AGENDA OF THE COMMON COUNCIL

TUESDAY, JANUARY 21, 2025, 6:00 PM
In person at City Hall, Room 203 - Council Chambers.
Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

1. 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.

1. Minutes from December 17, 2024 and January 14, 2025.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

1. **Appointments:**

   Sex Offender Residency Board

Brian Skaletski, 2083 Muirwood Lane, Green Bay, WI 54313
Term to expire: May 1, 2026 (filling the remainder of a term)

Jessica Henderson, 819 Doty Street, Green Bay, WI 54301
Term to expire: June 1, 2028 (filling the remainder of a term)

Landmarks Commission
Al Gonzalez Valentin, 405 Lawe Street, Green Bay, WI 54301
Term to expire: September 1, 2027 (filling the remainder of a term)

CDBG Revolving Loan Fund Committee.
Bradley Klingsporn, 718 S. Maple Avenue, Green Bay, WI 54304
Term to expire: January 1, 2028

Water Commission
John Luczaj, 2743 Durham Road, Green Bay, WI 54311
Term to expire: October 1, 2029 (filling the remainder of a term)

Equal Rights Commission
Naima Muse, 512 Clement Street, Apt. #7 Green Bay, WI 54302
Term to expire: June 1, 2025 (filling the remainder of a term)

Reappointments:

Sex Offender Residency Board
Alex Kaker, 1761 Carriage Court, Green Bay, WI 54304
Term to expire: January 1, 2027 (position change from regular to alternate)

Equal Rights Commission
Michael Vinson, 2731 Old Coach Rd., Green Bay, WI 54302
Term to expire: February 1, 2028

Olde Main Street BID Board
Jim Wochinske, 1981 Hawthorne Heights Drive, De Pere, WI 54115
Term to expire: January 1, 2028

Military Avenue BID Board
Eric Dombrowski, 5332 Dickinson Rd., De Pere, WI 54115
Term to expire: December 1, 2027

Transit Commission
Roger Kolb, 2320 Newberry Ave, Green Bay, WI 54302
Term to expire: February 1, 2028

Green Bay Plan Commission
Lisa Hanson, 708 Kellogg St, Green Bay, WI 54303
Term to expire: February 1, 2028

City of Green Bay/Town of Scott Joint Plan Commission
Ken Rovinski, 520 Hubbard Street, Green Bay, WI 54303
Term to expire: December 1, 2027

Ed Dorff, 3375 Pebble Beach Court, Green Bay, WI 54311
Term to expire: December 1, 2027

J. Ordinances - Second Reading for Adoption.

1. General Ordinance 29-24
   An amendment to Green Bay Municipal Code 40-139 relating to electric scooter regulations.

2. General Ordinance No. 32-24
   An ordinance amending Section 40-71, Green Bay Municipal Code, relating to traffic regulations.

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

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

5. 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%).

K. Report of the Redevelopment Authority (January 14, 2024).

1. To adopt the Resolution approving the blight determination and acquisition of property located at 1400 Main Street.

L. Report of the Improvement & Services Committee (January 15, 2025).

1. To approve the request by Dan Vue to install a sign in the right-of-way at 716 Bodart Street, subject to the execution of a hold harmless agreement and submittal of appropriate insurance, and to authorize the Mayor and City Clerk to execute the agreement.

2. To approve the request by Gregg Mattek to install a sign in the right-of-way at 240 N. Broadway, Suite B, subject to the execution of a hold harmless agreement and submittal of appropriate insurance, and to authorize the Mayor and City Clerk to execute the agreement.

3. To approve the request by Department of Public Works to award professional services contracts for native vegetation management at stormwater facilities to NES Ecological Services and McMahon Associates, Inc.

4. To approve the request by Department of Public Works to enter into a Master Agreement with Berners-Schober Associates, Inc. for projects between January 1, 2025 and December

31, 2026 and to authorize the Director of Public Works to execute subsequent service orders.

5. To approve the request by Department of Public Works on a parking rental agreement for a proposed development at 425 Pine Street.

6. To approve the request by Department of Public Works on the review and approval of the 2025 Special Assessment factors and rates.

7. To receive and place on file the award of Request for Quote POLICE STATION PARTIAL REROOF project to Mathena Roofing & Sheet Metal, Inc. in the amount of $25,803.

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

A. Granting of Licenses

1. Sidewalk Builder

a. Howard Immel, Inc.
b. J&D Services, LLC
c. Martell Construction, Inc.
d. McDonald Services, LLC
e. Rabine America Maintenance, LLC
f. RG Hendricks Concrete Construction
g. Verheyen Construction Co.
h. IEI General Contractors, Inc.

2. Tree & Brush Trimmer

a. A Four Season Tree Care
b. A to Z Tree Service, LLC
c. All Wi Tree Service LLC
d. Asplundh Tree Expert, LLC
e. Best Enterprises, LLC
f. Best Stump Grinding, LLC
g. Epic Innovations, LLC; Epic Tree Care
h. Fall-Rite Services, LLC
i. Holtger Bros., Inc.
j. J&D Services, LLC
k. R&J Tree Services
l. Rigo's Landscaping, LLC
m. SDA Lawnservice, LLC
n. Selner Tree & Shrub Care
o. Tree-B-Gone, LLC
p. Treeo's Tree Service, Inc.

3. Underground Sprinkler

a. Irrigation Company, LLC

b. Rainmaster Irrigation, Inc.
c. Robert's Quality Irrigation, LLC
d. The Sprinkler Company, Inc.
e. Fox Valley Irrigation, Inc.

9. To approve the request by WPS for a Utility Easement in 8th Street Park to run electricity to a new siren site.

M. Report of the Protection & Policy Committee (January 13, 2025).

1. To amend and approve a request by the Sardine Can at 128 S. Broadway to temporarily extend their license premises to their back parking lot for the following dates: May 3, 5, 7, 10, 11, 14, 17, 18, 21, 24, 25, 28, 30, 31; June 4, 6, 7, 11, 13, 14, 18, 20, 21, 25, 27, and 28.

2. To approve a request by the Sardine Can at 128 S. Broadway to temporarily extend their license premises to their back parking lot on the following dates, pending the approval of the renewal application for the 2025-2026 license year: July 2, 4, 5, 9, 11, 12, 16, 18, 19, 23, 25, 26, 30; August 1, 2, 6, 8, 9, 13, 15, 16, 20, 22, 23, 27, 29, 30, 31; September 3, 5, 6, 10, 11, 12, 13, 17, 19, 20, 24, 26, 27; October 1, 3, 4, 8, 10, 11, 15, 17, 18, 24, 25, 31; November 1, 8 (54 total dates).

3. To hold a request by Bay Family Restaurant at 1301 S. Military Ave. to temporarily extend their license premises to their parking lot April 21-27, 2025.

4. To grant an original application for a "Class A" Liquor and Class "A" Beer license for Townhub LLC at 2030 University Ave. with a license premises description as "beer cave, liquor cabinet, in the office, on the shelves, inside the store" (Currently licensed as Neo Beverages, LLC).

5. To grant an original application for an available "Class B" Liquor and Class "B" Beer license for Irish Temper, LLC at 240 N Broadway with a license premises description as "SUITE B, SINGLE-RM PUB, SHARED KITCHEN (REAR), STORAGE BEHIND THE BAR, DOWNSTAIRS."

6. To grant an original application for a "Class B" Liquor and Class "B" Beer license for Happy Hour AWT, LLC at 813 S. Broadway with a license premises description as "BAR AREA, BACK AREA, STOCK ROOM, PATIO" (Currently licensed as The Public Haus, LLC)

7. To grant an original application for a "Class B" Liquor and Class "B" Beer license for Legend Larry's, LLC at 2035 University Ave. with a license premises description as basement and first floor (Currently licensed as Mo-J Willis, Inc.)

8. To grant an original liquor license application for a "Class B" Liquor and Class "B" Beer license for CLN, LLC at 2056 Main St. with a license premises description as "main bar area, back cooler and coolers behind the bar," (Currently licensed as Allegedly, LLC).

9. To approve an appeal by Katie Tibbetts regarding the denial of her operator's license.

10. To hold a request by Merle Alexander regarding the denial of her Operator license, previously held at the October 21, 2024 Protection & Policy Committee meeting.

11. To hold appeal by Sabryna Beaudoin regarding the denial of her operator's license, previously held at the December 9, 2024, Protection & Policy Committee Meeting.

12. To hold until February 24 a 2024-2025 Massage Establishment License at 1136 W Mason, previously discussed at the December 9, 2024 Protection & Policy Meeting.

13. Informational Only: The Clerk's Licensing Report.

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

15. To approve a request by Koi Ramen at 1593 W. Mason St. to extend the issuance of their Class "B" Beer & "Class C" Wine liquor license to February 20, 2025, due to delays (Initially granted at the May 21, 2024, Common Council Meeting for the 24-25 license year).

N. Report of the Plan Commission (January 13, 2025).

1. To approve the request to establish a Planned Unit Development located at 1835 Ridge Road and 1820 Frank Street with conditions. (ZP 24-40 Public Hearing held January 13, 2025).

2. To approve the request to establish a Planned Unit Development located at 1835 Ridge Road with conditions. (ZP 24-41 Public Hearing held January 13, 2025).

3. To approve the request to amend the Smart Growth 2022 Comprehensive Plan for 500 Day St from future Industrial land-use to downtown land-use. (CPA 24-05 Public Hearing held January 13, 2025).

4. To approve the request to rezone 500 Day St from GI General Industrial District to D2 Downtown Two District. (ZP 24-48 Public Hearing held January 13, 2025).

5. To approve the request for a Conditional Use Permit (CUP) to allow a single-family home use within the (OR) Office-Residential district at 158 N. Maple Street with conditions. (ZP 24-50 Public Hearing held January 13, 2025).

6. To approve the request for a Conditional Use Permit (CUP) to allow a multiple-message sign at 1902 N Irwin Avenue with conditions. (ZP 24-51 Public Hearing held January 13, 2025).

7. To approve the request to rezone 501 S. Washington Street (Parcel 15-169) from Public Institutional (PI) district to Downtown One (D1) district. (ZP 24-52 Public Hearing held January 13, 2025).

8. To approve the request to Amend Section 44-82(2)d, Green Bay Municipal Code, removing the sections related to the zoning amendment protest petition. (TA 24-03 Public Hearing held January 13, 2025).

O. Report of the Finance Committee (January 14, 2025).

1. To approve the contract extension with Axon Enterprise, Inc for the Green Bay Police Body Camera and Taser Program for a five (5) year commitment through 2030. Total cost for this is $4,125,000.00

2. To approve approve ordering of 2026 and 2027 Department of Public Works equipment to secure build slots for future years.

3. To approve contingency amendment resolution for $4,000 for the Human Resources 2025 operating budget for the Employee Resource Center 2025 fees.

4. To release the City lien and forgivable equity investment pursuant to Moski Corporation development agreement 21-04 for property located at 1420 S Huron Road as all the requirements have been met.

5. To approve a 90-day extension of the planning option to Gerarden Fabrication and Design for 5 acres of land located on Erie Road, Parcel 21-199.

6. To approve a 90-day extension to planning option to Smet Construction Services for 15 acres of land located on Erie Road, Parcel 21-199.

7. To approve accepting a grant award of $916,000 in federal funding through the US Dept. of Transportation Safe Streets and Roads for All (SS4A) initiative with $229,000 city match.

8. To approve a budget amendment resolution for unbudgeted overtime for special events.

9. To refer to staff to explore feasibility of an additional line on the printed city tax bill for the Green Bay Area Public School District (GBAPS) to distinguish the voucher dollars over which they have no financial oversight, specifically what taxing jurisdiction is responsible for adding it to the bill and associated cost.

P. Report of the Park Committee (January 15, 2025).

1. To approve the purchase of a Container Bar from the Hock Group using ARPA interest funding for a total cost of $119,500.

2. To approve hiring ISG to complete engineering bid documents for the alternate proposed revisions to the shelter/site and stage design at Leicht Memorial Park for a total cost of $505,000.

Q. Report of the Personnel Committee. (January 14, 2025)

1. To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.
   a. Account Clerk II
   b. Truck Driver
   c. Administrative Clerk
   d. City Sealer
   e. Public Arts Coordinator

2. To approve the over-hire of two Firefighter positions.

3. To approve the request to create a Limited Term Grant Accountant position to replace the Limited Term Grant Administrator-Internal Auditor position and request to fill the Grant Accountant position and all subsequent vacancies resulting from internal transfers.

4. The approve the request to reclassify a Word Processor position to a Public Records Specialist position and approval to fill the Public Records Specialist position and all subsequent vacancies resulting from internal transfers.

R. Report of the Traffic, Bicycle, and Pedestrian Commission (January 13, 2025).

1. Elected Chair is Kasha Huntowski and elected Vice Chair is Dan Teaters. (For Information Only. No Council Action Required.)

2. To receive and place on file the reports by the Police Department on the December 2024 and January 2025 Traffic Enforcement Unit Traffic Safety Plans.

3. To receive and place on file the request by Green Bay Area Public School District to convert the NO STOPPING OR STANDING 7:00 AM TO 4:00 PM SCHOOL DAYS to NO PARKING 7:00 AM TO 4:00 PM SCHOOL DAYS on the south side of Yorkshire Road from a point 435 feet east of Fagerville Road to a point 50 feet south of Fagerville Road.

4. To remove the NO PARKING 7:00 AM TO 4:00 PM SCHOOL DAYS on the north side in the 600 block of Emilie Street and the south side in the 600 block of Eliza Street between Monroe Avenue and Quincy Street to allow staff parking for the school district.

5. To approve the traffic calming policy to include traffic calming measures with all new and reconstructed streets as amended.

6. To approve the traffic calming policy to include traffic calming measures on collector streets within the City as amended.

S. Report of the Sustainability Commission (December 18, 2024 & January 16, 2025).

1. To hold until the next Sustainability Commission meeting, the item regarding recommendations and guidance for hosting sustainable city-sponsored events and positioning Green Bay as a sustainability-forward community as part of the 2025 NFL Draft event.

2. To approve the 2025 meeting schedule of the Green Bay Sustainability Commission.

3. To receive and place on file the 2024-2025 Sustainability Commission Workplan; Ordinance establishing the Green Bay Sustainability Commission; and Agenda Item Template.

4. To receive and place on file the reports of the Clean Energy work group and Youth Engagement work group.

5. To receive and place on file Staff Reports: GSI Memo from Utility Manager; Clean Energy Connector Update; Resiliency Coordinator item report.

T. Report of the Equal Rights Commission

1. INFORMATION ONLY - Presentation from Short-Term Rental Inspector - Mike Boutott on December 12th, 2024.

2. INFORMATION ONLY - Short-term rental regulations explained - Assistant City Attorney - Logan Wood on December 12th, 2024.

3. To approve continuing housing discussion at the January ERC meeting.

4. To approve the City of Green Bay's Annual Report (to the ERC) regarding activities and accomplishments concerning diversity and equal opportunity in City employment.

5. INFORMATION ONLY - Jeff Brooks presentation on Helena Group's Catalyst Cities project on January 9th, 2025.

6. Hold until the next Equal Rights Commission meeting the consideration with possible action to revise Section 12-11 Equal Rights Commission of the City's Chapter 12, Civil Rights Ordinance. Link: https://library.municode.com/wi/green_bay/codes/code_of_ordinances?nodeId=COOR_CH12CIRI_S12-11EQRICO

U. Informational.

1. Building Report for December 2024

2. Municipal Court Report for December 2024

V. Committee of the Whole.

1. For consideration and possible action in the litigation matter of *Harris v. City of Green Bay et al.*

   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.

W. Resolutions.

1. Resolution Recognizing the Swiss Hill Neighborhood Association.

2. Resolution regarding blight determination and acquisition of property located at 1400 Main Street.

3. Resolution drawing final orders to contractors for January 21, 2025.

4. Resolution authorizing the transfer of contingency fund for $4,000 for Employee Resource center 2025 fees.

5. Resolution approving unbudgeted overtime for Special Events.

6. Resolution accepting streets for concrete pavement, asphalt pavement or asphalt resurfacing.

7. Resolution authorizing Conditional Use Permit at 158 N Maple Avenue (ZP 24-50).

8. Resolution Authorizing Conditional Use Permit at 1902 North Irwin Avenue (SP 24-51).

X. Quasi-Judicial Hearing--Findings of Fact and Conclusions of Law.

1. To adopt the findings of fact and conclusion of law for the revocation of Massage Establishment License held by Luck Weixi Therapy, LLC, at 989 W. Mason Street.

   The Council may convene in closed session pursuant to Section 19.85(1)(a), Wis. Stats., for purposes of deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body. 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.

Y. Ordinances - First Reading.

1. Zoning Ordinance No. 01-25
   An ordinance rezoning property located at 501 S. Washington Street (Parcel 15-169) from Public Institutional to Downtown One (ZP 24-52).

2. Zoning Ordinance No. 02-25
   An ordinance zoning certain land located at the northeast corner of 1835 S Ridge Road as a Planned Unit Development District (ZP 24-41).

3. Zoning Ordinance No. 03-25
   An ordinance zoning certain land located at 1835 S Ridge Road and 1820 Frank Street as a Planned Unit Development District (ZP 24-40).

4. General Ordinance No. 01-25
   An ordinance repealing part to Section 44-82(2)d, Green Bay Municipal Code, relating to Zoning Amendment Protest Petitions.

5. Miscellaneous Ordinance No. 01-25
   An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay related to the Future Land Use of property located at 500 Day Street (Parcel 7-1) from Industrial to Downtown (CPA 24-05).

6. Zoning Ordinance No. 04-25
   An ordinance rezoning property located at 500 Day Street (Parcel 7-1) from General Industrial District to Down Town District Two (ZP 24-48).

7. General Ordinance No. 02-25
   An ordinance amending Section 40-34, Green Bay Municipal Code, relating to parking regulations.

8. General Ordinance No. 19-24
   An ordinance amending Section 40-54 and 40-55, Green Bay Municipal Code, relating to Municipal Parking.

Z. Referral of Petitions & Communications.

AA. Adjournment.

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

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # J.1

General Ordinance 29-24
An amendment to Green Bay Municipal Code 40-139 relating to electric scooter regulations.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

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

GENERAL ORDINANCE NO. 29-24

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

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

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

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

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____day of _____, 2024.

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

law

12/03/2024

GENERAL ORDINANCE NO. 32-24

AN ORDINANCE
AMENDING SECTION 40-71,
GREEN BAY MUNICIPAL CODE,
RELATING TO TRAFFIC REGULATIONS

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

SECTION 1. Section 40-71, Green Bay Municipal Code, is hereby amended to establish the following 4-WAY STOP condition:

IRWIN AVENUE, at Eliza Street

SECTION 3. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 4. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this _____ day of _____, 2024.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

SAP
12/3/2024

Report to the
Parks Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # J.3

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 (final)

GENERAL ORDINANCE NO. 30-24

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	PREPARED BY
January 21, 2025	

AGENDA ITEM # J.4

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

1. 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	PREPARED BY
January 21, 2025	

AGENDA ITEM # J.5

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

1. 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
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	Rebecca Finco, Staff

AGENDA ITEM # K.1

To adopt the Resolution approving the blight determination and acquisition of property located at 1400 Main Street.

BACKGROUND

The City is targeting acquisition of the property at 1400 Main Street (Parcel 8-1) for blight elimination purposes and redevelopment of the site. Based on its current vacant and deteriorated condition, environmental assessment reports, inspection records, and previous blight determinations, the property is proposed to fulfill the criteria of a blighted area as defined under Wisconsin's Blight Elimination and Slum Clearance Act, Wis. Stats. §66.1333 and identified in the attached Property Condition Report.

Environmental and engineering assessments are underway to address redevelopment obstacles, with the current owner, Nulund Group II LLC, cooperating on a viable redevelopment plan. Potential uses include recreational space or parkland, and possibly private commercial or residential developments. A reuse plan will be finalized after completing environmental assessments and other due diligence to confirm site constraints for redevelopment.

To mitigate liability for environmental cleanup, the City seeks a local government unit (LGU) exemption, which supports the redevelopment of brownfield sites by providing liability protection to LGUs when acquiring properties through means, such as blight elimination, as long as they didn't cause the contamination. This exemption encourages proactive redevelopment of underutilized sites, by reducing liability risks, facilitating the attraction of developers and investors, and promoting economic development and public health.

The acquisition of the property would be at minimal cost to the RDA. After staff determines the full cost of the project, a plan would come back for approval.

RECOMMENDATION

To adopt the Resolution approving the blight determination and property acquisition of 1400 Main Street.

FISCAL IMPACT

None

ATTACHMENTS

1. 1400 Main St Property Map
2. 1400 Main Property Condition Report 1.14.25
3. RDA - 1400 Main St Blight Resolution 1.14.25

1400 Main St

Feet
0 20 40 80

N

Proposed Blighted Parcel

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only.The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 19 Dec 2024 X:\Planning\Work Order Requests\2024\24.10TID\TID 26\TID26 Notice.mxd

Blight Determination
1400 Main Street, Green Bay, Wisconsin
Parcel 8-1

Current Conditions

The Property at 1400 Main Street (Parcel 8-1, as shown in Figure 1: Property Map and Figure 2: Property Photos) is located on the southeast corner of the intersection of Main Street and North Baird Street and is bordered to the south by the East River in the City of Green Bay. The Property consists of one parcel totaling approximately .93 acres of vacant, partially paved land. The site has been vacant since the demolition of previous surface-level structures in 2017 and 2020, which aimed to clear deteriorated buildings and encourage future development. A basement level remains beneath the western portion of the Property along the southern boundary. The foundation's structure serves as a retaining wall to prevent flooding from the East River. The Property is undergoing environmental and engineering assessments to address obstacles that have hindered redevelopment plans. The property owner is collaborating with the City to resolve these challenges and create a viable redevelopment plan which includes the City's planned acquisition of the Property to explore future opportunities.

Historical Uses

Historical documents show the Property was developed by the 1880s and was primarily utilized for residential and commercial purposes including a general store, dry cleaner, greasing, storage, photo shop, restaurant, and other commercial buildings. Surrounding parcels have also been primarily used for commercial operations, including a gas station at an adjacent property.

Blight Definition and Applicability

The following assessment examines the current conditions of the subject property per the statutory definition of "blight" found in Wis. Stats. Chs. 32.03(6) and 66.1333(2m)(bm).

Statutory Elements	Observations	Resources
Abandonment, dilapidation, deterioration, age, or obsolescence; deterioration of site or other improvements	The Property contains a foundation wall that serves a dual purpose as a retaining structure to prevent flooding from the East River. This condition requires substantial engineering evaluations and poses safety risks. Historic environmental reports identify the removal of underground gasoline storage tanks, with petroleum contamination suspected. In 2024, a Phase I Environmental Site Assessment (ESA) and a Site-Specific Sampling Analysis Plan (SSSAP) were completed that have identified several recognized environmental conditions (RECs), Controlled RECs (CRECs) and/or significant data gaps in connection with the Property that require additional site investigation to determine the extent of contamination and	Photographs, inspection records, Stantec Phase I ESA and SSSAP, WDNR BRRTS website

	support effective planning for redevelopment. A geotechnical investigation is necessary to determine the structural integrity of the basement level structure prior to a Phase II ESA being completed. The Property has remained vacant since the demolition of deteriorated structures. The lack of active use has contributed to a general appearance of neglect.	
Inadequate provisions for ventilation, light, air or sanitation/insanitary conditions	The buildings formerly on the site have been razed, with the exception of the basement level foundation, which has window openings of which some are boarded up and others are open to the elements. The condition of the lower basement level is unknown at this time, pending a structural assessment.	Photographs, inspection records
High density of population and overcrowding	Not applicable	
Conditions which endanger life or property by fire and other causes; unsafe conditions	The site includes a ramp leading to the lower basement level, which has been barricaded to restrict access; however, window openings along the south, river-facing side of the basement structure remain unsecured. This leaves the site susceptible to trespassing, vandalism, encampments, and other unlawful activities. Additionally, the site features unprotected foundations and fall hazards, with visible evidence of debris dumping. The deteriorating condition of the river wall system further contributes to an unsafe environment for users of the East River.	Photographs, inspection records, previous environmental reports, visual confirmation
Faulty lot layout in relation to size, adequacy, accessibility or usefulness	The Property's location directly adjacent to the East River poses a significant challenge for redevelopment due to heightened risks of flooding, erosion, and costly engineering required to ensure safety and stability.	City of Green Bay GIS Web Map, Brown County Brown Dog GIS Web Map
Diversity of ownership	Current and previous Property owners include Nulund Group II LLC (current), BNC Investments LLC, Three Corners Mall, LLC, Ora Bleser, Estate of Ora Bleser, McDonald Associates, McDonald Investment Company, and Chester S. McDonald and Margaret E. McDonald	Laredo
Tax or special assessment delinquency exceeding the fair market value of the land	There is a tax delinquency against the property; however, it does not exceed the fair market value of the land. Being underutilized river frontage, the property is not being used for its highest and best use	Tax records

	and therefore is not generating its potential in tax base.	
Defective or unusual condition of title	In a November 11, 2024 article in the Green Bay Press Gazette, the current property owner, Nulund Group II LLC, indicated that redevelopment plans had stalled because of discovered unrecorded rights to the property.	Green Bay Press Gazette, Laredo

Potential Impacts

The following assessment considers the potential impacts of the current state of the property as detailed above per the statutory definition of "blight" found in Ch. 66.1333(2m)(bm).

Statutory Elements	Observations	Resources
Conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime	The potential presence of hazardous materials, contamination, and petroleum substances on the property raises significant concerns regarding health and safety. Additionally, the property's vacant state and unsecured access make it a potential hotspot for criminal activity and delinquency, while also attracting vermin, which poses risks for disease transmission.	Photographs, inspection records, previous environmental reports, Stantec environmental reports
Detrimental to the public health, safety, morals or welfare	Concerns regarding public health, safety, morals, and welfare arise from the hazards associated with the property's unsupervised and unsecured condition. The actual or suspected environmental contamination, combined with its blighted appearance, discourages positive investment from neighboring property owners. Additionally, the property's condition creates a negative impression for residents and visitors traveling along the Main Street corridor into the downtown area.	Photographs, inspection records, previous environmental reports, Stantec environmental reports, visual confirmation
Substantially impairs or arrests the sound growth of a city	The property's unresolved engineering and environmental issues prevent redevelopment and deter new investments in the surrounding area, directly impairing the community's growth.	Photographs, inspection records, previous environmental reports, Stantec environmental reports, visual confirmation
Retards the provisions of housing accommodation	Not applicable. This is not a residential property.	
Constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare	The property has become an economic burden for the City, necessitating ongoing municipal oversight and the allocation of public funds for environmental assessments	Photographs, inspection records, financial reports

	and demolition efforts. Its vacancy has resulted in the underutilization of a prominent, highly visible site in a strategic location. The blighted condition discourages potential investors, potentially lowering surrounding property values and hindering economic growth along a major commercial corridor. The lack of development progress also negatively impacts nearby businesses and residential neighborhoods.	

Previous City of Green Bay Blight Determinations for 1400 Main Street

On Tuesday, August 16, 2005, the Common Council approved the creation of Tax Incremental District (TID) No. Eleven (11), Olde Main Street, which identified parcel #8-1 at 1400 Main Street as a blighted property within its Project Plan.

On Tuesday, July 19, 2016, the Common Council approved the designation of the Cedar and Main Blight District, which identified parcel #8-1 at 1400 Main Street as a blighted property.

Present Determination

Based on the criteria outlined in Wis. Stats §66.1333(2m)(bm), the property at 1400 Main Street in Green Bay (Parcel 8-1) meets the definition of blight. Its current condition significantly impairs community growth, contributes to economic and social liabilities, and poses hazards to public safety and welfare. Efforts to address these issues through collaboration between the City and current property owner are critical to restoring the property's value and mitigating effects of blight on the Property and the surrounding area.

Completed by: Rebecca Finco
Economic Development Specialist

Approved by: City of Green Bay Redevelopment Authority (date approved)
City of Green Bay Common Council (date approved)

FIGURE 1
1400 Main Street Property Map

FIGURE 2
1400 Main Street Property Photos

29
141

RESOLUTION 25-01
REGARDING BLIGHT DETERMINATION AND ACQUISITION OF PROPERTY LOCATED AT 1400 MAIN STREET

January 14, 2025

WHEREAS, Under Wis. Stats. §66.1333, the Blight Elimination and Slum Clearance Act (hereinafter "Act"), it is the policy of this state to protect and promote the health, safety and general welfare of the people of the state in which blighted areas exist by the elimination and preservation of such areas through the utilization of all means appropriate for that purpose, thereby encouraging well-planned, integrated, stable, safe and healthful neighborhoods, the provision of healthful homes, a decent living environment and adequate places for employment of the people of this state and its communities in these areas and blighted properties; and

WHEREAS, by virtue of adoption of a resolution on February 21, 1967, the City of Green Bay Common Council ("Common Council") created a Redevelopment Authority ("RDA") for the purpose of carrying out blight elimination, slum clearance, and urban renewal programs and projects; and

WHEREAS, the Act allows the RDA to undertake activities within the City of Green Bay ("City") for the purpose of carrying out redevelopment, blight elimination, blight prevention and urban renewal programs and projects as set forth in the Act, together with all powers necessary or incidental to effect adequate and comprehensive redevelopment, blight elimination, and urban renewal programs and projects; and

WHEREAS, City staff have completed inspections of the Property and structure at 1400 Main Street ("Property") and finds that each are dilapidated and structurally deficient, providing reason to believe the Property meets the statutory definition to be classified as a "blighted area" under Wis. Stats. §66.1333(2m)(bm); and

WHEREAS, on Tuesday, August 16, 2005, the Common Council approved the creation of Tax Incremental District No. Eleven (11), Olde Main Street, which identified parcel #8-1 at 1400 Main Street as a blighted property within its Project Plan; and

WHEREAS, on Tuesday, July 19, 2016, the Common Council approved the designation of the Cedar and Main Blight District, which identified parcel #8-1 at 1400 Main Street as a blighted property; and

WHEREAS, a Phase I Environmental Site Assessment was conducted on the Property and identified findings of conditions consistent with blight and justify a Phase II Environmental Review; and

WHEREAS, the Property, by reason of its dilapidation, deterioration, environmental condition, obsolescence, and other factors, substantially impairs its sound development, constitutes an economic or social liability and is a risk to public health, safety and welfare in its present condition; and

WHEREAS, the RDA proposes to acquire the property at 1400 Main Street to carry out blight elimination and urban renewal projects, including the installation of public improvements on the Property; and

WHEREAS, Wis. Stats. §66.1333(5)(c)1g of the Act provides that the RDA may acquire blighted property without designating a redevelopment area or adopting a redevelopment plan if the RDA obtains approval of the Common Council by at least a two-thirds vote; and

WHEREAS, due to the real or perceived presence of hazardous substances on the Property, the City wishes to obtain a local government liability exemption authorized by Wis. Stats. §292.11(9)(e); and

WHEREAS, in order to obtain the state law environmental liability exemption, the Property must be acquired by certain methods or purposes, one of which is acquiring the Property for the purpose of blight elimination; and

WHEREAS, City staff have made preliminary findings that found the Property to be a "blighted property" within the statutory definition of Wis. Stats. §66.1333(2m)(bm) and (ii) submitted a recommendation of blight determination to the RDA and Common Council for approval; and

WHEREAS, the RDA conducted a duly-noticed public hearing pursuant to Wis. Stats. §66.1333(5)(c)(2) on January 14, 2025, at which all interested parties were afforded a full opportunity to express their views respecting the determination of blight for the property; and as defined in Wis. Stats. §66.1333(2m)(bm); and

WHEREAS, the determination of a blighted property requires a municipal resolution approving the determination; and

WHEREAS, the RDA has reviewed the facts and circumstances relating to the Property and the proposed acquisition of the Property.

NOW, THEREFORE, BE IT RESOLVED that the City of Green Bay Redevelopment Authority hereby determines that the Property at 1400 Main Street meets the statutory definition of a blighted property as defined in Wis. Stats. §66.1333(2m)(bm); and

BE IT FURTHER RESOLVED that the RDA has taken such action necessary to approve the blight designation and acquisition as required under the Wisconsin statutes; and

BE IT FURTHER RESOLVED that the RDA finds that a comprehensive redevelopment plan is not necessary to determine the need for the acquisition of the Property, the uses of the Property after acquisition and the relation of the acquisition to the property redevelopment by the RDA; and

BE IT FURTHER RESOLVED that the RDA supports the purchase and acquisition of the Property for the purpose of blight elimination and the forwarding of this resolution to the Common Council for their consideration.

Adopted _____

Approved _____

CITY OF GREEN BAY
REDEVELOPMENT AUTHORITY

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Secretary

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # L.1

To approve the request by Dan Vue to install a sign in the right-of-way at 716 Bodart Street, subject to the execution of a hold harmless agreement and submittal of appropriate insurance, and to authorize the Mayor and City Clerk to execute the agreement.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # L.2

To approve the request by Gregg Mattek to install a sign in the right-of-way at 240 N. Broadway, Suite B, subject to the execution of a hold harmless agreement and submittal of appropriate insurance, and to authorize the Mayor and City Clerk to execute the agreement.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # L.3

To approve the request by Department of Public Works to award professional services contracts for native vegetation management at stormwater facilities to NES Ecological Services and McMahon Associates, Inc.

BACKGROUND

The City of Green Bay Department of Public Works is responsible for the management and maintenance of stormwater management facilities throughout the City. The City relies on consultants for the maintenance of the native vegetation within the stormwater ponds, swales, etc. that are managed by the Stormwater Utility. The City recently requested proposals from consultants to provide these services and evaluated the proposals based on qualifications, experience, and cost. The City selected two (2) consultants to provide the vegetation management services for up to a 5-year term. The cost for services is provided for 2025 only. Costs for future years will be provided on an annual basis, upon successful completion of work each year.

RECOMMENDATION

To approve a recommendation from the Department of Public Works to award the professional engineering services contract for Native Vegetation Management at Stormwater Facilities to NES Ecological Services for the amount of $57,725 and to McMahon Associates, Inc. for the amount of $49,485 for services in 2025.

FISCAL IMPACT

Total fiscal impact is $107,210. The work is funded within the 2025 Stormwater Utility budget.

