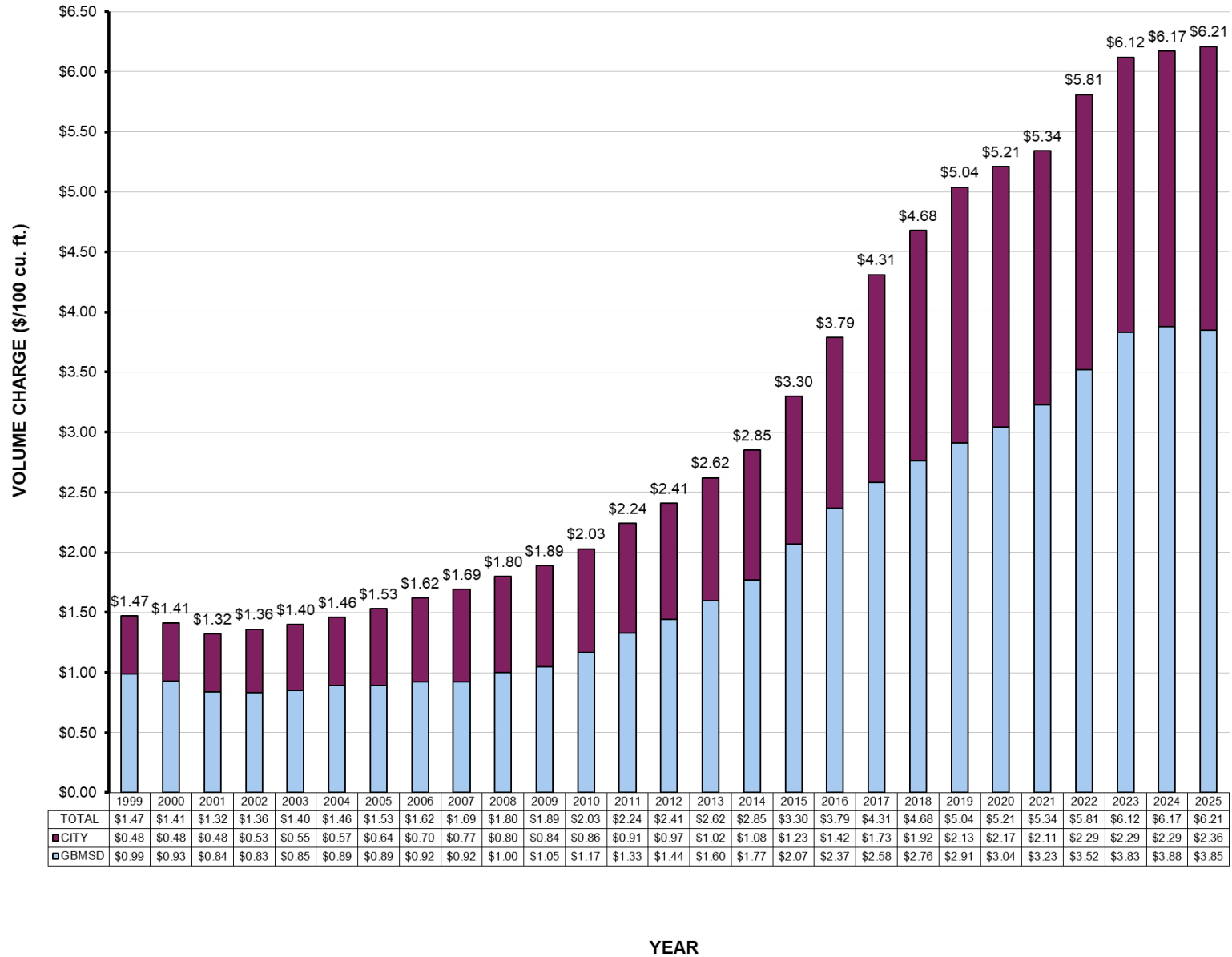
YEAR	VOLUME CHARGE NON-MONITORED USERS			MINIMUM CHARGE NON-MONITORED USERS				QUARTERLY CHARGE (AVERAGE RESIDENTIAL CUSTOMER)	BUDGET
	GBMSD	CITY	TOTAL	I/I	VOLUME	BILLING	TOTAL		
1999	\$0.99	\$0.48	\$1.47	\$3.00	\$4.41	\$5.40	\$12.81	\$39.27	\$12,744,500.00
2000	\$0.93	\$0.48	\$1.41	\$3.00	\$4.23	\$5.51	\$12.74	\$38.12	\$12,300,000.00
2001	\$0.84	\$0.48	\$1.32	\$3.00	\$3.96	\$5.62	\$12.58	\$36.34	\$14,744,000.00
2002	\$0.83	\$0.53	\$1.36	\$3.12	\$4.08	\$5.44	\$12.64	\$37.12	\$14,601,010.00
2003	\$0.85	\$0.55	\$1.40	\$3.12	\$4.20	\$5.44	\$12.76	\$37.96	\$14,707,890.00
2004	\$0.89	\$0.57	\$1.46	\$3.27	\$4.38	\$5.61	\$13.30	\$39.58	\$14,914,160.00
2005	\$0.89	\$0.64	\$1.53	\$3.91	\$4.59	\$4.94	\$13.50	\$41.04	\$15,165,010.00
2006	\$0.92	\$0.70	\$1.62	\$4.29	\$4.86	\$4.62	\$13.80	\$42.96	\$15,234,270.00
2007	\$0.92	\$0.77	\$1.69	\$4.80	\$5.07	\$4.63	\$14.50	\$44.92	\$15,523,730.00
2008	\$1.00	\$0.80	\$1.80	\$5.23	\$5.40	\$4.74	\$15.40	\$47.80	\$15,700,210.00
2009	\$1.05	\$0.84	\$1.89	\$5.41	\$5.67	\$5.33	\$16.40	\$50.42	\$13,977,596.00
2010	\$1.17	\$0.86	\$2.03	\$5.72	\$6.09	\$5.57	\$17.40	\$53.94	\$15,658,490.00
2011	\$1.33	\$0.91	\$2.24	\$6.52	\$6.72	\$5.06	\$18.30	\$58.62	\$16,355,716.00
2012	\$1.44	\$0.97	\$2.41	\$6.60	\$7.23	\$5.01	\$18.80	\$62.18	\$17,593,540.00
2013	\$1.60	\$1.02	\$2.62	\$6.67	\$7.86	\$5.07	\$19.60	\$66.76	\$17,183,170.00
2014	\$1.77	\$1.08	\$2.85	\$6.00	\$8.55	\$5.42	\$20.00	\$71.30	\$18,623,220.00
2015	\$2.07	\$1.23	\$3.30	\$6.59	\$9.90	\$5.41	\$21.90	\$81.30	\$20,000,120.00
2016	\$2.37	\$1.42	\$3.79	\$8.98	\$11.37	\$5.57	\$25.90	\$94.12	\$21,522,582.00
2017	\$2.58	\$1.73	\$4.31	\$9.00	\$12.93	\$5.56	\$27.60	\$105.18	\$24,325,816.00
2018	\$2.76	\$1.92	\$4.68	\$9.74	\$14.04	\$5.93	\$29.70	\$113.94	\$25,995,950.00
2019	\$2.91	\$2.13	\$5.04	\$10.72	\$15.12	\$5.90	\$31.70	\$122.42	\$28,754,196.00
2020	\$3.04	\$2.17	\$5.21	\$10.24	\$15.63	\$6.41	\$32.30	\$126.08	\$31,012,511.00
2021	\$3.23	\$2.11	\$5.34	\$11.52	\$16.02	\$6.66	\$34.10	\$130.22	\$31,176,695.00
2022	\$3.52	\$2.29	\$5.81	\$11.57	\$17.43	\$6.94	\$35.90	\$140.48	\$31,181,361.00
2023	\$3.83	\$2.29	\$6.12	\$11.55	\$18.36	\$8.02	\$37.90	\$148.06	\$34,384,298.00
2024	\$3.88	\$2.29	\$6.17	\$15.18	\$18.52	\$8.50	\$41.20	\$152.26	\$34,761,601.00
2025	\$3.85	\$2.36	\$6.21	\$20.21	\$18.63	\$8.88	\$47.72	\$159.50	\$34,854,981.00
% CHANGE	1.31	0.00	0.82	31.43	0.87	5.99	8.71	2.84	1.10

NOTE:

- 1) GBMSD VOLUME CHARGE = Cost of treatment of 100 cu. ft. of sewage with an estimated strength 256/420/6.9/40.6 (BOD, Suspended Solids, Phosphorous, TKN)
NOTE: TKN billing parameter added 01/01/92.
- 2) CITY VOLUME CHARGE = Service charge (per 100 cu. ft.) for such items as administrative costs, sewer repair, maintenance charges, etc.
- 3) I/I CHARGE = Quarterly charge for infiltration/inflow.
- 4) MINIMUM VOLUME CHARGE = Total volume charge x 300 cu. ft./qtr.
- 5) BILLING CHARGE = Cost for water Department to prepare bill.
- 6) QUARTERLY CHARGE (average residential customer) = 1800 cu. ft. x total volume charge + minimum charge.

12/5/24

SANITARY SEWER DISTRICT RATE HISTORY





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

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # N.I

To approve a change of agent for Wisconsin CVS Pharmacy, LLC at 930 Main St. to Abraham Gomez Barajas.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. coa



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

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # N.2

To approve an original application for a "Class A" Liquor and Class "A" Beer license for JR Smith, LLC at 1698 Main St. with a license premises description as "beer cooler, and also for the liquor there's a cabinet under the registers" (Currently licensed as JLA, Inc).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. securiy plan
2. cig
3. lease
4. application



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

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # N.3

To approve an original application for a Class "B" Beer and "Class B" Liquor license for Los Cantarios LLC at 2030 E Mason St. Suite H-I with a license premises description as "served at restaurant tables for consumption, keeping alcohol in kitchen," (Currently licensed as El Sarape).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. BUSINESS SECURITY PLAN
2. APPLICATION



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

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # N.4

To approve an original application for a Class "B" Beer and "Class B" Liquor license for Paisley Enterprises, LLC at 307 N. Broadway with a license premises description as "MAIN FLOOR DINING ROOM, UPSTAIRS LEVEL-BAR, BASEMENT, 4 BATHROOMS, KITCHEN," (Currently licensed as Chefusion, Inc).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. APPLICATION-307 n broadway



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

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # N.5

To hold an appeal until the next Protection & Policy Committee Meeting (January 13, 2025) 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 17, 2024

PREPARED BY

AGENDA ITEM # N.6

To hold an appeal until the next Protection & Policy Committee Meeting (January 13, 2025) by Sabryna Beaudoin regarding the denial of her operator's license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Appeal_Beaudoin
2. BEAUDOIN CCAP
3. BEAUDOIN CIB
4. appeal notice to attend



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

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # N.7

To approve an appeal by Deunagelo George regarding the denial of his mobile food truck license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. appeal statement and application
2. presence requested



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

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # N.8

To deny a 2024-2025 Massage Establishment License at 1306 Velp Ave.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Feng Signature
2. Feng Tao ID
3. Floor Plan
4. Inspection Denial for 1306 Velp
5. Massage Establishment License Completed Application - Tao
6. PD background Denial
7. Zhaodi Zou



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

MEETING DATE

December 17, 2024

PREPARED BY**AGENDA ITEM # N.9**

To hold a 2024-2025 Massage Establishment License at 1136 W Mason until the January 13, 2025 Protection & Policy Committee meeting and request the Clerk's Office e-mail the applicant to request a new application be resubmitted with a new insurance certificated that has an address the same as where the business is located; provide a floor plan (floor plan must be able to be inspected with all the areas), provide a different phone number, and have the location closed until next meeting.

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

1. 1136 W Mason Insurance
2. Background Check Denial for 1136 W Mason
3. Certificate of Insurance
4. Floor Plan
5. Inspection Denial for 1136 W Mason
6. Massage Establishment License Completed Application - Sheng
7. Yan Sheng Govt ID
8. Yan Sheng Signature



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

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # N.10

To approve General Ordinance No. 34-24, an ordinance amending Section 2-79(a), Green Bay Municipal Code, relating to principal City Officials.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 34-24 Relating to Principal City Officials

GENERAL ORDINANCE NO. 34-24

**AN ORDINANCE
AMENDING SECTION 2-79(a),
GREEN BAY MUNICIPAL CODE,
RELATING TO PRINCIPAL CITY OFFICIALS**

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

SECTION 1. Section 2-79(a), Green Bay Municipal Code, is hereby amended to read:

(a) *Principal City officials.* The following City officials shall be appointed by the Mayor, subject to confirmation by Council, in accordance with Wis. Stats. § 62.09. Said officials shall serve for an indefinite term, subject only to removal as described in section 2-81.

- (1) Assessor.
- (2) Attorney.
- (3) Chief of Operations.
- (4) Clerk.
- (5) Comptroller.
- (6) Director of Community and Economic Development.
- (7) Director of Human Resources.**
- (8) Director of Information Technology.**
- (9)** Director of Parks, Recreation, and Forestry.
- (10)** Director of Public Works.
- (11)** Treasurer.

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

12/17/2024



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

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # N.I I

To approve General Ordinance 33-24 Relating to Video Service Provider Fees and is amending the ordinance to reflect the accurate percentage (from 5% to 4%).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 33-24 Relating to Video Service Provider Fees

GENERAL ORDINANCE NO. 33-24

AN ORDINANCE
AMENDING SECTION 10-791,
GREEN BAY MUNICIPAL CODE,
RELATING TO VIDEO SERVICE PROVIDER FEES

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

SECTION 1. Section 10-791, Green Bay Municipal Code, is hereby amended to read:

Sec. 10-791. Video service provider fees.

(a) *Definitions.* Terms used in this section have the meaning ascribed to them in Wis. Stat. § 66.0420(2), as amended from time to time.

(b) *Fee required.* Any video service provider that provides video service within the City shall, on a quarterly calendar basis, pay to the City a video service provider fee equal to ~~five~~ **four** percent of its gross receipts, or the maximum as may be allowed under controlling federal or state law, if such maximum is less than ~~five~~ **four** percent.

(1) The video service provider fee shall be paid no later than 45 days after the end of each quarter.

(2) Upon reasonable written request, the City may, for the purpose of ensuring proper and accurate payment of a video service provider fee, review the business records of a video service provider that is required to pay such a fee. The City shall notify the video service provider of any additional amount due following an audit of such records, which notice shall include a copy of the audit report. Any additional amount due shall be paid within 30 days of such notification.

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

12/17/2024



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

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # N.12

Informational Only: Green Bay Police Department Violation Report for liquor and massage establishments.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Comm Police P&P 12.4.24
2. 24-25LiqVio 12.4.24
3. 24-25MassVio 12.4.24

CITY OF GREEN BAY POLICE DEPARTMENT

TO: PROTECTION AND POLICY COMMITTEE

FROM: COMMUNITY POLICING

DATE: December 4, 2024

From November 13, 2024 to December 4, 2024 there have been four liquor violations (see attached), no DA referrals, two warnings (see attached), and no property referrals.

On 10/26/2024, officers responded to 1306 Velp Ave, Gonh Spa and issued a citation for having lights illuminated while there was no current city license issued for the establishment. Female cited for Violation of Massage Regulations.

Sincerely,

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

kc

2024/2025 LIQUOR VIOLATIONS

Subject's Name	Tavern Name And Address	Date/Type Violation	Status of Case
Julio S. Govea-Cisernos 24-234142 2423414255701	Fiesta Latina 1911 University Ave	Violation of Stipulation/Agreement	Court Date: 7/25/24
Jason E. Charles 24-223494 2422349450301	The Getaway Bar 631 Bellevue St	Failure to Appear for Correction Meeting	Court Date: 7/31/24
Molly C Charles 24-257058 2425705855701	The Getaway Bar 631 Bellevue St	UAL-On LIC Premise>=17 YOA 1st Offense	Court Date: 1/15/25
Jason E Charles 24-257058 Warnings	The Getaway Bar 631 Bellevue St	Violation of Stipulation/Agreement Serving an Underage Person on Licensed Premises	N/A
Alexander W Engebose 24-257058 2425705855702	The Getaway Bar 631 Bellevue St	Serving an Underage Person on Licensed Premises	Court Date: 1/21/25
Alexander W Engebose 24-257035 2425703555701 2425703555702	The Getaway Bar 631 Bellevue St	After Hours Sale of Closed Container Bartending Without An Operators License	Court Date: 1/21/25
Bryana N Wilson 24-257035 2425703555703	The Getaway Bar 631 Bellevue St	Bartending Without an Operators License	Court Date: App Warrant

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
Aijua (NMI) Chen 24-258825 2425882543901	Gonh Spa 1306 Velp Ave	11/04/2024 Violation of Massage Regulations	Court Date: 01/06/2025



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

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # N.13

Informational Only: Clerk's Office Liquor Licensing Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024.12.4 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 December 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.

Opening Delays? Council grants all liquor licenses 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 the Council with the intention that de 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 currently does not have any available liquor licenses.

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 OF THE PROTECTION AND POLICY COMMITTEE
GRANTING OPERATOR LICENSES**

December 17, 2024

The Protection and Policy Committee wishes to request that the following applications for Operator Licenses be granted.

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Allen, Shawna E
Brandt, Natalie J
Burt, Svetlana A
Colwell, Tracy L
Corsten, Samantha L
DuPrey, Jullian M
Ernst, Jessica L
Fairbairn, Jennifer J
Foley, David R
Hanson, Kinzey V
Jensen, Jennifer E
Johnston, Pamela R
Krueger, Erin M
Kuntsman, Jordyn L
Lubinski, Holly M
Mans, Andrew J
Mileski, Theresa A.
Nelson, Veronica L
Perry, Kyrsten M
Piya, Nisor
Posey, Kristy M
Rieth, Beth J
Scott, Alexis I
Steavpack, Abby C
Vannetter, Mariah O
Westrich, Christopher T
Williams, Quintella E



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # P.1

To approve the dissolution of the Memorandum of Understanding (MOU) and allocation of \$1,002,843 of ARPA Economic Impact funds for RDA Vacant Parcels as approved on June 25, 2024, and to approve a reallocation reduction of \$250,000 for a total allocation of \$752,843 for RDA Vacant Parcels and to enter into a corresponding MOU. Furthermore, to approve a reallocation increase of \$250,000 for a total of \$1,000,000 ARPA Grant Economic Impact funds for the Curb Appeal Project.

BACKGROUND

RECOMMENDATION

Motion to dissolve the Memorandum of Understanding (MOU) and allocation of \$1,002,843.00 of ARPA Economic Impact funds for RDA Vacant Parcels as approved on June 25, 2024, and to approve a reallocation reduction of \$250,000.00 for a total allocation of \$752,843.00 for RDA Vacant Parcels and to enter into a corresponding MOU.

Motion to approve a reallocation increase of \$250,000 for a total of \$1,000,000 ARPA Grant Economic Impact funds for the Curb Appeal Project.