ATTACHMENTS

1. NES - Proposal
2. McMahon - Proposal
3. 2025-01-03 Memo to I&S Veg Management Contract

NES ECOLOGICAL SERVICES
A Division of Robert E. Lee & Associates, Inc.
1250 Centennial Centre Blvd. • Hobart, WI 54155

Serving Wisconsin, Michigan, Minnesota and Illinois

Native Vegetation Management Stormwater Facilities Proposal

Prepared for

City of Green Bay

100 N. Jefferson Street – Room 300
Green Bay, WI 54301

James Havel
920-499-5789
jhavel@releeinc.com

December 18, 2024

www.NESWI.com

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Appendix D. 2025 Equipment Rates

INTRODUCTION – NARRATIVE SUMMARY

NES Ecological Services, A Division of Robert E. Lee & Associates, Inc., is pleased to submit this proposal to assist with the installation, monitoring and maintenance of native vegetation & aquatic habitats at twenty four of the city's stormwater management facilities. Since 1996, NES has provided native habitat restoration services to municipalities, lake management districts and associations, various state and federal agencies, individual landowners and commercial entities. These services have ranged from simply designing restorations to implementing their installation and maintaining them. NES ecologists use their knowledge and experience with Wisconsin's native community types and invasive species to design, implement and maintain plantings that will thrive, provide ecological benefits such as plant diversity and wildlife habitat, and be aesthetically pleasing.

The project list found below depicts the various vegetation communities NES has designed and manages. Our ecologists have been involved with restoration projects both north and south of the ecological "tension zone" so they are familiar with the various community types found within Wisconsin. Although prairie communities are popular, NES has always strived to restore or mimic historic community types when possible. In the northern part of the state that often times means forest or scrub-shrub community development; however, organic matter accumulation from leaves in a stormwater pond may increase dredging requirements and impact the facility's ability to function properly. Therefore, we understand the need for prairie type plantings and the open space they provide; however, if a particular site or area within a site can suitably support a historically regional, community type, NES ecologists will be sure to provide our professional input and work with the City of Green staff to achieve that goal.

The NES ecological team includes eight full-time and four seasonal ecologists with over 70 years of working experience in the natural resources sector. It includes restoration project design, estimating, project management, field work, and short to long-term maintenance. The team's field experience includes certified and licensed herbicide applicator work, hand and mechanical woody species control, native landscape mowing, prescribed burning in a variety of ecosystems, mechanical site/soil preparation, broadcast and no-till seeding, live plantings in uplands and emergent areas, installation of wide array of erosion control products according to manufacturer's specification, installation and removal of herbivore protection systems, shoreline protections such as biologs, and other practices.

Although project goals are always set to achieve a specific outcome, NES realizes the need to adapt to changing environmental conditions, perceptions and economies. If NES ecologists and the City of Green Bay believe there are items that do not need to be addressed or there is a need to shift focus from one task to a more pressing issue elsewhere, NES will communicate with the City and adapt as necessary to complete the tasks. Issues such as the identification of new invasive species populations, algae blooms, muskrat activity or soil erosion will be identified through routine monitoring of the stormwater facilities and their associated vegetation communities by our ecologists. Weekly correspondence between NES & City team members will ensure such issues and scheduling are adequately addressed to promote healthy and aesthetically pleasing vegetation within and around the facilities. NES is capable of and willing to work with the surrounding landowners to educate and increase awareness of the existing and proposed natural landscapes around the City's stormwater facilities through scheduled meetings or more spontaneous on-site consultations. The project team will always be of the understanding that the main goals of the ponds are for flood control, meeting permit requirements, water quality improvement, ecologically sound landscapes, and enhancing quality of life through recreation and education activities. We realize structural improvements, if necessary, must be addressed first. If the budget for maintenance were to change due to unforeseen circumstances, NES will work with the City to carry out as many or all of the priority and anticipated tasks at the targeted facilities within the budget allotted. Any task changes

will be well documented to assist the City with tracking costs and budget balancing to ensure future tasks do not create budget over-runs.

While the NES ecological team is a strong believer in the benefits and uses of native ecological landscapes, our experience suggests that at times, for varying reasons, a native landscape alone may not be the most practical choice. Sometimes economies of scale suggest one landscape over the other. In other circumstances, aesthetics is the driving factor, and the unkempt appearance of native communities is not appealing. The nature of community is the diversity it presents, and the associated cultural values have many impacts on a given community, including landscape aspects. Adaptive design and management is an important tool to utilize when it comes to making these types of decisions. For those ponds requiring higher aesthetic standards, NES will focus efforts on appearance rather than ecological purity. We understand that in some settings, the acceptance of some native plants in the landscape is positive, educational and beneficial when considering planting area size and neighborhood concerns.

NES ecologists will be responsible for providing the following services within this RFP:

- Inspections, both terrestrial & aquatic, to Assess Condition of Stormwater Facilities
- Meetings, Consultations, Correspondence, and/or reports if necessary
- Apply Herbicide to control Terrestrial & Emergent Invasive and Aggressive Plant Species (secure permits if necessary)
- Submit Proper Herbicide Treatment Documentation to WDNR and the City of Green Bay
- Woody Vegetation Removal
- Mowing Activities for Vegetation Management
- Conduct Prescribed Burns
- Coordinate w/City & City's Fire Department
- Notify Adjacent Landowners of Prescribed Burn
- Obtain Proper Permits and Pay Necessary Fees for Burning, Traffic Control and Other Items as Necessary
- Ensure Proper Signage is in place during Burning & Arrange Traffic Control
- Prepare a Press Release, if necessary, to be distributed by City of Green Bay
- Attend Meetings as necessary for Burning Activities
- Site Preparation, including Herbicide Applications & Discing
- Provide & Install Side Slope Mix on Repair Areas
- Provide & Install Shoreline Mix on Repair Areas
- Install Non-Native Grass Seed, if Adaptive Management dictates the need
- Provide & Install Emergent Plant Plugs in Repair Areas
- Furnish, Install, and Maintain Herbivore Protection Fencing
- Furnish & Install Erosion Control Materials
- Periodically Inspect all City Stormwater Facilities
- Compile Year-end Progress Report, Maintenance Recommendations and Budget

NES currently provides similar services managing native communities around stormwater facilities for a variety of clients as discussed below.

REFERENCES & RECENT PROJECTS

NES is currently managing native communities around more than 150 stormwater facilities including those within the University Research Parks in Madison, the City of Green Bay and three other municipalities. References for each are included below.

Teal Spellman, P.E.
Director of Public Works
Village of Bellevue
2828 Allouez Avenue
Green Bay, WI 54311
(920) 593-5507
tspellman@villageofbellevuewi.gov

Native Habitat Establishment & Maintenance
Invasive Species Monitoring & Eradication
Prescribed Burning
Annual Monitoring and Reporting

Justin Gierach, P.E.
City of Oshkosh
215 Church Avenue, Rm. 301
Oshkosh, WI 54903
(920) 236-5065
JGierach@oshkoshwi.gov

Native Habitat Establishment & Maintenance
Invasive Species Monitoring & Eradication
Prescribed Burning
Annual Monitoring and Reporting

Luke Vandenberg, P.E. & Paul Krause
City of Appleton
100 North Appleton Street
Appleton, WI 54911
(920) 832-6474
Luke.Vandenberg@AppletonWI.gov
Paul.Krause@AppletonWI.gov

Native Habitat Establishment & Maintenance
Invasive Species Monitoring & Eradication
Prescribed Burning

Matthew McConnell – University Research Park
510 Charmany Drive, Suite 250
Madison, WI 53719
(608) 441-8040
mmcconnell3@wisc.edu

Native Habitat Establishment & Maintenance
Invasive Species Monitoring & Eradication
Prescribed Burning

Appendix A contains detailed project sheets regarding some of the below referenced projects.

- **University Research Park** (2010 – Present) –Seeding, Monitoring, and Maintenance of 13 Native Communities, several associated with Stormwater Facilities – City of Madison, WI
- **Village of Bellevue** (2012–Present) – Native Habitat Restoration & Stormwater Facilities Maintenance on 20 ponds – Brown County, WI
- **City of Green Bay** (2015-Present) - Native Habitat Restoration & Stormwater Facilities Maintenance on 10 ponds/swales – Brown County, WI
- **City of Oshkosh** (2017–Present) – Native Habitat Restoration & Stormwater Facilities Maintenance on 23 ponds – Winnebago County, WI
- **City of Appleton** (2023–Present) – Native Habitat Restoration & Stormwater Facilities Maintenance on 95 ponds – Outagamie, Calumet & Winnebago Counties, WI
- **City of Green Bay** (2019 – Present) - Native Prairie Seeding & Maintenance Activities (~36 acres), Danz & Military Landfills, City of Green Bay, Brown County, WI

- **Wisconsin Department of Transportation** (2013-Present) – Invasive Species Control & Prescribed Burns within 12 Wetland Mitigation Sites and 17 Remnant Prairie segments totally more than 800 acres. *Phragmites* survey and control efforts in 19 counties found in the southern, northern & western portion of WI.
- **Door County Land Trust** (2022 - ongoing) – Japanese Barberry, Honeysuckle, Autumn Olive and Buckthorn Control on 200 Acres located within Kellner Fen, Door County, WI
- **McKeefry & Sons, Inc. (**2024 – ongoing**)** – Native Planting within Village of Howard Stormwater Facility – Brown County, WI
- **KCG Excavating, Inc. (**2024 – ongoing**)** – Native Planting within Village of Howard Stormwater Facility – Brown County, WI
- **Dorner, Inc. (**2023 – 2024**)** – Native Planting within Village of Howard Stormwater Facility – Brown County, WI
- **Village of Howard** (2019–2021) – Native Plantings within 11 Stormwater Facilities – Brown County, WI
- **Touchmark** (2018-2022) – Native Habitat Restoration & Stormwater Facilities Maintenance on 3 ponds – City of Appleton, WI

PROJECT TEAM

The primary contact person to coordinate the project for NES will be James Havel, Senior Ecologist and Project Manager. Nick Kintopf (Restoration Ecologist) will oversee monitoring of the facilities while Dustin Sablich (Restoration Ecologist) will be the lead field ecologist for the project. The City of Green Bay will be a key part of the project team. It is the intent of NES to work as an extension of the city and with city staff to ensure the stormwater facilities are managed appropriately. NES staff will also work with the city's muskrat trapper.

NES's ecological staff have extensive experience in monitoring native landscapes; site preparation; installing seeds, live plants, biologs, herbivore fencing, and erosion control measures; and maintenance through mowing, prescribed burns and herbicide applications. Our team will strive to conduct the proposed work in an efficient manner to reduce project costs while achieving the desired goals.

As mentioned above, James Havel will be the project leader. Mr. Havel will be the prime contact person for the city. Mr. Kintopf will conduct the annual facility inspection visits and prepare the assessment report. Mr. Sablich will be responsible for leading aspects of the annual field operations with oversight provided by Mr. Kintopf. Mr. Kintopf and Mr. Sablich along with Ecologists Thomas Gerbyshak II, Noelle Lampshire, Shannon McClusky and Restoration Technicians Wess Willette and Alex Sommercorn will also participate in the prescribed burns, maintenance, installation and site preparation work. NES/REL also has several full-time and seasonal staff that have worked with our ecologists and are available when needed.

Staff Qualifications

REL/NES

James Havel
Senior Ecologist - Contract & Project Manager
26 Years
M.S. Environmental Science – UW Green Bay
B.S. Wildlife Management & Biology – UW Stevens Point
WDNR Assured Professional Wetland Delineator

Mr. Havel has a Master of Science Degree in Environmental Science with an emphasis in wetland ecology and ornithology from the University of Wisconsin-Green Bay and a Bachelor of Science Degree in Wildlife Management and Biology from the University of Wisconsin-Stevens Point. He is a member of the Wisconsin Wetland Association, Wisconsin Society of Ornithology, and Wild Ones. Mr. Havel's extensive experience and training beyond his degrees are the foundation of the wetland and habitat restoration-related services offered at REL. Mr. Havel oversees all wetland projects ranging from boundary delineations to full-scale mitigation designs, permit applications with functional values assessments, and feasibility studies. He has also conducted surveys for threatened and endangered species. Mr. Havel also assists with our native restoration designs including the creation and restoration of native community types such as forests, dunes, wetlands and prairies; and, participates in habitat installation and management activities.

Nick Kintopf
Restoration Ecologist - Field Manager
11 Years
B.S. Environmental Science/Biology – UW Green Bay

Mr. Kintopf's background in Conservation Biology has allowed him to develop, manage and lead projects implementing restoration practices in natural communities. He has refined his knowledge in restoration working for the Wisconsin DNR, Conservation Corps of Minnesota and Iowa (CCMI), Minnesota DNR, and the Natural Resources Conservation Service. Prior to joining REL, Mr. Kintopf directed CCMI crews performing restoration work in Minnesota State Parks. Mr. Kintopf currently oversees REL restoration crews including maintenance activities within a variety of community types including mitigated wetlands and prairies, and invasive species surveys. Mr. Kintopf has also recently achieved Burn Boss status has worked on over 100 prescribed burns and has the following certifications in prescription burning: IS-100 (Introduction to Incident Command System), IS-700 (National Incident Management System), S-130 (Wildland Firefighter Training), S-190 (Intro to Wildland Fire Behavior), L-180 (Human Factors on the Fireline), S-131 (Firefighter Type 1), S-133 (Look Up, Look Down, Look Around), L-280 (Followership to Leadership), S-212 (Wildland Fire Chain Saws), S-219 (Firing Operations), S-290 (Intermediate Wildland Fire Behavior) and S-390 (Introduction to Fire Behavior Calculations) through the National Wildfire Coordinating Group. He is a Wisconsin certified herbicide applicator in categories 5.0 (Aquatic & Mosquito) and 6.0 (Right-of-Ways & Natural Areas).

Thomas Gerbyshak II
Restoration Ecologist - Field Manager
14 Years
B.S. Biology – UW Oshkosh

Prior to joining REL/NES, Mr. Gerbyshak ran a restoration crew that oversaw the management of many native plantings throughout Wisconsin. Much of his time was spent maintaining native plantings around stormwater facilities for the City of Appleton. He currently oversees and participates in REL/NES restoration work including maintenance activities within in a variety of community types such as mitigated wetlands and prairies; assists with wetland monitoring; and invasive species surveys. He also continues management efforts for the City of Appleton. Mr. Gerbyshak has the following certifications in prescription burning: IS-100 (Introduction to Incident Command System), IS-700 (National Incident Management System), S-130 (Wildland Firefighter Training), S-190 (Intro to Wildland Fire Behavior), L-180 (Human Factors on the Fireline) and S-290 (Intermediate Wildland Fire Behavior), through the National Wildfire Coordinating Group. He is a Wisconsin certified herbicide applicator in categories 5.0 & 6.0.

Dustin Sablich
Restoration Ecologist - Field Manager
4 years
B.S. Animal & Conservation Biology - UW Green Bay

Mr. Sablich's background in Conservation Biology has enabled him to manage and conduct work on a variety of restoration and ecological projects. Mr. Sablich currently runs a crew for REL/NES conducting invasive species control in a variety of community types, performing vegetation surveys, and prescribed burning. Mr. Sablich also has the L-180, S-130, S-190, S-219 and S-290 Wildland Firefighter Certifications through the National Wildfire Coordinating Group and IS100 training through the Emergency Management Institute. He is also a Wisconsin certified herbicide applicator in categories 5.0 and 6.0.

Appendix B contains resumes of REL/NES main project team members listed above.

STATE HERBICIDE APPLICATOR LICENSE

REL/NES: Business Herbicide License (93-015942-012926)
Wisconsin Pest Control Pollutant Discharge Permit (WPDES) for Aquatic Plants, Algae, and Pathogens (WI-0064556)

Individual Licenses

Full-time Staff

Nick Kintopf (Certification #106026)
- Category 5.0 – Aquatic & Mosquito
- Category 6.0 – Right-of-Way & Natural Areas

Dustin Sablich (Certification #111931)
- Category 5.0 – Aquatic & Mosquito
- Category 6.0 – Right-of-Way & Natural Areas

Thomas Gerbyshak (Certification #090718)
- Category 5.0 – Aquatic & Mosquito
- Category 6.0 – Right-of-Way & Natural Areas

Noelle Lampshire (Certification #300211)
- Category 5.0 – Aquatic & Mosquito
- Category 6.0 – Right-of-Way & Natural Areas

Shannon McClusky (Certification #103584)
- Category 2.0 - Forestry
- Category 5.0 – Aquatic & Mosquito
- Category 6.0 – Right-of-Way & Natural Areas

Mark Linder II (Certification #78465)
- Category 2.0 - Forestry
- Category 5.0 – Aquatic & Mosquito
- Category 6.0 – Right-of-Way & Natural Areas

Steven Essex (Certification #111197)
- Category 2.0 - Forestry
- Category 5.0 – Aquatic & Mosquito
- Category 6.0 – Right-of-Way & Natural Areas

Seasonal Staff

Wess Willette (Certification #300291)
- Category 5.0 – Aquatic & Mosquito
- Category 6.0 – Right-of-Way & Natural Areas

Alex Summercorn (Certification #116784)
- Category 1.1 – Field & Vegetable Crops
- Category 5.0 – Aquatic & Mosquito
- Category 6.0 – Right-of-Way & Natural Areas

Rebecca Brown (Certification #115054)
- Category 5.0 – Aquatic & Mosquito
- Category 6.0 – Right-of-Way & Natural Areas

Jessica Johnston (Certification #109079)
- Category 5.0 – Aquatic & Mosquito
- Category 6.0 – Right-of-Way & Natural Areas

SUBCONTRACTORS

NES does not anticipate the need to subcontract any of the tasks discussed in the RFP. We will also self-perform all the maintenance and installation activities. The only exception would be if exotic, submerged plant species or algae are identified as potential issues, and the City of Green Bay chooses to proceed with treatment. NES would then team with Wisconsin Lake & Pond Resource to apply the in water herbicide applications.

PROJECT RECOMMENDATIONS

Task 1. Provide Facility Inspections & Prepare Year-End Assessment Report

Task 1 is expected to occur at all 24 stormwater facilities included within the RFP. Prior to conducting any maintenance activities, NES will assess the overall condition of the communities, both terrestrial and aquatic, at each stormwater facility. Nick Kintopf will be the primary person from NES performing this task; however, Dustin Sablich and Thomas Gerbyshak will also participate since they will be responsible for leading field activities. These facility site inspections will be used to determine preliminary maintenance activities. We will not prepare a report after this assessment, but we will conduct future maintenance activities accordingly based upon this visit. If there are any major issues, NES will notify the City of Green Bay.

In addition to the early season inspection, NES ecologists will periodically review all the stormwater facilities. To more accurately track conditions of a facility and activities conducted by our ecologists, a Stormwater Facility Inspection Form (Appendix C) will be completed each time NES performs maintenance activities or a site is reviewed. The following information will be recorded:

1) Native and invasive species found on-site so their presence and relative level of occurrence can be tracked over time along with the success of previous maintenance activities, if conducted. The information will be used to determine future maintenance activities and performance schedules.
2) Plant and/or structural damage from muskrats and/or geese
3) Algae growth
4) Site conditions by taking photos from the same vantage point each visit.

If desired, these forms can be provided to the city as a means of tracking progress throughout the year; otherwise, NES will keep City staff updated through regular email correspondence. Herbicide Application Records, which will include the species targeted, will be provided within 30 days of their occurrence. If there are issues we believe should be addressed prior to sending the herbicide records, NES will notify the City of Green Bay immediately.

NES will also classify each site by native species coverage into one of three categories utilized in the initial site assessment:

Good — Native species are dominant - ≥ 75% cover
(Limited but sustained maintenance is recommended – the goal for each facility.)

Fair — Native species are dominant - 50-75% cover
(Moderate maintenance is required to improve/salvage planting.)

Poor — Native species are sparse - <50% cover
(Area could/should be replanted unless the site has been recently planted or reworked. In these cases, maintenance activities and time should result in a trend toward native species dominance.)

Since there could be areas of each category within one facility, NES will GPS the communities so maps can be created for each facility and included within the assessment report. Mapping will help establish baseline conditions and allow us to track changes over time as management activities are implemented. Notes regarding dominant species found within each mapped category will be recorded along with invasive species of concern. These observations will allow our ecologists to determine appropriate, future maintenance recommendations.

Once the field data have been collected and compiled, NES will generate an annual assessment report in December that includes:

1) Summarization of activities performed in the current year that were documented on the Stormwater Facility Inspection Forms and Herbicide Treatment Records.
2) Recommended maintenance activities for the following growing season.
3) A review of the overall condition of the stormwater management facility including community maps of each facility.

All reports will be provided in a format acceptable to the City of Green Bay so they can be posted on the city's website for residents.

Table 1. Anticipated Inspection & Report Preparation Schedule.

Task	**Year 2025***											
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Facility Inspection												
Native Plant Assessment												
Annual Report Preparation & Submittal												

*Inspections will occur throughout the year as part of fieldwork operations. NES staff experience affords the opportunity for cost savings by having knowledgeable field staff be able to inspect & report management needs during field operations. When there are field activities occurring that do not allow for consistent visiting of all facilities, the project manager and/or field staff will make the required additional inspections to cover the seasonal gap.

Task 2. Provide Miscellaneous Consultations and Meetings

Task 2 will likely not be needed for many of the 24 stormwater facilities included within the RFP; however, time and budget are being included for each to address this very important task. Engaging and educating the public regarding these facilities can resolve issues pertaining to native vegetation and necessary management activities including herbicide applications and prescribed burning. This task will be performed by one of our ecologists, when the need for special consultations and meetings arises. Prior to conducting this task, NES will coordinate with city personnel, and any other parties needing to attend, to determine a mutually convenient date to meet/consult. NES will only perform this task with special authorization and request by the city.

NES ecologists have worked with clients from all sector types. These include private landowners, residential clients, municipal officials, commercial property managers, business owners, government officials, and many others. We have experienced many situations with individuals that require significant communication, partnership, and education as to the reasons for utilizing functional native landscapes. Often the native landscapes are utilized in conjunction with traditional lawns and hardscapes, both for functionality and traditional landscape values. Our ecologists are very qualified and comfortable in these situations. If and when these meetings occur, NES will come prepared to each with appropriate background information from past visits, field efforts, and up-to-date information for the situation at hand. NES will also provide a written memo to the city documenting discussions and any recommendations made during the meeting/consultation. The ecologist involved will provide this information within one week.

Due to the spontaneous nature of this item, a specific schedule does not apply. NES will be responsive and meet the required time frames for this task when it arises.

Task 3. Apply Herbicide

Task 3 is expected to occur at all 24 stormwater facilities, in varying degrees, included within the RFP. NES ecologists will notify City staff via email of potential herbicide applications a minimum of 24 hours in advance. Residents in the Department of Agriculture, Trade and Consumer Protection (DATCP) Landscape Pesticide Registry will also be notified.

In the cost proposal, NES has accounted for all possible treatment methods and herbicides that could be used for this project. NES will utilize our experience to most cost effectively, and successfully, treat invasive species such as Canada thistle (*Cirsium arvense)*, phragmites (*Phragmites australis)*, purple loosestrife (*Lythrum salicaria)*, hybrid invasive cattails (*Typha spp.)*, reed canary grass (*Phalaris arundinacea)*, sweet clover (*Melilotus sp.)*, birdsfoot trefoil (*Lotus corniculatus)*, crown vetch (*Coronilla varia)*, and many others. The goal is to achieve the vegetation performance standards established for each pond while following the City's pesticide use policy. NES plans to utilize, according to the amount and location of the undesirable species, hand treatment methods such as hand wicking for small populations, and backpack sprayers with wands and diaphragm pumps. If certain annual or biennial species are present in small quantities, such as sweet clover, bull thistle, or others, and have not yet gone to seed, they may simply be pulled or cut by hand as well. This will destroy the plant, prevent reproduction and reduce chemical use. At times the NES team will have an ATV with them along with tanks to be utilized for actively spraying and also as a backup water supply. Areas or species requiring a scale larger than hand work will be treated with a spray wand from a UTV type sprayer and/or a boom from the same unit. NES will have a variety of herbicides with different modes of action and active ingredients to utilize at the appropriate times. Herbicides such as Element 4® are highly effective on woody and cut stump treatments, along with species such as purple loosestrife that is not emerging out of the water. Glyphosate

based herbicides such as Roundup® or equivalent will be used often, both in upland and emergent (Roundup Custom® – aquatic approved) situations. Glyphosate is a highly effective broad-based herbicide that is cost effective as well. Clethodim (Intensity One®) is a grass selective herbicide that can only be utilized if standing water or saturated soils are absent but can be very effective in controlling reed canary grass and other undesirable cool season grasses. In some cases, mixing two chemicals will be more effective. NES staff will determine the best approach by assessing the species present. Spray additives such as adjuvants and oils will be utilized for situations where it will enhance the effect of the herbicide and the herbicide's ability to uptake into the plant. For most applications, a surfactant such as Activator 90 or Methylated Seed Oil (MSO) is added to the herbicide solution because the wetting agent and activator helps break down the waxy leaf cuticle in plants such as crown vetch and increases herbicide uptake. A marking dye such as Aquamark Blue SS is also added to ensure appropriate coverage and to reduce overspray.

Although most herbicide work will be reactive, concentrating efforts on the fringes or buffers of the native plant communities could be proactive in nature and prevent possible invasions into well-established and relatively weed free communities. NES ecologists will be sure to assess and address these areas first to prevent undesirable plant infestations. Taking a more aggressive approach in these buffer areas should reduce the overall time and money spent on the facility. Our ecologists are also very aware of the damage herbicides pose to the environment, especially if used at a rate higher than recommended on the label or needed for good control. Using their experience in controlling similar species, our staff will utilize the least amount of chemical possible to achieve control. These actions will benefit both the environment and overall costs since less chemical would be utilized for the project. The NES team is highly skilled at plant identification which will help ensure that desirable plants will not be negatively impacted during the herbicide work. As indicated earlier in the proposal, NES applicators are certified and licensed in the appropriate categories, such as Forestry, Right-of-Way & Natural Areas and Aquatic & Mosquito.

In general applications will not occur if:

- Winds >15 mph – drift onto adjacent properties and non-targeted vegetation shall be avoided
- Vegetation is wet
- Rain is expected within 2-4 hours of treatment (label required dry time)
- Temperature inversions are possible
- Freezing temperatures are forecast either early or late in the growing season

Conditions including wearing the appropriate Personal Protective Equipment (PPE) listed on the chemical labels will be observed. Following the above guidelines will also prevent ecological damage, potential health issues and loss of productive time due to ineffective applications.

Prior to conducting herbicide application over water, a permit for the chemical application will be secured from the WDNR; and, posting and notification requirements followed (NR 107 & ATCP 29.52(3)). Herbicide Application Records (WDNR Form 3200-111 for aquatic applications and DATCP form for upland applications) will be submitted within 30 days of each treatment to the City and the WDNR for the aquatic applications.

The information below is a discussion of various treatment methods NES has utilized successfully on various invasive plants. The species discussed are not meant to be all inclusive of those found throughout the stormwater facilities managed by the City; but rather, the material covers many of the species routinely being treated.

Emergent and Wet Meadow Zones

Narrow-leaf cattail and hybrids, reed canary grass, *Phragmites*, purple loosestrife and Japanese knotweed are typically the main herbaceous plants of concern within these zones. Below are some steps that NES has utilized to address these species.

Reed Canary Grass

Due to its proximity to water, reed canary grass along the shoreline will be manually cut and an aquatic approved herbicide applied to reduce its vigor. Repetitive cutting along with herbicide applications or multiple herbicide applications will be required to weaken the plants. Ideally plants are either hand wicked or broadcast sprayed in mid to late May to eliminate seed head development. A follow-up treatment will likely be required in the fall. If the clumps are small, the surrounding native vegetation will likely replace the reed canary grass, but if there are larger treated areas, NES will suggest over-seeding with native sedges and grasses.

Single Plants or Small Clusters

1) If seed heads are present, they will be cut and placed in thick, plastic bags and removed to a licensed landfill facility for proper disposal.

2) An herbicide solution, including the chemical (Roundup Custom®, Polaris® or Intensity One®, etc.), a surfactant or MSO, and marking dye, will be applied through one of the below methods:

    a) Apply solution containing 20-30% glyphosate, imazapyr, or clethodim to the plant using the "Glove of Death" technique. The technique involves spraying the solution onto a cotton glove that is worn by the applicator over chemically resistant gloves; the applicator then takes hold of the plant near the base and runs the cotton glove up the plant stem.

    b) Broadcast spray solution containing 1-2% glyphosate or imazapyr on the target plants. Backpack sprayers are typically used. If plant densities are relatively low, this method is not generally used because there is an increased chance of impacting the surrounding, native vegetation through drift since glyphosate and imazapyr are non-selective herbicides.

Large Clusters or Populations

1) Grass will be cut prior to seed development and allowed to re-grow, and/or

2) A broadcast spray will be conducted as discussed above. If plants are sprayed early, cutting activities are generally not required.

Clethodim (Intensity One®) is a grass selective herbicide that can only be utilized if standing water or saturated soils are absent. Surfactants such as Activator 90 are added to the herbicide solution because the wetting agent and activator helps break down the waxy leaf cuticle and increases herbicide uptake. A marking dye such as AquaMark Blue SS is also added to ensure appropriate coverage.

Purple Loosestrife

Control of purple loosestrife often requires site visits during the flowering stage to ensure all plants are located and eradicated. Since the quickest and easiest way to identify this invasive species is during the flowering stage, herbicide application alone will not provide total control. Flowers on chemically treated plants have been found to produce viable seeds; therefore, the flower heads will be removed and disposed of properly. The steps we recommend following include:

Single Plants or Small Clusters

1) Cut seed heads and place in thick, plastic bags.

2) Herbicide remaining vegetation (see below).

3) Securely close bagged material and remove to a licensed landfill facility for proper disposal.

Large Clusters or Populations

1) Flower heads, if present, are cut and placed in thick, plastic bags. If bags develop tears during the process due to puncturing by the plant's woody stem, the compromised bag and its contents are placed inside another bag to achieve full containment.

2) An herbicide solution, including the chemical (Roundup Custom®, Polaris® or Garlon 3A®, etc.), a surfactant or MSO and marking dye, is applied through one of the below methods:

    a) Apply solution containing 25-30% glyphosate, imazapyr or triclopyr directly to cut stem with sponge type applicator so that it can be absorbed into the root system.

    b) Apply solution containing 25-30% glyphosate, imazapyr or triclopyr to the plant using the "Glove of Death" technique. The technique involves spraying the solution onto a cotton glove that is worn by the applicator over chemically resistant gloves; the applicator then takes hold of the plant near the base and runs the cotton glove up the plant stem.

    c) Broadcast spray solution containing 2% glyphosate, imazapyr or triclopyr on the target plants. Backpack sprayers are typically used. If plant densities are relatively low, this method is not generally used because there is an increased chance of impacting the surrounding, native vegetation through drift since glyphosate and imazapyr are non-selective herbicides.

3) Securely close bagged material and remove to a licensed landfill facility for proper disposal. Prior to moving the materials, all equipment and clothing are inspected thoroughly to ensure no plant fragments or seeds are dispersed in the process.

Cattails

Although broad-leaf cattails are native, they can be very aggressive; therefore, they should be selectively controlled so that only a certain percentage occurs within the planting. All non-native narrow-leaf cattails and hybrids are to be removed. Initial control within the capital projects can be conducted by manually

pulling young plants during emergent plant installation and composting the material. For those facilities that have established communities, the following procedures will be implemented:

Plants found in water depths >3"

1) Stems are cut under the water surface two or three times during the growing season. When the stems are under water, the rhizomes are unable to receive an air supply, which is detrimental to the plant.

2) Material may be removed and composted.

3) For additional control, apply an herbicide solution containing 2% glyphosate or imazapyr, a surfactant or MSO and marking dye on new shoots after the initial cutting. Backpack sprayers are typically used. If plant densities are relatively low, this method is not generally used because there is an increased chance of impacting the surrounding, native vegetation through drift since glyphosate and imazapyr are non-selective herbicides.

4) If single plants or small clusters are present, apply solution containing 20-30% glyphosate or imazapyr to the plant using the "Glove of Death" technique. The technique involves spraying the solution onto a cotton glove that is worn by the applicator over chemically resistant gloves; the applicator then takes hold of the plant near the base and runs the cotton glove up the plant stem.

Plants found along the shoreline and in water depths <3"

1) Seed heads, if present, are cut and properly disposed of at a licensed landfill.

2) An herbicide solution, including the chemical (Roundup Custom®, Polaris®, etc.), a surfactant or MSO and marking dye, are applied in a manner similar to the methods discussed above for purple loosestrife control.

Phragmites

Like reed canary grass, *Phragmites* can be very aggressive. The most current research and our fieldwork indicate that the following steps when implemented on mature plants are very effective control methods; therefore, NES proposes to control and/or eradicate existing phragmites patches by applying one or more of the below herbicide activities during the months of either August or September. Prior to treating large populations, the stand should be mowed in either late fall/early winter or early spring to remove the previous year's dead material. The material removal will reduce the amount of herbicide application required and allow easier movement within the stand. Mowing patches in late June or early July with a follow-up application on re-growth has also been found to be effective.

Single Plants or Small Clusters

1) Solution containing 20-30% glyphosate or imazapyr is applied to the plant using the "Glove of Death" technique. The technique involves spraying the solution onto a cotton glove that is worn by the applicator over chemically resistant gloves; the applicator then takes hold of the plant near the base and runs the cotton glove up the plant stem.

2) Stems will be cut and a 5% solution of either imazapyr or glyphosate will be squirted directly into the hollow stem using a fine tipped squeeze bottle.

Large Clusters or Populations

1) Mow in early July, in necessary

2) Broadcast spray growth with a solution containing 2-5% imazapyr or glyphosate on the target plants. Backpack sprayers along with ATV or UTV vehicles equipped with boom sprayers will be utilized.

Japanese Knotweed

Like reed canary grass and *Phragmites* this species can be found in both upland and wetland situations and is very difficult to control. NES has used a combination of mowing and herbicide applications to reduce populations. Mowing alone can be utilized, but the frequency must be so often that it is generally not financially efficient. We suggest mowing and treating a minimum of 2-3 times throughout the growing season.

A herbicide solution, including the chemical (Roundup Custom®, Polaris®, etc.), a surfactant or MSO and marking dye, is applied through one of the below methods:

Single Plants or Small Clusters

1) Solution containing 25-30% glyphosate or imazapyr is applied to the cut stems with sponge type applicator or spray bottle

Large Clusters or Populations

1) Broadcast spray solution containing 2% glyphosate or imazapyr on the target plants. Backpack sprayers are typically used. If plant densities are relatively low, this method is not generally used because there is an increased chance of impacting the surrounding, native vegetation through drift since glyphosate and imazapyr are non-selective herbicides.

If the population is located in an upland situation, Milestone® (aminopyralid) has been found to be effective.

Mesic Prairie Zone/Sideslopes & Other Uplands

Once the warm season grass has become dense enough to provide a suitable litter layer, the community can be best managed with prescribed burns. Fire will assist with controlling many undesirable species; however, pressure from invasive species will still warrant occasional hand removal or spot herbicide applications for optimum control. If prescribed burns cannot be conducted, occasional mowing should be conducted to reduce the threat of woody species invasion.

Below are activities to consider for maintaining the upland seeding. Species listed below are those most problematic and commonly found invasive plants within native communities.

Biennial & Annual Broadleaf Weeds

Sweet clover species, Queen Anne's lace and common burdock along with other less aggressive yet undesirable annual and biennial species can be controlled, and populations reduced through repetitive cutting. For this reason, we suggest conducting spot mowings or cutting when needed. Mowing or hand

cutting is typically conducted when the plants are mature and in the beginning stages of flowering to ensure the best control. However, mowing must be done in a timely manner and not too often as the plants will begin growing lower to the ground and be more difficult to control through mowing efforts. In the event that individuals are found with mature seed heads, those plants are manually cut with machetes or loppers prior to setting seed, bagged, and removed from the site. All noxious/invasive weeds are properly disposed of in a landfill. In rare cases, herbicide may be applied through spot applications, but there is an increased risk of damaging native species within the planting, which can be avoided through the mechanical removal process.

Perennial Broadleaf Weeds

Canada and bull thistles, red, white and alsike clovers (*Trifolium pratense*, *T. repens*, and *T. hybridum*), crown vetch, teasel species and bird's foot trefoil along with other aggressive perennial weeds can be controlled to some degree through mowing and burning activities prior to seed set, but full control may require herbicide applications. The steps we recommend following include:

1) An herbicide solution, including the chemical (Roundup Custom®, Polaris®, Transline®, etc.), a surfactant or MSO and marking dye, is applied through one of the below methods:

    a) Broadcast spray solution containing a combination of 1% glyphosate or imazapyr and 2/3 to 1 1/3 pint/acre of Transline on the target plants. Backpack sprayers are typically used. If plant densities are relatively low, this method or combination would not be used because there is an increased chance of impacting the surrounding, native vegetation through drift since glyphosate and imazapyr are non-selective herbicides. To reduce impacts with this solution, a spray bottle or hand wicking could be substituted.

    b) Broadcast spray solution containing 2/3 to 1 1/3 pint/acre of Transline on the target plants. The chemical is more selective and targets broadleaf plants so grasses won't be impacted; however, caution must be used around native forbs. The choice of application will depend on the population size of the targeted species.

Ideally these species will be identified and sprayed either very early or late in the growing season prior to or after native plant growth. If species are located during the growing season, they would either be sprayed or cut to prevent seeding. Mature seed heads will be removed and properly disposed of to prevent further spread. Follow-up treatments will likely be required.

Perennial Grasses

Reed canary grass, fescues (*Festuca spp.*), smooth brome and cheat grass (*Bromus inermis* and *B. tectorum*), Kentucky bluegrass and quack grass along with other aggressive perennial grasses can be controlled to some degree, like the perennial broadleaf weeds, through mowing and prescribed burning activities prior to seed set, but full control may require herbicide applications. Although these grasses can be located and identified early in the growing season, they may be more easily identified during the flowering stage; therefore, additional steps may be necessary to prevent their spread. The steps we recommend following include:

Single Plants or Small Clusters

1) Seed heads, if present, will be cut and placed in thick, plastic bags and removed to a licensed landfill facility for proper disposal.

2) An herbicide solution, including the chemical (Roundup Custom®, Polaris®, Intensity® One, etc.), a surfactant or MSO and marking dye, will be applied through one of the below methods:

   a) Apply solution containing 20-30% glyphosate or imazapyr or 5% clethodim to the plant using the "Glove of Death" technique. The technique involves spraying the solution onto a cotton glove that is worn by the applicator over chemically resistant gloves; the applicator then takes hold of the plant near the base and runs the cotton glove up the plant stem.

   b) Broadcast spray solution containing 2% glyphosate or imazapyr or 1% clethodim on the target plants. Rates may need to be adjusted if the plants are mature. Backpack sprayers are typically used. If plant densities are relatively low, this method is not generally used because there is an increased chance of impacting the surrounding, native vegetation through drift since glyphosate and imazapyr are non-selective herbicides. The exception would be with the use of clethodim as this chemical is grass selective; however, caution would still need to be taken when spraying around native grass species.

Large Clusters or Populations

1) Grass will be cut prior to seed development and allowed to re-grow.

2) Conduct a broadcast spray as discussed above.

Follow-up treatments will likely be required. NES may also recommend over-seeding with native grasses in the fall.

NES ecologists can also apply broad-leaf herbicide applications within those areas maintained as "No Mow" zones to eliminate undesirable weeds within the cool season grass stands.

Table 2. Anticipated Application of Herbicide Schedule.

Task	Year 2025											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Noxious Weed Control												

*Applications will be made, at a minimum, at 3 key times of growing season - spring, mid-summer & fall. Interim applications will be made as well for more difficult and follow-up needs.

Task 4. Cut & Treat Woody Vegetation

Task 4 is expected to occur primarily at the stormwater facilities included within Group 3 identified in the RFP. The one exception will be the P&G Mitigation Pond, which has not been managed in the past. Per the RFP, the City of Green Bay Forestry Department will cut and remove trees at the I-43 Northwest, I-43 Northeast and Brown County Farm ponds. NES staff will work with the department to treat cut stumps in

a timely manner. If conditions do not allow stump treatment, stump resprouts will be foliar sprayed under Task 3.

Typical woody vegetation that tends to invade both stormwater ponds and natural areas are species such as willow species (*Salix spp.)*, eastern cottonwood (*Populus deltoides)*, box elder (*Acer negundo)*, and others that can invade upland areas such as honeysuckle species (*Lonicera spp*.) and common buckthorn (*Rhamnus cathartica*). These species, when growing on berms or near facility structures, can cause damage to the pond infrastructure that can compromise its operation and will require repairs. Dense stands can also slow water flow through an area (channel), which can be good for sediment removal; however, if flow is impacted too much, water can begin backing up and causing flooding issues upstream. It is best to control them early to reduce long-term issues. Although the root structures of the woody species can help stabilize the pond's shoreline, dense stands may cause future issues with access for pond maintenance. The woody species can also provide additional, unwanted organic material through leaf loss each year.

NES plans to herbicide cut stems and stumps in this task. Herbicides mentioned above such as Element 4 and glyphosate-based will be used for the treatments. NES also expects that basal bark treatments will be employed, unless it is the desire of the City and/or residents to have the woody material physically cut and removed as well. Basal bark treatments are effective during the active growing season and on woody species that are less than 3" in diameter. Woody species that are basal bark treated will not be cut, which can provide a benefit for wildlife, while still controlling the plants. Any herbicide applications in or adjacent to water will be completed using aquatic approved herbicides such as Roundup Custom®.

NES has chainsaws and brush-cutters used for cutting and "weed whacking" of small to moderate size stands. If large stands are present and access is suitable, a forestry mower may be utilized to quickly cut and shred the woody material. Again, the NES team will have these tools available when performing this work so the time spent working is maximized for effectiveness and efficiency. NES will also use loppers to cut the target vegetation. Shortly after a woody species is cut, a solution containing 20-30% triclopyr (Element 4®) or aquatic approved glyphosate or imazapyr, for areas close to the water's edge, will be applied to the open cut with either a backpack sprayer or a paintbrush to promote herbicide absorption. Crews will be prepared to stack and transport or chip the cut material when it is the City's desire to collect or shred it. NES will work with the City to determine the best approach when removing large quantities of woody material. The cost estimate below assumes NES will cut and conveniently stack the material to be removed by City crews.

Most of the work for this task has been completed at the stormwater facilities included within Groups 1 & 2 identified in the RFP; therefore, little to no additional effort is required under this task. Unwanted seedlings will be addressed in Tasks 3 (Herbicide Application) and 6 (Prescribed Burning) once the initial large, established material is removed.

Table 3. Anticipated Woody Vegetation Control Schedule.

Task	**Year 2025**											
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Brush Removal and Eradication												

Task 5. Mow Vegetation to 6" – 8" Height & Spot Mowing

Task 5 is expected to occur at all 24 stormwater facilities, in varying degrees, included within the RFP. Mowing of native restoration areas is a good tool at times to manage vegetation. It can help aesthetically, making the community look nicer in spring. It can open up sunlight to the ground more quickly to get vegetation growing, similar to a benefit that burning provides. It can set back invasive vegetation by stressing it and preventing flowering and above-ground reproduction. It is also significantly more cost effective than herbiciding, especially worth considering when one is attempting to control species that can be more difficult to manage with herbicides, such as sweet clover (a biennial), and even red clover. Certain leguminous problem species such as red clover and bird's foot trefoil, are well controlled through a timely mowing (early spring, late fall), to allow the mowed legume to re-sprout, and then follow with an herbicide application to the green leaves when the vast majority of native species are dormant. NES proposes using this method in areas that are appropriate.

NES will utilize an ATV or a small to mid-size tractor with a mowing implement attached to the back. The mowing decks will be set to achieve a 6-8" mowing height. The crew leader conducting the mowing will also have a hand weed-whacker along to cut areas inaccessible with the mower, such as around structures or near the water. Mowing operations will be conducted in spring, similar to the time of controlled burning, mid-summer prior to flowering/seeding of invasive species, and late fall, especially if targeting for a fall herbicide application.

In some cases, only small patches of weeds need to be cut to prevent seed development, shading or provide aesthetic value to an established, native plant community. Larger equipment may not be very effective in maintaining these areas; therefore, NES would plan on using weed-whackers and/or machetes, to cut those populations. The timing of this activity is very important especially when the prevention of seed development is the goal.

Table 4. Anticipated Vegetation Mowing to 6"- 8" Height & Spot Mowing Schedule.

Task	**Year 2025**											
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Mow Vegetation to 6"-8" Height or Spot Mow Weed Populations												

Task 6. Conduct Controlled Prairie Burn

Task 6 is expected to occur at the Berger Street and Eaton Heights stormwater facilities included within the RFP. The burns will be conducted during the traditional spring burn season – very late March into April, and possibly early May. NES will conduct a pre-burn spring visit to the potential burn sites. The visit is necessary to better determine the timing of the burns, areas that are conducive to a burn and those that are not, and the field work that will be required prior to conducting the burns, mainly creation of burn breaks. Prior to conducting the prescribed burn, NES will work with the City of Green Bay and its fire department to schedule the burns based upon the initial site assessment. Due to the nature of these sites, NES expects there to be some lawn areas, other hard surfaces, and certainly open water, that will act as burn breaks. But it is also expected that some time will need to be spent mowing or cutting areas to create them where they may not be adequate in their current state. Mowing around select trees and shrubs will also be conducted to ensure they are not damaged by the fire. In some cases, we will meet with City staff to ensure our staff is aware of the vegetation needing protection.

Nick Kintopf, who has Burn Boss credentials, will manage the burn crews and spring burn efforts. He has conducted prescribed burning throughout his professional career and has worked closely in recent years with the City Fire Department to secure required permits and approvals. His attention to detail and communication has given him a good reputation with personnel within the department. Mr. Kintopf has overseen many successful burns both for the city and other clients within the City of Green Bay.

The NES team will staff a minimum of a 3–4 person, trained burn crew for all burns. A minimum of 2 pickup trucks will be utilized for mobilization, transport of crews, and hauling of equipment, both large and small, within and between burns. The trucks will also carry water and pull our 500 gallon "water buffalo" tanker, which will be present at each burn site. A minimum of 2 UTV/ATV's will be utilized for all burns. UTV/ATV's will be utilized for transporting and spraying water. They will be used to transport crew members and provide the required lookout personnel during the burns. Small standard burn equipment will also be used including handheld drip torches for lighting fires, matches for lighting the drip torches, hand rakes and flappers for controlling the fire, PPE such as NOMEX coveralls, gloves, and boots, hard hats, water backpacks, two-way communications radios for communication amongst all crew members, and maps of the burn units, associated burn plans and instructions.

Mr. Kintopf will manage all the burns. There will be a brief but thorough team meeting prior to conducting each burn. The plan and layout for each site will be reviewed and any associated hazards and concerns discussed. Overall weather conditions including wind speeds, direction, and humidity levels within the region and at each site will be thoroughly reviewed prior to beginning any burn. Wind direction will be particularly important when burning near high traffic areas such as Hwy 43. If necessary, a test fire will be conducted to ensure site conditions, including fuel levels, are conducive for the burn. After the burns are completed, a mop-up crew will ensure there are no remaining embers that could spark another fire in the hours following the burn.

Table 5. Prescribed Burn Proposed Timeframe.

Task	Year 2025											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Prescribed Burn												

Task 7. Perform Prairie Burn Administration

Task 7 is also expected to occur at the Berger Street and Eaton Heights stormwater facilities. NES will coordinate with city staff, obtain all necessary permits, attend any meetings specifically requested for the burning operations, and provide written notification to the city and locally affected residents for all the burn sites. In recent years, postcards have been mailed to residents surrounding stormwater facilities alerting them to a potential burn.

Signage will be placed at all street locations that are entry and access points for the affected burn units. NES will acquire additional signs from WisDOT at the Brown County Highway Department if needed in addition to NES burn signs. NES will notify the Police and Fire Departments as well to confirm our operations and see if any additional traffic precautions are required. Fees for signage, equipment, coordination, meetings, and permits are all incorporated into the submitted cost proposal. NES will communicate with the city early on (minimum of 48 hours prior to burning) to determine how calls from residents will be handled. If calls come into the city, NES assumes and plans that any specific, non-general questions that city staff can't answer will be directed toward the NES project manager, James Havel.

Table 6. Prescribed Burn Administration Proposed Timeframe.

Task	Year 2025											
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Prescribed Burn Administration												

Task 8. Site Preparation Herbicide and Discing

Task 8 is expected to occur primarily at the stormwater facilities included within Group 3 identified in the RFP. The one exception will be the P&G Mitigation Pond, which has not been managed in the past. During the 2025 growing season, two applications of herbicide will be applied within areas that need to be re-worked. Depending on weed growth, a third application may be necessary and is included within the cost estimate. Periodic site visits by our ecologists will determine if additional herbiciding will be required. In general, applications will be conducted when weed height is $\geq$ 6" throughout 50% of the site. These operations will occur simultaneous to herbicide work at other ponds to maximize efficiency.

A combination of glyphosate (Roundup Custom®) and 2,4-D (Mec Amine-D®) or clopyralid (Transline® or Stinger®) will be utilized for each application and applied with an UTV/ATV sprayer unit or backpack sprayer at the rates recommended on the label for the vegetation species present, which will be assessed by NES ecologists prior to the application. In addition to the herbicide, NES will use MSO or Activator 90 (non-ionic surfactant) to aid in the mixing and performance of the spray solution. A marking dye such as AquaMark Blue SS will also be utilized to help determine spray patterns and accurate coverage. Although not necessarily required by state law, NES will post herbicide application signs to inform individuals that an application has occurred because the areas are accessible to the general public. NES will keep records of each application and provide them to the City of Green Bay as required by law.

We are anticipating two years of herbicide application will be necessary to fully prepare the seedbed areas at the sites. Aggressive invasive species are currently present at the sites and multiple years of control will increase success of the native seeding. Therefore, discing activities will not be required in 2025.

Task 9. Furnish and Install Side Slope Prairie & Wetland Seed

Task 9 will focus primarily on addressing the prairie and wet meadow areas lacking vegetation around the Eaton Heights and Mossy Oak stormwater facilities due to impacts from high water levels and the removal of invasive species. Seeding may also be required at Barina Creek depending on impacts associated with the planned dredging of the pond; however, the cost to complete this work is not included below.

It is NES' experience that seed quality, along with other preparation items, is of the utmost importance in successful establishment of native plant communities. NES will ensure the seed used for this project is of sound origin, ecotype, quality (tested and stored), sold PLS, and at a reasonable price.

The native seed mix along with a cover crop of oats and winter wheat will be dormant sown between October 15th and November 30th within the designated seeding zones. If the communities are hand sown, the seed will be mixed with a carrier (e.g., sawdust, vermiculite, moist sand, etc.) to ensure even seed distribution. If a hand operated Truax seed slinger is utilized then a carrier is not required; however, the amount of seed purchased will be increased by 50% to compensate for seed loss through the above hand seeding operations. The seeded areas will then be rolled with a cultipacker to ensure good seed to soil contact. Otherwise, the seed will be installed with a broadcast type seeder (Brillion) capable of properly

handling and distributing the small and fluffy native seeds. Final timeframes will be dependent on weather conditions, approval from, and coordination with, the City.

Table 7. Side Slope Seed Installation Schedule.

Task	Year 2025, if needed											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Side Slope Seeding*												

*In most cases seeding operations will occur in late fall as this timeframe is quite successful; however, early season installations are possible

Task 10. Furnish and Install Emergent Plant Plugs

This task will focus on addressing areas with little or no emergent vegetation present. No planting is proposed for 2025; however, as management activities occur, additional planting may be required due to the removal of woody vegetation, *Phragmites*, cattails or other invasive species within the ponds, especially at Eaton Heights and those ponds found within Group 3 and the P&G mitigation pond. These ponds will be assessed during the 2025 and possibly 2026 growing season to determine via planting zones prior to installing plugs.

Similar to securing the highest quality seed, NES' team experience will also allow for the highest quality plant materials from a reputable vendor.

NES crews will install the plugs by hand in the appropriate planting zones, in any areas where previous plugs have not taken well. The plug's roots will be broken apart to some extent to allow for faster establishment once placed in the soil. The plants will be set so the above-ground growth is emerging at ground level and is above the waterline. The plants will then be backfilled and slightly compacted to stabilize them. Plants will be installed on 18" centers.

Ideal planting times for live plants is early to mid-summer. This will allow the plants to catch up more quickly with their natural flowering cycles once established. If this timeframe cannot be met, later in the planting season will be okay, but it will take until the next growing season for the plants to flower and set seed like normal. NES does not normally install plants past the end of July, so they have enough time to become well established prior to the end of the growing season.

Table 8. Emergent Plant Plug Installation Schedule.

Task	Year 2025, if needed											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Installation of Emergent Plant Plugs												

Task 11. Furnish, Install & Remove Herbivore Protection Fencing

As with Task 10, Task 11 is not anticipated to occur in 2025. This task will consist of installing and maintaining fencing to exclude primarily geese from the live planting areas. It shall include all necessary work, disposal of all waste material and the repair of any damage caused by this work. The work shall be performed in accordance with the following provisions.

Before live plants are installed, the fencing system will be installed around the outer perimeter of the planting zone both in and out of the water. The fencing will be maintained throughout the first full

growing season. Provided the plantings are successfully established, the goose fence will be removed sometime between October 1 and November 15.

Table 9. Herbivore Protection Fencing Installation & Removal Schedule.

Task	Year 2025, if needed											
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Install, Maintain & Remove Herbivore Fencing												

Task 12. Furnish and Install Class I, Urban, Type A Erosion Control Blanket

Although seeding may occur at a few ponds, the need for conducting Task 12 in 2025 is unlikely do the relatively level nature of the sites to be seeded. Erosion is not anticipated; however, if issues arise, materials will be installed in a timely fashion to correct problems.

NES crews are highly experienced in the variety of erosion control products that are on the market. We have installed a wide range of products, from silt fence, to sediment stops, erosion control blankets, check dams, and many others. They are familiar with the manufacturers recommended installation methods for these products. NES has consulted and installed erosion control products in restoration situations, stormwater basin situations, and for utility operations.

The NES team has installed Class I, Urban, Type A blanket in a variety of applications, from small restoration areas to large acreage stormwater basins. The team will have reviewed, and have on hand, the detailed product specification sheets when installing the products. Attention to detail related to proper trenching methods, overlap related to water flow, and secure stapling will be of the utmost importance. The product used will be WintersStraw Bio or an approved equal listed on the WI DOT PAL list.

Table 10. Erosion Control Installation Schedule.

Task	Year 2025, if needed											
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Install E-mat												

SPECIAL CONSIDERATIONS

NES understands that field work may not be conducted within the City of Green Bay between April 21 – April 28, 2025, under this contract due to the NFL draft. A written request to conduct specific activities may be submitted to the City for review and approval.

RESPONSE TIME

Any problems that may arise will be addressed by NES within five days or less. We will work with the City of Green Bay to achieve desired results while providing quality work in a timely manner.

CITY OF GREEN BAY TASKS

As time allows, city staff may participate in specific tasks discussed above like the removal of woody vegetation. We also acknowledge that the city will be contracting a trapper to conduct the muskrat trapping activities. NES will communicate often with the city to determine how these activities are being completed. NES will work with the city to determine staff availability to reduce overall project costs.

COST ESTIMATE

An itemized cost breakdown (Tables 11-20, 22-28 & 30-37) for anticipated maintenance services on the twenty four stormwater facilities is located below. To help with budget decisions, an annual cost estimate for each anticipated task is provided for each facility. Annual assessments will help determine remaining priorities. Tables 21, 29 and 37 contain a total estimated cost for each of the three groups of stormwater facilities broken out in the RFP.

Billing Rates for Key Personnel

The contract agreement will be on a time-and-material, not-to-exceed basis. The below estimated costs for each stormwater facility and tasks use a combination of the following 2025 rates:

NATURAL RESOURCES TECHNICIAN I	$55.00	College Student Interns Hired for the Summer
NATURAL RESOURCES TECHNICIAN II	$66.00	
NATURAL RESOURCES TECHNICIAN III	$72.00	Alex Summercorn & Wess Willette
NATURAL RESOURCES SCIENTIST I	$82.00	Dustin Sablich, Noelle Lampshire, Steven Essex & Shannon McClusky
NATURAL RESOURCES SCIENTIST II	$100.00	Nick Kintopf, Mark Linder & Thomas Gerbyshak
NATURAL RESOURCES SCIENTIST III	$118.00	
NATURAL RESOURCES SCIENTIST IV	$150.00	James Havel

Expenses included below include permit fees, supplies (i.e., herbicide & native seed), equipment and mileage.

Group 1 – Stormwater Facilities

Barina Creek

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Phragmites & Narrow-leaved Cattail Control (Tasks #3 & #5)
3) Selective Herbicide Application & Mowing (Tasks #3 & #5)

Table 11. Barina Creek Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	7.0	$35	$875
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	35.0	$670	$3,225
#5 - Mowing Activities	33.0	$150	$2,625
TOTAL	**77.5**	***$855**	**$6,975**

*Included in estimated cost.

Berger

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Japanese Knotweed Control (Tasks #3 & #5)
3) Selective Herbicide Application & Mowing (Tasks #3 & #5)
4) Prescribed Burn (Tasks #6 & #7)

Table 12. Berger Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	7.0	$35	$875
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	10.0	$170	$1,000
#5 - Mowing Activities	9.0	$85	$875
#6 – Prescribed Burn	19.0	$425	$2,175
#7 – Prescribed Burn Administration	4.5		$450
TOTAL	**52.0**	***$715**	**$5,625**

*Included in estimated cost.

Eaton Heights

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Emergent Wetland - Phragmites & Narrow-leaved Cattail Control (Tasks #3 & #5)
3) Selective Herbicide Application & Mowing (Tasks #3 & #5)
4) Prescribed Burn (Tasks #6 & #7)
5) Overseed Wet Meadow areas in Previously Drowned Out Areas – (Task #9), if necessary

Table 13. Eaton Heights Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	7.0	$35	$875
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	21.0	$200	$1,950
#5 - Mowing Activities	12.5	$225	$1,275
#6 – Prescribed Burn	22.0	$470	$2,450
#7 – Prescribed Burn Administration	6.5		$650
#9 – Furnish & Install Wetland Seed (if necessary)	6.0	$325	$850
TOTAL	**77.5**	***$1,255**	**$8,300**

*Included in estimated cost.

Huron-Sitka

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Selective Herbicide Application & Mowing (Tasks #3 & #5)
3) *Phragmites* Control Herbicide Application & Mowing (Tasks #3 & #5)

Table 14. Huron-Sitka Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	7.0	$35	$875
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	9.5	$205	$1,000
#5 - Mowing Activities	7.0	$115	$750
TOTAL	**26.0**	***$355**	**$2,875**

*Included in estimated cost.

Juza-Shorewood

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Emergent Wetland - Phragmites & Narrow-leaved Cattail Control (Tasks #3 & #5)
3) Selective Herbicide Application & Mowing (Tasks #3 & #5)

Table 15. Juza-Shorewood Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	7.0	$35	$875
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	10.0	$205	$1,075
#5 - Mowing Activities	7.0	$115	$750
TOTAL	**26.5**	***$355**	**$2,950**

*Included in estimated cost.

McAuliffe Park

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Selective Herbicide Application & Mowing (Tasks #3 & #5)

Table 16. McAuliffe Park Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	7.0	$35	$875
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	8.0	$350	$1,050
#5 - Mowing Activities	9.0	$115	$900
TOTAL	**26.5**	***$500**	**$3,075**

*Included in estimated cost.

Mossy Oak

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Selective Herbicide Application & Mowing (Tasks #3 & #5)
3) Overseed Prairie areas in Eroded Repair Areas – (Task #9), if necessary

Table 17. Mossy Oak Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	7.0	$35	$875
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	32.0	$350	$2,675
#5 - Mowing Activities	18.5	$165	$1,725
#9 – Furnish & Install Prairie Seed (if necessary)	6.0	$235	$775
TOTAL	**66.0**	***$785**	**$6,300**

*Included in estimated cost.

Royal Woods

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Japanese Hedge Parsley & *Phragmites* Control (Tasks #3 & #5)
3) Selective Herbicide Applications & Mowing (Tasks #3 & #5)

Table 18. Royal Woods Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	7.0	$35	$875
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	7.5	$230	$875
#5 - Mowing Activities	8.0	$115	$825
TOTAL	**25.0**	***$380**	**$2,825**

*Included in estimated cost.

Voyager Drive/P&G Mitigation Pond

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Emergent Wetland - Phragmites & Narrow-leaved Cattail Control (Tasks #3 & #5)
3) Cut & Treat Woody Vegetation (Task #4)

Table 19. Voyager Drive/P&G Mitigation Pond Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	7.0	$35	$875
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	39.0	$1,660	$4,725
#4 – Cut & Treat Woody Vegetation	42.75	$1,435	$4,775
#5 – Mowing Activities	21.0	$235	$1,925
TOTAL	**112.25**	**$3,365**	**$12,550**

Based on an initial site review, there appears to be potential to rehabilitate the existing native planting both within the blue polygon area included within the RFP and areas outside the target zone. An assessment during the 2025 growing season will help determine appropriate actions; however, a prescribed burn in either 2026 or 2027 along with targeted herbicide applications may revitalize the existing community thus reducing the need to completely reseed the area. Stands of emergent native plants may also be salvageable once the *Phragmites* and cattail are successfully controlled. An assessment during the 2026 growing season will determine planting needs.

Webster Avenue

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Selective Herbicide Application & Mowing (Tasks #3 & #5)

Table 20. Webster Avenue Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	7.0	$35	$875
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	40.0	$225	$3,250
#5 - Mowing Activities	25.0	$125	$1,875
TOTAL	**74.5**	**$385**	**$6,250**

*Included in estimated cost.

Table 21. Total Estimated Maintenance Costs – Group 1 Stormwater Facilities 2025.

Pond	2025
Barina Creek	$6,975
Berger	$5,625
Eaton Heights	$8,300
Huron-Sitka	$2,875
Juza-Shorewood	$2,950
McAuliffe Park	$3,075
Mossy Oak	$6,300
Royal Woods	$2,825
Voyager Drive/P&G Mitigation Pond	$12,550
Webster Avenue	$6,250
Grand Total*	***$57,725***

* Costs to conduct these tasks will be billed on a time and expense basis; however, NES will work with the City of Green Bay to eliminate tasks were applicable and reduce costs where able to ensure desired work is conducted within the constraints of the budget. Services not covered within this proposal will be negotiated with the city.

Group 2 – Stormwater Facilities

Baird Creek Preserve Northeast

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Selective Herbicide Application & Mowing (Tasks #3 & #5)

Table 22. Baird Creek Preserve Northeast Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	7.0	$35	$875
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	10.0	$160	$975
#5 - Mowing Activities	8.0	$85	$775
TOTAL	**27.5**	***$280**	**$2,875**

*Included in estimated cost.

Baird Creek Preserve Northwest

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Selective Herbicide Application & Mowing (Tasks #3 & #5)

Table 23. Baird Creek Preserve Northwest Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	7.0	$35	$875
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	10.5	$180	$1,025
#5 - Mowing Activities	8.0	$85	$775
TOTAL	**28.0**	***$300**	**$2,925**

*Included in estimated cost.

Basten Street Wetland

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Selective Herbicide Application & Mowing (Tasks #3 & #5)
3) Cut & Treat Woody Vegetation (Task #4)

Table 24. Basten Street Wetland Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	7.0	$35	$875
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	13.5	$425	$1,475
#4 – Cut & Treat Woody Vegetation	5.25	$70	$525
#5 - Mowing Activities	5.0	$85	$550
TOTAL	**33.25**	***$615**	**$3,675**

*Included in estimated cost.

Excalibur

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Emergent Wetland – Phragmites Control (Tasks #3 & #5)
3) Selective Herbicide Application & Mowing (Tasks #3 & #5)

Table 25. Excalibur Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	4.75	$35	$525
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	8.5	$120	$825
#5 - Mowing Activities	5.0	$85	$475
TOTAL	**20.75**	***$240**	**$2,075**

*Included in estimated cost.

Larscheid

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Emergent Wetland – Phragmites Control (Tasks #3 & #5)
3) Selective Herbicide Application & Mowing (Tasks #3 & #5)

Table 26. Larscheid Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	4.75	$35	$525
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	7.5	$140	$775
#5 - Mowing Activities	5.5	$85	$500
TOTAL	**20.25**	***$260**	**$2,050**

*Included in estimated cost.

Mills Street

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Selective Herbicide Application & Mowing (Tasks #3 & #5)

Table 27. Mills Street Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	7.0	$35	$875
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	9.5	$295	$1,075
#5 - Mowing Activities	6.5	$110	$600
TOTAL	**25.5**	***$440**	**$2,800**

*Included in estimated cost.

Superior

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Emergent Wetland – Hybrid Cattail & Phragmites Control (Tasks #3 & #5)
3) Selective Herbicide Application & Mowing (Tasks #3 & #5)

Table 28. Superior Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	7.0	$35	$875
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	9.0	$205	$950
#5 - Mowing Activities	7.5	$85	$675
TOTAL	**26.0**	***$325**	**$2,750**

*Included in estimated cost.

Table 29. Total Estimated Maintenance Costs – Group 2 Stormwater Facilities 2025.

Pond	2025
Baird Creek Preserve Northeast	$2,875
Baird Creek Preserve Northwest	$2,925
Basten Street Wetland	$3,675
Excalibur	$2,075
Larscheid	$2,050
Mills Street	$2,800
Superior	$2,750
Grand Total*	***$19,150***

* Costs to conduct these tasks will be billed on a time and expense basis; however, NES will work with the City of Green Bay to eliminate tasks were applicable and reduce costs where able to ensure desired work is conducted within the constraints of the budget. Services not covered within this proposal will be negotiated with the city.

Group 3 – Stormwater Facilities

Brown County Farm

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Emergent Wetland – Phragmites Control (Tasks #3 & #5)
3) Selective Herbicide Application & Mowing (Tasks #3 & #5)

Table 30. Brown County Farm Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	7.0	$35	$875
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	17.0	$355	$1,700
#5 - Mowing Activities	11.75	$175	$1,075
TOTAL	**38.25**	***$565**	**$3,900**

*Included in estimated cost.

Based on an initial site review, there appears to be potential to rehabilitate the existing native planting zone. An assessment during the 2025 growing season will help determine appropriate actions; however, a prescribed burn in either 2026 or 2027 along with targeted herbicide applications may revitalize the existing community thus reducing the need to completely reseed the area. Stands of emergent native plants may also be salvageable once the *Phragmites* and cattail are successfully controlled. An assessment during the 2026 growing season will determine planting needs.

I-43 Northeast

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Emergent Wetland – Phragmites Control (Tasks #3 & #5)
3) Broadcast Herbicide Application & Mowing (Tasks #3 & #5)

Table 31. I-43 Northeast Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	4.75	$35	$525
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	24.5	$875	$2,800
#5 - Mowing Activities	11.0	$150	$1,000
TOTAL	**42.75**	***$1,060**	**$4,575**

*Included in estimated cost.

Based on an initial site review, there appears to be very few if any areas within the prairie and emergent planting zones that can be salvaged. An assessment during the 2025 growing season will help determine appropriate actions; however, the communities within and around this pond will likely need to be completely reseeded/planted.

I-43 Northwest

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Emergent Wetland – Phragmites Control (Tasks #3 & #5)
3) Broadcast Herbicide Application & Mowing (Tasks #3 & #5)

Table 32. I-43 Northwest Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	4.75	$35	$525
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	26.0	$865	$2,925
#5 - Mowing Activities	10.75	$195	$1,050
TOTAL	**44.0**	***$1,095**	**$4,750**

*Included in estimated cost.

Based on an initial site review, there appears to be very few if any areas within the prairie and emergent planting zones that can be salvaged. An assessment during the 2025 growing season will help determine appropriate actions; however, the communities within and around this pond will likely need to be completely reseeded/planted.

Mahone Creek Estates

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Emergent Wetland – Phragmites Control (Tasks #3 & #5)
3) Broadcast Herbicide Application & Mowing (Tasks #3 & #5)
4) Cut & Treat Woody Vegetation (Task #4)

Table 33. Mahone Creek Estates Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	4.75	$35	$525
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	24.0	$690	$2,600
#4 – Cut & Treat Woody Vegetation	19.5	$135	$1,675
#5 - Mowing Activities	9.75	$200	$1000
TOTAL	**60.5**	***$1,060**	**$6,050**

*Included in estimated cost.

Based on an initial site review, there appears to be very few if any areas within the prairie and emergent planting zones that can be salvaged. An assessment during the 2025 growing season will help determine appropriate actions; however, the communities within and around this pond will likely need to be completely reseeded/planted.

Mahone Creek Estates First Addition

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Emergent Wetland – Phragmites Control (Tasks #3 & #5)
3) Broadcast Herbicide Application & Mowing (Tasks #3 & #5)
4) Cut & Treat Woody Vegetation (Task #4)

Table 34. Mahone Creek Estates First Addition Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	4.75	$35	$525
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	17.0	$470	$1,900
#4 – Cut & Treat Woody Vegetation	32.75	$500	$3,075
#5 - Mowing Activities	7.5	$185	$775
TOTAL	**64.5**	**$1,190**	**$6,525**

*Included in estimated cost.