FISCAL IMPACT

ATTACHMENTS

- I. ARPA REALLOCATION December 5 2024

Memo

To: Finance Committee
Diana Ellenbecker, Finance Director

From: Susan House, Grant Administrator

Date: December 5, 2024

Re: ARPA Requests- Revenue Replacement

Community and Economic Development is requesting to reallocate \$250,000 in ARPA funds

- Reduce 7-6-212 RDA Vacant Parcels from \$1,002,843 to \$752,843
 - o Funds will be used for land acquisition for eligible housing development, green space and recreational purposes
- Increase 5-2-202 Curb Appeal Project from \$750,000 to \$1,000,000
 - o Funds will be used for: \$200,000 for the Rock the Block and \$50,000 for Good Neighbor Week



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 17, 2024

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

To approve a budget carryover resolution for \$12,000 of unspent Department of Public Works materials and supplies.

BACKGROUND**RECOMMENDATION**

Approval of the Request.

FISCAL IMPACT**ATTACHMENTS**

1. Memo - Finance - Carry Over Resolution_SGrenier_12-04-24
2. BUA Carryover - DPW Department - office supplies \$12K



Inter-Office Memo

Date: December 4, 2024
To: Finance Committee
From: Steve Grenier, Director of Public Works
Re: Carry-Over Resolution

On May 14, 2024, the Finance Committee approved a request by the Department of Public Works for a budget amendment, transferring \$70,000 of unused salaries to materials and supplies. This budget amendment was to be used for office renovations to the DPW offices at City Hall.

The hurricanes that impacted the southeastern United States earlier this year affected the company building the office furniture we ordered. Subsequently, our renovation schedule was set back several months. We have been able to encumber approximately \$58,000 worth of work, and the remaining tasks will be completed in 2025.

To facilitate the remaining work, the Department of Public Works requests that the Common Council adopt a Carry-Over Resolution, carrying \$12,000 of funds from the Department of Public Works 2024 Materials & Supplies account to our 2025 Materials & Supplies account.

**RESOLUTION AUTHORIZING
2025 BUDGET AMENDMENT / 2024 CARRY-OVER REQUEST**

December 17, 2024

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

Pursuant to the recommendation of the Finance Committee at its meeting of December 10, 2024, the following 2025 budget amendment of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
Increase:	101500 54001 DPW Engineering-Mat & Supplies	\$12,000.00
Increase:	101 34150 General fund balance carry-over	\$12,000.00

**This budget amendment is to carry-over 2024 unspent budget for material & supplies for engineering department due to delays in building the office furniture.

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # P.3

To approve the ordering of fire trucks with a long lead time and obligate future borrowing.

BACKGROUND

RECOMMENDATION

Approval of the Request.

FISCAL IMPACT

ATTACHMENTS

- I. Finance Request 12-10-2024 2-EA Fire Trucks



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

Phone 920.448.3047
Fax 920.448.3050

12/06/2024

Finance Committee 11/10/2024.

Consideration and possible action to approve the Purchase of Two (2) E-One Typhoon Customer Pumper Fire Apparatus Fire Trucks on the HGAC Contract # FS12-23 JC05 in the amount of \$1,135,089.00 each with a total cost for both \$2,270,178.00. This is a HGAC Cooperative Purchase Contract. Along with this request for approval to purchase is a request to use potentially 2026-2028 funding for payment. With the long lead-times on these purchases, it is our intent to stagger delivery and payment of these trucks so both trucks will not be expensed in one fiscal year. Current build schedule is being listed as 25+ months.

Justification Next Page

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

Justification

This was the original request that should provide the additional information.

Engine 491 is due for replacement in 2026 and is 2012 Pierce

Engine 461 is due for replacement in 2027 and is a 2015 Pierce

The best situation is to have the two engines go down the line at the same time if at all possible. If that is not an option, we would recommend ordering both and split them to have Engine 9 arrive in 2027 and Engine 6 arrive early 2028. This however backs us up with the future purchases. We are working with the vendor and may be able to get a slot on the 2026 schedule, if that is an option to split it 2026 and 2027. A last resort may be to discuss using the Consolidation Fund to help.

These are the current Engines we have as well as the anticipated dates of replacement to stay on our

Asset	Year	Make	Model	Fleet #	Comments	Current Rep. \$	2025	2026	2027	2028	2029	2030
STAFF												
MED417	2014	MedTec	Chevrolet G4500	14M305	Disposed							
ENGINE							\$	-				
EN421	2016	Pierce	Velocity	16E101		1,362,108				1,532,186		
EN431	2023	EOne	Typhoon	23E117		1,362,108						
EN441	2023	Custom Fire/Spartan	Metro Star	23E116	Re-Mount in 2022, \$380K	1,362,108						1,657,213
EN442	2012	Ford/Pierce	F550	12E108		400,000		416,000				
EN451	2018	Eone	Typhoon	18E104		1,136,727						1,383,002
EN461	2015	Pierce	Velocity	15E105	Need to order in '24	1,362,108			1,473,256			
EN471	2022	Custom Fire/Spartan	Metro Star	22E115	Re-Mount in 2022, \$380K	1,362,108					1,593,474	
EN481	2023	EOne	Typhoon	23E118		1,362,108						
EN491	2012	Pierce	Arrow XT	12E112	Need to order in '24	1,362,108		1,416,592				
EN412	2012	Pierce	Arrow XT	12E102	Badger							
EN413	2004	Pierce	Dash 2000 2nd gen	04E110	Station 4							
EN414	2009	Custom Fire/Spartan	Metro Star	09E113	Shop			refurb				

Assumptions:

*4% annual replacement cost increase

*4 year replacement for ambulances

Cost of ambulances does not include all equipment, but does include cot and radios

*5 year replacement for command vehicles

*6 year replacement for staff vehicles

*12 year replacement for engines

*15 year replacement for UTV's

*16 year replacement for aeriels

Notes:

1. As front-line vehicles are replaced they become reserve apparatus (AM491, etc.).

The reserve vehicle is then retired.

HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES only		Contract No.:	FS12-23	Date Prepared:	12/4/2024
<i>This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.</i>							
Buying Agency:	Green Bay Metro Fire Department			Contractor:	Fire Service, Inc.		
Contact Person:	Matthew Knott			Prepared By:	Jeremy Campbell		
Phone:	920-448-3278			Phone:	219-712-1372		
Fax:				Fax:			
Email:	matthew.knott@greenbaywi.gov			Email:	icampbell@fireserviceinc.com		
Product Code:	JC05	Description:	E-One Typhoon, 4-door custom full-tilt welded aluminum cab pumper. Stainless steel body (ILOS) aluminum, 1250 GPM pump, side mount pump modu				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							\$ 721,540.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
See Attached		\$412,596.00					
			Subtotal From Additional Sheet(s):				
			Subtotal B:		412596		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
See Attached		\$ -					
			Subtotal From Additional Sheet(s):				
			Subtotal C:		0		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			For this transaction the percentage is:			0%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)					1134136		
Quantity Ordered:	2	X Subtotal of A + B + C + D:	1134136	=	Subtotal D:	2268272	
E. H-GAC Fee Calculation (From Current Fee Tables)					Subtotal E: 2000		
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation							
Description		Cost	Description		Cost		
Additional Discount		-94					
			Subtotal F:		-94		
Delivery Date:		11/18/2027	G. Total Purchase Price (D+E+F):			2270178	

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Product Description:

Number of Units:One (1)

* The following details shall be provided with Purchase Order
from End User to H-GAC for customized products:

A.	Base Bid Price as in Bid/Contract No. FS12-23 JC05	(per single unit)	\$ 721,540.00
B.	Published Options added to Base Bid.....	(per single unit).....	\$ 412,596.00
C.		PER UNIT SUB TOTAL:	\$ 1,134,136.00

Change Order Provisions (if appliable):

D.	Dollar value of Unpublished Options added to base bid price per unit.....	\$ -	
E.	PER UNIT CHANGE ORDER SUB TOTAL: (Change Order not to exceed 25%)	(Change order 0%)	
F.	Order total without H-GAC fee forOne (1) units	SUB TOTAL:	\$ 1,134,136.00
G.	H-GAC Administrative Fee (from Fee Schedules).....		\$2,000.00
H.	Additional Discounts.....		\$ 1,047.00
I.	TOTAL PURCHASE PRICE INCLUDING H-GAC		\$ 1,135,089.00

J. COMMENTS AND NOTES:

FORM E - PUBLISHED OPTIONS

Procurement No.:

FS12-23

Offeror Name: Fire Service, Inc.

Pumper JC05

Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in specification)	Offered Price	Qty:	Total
1020-0053	Gates Green Stripe hose IPOS (silicone hose) shall be used for coolant applications throughout the cab and chassis, where available.	\$ 490.00	1	\$ 490.00
1160-0345	Heavy duty, formed, 10" front bumper with full wrap around. Corners to be tapered for an 8.5" wide mounting area. Includes support wings for outboard sides (as applicable). To be painted as specified.	\$ 4,495.00	1	\$ 4,495.00
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	\$ 12,411.00	1	\$ 12,411.00
1250-0085	Front chassis frame extensions, crossmembers and battery brackets shall be zinc plated (galvanized) IPOS. Includes rear subframe if applicable (urban interface, straight frame 4x4, etc).	\$ 5,666.00	1	\$ 5,666.00
1100-0003	Meritor EX225H 17" disc brakes for rear axle, maximum capacity 27,000 lbs.	\$ 2,513.00	1	\$ 2,513.00
1100-0024	G4 Electronic Stability Control (4x2), Includes RSC and ATC. Not available on 4x4, commercial chassis or tiller.	\$ 7,132.00	1	\$ 7,132.00
1200-0489	Engine upgrade to Cummins X10 450HP w/ 2027 EPA Compliance, ILOS	\$ 25,621.00	1	\$ 25,621.00
1225-0086	FIRWIN Exhaust Blanket, 2027 EPA Compliance	\$ 1,701.00	1	\$ 1,701.00
1800-0041	2027 EPA Compliance (Cooling System Upgrade)	\$ 17,467.00	1	\$ 17,467.00
1350-0037	Upgrade to 65g S/S Fuel Tank ILOS 50g Steel	\$ 2,365.00	1	\$ 2,365.00
1700-0027	Upgrade to 420a Alternator ILOS 320a	\$ 1,912.00	1	\$ 1,912.00
1680-0187	On-Spot tire chain installation. Requires pre-wire option located in Cab Electrical. Requires engineering review and approval if less than 165" WB.	\$ 5,602.00	1	\$ 5,602.00
1680-0376	Steel tow/lift bar located below front of cab mounted to chassis frame, galvanized and painted black to match the frame and extensions.	\$ 10,864.00	1	\$ 10,864.00
1550-0160	Cab door locks - electric. Includes (2) remote key fobs, barrel style key lock on exterior of each door and manual interior lock on each door.	\$ 1,487.00	1	\$ 1,487.00
1550-0180	Cab door panels stainless steel. Includes upper and lower panels with seam below handrail.	\$ 3,143.00	1	\$ 3,143.00
1550-0285	Driver and officer door windows to be power actuated with HD regulators. Switches to be located at center dash. For use with new Typhoon and 100" wide Cyclone cabs.	\$ 3,067.00	1	\$ 3,067.00
1550-0286	Rear crew cab door windows to be power actuated with HD regulators. Switches to be located on each door with add'l switches accessible by driver. For use with new Typhoon and 100" wide Cyclone cabs.	\$ 3,067.00	1	\$ 3,067.00
1670-0038	Lang Mekra mirrors w/LED marker lights and turn signals. Door mounted west coast style with convex, remote control and heat.	\$ 2,689.00	1	\$ 2,689.00
1515-0102	Air conditioning with roof top mounted condenser. Includes reduced profile evaporator w/powder coated cover and electronic controls.	\$ 15,519.00	1	\$ 15,519.00
1685-0057	Heaters cab rear with covers (PR), and front heater with heat to the feet for the driver and officer.	\$ 3,264.00	1	\$ 3,264.00
1510-0203	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: Officer, DS Rear, OS Rear	\$ 1,327.00	3	\$ 3,981.00
1510-0340	Rear facing USSC Valor ABTS seat with SCBA driver's side.	\$ 1,965.00	1	\$ 1,965.00
1510-0309	Rear facing USSC Valor ABTS seat with SCBA officer's side.	\$ 1,965.00	1	\$ 1,965.00
1510-0340	Officer seat USSC Valor ABTS fixed SCBA.	\$ 2,076.00	1	\$ 2,076.00
1510-0474	Driver seat USSC Valor P1A air ride ABTS.	\$ 3,544.00	1	\$ 3,544.00
1535-0098	Upper forward vista area cabinet. Cabinet to be full width and height of vista area forward of rear cab doors. Includes (3) horizontal hinged lift-up doors. Outboard compartments to be approx. 12" wide.	\$ 6,033.00	1	\$ 6,033.00
1535-1113	Rear cab wall riser mounted medical cabinet with side access. Cabinet to be full height x 40" wide x 20" deep with 3 adjustable shelves. Includes 24" riser under cabinet with side openings as large as possible with 1" lip on bottom of openings. Black cargo net covers shall be provided over all 4 openings.	\$ 6,801.00	1	\$ 6,801.00
1540-0175	Map box suspended with drop down door. 34"W x 6"H x 13.5"D. Includes full width shelf and vertical divider creating 4 separate storage spaces. Box to be mounted at an angle approx. 10 degrees. Include additional support bracket(s) mounting from the rear of the box to the top of the rear engine cover (as design allows).	\$ 1,372.00	1	\$ 1,372.00
1685-0112	Integrated Roll Sensor (IRS) for RollTek air bag system.	\$ 1,372.00	1	\$ 1,372.00
1685-0291	4Front air bag system with steering wheel bag, driver knee bag and officer knee bag. Requires RollTek option.	\$ 8,833.00	1	\$ 8,833.00
1685-0645	KNOX-BOX KeySecure model KS5-KSM-200K1. Includes E-ONE installed battery hot 12v power supply. Location: TBD by customer. Requires dept to purchase software package from KNOX-BOX (if they do not already have it).	\$ 2,857.00	1	\$ 2,857.00
1750-0663	JW Speaker LED cab headlights. Model 8800 Evolution 2, heated.	\$ 3,750.00	1	\$ 3,750.00
1750-0815	Radio Aptiv model PP105221 heavy duty AM/FM/Weatherband with Bluetooth, aux input, and USB port. Located [#LOC]. Includes speakers adjacent to driver and officer seats and remote Bluetooth microphone P6604240.	\$ 1,987.00	1	\$ 1,987.00
1750-1006	Battery charger Kussmaul Chief Series. 120/240 volt inlet, 60 amp output. Includes remote and built-in touch screen displays.	\$ 3,183.00	1	\$ 3,183.00
3100-0493	Stainless steel driver side body with full height 48" wide front and 48" wide rear compartments. Includes 60" wide compartment over rear wheels.	\$ 52,962.00	1	\$ 52,962.00
3120-0673	Stainless steel officer side body with full height 48" wide front and 48" rear compartments. Includes 60" wide compartment over the rear wheels.	\$ 23,773.00	1	\$ 23,773.00
3130-0284	Stainless steel 50" wide lower pump module. Includes side running boards with Bustin Tread inserts.	\$ 9,883.00	1	\$ 9,883.00
3136-0006	Two (2) pump compartment heaters are to be mounted in the pump area. Locate as low as possible.	\$ 3,257.00	1	\$ 3,257.00
3136-0587	The area above the pump enclosure will be enclosed and include (2) side access doors. Top cover is embossed treadplate with reinforcement (as required to support the weight of personnel). Includes LED interior door activated lighting.	\$ 2,634.00	1	\$ 2,634.00
3136-0558	Heat pan, stainless steel. The lower area of the pump compartment to have a four (4) sided stainless steel heat pan with two (2) removable (side to side) bottoms. Bottoms to be secured in the closed position with butterfly latches.	\$ 2,777.00	1	\$ 2,777.00
4010-0566	550 Gallon" L" shape Water Tank. Includes lowered rear section for lower hosebed height. Note: Any foam cell(s) optioned will reduce the overall water capacity. Tank capacity is 550 US gallon / 457 Imperial gallons / 2081 Liters. ILOS	\$ 6,075.00	1	\$ 6,075.00
3330-0002	Slide-out platform, rollerless. Includes chrome grab handle centered on the front face of the platform (includes hand rail as applicable). Located DS and OS Pump Pnl Steps	\$ 2,696.00	2	\$ 5,392.00

3330-0203	Intermediate rear step to be approximately 8" deep x 46" wide located above the upper rear panel compartment that is below the hose bed, and be of embossed aluminum treadplate. Step to have hand hole cut outs and integral handrail assembly welded into step structure.	\$ 1,243.00	1	\$ 1,243.00
3340-0089	Turtle Tile Brand BLACK Floor Matting covering all applicable Compartment Floors, Shelves, and Rollout Trays. Does not include roof top compartments (Added separately)	\$ 3,514.00	1	\$ 3,514.00
3340-0954	Stainless steel rear fender panels painted job color. (Recommended for FRP paint process compatibility!) Includes bolt-on stainless steel inner wheel well liners (not painted) and rubber outer fenderettes, ILOS	\$ 2,821.00	1	\$ 2,821.00
3340-1720	Rubrails constructed of 3" x 2" Black U.H.M.W. polyethylene bolted to the lower exterior side edge of the apparatus body. Does not include body rear or pump module sides. Rubrails shall be mitered 45 degrees at leading and trailing end and notched for lighting and other rubrail mounted options.	\$ 4,286.00	1	\$ 4,286.00
4005-0196	Hale QMAX 1000-2250 GPM single stage pump. Requires primer option. ILOS Pump	\$ 11,028.00	1	\$ 11,028.00
4015-0018	Valve Inlet MIV-E - Hale. Location: OFC Side and Front Bumper Intake(s)	\$ 6,836.00	2	\$ 13,672.00
4015-0019	Valve inlet MIV-M, Hale. Location: DS Intake	\$ 5,865.00	1	\$ 5,865.00
4015-0265	Trident W/3 barrel Automatic Pump Primer. For use with 1250 GPM and larger pumps. Requires 15.6 CFM or large engine air compressor ILOS	\$ 4,367.00	1	\$ 4,367.00
4015-0308	Thermal Relief Valve - Hale TRV170.	\$ 1,658.00	1	\$ 1,658.00
4440-0014	5" front intake without valve. Includes fixed 90 degree elbow above bumper when swivel option not selected. (Requires NST adapter if no swivel).	\$ 7,039.00	1	\$ 7,039.00
4445-0005	Front intake swivel 6" polished chrome.	\$ 4,349.00	1	\$ 4,349.00
4415-1252	3" Deck gun discharge w/ Akron electric valve. Requires valve controller option. Includes MNPT termination.	\$ 6,241.00	1	\$ 6,241.00
4417-0428	Stang 930 Stainless Steel 3" Deck Gun monitor with stream shaper, 2" smooth bore, and fog nozzle(C handle).	\$ 18,012.00	1	\$ 18,012.00
4465-0018	FRC InControl pressure governor TGA400. Includes engine, transmission, and master pump gauges. ILOS	\$ 4,011.00	1	\$ 4,011.00
4435-0349	Class 1/Whelen PSTank2 Water Tank Level Gauge Package. Location of Whelen PSTank2 Strip-Lights: Each Side Of Cab Forward Of Rear Doors	\$ 3,724.00	1	\$ 3,724.00
5010-0055	Vista IV display for V-MUX electrical system. Location: Ofc Side Dash IATS	\$ 3,635.00	1	\$ 3,635.00
5310-0017	Whelen Traffic Advisor model TAL65 LED - 36" long.	\$ 2,774.00	1	\$ 2,774.00
5350-0419	Rosco dual vision HD camera system model DV440. Interior mounted at the front windshield.	\$ 3,468.00	1	\$ 3,468.00
5400-0218	Golight model 20214 remote control LED spot light with black housing. If one is selected it will be located centered on cab roof on a pedestal to rear of lightbar. If two are selected, they will be located one each side of cab roof to rear of lightbar.	\$ 2,584.00	1	\$ 2,584.00
5600-0251	GTT/3M Opticom GPS vehicle system kit. Includes antenna, radio and control unit. Wired through park brake. Includes High Priority Radio/GPS control. Requires GPS traffic light receivers (customer installed) or 794H Opticom.	\$ 11,314.00	1	\$ 11,314.00
5500-0010	Federal Q2B siren - flush mounted in bumper. Location: [HLOC]. Requires activation switch.	\$ 6,051.00	1	\$ 6,051.00
5600-0306	Opticom Emitter GTT 794H. LED emitter and control only. Location and activation: DS Brow	\$ 3,993.00	1	\$ 3,993.00

Total Published \$ 412,596.00



1.800.578.4281
Fireserviceinc.com

July 18, 2024

Green Bay Metro Fire Department
501 South Washington Street
Green Bay, WI 54301

Attention: Assistant Chief Ray Fuiten:

Pursuant to our previous correspondence, this is an official proposal for the purchase of (1) E-One Typhoon Stainless Steel Pumper Fire Apparatus for the specifications dated February 12, 2024, with a quote reference number of 127178, hereto attached to this proposal.