Based on an initial site review, there appears to be very few if any areas within the prairie and emergent planting zones that can be salvaged. An assessment during the 2025 growing season will help determine appropriate actions; however, the communities within and around this pond will likely need to be completely reseeded/planted.

Seymour Park East

The planting is in the early stages of development; therefore, routine maintenance activities should help the native plants become established.

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Selective Herbicide Application & Mowing (Tasks #3 & #5)

Table 35. Seymour Park East Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	4.75	$35	$525
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	7.0	$110	$700
#5 - Mowing Activities	5.5	$210	$700
TOTAL	**19.75**	***$355**	**$2,175**

*Included in estimated cost.

Stone Gardens

Prioritized tasks for 2025 are as follows:

1) Facility Inspection and Reporting (Task #1)
2) Emergent Wetland – Phragmites Control (Tasks #3 & #5)
3) Broadcast Herbicide Application & Mowing (Tasks #3 & #5)
4) Cut & Treat Woody Vegetation (Task #4)

Table 36. Stone Gardens Cost Estimate for 2025.

Task	Hours	Expenses	Estimated Cost
#1 - Facility Inspection & Report Preparation	4.75	$35	$525
#2 - Miscellaneous Meetings/Consultations	2.5		$250
#3 - Herbicide Applications	23.0	$620	$2,450
#4 – Cut & Treat Woody Vegetation	17.5	$160	$1,550
#5 - Mowing Activities	10.0	$205	$1,025
TOTAL	**57.75**	***$1,020**	**$5,800**

*Included in estimated cost.

Based on an initial site review, there appears to be very few if any areas within the prairie and emergent planting zones that can be salvaged. An assessment during the 2025 growing season will help determine appropriate actions; however, the communities within and around this pond will likely need to be completely reseeded/planted.

Table 37. Total Estimated Maintenance Costs – Group 3 Stormwater Facilities 2025.

Pond	2025
Brown County Farm	$3,900
I-43 Northeast	$4,575
I-43 Northwest	$4,750
Mahone Creek Estates	$6,050
Mahone Creek Estates First Addition	$6,525
Seymour Park East	$2,175
Stone Gardens	$5,800
Grand Total*	***$33,775***

* Costs to conduct these tasks will be billed on a time and expense basis; however, NES will work with the City of Green Bay to eliminate tasks were applicable and reduce costs where able to ensure desired work is conducted within the constraints of the budget. Services not covered within this proposal will be negotiated with the city.

The above hours, expenses and total cost for each basin reflects our best estimation of the time and cost needed to manage each stormwater facility to achieve the City's goal of ≥75% cover by native species. NES strives to make these communities functional and aesthetically pleasing, resulting in some additional time spent at each throughout the year. Task 2 may also not be necessary for each facility, but time and money are included as a placeholder in case the activity is required. These items may result in an overall budget that is higher than needed in an annual year; however, as mentioned above, the tasks are billed on a time and expense basis and NES staff will not conduct an activity if it is not warranted. Each year over the past ten years of managing stormwater facilities for the City of Green Bay, we have achieved the overall goal of managing invasive species and promoting native vegetation, while coming in well under budget. Our intent is to continue this trend on future pond management projects to benefit both the facilities and the City's budget allotted for native habitat maintenance.

EQUIPMENT

A combination of the equipment below, owned by REL/NES will be utilized to perform the various tasks around the stormwater facilities discussed above. Appendix D contains a 2025 Equipment Rate Sheet. Equipment costs are incorporated within the overall costs for each task and basin.

Vehicles	**Implements/Tools – Erosion Control**
Chevrolet 1500 Truck	Goossen SB-5400 Straw Blower
Chevrolet 2500 Truck (x2)	Land Pride CR2572 Straw Crimper
Chevrolet 3500 Dump Truck	Erosion Blanket Stapler (x2)
Chevrolet 3500 Truck (Dually)	Sand/Rock Bag Filler
Kubota 34 HP Tractor	**Miscellaneous Hand Tools/Equipment**
Kubota 40 HP Tractor	Rakes, Shovels, Sledgehammers & Pitch Forks
Bobcat UTV (x2 – one with tracks)	Post Pounders, Fence Post Puller & Tampers
Honda ATV (x2)	Wheelbarrows
Trailers	Hand Pruners/Loppers & Machetes
15 ft^3 Polar ATV Trailer	Handy Grubber (x2)
8-foot ATV Trailer	Fire Swatters & Mattocks
18-foot Enclosed Trailer (x2)	Honda GX390 Generator
24-foot HD Trailer	**Safety Equipment**
26-foot HD Tilt-Trailer	Hard Hats, Ear Protection & Safety Glasses
Implements/Tools – Site Preparation	Nomex Shirt & Pants (x6)
New Holland 105A Tiller	Class 2 Reflective Nomex Shirt (x2)
Harrow Drag	Carbon Shield Bandanna (x6)
King Kutter XB 3-point Harrow Disc (x2)	Safety Vests
ATV Disc	**Signs**
Chisel Plow	4’x4’ Prescribed Burn w/Base (x4)
Stihl BT45 Power Auger w/3&7” bits	4’x4’ Work Crew w/Base (x6)
Stihl MM55 Hand Tiller	
Implements/Tools – Seeding	**Watercraft**
Brillion SSP5 Double Box Broadcast Seeder	Boat equipped w/sonarmite
Brillion SSP4 Double Box Broadcast Seeder	12’ Jon Boat
Cosmo Centrifugal PTP ATV Spreader	Canoe
Earth Way Push Broadcast Spreader	
Truax Seed Slinger$_{TM}$	
30 Gallon Hand Roller	
Cultipacker – 3’& 6’	
Implements/Tools – Maintenance	
Land Pride 3-Point RCR1872 Rough Mower	100-gallon UTV-mounted Sprayer
22 HP DR Mower	55-gallon UTV-mounted Sprayer
20 HP DR Mower	65-gallon Trailer/Truck-mounted Sprayer
18 HP DR Chipper	65-gallon Water Tank
Stihl FS130 Brushcutter (x4)	500-gallon Water Buffalo
Stihl FS 460 Brushcutter	Drip Torch (x4)
Stihl Chainsaw (x3)	5-gallon Indian Poly Fire Pump (x2)
Stihl BR 600 Leaf Blower	Kestrel K3000 Pocket Wind Meter
Stihl Backpack Sprayers (x8)	Garmin 64s GPS (x6)

INSURANCE REQUIREMENTS

REL/NES will provide an updated Certificate of Insurance prior to signing a contract with the City of Green Bay. The only exception to the insurance requirements listed in the Standard Agreement for Professional Services is the deductible for professional liability. The deductible is not to exceed $25,000 and our current deductible is $50,000. In the past, the city has accepted the higher deductible.

ADDENDUMS

REL/NES staff acknowledge three addendums were issued for this RFP.

CLOSING

NES is excited about the opportunity to continue our partnership with the City of Green Bay managing and improving the functions and diverse ecological communities found around the City's stormwater facilities. We believe our staff's attention to detail when conducting work at a site has been and will continue to be very beneficial to the City. For example, in the past couple of years, staff ecologists discovered and reported malfunctioning outlet structures to other municipal clients which likely prevented flooding issues and long-term damage to the established native communities. Staff is very conscious regarding chemicals as overuse or applications at a higher rate than necessary can result in ecological damage and chemical resistant plants. We are also very observant when it comes to the weather. We avoid spraying when the winds are too strong, the chance of rain too high and if freezing temperatures are forecast. Ignoring these conditions will only lead to ecological damage or failed applications, which results in a loss of time and money. Our passion, knowledge, experience and understanding of native community management that we have implemented for other municipalities makes our company well qualified to conduct the necessary management activities for the City of Green Bay.

If you have any questions or there are other items you wish to include, please contact me. We look forward to our continued working relationship.

Sincerely,

NES ECOLOGICAL SERVICES

James Havel
Division Manager
Senior Ecologist
jhavel@releeinc.com

ROBERT E. LEE & ASSOCIATES, INC.

Jared Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager
jschmidt@releeinc.com

A

APPENDIX A

Detailed Project Sheets

Native Restoration Experience

Project: *Native Community Establishment & Maintenance of Stormwater Facilities*

Location: *Brown County, WI* Completed: *Ongoing*

Client: Village of Bellevue

Since 2012 NES has executed planting plans to naturally vegetate seventeen, newly constructed and previously existing stormwater facilities. The planting plans were designed to increase stormwater management capabilities, beautify the community, increase habitat for wildlife, and reduce long-term maintenance costs.

The plantings consist of three major areas; 1) the aquatic live planting zones, those areas containing standing water, 2) the wet meadow zone, located on the basin's slope just within and above the waterline, and 3) the upland/prairie zone, which extends from the basin's slopes to the extents of the project area. Each zone contains a specific list of species that were carefully selected based upon their suitability to the anticipated hydrologic, soil, and light conditions.

Initial procedures included planting a cover crop for erosion prevention and damage control from animals and vandals. Both terrestrial & aquatic native plantings were installed throughout the growing season. Mowing, herbicide applications, and hand cutting of invasive weeds were initiated, as well as algae removal, as part of the maintenance strategy.

The planting will need limited maintenance once it is fully established. However, careful maintenance during the first three to four years of growth is the key to a successful native planting. By year four and beyond, native plants should be successfully established and require less attention.

NES continues with invasive species control activities in the prairie and emergent communities through mowing, burning and spot herbicide applications. The frequency of management activities is based on the abundance of invasive species. Routine site inspections are also performed monthly, both terrestrial & aquatic, to assess the condition of the facilities.

Monitoring

Mowing

Herbicide Applications

Prescribed Burning

Maintenance and Planting Plans

Native Vegetation Installation

Herbivore Protection

Erosion Control

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Native Restoration Experience

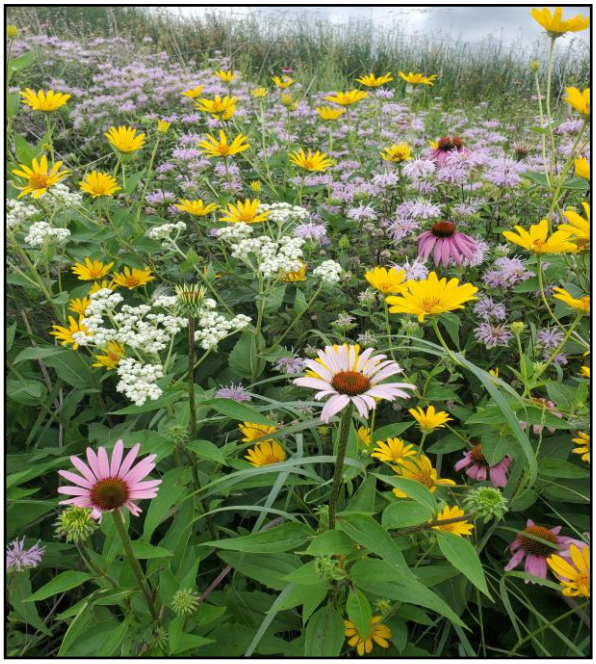
Project: *Native Community Establishment & Maintenance of Stormwater Facilities*

Location: *Winnebago County, WI* Completed: *Ongoing*

Client: City of Oshkosh

Since 2017 NES ecologists have conducted vegetation assessments and maintenance activities to manage eighteen new and existing stormwater facilities for the City of Oshkosh. These activities have including mowing and spot herbicide applications to control aquatic and terrestrial invasive species and woody vegetation. Prescribed burning has also been implemented during the spring and fall seasons at several ponds. In the fall of 2021, the 9th & Washburn basin (pictured to the left) was burned to help control woody invasive species from moving into the basin, and to promote more warm season forbs and legumes. Our work ensures that the City's stormwater facilities function at their best, serve as an attractive community feature for people, pollinators, and wildlife as well as have reduced long-term costs associated with maintenance as the native plantings establish.

The frequency and type of maintenance activities are based on the abundance of invasive species. Routine site inspections are performed monthly, both terrestrial & aquatic, to assess the condition of the facilities and an assessment report is prepared annually for the City. Communication with City staff is imperative to ensure tasks are being completed in a timely fashion and within budget.



Monitoring

Mowing

Herbicide Applications

Prescribed Burning

Maintenance and Planting Plans

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Native Restoration Experience

Project: *Stormwater Basin & Prairie Management*

Location: *Dane County, WI* Completed: *Ongoing*

Client: *University Research Park*

University Research Park is an internationally recognized research and technology park located in Madison WI. The park was established in 1984. At the time of establishment some very progressive engineering techniques were employed to deal with site stormwater management for the facility. Large basins, planted with native prairie and wetland species, were constructed to collect runoff from the newly constructed buildings and hard surfaces. At the time, the regulations for stormwater management, infiltration, and sediment and nutrient loading from runoff, weren't the same or as stringent as they are today. As a result, and through expansion over the years, URP now has 11 actively managed stormwater and prairie units in the park, encompassing more than 25 acres. Due to their success, development of the first phase of a second park, including the construction of two additional stormwater facilities, began in 2015.

Since 2010, NES has been the native landscape management contractor at the original park and began maintenance of the two additional ponds in 2018. Open prairie green spaces are actively managed for invasive herbaceous and woody species. Spot herbicide applications along with selective mowing is conducted to remove herbaceous species, while brushing is conducted in various basins in the park when willows or other woody brush begins to encroach. Prairie areas are restored through site preparation and seeding, if necessary, when new construction or other man-made disturbance occurs. NES conducts prescribed burns in 3–5-year cycles for all management units. URP is in an urbanized area with roadways and tenant buildings with sensitive HVAC systems so extra care is taken when it comes to management of smoke. Posting road signage at key access points in the park is also critical. For these reasons, NES is very proactive with the client, residents, tenants, city officials and the fire department in communicating burn plans.

Community Assessment

Herbicide Applications

Site Preparation

Native Vegetation Installation

Prescribed Burning

GIS maps

Maintenance of Prairie Communities in an Urban Setting

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Native Restoration Experience

Project: *Danz and Military Landfill Seedings*

Location: *Brown County, WI* Completed: *Ongoing*

Client: *City of Green Bay*

In 2019 the City of Green Bay contracted NES to plan, implement and maintain upland prairie seedings on the caps of two decomissioned landfills in the City. Prior to being decommissioned, shredded raw yard waste was spread over several large areas. NES oversaw a reworking of the material to ensure the site would promote native plant growth. In addition to overseeing this process, NES also conducted cover crop seedings and site preparation herbicide applications. These steps were taken to ready the site for the upland prairie seedings which NES enacted in the fall of 2020. The prairie plantings have been managed in the first establishment year via integrated pest management through timely mowings and herbicide applications.

The plantings will need limited maintenance once they are fully established. However, careful maintenance during the first three to four years of growth is the key to a successful native planting. By year four and beyond, native plants should be successfully established and require less attention.

The frequency and type of maintenance activities are based on the abundance of invasive species. Routine site inspections are performed multiple times throughout the growing season to assess the condition of the plantings. Communication with City staff is imperative to ensure tasks are being completed in a timely fashion and within budget.

Herbicide Applications

Site Preparation

Native Vegetation Installation

GIS Maps

Maintenance of Prairie Communities in an Urban Setting

NES ECOLOGICAL SERVICES
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Native Restoration Experience

Project: *Native Emergent Plant Installation*

Location: *Brown County, WI* Status: *Completed*

Client: Village of Howard

In 2018, NES was contracted by the Village of Howard to install native emergent and submergent plants within ten of the village's stormwater facilities. The use of native species in these emergent plantings provides both shoreline stabilization and aids in the biofiltering of water runoff entering the basin. Additionally, native vegetation provides many benefits to urban wildlife as well as significant benefits to pollinators and other important insects. These plantings are often colorful and provide an increased aesthetic value to the urban landscape.

During the early portion of the 2018 growing season, the emergent zones at each of the stormwater facilities were identified and prepared for planting through herbicide treatments designed to control aggressive, non-native species such as *Phragmites* and hybrid-cattail as well as nuisance algae. Beginning in July planting pods were installed using steel posts and snow fencing. These fenced pods aid in the reduction of herbivory from geese and deer that initially threaten the success of each planting. Areas within the pods were then hand planted with live plants sourced from local native plant nurseries and specifically selected based on the conditions of each site. Both yellow and white waterlilies were also planted in the deeper areas of each pond. After the emergent plants had become established over the course of 2 years, the fencing was removed. With proper maintenance, these plantings will be robust and add beauty, functionality and diversity to the existing stormwater facilities.

Monitoring

Herbicide Applications

Native Vegetation Installation

Herbivore Protection

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B

APPENDIX B

Project Team Resumes

James R. Havel

NES Ecological Manager
Senior Ecologist

Education

UW-Green Bay
Master of Science
Environmental Science, 1999

UW-Stevens Point
Bachelor of Science
Wildlife and Biology, 1994

Certifications

WDNR Assured Professional Wetland Delineator

Professional Organizations

Wisconsin Wetland Association
Wisconsin Society for Ornithology
Wild Ones, Native Landscaping

Continuing Education

Wetland Delineation Training
Advanced Hydric Soils
Wetland Construction & Restoration
Natural Lawn & Prairie Restoration Burn & Safety Training
Temporary Traffic Control for Prescribed Burns

Experience

26 years experience in ecological services covering the following areas of expertise:

- *Wetland Delineation/Determination*
- *Wetland Permit Applications*
- *Wetland Mitigation, Planning & Monitoring*
- *Ecological Consulting Services*
- *Ecological Implementation Services*
- *Habitat Management Services*
- *Prescribed Burns*
- *Threatened & Endangered Species Habitat Assessment & Surveys*
- *Environmental Impact Assessments/Studies*
- *Non-metallic Mine Permitting*
- *Grant Writing Assistance*

Ecological Consulting Services

Conduct various assessment, planning, design, mapping, survey, construction oversight and monitoring tasks associated with restoration and management of native habitats including prairies, wetlands, shorelines, dunes and woodlands. Project examples include:

Native Habitat Assessment, Planning & Design

- *Restoration & Management Plan for 25 Remnant Prairie Segments, WisDOT, Western Counties, WI*
- *BCO Holding Storm Water Facility, City of Green Bay, WI*
- *Bellin Health Infiltration Basin Planting Plan, City of Green Bay, WI*
- *Storm Water Pond, Town of Grand Chute, WI*
- *Shoreline Restoration, Legend Lake Property Owners Association, Menominee County, WI*
- *Native Planting, CH2M Hill GBMSD Storm Water Facility, City of Green Bay, WI*
- *De Pere Greenwood Cemetery Shoreline Restoration, City of De Pere, WI*
- *3 Storm Water Facilities, City of Oshkosh, WI*
- *Menekaunee Harbor AOC Restoration City of Marinette, WI*
- *South Channel AOC Restoration, City of Marinette, WI*
- *Oneida Lake, Oneida Nation of Wisconsin, Brown County, WI*
- *Infiltration Basin, Waupaca County Highway, Weyauwega, WI*
- *Georgia Pacific Infiltration Basin Brander Construction, Brown County, WI*
- *Polk Pond, Village of Little Chute, WI*
- *Planting Ground Lake Shoreline, Joe Orth, Oneida County, WI*
- *6 Storm Water Facilities, Village of Bellevue, WI*
- *McAuliffe Park Storm Water Pond, City of Green Bay, WI*
- *Algoma Health Clinic Infiltration Basin, Somerville, Inc., Kewaunee County, WI*
- *Environmentally Sensitive Area Restoration, MWJ Development, Brown County, WI*
- *Belleaire Ravine Stream Restoration, City of Appleton, WI*
- *Red Arrow Park Dune Restoration, Manitowoc Parks Dept., WI*

James R. Havel

NES Ecological Manager
Senior Ecologist

- *Shoreland Restoration Projects, Cloverleaf Lakes Association, Shawano County, WI*
- *Storm Water Ponds & Wetland Restoration, Gruesen Ridge Development, Brown County, WI*
- *Stream Restoration, Village of Hobart, WI*

Native Habitat Assessment, Planning & Design

- *Bruemmerville Dam Removal & Silver Creek Restoration, Kewaunee County Parks Department, WI*
- *28-Acre Prairie, Jim Schultz, Waupaca County, WI*
- *Bird Habitat for Sheboygan River AOC Restoration, Short Elliott Hendrickson, Sheboygan County, WI*
- *Gordon Nauman Conservancy Rain Garden & Prairie, Village of Howard, WI*
- *Duck Creek Tributary Restoration, Northeast Wisconsin Technical College, Brown County, WI*

Native Community, Plant & Invasive Species Inspections, Surveys & Mapping

- *Speedway Heights Storm Water Facility, Town of Buchanan, WI*
- *Storm Water Facility Assessments, City of Green Bay, WI*

Construction Oversight & Monitoring

- *Native Planting, CH2M Hill, GBMSD Storm Water Facility, City of Green Bay, WI*
- *Duck Creek Tributary Restoration, Northeast Wisconsin Technical College, Brown County, WI*

Wetland Mitigation, Planning & Monitoring

Assist with site identification, bank prospectus development, compensation site plan preparation and agency approval. Monitor plant communities, invasive species & groundwater levels, perform tree and shrub inventories, record wildlife observations & preparation of annual reports. Project examples include:

Planning

- *Mitigation Site Compensation Plan, City of Kaukauna, Outagamie County, WI*
- *Koehne Dealership, Business Expansion, Oconto/Marinette Counties, WI*
- *MRB Commercial, Business Development, Brown County, WI*
- *Glen Kent Residential Development, Thomas Juza, Brown County, WI*
- *Wetland Restoration, Gruesen Ridge Development, Brown County, WI*
- *Mitigation Bank Feasibility Study, Manitowoc County Public Works Dept.*

Monitoring

- *Freedom Wetland Mitigation Site, WisDOT, Freedom, WI*
- *MRB Commercial, Business Development, Brown County, WI*
- *Wetland Restoration, Gruesen Ridge Development, Brown County, WI*
- *Glen Kent Residential, Thomas Juza, Brown County, WI*

Nick Kintopf

NES Restoration Ecologist

Education

UW - Green Bay
Bachelor of Science
Environmental Science and Biology 2012

Certifications

S-390 Intro to Fire Behavior Calculations
S-219 Firing Operations
S-190 Intro Wildland Fire Behavior
S-130 Basic Wildland Firefighting
S-212 Wildland Fire Chainsaws
S-290 Intermediate Wildland Fire Behavior
IS-700 Nat'l Incident Management Systems
IS-100 Incident Command System
IS-200 Incident Command System
S-133 Look Up, Look Down & Around
S-131 Advanced Firefighter
L-180 Human Factors in Wildland Firefighting
L-280 Followership to Leadership
WI Pesticide Applicator (Cat. 5.0 & 6.0)
ATV Safety
iPad/GLEDN Training (invasive species)
Invasive Plant Identification
Native Plant Community Identification
ArcGIS Training
Defensive Driving
Chainsaw Safety
CPR/AED/First Aid

Continuing Education

Ecological Restoration Certificate - University of MN Extension

Experience

11 years experience in ecological services covering the following areas of expertise:

- *Wetland Mitigation, Planning & Monitoring*
- *Ecological Consulting Services*
- *Ecological Implementation Services*
- *Habitat Management Services*
- *Wetland Delineation/Determination*

Wetland Mitigation, Planning & Monitoring

Assist with site identification, bank prospectus development, compensation site plan preparation and agency approval. Monitor plant communities, invasive species & groundwater levels, perform tree and shrub inventories, record wildlife observations & preparation of annual reports. Project examples include:

Monitoring

- *Neenah Mitigation Site, WisDOT, Winnebago County, WI*
- *Oneida Wetland Mitigation Bank, WisDOT, Brown County, WI*
- *Freedom Wetland Mitigation Site, Outagamie County, WI*
- *Resort Road Wetland Mitigation Site, WisDOT, Brown County, WI*
- *Schaefer Wetland Mitigation Site, Fond du Lac County, WI*
- *Theel Wetland Mitigation Site, Fond du Lac County, WI*
- *Menekaunee Harbor AOC Restoration, Marinette County, WI*

Shallow Monitoring Well Installation

- *Schaefer Wetland Mitigation Site, WisDOT, Fond du Lac, WI*
- *Theel Wetland Mitigation Site, WisDOT, Fond du Lac, WI*

Ecological Consulting Services

Conduct various assessment, planning, design, mapping, survey, construction oversight and monitoring tasks associated with restoration and management of native habitats including prairies, wetlands, shorelines, dunes and woodlands. Project examples include:

Native Community, Plant & Invasive Species Inspections, Surveys & Mapping

- *Storm Water Facility Inspections, WG&R, Town of Grand Chute, WI*
- *WisDOT Rusty Patched Bumble Bee Habitat Assessment GIS Mapping, La Crosse & Monroe Counties, WI*
- *Joliet Park AOC Restoration, City of Green Bay, WI*
- *WisDOT Remnant Prairie Vegetation Assessment GIS Mapping, 25 Remnant Prairie Sites, Statewide, WI*
- *WisDOT Big Eau Pleine Wetland Mitigation Site, Marathon County, WI*
- *Storm Water Facility Assessments, City of Oshkosh, WI*
- *Native Planting Plan, Libbey Nicolet Watershed Storm Water Facilities, City of Oshkosh, WI*
- *Native Planting Plan, Oshkosh Corp Storm Water Facility, City of Oshkosh, WI*

Nick Kintopf

NES Restoration Ecologist

- *Storm Water Facility Assessments, Village of Bellevue, WI*
- *Storm Water Facility Assessments, City of Green Bay, WI*

Ecological Implementation Services

Perform various site preparation, seed & plant installation, herbivore protection and erosion control tasks associated with restoration of native habitats including prairies, wetlands, shorelines, dunes and woodlands. Project examples include:

- *Native Prairie Seeding, De Pere Greenwood Cemetery, De Pere, WI*
- *Native Prairie Seeding, Stony Creek, Door County Land Trust, Door County, WI (7 acres)*
- *Native Prairie Seeding, Griebenow, Outagamie County, WI*
- *Native Planting, Webster Avenue Swales, City of Green Bay, WI*
- *Native Planting, Baumeister Wetland Mitigation Site, WisDOT, Racine County, WI*
- *Native Prairie Seeding, Danz Landfill, City of Green Bay, WI (18.5 acres)*
- *Native Planting, Protection and Shoreline Erosion Control, Stephens, Outagamie County, WI*
- *Native Planting, Prairie Installation, Barb Cattani, Greenville, WI*
- *Native Wetland Seeding, Theel wetland Mitigation Site WisDOT, Fond du Lac County, WI (38 acres)*
- *Native Emergent Planting within 11 Storm Water Facilities, Village of Howard Public Works, WI*
- *Native Planting, Protection and Erosion Control Tasks around Storm Water Facilities, Touchmark, Appleton, WI*
- *Native Woodland Planting & Wild Rice Seeding, South Channel AOC Restoration, Marinette County, WI*
- *Native Emergent Planting in Storm Water Facility, Orthopedic & Sports Medicine Specialists, Bellevue, WI*
- *Native Tree Planting, Woodland Dunes Nature Center & Preserve, Manitowoc County, WI*
- *Native Planting, Protection and Erosion Control Tasks around Storm Water Facilities, City of Green Bay Public Works Dept.*
- *Native Planting, Protection and Erosion Control Tasks around Storm Water Facilities, Village of Bellevue Public Works Dept.*
- *Native Planting, Wet Meadow Seeding, Shoreland Leasing, Green Bay, WI*
- *Prairie Installation, Rodac Development & Construction, Shawano, WI*

Habitat Management Services

Conduct various invasive species control operations associated with restoration of native habitats including prairies, wetlands, shorelines, dunes, and woodlands. Project examples include:

<u>Mowing, Cutting & Spot Herbicide Treatments</u>

- *Phragmites Control, MT Ontario Holdings LLC, Brown County, WI*
- *Kellner Fen Woody Invasive Species Management, Door County Land Trust, Door County, WI (270 acres)*
- *Phragmites Control, Feld, Brown County, WI*

Nick Kintopf

NES Restoration Ecologist

- *Invasive Species Management, Freund, Winnebago County, WI*
- *Oneida Lake Fishery Restoration Phase II Invasive Species Management, Gary's Landscaping, Outagamie County, WI (5 acres)*
- *Woody Invasive Species Management, Stanek, Winnebago County, WI*
- *Invasive Species Management, VanLaanen, Brown County, WI*
- *Toft Point Natural Area Invasive Species Management, University of Wisconsin – Green Bay Cofrin Center for Biodiversity, Door County, WI (19.5 acres)*
- *Point Beach SNA Woody Invasive Species Management, WDNR, Manitowoc County, WI (150 acres)*
- *Woody Invasive Species Management, Maye, Waushara County, WI (21 acres)*
- *Woody Invasive Species Management, Syverson, Waushara County, WI*
- *Woodland Dunes Nature Center & Preserve Woody Invasive Species Management, Glacierland RC&D, Manitowoc County, WI (45 acres)*
- *Palmyra Remnant Prairie Invasive Species Management, WisDOT, Jefferson and Waukesha Counties (5 acres)*
- *Schaefer Wetland Mitigation Site Invasive Species Management, WisDOT, Fond du Lac County, WI (62 acres)*
- *Invasive Species Management, Storm Water Facility, Orthopedic & Sports Medicine Specialists, Bellevue, WI*
- *Invasive Species Management, Gaertner, Door County, WI*
- *Woodland Dunes SNA Woody Invasive Species Management, WDNR, Manitowoc County, WI (100 acres)*
- *Invasive Species Management, Cattani, Outagamie County, WI*
- *Invasive Species Management, Lemke-Rochon, Calumet County, WI*
- *Buckthorn Removal, Schuster, Winnebago County, WI (17 acres)*
- *Oneida Wetland Mitigation Bank Invasive Species Management, WisDOT, Brown County, WI (74 acres)*
- *Neenah Wetland Mitigation Site Invasive Species Management, WisDOT, Winnebago County, WI (34 acres)*
- *Theel Wetland Mitigation Site Invasive Species Management, WisDOT, Fond Du Lac County, WI (72 acres)*
- *Freedom Mitigation Site Invasive Species Management, WisDOT, Outagamie County, WI (71 acres)*
- *Highway 187 Mitigation Site Invasive Species Management, WisDOT Outagamie County, WI*
- *Resort Road Mitigation Site Invasive Species Management, WisDOT, Brown County, WI (191 acres)*
- *STH 15 Phragmites & Teasel Control,WisDOT, Outagamie County, WI*
- *Baumeister Wetland Mitigation Site Invasive Species Management, WisDOT, Racine County, WI (28 acres)*
- *Invasive Species Management, 7 Storm Water Facilities, City of Green Bay Public Works Dept.*
- *Invasive Species Management, 17 Storm Water Facilities, Village of Bellevue Public Works Dept.*

Nick Kintopf

NES Restoration Ecologist

- *Invasive Species Management, 18 Storm Water Facilities, City of Oshkosh Public Works Department, WI*
- *Invasive Species Management, Shoreland Leasing, Suamico, WI*
- *Buckthorn Removal, Mead, Green Bay, WI (6 acres)*
- *Invasive Species Management, English Lake P&R District, Newton, WI*
- *Invasive Species Management, University Research Park, Madison, WI (27.5 acres)*
- *Buckthorn Removal, Baird Creek Preservation Foundation, Green Bay, WI (15 acres)*
- *Invasive Species Management, 3 Storm Water Facilities, Touchmark, Appleton, WI*

Prescribed Burns

- *Huron #3 Storm Water Facility, Village of Bellevue, WI*
- *Daly Storm Water Facility, Village of Bellevue, WI*
- *Manitowoc Storm Water Facility, Village of Bellevue, WI*
- *Skyview Storm Water Facility, Village of Bellevue, WI*
- *Barina Creek Storm Water Facility, City of Green Bay, WI*
- *Juza – Shorewood Storm Water Facility, City of Green Bay, WI*
- *Weissbach Prairie, Kewaunee County, WI*
- *Beaurain Prairie, Kewaunee County, WI*
- *Hartman Creek State Park, Corridor Unit, WDNR, Waupaca County, WI (7 acres)*
- *Navarino Wildlife Area, Townline North, WDNR, Shawano County, WI (41 acres)*
- *CD "Buzz" Besadny Wildlife Area, Ryan Radio Road Lower Unit, WDNR Kewaunee County, WI (29 acres)*
- *CD "Buzz" Besadny Wildlife Area, Ahnapee Trail Unit, WDNR, Kewaunee County, WI (33 acres)*
- *CD "Buzz" Besadny Wildlife Area, Dog Training Grounds, WDNR, Kewaunee County, WI (90 acres)*
- *Apple Creek Corridor Storm Water Facility, City of Appleton, WI*
- *DeMelle Prairie, Marinette County, WI (5 acres)*
- *Lone Rock Remnant Prairie, WisDOT, Richland County, WI (12.7 acres)*
- *STH 133 Blue River to Muscoda Remnant Prairie, WisDOT, Grant County, WI (8.4 acres)*
- *Brandl Road, Wetland Conservation League, Portage County, WI (89 acres)*
- *CTH G&M, Wetland Conservation League, Portage County, WI (40 acres)*
- *Big Eau Pleine Wetland Mitigation Site, WisDOT, Marathon County, WI (107 acres)*
- *Hartman Creek State Park, Horse Parking Lot Unit, WDNR, Waupaca County, WI (10 acres)*
- *Royal Woods Storm Water Facility, City of Green Bay, WI*
- *Huron #1 Storm Water Facility, Village of Bellevue, WI*
- *Huron #2 Storm Water Facility, Village of Bellevue, WI*
- *Spring Lake Church, Village of Bellevue, WI*
- *Wokatsch, Marathon County, WI (5 acres)*

Nick Kintopf

NES Restoration Ecologist

- *Killsnake Wildlife Area, Wagner Hill, WDNR, Calumet County, WI (25 acres)*
- *CD "Buzz" Besadny Wildlife Area, Hilltop Road, WDNR, Kewaunee County, WI (13 acres)*
- *Navarino Wildlife Area, Nature Center, WDNR, Shawano County, WI (10 acres)*
- *English Lake P&R District Prairie, Manitowoc County, WI (5 acres)*
- *Moses Creek Wetland Mitigation Site, WisDOT, Stevens Point, WI*
- *Danbury Remnant Prairie Site, WisDOT, Burnett County, WI (34 acres)*
- *Dopirak, Prairie & Wetland, Manitowoc County, WI (41 acres)*
- *Roloff, Prairie & Wetland, Shawano County, WI (23 acres)*
- *Hwy 54 & 172 Prairie, Oneida Nation, Brown County, WI (12 acres)*
- *Trout Creek Road Prairie, Oneida Nation, Brown County, WI (21 acres)*
- *Lemke-Rochon Prairie, Calumet County, WI*
- *Stanek Prairie, Winnebago County, WI*
- *Eden Stone, Prairie, Manitowoc County, WI (8 acres)*
- *Bedford Heights Storm Water Facility, Village of Bellevue, WI*
- *Dinkle Prairie, Waupaca County, WI*
- *Havel Prairie, Kewaunee County, WI (10.5 acres)*
- *County Highway JJ Site, Baird Creek Preservation Foundation, Brown County, WI (17.5 acres)*
- *Osmunson Wetland, Manitowoc County, WI (10 acres)*
- *Servant Way Storm Water Facility, Village of Bellevue, WI*
- *Fire Lane Storm Water Facility, Village of Bellevue, WI*
- *Berger Storm Water Facility, City of Green Bay, WI*
- *Oshkosh North High School Storm Water Facility, City of Oshkosh, WI*
- *Brockway Remnant Prairie, WisDOT, Jackson County, WI (37 acres)*
- *Palmyra Remnant Prairie, WisDOT, Jefferson and Waukesha Counties, WI (5.3 acres)*
- *Gaertner Prairie, Door County, WI (6.7 acres)*
- *Gitter Prairie, Door County, WI*
- *Mead Prairie, Brown County, WI (5.7 acres)*
- *James Basin, Storm Water Facility, City of Oshkosh, WI (34 acres)*
- *Westhaven Clubhouse Storm Water Facility, City of Oshkosh, WI*
- *Fair Acres Storm Water Facility, City of Oshkosh, WI*
- *University Research Park, Prairie & Storm Water Facilities, Dane County, WI (27.5 acres)*
- *Huron - Sitka Storm Water Facility, City of Green Bay, WI*
- *McAuliffe Storm Water Facility, City of Green Bay, WI*
- *Winnebago County Parks Prairie, Winnebago County, WI (25.9 acres)*
- *Heckrodt Wetland Preserve, Prairie & Woodland, Winnebago County, WI*
- *Ultratec, Inc. Prairie, Dane County, WI (5.6 acres)*
- *Larson Prairie, Manitowoc County, WI (11 acres)*
- *Wisconsin Waterfowl Association, Prairie & Wetland Islands, Oconto County, WI (29.4 acres)*

Thomas Gerbyshak II

NES Restoration Ecologist

Education

UW - Oshkosh
Bachelor of Science
Biology Major and Geography Minor 2006

Certifications

S-290 Intermediate Wildland Fire Behavior
S-190 Intro Wildland Fire Behavior
S-130 Basic Wildland Firefighting
L-180 Human Factors in Wildfire
IS-100 Incident Command Systems
IS-200 Incident Command System
IS-700 Incident Command System
WI Pesticide Applicator (Cat. 5.0 & 6.0)
ATV Safety
Invasive Plant Identification - Midwest
Native Plant Community Identification
Invertebrate and Fish ID in Wisconsin
ArcGIS Training
Chainsaw Safety
American Red Cross CPR

Experience

14 years experience in ecological services covering the following areas of expertise:

- *Wetland Mitigation, Planning & Monitoring*
- *Ecological Consulting Services*
- *Ecological Implementation Services*
- *Habitat Management Services*

Wetland Mitigation, Planning & Monitoring

Assist with site identification, bank prospectus development, compensation site plan preparation and agency approval. Monitor plant communities, invasive species & groundwater levels, perform tree and shrub inventories, record wildlife observations & preparation of annual reports. Project examples include:

Monitoring

- *Waterfowl Point Count Survey, City of Oshkosh, WI*
- *Land Trust Site Monitoring, Biloxi, MS*
- *SEWISC Giant Hogweed Control Final Report Monitoring, Sheboygan, WI*
- *Invasive Vegetation Monitoring, City of Appleton, WI*

Ecological Consulting Services

Conduct various assessment, planning, design, mapping, survey, construction oversight and monitoring tasks associated with restoration and management of native habitats including prairies, wetlands, shorelines, dunes and woodlands. Project examples include:

Native Community, Plant & Invasive Species Inspections, Surveys & Mapping

- *WE Energies, Invasive Species Gis Mapping, Statewide, WI*
- *WE Energies, Invasive Species Control Contract Restoration Supervisor*
- *After Storm Inspection Survey, HARP, Chilton, WI*
- *Storm Water Native Plant Maintenance Contract, Restoration Supervisor, City of Appleton, WI*

Ecological Implementation Services

Perform various site preparation, seed & plant installation, herbivore protection and erosion control tasks associated with restoration of native habitats including prairies, wetlands, shorelines, dunes and woodlands. Project examples include:

- *Sheboygan AOC, Erosion Control and Native Seeding, Sheboygan, WI*
- *Ulao Creek, Native Seeding, Tree Installation, and Deer Fencing Grafton, WI*
- *Garners Creek, Seeding/Tree Planting/Erosion Control, Combined Locks, WI*
- *Pheasant Branch Conservatory, Native Seeding and Erosion Control, Middleton, WI*

Thomas Gerbyshak II

NES Restoration Ecologist

- *Trans Canada Pipeline, Tree Installation and Deer Fencing, Oshkosh, WI*
- *Menekaunee Harbor AOC Restoration, Native Seeding, Erosion Control, Herbivory Fence, and Plant Installation, Marinette, WI*
- *South Channel AOC Restoration, Native Seeding, Erosion Control, Herbivory Fence, and Plant Installation, Marinette, WI*
- *WisDOT, Living Snow fence Shrub Installation, Rock County, WI*
- *Hayton Area Remediation Project, Erosion Control, Native Seeding, and Plant Installation, Chilton, WI*
- *NRCS, Site Preparation, Seeding, Brush Control, and Mowing, Shiocton/Omro, WI*
- *Storm Water Corridor Site Prep, Erosion Control, Herbivore Protection, Tree Installation, Native Seeding, and Emergent Planting, City of Appleton, WI*
- *Vosters Park Buckthorn Control and Prairie Planting, City of Appleton, WI*
- *Site Prep, Erosion Control, Herbivore Protection, Native Seeding, and Emergent Planting, City of Green Bay, Oshkosh, and the Village of Bellevue, WI*

Habitat Management Services

Conduct various invasive species control operations associated with restoration of native habitats including prairies, wetlands, shorelines, dunes, and woodlands. Project examples include:

Mowing, Cutting & Spot Herbicide Treatments

- *Hayton Area Remediation Project, Invasive Plant Management, Chilton, WI*
- *Menekaunee Harbor Restoration, Invasive Plant Management, Marinette, WI*
- *South Channel Restoration, Invasive Plant Management, Marinette, WI*
- *Appleton Storm Water Vegetation Management, Appleton, WI*
- *WE Energies, Invasive Plant Management, Various Locations in WI and MI*
- *Storm Water Pond Native Restoration and Maintenance, City of Green Bay, WI*
- *Storm Water Pond Native Restoration and Maintenance, Village of Bellevue, WI*
- *Kellner Fen Buckthorn Control, Door County Land Trust, WI*
- *Giant Hogweed Control, City of Sheboygan/SEWISC, WI*
- *WisDOT Schaefer Vegetation Management, Fond du Lac, WI*
- *WisDOT Theel Vegetation Management, Fond du Lac, WI*
- *WisDOT Town of Neenah Vegetation Management, Neenah, WI*
- *WisDOT Resort Road Vegetation Management, Suamico, WI*
- *WisDOT Freedom Vegetation Management, Freedom, WI*
- *WisDOT Oneida Vegetation Management, Oneida, WI*

Prescribed Burns

- *Forest Preserves, Prescribed Burn Contractor, Lake County, IL*
- *Storm Water Prescribed Burn Contractor, City of Appleton, WI*
- *NRCS Prescribed Burn Contractor, Counties of Green Lake, Waushara, Waupaca, and Marquette, WI*

Thomas Gerbyshak II

NES Restoration Ecologist

- *Druecker Restoration Prescribed Burn, WE Energies, Grafton, WI*
- *Mallard Ridge Prescribed Burn, Advanced Disposal, Delevan, WI*
- *Huron #3 Storm Water Facility, Village of Bellevue, WI*
- *Daly Storm Water Facility, Village of Bellevue, WI*
- *Manitowoc Storm Water Facility, Village of Bellevue, WI*
- *Barina Creek Storm Water Facility, City of Green Bay, WI*
- *Weissbach Prairie, Kewaunee County, WI*
- *Beaurain Prairie, Kewaunee County, WI*
- *Private Property Prescribed burning throughout WI and IL*
- *WI DOT Remnant Prairie Burn, Boscobel, WI*

Dustin Sablich

NES Restoration Ecologist

Experience

4 years experience in ecological services covering the following areas of expertise:

- *Ecological Implementation Services*
- *Habitat Management Services*
- *Threatened & Endangered Species Habitat Assessment & Surveys*

Ecological Implementation Services

Perform various site preparation, seed & plant installation, herbivore protection and erosion control tasks associated with restoration of native habitats including prairies, wetlands, shorelines, dunes and woodlands. Project examples include:

- *Native Wetland Seeding, Theel Wetland Mitigation Site WisDOT, Fond du Lac County, WI (38 acres)*
- *Native Emergent Planting, Village of Bellevue Storm Water ponds, Bellevue, WI*
- *Native Wetland and Prairie Seeding, Village of Bellevue Storm Water ponds, Bellevue, WI*
- *Native Emergent Planting, City of Oshkosh Storm Water ponds, Oshkosh WI*
- *Native Wetland and Prairie Seeding, City of Oshkosh Storm Water ponds, Oshkosh WI*
- *Native Prairie Planting, Webster Ave Swales, Green Bay, WI*
- *Plant community survey, Resort Road Wetland Mitigation Bank, WISDOT, Village of Suamico, Brown County, WI (191.3 acres)*
- *Erosion Mat Installation, Village of Bellevue Storm Water ponds, Bellevue, WI*
- *Erosion Mat Installation, City of Oshkosh Storm Water ponds, Oshkosh WI*
- *Erosion Mat Installation, Greenwood Cemetery, De Pere, WI*
- *Plant Community Survey, Freedom Mitigation Site, WISDOT, Freedom, WI (71.11 acres)*

Habitat Management Services

Conduct various invasive species control operations associated with restoration of native habitats including prairies, wetlands, shorelines, dunes and woodlands. Project examples include:

Mowing, Cutting & Spot Herbicide Treatments

- *Lone Rock Remnant Prairie Site Invasive Species Management,*
- *STH 133 Boscobel to Blue River Remnant Prairie Site Invasive*
- *Species Management, WisDOT, Grant County, WI (63 acres)*
- *STH 133 Blue River to Muscoda Remnant Prairie Invasive Species Management, WisDOT, Grant County, WI (33 acres)*
- *Invasive Species Management for 7 Storm Water Facilities, City of Green Bay Public Works Department, WI*
- *Invasive Species Management for 17 Storm Water Facilities, Village of Bellevue Public Works Department, WI*
- *Invasive Species Management for 18 Storm Water Facilities, City of Oshkosh, WI*
- *Big Eau Pleine Wetland Mitigation Site Invasive Species Management, WisDOT, Marathon County, WI*

Education

UW - Green Bay
Bachelor of Science
Animal Biology and Conservation Biology 2022
With a minor in Environmental Sciences

Certifications

WI Pesticide Applicator (Cat. 5.0 & 6.0)
IS-100 Incident Command System
IS-700 Nat'l Incident Management Systems
S-130 Basic Wildland Firefighting
S-190 Introduction to Wildland Fire Behavior
L-180 Human Factors in Wildland Firefighting
S-290 Intermediate Wildland Fire Behavior
Adult First Aid/CPR/AED

Dustin Sablich

NES Restoration Ecologist

- *Palmyra Remnant Prairie Site Invasive Species Management,*
- *WisDOT, Jefferson County, WI (5 acres)*
- *Invasive Species Management for Restricted Species in WisDOT Rights-of-Way, Statewide, WI*
- *Baumeister Wetland Mitigation Site Invasive Species Management, WisDOT, Racine County, WI (28 acres)*
- *University Research Park Invasive Species Management, Madison, WI (27.5 acres)*
- *Theel & Shaefer Wetland Mitigation Bank Invasive Species Management, WisDOT, Fond du lac County, WI (134 Acres)*
- *Oneida Wetland Mitigation Site Invasive Species Management, WisDOT, Village of Hobart, WI (18.55 acres)*
- *Resort Road Wetland Mitigation Bank Invasive Species Management, WisDOT, Village of Suamico, Brown County, WI (191.3 acres)*
- *Kellner Fen Natural Area, Door County Land Trust, Sturgeon Bay, WI (270.03 acres)*
- *Legacy Natural Area, Door County Land Trust, Sturgeon Bay, WI (26.6 acres)*
- *Freedom Mitigation Site Invasive Species Management, WisDOT, Freedom, WI (71.11 acres)*
- *Neenah Mitigation Site Invasive Species Management, WisDOT, Neenah, WI (34.84 acres)*

Prescribed Burns

- *Big Eau Pleine Wetland Mitigation Site Invasive Species Management, WisDOT, Marathon County, WI*
- *Barina Storm Water Pond, City of Green Bay, WI*
- *Oneida Wetland Mitigation Site, WisDOT, Village of Hobart, WI (18.55 acres)*
- *Navarino Wildlife Area, WDNR, Town of Waukechon, Shawano County, WI (41 acres)*
- *Ahnapee Trail Dog Trial Grounds, Town of Casco, Kewaunee County, WI (33 acres)*
- *City of Appleton Storm Water Pond, City of Appleton, Outagamie County, WI (1.31 acres)*

C

APPENDIX C

NES Stormwater Facility Inspection Form

STORMWATER FACILITY INSPECTION REPORT

Date of Inspection:	Inspected By:
Owner:	
Facility Name/Loc:	
Weather Condition:	
Purpose: ☐ Routine ☐ Storm Event ☐ Follow-Up Action ☐ Final Inspection ☐ Complaint	

Stormwater Pond Facility

Check water levels monthly in the pond and after any rain event greater than 1 inch

Surface Water Depth (at outfall):

	Yes	No	Comments
Algae present	☐	☐	
Other			

Pond Sediment

Sediment Accumulation

Embankments

	Yes	No	Date/Action Taken/Comments
Debris/Littering	☐	☐	
Slumping/Stability	☐	☐	
Bank Erosion	☐	☐	
Shoreline Erosion	☐	☐	
Burrow/Sink Holes	☐	☐	
Woody Plants	☐	☐	
Other			

Inlet Pipes/Outfall Structures

	Yes	No	Action Taken/Comments
Clogging/Discharge	☐	☐	
Erosion	☐	☐	
Illicit Discharge	☐	☐	
Structural Integrity		☐ Excellent	☐ Good
		☐ Fair	☐ Poor
Other Damage			

Ditches/Storm Sewer

	Yes	No	Action Taken/Comments
Clogging/Debris/Litter	☐	☐	
Erosion	☐	☐	
Structural Integrity		☐ Excellent	☐ Good
		☐ Fair	☐ Poor
Other Damage			

Native Vegetation Assessment

	Yes	No
Upland	☐	☐
Wetland	☐	☐
Invasive Species	☐	☐

Maintenance

	Yes	No	Date
Herbicide - Upland	☐	☐	
Herbicide - Wetland	☐	☐	
Mowing	☐	☐	

Additional Comments:

D

APPENDIX D

2025 Equipment Rate Sheet

2025 Equipment Rates

GPS - $125.00/day	UTV – $30.00/hour
ATV - $18.50/hour	Skid Sprayer - $12.50/hour
DR Mower - $100.00/day	DR Mower - $15.00/hour
Mower - $50.00/day	Mower - $6.50/hour
Brush Cutter 130 - $25.00/day	Brush Cutter 460 - $65.00/day
Chainsaw - $25.00/day	Backpack Blower - $25.00/day
Trailer - $25.00/day	Trailer - $5.00/hour
Water Buffalo - $140.00/day	Water Buffalo - $20.00/hour
Tractor – $150.00/day	Tractor – $20.00/hour
Brillion Seeder – $150.00/day	Brillion Seeder – $20.00/hour
Tiller - $100.00/day	Tiller - $12.50/hour
Chemical - $1.00/ounce	Chemical (Transline) - $4.50/ounce
Steel Fence Post (Rental*) - $1.00/each	Green Snow Fence (Rental*) - $0.25/L.F.
Mileage (Company Vehicle) - $0.81/mile	Mileage (Personal Vehicle) – Current IRS Rate

*We rent the materials since we already have them available rather than purchasing new supplies each time since they can be re-used multiple times for pond plantings before needing replacement.

STUART A. BOERST sboerst@mcmgrp.com

PROPOSAL

DECEMBER 18, 2024

ENVIRONMENTAL DESIGN SERVICES

NATIVE VEGETATION MANAGEMENT AT STORMWATER FACILITIES

CITY OF GREEN BAY

BROWN COUNTY, WII

McMAHON. YOUR FULL-SERVICE DESIGN & CONSULTING FIRM

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- Water & Wastewater
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McMAHON ENGINEERS ARCHITECTS

December 18, 2024

City of Green Bay
Attn: Adam Meade Email: Adam.Meade@greenbaywi.gov
Valerie Joosten Email: Valerie.Joosten@greenbaywi.gov
100 N. Jefferson Street, Room 300
Green Bay, WI 54301

Re: Request for Proposal
City of Green Bay
McM. No. M0032-09-99-00012

Dear Adam and Valerie,

McMahon Associates, Inc. (McMahon) is pleased to submit the attached information in response to the Request for Proposal for the City of Green Bay.

I will serve as your primary contact with McMahon. I am an Associate of the firm with over 30 years of experience at McMahon. Below is my contact information:

Stuart A. Boerst, P.S.S., P.H.
McMahon Associates, Inc.
1445 McMahon Drive | PO Box 1025
Neenah, WI 54956 | 54957-1025

Email: sboerst@mcmgrp.com
Phone: 920.751.4200 | 920.808.3721 (cell)

We appreciate the opportunity to provide a Proposal for this project. We look forward to working with and committed to the City of Green Bay. If you have any questions after reviewing this Proposal, please contact me.

Respectfully,
McMahon Associates, Inc.

Sturage A. Boerst, P.S.S., P.H.
Associate / Senior Hydrogeologist / Ecologist

PROPOSAL

STATEMENT OF UNDERSTANDING

The City of Green is looking to have native prairie species, cool-season grasses, and emergent and submergent plants maintained within and around stormwater management facilities. The purpose is to control invasive species, maintain the planned vegetation, and ensure the long-term functionality of the stormwater facilities.

SCOPE OF SERVICES

McMahon Associates, Inc. (McMahon) proposes the following Scope of Services at the following stormwater management facilities:

GROUP 1

- P & G Mitigation Pond (P06)
- Huron & Sitka Pond (P07)
- Royal Woods Pond (P08)
- Barina Creek (P022)
- Juza-Shorewood Heights Pond (P023)
- Berger Street Pond (P034)
- Mossy Oak Pond (P038)
- Christa McAuliffe Pond (P042)
- Webster Avenue Swales (P046)
- Eaton Heights Pond (P019)

GROUP 2

- Baird Creek Preserve Northwest Pond (P09)
- Baird Creek Preserve Northeast Pond (P011)
- Excalibur Pond (P021)
- Basten Street Wetland (P033)
- Larscheid Pond (P035)
- Mills Street Pond (P039)
- Superior Road Pond (P041)

GROUP 3

- I-43 Northwest Pond (P02)
- I-43 Northeast Pond (P03)
- Stone Gardens Pond (P016)
- Brown County Farm (P018)
- Mahon Creek 1st Addition Pond (P020)
- Mahone Creek Estates Pond (P040)
- Seymour Park East (P048)

SCOPE OF SERVICES

McMahon proposes to maintain the vegetation at each facility as follows:

- Conduct inspections, both terrestrial and aquatic to assess the condition of stormwater facilities.
- Apply herbicide as needed to control invasive terrestrial and emergent plant species in compliance with ATCP 29.52(3) and the City's pesticide use policy.
- Submit copies of herbicide application reports, permits, and correspondence with property owners or others for the City's records.
- Prepare, submit and secure any permits required for the work (e.g. City obstruction permits, Wisconsin Department of Natural Resources aquatic permits).
- Remove woody vegetation from the pond and associated structures.
- Provide periodic inspection reports and updates to the City.
- Perform prescribed burns, as needed. Coordinate with the City and Fire Department, notify adjacent landowners, and secure necessary permits and fees.
- Repair areas within stormwater facilities to re-establish planned vegetation.
- Conduct mowing activities for vegetation management.
- Perform thinning of emergent plants as needed.
- Control shoreline woody vegetation.
- Submit an annual report by the end of each year documenting all work completed and proposed maintenance for the following year.

The contractor shall provide advance notice for any field work at the ponds. A minimum 24-hour notice shall be provided for herbicide application and 48-hour notice for planned prescribed burns.

Due to the NFL Draft, no field work will be performed from Monday, April 21, 2025 through Monday, April 28, 2025, unless authorized by the City.

GROUP 1

P & G MITIGATION POND/VOYAGER DRIVE SWALE (P06)

- Invasive species will be controlled with the appropriate herbicides within the Voyager Drive Swale focusing on phragmites, cattail and purple loosestrife but will also address other invasive species.
- Invasive species will be controlled with the appropriate herbicides within the management area of the P&G Mitigation Pond focusing primarily on phragmites but will treat other invasive species. Due to the large presence and densities of phragmites, introduction of native species will occur after effective eradication of phragmites in following years.

SCOPE OF SERVICES

- There is a good quality prairie approximately 1 acre in size on the east side of the pond and scattered prairie plants in other areas of the uplands areas that are not wooded. We recommend a prescribed burn be conducted in the future to revitalize the prairie habitat, which will promote further development and conversion to higher percentages of native herbaceous species.

HURON & SITKA POND (P07)

- Invasive species will be controlled with the appropriate herbicides focusing on but not limited to Canada thistle, crown vetch, sweet clovers, Queen Annes lace, reed canary grass, Kentucky bluegrass, common burdock and woody species.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.

ROYAL WOODS POND (P08)

- Invasive species will be controlled with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, crown vetch, sweet clovers, Queen Annes lace, reed canary grass, Kentucky bluegrass, Japanese hedge parsley and common burdock.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.

BARINA CREEK (P08)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, reed canary grass, quack grass, common teasel, common burdock and phragmites.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.
- Spot herbicide invasive woody vegetation consisting of willow, cottonwood and other aggressive woody species.

JUZA-SHOREWOOD HEIGHTS POND (P023)

- Invasive species will be controlled with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace and reed canary grass.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.

SCOPE OF SERVICES

BERGER STREET POND (P034)

- Complete a prescribed prairie burn in the spring of 2025.
- Invasive species will be controlled in the uplands and wet meadow with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, reed canary grass, bird's foot trefoil, common burdock, crown vetch and leafy spurge.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.
- Monitor and treat Japanese knotweed if observed on the west slope.

MOSSY OAK POND (P038)

- Invasive species will be controlled in the uplands and wet meadow with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, reed canary grass, bird's foot trefoil, butter and eggs, garlic mustard, nodding thistle, elecampane, and crown vetch.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.
- Monitor eroded areas in order to determine if re-seeding is necessary.

CHRISTA MCAULIFFE POND (P042)

- Invasive species will be controlled in the uplands and wetland with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, bird's foot trefoil, common burdock, phragmites and cattail.

WEBSTER AVE. SWALES (P046)

- Invasive species will be controlled in the upslope areas of the swales to control broadleaf invasive species.
- Invasive species will be controlled in the swales with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, reed canary grass, reed canary grass and phragmites.

SCOPE OF SERVICES

EATON HEIGHTS POND (P019)

- Complete a prescribed prairie burn in the spring of 2025.
- Invasive species will be controlled in the uplands and wet meadow with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, reed canary grass, bird's foot trefoil, common burdock, crown vetch and phragmites.
- Reseeding in bare areas following the prescribed prairie burn.

GROUP 2

BAIRD CREEK PRESERVE NORTHWEST POND (P09)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, common teasel.
- Herbicide the cattails in the safety shelf. We would like to note that the existing cattail footprint has been stable for many years and is not expanding. The cattails, though non-native, provide erosion control until the leak is repaired in the pond. Since the cattails are stable and not expanding and provide erosion control in the meantime, we recommend waiting until the pond leak is repaired to eradicate the cattails and plant native aquatic plants. However, if the City still would like to eradicate the cattails prior to repairing the pond leak, we can complete this task.

BAIRD CREEK PRESERVE NORTHEAST POND (P011)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass and phragmites.
- General observation if invasive species become present in the safety shelf, which are currently absent.

SCOPE OF SERVICES

EXCALIBUR POND (P021)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass and phragmites.
- General observation if invasive species become present in the safety shelf, which are currently absent.

BASTEN STREET WETLAND (P033)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass, phragmites and woody vegetation.
- Invasive species will be controlled in the wetlands including phragmites, cattails and woody vegetation.

LARSCHEID POND (P035)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass, phragmites and woody vegetation.
- General observation if invasive species become present in the safety shelf, which are currently absent.

MILLS STREET POND (P039)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, leafy spurge, reed canary grass, phragmites and woody vegetation.
- Invasive species will be controlled in the wetlands including phragmites.

SUPERIOR ROAD POND (P041)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass, phragmites and woody vegetation.
- Invasive species will be controlled in the safety shelf wetlands including phragmites, cattails, reed canary grass and woody vegetation.

SCOPE OF SERVICES

GROUP 3

I-43 NORTHWEST POND (P02)

The management area has a substantial amount of trees and brush. It is our understanding the City's Forestry Department will be removing the trees and leaving the small trees and brush. The herbaceous layer is substantially dominated by invasive species including crown vetch, thistles and cool season grasses. The objective is restoring the management area into a high quality pollinator prairie. Two years of site preparation herbiciding with dormant prairie seeding in the fall of 2026 is recommended.

- Forestry mulch small trees and brush not removed by the City.
- Herbicide tree stumps from trees removed by the City's Forestry Department to prevent regrowth.
- Blanket herbicide the prairie area three times during the growing season in preparation for prairie seeding in the fall of 2026.
- Invasive species will be controlled in the safety shelf wetlands for phragmites.
- Spot herbicide any tree or woody vegetation regrowth.

I -43 NORTHEAST POND (P03)

The management area has a substantial amount of trees and brush. It is our understanding the City's Forestry Department will be removing the trees and leaving the small trees and brush. The herbaceous layer is substantially dominated by invasive species including crown vetch, thistles and cool season grasses. The objective is restoring the management area into a high quality pollinator prairie. Two years of site preparation herbiciding with dormant prairie seeding in the fall of 2026 is recommended.

- Forestry mulch small trees and brush not removed by the City.
- Herbicide tree stumps from trees removed by the City's Forestry Department to prevent regrowth.
- Blanket herbicide the prairie area three times during the growing season in preparation for prairie seeding in the fall of 2026.
- Invasive species will be controlled in the safety shelf wetlands for phragmites.
- Spot herbicide any tree or woody vegetation regrowth.

SCOPE OF SERVICES

STONE GARDEN POND (P016)

The herbaceous layer on the west pond is substantially dominated by invasive species including thistles, spotted knapweed, Queen anne's lace and cool season grasses. The objective is restoring the side slopes of the western pond into a high quality pollinator prairie. Two years of site preparation herbiciding with dormant prairie seeding in the fall of 2026 is recommended. Phragmites and cattails will be controlled. Native aquatic plants would be added in 2026, if desired by the City.

- Blanket herbicide the prairie area three times during the growing season in preparation for prairie seeding in the fall of 2026.
- Spot herbicide any tree or woody vegetation regrowth.
- Invasive species will be controlled in the safety shelf wetlands including phragmites, cattails and reed canary grass.

BROWN COUNTY FARM (P018)

The management area has an existing prairie in the upland area that requires a prescribed burn. The shoreline area is dominated by phragmites and cattails. The phragmites and cattails should be eradicated in 2025 with restoration of native aquatic plants in 2026. It is our understanding the City's Forestry Department will be removing the brush and small trees.

- Spot herbicide any tree or woody vegetation regrowth from removal of woody vegetation by the City.
- Complete a prescribed prairie burn in the spring of 2025.
- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass, phragmites and woody vegetation.
- Invasive species will be controlled in the safety shelf wetlands including phragmites, cattails and reed canary grass.

SCOPE OF SERVICES

MAHON CREEK 1ST ADDITION POND (P020)

The upland side slopes of the pond has substantial amounts of brush, primarily sumac growing on the site slopes. The herbaceous layer is substantially dominated by invasive species including crown vetch, thistles, and cool season grasses. The pond has substantial amounts of invasives species consisting of phragmites, cattails and reed canary grass and unwanted small ash trees. The objective is to restore the uplands into a high quality pollinator prairie. Two years of site preparation herbiciding with dormant prairie seeding in the fall of 2026 is recommended. The wetland areas would be restored into native vegetation once the invasive species are removed from the property, likely in 2026.

- Cut, remove and spot herbicide brush and small trees from the property.
- Blanket herbicide the prairie area three times during the growing season in preparation for prairie seeding in the fall of 2026.
- Spot herbicide any tree or woody vegetation regrowth.
- Invasive species will be controlled in the safety shelf wetlands including phragmites, cattails and reed canary grass.

MAHON CREEK ESTATES POND (P040)

The upland side slopes of the pond has substantial amounts of brush, primarily sumac growing on the site slopes. The herbaceous layer is substantially dominated by invasive species including crown vetch, thistles, and cool season grasses. The two ponds have substantial amounts of invasives species consisting of phragmites, cattails and reed canary grass. The south pond has some native pickerelweed and substantial amounts of native water lilies. Some of the water lilies plants can be used in the future for transplanting to allow for expansion into the northern pond. The objective is to restore the uplands into a high quality pollinator prairie. Two years of site preparation herbiciding with dormant prairie seeding in the fall of 2026 is recommended. The wetland areas would be restored into native vegetation once the invasive species are removed from the property.

- Cut, remove and spot herbicide brush and small trees from the property.
- Blanket herbicide the prairie area three times during the growing season in preparation for prairie seeding in the fall of 2026.
- Spot herbicide any tree or woody vegetation regrowth.
- Invasive species will be controlled in the safety shelf wetlands including phragmites, cattails and reed canary grass.

SEYMOUR PARK EAST (P048)

- Invasive species will be controlled in the uplands and dry pond with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass, phragmites and woody vegetation.

ADDENDUM ACKNOWLEDGEMENT

McMahon acknowledges receipt of the following Addendums:

- Request for Proposal Addendum No. 1
- Request for Proposal Addendum No. 2
- Request for Proposal Addendum No. 3

PROJECT TEAM

The Project Team members and functions are described below.

STUART BOERST, P.S.S., P.H.

SENIOR ECOLOGIST

Stuart Boerst has over 33 years of experience. Mr. Boerst will be the Project Manager overseeing all functions of delivering the Scope of Services and communications with the City. Also, Mr. Boerst will be completing all stormwater facility inspections of native vegetation, adaptive native vegetation management and annual reporting/proposals.

KYLE ZIOLEK

ENVIRONMENTAL SCIENTIST

Kyle Ziolek has 5 years of experience. Mr. Ziolek will be completing invasive species and brush control activities including, but not limited to, spot herbiciding and mowing. Also, Mr. Ziolek will be obtaining all the required permits for field activities.

SUMMER INTERNS

McMahon retains summer interns that would assist with invasive species control including spot mowing and brush cutting activities but not applications of herbicide.

FOX VALLEY TECHNICAL COLLEGE (FVTC) WILDLANDS FIRE PROGRAM

FVTC will complete all prescribed prairie burns. Notifications will be made with at least 48 hours in advance to the City and adjacent property owners. Jon Kellermann is the Director of the FVTC Wildlands Fire Program and will be the burn boss at the project stormwater facilities. McMahon has worked with FVTC over 15 years in providing professional prescribed prairie burns.

PROJECT TEAM

APPLE VALLEY LANDSCAPING, LLC

Apple Valley Landscaping will be subcontracted to forestry mulch the small trees and brush remaining at the I-43 Northwest Pond (P02) and I-43 Northeast Pond (P03) after the City's Forestry Department removes the large trees. Apple Valley Landscaping has over 30 years of experience in prairie site preparation herbiciding, prairie seeding, mulch, erosion control blanket installation, brush and tree removal, forestry mulch and grading. Apple Valley Landscaping has worked extensively with the Brown County Conservation Department on numerous conservation projects and recently supplied high quality topsoil for a prairie that McMahon designed for a site owned by NEW Water (Green Bay Metropolitan Sewerage District) for a future pollinator prairie.

TIMELINE

The proposed Project Schedule is located at the end of this Proposal.

STATEMENT OF QUALIFICATIONS

McMahon's has over 30 years of experience in ecological and environmental consulting services including designing prairie, prairie oak savanna, wet prairie, sedge meadow, hardwood swamp, conifer swamp, upland hardwoods and other types of landscape ecosystem restorations. Services are full cycle from the beginning of a native vegetation restoration project to long-term management to restore a high-quality ecosystem with functioning ecosystem services including aesthetics. Long-term management usually involves prescribed prairie burns, spot herbiciding and spot mowing.

McMahon's currently manages prairies and wetlands at over 150 stormwater facilities, community parks and corporate campuses in Northeast Wisconsin. Furthermore, McMahon's has designed, restored and manages hundreds of acres of various native ecosystems for corporate clients and developers. McMahon's is also currently designing, monitoring and managing six large wetland mitigation bank properties, at various stages of development, totaling over 700 acres that include a wide suite of ecosystems. The landscape ecosystems include shallow marsh, deep marsh, wet prairie, sedge meadow, hardwood swamp, tamarack swamp, prairie, prairie oak savanna and upland hardwoods. The ecosystems are designed for high species diversity and coverage to allow for long-term resilience and sustainability.

PROJECT RELATED EXPERIENCE | REFERENCES

Below is a list of communities that we dedsigned and manage native vegetation consisting of prairie oak savannas, prairies, emergent and submergent aquaatic plants. The number of stormwater facilities are listed for each community and the contact person.