The purchase price for this engine is:

\$1,135,090.00

Payment is required at the time of completion and inspection of this apparatus at the E-One facility, unless prior payment arrangements have been made.

Completion of this apparatus is projected to be accomplished within 39 months from the date of the receipt of the order.

Prepayment options, including rebates and or discounts, are available upon request. A 100% Performance Bond will be quoted in any prepayment scenario requested. No monies are required to secure this order.

This quote is valid for 30 days from the date of this letter.

Thank you for the opportunity to continue to serve the Green Bay Metro Fire Department.

Sincerely,

Jim Castellano

Jim Castellano
VP Fire Service Inc.



1.800.578.4281
Fireserviceinc.com

July 18, 2024

Green Bay Metro Fire Department
501 South Washington Street
Green Bay, WI 54301

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Thank you for the opportunity to continue to serve the Green Bay Metro Fire Department.

Sincerely,

Jim Castellano

Jim Castellano
VP Fire Service Inc.

To: Houston Galveston Area Council

December 4th, 2024

From: Matthew Knott

Re: HGAC Contract FS12-23 JC05

The Green Bay Metro Fire Department has purchased one (1) E-One Typhoon Customer Pumper Fire Apparatus on the HGAC Contract # FS12-23 JC05 in the amount of \$1,135,089.00

The Green Bay Metro Fire Department has entered into the contract with the E-One Dealer Fire Service, Inc. 9545 N Industrial Drive St. John, IN 46373 for the purchase of this apparatus. If you require additional information or have any questions, feel free to contact me.

Respectfully,

Matthew Knott

Green Bay Metro Fire Department



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # P.4

To approve a 2024 contingency resolution of \$100,000 for Legal Expenses.

BACKGROUND

RECOMMENDATION

Approval of the Request.

FISCAL IMPACT

ATTACHMENTS

- I. Resolution-trf Contingency to Law for legal fees \$100K

**RESOLUTION AUTHORIZING
TRANSFER OF FUNDS**

December 17, 2024

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

Pursuant to the recommendation of the Finance Committee at its meeting of December 10, 2024, the following 2024 transfer of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:	101099 59001 Contingency	\$100,000.00
To:	101140 53021 Legal Expenses	\$100,000.00

This budget amendment to cover legal expenses for the Georgia Pacific tax appeals and on-going lease negotiations.

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # P.5

To proceed as directed in closed session regarding the matter of DOUGLAS J. SCHOENWALDER v. CITY OF GREEN BAY et al.

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # Q.I

To approve General Ordinance No. 30-24, an ordinance amending section 28-4, Green Bay Municipal Code, relating to alcohol beverages.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Draft G.O 30-24 Relating to Alcohol Beverages in Parks (redline)
2. Draft G.O 30-24 Relating to Alcohol Beverages in Parks (final)

**AN ORDINANCE
AMENDING SECTION 28-4,
GREEN BAY MUNICIPAL CODE,
RELATING TO ALCOHOL BEVERAGES**

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

SECTION 1. Section 28-4(c), Green Bay Municipal Code, is hereby amended to read:

(c) *Alcohol beverages.*

(1) *Prohibition.* Notwithstanding subsections (c)(2) and (3) of this section, no person shall possess or consume any alcohol beverages in any park, playground, athletic field or court, swimming or wading pool, or parking lot.

(2) *Exceptions for certain parks.*

a. A person may possess or consume fermented malt beverages or wine in the picnic areas of Bay Beach Amusement Park, ~~Colburn Park, or Perkins Park~~ between 8:00 a.m. and 9:00 p.m., ~~and in Joanne's Baseball Stadium pursuant to any applicable agreement.~~

b. A person may possess or consume fermented malt beverages within a park if the fermented malt beverage is purchased from the City of Green Bay.

c. A person may possess or consume fermented malt beverages or wine within a park shelter if there is a valid park shelter reservation agreement for that date and time, provided that the shelter reservation agreement complies with all provisions of both Wisconsin Chapter 125 and Green Bay Municipal Code Chapter 4.

d. A person may possess or consume fermented malt beverages or wine within a park if there is a valid special event permit for that date and time, provided that the special event permit complies with all provisions of both Wisconsin Chapter 125 and Green Bay Municipal Code Chapter 4.

(3) *Approval by Parks Committee and Council.* A person may request approval from the Parks Committee to possess or consume fermented malt beverages or wine in any other park. The Committee may adopt, and the Council may approve, a written policy identifying which requests may be approved without a hearing. The Parks Department shall approve any request to which the written policy applies. Any person may demand a hearing before the Committee if their request was not approved under the written policy. If the Committee grants the person's request, and the Council approves, the person shall comply with any restrictions placed upon the rental permit or reservation by the Committee

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

12/17/2024

**AN ORDINANCE
AMENDING SECTION 28-4,
GREEN BAY MUNICIPAL CODE,
RELATING TO ALCOHOL BEVERAGES**

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

SECTION 1. Section 28-4(c), Green Bay Municipal Code, is hereby amended to read:

(c) *Alcohol beverages.*

- (1) *Prohibition.* Notwithstanding subsections (c)(2) and (3) of this section, no person shall possess or consume any alcohol beverages in any park, playground, athletic field or court, swimming or wading pool, or parking lot.
- (2) *Exceptions.*
 - a. A person may possess or consume fermented malt beverages or wine in the picnic areas of Bay Beach Amusement Park between 8:00 a.m. and 9:00 p.m.
 - b. A person may possess or consume fermented malt beverages within a park if the fermented malt beverage is purchased from the City of Green Bay.
 - c. A person may possess or consume fermented malt beverages or wine within a park shelter if there is a valid park shelter reservation agreement for that date and time, provided that the shelter reservation agreement complies with all provisions of both Wisconsin Chapter 125 and Green Bay Municipal Code Chapter 4.
 - d. A person may possess or consume fermented malt beverages or wine within a park if there is a valid special event permit for that date and time, provided that the special event permit complies with all provisions of both Wisconsin Chapter 125 and Green Bay Municipal Code Chapter 4.
- (3) *Approval by Parks Committee and Council.* A person may request approval from the Parks Committee to possess or consume fermented malt beverages or wine in any other park. The Committee may adopt, and the Council may approve, a written policy identifying which requests may be approved without a hearing. The Parks Department shall approve any request to which the written policy applies. Any person may demand a hearing before the Committee if their request was not approved under the written policy. If the Committee grants the person's request, and the Council approves, the person shall comply with any restrictions placed upon the rental permit or reservation by the Committee

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

12/17/2024



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # Q.2

To receive and place on file the staff presentation of a Proposed Masterplan for the Joannes Aquatic Center.
(INFORMATIONAL ONLY)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Joannes Presentation - Dan
2. 23_0818 Green Bay Pool OPC

Joannes Aquatic Center Proposed Masterplan



















Project: Joannes Pool Renovation

Date: August 18, 2023

CONCEPTUAL PHASE

OPINION OF PROBABLE CONSTRUCTION COSTS

GENERAL	Item	Qty.	Unit	Unit cost	Item Total	Comments
	MOBILIZATION	1	LS	\$150,000.00	\$150,000.00	
	EROSION CONTROL	1	LS	\$10,000.00	\$10,000.00	
	DEMOLITION	1	LS	\$200,000.00	\$200,000.00	
	EARTHWORK	1	LS	\$80,000.00	\$80,000.00	
				SUBTOTAL	\$440,000.00	
POOL FACILITIES						
	DENSE GRADED BASECOURSE	1556	TN	\$25.00	\$38,900.00	
	6-INCH CONCRETE - POOL DECK	1556	TN			
	CONCRETE PAVEMENT 6-INCH REINF	11785	SF	\$12.00	\$141,420.00	
	POOL DECK LIGHTING	1	LS	\$60,000.00	\$60,000.00	SUPPLEMENTAL
	SIGNAGE	1	LS	\$15,000.00	\$15,000.00	
	SITE FURNISHINGS	20	EA	\$1,200.00	\$24,000.00	BENCHES, PICNIC TABLES
	FENCING - 8' PERIMETER		LF	\$65.00	\$0.00	CHAINLINK - BLACK
	GATE - INTERNAL	5	EA	\$2,000.00	\$10,000.00	
	GATE - PERIMETER ACCESS GATE	2	EA	\$6,500.00	\$13,000.00	
	RESTROOM BUILDING	1	LS	\$350,000.00	\$350,000.00	STAFF DESK AND STORAGE
	SHADE STRUCTURE - LARGE 4 POST	1	EA	\$60,000.00	\$60,000.00	
	SHADE STRUCTURE - SMALL CANTILEVER	9	EA	\$18,000.00	\$162,000.00	
	SHADE STRUCTURE - LARGE CANTILEVER	1	EA	\$30,000.00	\$30,000.00	
	SHADE STRUCTURE SINGLE POST	2	EA	\$14,000.00	\$28,000.00	
	SHADE STRUCTURE - CABANA	3	EA	\$15,000.00	\$45,000.00	10X10
	SURF RIDER	1	LS	\$2,200,000.00	\$2,200,000.00	2 LANE
	LAZY RIVER	1	LS	\$1,000,000.00	\$1,000,000.00	
	DROP SLIDE	1	LS	\$150,000.00	\$150,000.00	
	BASKETBALL HOOPS	1	EA	\$8,000.00	\$8,000.00	
	WATER PLAY FEATURES	1	LS	\$250,000.00	\$250,000.00	PLAY NUK OR ELEVATION STRUCTURE
	AQUA ZIP	1	LS	\$25,000.00	\$25,000.00	
	SPLASHPAD	1	LS	\$1,300,000.00	\$1,300,000.00	
	HAMMOCK GARDEN	1	LS	\$50,000.00	\$50,000.00	
	YARD GAMES	1	LS	\$25,000.00	\$25,000.00	
	PEDAL TRACK	1	LS	\$35,000.00	\$35,000.00	TRACK PLUS 10 CARTS
	JUMPING PILLOW	1	LS	\$25,000.00	\$25,000.00	
	MINI GOLF COURSE	1	LS	\$450,000.00	\$450,000.00	
	POOL VESSEL MODIFICATIONS	1	LS	\$400,000.00	\$400,000.00	
	POOL MECHANICALS	1	LS	\$120,000.00	\$120,000.00	
				SUBTOTAL	\$7,015,320.00	
SITE UTILITIES						
	STORM SEWER	1000	LF	\$75.00	\$75,000.00	
	YARD DRAIN	8	EA	\$2,500.00	\$20,000.00	
	DECK DRAIN	20	EA	\$2,500.00	\$50,000.00	
	STORM STRUCTURE	4	EA	\$4,000.00	\$16,000.00	
	WATER LATERAL EXTENSION	500	LF	\$175.00	\$87,500.00	
	SANITARY LATERAL EXTENSION	500	LF	\$120.00	\$60,000.00	
	ELECTRICAL SERVICE WORK	1	LS	\$20,000.00	\$20,000.00	EX. TRANSFORMER REUSED
				SUBTOTAL	\$328,500.00	
LANDSCAPING						
	LAWN RESTORATION	1	LS	\$30,000.00	\$30,000.00	
	TREES	30	EA	\$550.00	\$16,500.00	
	LANDSCAPE BEDS	1	LS	\$20,000.00	\$20,000.00	
	STORMWATER MANAGEMENT	1	LS	\$25,000.00	\$25,000.00	
				SUBTOTAL	\$91,500.00	

TOTAL \$7,875,320.00
 20% Contingency \$1,575,064.00
TOTAL COST \$9,450,384.00



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 17, 2024

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

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

- a. Administrative Clerk
- b. Operator I

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

- 1. Personnel Committee Request to Fill Memo
- 2. Administrative Clerk (PRF) - F. Aerts 12.31.24
- 3. Operator I - K. Jauquet 01.02.25

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: December 10, 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.

- Administrative Clerk – Replacement position due to the retirement of Florence Aerts effective December 31, 2024. This position is budgeted at \$22.64 to \$23.90 per hour (Pay Grade D).
- Operator I – Replacement position due to the retirement of Kelly Jauquet effective January 2, 2025. This position is budgeted at \$25.43 to \$29.06 per hour (Pay Grade F).

**Position Fill Request
Justification Report
December 31, 2024**

Position Title: Administrative Clerk (Parks, Recreation, Forestry)

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This position is vacant as a result of the retirement of Florence Aerts effective December 31, 2024.

2. **Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, this position is included in the budget. The current wage range is \$22.64 - \$23.90/hour (Pay Grade D)

3. **Please list the functions and any special information regarding this position.**

Provides clerical support services to internal and external customers in the processing of reports, work requests, reservations, forms, as requested.

Acts as receptionist, assisting callers and responding to inquiries. Performs moderately to considerably difficult telephone answering and counter work, which may involve explanation of some departmental procedures or independent judgement for immediate/emergency or other park related response. Takes reservations, payments, enrollments, and answers customer's requests.

Assists Park and Recreation Department with clerical-related duties as deemed necessary, to include but is not limited to updating of forms, documents, email responses.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

Clerical staff are responsible for accepting payment for all reservations, program enrollments, special events, purchases, tickets, etc., for Wildlife Sanctuary customers. Additionally, they collect payment for all staff clothing and uniforms items and additional special purchases throughout the park and recreation department.

5. **Please explain why current staff is unable to absorb duties of this position.**

This position is physically located at the Wildlife Sanctuary. As we approach the opening of the New Year, this position has a critical role that takes on the setting up of summer camps, events, reservations for facilities and special programs for on site as well as off site presentation. Loss of an Administrative Clerk position represents a reduction in our department's ability to provide administrative services in a timely manner. This will force a

number of our current staff members in the administrative division to work comp time or over time to ensure the needs of our customers and staff are met.

6. If duties of position are presently being done, how are they done?

This position will not only support the Wildlife Sanctuary but will also support the Park Department main Administrative Division located at City Hall during the busier times. Currently the supervisor of the division will absorb as much as possible until the position is filled. This is an extremely busy time for us with seasonal hiring and reservations throughout the Park system. A number of these duties are having to be performed outside of our normal working hours.

7. What service would be reduced or eliminated if this position is not filled?

Response time and the level of service to the public would be directly impacted both internally and externally.

8. What are the alternative methods and costs of accomplishing the work?

Outsourcing of these duties would not be possible due to the technical aspect of our reservation system and the collection of revenue as well as confidential information.

9. Are there union issues?

No.

10. Other supporting comments.

The administrative division of the Park and Recreation Department is a fast passed working environment that provides all of the administrative support for the Department. As the Park Department continues to grow by adding additional trails, parks, and service areas the amount of administrative support continues to grow as well.

**Position Fill Request
Justification Report
December 3, 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 Kelly Jauquet effective at the end of the work day on Thursday, January 2, 2025.

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



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

December 17, 2024

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

To approve the Employee Resource Center (ERC), with the 6-session model, as the City's Employee Assistance Program (EAP) provider.

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

1. Personnel Committee - 12-10-25 - 2025 EAP Services Memo - Aurora
2. EAP Finalists for Personnel Committee
3. Aurora EAP Ebinder 12.02.2024



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

From: Joseph Faulds, Chief of Operations

Re: Employee Benefits – Contract with Aurora Health Care, Inc. for Employee Assistance Program (EAP) services

Date: December 10, 2024

Contract with Aurora Health Care, Inc. for Employee Assistance Program (EAP) services

The City's insurance broker—M3 Insurance—conducted a market assessment of employee assistance program (EAP) service providers. An evaluation of the market assessment determined that Aurora Health Care, Inc. (Aurora) is the best vendor to provide these services for our employees and members of their household based on both price and value of services. Attached is the price comparison between Aurora and Employee Resource Center (ERC), the incumbent provider, as well as a services overview of the providers.

The renewal from ERC proposed a substantial increase for the upcoming term, and after requesting ERC's best offer prior to conducting a market analysis, ERC's proposed increase was still more than a 27% increase to current rates. Aurora's EAP program offers not only a cost savings, but enhancements regarding online resources for members as well as supervisors and leaders, critical incident response services, training and education in addition to their highly rated short-term counseling services.

The recommendation is to transition to Aurora beginning on January 1, 2025, in a 6-session model. The agreement with Aurora will be for a three-year term with optional one-year extensions after the initial period.

Limited Employee Impact

M3 has obtained high level information from ERC regarding the number of open cases. There are 23 active cases affiliated with City of Green Bay at this time. These members currently have used 2-6 sessions of the 8 sessions available. ERC offers the following options regarding transition:

Regarding new intakes (anyone that calls between now and 12/31/24), ERC can either:

- a. continue to accept new clients that call up until the termination date,
- a. OR beginning immediately, we can stop all new intakes and instead refer new callers back to the City of Green Bay or their new EAP benefit.

Regarding existing clients, ERC can either:

- a. let clients know that no services will be authorized after 12/31/24,
- a. OR we can continue to see any clients with open cases through the closure of their sessions or

until they reach resolution—whichever comes first. This would be up to a maximum of 8 sessions per case. Any session that takes place after 12/31/24 would be billed at a rate of \$150 per session.

In order to limit member impact, our recommendation is for new intakes to continue with ERC through December 31, 2024 as the Aurora services begin on January 1, 2025. Additionally, we request that ERC notify new clients that new services will begin with a different provider on January 1, 2025, and that members should contact HR for information on the new services.

Regarding existing clients, the recommendation is to allow members in progress the option of transitioning to Aurora or to continue with ERC until they have exhausted the 8 sessions available, and ERC will bill the City at the per session rate for those open cases in progress prior to January 1, 2025.