VILLAGE OF ALGOMA
Five Stormwater Facilities
Contact: Maggie Mahoney
Ph. 920.235.3789

VILLAGE OF ASHWAUBENON
Ten Stormwater Facilities
Contact: Steve Birr
Ph. 920.492.2308

VILLAGE OF COMBINED LOCKS
Five Stormwater Facilities
Contact: Ryan Swich
Ph. 920.788.7740

VILLAGE OF FOX CROSSING
Eight Stormwater Facilities
Contact: Joe Hoechst, DPW
Ph. 920.720.7110

VILLAGE OF HARRISON
Six Stormwater Facilities
Contact: Chad Pelishek
Ph. 920.989.1062

CITY OF KAUKAUNA
Six Stormwater Facilities
Contact: John Neumeier
Ph.920.766.6305

VILLAGE OF LAWRENCE
Thirteen Stormwater Facilities
Contact: Kurt Minton
Ph. 920.660.6695

VILLAGE OF ALLOUEZ
Eight Stormwater Facilities
Contact: Sean Gehin
Ph. 920.448.2802

TOWN OF BUCHANAN
Five Stormwater Facilities
Contact: Michael Brown
Ph. 920.257.5845

VILLAGE OF EGG HARBOR
Fifteen Stormwater Facilities
Contact: Megan Sawyer
Ph. 920.868.3334

TOWN OF GRAND CHUTE
Fourteen Stormwater Facilities
Contact: Jordan Jolma
Ph. 920.380.2925

VILLAGE OF KIMBERLY
Eight Stormwater Facilities
Contact: Holly Femal
Ph. 920.788.7507

VILAGE OF LITTLE CHUTE
Nine Stormwater Facilities
Contact: Kent Taylor
Ph. 920.423.3867

CITY OF MANITOWOC
Five Stormwater Facilities
Contact: Matt Smits
Ph. 920.686.6907

PROJECT RELATED EXPERIENCE | REFERENCES

CITY OF NEENAH
Thirteen Stormwater Facilities
Contact: Heath Kummerow
Ph. 920.886.6245

TOWN OF NEENAH
Two Stormwater Faciliites
Contact: Ellen Skerke
Ph. 920.725.0916

CITY OF TWO RIVERS
Six Stormwater Facilities
Contact: Matt Heckenlaible
Ph. 920.793.5540

COMPENSATION

McMahon proposes to provide the services outlined in the Scope of Servicers, on a time and expense basis. Personnel-hours per task and line-item cost estimates for services covered under this Proposal are provided below.

McMahon's 2025 Fee Schedule and 2025 Reimbursable Expenses Schedule are enclosed herein for reference.

GROUP 1

P & G MITIGATION POND | VOYAGER SWALE (P06)

- Project Management | 1.5 Hours @ $200/Hr. $300
- Site Inspections | 2 Hours @ $200/Hr. $400
- Herbicide Treatment of Invasive Species | 16 Hours @ $105/Hr. $1,680
- Annual Inspection, Assessment Report & Proposal | 2 Hours @ $200/Hr. $400
- Herbicide Expense $200

TOTAL P & G MITIGATION POND | VOYAGER SWALE (P06) $2,980

HURON & SITKA POND (P07)

- Project Management | 0.5 Hours @ $200/Hr. $100
- Site Inspections | 1 Hour @ $200/Hr. $200
- Herbicide Treatment of Invasive Species | 5 Hours @ $105/Hr. $525
- Annual Inspection, Assessment Report & Proposal | 1 Hour @ $200/Hr. $200

TOTAL HURON & SITKA POND (P07) $1,025

COMPENSATION

ROYAL WOODS POND (P08)

- Project Management | 1 Hour @ $200/Hr. $200
- Site Inspections | 2 Hours @ $200/Hr. $400
- Herbicide Treatment of Invasive Species | 6 Hours @ $105/Hr. $630
- Annual Inspection, Assessment Report & Proposal | 1.5 Hours @ $200/Hr. $300

TOTAL ROYAL WOODS POND (P08) $1,330

BARINA CREEK (P022)

- Project Management | 2 Hours @ $200/Hr. $400
- Site Inspections | 2 Hours @ $200/Hr. $600
- Herbicide Treatment of Invasive Species | 20 Hours @ $105/Hr. $2,100
- Annual Inspection, Assessment Report & Proposal | 2 Hours @ $200/Hr. $400
- Herbicide Expense $100

TOTAL BARINA CREEK (P022) $3,600

JUZA-SHOREWOOD HEIGHTS POND (P023)

- Project Management | 1 Hour @ $200/Hr. $200
- Site Inspections | 3 Hour @ $200/Hr. $200
- Herbicide Treatment of Invasive Species | 6 Hours @ $105/Hr. $630
- Annual Inspection, Assessment Report & Proposal | 1 Hour @ $200/Hr. $200

TOTAL JUZA-SHOREWOOD HEIGHTS POND (P023) $1,230

BERGER STREET POND (P034)

- Project Management | 1 Hour @ $200/Hr. $200
- Site Inspections | 1 Hour @ $200/Hr. $200
- Herbicide Treatment of Invasive Species | 5 Hours @ $105/Hr. $525
- Annual Inspection, Assessment Report & Proposal | 1 Hour @ $200/Hr. $200
- Prescribed Prairie Burn $1,300

TOTAL BERGER STREET POND (P034) $2,425

MOSSY OAK POND (P038)

- Project Management | 2 Hours @ $200/Hr. $400
- Site Inspections | 2 Hours @ $200/Hr. $400
- Herbicide Treatment of Invasive Species | 12 Hours @ $105/Hr. $1,260
- Annual Inspection, Assessment Report & Proposal | 1.5 Hours @ $200/Hr. $300

TOTAL MOSSY OAK POND (P038) $2,360

COMPENSATION

CHRISTA McAULIFFE POND (P042)

- Project Management | 1 Hour @ $200/Hr. $200
- Site Inspections | 1 Hour @ $200/Hr. $200
- Herbicide Treatment of Invasive Species | 5 Hours @ $105/Hr. $525
- Annual Inspection, Assessment Report & Proposal | 1 Hour @ $200/Hr. $200

TOTAL CHRISTA McAULIFFE POND (P042) $1,125

WEBSTER AVENUE SWALES (P046)

- Project Management | 2 Hours @ $200/Hr. $400
- Site Inspections | 2 Hours @ $200/Hr. $400
- Herbicide Treatment of Invasive Species | 15 Hours @ $105/Hr. $1,575
- Annual Inspection, Assessment Report & Proposal | 2 Hours @ $200/Hr. $400

TOTAL WEBSTER AVENUE SWALES (P046) $2,775

EATON HEIGHTS POND (P019)

- Project Management | 1 Hour @ $200/Hr. $200
- Site Inspections | 2 Hours @ $200/Hr. $400
- Herbicide Treatment of Invasive Species | 7 Hours @ $105/Hr. $735
- Annual Inspection, Assessment Report & Proposal | 1 Hour @ $200/Hr. $200
- Prescribed Prairie Burn $1,300

TOTAL EAGON HEIGHTS POND (P019) $2,835

GROUP 2

BAIRD CREEK PRESERVE NORTHWEST POND (P09)

- Project Management | 1 Hour @ $200/Hr. $200
- Site Inspections | 0.5 Hours @ $200/Hr. $100
- Herbicide Treatment of Invasive Species | 6 Hours @ $105/Hr. $630
- Annual Inspection, Assessment Report & Proposal | 1.5 Hours @ $200/Hr. $300

TOTAL BAIRD CREEK PRESERVE NORTHWEST POND (P09) $1,230

BAIRD CREEK PRESERVE NORTHEAST POND (P011)

- Project Management | 1 Hour @ $200/Hr. $200
- Site Inspections | 0.5 Hours @ $200/Hr. $100
- Herbicide Treatment of Invasive Species | 6 Hours @ $105/Hr. $630
- Annual Inspection, Assessment Report & Proposal | 1.5 Hours @ $200/Hr. $300

TOTAL BAIRD CREEK PRESERVE NORTHEAST POND (P09) $1,230

COMPENSATION

EXCALIBUR POND (P021)

- Project Management | 1 Hour @ $200/Hr. $200
- Site Inspections | 0.5 Hours @ $200/Hr. $100
- Herbicide Treatment of Invasive Species | 4 Hours @ $105/Hr. $430
- Annual Inspection, Assessment Report & Proposal | 1.5 Hours @ $200/Hr. $300

TOTAL EXCALIBUR POND (P021) $1,020

BASTEN STREET WETLAND (P033)

- Project Management | 1 Hour @ $200/Hr. $200
- Site Inspections | 0.5 Hours @ $200/Hr. $100
- Herbicide Treatment of Invasive Species | 10 Hours @ $105/Hr. $1,050
- Annual Inspection, Assessment Report & Proposal | 1.5 Hours @ $200/Hr. $300

TOTAL BASTEN STREET WETLAND (P033) $1,650

LARSCHEID POND (P035)

- Project Management | 1 Hour @ $200/Hr. $200
- Site Inspections | 0.5 Hours @ $200/Hr. $100
- Herbicide Treatment of Invasive Species | 6 Hours @ $105/Hr. $630
- Annual Inspection, Assessment Report & Proposal | 1.5 Hours @ $200/Hr. $300

TOTAL LARSCHEID POND (P035) $1,230

MILLS STREET POND (P039)

- Project Management | 1 Hour @ $200/Hr. $200
- Site Inspections | 0.5 Hours @ $200/Hr. $100
- Herbicide Treatment of Invasive Species | 8 Hours @ $105/Hr. $840
- Annual Inspection, Assessment Report & Proposal | 1.5 Hours @ $200/Hr. $300

TOTAL MILLS STREET POND (P039) $1,440

SUPERIOR ROAD POND (P041)

- Project Management | 1 Hour @ $200/Hr. $200
- Site Inspections | 1 Hour @ $200/Hr. $200
- Herbicide Treatment of Invasive Species | 14 Hours @ $105/Hr. $1,470
- Annual Inspection, Assessment Report & Proposal | 1.5 Hours @ $200/Hr. $300

TOTAL BAIRD CREEK PRESERVE NORTHWEST POND (P09) $2,170

COMPENSATION

GROUP 3

I-43 NORTHWEST POND (P02)

- Project Management | 3 Hours @ $200/Hr. $600
- Site Inspections | Hours @ $200/Hr. $600
- Herbicide Treatment of Invasive Species | 40 Hours @ $105/Hr. $4,200
- Annual Inspection, Assessment Report & Proposal | 1.5 Hours @ $200/Hr. $300
- Forestry Mulch Brush $3,500*

TOTAL I-43 NORTHWEST POND (P02) $9,200

I-43 NORTHEAST POND (P02)

- Project Management | 3 Hours @ $200/Hr. $600
- Site Inspections | 2 Hours @ $200/Hr. $600
- Herbicide Treatment of Invasive Species | 40 Hours @ $105/Hr. $4,200
- Annual Inspection, Assessment Report & Proposal | 1.5 Hours @ $200/Hr. $300
- Forestry Mulch Brush $3,500*

TOTAL I-43 NORTHEAST POND (P02) $9,200

*Forestry mulching brush and small trees will be subcontracted to Apple Valley Landscaping, De Pere, Wisconsin.

STONE GARDENS POND (P016)

- Project Management | 2 Hours @ $200/Hr. $400
- Site Inspections | 1 Hour @ $200/Hr. $200
- Herbicide Treatment of Invasive Species | 22 Hours @ $105/Hr. $2,310
- Annual Inspection, Assessment Report & Proposal | 1.5 Hours @ $200/Hr. $300

TOTAL STONE GARDEN POND (P016) $3,210

BROWN COUNTY FARM (P018)

- Project Management | 2 Hours @ $200/Hr. $400
- Site Inspections | 2 Hours @ $200/Hr. $400
- Herbicide Treatment of Invasive Species | 24 Hours @ $105/Hr. $2,520
- Annual Inspection, Assessment Report & Proposal | 1.5 Hours @ $200/Hr. $300
- Prescribed Prairie Burn $1,300

TOTAL I-43 NORTHEAST POND (P02) $4,920

COMPENSATION

MAHON CREEK 1ST ADDITION POND (P020)

- Project Management | 2 Hours @ $200/Hr. $400
- Site Inspections | 2 Hours @ $200/Hr. $400
- Herbicide Treatment of Invasive Species / Brush Removal | 50 Hours @ $105/Hr. ... $5,250
- Annual Inspection, Assessment Report & Proposal | 1.5 Hours @ $200/Hr. $300

TOTAL I-43 NORTHEAST POND (P02) $6,350

MAHON CREEK ESTATES POND (P040)

- Project Management | 2 Hours @ $200/Hr. $400
- Site Inspections | 2 Hours @ $200/Hr. $400
- Herbicide Treatment of Invasive Species / Brush Removal | 42 Hours @ $105/Hr. ... $4,400
- Annual Inspection, Assessment Report & Proposal | 1.5 Hours @ $200/Hr. $300

TOTAL I-43 NORTHEAST POND (P02) $5,510

SEYMOUR PARK EAST (P048)

- Project Management | 1 Hours @ $200/Hr. $200
- Site Inspections | 0.5 Hours @ $200/Hr. $100
- Herbicide Treatment of Invasive Species | 5 Hours @ $105/Hr. $525
- Annual Inspection, Assessment Report & Proposal | 1.5 Hours @ $200/Hr. $300

TOTAL I-43 NORTHEAST POND (P02) $1,125

ACCEPTANCE

To indicate acceptance of this Proposal, please sign below and return a copy to our office.

CITY OF GREEN BAY
Brown County, Wisconsin

_____ _____
(Authorized Signature) Date

_____
Title

McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

_____ December 18, 2024
Stuart A. Boerst, P.S.S., P.H. Date
Associate / Senior Hydrogeologist / Ecologist

PROJECT SCHEDULE - 2025

NATIVE VEGETATION MANAGEMENT AT STORMWATER FACILITIES
CITY OF GREEN BAY

	2025																																															
	MAR					APR				MAY				JUNE					JULY				AUG				SEPT					OCT				NOV				DEC					
GROUP 1 TASKS	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	2	29	6	13	20	27	3	10	17	24	1	8	15	22	29
P & G MITIGATION POND (P06)																																																
▶ Site Inspection															■														■																	
▶ Invasives Species Treatment - Aquatics																								■											■											
HURON & SITKA POND (P07)																																																
▶ Site Inspection											■																				■															
▶ Invasives Treatments - Prairie											■							■								■									■											
▶ Invasives Species Treatment - Aquatics											■															■																				
ROYAL WOODS POND (P08)																																																
▶ Site Inspection											■																				■															
▶ Invasives Treatments - Prairie											■							■								■									■											
▶ Invasives Species Treatment - Aquatics											■															■																				
BARINA CREEK (P022)																																																
▶ Site Inspection											■																				■															
▶ Invasives Treatments - Prairie											■							■								■									■											
▶ Invasives Species Treatment - Aquatics											■															■																				
JUZA-SHOREWOOD HEIGHTS POND (P023)																																																
▶ Site Inspection											■																				■															
▶ Invasives Treatments - Prairie											■							■								■									■											
▶ Invasives Species Treatment - Aquatics											■															■																				
BERGER STREET POND (P034)																																																
▶ Site Inspection											■																				■															
▶ Invasives Treatments - Prairie											■							■								■									■											
▶ Invasives Species Treatment - Aquatics											■															■																				
▶ Prescribed Prairie Burn						■	■	■	■																																							
MOSSY OAK POND (P038)																																																
▶ Site Inspection											■																				■															
▶ Invasives Treatments - Prairie											■							■								■									■											
▶ Invasives Species Treatment - Aquatics											■															■																				
CHRISTA McAULIFFE POND (P042)																																																
▶ Site Inspection											■																				■															
▶ Invasives Treatments - Prairie											■							■								■									■											
▶ Invasives Species Treatment - Aquatics											■															■																				
WEBSTER AVENUE SWALES (P046)																																																
▶ Site Inspection											■															■					■															
▶ Invasives Treatments - Upload											■							■								■									■											
▶ Invasives Species Treatment - Swale											■																																				
EATON HEIGHTS POND (P019)																																																
▶ Site Inspection											■																				■															
▶ Invasives Treatments - Prairie											■							■								■																				
▶ Invasives Species Treatment - Aquatics											■															■									■											
▶ Prescribed Prairie Burn						■	■	■	■																																							

PROJECT SCHEDULE - 2025

NATIVE VEGETATION MANAGEMENT AT STORMWATER FACILITIES
CITY OF GREEN BAY

	2025																																															
	MAR					APR				MAY				JUNE				JULY				AUG				SEPT				OCT				NOV				DEC							
GROUP 2 TASKS	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	2	29	6	13	20	27	3	10	17	24	1	8	15	22	29
BAIRD CREEK PRESERVE NORTHWEST POND (P09)																																																
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▶ Invasives Treatments - Prairie											■							■								■									■												
▶ Invasives Species Treatment - Aquatics																										■																					
BAIRD CREEK PRESERVE NORTHEAST POND (P0011)																																																
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▶ Invasives Treatments - Prairie											■															■									■												
EXCALIBUR POND (P021)																																																
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BASTEN STREET WETLAND (P033)																																																
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LARSCHEID POND (P035)																																																
▶ Site Inspection											■																				■																
▶ Invasives Treatments - Prairie											■							■								■									■												
MILLS STREET POND (P039)																																																
▶ Site Inspection											■																				■																
▶ Invasives Treatments - Prairie											■							■								■									■												
▶ Invasives Species Treatment - Aquatics											■															■																					
SUPERIOR ROAD POND (P041)																																																
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▶ Invasives Treatments - Prairie											■							■								■									■												
▶ Invasives Species Treatment - Aquatics											■															■																					

PROJECT SCHEDULE - 2025

NATIVE VEGETATION MANAGEMENT AT STORMWATER FACILITIES
CITY OF GREEN BAY

GROUP 3 TASKS	2025																																															
	MAR					APR				MAY				JUNE					JULY				AUG				SEPT					OCT				NOV				DEC				
	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	2	29	6	13	20	27	3	10	17	24	1	8	15	22	29
I-43 NORTHWEST POND (P02)																																																
▶ Site Inspection											■																				■															
▶ Invasives Treatments - Prairie						■	■			■			■							■									■																	
▶ Invasives Species Treatment - Aquatics																										■								■												
▶ Forestry Mulch / Treatment						■	■																																									
I-43 NORTHEAST POND (P03)																																																
▶ Site Inspection											■																				■															
▶ Invasives Treatments - Prairie						■	■			■			■							■									■																	
▶ Invasives Species Treatment - Aquatics																										■								■												
▶ Forestry Mulch / Treatment						■	■																																									
STONE GARDENS POND (-016)																																																
▶ Site Inspection											■																				■															
▶ Invasives Treatments - Prairie										■			■							■									■																	
▶ Invasives Species Treatment - Aquatics																										■								■												
BROWN COUNTY FARM (P018)																																																
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▶ Invasives Treatments - Prairie											■							■								■									■											
▶ Invasives Species Treatment - Aquatics																										■								■												
▶ Prescribed Prairie Burn						■	■	■	■																																							
MAHON CREEK 1ST ADDITION POND (P020)																																																
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▶ Invasives Treatments - Prairie													■							■									■																	
▶ Invasives Species Treatment - Aquatics																										■								■												
▶ Brush Removal / Treatment						■	■	■	■																																							
MAHONE CREEK ESTATES POND (P040)																																																
▶ Site Inspection											■																				■															
▶ Invasives Treatments - Prairie													■							■									■																	
▶ Invasives Species Treatment - Aquatics																										■								■												
▶ Brush Removal / Treatment						■	■	■	■																																							
SEYMOUR PARK EAST (P048)																																																
▶ Site Inspection											■							■								■									■											
▶ Invasives Treatments - Prairie / Dry Pond											■																								■											

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

To: Steven Grenier, Director of Public Works

From: Adam Meade, Stormwater Engineering Technician

Subject: Native Vegetation Management at Stormwater Facilities – Consultant Selection

Date: January 3, 2025

The Department of Public Works (DPW) – Utility Division staff prepared a request for proposal (RFP) for professional services for Native Vegetation Management at Stormwater Facilities. The RFP was distributed to five consulting firms specializing in native vegetation management for stormwater facilities. The City received proposals from four (4) firms: Cedar Corporation, GEI Consultants, McMahon Engineers, NES Ecological Services.

DPW staff reviewed and evaluated the proposals based on the following categories for each pond group specified in the RFP: Personnel, qualifications & experience, approach and scope of services, and cost.

Following the evaluation, DPW recommends awarding professional services contracts to NES Ecological Services for Group 1, and McMahon Engineers for Groups 2 – 3. The term of the contracts will be for up to 5 - years. Cost proposals will be requested annually based on successful performance during the previous year.

Both NES and McMahon were selected based on their demonstrated expertise in similar projects, their strong qualifications, and the overall value they provide to the City. Work on all stormwater ponds outlined in this RFP is scheduled to begin in spring of 2025.

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # L.4

To approve the request by Department of Public Works to enter into a Master Agreement with Berners-Schober Associates, Inc. for projects between January 1, 2025 and December 31, 2026 and to authorize the Director of Public Works to execute subsequent service orders.

BACKGROUND

The City of Green Bay contracts with an architectural consultant to assist as needed with building improvements projects. Berners-Schober Associates (BSA) has designed many City building and/or provided improvements project design. As such, their knowledge of City facilities offers efficiencies for improvements projects. Historically, the City enters into a 2-year agreement with BSA; service orders are then executed for each project.

RECOMMENDATION

The Department of Public Works recommends entering into a 2-year Master Agreement with Berners-Schober Associates.

FISCAL IMPACT

The Master Agreement has no fiscal impact. Each subsequent service order is paid out of the funds budgeted for the improvement project.

ATTACHMENTS

1. CITYGB_CE_CTRCT_B121_PrimeAgreement_2025-2026

bernersschober

bernersschober.com 920.432.4865
310 Pine Street | Green Bay, WI 54301

December 9, 2024

Mr. Steven Grenier
City of Green Bay
100 N. Jefferson Street, Room 300
Green Bay, WI 54301

RE: AIA Document B121-2018
Standard Form of Agreement
Between Owner and Architect

Dear Mr. Grenier:

Attached please find the AIA Document B121-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders for review. This contract is the Master Agreement between the City of Green Bay and Berners-Schober Associates, Inc. (BSA) for projects between January 1, 2025, and December 31, 2026.

Please have a responsible officer of your entity sign the B121-2018 Standard Form of Agreement on page 11 and the C106-2022 Digital Data Licensing Agreement on page 19 of the combined document.

Also enclosed are additional Contract Documents related to the project for your review and file:

- AIA Document B221™-2018 Service Order – DRAFT
- AIA Document C106™-2022 Digital Data Licensing Agreement
- Attachment A Hourly Billing Rates

If you have any questions, please feel free to contact me.

Sincerely,

Ian W. Griffiths RIBA, AIA, LEED AP BD+C
PRESIDENT / ARCHITECT

D 920.569.8660
igriffiths@bsagb.com

AIA® Document B121™ – 2018

Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders

AGREEMENT made as of the First day of January in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

CITY OF GREEN BAY
100 North Jefferson Street
Green Bay, Wisconsin 54301

and the Architect:
(Name, legal status, address, and other information)

BERNERS-SCHOBER ASSOCIATES, INC.
310 Pine Street
Green Bay, Wisconsin 54301
92.432.4865

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect

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User Notes: (1396272690)

TABLE OF ARTICLES

1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

2 SERVICE ORDERS

3 ARCHITECT'S RESPONSIBILITIES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COPYRIGHTS AND LICENSES

7 CLAIMS AND DISPUTES

8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

9 COMPENSATION

10 MISCELLANEOUS PROVISIONS

11 SPECIAL TERMS AND CONDITIONS

12 SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for ~~one year~~ two years after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on ~~an annual~~ a bi-annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Trista Hobbs
Facilities Manager
Department of Public Works
100 N Jefferson St, Rm 300
Green Bay, Wisconsin 54301
Trista.hobbs@greenbaywi.gov

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

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User Notes: (1396272690)

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

Steve Srubas, AIA
Berners-Schober Associates, Inc.
310 Pine Street
Green Bay, Wisconsin 54301
920.432.4865
ssrubas@bsagb.com

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 9.4.
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and One Million Dollars ($1,000,000) in the aggregate for bodily injury and property damage.

.2 Automobile Liability

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

.3 Workers' Compensation

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Workers' Compensation at statutory limits.

.4 Professional Liability

Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals; or

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect

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requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement.

§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the

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binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[**X**] Arbitration pursuant to Section 7.3 of this Master Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

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§ 7.3 Arbitration

§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 7.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 7.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.

§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 8.7 In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

$0.00

§ 8.8 Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attachment "A" for Architect's Hourly Rate Schedule. Consultant's rates may vary.

Employee or Category	Rate ($0.00)

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.10** Site office expenses; and
- **.11** Other similar Project-related expenditures.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Twelve and one half percent (12.5 %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Payments to the Architect

§ 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

National Prime Rate plus 2 %

§ 9.5.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing

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financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement.

§ 10.5 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 10.10 For each Service Agreement, terms not defined in this Master Agreement or in the Service Order shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 11.1 Section 179D Deduction Allocation. Government and other tax-exempt entities (the "Owner") are eligible to allocate or give the Section 179D energy-efficient commercial building tax deduction to the designer of the energy-efficient property pursuant to Section 179D of the Internal Revenue Code and as modified by the corresponding Energy Policy Act of 2005, and extended by the Inflation Reduction Act of 2022, (the "Code"). As defined by the Code, project Architect, having primary responsibility for the design of the energy efficient property and technical specifications thereof (the "Designer"), wishes to maximize the energy-efficient deduction available.

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This paragraph serves as the project Architect's written request to provisionally receive the Owner's allocated 179D tax deduction for the project described herein.
At its own expense, the project Architect shall retain a qualified third-party consultant (the "Consultant") to perform the energy modeling, and independently certify the building and/or its improvements (the "Project") meet or exceed the requirements for energy efficiency as predicated by ASHRAE standards and as required by the Code. If the Consultant determines the Owner's Project is eligible for the 179D tax deduction, we request that the Owner return a signed 'allocation letter' to the design teams' Consultant. No further involvement is required by the Owner. The Consultant, at no cost to the Owner, shall provisionally determine the amount of the 179D tax deduction that is potentially available, and the design team will determine if the cost benefit makes it viable to pursue. The Owner agrees to cooperate in all reasonable aspects with the Consultant's efforts to obtain and determine any such 179D tax deductions derived from the Project(s) on behalf of the Architect.

§ 11.2 At project close-out, the Architect will turn over to the Owner AutoCAD "base" floor plans consistent with the Instruments of Service. Record documentation of As-Built conditions, including changes made during construction will be negotiated on an as-needed basis and will be billed as an Additional Service.

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents identified below:

.1 AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

N/A

.3 Exhibits:
(Clearly identify any other exhibits incorporated into this Master Agreement.)

AIA Document B221™-2018 Service Order for use with Master Agreement Between Owner and Architect – Example
AIA Document C106™-2022 Digital Data Licensing Agreement

.4 Other documents:
(List other documents, if any, forming part of the Master Agreement.)

Attachment "A" Hourly Rate Schedule

This Master Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Steve Grenier, Director of Public Works City of Green Bay	Ian W. Griffiths, President Berners-Schober Associates, Inc.
(Printed name and title)	*(Printed name, title, and license number, if required)*

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AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number made as of the day of in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

CITY OF GREEN BAY
100 North Jefferson Street
Green Bay, Wisconsin 54301

and the Architect:
(Name, legal status, address, and other information)

BERNERS-SCHOBER ASSOCIATES, INC.
310 Pine Street
Green Bay, Wisconsin 54301

for the following **PROJECT:**
(Name, location, and detailed description)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

THE SERVICE AGREEMENT
This Service Order, together with the Master Agreement between Owner and Architect dated the First day of January in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

form a Service Agreement.

The Owner and Architect agree as follows.

EXAMPLE

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 SERVICES UNDER THIS SERVICE ORDER

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 COMPENSATION

5 INSURANCE

6 PARTY REPRESENTATIVES

7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

§ 2.1.1.1 Supplemental Services are services that the owner and architect are aware of at the time of contracting that go beyond the traditional five phases of architectural design, whereas Additional Services are not know until after the owner/architect agreement has been signed and the project is underway.

Supplemental Services	**Responsibility** (Architect, Owner, or not provided)
§ 2.1.1.1.1 Programming	
§ 2.1.1.1.2 Multiple preliminary designs	
§ 2.1.1.1.3 Measured drawings	
§ 2.1.1.1.4 Existing facilities surveys	
§ 2.1.1.1.5 Site evaluation and planning	
§ 2.1.1.1.6 Building Information Model management responsibilities	
§ 2.1.1.1.7 Development of Building Information Models for post construction use	

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§ 2.1.1.1.8 Civil engineering	
§ 2.1.1.1.9 Landscape design	
§ 2.1.1.1.10 Architectural interior design	
§ 2.1.1.1.11 Value analysis	
§ 2.1.1.1.12 Detailed cost estimating	
§ 2.1.1.1.13 On-site project representation	
§ 2.1.1.1.14 Conformed documents for construction i.e. issued for construction	
§ 2.1.1.1.15 As-designed record drawings	
§ 2.1.1.1.16 As-constructed record drawings; CAD based files for owners	
§ 2.1.1.1.17 Post-occupancy evaluation; facility management software	
§ 2.1.1.1.18 Facility support services	
§ 2.1.1.1.19 Tenant-related services	
§ 2.1.1.1.20 Architect's coordination of the Owner's consultants	
§ 2.1.1.1.21 Telecommunications/data design	
§ 2.1.1.1.22 Security evaluation and planning	
§ 2.1.1.1.23 Commissioning	
§ 2.1.1.1.24 Sustainable project services	
§ 2.1.1.1.25 Fast-track design services	
§ 2.1.1.1.26 Multiple bid packages	
§ 2.1.1.1.27 Historic preservation	
§ 2.1.1.1.28 Furniture, furnishings, and equipment design	
§ 2.1.1.1.29 Other services provided by specialty Consultants	
§ 2.1.1.1.30 Other Supplemental Services	

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Additional Services are services know after issuance of B221-2018 Service Order and will be captured in a separate B221 supplemental document if needed.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

.2 Substantial Completion date:

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

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.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

.3 Other
(Describe the method of compensation)

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

See Master Agreement B121™-2018 dated January 1, 2025

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

See Master Agreement B121™-2018 dated January 1, 2025

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.
(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage	Limits

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

Trista Hobbs
100 N Jefferson St, Rm 300
Green Bay, Wisconsin 54301

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§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Steve Srubas, AIA
Berners-Schober Associates, Inc.
310 Pine Street
Green Bay, Wisconsin 54301

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

.1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

.2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

.3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

This Service Order entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Steve Grenier, Director of Public Works City of Green Bay	Ian W. Griffiths, President Berners-Schober Associates, Inc.
(Printed name and title)	*(Printed name, title, and license number, if required)*

EXAMPLE

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User Notes: (1432963148)

AIA® Document C106™ – 2022

Digital Data Licensing Agreement

AGREEMENT made as of the First day of January in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

BETWEEN the Party transmitting Digital Data ("Transmitting Party"):
(Name, address, and contact information, including electronic addresses)

BERNERS-SCHOBER ASSOCIATES, INC.
310 Pine Street
Green Bay, Wisconsin 54301

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Party receiving the Digital Data ("Receiving Party"):
(Name, address, and contact information, including electronic addresses)

CITY OF GREEN BAY
100 North Jefferson Street
Green Bay, Wisconsin 54301

for the following Project:
(Name and location or address of the Project)

Projects under the Prime Agreement between City of Green Bay
and Berners-Schober Associates, Inc between January1, 2025, and December 31, 2026.

for the following Digital Data ("Digital Data"):
(Identify below, in detail, the information created or stored in digital form that the Parties intend to be subject to this Agreement.)

The Transmitting Party and Receiving Party agree as follows.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 TRANSMISSION OF DIGITAL DATA

3 LICENSE CONDITIONS

4 LICENSING FEE OR OTHER COMPENSATION

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data and to set forth the license terms.

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User Notes: (1212961609)

§ 1.2 This Agreement is the entire and integrated agreement between the Parties. Except as specifically set forth herein, this Agreement does not create any other contractual relationship between the Parties.

§ 1.3 Confidential Digital Data is Digital Data containing confidential or business proprietary information that the Transmitting Party designates as "confidential."

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively for the uses, and in accordance with the terms, set forth in Article 3.

§ 2.2 Only the Receiving Party is permitted to access and use the Digital Data. Unlicensed and unauthorized access or use by third parties is strictly prohibited except as set forth in Section 2.4.1.

§ 2.3 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party is the copyright owner of the Digital Data or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

§ 2.4 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. Where the Transmitting Party has designated information furnished pursuant to this Agreement as "confidential," the Receiving Party shall keep the information confidential and shall not disclose it to any other person or entity except as set forth in Section 2.4.1.

§ 2.4.1 The Receiving Party may disclose Confidential Digital Data after seven (7) days' notice to the Transmitting Party where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Receiving Party may also disclose Confidential Digital Data to its employees, consultants, sureties, subcontractors and their employees, sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.5 By transmitting Digital Data, the Transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the Receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to those uses, and in accordance with the terms, set forth in Article 3, and nothing contained in this Agreement conveys any other right to use the Digital Data.

§ 2.6 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

§ 2.7 Transmission of the Digital Data does not abridge or extinguish the Transmitting Party's rights, including, to the extent applicable, exclusive ownership interest, in such information under all applicable state, federal, and international laws including, without limitation, laws governing the protection of copyrights and intellectual property.

§ 2.8 ~~The provisions of this Article 2 shall survive the termination of this Agreement.~~If the Receiving Party receives Digital Data prior to any agreement to, and documentation of, the Digital Data protocols a document between the Parties establishing such protocols, the Receiving Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at the Receiving Party's sole risk and without liability to the Transmitting Party and its contractors, consultants, agents and employees. Following agreement to, and documentation of, the Digital Data protocols, if the Receiving Party uses Digital Data inconsistent with the authorized uses identified in such Digital Data protocols, that use shall be at the sole risk of the Receiving Party.

§ 2.9 The provisions of this Article 2 shall survive the termination of this Agreement.

ARTICLE 3 LICENSE CONDITIONS

§ 3.1 The Receiving Party may use and rely upon the Digital Data to the extent set forth in this Article 3.
(Choose only one option below.)

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[X] **§ 3.1.1** The Digital Data is transmitted solely for the Receiving Party's information. Receiving Party acknowledges that any use of the Digital Data shall be at Receiving Party's sole risk. The Receiving Party accepts the Digital Data "as is" without any warranty or representations from the Transmitting Party as to whether the Digital Data is accurate, complete, or fit for use as intended by the Receiving Party. The Receiving Party is solely responsible for verifying whether the Digital Data is accurate, complete, or fit for the Receiving Party's intended use.

[ ] **§ 3.1.2** Other:
(Identify terms, permitted uses, or other conditions related to the Digital Data.)

§ 3.2 If no specific terms or uses are selected or set forth in Section 3.1, then the Receiving Party may use the Digital Data at its sole risk pursuant to the terms and conditions set forth in Section 3.1.1.

ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation for the Receiving Party's use of the Digital Data:
(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)

$0.00

This Agreement is entered into as of the day and year first written above and terminates one year from said date, except as set forth below.
(Indicate when this Agreement will terminate, if other than one year from the date it was entered into, and other conditions related to termination.)