Employees will receive communication regarding the transition to Aurora for EAP services and materials will be posted throughout City workspaces as well.



FEES		Employee Resource Center (ERC)	Aurora
6 Sessions Per Issue (PEPY)		\$30.60 PEPY	\$25.80 PEPY
8 Sessions Per Issue (PEPY)		Current rate: \$26.88 PEPY Renewal rate: \$34.20 PEPY	\$31.80 PEPY
Other Fee Options Available		N/A	N/A
Critical Incident Response		4 Hours Per Year Included in PEPY	Included In PEPY Fee
Additional Fees		Additional Charges for Non-Core EAP Services	Additional charges for training hours if exceeding the 10 hours included annually.
SERVICES FOR COVERED PERSON		Employee Resource Center (ERC)	Aurora
Services		24/7 Coverage In-person, virtual, or telephonic appointments Proprietary Network of Counselors Nationwide Employee Orientation Sessions MyLifeExpert Online Portal Supervisor Referrals Case Management EAP as a Management Tool	• 24/7 coverage • In-person, virtual or telephone appointments • Clinical staff - Local service area - National network • Interpreter services • Substance abuse professional services • Use of behavior change coaching modules: - Anger Management - Coping with Stress, Anxiety and Change - Rethinking Drinking - Rethinking Marijuana - Communication/Conflict Resolution (included in PEPY Fee)
Work/life		MyLifeExpert Program (\$2,200 Value): - o Thousands of articles, videos, podcasts, calculators, webinars, assessments, and worksheets - o Information on finance, legal, family & parenting, health & wellness, career, education, etc. - o Personalized profiles to manage favorites/bookmarks and access saved activities - o Content available in English, Spanish, and French	Work/life services are an essential component of a comprehensive EAP. To support you in providing an environment that promotes work/life balance for your employees, we offer: • Child care referral services • Elder care referral services • Adoption information services • K-12 and higher education resources • Financial consultations • Legal consultations (Included in PEPY Fee)
Critical Incidents		Critical Incident Response helps leaders and employees process workplace events that have wide-reaching effects, such as death of a coworker, critical communication with waves of impact, and line of duty trauma. Our Customer Care Team will partner with you to customize the response plan that fits your organization. There are many options for support from articles and educational resources to onsite or virtual debriefs either one-on-one or in groups. Currently the city of Green Bay has four hours of Critical Incident Response per year included into their contract.	Crises, whether in the workplace or at home, are often unexpected and always difficult. When crises occur, it is our goal to assist in a variety of ways: Pre-incident services • Education • Policy guidance • Training Crisis intervention strategies • Employee crisis line • Management crisis consultations On-site support • Defusing/Debriefing • Information management • Follow-up guidance (Included in PEPY Fee)

Training	EMT (Employee Assistance Program as a Management Tool) training: Leaders are on the frontline when it comes to promoting the EAP with employees. Leaders who leverage the EAP can better support their teams and enhance overall employee performance. In this 30-minute training, you will learn about your role in promoting the mental health benefit, the employee referral process, and the resources available for leaders. Currently the city of Green Bay has one hour of EMT training per year included into their contract. Professional Growth Programming options: We are working on re-evaluating our Professional Growth Programming options for 2025. Depending on the topic, these would be 40-45 minute sessions and there would be a cost involved. We will have more information available for this in 2025.	The Aurora EAP provides educational programs to support your organization's goals. We'll provide training sessions and/or webinars. Our trainers are experienced facilitators with demonstrated skills in program content and delivery. Training options include, but are not limited to: • Conflict management • Building a culture of inclusion • Depression awareness in the workplace • Managing change • Resilience • Interpersonal communication styles • Substance abuse awareness • Respect in the workplace • Substance abuse awareness We will provide complete course descriptions as we implement the program, and your account executive will work with you to coordinate scheduling (10 training hours included in PEPY Fee)
Promotional Materials	Brochures, Posters, Wallet Cards, EAP Newsletters	Brochures, Wallet cards, EAP Website, monthly messages, newsletters/posters, webinars

SERVICES FOR EMPLOYER	Employee Resource Center (ERC)	Aurora
Support	Dedicated Account Manager - Michelle Diederich - o Program Planning and Implementation - o Unlimited phone consultation with management on employee behavior issues - o Employee Orientation Guidance	Dedicated Account Executive who will work with you to provide sustainable value in managing complex workplace situations. Available 24/7 Consultative services include: Sensitive workplace issues, Supervisory Referrals, training and staff development Implementation/promotion: On-site and virtual implementation meeting, on-site and virtual, management and supervisory training, on-site and virtual employee orientations, sample introductory letter for families, EAP promotional resources Crisis response: Education, policy guidance, training, management crisis consultations, defusing/debriefing, information management, follow-up guidance (included in PEPY Fee)
Training	EMT (Employee Assistance Program as a Management Tool) training Leaders are on the frontline when it comes to promoting the EAP with employees. Leaders who leverage the EAP can better support their teams and enhance overall employee performance. In this 30-minute training, you will learn about your role in promoting the mental health benefit, the employee referral process, and the resources available for leaders. Currently the city of Green Bay has one hour of EMT training per year included into their contract. Professional Growth Programming options We are working on re-evaluating our Professional Growth Programming options for 2025. Depending on the topic, these would be 40-45 minute sessions and there would be a cost involved. We will have more information available for this in 2025. Unlimited phone consultation with management on employee behavior issues	The Aurora EAP provides educational programs to support your organization's goals. We'll provide training sessions and/or webinars. Our trainers are experienced facilitators with demonstrated skills in program content and delivery. (see training options list above) We will provide complete course descriptions as we implement the program, and your account executive will work with you to coordinate scheduling.
Promotional Materials	Brochures, Posters, Wallet Cards, EAP Newsletters, Frontline Supervisor Newsletter	Brochures, Wallet cards, EAP Website, monthly messages, newsletters/posters, webinars
Reporting	Quarterly Utilization Reporting	Quarterly Utilization reports and year end summary reports are provided
Additional Notes	3-Year Contract	3 -Year Rate Guarantee

While every effort is made to illustrate the carriers' various benefits, discrepancies or errors are possible. In the event of an error, the actual product brochure furnished by the insurance carrier and approved by the Commissioner of Insurance will prevail. The master contract and policyholder certificates are more detailed and should be used for the determination of benefits. All plans will comply with state and/or federal requirements with regard to nervous and mental benefits.



A free benefit for you and your family

Your employer pays for this service for you and any family member living in your house. If assistance is needed beyond the scope of the Advocate Aurora EAP, we will refer you to appropriate resources.

Our promise to you

The Advocate Aurora EAP makes every effort to protect your privacy and ensure that your EAP service is completely confidential. We strictly adhere to the federal and state laws that regulate mental health and medical treatment records.

Give Advocate Aurora EAP a call.

Call 800-236-3231 and identify yourself as an employee of your company. Your family may do the same. The Advocate Aurora EAP has locations throughout Wisconsin, Illinois, the United States and Canada.

Our goal is to ensure that your use of the Advocate Aurora EAP will be convenient, timely and worthwhile.

Life has a lot to offer. We'll help you make the most of it.

The Advocate Aurora Employee Assistance Program

Our Employee Assistance Program was established in 1983 and has grown into one of the premier EAPs in the country. We serve businesses of all sizes throughout North America, providing confidential, quality services to help employees and their families maintain balance between work and home.

As part of Advocate Aurora Health, the EAP is committed to enhancing the quality of life and wellness for the diverse people we serve. We rely on a seamless network of providers who can address a wide variety of family and workplace needs.

Advocate Aurora Health is a not-for-profit health care system dedicated to promoting total health and wellness, preventing illness, and providing state-of-the-art diagnosis and treatment whenever and wherever we can best meet individual and family needs.

We look forward to hearing from you!

To learn more about Advocate Aurora EAP, visit aah.org/eap or call 800-236-3231.



aah.org/eap

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Healthy solutions for life.

**Advocate Aurora
Employee Assistance Program**



The Advocate Aurora Employee Assistance Program helps employees and families make the most of life.

We are committed to helping you find solutions that can help you deal with the challenges of busy lives – solutions that get results quickly, conveniently and confidentially.

Finding a better way

Living life to the fullest can be challenging. Life is filled with change and uncertainty. Everyday responsibilities and demands on your time can feel overwhelming. Calling Advocate Aurora EAP can be your first step in finding a better way to take charge of your life and return to an increased level of wellness.

Eligibility

The Advocate Aurora EAP is available to employees and family members residing in the household.

How Advocate Aurora EAP works

Help begins as soon as you make the first call. We will listen to your concerns and ask questions about your current situation.

Based on your needs, we will either:

- Connect you directly with an EAP counselor
- Schedule a consultation at a convenient time for you, or
- Link you with specialized work-life services

As you speak with an Advocate Aurora EAP counselor during an in-person or phone consultation, you may be offered a variety of suggestions, such as a referral to a support group, community resources or counseling. Sometimes simply talking with the EAP counselor and hearing some suggestions is all that is needed.

When to use the Advocate Aurora EAP

Consider calling the EAP when a problem:

- Occupies too much of your time
- Interferes with normal activities
- Persists for more than 2-3 weeks

Typical concerns may include:

- Alcohol/drug abuse
- Anxiety or depression
- Balancing work & family
- Caring for aging parents
- Child/family concerns
- Finding quality and cost-effective child care
- Divorce
- Financial pressures
- Legal issues
- Relationship issues
- Workplace stress

Work-life services

All of the following work-life balance services are available as part of your EAP benefit.

Child care and elder care consultation, information and referral. Our family life experts will provide you with a variety of referral options and help you choose the most appropriate resources for your family.



Educational resource assistance for K-12 and higher education. We will match families with private and public schools from kindergarten through college and assist with choosing the most appropriate options. We can also help families understand financial aid options and assist with scholarship opportunities.

Adoption information. Our specialists will guide you through every aspect of the adoption process.

Legal consultation and mediation services. We provide a free 30-minute consultation with an experienced attorney in your area. Mediation can be a money-saving option for resolving many legal issues.

Financial consultation. Our financial experts provide up to 30 minutes of free phone consultation services and can help you address your financial concerns, such as bankruptcy or debt management.

Unlimited access to our web-based work-life services, including search forms and calculators.



AdvocateAuroraHealth™

Employee Assistance Program

Advocate Aurora Health EAP and Work/Life Services Package

Benefits	Aurora EAP
Clinical Services	
Live 24/7 toll-free access	Included
Individual crisis intervention (24/7 access)	Included
Telephonic, virtual &/or in-person EAP sessions	Models available range from 3-8 sessions per issue
Interpreter and TDD services	Included
Appointment scheduling (non-crisis)	Three to five days
Appointment scheduling (crisis)	Same day
Master's-level licensed clinicians	Included
National network of credentialed providers	Included
Follow-up offered on all cases	Included
Behavior change coaching modules for individual and performance-related issues, including: - Anger Management - Coping with Stress, Anxiety & Change - Rethinking Drinking - Communication/Conflict Resolution - Rethinking Marijuana	Included
Substance Abuse Professional (SAP) services	Included
Interface with treatment providers covered in the employee's network	Included
Referral to community providers and resources	Included
Work/Life Balance Services	
Financial consultation	Free 30-minute telephone consultation; further services are offered at a 25% reduced fee
Legal consultation	Free 30-minute office or telephone consultation; further services are offered at a 25% reduced fee
Legal mediation information and referral services	Free 30-minute telephone consultation; further services are offered at a 25% reduced fee
Identity theft guidance	Included
Adoption information and referral services	Included
K-12 and higher education information, referral and searches	Included
Elder-care information and referral services	Included
Daycare information and referral services	Included
Individual and family info kits	Included (topics consist of new parents, back-to-school, higher education, summer care and more)

All of the above services are available to you and your household family members at no cost, as a benefit from your employer. Services are confidential as state and federal guidelines apply. Please call us at 800.236.3231 with questions or to connect with an EAP specialist.

Access

A publication of the Aurora Employee Assistance Program

2024 | Issue 2

Know your EAP benefits – When to call... and all the ways it can help

You probably know that Aurora EAP offers free and confidential services to assist employees in resolving personal problems that may affect their work performance. Originally, EAPs were designed to help workers with issues such as alcohol or substance abuse.

However, today Aurora EAP offers a wider range of additional services to covered employees and family members living in their immediate household. These expanded offerings include help with:

- Mental and behavioral health issues – including depression, anxiety, substance abuse
- Family/relationship issues
- Legal and financial consultations
- Mediation consultations
- Child care and elder care referral services
- Adoption information
- K-12 and higher education services



Stress is increasing; EAP work/life services can help

Work and financial challenges are two of the top causes of employee stress. *People at Work 2022: A Global Workforce View* found that 78% of Americans admit they experience stress at work at least once per week. 53% of respondents believe their work is suffering due to poor mental health. This report indicated that stress at work has reached critical levels, with one in seven workers feeling stressed every day.¹



Aurora EAP offers resources and tools to promote employees' work/life balance. This is accomplished by helping employees (or their household dependents) proactively address personal concerns that might be causing them to become overwhelmed or distracted in the workplace.

Did you know?

Aurora EAP provides:

- Live, 24/7 telephone coverage
- In person, virtual or telephone appointments are available
- Interpreter services are offered, if needed

¹ADP. (n.d.) *People at Work 2022: A Global Workforce View*, April 25,



Aurora EAP: 800-236-3231



Aurora Health Care®

CONTINUED ON BACK



Moving past any perceived stigma

Even employees who understand the scope of the EAP's offerings, may hesitate to use it, because of a perceived stigma around asking for help. This is especially true regarding mental health issues. This stigma is gradually being erased, as more employers fully educate employees about using EAP services, including mentioning the benefits of addressing mental health concerns. Employers are encouraged to speak openly about using the EAP. They are encouraged to share situations when employees might use it, and to explain why accessing EAP services for mental health reasons is nothing to be ashamed of or worried about. Today, more people understand that it's actually a sign of strength to ask for outside help, when needed.

Other benefits of using Aurora EAP

Please remember that it costs nothing to contact the EAP. It can be healthy and constructive to tap into Aurora EAP's confidential, no-cost services when challenges arise. Why? Aurora EAP offers a listening ear on demand. For many people, talking to a trained licensed professional anytime, day or night, can be reassuring. That first phone call can start the process of moving forward and helping people successfully handle their home and workplace challenges.

Complete confidentiality is assured

Aurora EAP services are confidential, following State and Federal laws. No personally identifiable employee data or information about specific interactions is ever shared with the employer. This allows employees to be open and honest, without fear of jeopardizing their relationships with co-workers, managers or their overall employment status. Some employees incorrectly assume EAPs are only for people having serious problems or that contacting the EAP will negatively affect their career prospects. This is not accurate. Legally, a counselor is not allowed to reveal any information to an employer about an employee's counseling sessions.



Aurora EAP: 800-236-3231

2023 All Employer Annual Report

From Aurora EAP



Letter from the Director



As a country, we are in a mental health crisis. Research indicates that approximately 26% of Americans have a mental health diagnosis. Beyond that, extreme loneliness is also at a crisis level. Some studies have reported that as high as 50% of Americans in different subgroups—like adolescents and women with young children—suffer from extreme loneliness. Unfortunately, access to mental health is both limited and underfunded. Therefore, any program that can offer mental health resources is something to be taken seriously as a value-added benefit.

I applaud your professionalism, responsiveness, and genuine concern in wanting to address the mental health needs of your employees and your organization. I sincerely appreciate you choosing the Aurora EAP to assist in this endeavor.

Highlights from year-end 2023 utilization include:

- We served over 300 organizations and 150,000+ eligible employees.
- 77% of supervisory referral employees were retained, saving our customers over seven million dollars in turnover costs.
- 69% of all cases were either resolved using EAP services or referred to no-cost community resources, saving significant dollars on health care spending.
- ***Overall, for every dollar invested in EAP, we were able to demonstrate a \$4.82 return on investment!***

Please see the remainder of this summary report for additional year-end highlights.

I look forward to continuing our relationship and exploring new ways to enhance our EAP offerings. Please do not hesitate to contact your account executive or myself if you have any questions, feedback, or suggestions.

I genuinely thank you for your continued support of the Aurora EAP, and your commitment to the health and wellness of your employees.

Warm Regards,

Pauline Krutilla

Director Aurora Employee Assistance Program

Aurora EAP

We help people live and work well

How We Served Clients

All Employers
Report Year: 2023

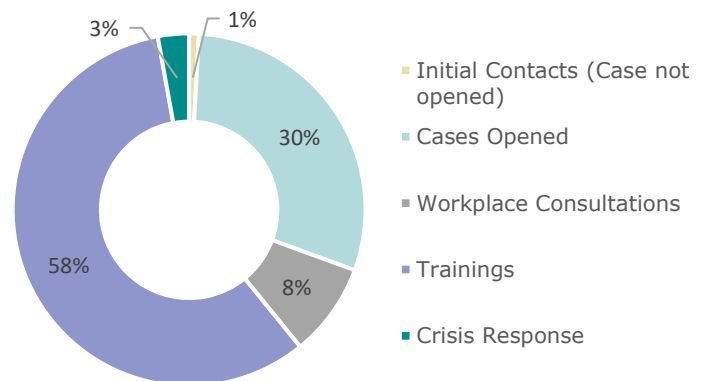
Employees Covered: 158,065

	Impact Rate	Utilization Rate
2021	10.43%	4.00%
2022	17.01%	4.65%
2023	13.28%	3.93%
Average:	13.57%	4.19%

Impact Rate = Total Number of Employees Impacted / Number of Covered Employees

Utilization Rate = Total New Open Cases / Number of Covered Employees

Services Utilized	
Total # Employees Covered	158,065
Initial Contacts (Case not opened)	189
Cases Opened	6,211
Workplace Consultations	1,799
Trainings	12,144
Crisis Response	597
Total Impacted	20,940
Impact Rate	13.28%



Top 5- Primary Concerns	
All Employers	
1	Child / Family
2	Couples / Relationship
3	Anxiety
4	Stress
5	Legal

Aurora EAP

We help people live and work well

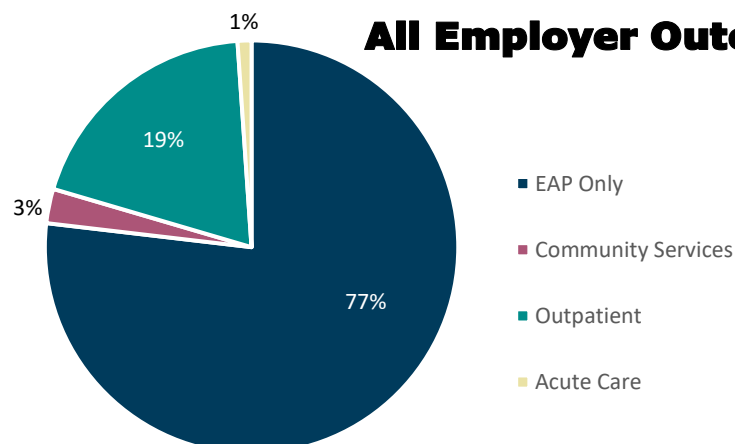
How We Served Clients

Contacts with Clients	2023
Client Sessions	
Telephonic Consultation	3,955
In-Person Sessions	3,254
Telephone Sessions	3,490
Video Sessions	5,312
Affiliate Provider Sessions	1,038
Total Sessions:	17,049
Miscellaneous Clinical Contacts	
Initial Contact	8,654
Scheduling	6,319
Internal Client Consult	380
External Client Consult	190
Supervisory Referral Consult	1,216
Case Management	6,963
Inquiry	21
Other	725
Total Other Contacts:	24,468