N/A

TRANSMITTING PARTY *(Signature)*	**RECEIVING PARTY** *(Signature)*
Berners-Schober Associates, Inc. Ian W. Griffiths, President	Steve Grenier, Director of Public Works City of Green Bay
(Printed name and title)	*(Printed name and title)*

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User Notes: (1212961609)

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # L.5

To approve the request by Department of Public Works on a parking rental agreement for a proposed development at 425 Pine Street.

BACKGROUND

Planning Department and Living Downtown LLC have entered into an agreement for the US Bank Building (425 Pine Street) to redevelop the upper floors into dwelling units. The developer plans to build up to 55 units with an average need of 1.5 parking stalls per unit. Planning Department, the developer and Parking Division have negotiated a typical rental agreement for those stalls.

RECOMMENDATION

Approve agreement with Living Downtown LLC associated with development at 425 Pine Street for rental parking in Pine Street Ramp.

FISCAL IMPACT

ATTACHMENTS

1. 2024 Parking Agreement - US Bank Building-Besaw-unsigned

PARKING RENTAL AGREEMENT
425 PINE STREET CONDOMINIUMS

This PARKING AGREEMENT is made this _____ day of December 2024 by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation ("CITY"), and LIVING DOWNTOWN LLC, a Wisconsin limited liability company ("LESSEE").

1. CITY hereby agrees to provide fifty (50) parking spaces in the Pine Street Ramp for LESSEE in association with rental units located at 425 Pine Street. The number of spaces rented may be adjusted up or down by LESSEE, dependent on LESSEE needs. LESSEE shall be responsible for notifying CITY of the number of spaces required for the upcoming month, which notification may be made verbally, in writing, or by electronic mail. If CITY does not receive notification by the last day of the month from LESSEE regarding number of parking spaces required for the following month, then the CITY will invoice for the number of parking spaces on the previous invoice. The City of Green Bay Parking Division group rental rate structure shall be used to determine the per space rental rate.

2. LESSEE shall have the right to install "reserved for" signing for no more than twenty-five (25) of the parking spaces rented under this agreement. The "reserved for" parking spaces shall be adjacent to each other and located on level four (4) of the parking ramp. Sign text shall include designations or numbering as agreed upon between LESSEE and CITY. CITY shall install and remove signing and provide mounting hardware at its cost. LESSEE shall provide signs at its cost.

3. LESSEE shall have the right to relocate some or all parking spaces to another Parking Division ramp upon written request to the CITY, depending on available space in those other facilities. If this occurs, rental rate shall be adjusted depending on the parking rate at each facility at the time of the change. Total number of spaces rented in multiple facilities will be used to calculate any applicable volume discount rate in each individual ramp.

4. Use and charges for parking spaces shall commence on such date ("Commencement

Date") as set forth by written notice from LESSEE to CITY and shall remain in effect from the Commencement Date until December 31, 2029, with allowance for six (6) additional five-year extensions through December 31, 2059. Agreement extensions shall be effectuated automatically, subject to LESSEE's ability to terminate this agreement as set forth in Section 9 below.

5. Beginning on January 1, 2025, LESSEE shall pay to CITY the established parking rate of $74.20 per space PLUS applicable sales tax. A volume discount rate applies if the number of rented stalls exceeds 100. Parking rental rates are subject to change annually. Notice of rental rate adjustment shall be given by CITY to LESSEE prior to December 31st of each year.

6. CITY will invoice LESSEE for active parking passes prior to the end of each month. Invoice shall be for the forthcoming month. Invoice payment is due within fifteen (15) days of invoice. It is understood and agreed by and between the parties that time is of the essence with respect to payment of the monthly rental fee set forth above. Unless such failure or withholding of payment is related to the CITY's breach of its obligations under this Agreement, failure on the part of LESSEE to make payment in accordance with the terms of this Agreement, with such failure continuing for more than five (5) business days after having been notified by CITY of such failure to pay, shall result in suspension of LESSEE's ability to use the parking spaces until such payment is made. In the event LESSEE fails to make the payment within thirty (30) days of such notification from the CITY, and such failure or withholding of payment is not related to the CITY's breach of its obligations under this Agreement, the CITY may terminate this Agreement upon written notice; and CITY may enter upon and expel LESSEE from said premises forthwith, including issuance of parking citations.

7. It is understood and agreed by and between both parties that all parking spaces provided hereunder shall be used only for the purpose of parking vehicles associated with occupancy of LESSEE's building space and shall not be subleased to a third party.

8. LESSEE shall indemnify and hold harmless the CITY from all damage, loss, or liability of any kind whatsoever arising out of the use of rented space. LESSEE hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of LESSEE or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable except to the extent such liability results from the negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

9. The LESSEE may terminate the Agreement by submitting a 30-day written notice to the CITY. Unless otherwise specified in this Agreement, all notices shall be in writing and sent to:

CITY: City of Green Bay Parking System Division
100 North Jefferson Street, Room 300
Green Bay, WI 54301
gbparking@greenbaywi.gov

LESSEE: Living Downtown LLC
1150 Springhurst Drive
Green Bay, WI 54304
tim@besawrealty.com

Any notice sent by overnight delivery shall be deemed to have been received upon delivery. Any notice given by hand delivery or email shall be deemed delivered on receipt. The LESSEE is

responsible for the payment of all fees incurred prior to termination. If termination results in a partial month of occupancy, no refund or discount will be issued by CITY. Each party may, upon written notice to the other party, provide updated notice information for such party.

10. This Agreement may be assigned to another LESSEE party, LESSEE's mortgagee, or purchaser of LESSEE 's property provided, however, that this provision shall not be construed to extend any rights, duties, privileges, or benefits to such assignee beyond those specifically contained herein. LESSEE shall notify CITY in writing of any assignment hereof within thirty (30) days of such assignment.

11. LESSEE shall be free to assign this Agreement, without need for CITY's consent, to any entity wholly owned by LESSEE or another entity owned by the any of the owners of LESSEE. Any other assignment of this Agreement other than to LESSEE's mortgagee or purchaser shall require the written permission of the CITY, which shall not be unreasonably withheld, conditioned or delayed. Any assignment shall not relieve LESSEE of any outstanding obligations or duties under this Agreement, including payments of rent on parking spaces prior to assignment of the Agreement to others.

(signatures on following page)

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

CITY OF GREEN BAY

Dated:_____, 2024

By:_____
Eric Genrich, Mayor

By:_____
Celestine Jeffreys, City Clerk

LIVING DOWNTOWN LLC

Dated:_____, 2024

By:_____
Tim J. Besaw, Managing Member

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # L.6

To approve the request by Department of Public Works on the review and approval of the 2025 Special Assessment factors and rates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2025 Pavement Special Assessment Rates

Inter-Office Memo

Date: 1-3-25

To: Steven Grenier

CC: Pat Molski

From: James Brunette

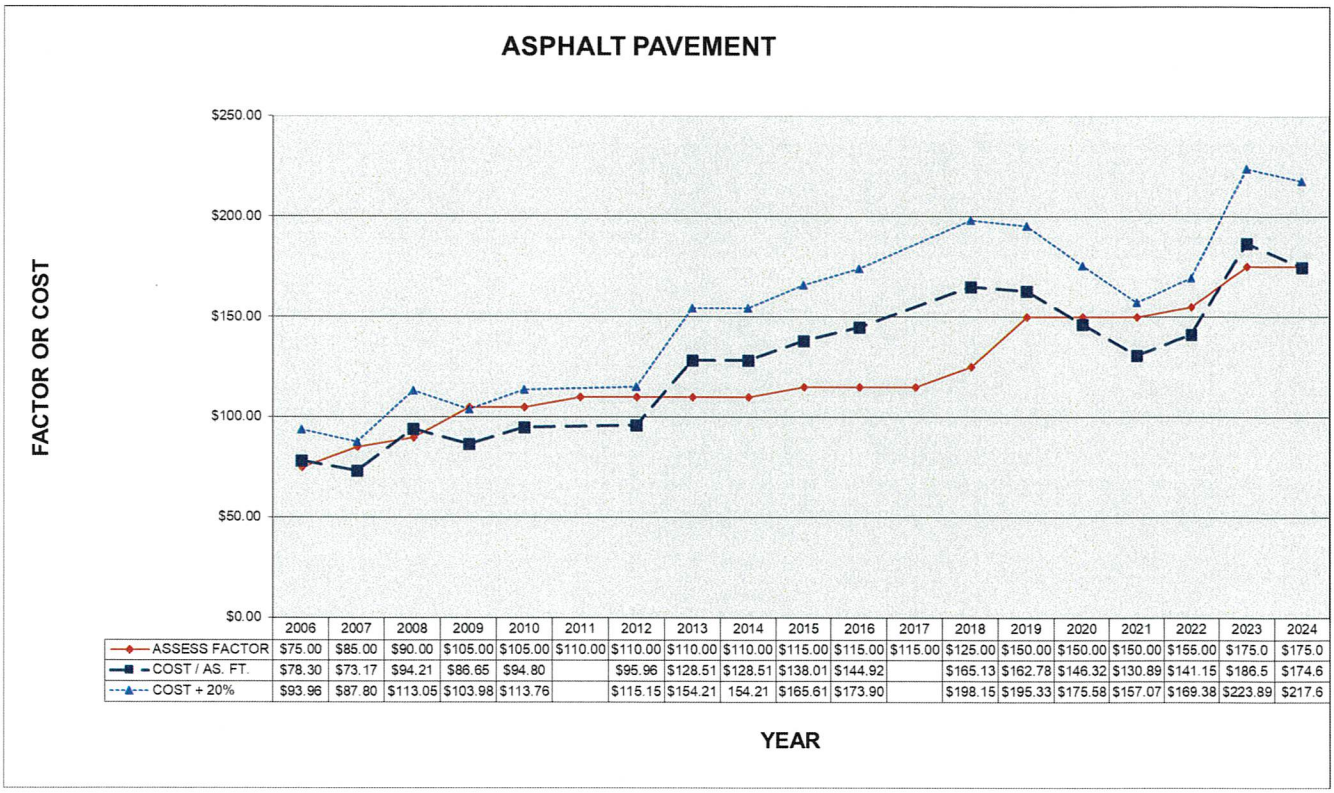
Re: 2025 Pavement Assessment Rates

Steve,

The 2025 pavement assessment rates should go to the January 15 I&S meeting. My review and recommendations are as follows:

Asphalt Reconstruction

- The City reconstructed three asphalt streets in 2024, South Maple Avenue (Ninth Street to North Termini), Finger Road (Superior Road to Challenger Road), and Woodlawn Avenue (Shawano Avenue to Dousman Street).
- South Maple Street was reconstructed to a clear width of 36'. The average cost per assessable foot for this segment was $156.72 (actual constructed cost) and $156.72 (adjusted construction cost for 36' clear width).
- Finger Road was reconstructed to a clear width of 27'. The average cost per assessable foot for this segment was $129.68 (actual constructed cost) and $176.33 (adjusted construction cost for 36' clear width).
- Woodlawn Avenue was reconstructed to a clear width of 24'. The average cost per assessable foot for this segment was $132.26 (actual constructed cost) and $206.78 (adjusted construction cost for 36' clear width).
- With all of the asphalt streets considered, the average cost per assessable foot adjusted was $180.32
- Based upon those costs, along with the projected cost per assessable footage for a generic street ($203.33), I would recommend the **2025 asphalt pavement assessment factor increase to $195/ft**.
- As a note, we did raise rates from $155/ft in 2022 to $175/ft in 2023 and remained at $175/ft in 2024.
- I included the graph of project costs/assessable foot from 2024 determination, for reference.



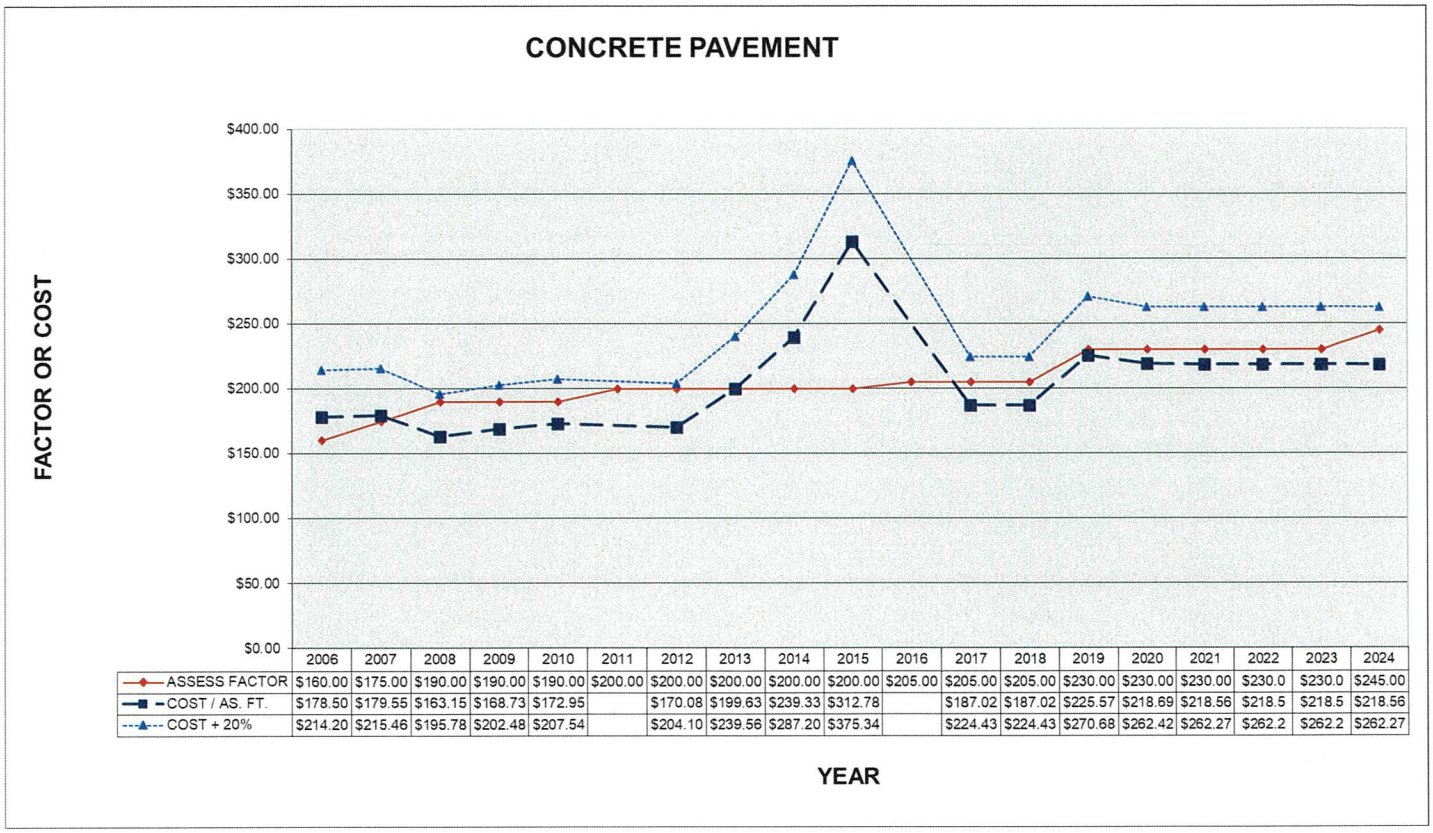
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
ASSESS FACTOR	$75.00	$85.00	$90.00	$105.00	$105.00	$110.00	$110.00	$110.00	$110.00	$115.00	$115.00	$115.00	$125.00	$150.00	$150.00	$150.00	$155.00	$175.0	$175.0
COST / AS. FT.	$78.30	$73.17	$94.21	$86.65	$94.80		$95.96	$128.51	$128.51	$138.01	$144.92		$165.13	$162.78	$146.32	$130.89	$141.15	$186.5	$174.6
COST + 20%	$93.96	$87.80	$113.05	$103.98	$113.76		$115.15	$154.21	154.21	$165.61	$173.90		$198.15	$195.33	$175.58	$157.07	$169.38	$223.89	$217.6

Concrete Reconstruction

- The City did not reconstruct any concrete streets in 2024, however, the City did reconstruct one concrete street in 2021, Gray Street (Mather Street to Dousman Street). Gray Street costs were used in the determination of the 2025 assessment rate.
- This segment of Gray Street was reconstructed to a clear width of 36'. Due to poor subgrade soils in the area, the pavement section involved an additional subgrade cut of 12", geotextile fabric, and 12" of CABC 3" stone. This upgraded pavement section resulted in higher cost per assessable footage ($252.07-actual constructed, $303.66 adjusted).
- The assessment factor did increase from $230/ft in 2019 to $245/ft in 2023 to keep in line with the upward trend of concrete construction costs.

- Based on the average cost per sy of concrete pavement in 2021, along with the ENR Construction Cost Index increase from 2021 to 2022, I would recommend that the

- **2025 concrete pavement assessment factor increase to $265/ft**
- I included the graph of project costs/assessable foot from 2024 determination, for reference.



	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
ASSESS FACTOR	$160.00	$175.00	$190.00	$190.00	$190.00	$200.00	$200.00	$200.00	$200.00	$200.00	$205.00	$205.00	$205.00	$230.00	$230.00	$230.00	$230.0	$230.0	$245.00
COST / AS. FT.	$178.50	$179.55	$163.15	$168.73	$172.95		$170.08	$199.63	$239.33	$312.78		$187.02	$187.02	$225.57	$218.69	$218.56	$218.5	$218.5	$218.56
COST + 20%	$214.20	$215.46	$195.78	$202.48	$207.54		$204.10	$239.56	$287.20	$375.34		$224.43	$224.43	$270.68	$262.42	$262.27	$262.2	$262.2	$262.27

Resurfacing

- Based on the spreadsheet of the 2024 resurfacing street costs, the following 2025 resurfacing assessment rates would be recommended:

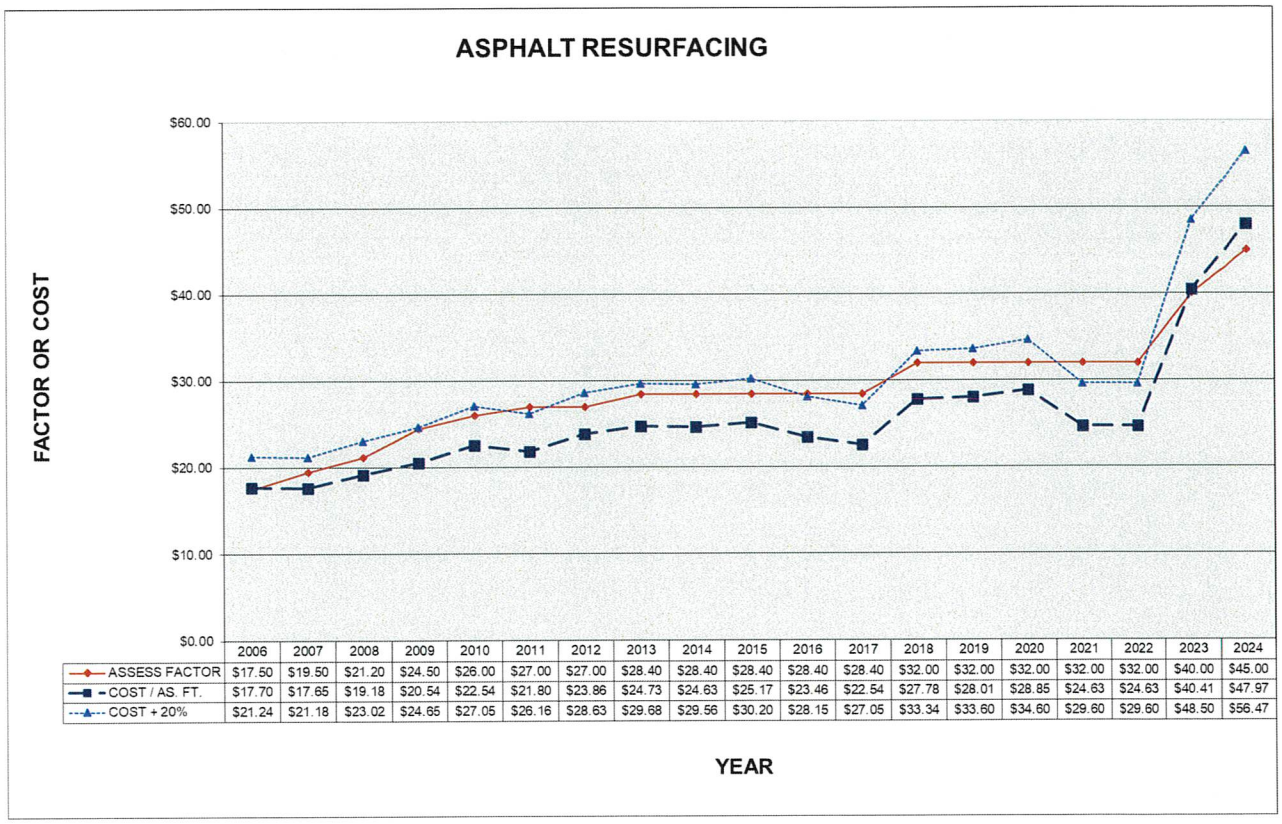
ASSESSMENT FACTOR = $47.50

RESIDENTIAL RATE 60% = $28.50

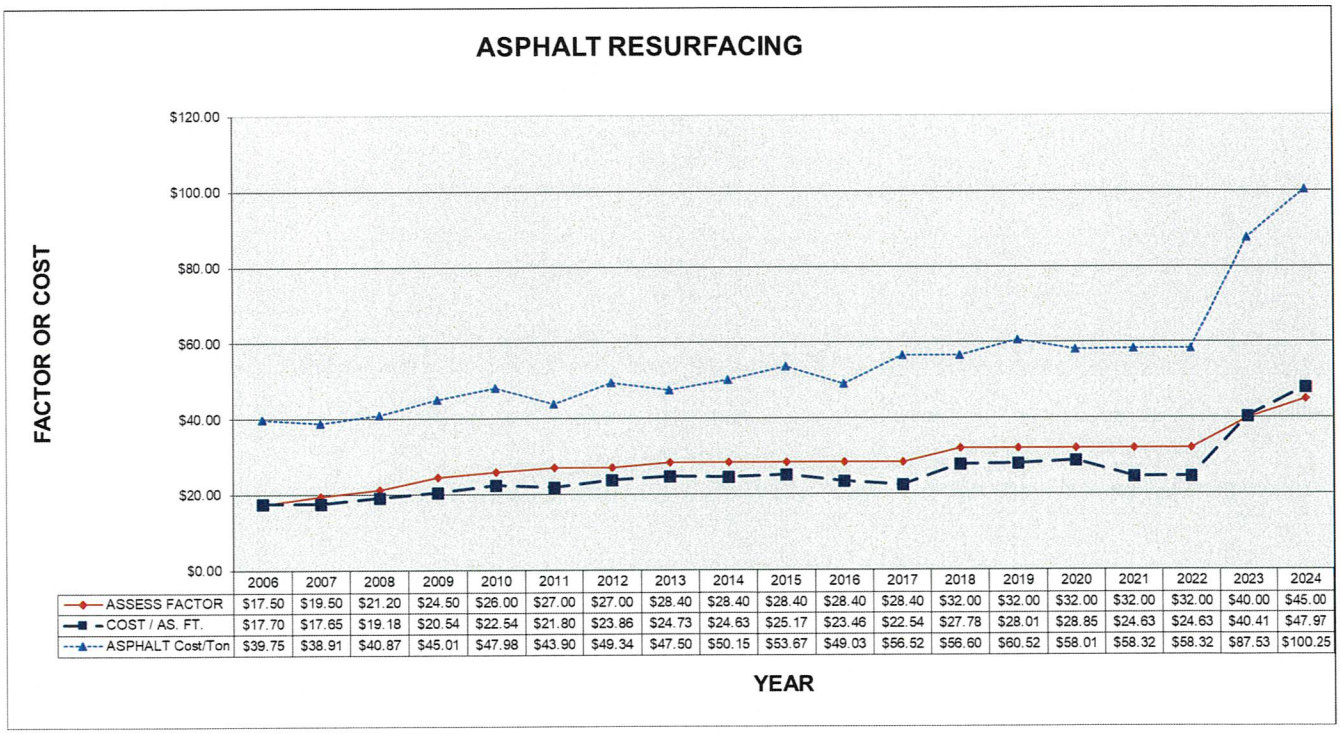
RESIDENTIAL ON BUS/TRUCK ROUTE 60% - 10% = $25.65

OTHER RATE 90% = $42.75

- The asphalt resurfacing assessment factor was raised from $28.40 in 2018 to $32.00 in 2019, and $40.00 in 2023. The assessment factor that was calculated using 2023 costs plus 15% was $46.47. The proposed 2022 assessment factor of $40.00 is less than the calculated assessment rate factor plus 15%, even though the assessment factor should generally be within 15% to 20% of the cost per foot to allow for engineering and administration. To keep up with the increased cost of asphalt pavement in 2024 and the anticipated increasing cost of asphalt pavement in 2025, while not exorbitantly increasing the assessment factor, **it is recommended that the assessment factor be raised to $47.50.**



	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
ASSESS FACTOR	$17.50	$19.50	$21.20	$24.50	$26.00	$27.00	$27.00	$28.40	$28.40	$28.40	$28.40	$28.40	$32.00	$32.00	$32.00	$32.00	$32.00	$40.00	$45.00
COST / AS. FT.	$17.70	$17.65	$19.18	$20.54	$22.54	$21.80	$23.86	$24.73	$24.63	$25.17	$23.46	$22.54	$27.78	$28.01	$28.85	$24.63	$24.63	$40.41	$47.97
COST + 20%	$21.24	$21.18	$23.02	$24.65	$27.05	$26.16	$28.63	$29.68	$29.56	$30.20	$28.15	$27.05	$33.34	$33.60	$34.60	$29.60	$29.60	$48.50	$56.47



	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
ASSESS FACTOR	$17.50	$19.50	$21.20	$24.50	$26.00	$27.00	$27.00	$28.40	$28.40	$28.40	$28.40	$28.40	$32.00	$32.00	$32.00	$32.00	$32.00	$40.00	$45.00
COST / AS. FT.	$17.70	$17.65	$19.18	$20.54	$22.54	$21.80	$23.86	$24.73	$24.63	$25.17	$23.46	$22.54	$27.78	$28.01	$28.85	$24.63	$24.63	$40.41	$47.97
ASPHALT Cost/Ton	$39.75	$38.91	$40.87	$45.01	$47.98	$43.90	$49.34	$47.50	$50.15	$53.67	$49.03	$56.52	$56.60	$60.52	$58.01	$58.32	$58.32	$87.53	$100.25

Please let me know if you recommend any changes.

CITY OF GREEN BAY		
SPECIAL ASSESSMENT FACTORS AND RATES		
2025 FACTORS AND RATES		
I. SANITARY SEWER	2024 RATES	2025 RATES
Sewer	$65.00 Per Front Foot	$85.00 Per Front Foot
Sewer with Rock Excavation	$100.00 Per Front Foot	$100.00 Per Front Foot
4" Sanitary Connection	$1,750.00 Each	$1,750.00 Each
with Rock Excavation	$2,800.00 Each	$2,800.00 Each
6" Sanitary Connection	$2,050.00 Each	$2,050.00 Each
with Rock Excavation	$2,875.00 Each	$2,875.00 Each
II. STORM SEWER		
Sewer	$65.00 Per Front Foot (New Streets, and Type B Streets in Urban Expansion & Reserve Districts and new main installation)	$65.00 Per Front Foot (New Streets, and Type B Streets in Urban Expansion & Reserve Districts and new main installation)
6" Storm Connection	$1,150.00 Each	$1,150.00 Each
12" Storm Connection	$2,050.00 Each	$2,050.00 Each
Stormwater Management (Fee in lieu of)	$4,200.00 Per ERU	$4,200.00 Per ERU
III. WATER		
Residential and Other Ordinary Users	$75.00 Per Front Foot	$75.00 Per Front Foot
with Rock Excavation	$105.00 Per Front Foot	$105.00 Per Front Foot
User Requiring Larger Than 8" Mains	$85.00 Per Front Foot	$85.00 Per Front Foot
with Rock Excavation	$115.00 Per Front Foot	$115.00 Per Front Foot
1" Lateral with New Water Main	$2,300.00 Each	$2,300.00 Each
with Rock Excavation	$3,300.00 Each	$3,300.00 Each
1" Lateral on Existing Water Main	$3,300.00 Each	$3,300.00 Each
with Rock Excavation	$4,300.00 Each	$4,300.00 Each
New 1" Service Connection	Actual Cost	Actual Cost
New Larger than 1" Service Connection	Actual Cost	Actual Cost

IV. STREET CONSTRUCTION ASSESSMENT RATES Assessment Factor =	2024 RATES ASPHALT PAVEMENT $175.00	2024 RATES CONCRETE PAVEMENT $245.00	2025 RATES ASPHALT PAVEMENT $195.00	2025 RATES CONCRETE PAVEMENT $265.00
1. Type "A" Street (New Street, Not Previously Open to Traffic)				
Residential Zones	$175.00	$175.00	$195.00	$195.00
All Other Zone Classifications (1 and 2 Family Use Apply Residential Zones Rate)	$175.00	$245.00	$195.00	$265.00
2. Type "B" Street (Existing Street, No Curb & Gutter)				
Residential Zones	$105.00	$105.00	$117.00	$117.00
All Other Zone Classifications (1 and 2 Family Use Apply Residential Zones Rate)	$157.50	$220.50	$175.50	$238.50
3. Type "C" Street (Existing Street, Has Pavement and Curb & Gutter)				
A. Local Streets				
Residential Zones	$52.50	$52.50	$58.50	$58.50
Residential Zones on Bus and/or Heavy Traffic Routes	$47.25	$47.25	$52.65	$52.65
All Other Zone Classifications (1 and 2 Family Use Apply Residential Zones Rate)	$113.80	$159.30	$126.80	$172.30
B. STP and NHS Streets				
Residential Zones	$35.00	$35.00	$39.00	$39.00
Residential Zones on Bus and/or Heavy Traffic Routes	$31.50	$31.50	$35.10	$35.10
All Other Zone Classifications (1 and 2 Family Use Apply Residential Zones Rate)	$113.80	$159.30	$126.80	$172.30

V. ASPHALT RESURFACING ALL STREET TYPES Assessment Factor =	2024 RATES ASPHALT RESURFACING $45.00	2025 RATES ASPHALT RESURFACING $47.50
Residential Zones	$27.00	$28.50
Residential Zones on Bus and/or Heavy Traffic Routes	$24.30	$25.65
All Other Zone Classifications (1 and 2 Family Use Apply Residential Zones Rate)	$40.50	$42.75

	2024 RATES	2025 RATES
INTEREST RATE FOR UNPAID SPECIAL ASSESSMENTS	5.75%	5.90%

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # L.7

To receive and place on file the award of Request for Quote POLICE STATION PARTIAL REROOF project to Mathena Roofing & Sheet Metal, Inc. in the amount of $25,803.

BACKGROUND

The epdm roofs over the Police Station Vestibules are beyond their useful life. DPW estimated cost of replace at less than $25,000. As such, Request for Quotes was publicly noticed and 3 quotes were received for the work.

RECOMMENDATION

Department of Public Works recommends awarding the project to Mathena Roofing & Sheet Metal, Inc. The Police Department supports the recommendation. As the total project cost is less than $50,000, the project was approved to award by Department Head.

FISCAL IMPACT

1. ARPA funds in the amount of $20,000 were allocated for the project. The Police Department building maintenance fund will cover the additional costs.

ATTACHMENTS

1. Bid Comparison - Public

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
100 N. Jefferson Street, Room 300
Green Bay, WI 54301
Tel (920) 448-3100
Fax (920) 448-3102

BID COMPARISON

PROJECT #: Police Station Partial Reroof

FUNDING #:

DATE: December 13, 2024

CONTRACT: RFQ - Police Station Partial Reroof

ITEM NO.	DESCRIPTION	Quantity	UNIT	Mathena Roofing		Crafts Incorporated		Oshkosh Industrial	
				UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT
1.00	Police Station Partial Reroof	1.00	LS	$25,803.00	$25,803.00	$37,940.00	$37,940.00	$48,950.00	$48,950.00
			TOTALS:		$25,803.00		$37,940.00		$48,950.00

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # L.8

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

A. Granting of Licenses

1. Sidewalk Builder

a. Howard Immel, Inc.
b. J&D Services, LLC
c. Martell Construction, Inc.
d. McDonald Services, LLC
e. Rabine America Maintenance, LLC
f. RG Hendricks Concrete Construction
g. Verheyen Construction Co.
h. IEI General Contractors, Inc.

2. Tree & Brush Trimmer

a. A Four Season Tree Care
b. A to Z Tree Service, LLC
c. All Wi Tree Service LLC
d. Asplundh Tree Expert, LLC
e. Best Enterprises, LLC
f. Best Stump Grinding, LLC
g. Epic Innovations, LLC; Epic Tree Care
h. Fall-Rite Services, LLC
i. Holtger Bros., Inc.
j. J&D Services, LLC
k. R&J Tree Services
l. Rigo's Landscaping, LLC
m. SDA Lawnservice, LLC
n. Selner Tree & Shrub Care
o. Tree-B-Gone, LLC
p. Treeo's Tree Service, Inc.

3. Underground Sprinkler

a. Irrigation Company, LLC
b. Rainmaster Irrigation, Inc.
c. Robert's Quality Irrigation, LLC
d. The Sprinkler Company, Inc.

e. Fox Valley Irrigation, Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # L.9

To approve the request by WPS for a Utility Easement in 8th Street Park to run electricity to a new siren site.

BACKGROUND

RECOMMENDATION

Staff recommends approval.

FISCAL IMPACT

ATTACHMENTS

1. 508 8th Street Easement

Wisconsin Public Service Corporation
P.O. Box 19001
Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

1/10/2025

City of Green Bay, a Municipal Corporation
100 N Jefferson St.
Green Bay, Wisconsin, 54301-5006

Dear Customer:

You or your agent recently worked with a Wisconsin Public Service Corporation representative to define the location of an easement at ***508 8th St. in the City of Green Bay, County of Brown, State of Wisconsin.***

I have enclosed two copies of the easement for your review. The exhibit is only temporary until the final one can be completed. When the final exhibit is complete we will send it along with a copy of the easement for your review. After you review the exhibit, the document will be recorded with the Office of the Register of Deeds. Signing this document will allow Wisconsin Public Service Corporation to install facilities on your property in the location described in the easement.

Please note that the Public Service Commission entitles you to a minimum of five days to examine the materials provided. However, you have the option to waive the five-day review period and sign and return the easement at any time.