Case Types	2023
EAP	4,268
SFAP	559
USAP	103
Admin/ Supervisory Referral	171
Fitness for Duty	14
Well-Being Check In	146
Work-Life: Family Services	146
Work-Life: Legal and Financial	808

Analysis of Closed Cases	2023
Total Cases Closed	5,799
Average # of Sessions Used	2.90

Case Outcomes	2023	
	#	%
No Further Treatment	3,544	61.11%
Referral: Work-life	913	15.74%
Referral: Community Services	156	2.69%
Referral: Outpatient	1,123	19.37%
Referral: Acute Care	63	1.09%



Aurora EAP

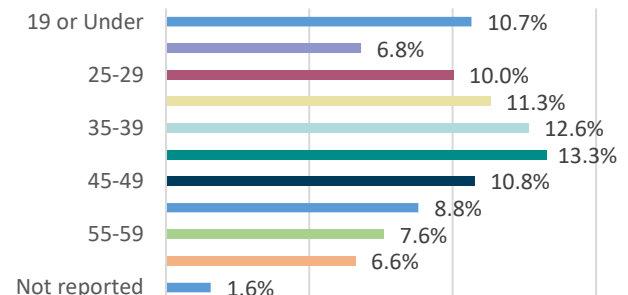
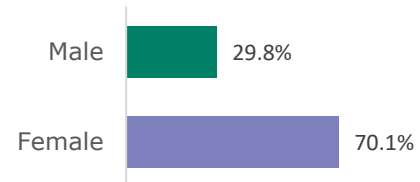
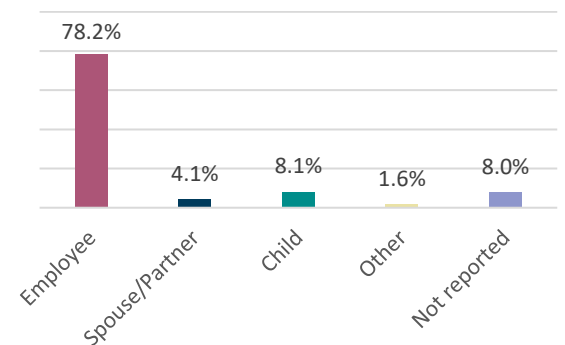
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Who We Served

All Employers
Report Year: 2023

Employees Covered: 158,065

2023			
Case Opened On		#	%
Employee		4,854	78.2%
Spouse/Partner		256	4.1%
Child		503	8.1%
Other		99	1.6%
Not reported		499	8.0%
Total		6,211	
Gender		#	%
Male		1,849	29.8%
Female		4,355	70.1%
Other		7	0.1%
Not reported		0	0.0%
Total		6,211	
Age		#	%
19 or Under		662	10.7%
20-24		422	6.8%
25-29		622	10.0%
30-34		702	11.3%
35-39		785	12.6%
40-44		824	13.3%
45-49		668	10.8%
50-54		547	8.8%
55-59		472	7.6%
60 or older		410	6.6%
Not reported		97	1.6%
Total		6,211	
Aware of EAP		#	%
Co-Worker		126	2.0%
Counseling/Social Worker		94	1.5%
Family Member		394	6.3%
Human Resources		326	5.2%
Orientation/Training		270	4.3%
Promotional Materials		2,302	37.1%
Repeat Client		1,683	27.1%
School Administration		442	7.1%
Supervisor		366	5.9%
Teacher/Professor		74	1.2%
Website		134	2.2%
Total		6,211	

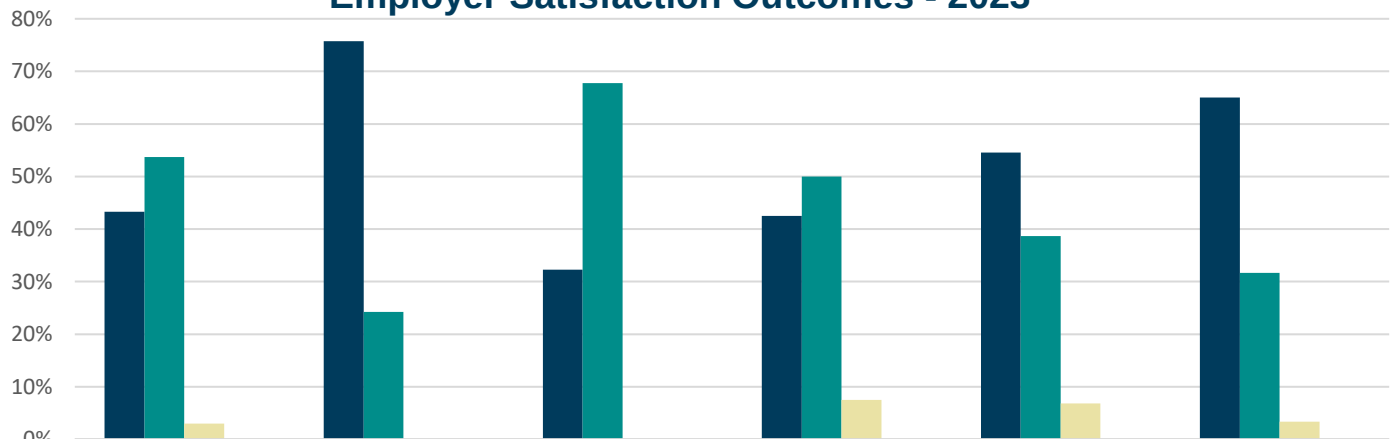


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How We Served Organizations

Employer Satisfaction Outcomes - 2023



	How would you rate your overall satisfaction with Aurora EAP?	How would you rate the responsiveness of your assigned Account Executive?	How would you rate your experience using our supervisory referral process, if applicable?	How would you rate the value of management consultations in relation to challenging workplace situations?	How would you rate the quality of training provided by the Aurora EAP, if applicable?	How likely are you to recommend Aurora EAP to other employers?
■ Very Good	43%	76%	32%	43%	55%	65%
■ Good	54%	24%	68%	50%	39%	32%
■ Poor	3%	0%	0%	8%	7%	3%
■ Very Poor	0%	0%	0%	0%	0%	0%

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How We Served Organizations

Workplace Consults

	# of Consults	# of Contact Events	# of Hours
Information Only	218	383	157
Organizational Consultation	952	1,715	864
Employee Consultation	137	217	98
Fitness for Duty Consultation	31	53	24
Supervisory Referral Consultation	186	1,034	348
Administrative Referral Consultation	135	332	83
Crisis Response Consultation	83	198	97
Workplace Violence/ Threat Assessment	5	18	11
Other	29	52	29
Total	1,776	4,002	1,709

Training Services

	# of Trainings	# of Individuals	# of Hours
Employee & Family Education Programs	21	129	18
Employee Training	202	5,866	206
Management Training Series	2	50	2
Miscellaneous Onsite Services	197	446	468
Promotional Events	33	4,159	122
Supervisor/ Leader Training	71	1,494	89
Total	526	12,144	905

Crisis Response

	# of Contacts	# of Individuals	# of Hours
First Crisis Debriefing	65	485	126
Follow-up Crisis Debriefings	15	112	16
Total	80	597	141

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2023 Cost Savings

HUMAN CAPITAL OUTCOMES

Work Life Balance Cases	# of Cases	Hrs Saved	Hourly wage	Savings
Adopt/Child Care/ Edu'n	82	15	\$26.98	\$33,185
Elder Care	36	30	\$26.98	\$29,138
			Cost	Savings
Financial	154		\$150	\$23,100
Legal &/or Mediation	561		\$250	\$140,250
Total:				\$225,674

Supervisory Referral Cases	# of Cases	Avg Salary	1/2 Salary	Savings
Retained Supervisory Referrals	271	\$56,120	\$28,060	\$7,604,260

HEALTH CLAIMS OUTCOMES

Cases Resolved in EAP	# of Cases	Average Cost	Savings
Total:	4,613	\$675	\$3,113,775

ORGANIZATIONAL OUTCOMES

Workplace Consultations	Hours	Hourly Rate	Savings
Informational/ Organizational	1,021	\$400	\$408,400
Employee Consultation	98	\$400	\$39,052
Fitness for Duty Consultation	24	\$400	\$9,420
Supervisory/Admin Referral Consultation	431	\$400	\$172,400
Crisis Response Consultation	97	\$400	\$38,832
Other	40	\$400	\$16,000
Trainings			
Employee & Family Education	18	\$400	\$7,360
Employee Training	206	\$400	\$82,400
Misc. Onsite Services	468	\$400	\$187,280
Promotional Events	122	\$400	\$48,720
Supervisor Training	91	\$400	\$36,400
Crisis Response			
First Event	126	\$400	\$50,240
Follow-Up Event	16	\$400	\$6,200
Total:			\$1,102,704

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2023 Cost Savings

Overall Savings

Work Life Balance Services	\$225,674
Supervisory Referrals	\$7,604,260
Cases Resolved in EAP	\$3,113,775
Workplace Consultations/Trainings/ Crisis Responses	\$1,102,704
Total:	\$12,046,413

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Account Executive Recommendations

Sharing some guidance from the Employee Assistance Professional Association (EAPA), drafted to help organizations maximize the benefit of offering & utilization of EAP services in their workforce.

- ✓ Work with your Account Executive to create a year-long EAP promotional calendar:
 - Distribute promotional materials frequently (monthly messages, employee & management newsletters, topical articles)
 - Schedule annual in-person or webinar orientations
 - Mail EAP letter and wallet cards/magnets to employee's homes
- ✓ Make EAP an integral part of leadership, well-being/wellness programs, safety committee, HR, finance, planning and strategy.
- ✓ Be sure to equally promote EAP for both employee-focused services and organizational-level interventions.
- ✓ Do you offer these organizational-level interventions?
 - Training leaders to improve the workplace culture and ensure referrals to EAP
 - Programs to increase skillset of managers around supportive supervision
 - Problem solving services for organizational units under duress
 - Advising units on camaraderie building and peer-led connection opportunities
 - Communication skill training, both for leaders and teams
- ✓ Remember EAP's ability to assist with change management.

**Please reach out to your Account Executive
to further discuss any of the above.**

800.236.3231

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EAP Cost Savings Glossary of Terms

Cases Resolved in EAP: The Health Claims component of this report represents the estimated savings from eliminating costs of medical claims and further behavioral health treatment as a result of care provided by our EAP counselors. We have calculated estimated savings by counting the number of cases where employees' needs were resolved within the EAP setting (therefore reducing the need for and use of billable treatment) by the average length of and cost for outpatient therapy (average number of sessions = 5 @ \$135 per session, totaling \$675).

Child Care &/or Adoption Referrals: Employees have reported the Aurora EAP saved them an average of 15 hours of their time, by researching and providing Child Care or Adoption referrals. We multiply the 15 hours by the average hourly salary in WI (\$26.98) the most recent mean hourly figure attained from US Bureau of Labor Statistics, to get an estimated total savings.

Elder Care Referrals: Employees have reported the EAP saved them an estimated 30 hours of their time, in providing families with Elder Care referrals. We multiply the 30 hours by the \$26.98 hourly rate to get an estimated total savings.

Financial Consultations: When employees use the Aurora EAP for financial consultations, they receive one half-hour financial consultation at no cost to either the employee or the employer. Without our EAP, the consultation would have cost the employee \$150 based on a conservative average of \$300/hr for the cost of financial planners in WI.

Legal &/or Mediation Consultations: When employees use the Aurora EAP for legal consultations, they receive one half-hour legal consultation at no cost to either the employee or the employer. Without our EAP, the consultation would have cost the employee \$250 based on a conservative average of \$500/hr for the cost of attorneys in WI.

On-Site Activity: Services performed by an EAP Account Executive, in the workplace. Services include workplace consultations, crisis interventions and promotional events. Savings are calculated by multiplying the number of hours used, by an average Consultant hourly rate (\$400/hr).

Other Employer Services: Consultations performed by an EAP Account Executive, regarding both management and supervisory referrals. Savings are calculated by multiplying the number of consulting hours by an average Consultant hourly rate (\$400/hr).

Supervisory Referral Cases: Employee turnover is costly. According to the Society for Human Resource Management (SHRM), turnover costs include expenses for termination, vacancy, hiring, and the learning curve required before reaching maximum productivity. SHRM estimates that the average cost to replace an employee is at least 50% of the salary of the employee being replaced. We calculate savings by multiplying the number of retained supervisory referrals by 50% of the average annual salary in WI.

Trainings: The number of training hours for both employees and supervisors are multiplied by an average trainer rate (\$400/hr) to get total savings for using Aurora EAP's Account Executives.

**Thank You for your continued
partnership with Aurora EAP!**



Detail Summary of Projects Issued

11/1/2024 to 11/30/2024

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
118177	1217 BAY MIST DR..21-8412	LARGO RIDGE DEVELOPMENT LLC		\$1,258.25	\$400,000.00	Pending
	[1-101 - Residential - New - Single Family House]					
118445	920 RICKY DR..21-8582	GREATER GREEN BAY HABITAT FOR HUMANITY INC		\$861.25	\$220,000.00	Pending
	[1-101 - Residential - New - Single Family House]					
118512	3057 GILBERT DR..21-8396	JESSICA & JASON KUGEL		\$1,252.93	\$430,000.00	Pending
	[1-101 - Residential - New - Single Family House]					
118610	391 BAYWOOD TRL..21-8488	GREEN VIPER INC		\$1,486.88	\$525,000.00	Pending
	[1-101 - Residential - New - Single Family House]					
118667	930 RICKY DR..21-8581	GREATER GREEN BAY HABITAT FOR HUMANITY INC		\$738.27	\$220,000.00	Pending
	[1-101 - Residential - New - Single Family House]					
118668	940 RICKY DR..21-8580	GREATER GREEN BAY HABITAT FOR HUMANITY INC		\$738.21	\$220,000.00	Pending
	[1-101 - Residential - New - Single Family House]					
118669	2042 RICHMOND ST..21-8579	GREATER GREEN BAY HABITAT FOR HUMANITY INC		\$696.06	\$220,000.00	Pending
	[1-101 - Residential - New - Single Family House]					
118670	2052 RICHMOND ST..21-8577	GREATER GREEN BAY HABITAT FOR HUMANITY INC		\$738.27	\$220,000.00	Pending
	[1-101 - Residential - New - Single Family House]					
118671	2046 RICHMOND ST..21-8578	GREATER GREEN BAY HABITAT FOR HUMANITY INC		\$738.21	\$220,000.00	Pending
	[1-101 - Residential - New - Single Family House]					
117663	516 N ASHLAND AV..5-1033	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC		\$180.00	\$18,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House]					
117664	715 N CHESTNUT AV..5-102	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC		\$180.00	\$18,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House]					
117750	3085 SUMMER PL..6H-2961	CHRISTINE M IBRAHIM LIVING TRUST		\$50.00	\$12,450.00	Closed
	[2-434 - Residential - Alteration - 1 -2 Family House]					
117845	1343 REGAL AV..6-2975	BRUCE MCCLELLAN		\$280.00	\$10,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT FINISH					
118157	801 ROYAL BLVD..18-1307	JAMES A & JILL M BOMKAMP		\$205.00	\$15,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] ADDING BATHROOM IN BASEMENT					
118281	1214 SMITH ST..7-171	MATTHEW A VALDEZ		\$50.00	\$14,000.00	Pending

[2-434 - Residential - Alteration - 1 -2 Family House] CASE# 136880

118341	3417 EDINBURGH RD..22-1588-117	MATTHEW COURTNEY	\$50.00	\$6,800.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House]					
118369	1856 ST AGNES DR..6-3050	MICHAEL S & CAROLE A BENNETT TRUST OF 2020	\$50.00	\$6,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
118442	3099 S GOTHIC CIR..6H-4151	TIMOTHY J & LENORE E WEBB	\$334.50	\$53,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FINISH BASEMENT					
118451	1547 HAROLD ST..19-668	VANDERHEYDEN INVESTMENTS INC	\$329.56	\$100,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
118487	909 REGENT LN..21-3027	DAVID E & KRISTINE M MCANINCH	\$50.00	\$10,150.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
118489	1140 KELLOGG ST..5-1636	SHEILA K & RICHARD M LOWE	\$100.00	\$23,234.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
118490	3180 TOBERMORY DR..21-5438	ANN T FEUERSTEIN	\$50.00	\$16,818.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
118517	853 KELLOGG ST..5-1433	SARA G & KIEL F LAM	\$100.00	\$10,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
118528	2761 DANIEL CT..21-6163	CYNTHIA L & THOMAS P SWEENEY	\$150.00	\$30,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
118530	713 N BUCHANAN ST..18-905	MARK A TREMBLE	\$246.88	\$107,000.00	Pending
[2-434 - Residential - Addition - Single Family House] DINGING ROOM, TWO BEDROOMS & FULL BASEMENT					
118533	200 HUDSON ST..3-1007-A	CASAS DE MADERA INVESTMENTS LLC	\$200.00	\$4,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] CASE# 137600 - unpermitted work					
118568	1225 14th AV..1-45	ERIC R SCHMOLL	\$50.00	\$2,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] CASE#137083					
118569	1424 13th AV..1-1703	JASON A LEICK	\$50.00	\$9,520.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FOUNDATION STABILIZATION AND WATER CONTROL					
118585	3203 HUMBOLDT RD..21-368-2	DONNA MARIE PUYLEART	\$100.00	\$36,941.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
118621	1158 11th AV..1-661-A	JORGE L GARCIA-ARGUETA	\$305.00	\$1.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
118630	2517 SHERIDAN DR..21-82-24	STACY L THOMPSON REVOCABLE TRUST	\$366.38	\$350,000.00	Pending
[2-434 - Residential - Addition - Single Family House] *req another payment due to being short \$30, no inspections until it is paid*					
118698	504 S BAIRD ST..17-404-A	MA TERESA & ELISEO RODRIGUEZ MURO	\$400.00	\$6,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] WORK COMPLETED W/O PERMITS, APPLYING					
118765	1690 LAKE LARGO DR..21-262-17	CHRISTINE J THIEL	\$50.00	\$25,909.00	Pending

[2-434 - Residential - Alteration - 1 -2 Family House]

117908	2041 OAKWOOD DR..6H-3632	JENEE F & SOUNTHAVY SANAVONGSAY	\$100.00	\$200.00	Closed
[4-438 - Residential - Addition - Garage, Carport] Variance required for driveway addition along side corner front yard. BOA for 9-16-24 Variance approved for one stall parking area alongside garage. Taper needs to be cut in compliance with Sec. 44-1746(3)c					
118088	120 S CLAY ST..14-287	JENNIFER L KRAFT, ETAL	\$150.00	\$30,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
118269	3518 HIGHLAND CENTER DR E..21-5550-3	DAVID G & CORISSA G BECK	\$100.00	\$900.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
118323	2940-2944 BETH DR..21-3161	MARK DELAHAUT	\$100.00	\$5,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
118355	1115 S VAN BUREN ST..16-323	KEVIN J & LYNN A HESLIN	\$100.00	\$24,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] **NEED COA** WAITING ON SITE PLAN WITH DIMENSIONS CASE# 137451 *SEE EMAILS IN THE EMAIL FOLDER					
118485	825 REBER ST..20-106	JULIE SWANER	\$100.00	\$41,540.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
118488	1646 FIESTA LN..21-460-2-6	ANN & PATRICK SMITH	\$50.00	\$1,670.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)] SEE PETE O FOR INFO ON THIS					
118511	1716 S RIDGE RD..6-306-D	JODY L SCHMIDT	\$100.00	\$1,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
118590	1227 S FISK ST..6-622	KEN HOPFENSPERGER	\$50.00	\$5,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] BLOCK PATIO					
118620	1031 DIVISION ST..5-1180	SCOTT M STEFFEN	\$100.00	\$20,000.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
118624	1364 SHIRLEY ST..6-166-K-1	NANCY HOUGARD	\$50.00	\$800.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
118642	2831 UNIVERSITY AV..21-275-1-1	NORMAN R & JUDY L RAY	\$50.00	\$13,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
118632	3201 HUMBOLDT RD..21-368-3	THOMAS L GAUTHIER	\$50.00	\$5,000.00	Pending
[8-1 - Site (Erosion control, Fill, Excavation)(Residential)]					
117695	629 S TAYLOR ST..6-154-1	JOSHUA S SUESS	\$50.00	\$20,000.00	Pending
[9-645 - Raze - Building or Structure (Residential)]					
118077	1405 EMILIE ST..17-697	WINTERWOODZ LLC	\$100.00	\$7,000.00	Pending
[9-1 - Move - Building or Structure (Residential)]					
118457	425 COLUMBIA AV..5-309	ELITE ESTATES LLC	\$50.00	\$8,000.00	Pending
[9-649 - Demolition - Interior (Residential)] DEMO HOUSE IN PREPARATION TO REBUILD					
118629	1824 10th AV..1-1232	ANDREW MEVIS	\$100.00	\$2,000.00	Pending
[9-645 - Raze - Building or Structure (Residential)] DEMO HOUSE (to foundation) AND OUTBUILDINGS.					
113558	325 14th AV..3-760	CHRISTINE A ALLEN	\$50.00	\$4,000.00	Closed

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY
 SEE C#133290 FOR ONGOING COMPLAINE VIOLATION

113845	1989 CANDLE WAY..6H-2261	PAULA A MAXON	\$150.00	\$16,586.00	Closed
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY REPLACEMENT AND EXPANSION					
117573	615 EDELWEISS DR..21-3434	PATRICIA J KEYSERVANDENHEUVEL	\$100.00	\$10,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
117628	2387 VAN BEEK RD..21-127-2	CASSIE L DUCHATEAU	\$50.00	\$25,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
117777	2795 SHERRY LN..21-3611	JUDITH A & THOMAS J CHRISTOFF	\$50.00	\$1.00	Closed
[11-1 - Foundation Repair (Residential)] ***Please let True know when this is ready. She has the check up by her. - per email on 8/21/24 Erik					
117806	520 COLUMBIA AV..5-286	CASSANDRA DOPPSMITH	\$50.00	\$7,500.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
118213	2235 MANITOWOC RD..21-457-1-1	SABINO MEDINA	\$100.00	\$37,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] REMOVING 1 ACCESSORY STRUCTURE TO CONFORM WITH MUNICIPAL CODE					
118215	2478 ROBINSON AV..21-3262	AVRA J & SHAWN M SCHMITTING	\$100.00	\$17,359.00	Closed
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
118226	1118 COLONIAL AV..1-1799	SHIRLEY A RASMUSSEN	\$50.00	\$15,000.00	Closed
[11-1 - Foundation Repair (Residential)]					
118332	1686 NANCY AV..6-2432	TINA & KEITH G BRUNNER	\$100.00	\$10,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)]					
118379	1604 EDISON ST..8-641	JOSE LUIS & ALICIA MARIN	\$100.00	\$14,200.00	Pending
[11-1 - Garage/Carport/Shed (residential)]					
118443	1262 OREGON ST..5-671-C-1	REBECCA BROWN	\$50.00	\$3,000.00	Pending
[11-1 - Fence (Residential)]					
118462	730 S IRWIN AV..14-1186	DEBRA M & ALBERT R SCHMIDT	\$100.00	\$12,800.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
118468	454 HEYRMAN ST..21-1274-3	GARRETT T GARTON	\$50.00	\$20,000.00	Pending
[11-1 - Foundation Repair (Residential)]					
118469	1016 HOWARD ST..3-279	TODD M MUELLER, ETAL	\$50.00	\$19,000.00	Pending
[11-1 - Foundation Repair (Residential)]					
118470	908 CHRISTIANA ST..3-881	LINDA D HERRERA	\$50.00	\$26,000.00	Pending
[11-1 - Foundation Repair (Residential)]					
118471	815 12th AV..2-492	JASON & JAMIE PERKINS	\$50.00	\$29,000.00	Pending
[11-1 - Foundation Repair (Residential)]					
118480	1027 S BAIRD ST..17-698-A	MOENS APARTMENTS LLC	\$50.00	\$11,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
118481	1111 MARSHALL AV..18-184	VAN R ARCHIQUETTE	\$50.00	\$11,000.00	Closed
[11-1 - Driveway Replacement and/or Expansion (Residential)] NEEDS DPW PERMIT FOR ROW WORK					

118482	910 LAVERNE DR..21-1111-D-153 [11-1 - Fence (Residential)] 5' TALL CHAIN LINK FENCE	WESLEY A & ROBIN L MALOTT	\$50.00	\$15,000.00	Pending
118497	1414 ROCKDALE ST..6-824 [11-1 - Garage/Carport/Shed (residential)]	ERIC & MELISSA PILLSBURY	\$75.00	\$2,000.00	Pending
118510	516-518 MATHER ST..5-96 [11-1 - Driveway Replacement and/or Expansion (Residential)] INSTALL CONCRETE DRIVEWAY. RE-PAVE APRON AND SIDEWALK **Double fee for unpermitted work**	MICHAEL HOGAN	\$100.00	\$19,500.00	Closed
118513	1110 HARVEY ST..7-700 [11-1 - Foundation Repair (Residential)]	JESSE E & JENNA D COLLIER	\$50.00	\$26,000.00	Pending
118518	1744 WESTFIELD AV..6-2407 [11-1 - Fence (Residential)] 6 FOOT WOOD PRIVACY FENCE	ERIKA E EBEL	\$50.00	\$850.00	Pending
118525	1277 MATHER ST..5-1653 [11-1 - Garage/Carport/Shed (residential)]	ANGELYN HAWBECKER	\$50.00	\$6,000.00	Closed
118532	1178 DOTY ST..14-952 [11-1 - Fence (Residential)]	ABBY L RETZLAFF	\$50.00	\$5,750.00	Pending
118536	865 LUKE LN..21-6366 [11-1 - Fence (Residential)]	KEELY A GOBAT	\$50.00	\$7,760.00	Pending
118539	937 COLUMBIA AV..18-814 [11-1 - Driveway Replacement and/or Expansion (Residential)]	TRACYS PROPERTIES LLC	\$50.00	\$9,000.00	Pending
118541	2867 SHELTER CREEK CT..6H-4290 [11-1 - Fence (Residential)]	TIM J BESAW	\$50.00	\$3,925.00	Closed
118545	1202 S ONEIDA ST..1-1939 [11-1 - Fence (Residential)]	DANIEL ZEHMS	\$50.00	\$4,468.00	Pending
118556	503 CARRIE LN..6-2518 [11-1 - Fence (Residential)]	DIANA M RESCH	\$50.00	\$2,998.00	Pending
118562	1258 PORLIER ST..17-305 [11-1 - Foundation Repair (Residential)]	SARAH M SMITS	\$50.00	\$23,000.00	Pending
118571	1651 WESTFIELD AV..6-227-E [11-1 - Fence (Residential)]	CONNIE L MATUSZAK	\$50.00	\$5,500.00	Pending
118584	405 S HURON RD..21-7449 [11-1 - Driveway Replacement and/or Expansion (Residential)]	CHATERINE M & GREGORY L MCLEAN	\$50.00	\$2,500.00	Pending
118588	1602 10th AV..1-1336 [11-1 - Fence (Residential)]	MEAGAN & PATSY MONDRAGON	\$50.00	\$4,070.00	Pending
118589	416 S IRWIN AV..14-1268-B [11-1 - Foundation Repair (Residential)]	NORBERT D ROSENOW, ETAL	\$50.00	\$15,000.00	Closed
118606	3180 BAY VIEW DR..21-3033 [11-1 - Garage/Carport/Shed (residential)] CASE# 137493- SHED WITHOUT PERMIT DOUBLE FEE	EMILY M & GABRIEL A MORGAN	\$100.00	\$12,000.00	Pending
118623	1767 EAST SHORE DR..21-430	EARL RAY & MARIA DULCE HUTCHISON	\$50.00	\$6,000.00	Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)]

118627	1231 LOCH DR..6-610	DAVID P & BONNIE K VANDENBUSCH	\$50.00	\$24,877.00	Pending
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[11-1 - Foundation Repair (Residential)]

118628	1029 13th AV..1-693	TRISHA ZEITLER	\$50.00	\$6,868.71	Pending
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[11-1 - Fence (Residential)]

118641	2485 VAGABOND ST..21-3203	EUGENE T SHEDEGER	\$50.00	\$14,000.00	Pending
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[11-1 - Fence (Residential)]

118652	800 JAMES ST..18-660	MONICA CARDENAS	\$50.00	\$1,500.00	Pending
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[11-1 - Fence (Residential)]

118653	1733 S RIDGE RD..1-1423-B-1	DENNIS PAUL	\$50.00	\$4,000.00	Pending
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[11-1 - Fence (Residential)] 5 FOOT CHAIN LINK FENCE

118658	987 KELLOGG ST..5-355-A	RACHEL MARIE MATHIS	\$50.00	\$26,000.00	Pending
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[11-1 - Foundation Repair (Residential)]

118659	926 S MONROE AV..16-61	JACOB PAUL & JENNY MEYER	\$100.00	\$18,000.00	Pending
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[11-1 - Z - Misc Project Not Listed (Residential)] COA APPROVED

118660	405 S HURON RD..21-7449	GREGORY L & CHATERINE M MCLEAN	\$50.00	\$4,000.00	Closed
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[11-1 - Garage/Carport/Shed (residential)]

118666	1404 S ONEIDA ST..1-389-1	ARKAD PROPERTIES LLC	\$100.00	\$2,500.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] **Double fee for performing work prior to permitting**

118678	1823 12th AV..1-2735	CHRISTOPHER M & COURTNEY M TROMBLY	\$75.00	\$8,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

118691	1177 SHAWANO AV..3-1019-1	PATRICIA A & STEVEN GRANT	\$50.00	\$70,001,186.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] REMOVE AND REPAVE DRIVEWAY

118699	1121 S BROADWAY..1-788	MIKE JAECKEL	\$50.00	\$1,000.00	Pending
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[11-1 - Fence (Residential)]

118705	1002 N CHESTNUT AV..18-518	BOUNNAM SIDALA	\$100.00	\$15,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] DEMOLISH OLD GARAGE AND BUILD NEW 2 STALL GARAGE

118717	1213 EMILIE ST..17-295	DELONNA KAUFMAN	\$100.00	\$55,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

118722	1140 OREGON ST..5-694-A	MELISSA & ROBERT PAMPERIN	\$50.00	\$2,694.00	Pending
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[11-1 - Fence (Residential)]

118739	3483 HIGHLAND CENTER DR..21-8100	LARRY E & SUSAN M WLECZYK	\$50.00	\$3,758.00	Pending
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[11-1 - Fence (Residential)]

118744	1873 UNIVERSITY AV..21-2179	JOSE E CONTRERAS	\$50.00	\$4,500.00	Pending
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[11-1 - Fence (Residential)]

118109	2740 W MASON ST..6H-1752	NORTHEAST WISCONSIN TECHNICAL COLLEGE	\$2,646.09	\$62,800.00	Pending
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[30-434 - Commercial - Alteration - Multi-Family of 3 or more units]

118132 320 S MILITARY AV..6-134-C E & P PROPERTIES \$5,658.76 \$1,300,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

118280 1228 MAIN ST..8-839 URBAN CONCEPTS LLC \$70.00 \$500.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

118318 100 S JEFFERSON ST..12-152 BROWN COUNTY ADMIN LAW ENFORCEMENT CENTER \$1,784.91 \$2,000,000.00 Pending

[31-437 - Commercial - Addition - Non-Residence, Non-housekeeping] EC APPROVED 10/10/24

118408 2475 W MASON ST..6H-1111-A \$2,213.75 \$320,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

118493 1807 N IRWIN AV..20-535-5 EVERARDO C GUZMAN \$290.00 \$40,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] CASE #137408

118524 920 N BROADWAY ..18-459-A COVER RENTALS LLC \$310.00 \$24,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

118573 3205 YEAGER DR..21-180-10 I C P PROPERTIES LLC \$711.98 \$175,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] FRAMING AND FINISH NEW OFFICES AND STORAGE

118643 1351 ONTARIO RD..21-181-3 SBH GREEN BAY LLC \$70.00 \$29,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

118644 300 S WEBSTER AV..14-744 JANE M & JUZA \$210.00 \$30,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

118690 332 S MADISON ST..13-114 MELANIE HORKMAN \$220.00 \$10,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

117403 1152 S MILITARY AV ..6-511 BESTER DEVELOPMENT CO LLP \$455.51 \$73,880.00 Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] EC APPROVED 11/5/24

117957 1626 7th ST..6-506 BERGSTROM GW FORD INC \$197.50 \$14,300.00 Pending

[34-649 - Raze- Building or Structure (Commercial)]

117974 1429 MAIN ST..8-75 KOMPOUND ENTERPRISES LLC \$851.79 \$14,000.00 Pending

[34-1 - Change of Use (Commercial)] No Sprinkler head alteration or new hood fan per Kaylor Z

118232 1112 S MILITARY AV..6-505 BERGSTROM GW FORD INC \$885.27 \$88,000.00 Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] EC APPROVED 10/4/24
\$5000 SWB

118285 118 S WASHINGTON ST Unit 405B..12-284-33 DAVID J & JANICE F HERRE \$70.00 \$16,274.00 Pending

[34-1 - Window, Door - Replacement (Commercial)]

118286 118 S WASHINGTON ST Unit 407B..12-346 PATRICK M BLANEY \$70.00 \$16,274.00 Pending

[34-1 - Window, Door - Replacement (Commercial)]

118288 118 S WASHINGTON ST Unit 400B..12-340 MICHELLE MUELLER \$70.00 \$16,059.00 Pending

[34-1 - Window, Door - Replacement (Commercial)]

118289 118 S WASHINGTON ST Unit 116B..12-317 MARTY L & GINA J MONFILS \$70.00 \$22,357.00 Pending

[34-1 - Window, Door - Replacement (Commercial)]

118312	714 BODART ST..10-4 [34-1 - Change of Use (Commercial)]	DANS KITCHEN LLC	\$1,770.21	\$91,000.00	Pending
118322	200 N BROADWAY..4-62 [34-1 - Temporary Office/Trailer/Event (Commercial)]	THERESA M BEERNTSEN	\$140.00	\$6,000.00	Pending
118440	523 N BROADWAY..5-897 [34-1 - Fence (Commercial)]	519 LLC	\$70.00	\$4,500.00	Pending
118472	1629 MAIN ST..21-2005-3 [34-1 - Cell Tower - Alteration to Existing (Commercial)] US CELLULAR IS REMOVING/ADDING ANTENNAS AND ANCILLARY EQUIPMENT TO ITS EXISTING INSTALLATION ON AN EXISTING CELL TOWER IN ORDER TO UPGRADE ITS TECHNOLOGY	BLENDI CASTILLO	\$70.00	\$10,000.00	Pending
118520	420 REAR S OAKLAND AV..3-906-1 [34-1 - Cell Tower - Alteration to Existing (Commercial)]	JOHN R & MICHAEL M RYBICKI	\$70.00	\$12,500.00	Pending
118548	901 S OAKLAND AV..2-913 [34-1 - Roofing (Commercial)]	DOYLE PROPERTIES LLC	\$70.00	\$22,800.00	Closed
118560	623 BELLEVUE ST..21-1914 [34-1 - Siding (Commercial)] CASE# 137682 - SEE DRAG FILE PICS	CLARENCE E CHARLES	\$70.00	\$3,500.00	Pending
118631	1610 CASS ST..8-567-1 [34-1 - Parking Lot - New & Reconstruction (Commerical)]	STEVEN R & CHERYL A VANPAY	\$70.00	\$5,000.00	Pending
118633	1331 BYLSBY AV..18-8-B [34-649 - Raze- Building or Structure (Commercial)] EC Approved 11/19/24	LMES PROPERTIES III LLC	\$240.00	\$100,000.00	Pending
118648	1100 OREGON ST..5-704-A-1 [34-1 - Parking Lot - New & Reconstruction (Commerical)]	ECUMENICAL PARTNERSHIP FOR HOUSING INC	\$50.00	\$7,700.00	Pending
118650	501 EASTMAN AV..20-123 [34-1 - Fence (Commercial)]	PROCTER & GAMBLE PAPER PRODUCTS CO	\$70.00	\$412,000.00	Pending
118657	1520 MAIN ST..8-22 [34-1 - Roofing (Commercial)]	JAVIER GOMEZ	\$70.00	\$47,500.00	Closed
118685	1545 6th ST..6-485 [34-649 - Demolition - Interior (Commercial)]	SLOCO REAL ESTATE LLC	\$70.00	\$40,000.00	Pending
118730	1726 SHAWANO AV..6-235-A [34-649 - Demolition - Interior (Commercial)]	SAINT MARYS HOSPITAL MEDICAL CENTER OF G B INC	\$70.00	\$1.00	Pending
118770	117 N ADAMS ST..12-116 [34-1 - Z - Misc Project Not Listed (Commercial)]	RBN PROPERTIES LLC	\$70.00	\$1.00	Pending
118540	1535 W MASON ST ..6-169 [40-50 - Electrical Service - Temporary (Commercial)] This is for tempeorary service for a temp office, the address WPS has is 1531 W Mason. I just put it under the project so the contactor does not need to pay another fee	AAM GREEN BAY PLAZA LLC	\$0.00	\$250.00	Pending
118550	1492 GRIGNON ST..17-1036 [40-55 - Electrical Service - Repair (Residential)]	EDENBAY INVESTMENTS LLC	\$50.00	\$250.00	Closed
118551	1202 WIRTZ ..1-97 [40-55 - Electrical Service - Repair (Residential)]	MARYLIN RIVERA-DIAZ	\$50.00	\$250.00	Closed
118564	1003 S IRWIN AV..17-553	WOOLVERTON J & K JOHNSON SUPPLEMENTAL NEEDS TRST	\$100.00	\$8,300.00	Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118567	1123 WINFORD AV..18-231	KIMBERLY R SIMMONS	\$50.00	\$3,500.00	Closed
[40-53 - Electrical Service - Change (Residential)]					
118593	2155 LAKESIDE PL..21-928	RANDI JO & ANTHONY D BAKER	\$50.00	\$4,050.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118596	2540 UNIVERSITY AV..21-301	UHAGB LLC	\$70.00	\$2,000.00	Closed
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]					
118605	620 GREEN RIDGE DR..6H-2613	OLIVIA & TANNER VANSTRATEN	\$50.00	\$1,500.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118607	253 NEWBERRY CT..21-88-19	BARBARA A & JAMES A STERR	\$50.00	\$2,000.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118612	212 IRENE ST..21-2326	SCOTT A & KELLY L RUNKE	\$50.00	\$1,000.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118625	909 REGENT LN..21-3027	KRISTINE M & DAVID E MCANINCH	\$50.00	\$1,900.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118636	310 S CLAY ST..14-886-A	KENNETH MCCOY	\$50.00	\$1,000.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118646	1215 BLK S MAPLE AV..1-879	R&R PROPERTIES LLP	\$70.00	\$2,000.00	Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]					
118651	1023 MARSHALL AV..18-311	JEFF & JAYNE MESKE	\$50.00	\$3,000.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118661	740 BELLEVUE ST..21-2053	JODY VANVENROY	\$50.00	\$300.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118662	1303 CHERRY ST..14-124	GRETA M JOCHMAN	\$50.00	\$2,000.00	Pending
[40-53 - Electrical Service - Change (Residential)]					
118692	211 N MAPLE AV..4-110	SAINT PATRICKS CONGREGATION	\$140.00	\$2,000.00	Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]					
118693	136 ALLEN AV..21-1116	KIM M CARPENTER	\$50.00	\$4,000.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118694	1195 W MASON ST..2-53-A	WALLACE MICHAEL J REVOCABLE LIVING TRUST	\$310.00	\$41,664.00	Pending
[40-59 - New Electrical System (Commercial)]					
118695	1772 NANCY AV..6-2388	MARY J HERMES	\$50.00	\$2,000.00	Closed
[40-55 - Electrical Service - Repair (Residential)]					
118716	2705 CANYON BLUFF RD..21-55-4	NICK DAVID GREGG REVOCABLE LIVING TRUST	\$70.00	\$2,000.00	Closed
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] UTILITY POLE# 96BB31 IN SW CORNER LOT FOR CHARTER COMMUNICTIIONS CATV					
118719	313 S IRWIN AV..14-1455	RUSSELL S & JASON M HOMA	\$50.00	\$5,500.00	Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118724 1730 BIEMERET ST..6-1199 MARK C WEGNER \$50.00 \$1,700.00 Closed

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118727 843 DOUSMAN ST..4-32 ERIK BRIAN EISENHEIM \$50.00 \$2,000.00 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118732 1021 DOTY ST..14-929 DANIEL AUDE \$50.00 \$2,600.00 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118733 1225 S RIDGE RD..1-9-J JALONEN TOIVO C & CAROL M REVOCABLE LIVING TRUST \$50.00 \$2,900.00 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118735 865 ELMORE ST..5-1420 HEIDI J & KENNETH H WAGNITZ \$50.00 \$900.00 Closed

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118737 2610 SUMAC PL..6H-2286 JORDAN CONRADT \$50.00 \$500.00 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118749 1099 LANGLADE AV..1-1393 IAN SCHILTZ, ETAL \$50.00 \$4,300.00 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118760 1520 MAIN ST..8-22 JAVIER GOMEZ \$140.00 \$15,000.00 Pending

[40-54 - Electrical Service - Repair (Commercial)]

118762 1137 EASTMAN AV..7-477 TREVA RAY \$50.00 \$2,900.00 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118774 3052 CRUSADE LN..6H-1191-4 CHRISTOPHER A BATTAGLIA \$50.00 \$300.00 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118466 1929 EVANS CT..6H-3788 JEREMY L & MIRIAM G NELSON \$50.00 \$10,000.00 Closed

[50-43 - Heating and Air Conditioning Units (Residential)]

118505 1230 OREGON ST..5-675-2 BRITTNEY SAMUELS \$50.00 \$9,150.00 Pending

[50-43 - Heating and Air Conditioning Units (Residential)]

118506 1235-1237 SHEPHERDS PATH..6H-2944 R & S LIVING LLC \$50.00 \$8,550.00 Closed

[50-43 - Heating and Air Conditioning Units (Residential)]

118507 1333 EMILIE ST..17-564 ANDREA K & RICHARD J STORZER \$50.00 \$6,800.00 Pending

[50-45 - Heating Unit Only (Residential)]

118508 1198 SAND HILL DR..6H-3695 CURTIS W & JULIE A MOEDE \$50.00 \$5,250.00 Closed

[50-45 - Heating Unit Only (Residential)]

118509 715 DOTY ST..14-450 MARY JO & RICHARD J GELLIN \$50.00 \$7,250.00 Closed

[50-41 - AC Unit Only (Residential)]

118537 1240 N LOCUST ST..6-1667 KATHLEEN D DECREMER \$50.00 \$2,762.00 Closed

[50-45 - Heating Unit Only (Residential)]

118538 1447 CHICAGO ST..17-870 CORENA ANN RAMOS CRUZ \$50.00 \$2,360.00 Pending

[50-45 - Heating Unit Only (Residential)]

118547	3484 GLEN ABBEY DR..22-1772 [50-45 - Heating Unit Only (Residential)]	ANTHONY J BILWIN	\$50.00	\$15,119.00	Closed
118549	1207 S FISK ST..6-618 [50-41 - AC Unit Only (Residential)]	JESSICA A CHRISTL	\$50.00	\$17,102.00	Closed
118552	425 S CLAY ST..14-1060 [50-45 - Heating Unit Only (Residential)]	LAWRENCE W & EILEEN E FRYE	\$50.00	\$6,200.00	Closed
118553	1596 JAY LN..1-2106 [50-43 - Heating and Air Conditioning Units (Residential)]	MICHELLE A ORLANDO	\$50.00	\$7,000.00	Pending
118554	317 CONOVER DR..6-2266 [50-41 - AC Unit Only (Residential)]	DIANA VANKAUWENBERG	\$50.00	\$6,900.00	Closed
118559	1125 RADISSON ST..20-630 [50-4 - Repair/Alter Existing HVAC System (Commercial)]	MCDONALDS CORP	\$70.00	\$3,500.00	Pending
118561	2555 PECAN ST..21-5219 [50-43 - Heating and Air Conditioning Units (Residential)]	FRANCIS EDWARD & THERESA ANN DEMPSEY	\$50.00	\$10,640.00	Closed
118563	1157 S FISK ST..6-616 [50-41 - AC Unit Only (Residential)]	ANTHONY J KOSCINSKI, ETAL	\$50.00	\$5,275.00	Pending
118565	2408 HAMPTON AV..21-3234 [50-45 - Heating Unit Only (Residential)]	JILLAIN M WACHAL, ETAL	\$50.00	\$6,660.00	Closed
118566	218 OAK ST..3-1168 [50-45 - Heating Unit Only (Residential)]	MADELINE E & ALFONSO SCHROEDER	\$50.00	\$6,050.00	Closed
118576	2400 RUFFED CT..21-4203 [50-43 - Heating and Air Conditioning Units (Residential)]	BRITTANY & TYLER REINKE	\$50.00	\$7,020.00	Pending
118577	475-477 ROBERT LN..21-3866-1 [50-41 - AC Unit Only (Residential)]	BRITTANY & TYLER REINKE	\$50.00	\$3,360.00	Pending
118578	475-477 ROBERT LN..21-3866-1 [50-43 - Heating and Air Conditioning Units (Residential)]	BRITTANY & TYLER REINKE	\$50.00	\$7,120.00	Pending
118579	1118 DIVISION ST..5-1352-A-1 [50-45 - Heating Unit Only (Residential)]	SCOTT A & RILEIGH A OLSON	\$50.00	\$5,471.00	Closed
118580	1008 LINCOLN ST..18-770 [50-45 - Heating Unit Only (Residential)]	LORETTA A & WAYNE W WILMOT	\$50.00	\$5,505.00	Closed
118581	227 S BUCHANAN ST..3-1063-2 [50-45 - Heating Unit Only (Residential)]	VIRGEN MELISSA & ELLIOT J CRESPO MARTINEZ	\$50.00	\$2,360.00	Closed
118582	1845 BURNS AV..6-2009 [50-45 - Heating Unit Only (Residential)]	GREG L JACOBS	\$50.00	\$4,178.00	Pending
118583	1154 10th AV..1-216 [50-45 - Heating Unit Only (Residential)]	MIRANDA JO & STEVEN A MILCOFF	\$50.00	\$4,709.00	Closed
118586	1679 MURPHY DR..6-2463	RUSSELL D & LENORE R TOTH	\$50.00	\$5,940.00	Pending

[50-41 - AC Unit Only (Residential)]

118592	3165 DAYS END LN..6H-3836	RICKY S & MELISSA A ROESKE	\$50.00	\$11,867.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118594	120 STONEBRIDGE CT..6H-3813	JENNIFER & CHRISTOPHER A GIZZI	\$50.00	\$4,700.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118601	878 MATHER ST..18-852	GRAFENSTEIN ENTERPRISES LLC	\$70.00	\$6,675.00	Closed
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[50-44 - Heating Unit Only (Commercial)]

118602	1857 BOND ST..6-1965	SUSAN A & DALE R MARTELL	\$50.00	\$8,222.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118603	1704 BEAVER DAM DR..6-2286	KERRIE M & SHAWN M HIRTE	\$50.00	\$17,296.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

118604	3335 W MASON ST..6H-760	GENE & PEARL PLAGENZ	\$50.00	\$6,233.00	Closed
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[50-45 - Heating Unit Only (Residential)]

118615	3716 WILDCAT TR..21-7496	SCOTT A MERKES	\$50.00	\$5,046.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118616	2061 FARLIN AV..21-1898-N-7	BLONG LEE	\$50.00	\$7,000.00	Closed
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[50-45 - Heating Unit Only (Residential)]

118617	2645 VAN BEEK RD..21-4557	JAMIE & KIRK KEEL	\$50.00	\$5,377.00	Closed
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[50-45 - Heating Unit Only (Residential)]

118618	149 THYME PL..21-6671-10	KANE P & KATHERINE MARY MACH	\$50.00	\$10,700.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

118622	2528 WILDWOOD DR..21-5944	MADELINE C OCONNOR	\$50.00	\$15,296.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

118649	1110 LANGLADE AV..1-385-C	ASHLEY A DESTICHE	\$50.00	\$13,390.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

118663	2303 LAKESIDE PL..21-894	STR SERVICES LLC	\$50.00	\$2,855.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118664	1257 BERNER ST..20-206-9	NELIDA & GERARDO RODRIGUEZ-RAMIREZ	\$50.00	\$6,000.00	Closed
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[50-45 - Heating Unit Only (Residential)]

118665	815 SPENCE ST..2-1350	DANIEL L & TERRY L GIESEN	\$50.00	\$7,600.00	Pending
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[50-45 - Heating Unit Only (Residential)]

118672	2410 MANITOWOC RD..21-3294	THOMAS J & KIM M MCCARRELL	\$50.00	\$11,100.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

118673	3259 PETERSON RD..22-162-6	NATHAN A ANDEREGG	\$50.00	\$13,650.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

118674	540 LARSCHIED ST..21-2678-21	JAMES N HOLLY	\$50.00	\$10,600.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

118675	1150 CASS ST..14-1140 [50-43 - Heating and Air Conditioning Units (Residential)]	SALLY O COLLINS, ETAL	\$50.00	\$9,100.00	Closed
118676	836 HUBBARD ST..4-44 [50-43 - Heating and Air Conditioning Units (Residential)]	KURT A & CHRISTA B KANANEN	\$50.00	\$5,200.00	Pending
118677	2787 CANDLE LN..6H-2272 [50-45 - Heating Unit Only (Residential)]	ALLEN W & BRIAN L BEGOTKA	\$50.00	\$5,698.00	Closed
118679	1638 KENNEDY DR..6-315-C [50-45 - Heating Unit Only (Residential)]	THOMAS C & JUDITH A HAEVERS	\$50.00	\$7,000.00	Pending
118680	121 S TAYLOR ST..6-1893 [50-43 - Heating and Air Conditioning Units (Residential)]	JOHN H & PAULA EHLERS	\$50.00	\$8,830.00	Pending
118683	1455 KURTZ AV..17-1081 [50-43 - Heating and Air Conditioning Units (Residential)]	JENNIFER VOELKER	\$50.00	\$11,104.00	Pending
118684	620 HINKLE ST..6H-1718-1 [50-44 - Heating Unit Only (Commercial)]	620 HINKLE LLC	\$70.00	\$18,700.00	Pending
118703	231 ALLARD AV..5-529 [50-45 - Heating Unit Only (Residential)]	JEFFREY A WAGNER	\$50.00	\$7,500.00	Pending
118706	1036 HOLZER ST..18-809-A [50-45 - Heating Unit Only (Residential)]	BOUNNOK TISOUK	\$50.00	\$2,537.00	Closed
118712	409 CARRIE LN..6-2619 [50-44 - Heating Unit Only (Commercial)]	RITA J MOORE	\$70.00	\$6,450.00	Pending
118723	1267 7th ST..1-1738 [50-45 - Heating Unit Only (Residential)]	MATTHEW ALAN JOSEPH GREGORY	\$50.00	\$4,000.00	Closed
118728	1619 14th AV..1-1365-D [50-45 - Heating Unit Only (Residential)]	Neil Malaczewski	\$50.00	\$4,500.00	Pending
118729	253 NEWBERRY CT..21-88-19 [50-41 - AC Unit Only (Residential)]	JAMES A & BARBARA A STERR	\$50.00	\$9,850.00	Closed
118747	551 CORNELIUS DR..21-4355 [50-43 - Heating and Air Conditioning Units (Residential)]	DIANE M & JOHN L ZENZ	\$50.00	\$15,900.00	Closed
118748	413 SCOTT DR..6-2547 [50-45 - Heating Unit Only (Residential)]	MICHAEL T & KARRI K GLISCH	\$50.00	\$3,600.00	Pending
118752	1137 12th AV..1-265 [50-45 - Heating Unit Only (Residential)]	NICKOLAS & KAYLA BOWERSOX	\$50.00	\$6,000.00	Pending
118757	1397 9th ST..6-546-A [50-45 - Heating Unit Only (Residential)]	EDWARD J SCHNEIDER, ETAL	\$50.00	\$11,852.00	Pending
118766	908 MARQUETTE AV..2-1067 [50-45 - Heating Unit Only (Residential)]	JORDAN FOSS DAVIS	\$50.00	\$7,203.00	Pending
117303	351 BAYWOOD TRL..21-8482	KAREN M YOUNG	\$100.00	\$5,000.00	Pending

[60-37 - Lawn Sprinklers (Residential)]

118431	604 MELROSE AV..5-206	CECIL & BARBARA A RENNELLS	\$50.00	\$500.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118479	231 N BROADWAY..4-68	WASHINGTON LLC	\$30.00	\$12,000.00	Pending
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[60-32 - Storm Sewers - Connection/Repair (Commercial)]

118544	2673 OAKWOOD DR..6H-1508-M-20	WARREN M & NAHID K MUKUSHINA	\$50.00	\$8,531.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118574	2771 HE-NIS-RA LN..6H-2414	CHAD D & LAURA A CLEMENTS	\$50.00	\$12,910.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118575	1648 JUNIPER DR..21-1110-M-24	JOY M PHILLIPS	\$50.00	\$13,748.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118619	1622 DECKNER AV..21-2336	SHERYL J DAVENPORT	\$30.00	\$8,000.00	Closed
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[60-31 - Sanitary Sewers - Connection/Repair (Residential)]

118626	937 HOWARD ST..3-480	JUSTIN & KATRINA MAGYAR	\$30.00	\$1,000.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)]

118638	121 S ASHLAND AV..3-76	YERALMIN L DIAZ SOTO	\$30.00	\$5,950.00	Pending
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[60-29 - Water Service - Connection/Repair (Residential)]

118639	324 VAN CASTER DR..21-5768	MARY L & RANDALL H FRAILING	\$50.00	\$15,816.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118654	231 N BROADWAY..4-68	WASHINGTON LLC	\$70.00	\$7,540.00	Closed
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[60-24 - Repair/Alter Existing Plumbing System (Commercial)] REROUT 4" STORM PIPING IN THE BASEMENT SERVING TWO 4" ROOF DRAINS

118681	840 OREGON ST..4-11	CORBY CONNIE L REVOCABLE TRUST	\$30.00	\$9,450.00	Closed
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[60-31 - Sanitary Sewers - Connection/Repair (Residential)]

118689	1217 LANGLADE AV..1-2007-B	ALLEN SCHUH	\$50.00	\$4,000.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118700	650 CORNELIUS DR..21-4107	WENDY L & STUART J VERTZ	\$50.00	\$14,800.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118701	2619 HILLSIDE LN..21-4100	KAREN A & MARK E LEPP	\$50.00	\$21,628.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118720	1361 HARVEY ST..7-128	ERIC R SCHMOLL	\$30.00	\$7,000.00	Pending
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[60-31 - Sanitary Sewers - Connection/Repair (Residential)]

118731	1670 SHAWANO AV..6-235-E-2	BRZEZINSKI PROPERTIES III LLC	\$70.00	\$11,000.00	Pending
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[60-26 - Water Heater (Commercial)]

118745	500 E EAGLE TERR..6H-3133	RANDAL J & ANNE M BUTTKE	\$50.00	\$9,900.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)]

118746	1491 SHAWANO AV..6-1702	JAMES & BONNIE PAPALA 2017 REVOCABLE TRUST	\$30.00	\$2,500.00	Closed
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[60-27 - Water Heater (Residential)]

118750	3110 BAY VIEW DR..21-1111-D-297	ABRAHAMS PAUL P REVOCABLE TRUST	\$50.00	\$9,116.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
118755	1513 12th AV..1-1369-A-1	JAMIE L OERICHBAUER	\$50.00	\$16,680.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
118542	1535 W MASON ST ..6-169	AAM GREEN BAY PLAZA LLC	\$368.78	\$10,900.00	Pending
[70-1 - Signs - Permanent] (1) 200 sf total wall sign on north wall (1) 12 x 9.1 wall sign on west wall Replace in kind GB Plaza Pylon (2) Window signs at 2.2 x 1.9 each					
118543	801 LIME KILN RD..21-1355-5	BMH REALTY HOLDINGS LLC	\$181.08	\$19,610.00	Pending
[70-1 - Signs - Permanent] 1 wall sign 2.7' x 24.5' 1 pylon sign 3' x 12'					
118611	401 MATHER ST..5-904	BHOLA LLC	\$125.36	\$10,000.00	Pending
[70-1 - Signs - Permanent] Pylon Sign = 9.92' x 7.13' = 70.73 sq ft Other signage is replace in kind					
Totals: 258 projects			\$44,166.64	\$80,264,534.71	

Summary of Projects Issued

11/1/2024 to 11/30/2024

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	9	9	18	9	9	9	9	9	\$8,508.33	\$2,675,000.00
2 Residential - Addition - Single Family House	2	1	1	2	2	2	1	0	\$613.26	\$457,000.00
2 Residential - Alteration - 1 -2 Family House	22	2	6	22	11	7	9	0	\$3,314.06	\$427,823.00
4 Residential - Addition - Garage, Carport	1	0	0	1	0	0	0	0	\$100.00	\$200.00
7 Deck, Porch, Patio, Ramp (Residential)	11	4	3	11	0	0	0	0	\$950.00	\$142,910.00
8 Site (Erosion control, Fill, Excavation)(Residential)	1	0	0	0	0	0	0	1	\$50.00	\$5,000.00
9 Demolition - Interior (Residential)	1	0	0	1	0	0	0	0	\$50.00	\$8,000.00
9 Move - Building or Structure (Residential)	1	1	1	1	0	0	0	0	\$100.00	\$7,000.00
9 Raze - Building or Structure (Residential)	2	0	0	2	0	0	1	0	\$150.00	\$22,000.00
11 Driveway Replacement and/or Expansion (Residential)	15	0	1	15	0	0	0	0	\$1,100.00	\$70,155,931.00
11 Fence (Residential)	18	0	0	18	0	0	0	0	\$900.00	\$91,641.71
11 Foundation Repair (Residential)	11	0	0	11	0	0	0	0	\$550.00	\$223,878.00
11 Garage/Carport/Shed (residential)	10	5	7	10	0	0	0	0	\$850.00	\$163,200.00
11 Z - Misc Project Not Listed (Residential)	1	0	0	1	0	1	0	0	\$100.00	\$18,000.00
30 Commercial - Alteration - Multi-Family of 3 or more units	1	0	2	1	1	1	1	0	\$2,646.09	\$62,800.00
31 Commercial - Addition - Non-Residence, Non-housekeeping	1	1	1	1	1	1	1	1	\$1,784.91	\$2,000,000.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	9	1	10	9	6	4	3	0	\$9,754.49	\$1,928,500.00
34 Cell Tower - Alteration to Existing (Commercial)	2	0	0	2	0	0	0	0	\$140.00	\$22,500.00
34 Change of Use (Commercial)	2	2	5	2	2	1	2	0	\$2,622.00	\$105,000.00
34 Demolition - Interior (Commercial)	2	0	0	2	0	0	0	0	\$140.00	\$40,001.00
34 Fence (Commercial)	2	0	0	2	0	0	0	0	\$140.00	\$416,500.00
34 Parking Lot - New & Reconstruction (Commerical)	4	2	0	4	0	0	1	2	\$1,460.78	\$174,580.00
34 Raze- Building or Structure (Commercial)	2	1	0	2	0	0	2	1	\$437.50	\$114,300.00
34 Roofing (Commercial)	2	0	0	2	0	0	0	0	\$140.00	\$70,300.00
34 Siding (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$3,500.00
34 Temporary Office/Trailer/Event (Commercial)	1	0	0	1	1	0	0	0	\$140.00	\$6,000.00
34 Window, Door - Replacement (Commercial)	4	0	0	4	0	0	0	0	\$280.00	\$70,964.00
34 Z - Misc Project Not Listed (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$1.00
40 Electrical Service - Repair (Commercial)	1	0	0	0	1	0	0	0	\$140.00	\$15,000.00
40 Electrical Service - Change (Residential)	2	0	0	0	2	0	0	0	\$100.00	\$5,500.00
40 Electrical Service - Repair (Residential)	3	0	0	0	3	0	0	0	\$150.00	\$2,500.00
40 Electrical Service - Temporary (Commercial)	1	0	0	0	1	0	0	0	\$0.00	\$250.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	4	0	0	0	4	0	1	0	\$350.00	\$8,000.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	20	0	0	0	20	1	0	0	\$1,050.00	\$50,650.00
40 New Electrical System (Commercial)	1	0	1	1	1	0	0	0	\$310.00	\$41,664.00
50 AC Unit Only (Residential)	7	0	0	0	0	7	0	0	\$350.00	\$55,677.00

50 Heating and Air Conditioning Units (Residential)	19	0	0	0	0	19	0	0	\$950.00	\$201,646.00
50 Heating Unit Only (Commercial)	3	0	0	0	0	3	0	0	\$210.00	\$31,825.00
50 Heating Unit Only (Residential)	33	0	0	0	0	33	0	0	\$1,650.00	\$198,214.00
50 Repair/Alter Existing HVAC System (Commercial)	1	0	0	0	0	1	0	0	\$70.00	\$3,500.00
60 Lawn Sprinklers (Residential)	1	0	0	0	0	0	1	0	\$100.00	\$5,000.00
60 Repair/Alter Existing Plumbing System (Commercial)	1	0	0	0	0	0	1	0	\$70.00	\$7,540.00
60 Repair/Alter Existing Plumbing System (Residential)	11	0	0	0	0	0	11	0	\$550.00	\$127,629.00
60 Sanitary Sewers - Connection/Repair (Residential)	3	0	0	0	0	0	3	0	\$90.00	\$24,450.00
60 Storm Sewers - Connection/Repair (Commercial)	1	0	0	0	0	0	1	0	\$30.00	\$12,000.00
60 Water Heater (Commercial)	1	0	0	0	0	0	1	0	\$70.00	\$11,000.00
60 Water Heater (Residential)	1	0	0	0	0	0	1	0	\$30.00	\$2,500.00
60 Water Service - Connection/Repair (Residential)	2	0	0	0	0	0	2	0	\$60.00	\$6,950.00
70 Signs - Permanent	3	3	0	3	0	0	0	0	\$675.22	\$40,510.00
Totals:	258	32	56	142	65	90	52	14	\$44,166.64	\$80,264,534.71



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year November, 2024	
Municipal Name Green Bay Municipal Court		Municipal Code Number 231		Telephone Number 920-448-3131	
I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State	
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)	\$ 47,330.28	\$ 47,330.28			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 20,777.12	\$ 18,042.13		\$ 2,734.99	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 11,720.03			\$ 11,720.03	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 5,400.97		\$ 5,400.97		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 8,975.00		\$ 3,870.50	\$ 5,104.50	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 7,010.21			\$ 7,010.21	
Adjustment (if applicable)	\$.00			\$.00	
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	\$.00	\$.00		\$.00	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	\$ 550.00		\$ 550.00		
Adjustment (if applicable)	\$.00		\$.00		
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
11. Safe Ride Program (s. 85.55, Stats.)	\$ 1,050.00			\$ 1,050.00	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 102,813.61	\$ 65,372.41	\$ 9,821.47	Pay This Amount \$ 27,619.73	



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEIL BASTEN Signature:  Date: 12-1-24

III. TREASURER'S CERTIFICATION

I hereby certify that the above amount due the state has been received. After so certifying, a copy of this report will be returned to the signer of this report as a receipt, and the stated amount will be remitted to the Department of Administration with this report.

Treasurer:  Date: 12-9-24

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone Number	Email Address
<u>Neil Basten</u>	<u>920-448-3131</u>	<u>neilba@greenbaywi.gov</u>

**A RESOLUTION CELEBRATING THE COLLABORATIVE EFFORT
TO RELOCATE C. REISS' COAL OPERATIONS**

December 17, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, for several decades, the City of Green Bay ("City") has advocated for relocating the C. Reiss coal terminal operations along the Fox River, including in the City's Comprehensive Plan (2002), and the Lower Fox River and Green Bay Shoreline Waterfront Redevelopment Plan (2010); and

WHEREAS, the Brown County Harbor Commission has also historically supported the relocation effort, having approved a \$17 million to \$20 million plan to move C. Reiss's operations in 2004; and

WHEREAS, the City, Brown County, C. Reiss, and the State of Wisconsin have worked together to relocate C. Reiss's operations from the Mason Street site to the Pulliam property to spur economic development, promote port expansion, and enhance downtown land use; and

WHEREAS, the City recognizes the importance of port operations and its economic impact on our region, and the historical significance of the role it has played in the growth and development of our community; and

WHEREAS, Brown County has been awarded over \$25 million in state and federal grants to aid in port expansion to facilitate the relocation of C. Reiss operations; and

WHEREAS, this relocation project will remove long-standing coal piles from 35 acres of near-downtown waterfront property, increasing the property's taxable value by an estimated \$100 million and providing additional taxable development options for neighboring properties; and

WHEREAS, C. Reiss has agreed to relocate its operations to the Pulliam location as soon as practicable after the completion of site improvements, enter into a long-term lease with Brown County, and redevelop its Mason Street property for use in a manner compatible with the nearby neighborhoods and downtown Green Bay; and

WHEREAS, the City will make land use changes to the C. Reiss property to support a mix of compatible residential, commercial, and industrial uses, ensuring that the redevelopment aligns with the City's vision for revitalization and neighborhood integration; and

WHEREAS, this project is expected to have a significant positive economic impact, generating new jobs, revitalizing the downtown area, improving public infrastructure, and enhancing the overall quality of life for residents;

NOW, THEREFORE, BE IT RESOLVED, that the Green Bay Common Council expresses its appreciation for the collaborative efforts of the City, Brown County, C. Reiss, and the State of Wisconsin in making this relocation project a reality, and recognizes the significant positive impact on the regional economy, the tax bases of jurisdictions in Brown County, and Green Bay's neighborhoods and downtown.

BE IT FURTHER RESOLVED, that the Common Council commits to supporting this project and working collaboratively to ensure its successful implementation.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

**RESOLUTION AUTHORIZING
2025 BUDGET AMENDMENT / 2024 CARRY-OVER REQUEST**

December 17, 2024

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

Pursuant to the recommendation of the Finance Committee at its meeting of December 10, 2024, the following 2025 budget amendment of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
Increase:	101500 54001 DPW Engineering-Mat & Supplies	\$12,000.00
Increase:	101 34150 General fund balance carry-over	\$12,000.00

**This budget amendment is to carry-over 2024 unspent budget for material & supplies for engineering department due to delays in building the office furniture.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION AUTHORIZING
TRANSFER OF FUNDS**

December 17, 2024

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

Pursuant to the recommendation of the Finance Committee at its meeting of December 10, 2024, the following 2024 transfer of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:	101099 59001 Contingency	\$100,000.00
To:	101140 53021 Legal Expenses	\$100,000.00

This budget amendment to cover legal expenses for the Georgia Pacific tax appeals and on-going lease negotiations.

Adopted _____

Approved _____

Mayor

Clerk

FINAL PAYMENTS RESOLUTION
December 17, 2024

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

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. **JOANNES AQUATIC CENTER REROOFING**
 GARLAND/DBS, INC.

TOTAL AMOUNT EARNED:	\$	77,535.00
LESS AMOUNT RETAINED:	\$	<u>0.00</u>
	\$	77,535.00
LESS AMOUNT PREVIOUSLY PAID:	\$	<u>73,658.25</u>
AMOUNT DUE THIS PAYMENT:	\$	3,876.75

ACCOUNT NUMBER
410600-53001-99513: \$3,876.75
PO #2400128

2. **RESURFACING 3-23 (INCLUDING SEWER & WATER)**
 PETERS CONCRETE COMPANY

TOTAL AMOUNT EARNED:	\$	1,915,207.92
LESS AMOUNT RETAINED:	\$	<u>0.00</u>
	\$	1,915,207.92
LESS AMOUNT PREVIOUSLY PAID:	\$	<u>1,863,955.96</u>
AMOUNT DUE THIS PAYMENT:	\$	51,251.96

ACCOUNT NUMBER
412500E-55303-65103: \$51,251.96
PO #2300058

3. **DAY STREET MUNICIPAL BUILDING FIBER CONNECTION
HOLTGER BROTHERS, INC.**

TOTAL AMOUNT EARNED:	\$	79,362.57
LESS AMOUNT RETAINED:	\$	<u>0.00</u>
	\$	79,362.57
LESS AMOUNT PREVIOUSLY PAID:	\$	<u>77,378.51</u>
AMOUNT DUE THIS PAYMENT:	\$	1,984.06

ACCOUNT NUMBER
461500-55202-69134: \$1,984.06
PO #2400118

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

sap

**A RESOLUTION CELEBRATING THE COLLABORATIVE EFFORT
TO RELOCATE C. REISS' COAL OPERATIONS**

December 17, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, for several decades, the City of Green Bay ("City") has advocated for relocating the C. Reiss coal terminal operations along the Fox River, including in the City's Comprehensive Plan (2002), and the Lower Fox River and Green Bay Shoreline Waterfront Redevelopment Plan (2010); and

WHEREAS, the Brown County Harbor Commission has also historically supported the relocation effort, having approved a \$17 million to \$20 million plan to move C. Reiss's operations in 2004; and

WHEREAS, the City, Brown County, C. Reiss, and the State of Wisconsin have worked together to relocate C. Reiss's operations from the Mason Street site to the Pulliam property to spur economic development, promote port expansion, and enhance downtown land use; and

WHEREAS, the City recognizes the importance of port operations and its economic impact on our region, and the historical significance of the role it has played in the growth and development of our community; and

WHEREAS, Brown County has been awarded over \$25 million in state and federal grants to aid in port expansion to facilitate the relocation of C. Reiss operations; and

WHEREAS, this relocation project will remove long-standing coal piles from 35 acres of near-downtown waterfront property, increasing the property's taxable value by an estimated \$100 million and providing additional taxable development options for neighboring properties; and

WHEREAS, C. Reiss has agreed to relocate its operations to the Pulliam location as soon as practicable after the completion of site improvements, enter into a long-term lease with Brown County, and redevelop its Mason Street property for use in a manner compatible with the nearby neighborhoods and downtown Green Bay; and

WHEREAS, the City will make land use changes to the C. Reiss property to support a mix of compatible residential, commercial, and industrial uses, ensuring that the redevelopment aligns with the City's vision for revitalization and neighborhood integration; and

WHEREAS, this project is expected to have a significant positive economic impact, generating new jobs, revitalizing the downtown area, improving public infrastructure, and enhancing the overall quality of life for residents;

NOW, THEREFORE, BE IT RESOLVED, that the Green Bay Common Council expresses its appreciation for the collaborative efforts of the City, Brown County, C. Reiss, and the State of Wisconsin in making this relocation project a reality, and recognizes the significant positive impact on the regional economy, the tax bases of jurisdictions in Brown County, and Green Bay's neighborhoods and downtown.

BE IT FURTHER RESOLVED, that the Common Council commits to supporting this project and working collaboratively to ensure its successful implementation.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # V.I

General Ordinance No. 30-24

An ordinance amending section 28-4, Green Bay Municipal Code, relating to alcohol beverages.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O 30-24 Relating to Alcohol Beverages in Parks (final)

**AN ORDINANCE
AMENDING SECTION 28-4,
GREEN BAY MUNICIPAL CODE,
RELATING TO ALCOHOL BEVERAGES**

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

SECTION 1. Section 28-4(c), Green Bay Municipal Code, is hereby amended to read:

(c) *Alcohol beverages.*

- (1) *Prohibition.* Notwithstanding subsections (c)(2) and (3) of this section, no person shall possess or consume any alcohol beverages in any park, playground, athletic field or court, swimming or wading pool, or parking lot.
- (2) *Exceptions.*
 - a. A person may possess or consume fermented malt beverages or wine in the picnic areas of Bay Beach Amusement Park between 8:00 a.m. and 9:00 p.m.
 - b. A person may possess or consume fermented malt beverages within a park if the fermented malt beverage is purchased from the City of Green Bay.
 - c. A person may possess or consume fermented malt beverages or wine within a park shelter if there is a valid park shelter reservation agreement for that date and time, provided that the shelter reservation agreement complies with all provisions of both Wisconsin Chapter 125 and Green Bay Municipal Code Chapter 4.
 - d. A person may possess or consume fermented malt beverages or wine within a park if there is a valid special event permit for that date and time, provided that the special event permit complies with all provisions of both Wisconsin Chapter 125 and Green Bay Municipal Code Chapter 4.
- (3) *Approval by Parks Committee and Council.* A person may request approval from the Parks Committee to possess or consume fermented malt beverages or wine in any other park. The Committee may adopt, and the Council may approve, a written policy identifying which requests may be approved without a hearing. The Parks Department shall approve any request to which the written policy applies. Any person may demand a hearing before the Committee if their request was not approved under the written policy. If the Committee grants the person's request, and the Council approves, the person shall comply with any restrictions placed upon the rental permit or reservation by the Committee

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

12/17/2024



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

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # V.2

General Ordinance No. 34-24

An ordinance amending Section 2-79(a), Green Bay Municipal Code, relating to principal City Officials.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 34-24 Relating to Principal City Officials

GENERAL ORDINANCE NO. 34-24

**AN ORDINANCE
AMENDING SECTION 2-79(a),
GREEN BAY MUNICIPAL CODE,
RELATING TO PRINCIPAL CITY OFFICIALS**

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

SECTION 1. Section 2-79(a), Green Bay Municipal Code, is hereby amended to read:

(a) *Principal City officials.* The following City officials shall be appointed by the Mayor, subject to confirmation by Council, in accordance with Wis. Stats. § 62.09. Said officials shall serve for an indefinite term, subject only to removal as described in section 2-81.

- (1) Assessor.
- (2) Attorney.
- (3) Chief of Operations.
- (4) Clerk.
- (5) Comptroller.
- (6) Director of Community and Economic Development.
- (7) Director of Human Resources.**
- (8) Director of Information Technology.**
- (9)** Director of Parks, Recreation, and Forestry.
- (10)** Director of Public Works.
- (11)** Treasurer.

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

12/17/2024



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

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # V.3

General Ordinance 33-24

An ordinance relating to Video Service Provider Fees and is amending the ordinance to reflect the accurate percentage (from 5% to 4%).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 33-24 Relating to Video Service Provider Fees

**AN ORDINANCE
AMENDING SECTION 10-791,
GREEN BAY MUNICIPAL CODE,
RELATING TO VIDEO SERVICE PROVIDER FEES**

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

SECTION 1. Section 10-791, Green Bay Municipal Code, is hereby amended to read:

Sec. 10-791. Video service provider fees.

(a) *Definitions.* Terms used in this section have the meaning ascribed to them in Wis. Stat. § 66.0420(2), as amended from time to time.

(b) *Fee required.* Any video service provider that provides video service within the City shall, on a quarterly calendar basis, pay to the City a video service provider fee equal to ~~five~~ **four** percent of its gross receipts, or the maximum as may be allowed under controlling federal or state law, if such maximum is less than ~~five~~ **four** percent.

(1) The video service provider fee shall be paid no later than 45 days after the end of each quarter.

(2) Upon reasonable written request, the City may, for the purpose of ensuring proper and accurate payment of a video service provider fee, review the business records of a video service provider that is required to pay such a fee. The City shall notify the video service provider of any additional amount due following an audit of such records, which notice shall include a copy of the audit report. Any additional amount due shall be paid within 30 days of such notification.

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

12/17/2024



Report to the
Common Council
of the City of Green Bay

MEETING DATE

December 17, 2024

PREPARED BY

AGENDA ITEM # W.I

To refer the Finance Committee to explore feasibility of an additional line on the printed city tax bill for the GBAPS district to distinguish the voucher dollars over which they have no financial oversight.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None