*You will note that the documents **require** you to sign them in the presence of a **Notary Public**.* Please make the necessary arrangements to meet with a Notary Public in your vicinity and have the Notary sign the documents where indicated. All signatures and blanks filled in must be completed in **BLACK INK** to be accepted by the Register of Deeds for recording.

Please return *one* of the documents to me in the pre-paid envelope provided at your earliest convenience. The second document is for your records. Installation cannot be scheduled until the completed document has been received.

Please contact me if you have any questions regarding the easement. Please refer to Work Request **WMIS-3439892.**

Kate Troudt- Right of Way Agent
Wisconsin Public Service Corporation
(920) 433-1816
Katherine.Troudt@wisconsinpublicservice.com

Enclosed

3328352	Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Green Bay, a Municipal Corporation** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lot 2 of Certified Survey Map No. 7777 Recorded in the Brown County Register of Deeds Volume 53 of Certified Survey Maps on Page 287 as Document 2358500; being part of Private Claim 6, **City of Green Bay, County of Brown, State of Wisconsin, as shown on the *attached Exhibit "A".***

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number (PIN)

1-836

1. **Purpose: ELECTRIC OVERHEAD & UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, and to construct, erect, operate, maintain and replace overhead utility facilities, including a line of poles, together with the necessary conductors, anchors, guy wires, underground cable, pedestals, riser equipment and all other appurtenant equipment above ground, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed by Grantee whenever it decides it is necessary so as not to interfere with Grantee's use of the easement area.

2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review**: Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

City of Green Bay, a Municipal Corporation
Organization Name

Sign Name

Print Name & Title

Sign Name

Print Name & Title

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ **City of Green Bay, a Municipal Corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name

Print Name

Notary Public, State of

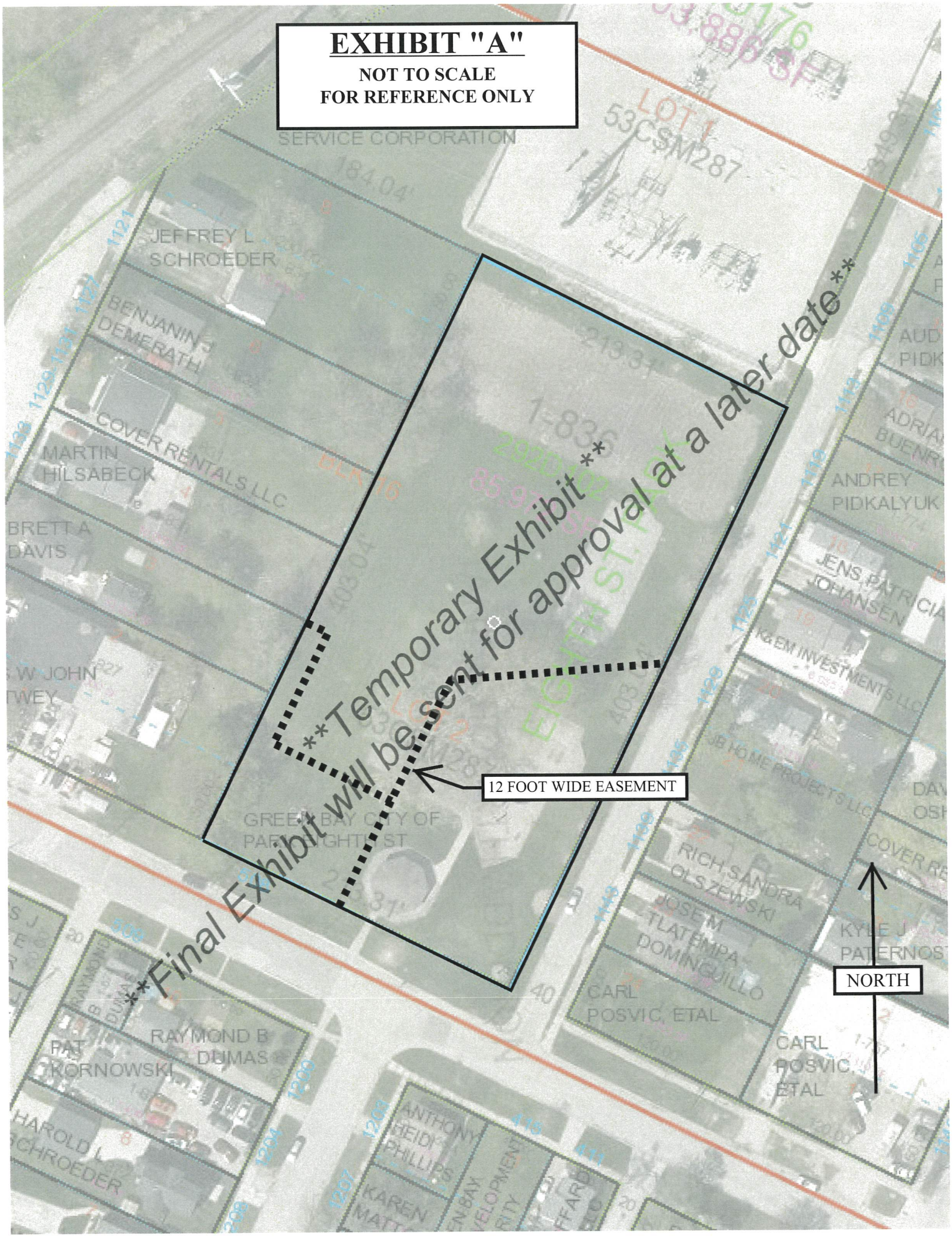
My Commission expires:

This instrument drafted by: Kate Troudt
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1482848	WMIS-3439892	3328352	INT11-482-848

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY



S ASHLAND AV
1-1404
C/L WIDTH VARIES
1-1444
10.169 AC
2-951
2.996 AC
159.06'
441.85'
1-835
361D176
103,886 SF
LOT 1
53CSM287
1-1404
OUT LOT 1
53CSM287
184.04'
349.31'
213.31'
1-836
292D102
65,972 SF
EIGHTH ST. PARK
403.04'
403.04'
LOT 2
53CSM287
213.31'
S MAPLE AV
S CHESTNUT AV
S BROADWAY
8TH ST
BLK 16
BLK 17
BLK 26
BLK 27
BLK 25

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # M.1

To amend and approve a request by the Sardine Can at 128 S. Broadway to temporarily extend their license premises to their back parking lot for the following dates: May 3, 5, 7, 10, 11, 14, 17, 18, 21, 24, 25, 28, 30, 31; June 4, 6, 7, 11, 13, 14, 18, 20, 21, 25, 27, and 28.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 24-25 requested dates-Sardine Can
2. Block Party Map 2025
3. 2025 Block Party Application Letter

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # M.3

To hold a request by Bay Family Restaurant at 1301 S. Military Ave. to temporarily extend their license premises to their parking lot April 21-27, 2025.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. map_bay family restaurant
2. Bay Motel & Family Restaurant
3. Jan 13 P&P Meeting Notice

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # M.4

To grant an original application for a "Class A" Liquor and Class "A" Beer license for Townhub LLC at 2030 University Ave. with a license premises description as "beer cave, liquor cabinet, in the office, on the shelves, inside the store" (Currently licensed as Neo Beverages, LLC).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. lease
2. business security plan
3. application

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # M.5

To grant an original application for an available "Class B" Liquor and Class "B" Beer license for Irish Temper, LLC at 240 N Broadway with a license premises description as "SUITE B, SINGLE-RM PUB, SHARED KITCHEN (REAR), STORAGE BEHIND THE BAR, DOWNSTAIRS."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. ORG. APPLICATION

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # M.6

To grant an original application for a "Class B" Liquor and Class "B" Beer license for Happy Hour AWT, LLC at 813 S. Broadway with a license premises description as "BAR AREA, BACK AREA, STOCK ROOM, PATIO" (Currently licensed as The Public Haus, LLC)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 813 s broadway org application
2. patio-813 s broadway

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # M.7

To grant an original application for a "Class B" Liquor and Class "B" Beer license for Legend Larry's, LLC at 2035 University Ave. with a license premises description as basement and first floor (Currently licensed as Mo-J Willis, Inc.)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. legend larrys-business security plan.pdf
2. LEGEND LARRY'S ORG APPLICATION

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # M.8

To grant an original liquor license application for a "Class B" Liquor and Class "B" Beer license for CLN, LLC at 2056 Main St. with a license premises description as "main bar area, back cooler and coolers behind the bar," (Currently licensed as Allegedly, LLC).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. ORG LIQUOR LICENSE 2056 MAIN ST

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # M.9

To approve an appeal by Katie Tibbetts regarding the denial of her operator's license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Tibbetts Appeal and Application
2. P&P Notice to Attend
3. TIBBETTS CCAP
4. TIBBETTS CIB

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # M.10

To hold a request 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 (1)
2. Screenshot_20241004_151455_Drive (1)
3. Screenshot_20241004_141126_Gmail (1)
4. Alexander discharge certificate (1)
5. Screenshot_20241004_140240_Gallery (1)
6. appeal_merle alexander
7. application
8. Alexander CCAP Background
9. Alexander CIB Background
10. presence requested
11. Alexander Notice to Attend-Janaury 6

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # M.11

To hold appeal by Sabryna Beaudoin regarding the denial of her operator's license, previously held at the December 9, 2024, Protection & Policy Committee Meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Appeal_Beaudoin
2. BEAUDOIN CCAP
3. BEAUDOIN CIB
4. appeal notice to attend
5. P&P Notice to Attend-E-mailed Jan. 6, 2025

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # M.12

To hold until February 24 a 2024-2025 Massage Establishment License at 1136 W Mason, previously discussed at the December 9, 2024 Protection & Policy Meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1136 W Mason Insurance
2. Background Check Denial for 1136 W Mason
3. Floor Plan
4. Inspection Denial for 1136 W Mason
5. Massage Establishment License Completed Application - Sheng
6. Yan Sheng Govt ID
7. Yan Sheng Signature
8. Clerk and Applicant Communication
9. 2025-01-10 Yan Sheng Massage License
10. 2025-01-10 1136 W Mason Cert of Ins
11. 2025-01-10 1136 W Mason Floor Plan
12. 2025-01-10 1136 W Mason Massage Application

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # M.13

Informational Only: The Clerk's Licensing Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2025.01.13 Clerk's Office Liquor Licensing Report

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

Phone 920.448.3010
Fax 920.448.3016

Licenses Granted by Council, not yet issued as of January 8, 2025

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 granted until December 31, 2024.
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 granted until December 18, 2024.
Class "B" Beer and "Class B" Liquor	Paisley Enterprises, LLC	Chefusion	307 N Broadway	Payment, Inspections. Granted at Council on 12/17/2024.

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

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # M.14

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 24-25LiqVio 01.08.25
2. Comm Police P&P 01.08.25
3. 24-25MassVio 01.08.25

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

CITY OF GREEN BAY
POLICE DEPARTMENT

TO: **PROTECTION AND POLICY COMMITTEE**

FROM: **COMMUNITY POLICING**

DATE: **January 8, 2025**

From December 4, 2024 to January 8, 2025 there have been no liquor violations, no DA referrals, one warning (see attached), and no property referrals.

On 12/22/2024, officers responded to 219 N Washington St, Player 2, and issued a warning for violation of stipulation/agreement citation for not utilizing an ID scanner as required per the Liquor License Stipulation Agreement. Owner warned for violation.

Sincerely,

LT. STEVE MAHONEY & LT. SOLOMON AYRES
DISTRICT POLICING

kc

2024/2025 MASSAGE VIOLATIONS

Subject's Name	Spa Name And Address	Date/Type Violation	Status of Case
Yan (NMI) Zhang 24-246892 2424689247901	Gonh Spa 1306 Velp Ave	09/05/2024 Violation of Massage Therapy/Bodywork Therapy Licensing	Court Date: 11/07/2024
Aihua (NMI) Chen 24-246892 2424689253401	Gonh Spa 1306 Velp Ave	09/05/2024 Violation of Massage Therapy/Bodywork Therapy Licensing	Court Date: 11/11/2024
Fengxia C. Schrader 24-246879 2424687955801	Star Massage 1136 W Mason St	09/05/2024 Violation of Massage Therapy/Bodywork Therapy Licensing	Court Date: 11/07/2024
Shixiang (NMI) Hu 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. Filion 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	PREPARED BY
January 21, 2025	

AGENDA ITEM # M.15

To approve a request by Koi Ramen at 1593 W. Mason St. to extend the issuance of their Class "B" Beer & "Class C" Wine liquor license to February 20, 2025, due to delays (Initially granted at the May 21, 2024, Common Council Meeting for the 24-25 license year).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Koi Ramen Extension Request

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
January 21, 2025	Stephanie Hummel, Staff

AGENDA ITEM # N.1

To approve the request to establish a Planned Unit Development located at 1835 Ridge Road and 1820 Frank Street with conditions. (ZP 24-40 Public Hearing held January 13, 2025).

BACKGROUND

Primary Address: 1835 S Ridge Road & 1820 Frank Street

Alderperson/District: Ald. Wery / District 8

Reason for Request: To permit the development of a mixed-use building and commercial building on these parcels

Subject Parcel Zoning and Land Use: Subject property is currently zoned Office Residential. It is a temporary parking lot vacant green space on 1835 S Ridge, and a single-family home exists at 1820 Frank Street.

Surrounding Zoning and Land Uses:
North: Low-Density Residential (R1) | Single- and Two-Family Homes
South: Public Institutional (PI) | Lambeau Field
West: Office Residential (OR) & Low-Density Residential (R1) | Two-Family Homes, Vacant Green Space, and Parking
East: Low-Density Residential (R1) | Single- and Two-Family Homes

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Low-Density Residential uses. While PUDs should generally follow the City's Comprehensive Plan, we are in the process of updating our comprehensive plan. Draft data shows this area should be designated for higher density and mixed use.

Analysis: This PUD proposal will allow for the development of two buildings on these parcels (which will be required to be combined as part of the PUD): Building A is a commercial building and Building B is a mixed-use building. The applicant refers to this development as "Lombardi Time Square". The parcel is 120,882 square feet / 2.78 acres. The applicant is looking to achieve higher density than is allowed in the base Office Residential (OR) district, aiming for requirements closer to our Downtown (D) district. Additionally, the mix of uses proposed is more appropriate under a PUD versus OR zoning.

Building A is a commercial building that will stretch across the Lombardi Avenue frontage. It will be 31,000 square feet in size with 46 underground parking stalls. There is a slope from the Lombardi/Ridge intersection headed east to the end of the parcel, which requires varied building height and stories. They are requesting a maximum height of 75 feet but anticipate the building to be only five (5) stories. The uses will primarily be retail and office, with other commercial uses allowed (based on Downtown zoning district allowed uses).

Building B is a mixed-use building located at the southeast corner of S Ridge and Thorndale. It will be 12,000

square feet in size with 18 underground parking stalls. They are requesting a maximum height of 52 feet, but only propose a four (4)-story building. The first floor will be commercial, and the top three (3) stories will be multi-family residential. There will be eight (8) units per floor, for a total of 24 units.

Impervious surface for this lot will be 95% (requirement in OR is 60% and Downtown is 100%). Requested setbacks are one (1) foot for side setbacks, and a 10-foot setback along Lombardi Avenue. With the heavy commercial presence in the area and the applicants desire for a "downtown feel", we have reduced the setbacks to a zero setback requirements for all buildings on this site. Additional, we have added a 10-foot building setback maximum along Lombardi and a five(5)-foot building setback maximum along Ridge, Thorndale, and Frank.

A parking lot setback/buffer of five (5) is still required throughout the site. Additionally, a 10-20 foot landscape buffer is required along the pedestrian right-of-way on the southeast portion of the property, compliant with Section 44-1964 of GBMC. There have been discussions about a possible pedestrian right-of-way expansion in this area; the draft PUD requires a minimum of a 10-foot buffer area regardless of this expansion.

The rest of the site will contain 119 parking stalls and landscaped areas. There are three (3) main access points for this site: Ridge Road (full 3-lane access), Thorndale Street (full 2-lane access), and Frank Street (full 2-lane access). There is an additional driveway on Thorndale directly entering underground tenant parking only.

These access points, parking, and associated road improvements are supported by an updated Traffic Impact Analysis (TIA). A TIA was originally done in 2016. With recent development in that area and much neighborhood concern about traffic, we requested an update to the TIA. This has been completed and reviewed by our Department of Public Works. Here are their conclusion comments:
"The recommended roadway improvements are expected to provide safe and efficient operations at the study intersections with the Lombardi Time Development traffic. Traffic calming treatments at the Thorndale Street/Frank Street intersection are expected to discourage cut-through traffic along Thorndale Street. Signing and marking of movement restrictions at the Thorndale site driveway will further deter development traffic from traveling into the neighborhood when leaving the site."

A neighborhood meeting was held on Thursday, October 3, 2024. Approximately 60 members of the community attended. Many in attendance had concerns about traffic, noting an 8-year-old TIA may not be reflective of current conditions. There were some concerns about building heights, but also understanding that something higher density is most appropriate along Lombardi Avenue. Some neighbors also had concerns about the number of access points to the site, noting that Thorndale will be used as a "cut-through". After this and discussions with City Staff, the applicant completed an update to the TIA, as noted above. With DPW's approval, staff is supportive of the proposed site layout.

Ald. Wery, Lombardi Neighborhood Association, and property owners within 400-feet have been notified of the request. These neighbors were also notified when this was first applied for (Fall 2024). At that time, we received some neighborhood opposition. With the updated mailing for the new proposal, we have received a few calls looking for information, a call in opposition, and the attached public comments, including a letter from the neighborhood association.

RECOMMENDATION

Approval of the request, subject to the draft PUD and the following condition:

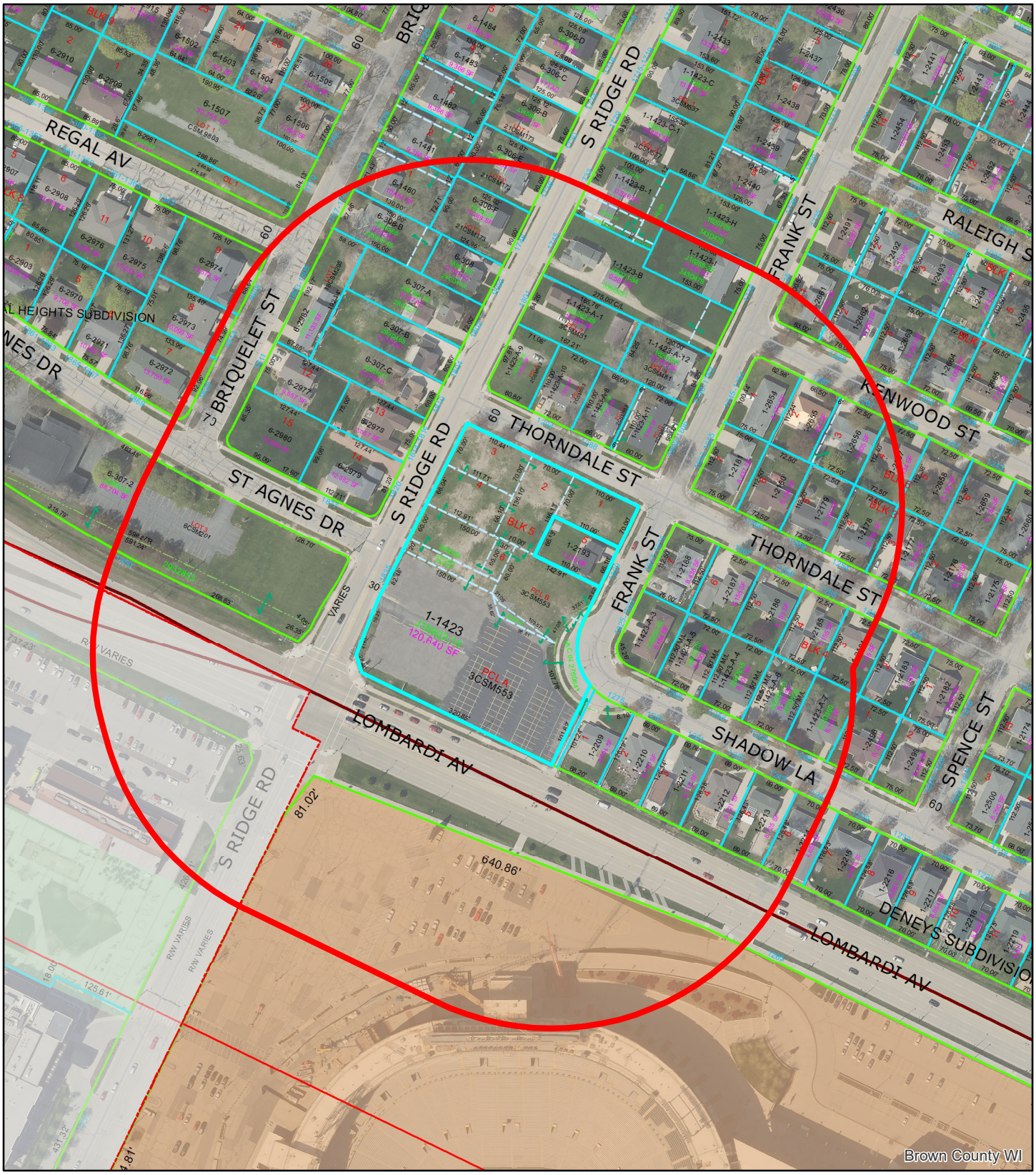
1. Parcels # 1-1423 and # 1-2193 shall be combined for this PUD to be in effect.
2. Right-of-Way improvements as shown as part of the Traffic Impact Analysis and Site Plan shall be

installed as part of this PUD. All right-of-way changes, including any proposed changes, shall be reviewed and approved by the Department of Public Works.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-40 Map, Exhibit A
2. ZP 24-40 Site Plan, Exhibit B
3. ZP 24-40 Conceptual Renderings, Exhibit C
4. ZP 24-40 Z.O. 03-25, DRAFT PUD, 1835 Ridge
5. ZP 24-40 UPDATED Lombardi Time Square_TIA- SUMMARY
6. ZP 24-40 PUD Narrative
7. ZP 24-40 Updated Application
8. ZP 24-40 & ZP24-41 ONLINE COMMENTS FOR COMMITTEES & COUNCIL



(ZP 24-40) PUD at 1835 Ridge Road and 1820 Frank Street

Feet
0 55 110 220

N

1835 Ridge & 1820 Frank

400' Notification Area

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 23 Oct 2024 X:\Planning\Basemaps\template_8.5x11.mxd

- Planned Unit Development -

City of Green Bay, Brown County, Wisconsin.

Graphic Scale: 1" = 30'

0 30 60 90 120 150

Total Parcel Size = 120,880 square feet / 2.78 acres
[118,622 square feet / 2.72 acres after r/w dedication]

Approximate parking stats:
- surface parking = 119
- total parking incl. underground = 183
- (119 surface + 64 underground)

Landscaping:
- All buildings to be landscaped around perimeter
- All parking islands to be landscaped with trees
- Greenspace = 5% - 6,000 sq. ft. +\-

TAX PARCEL NO. 1-1423, 1-2193

Kuehn Ridge Holdings LLC

vierbicher
planners | engineers | advisors

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

File: D-12114Layout 112524.dwg

Planned Unit Development

Lombardi Ave., Ridge Rd.,
Thorndale St. & Frank St.

Data File: Fieldwork Completed:

DRAWN BY BAR

SCALE 1"=30'

PROJECT NO. D-12114

SHEET NO. 1 of 1

DRAWING NO. S-3717

Corner of Lombardi and Ridge

eu:a

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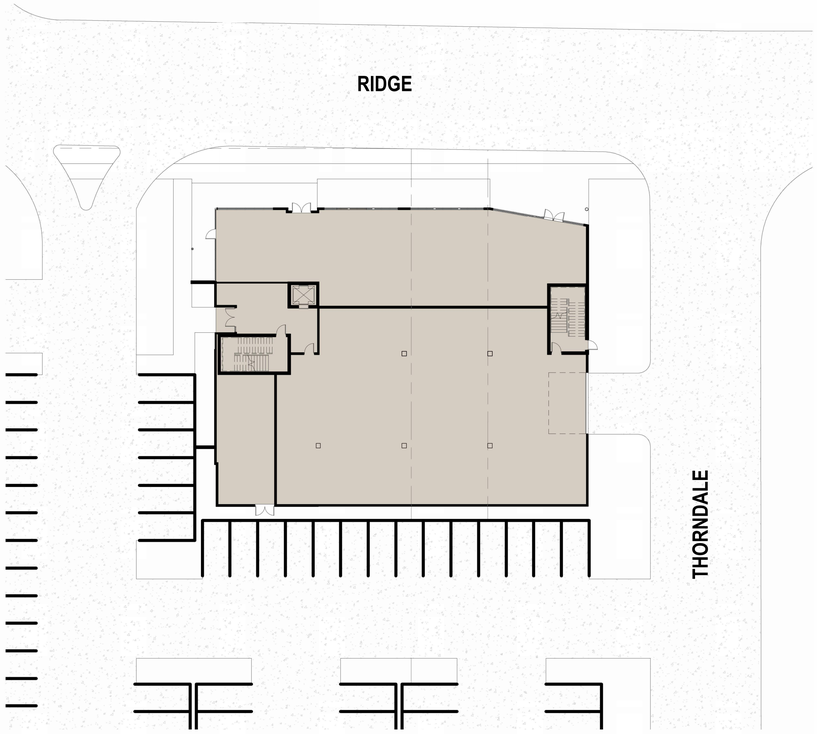
TIMES SQUARE

24044-01
07/09/24

SOUTHEAST CORNER

SOUTHWEST CORNER

RIDGE AND THORNDALE



SITE
1" = 20'-0"

	GSF
4TH FLR	9,777
3RD FLR	9,777
2ND FLR	9,777
1ST FLR	11,761
TOTAL(SF)	39,576

0' 5' 10' 20' 40'
SCALE: 1" = 20'

SITE PLAN

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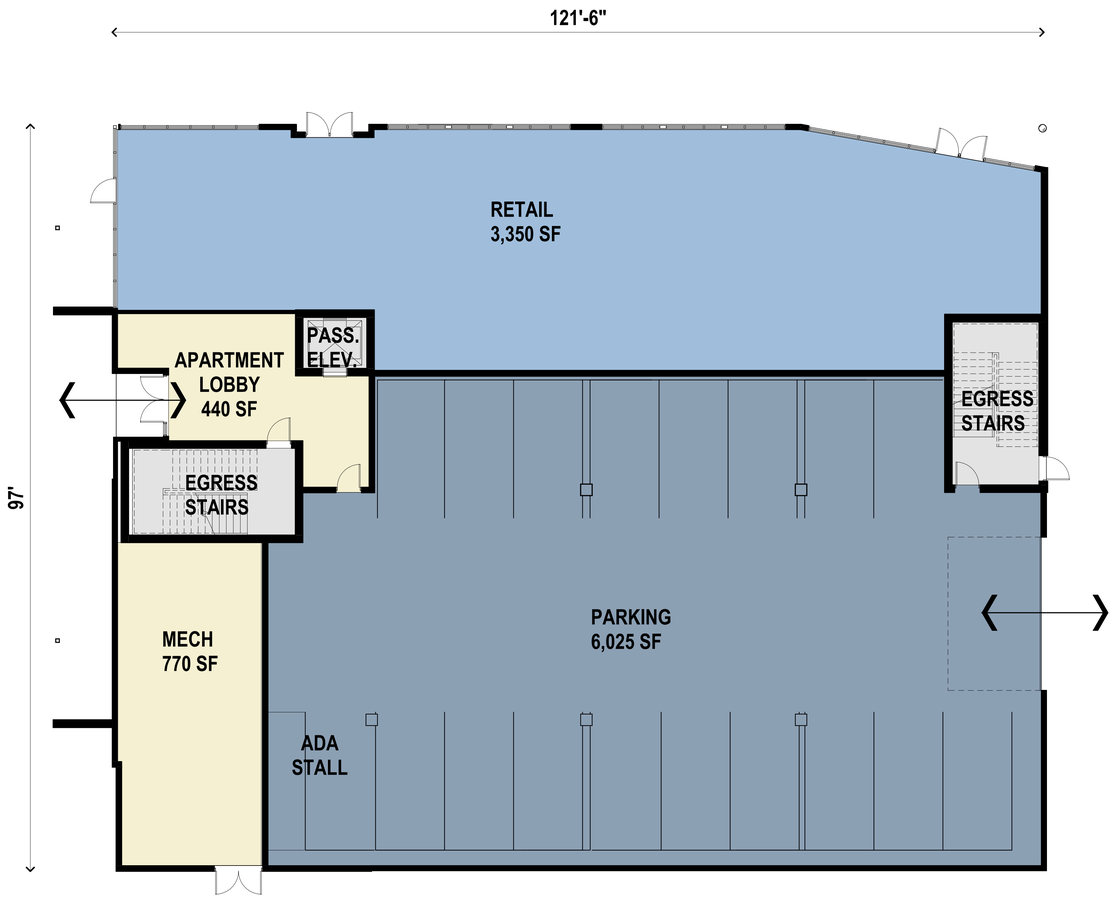
TIMES SQUARE LOMBARDI-MULTIFAMILY

924044
MM/DD/YYYY



1 1ST FLR PLAN
1/8" = 1'-0" | AP101

2 2ND FLR PLAN
1/8" = 1'-0" | AP101

0' 2' 4' 8' 16'
SCALE: 1/8" = 1'-0"

1ST & 2ND FLR

eua

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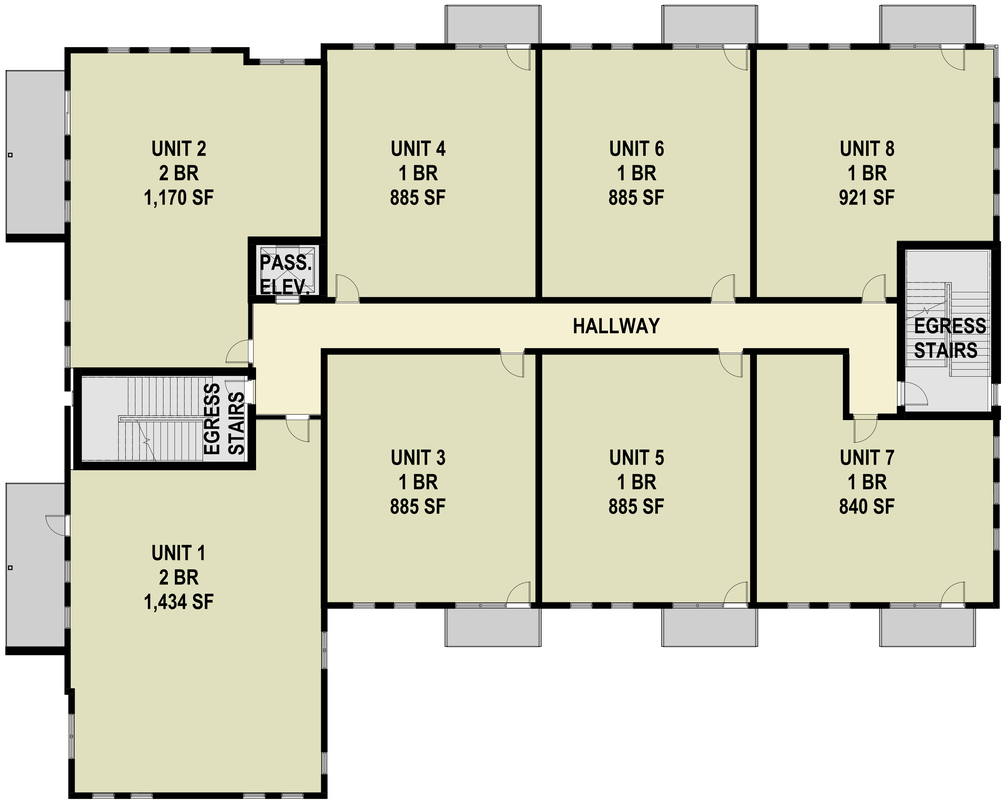
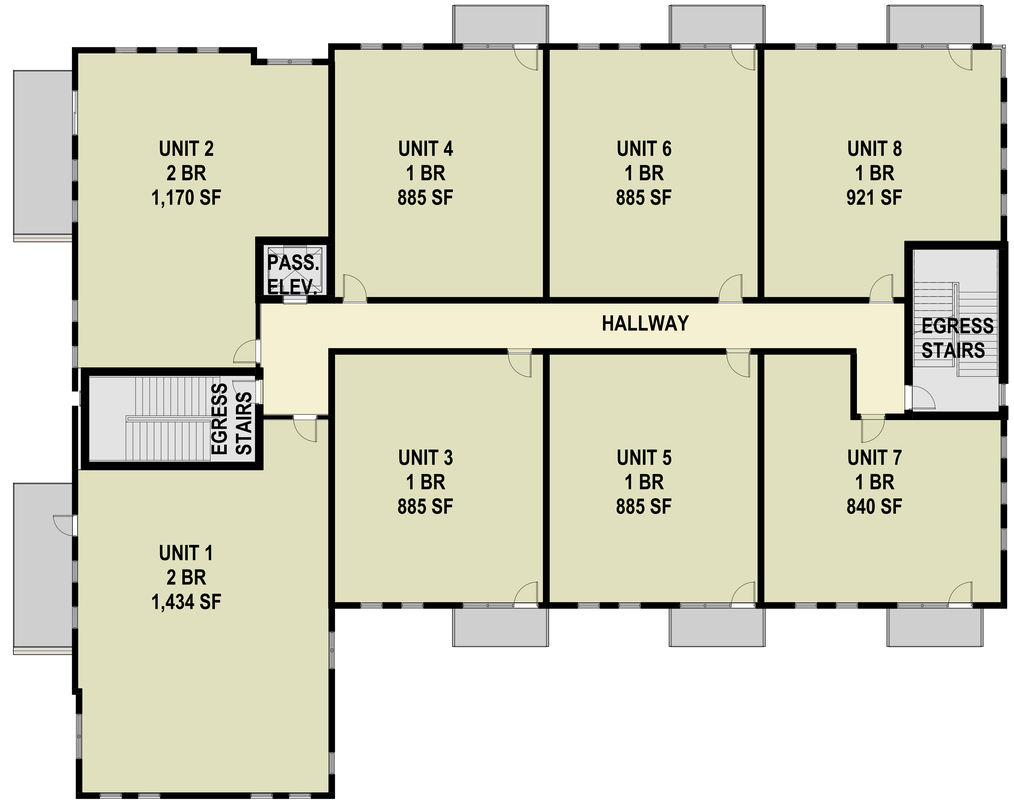
TIMES SQUARE LOMBARDI-MULTIFAMILY

924044
MM/DD/YYYY



1 3RD FLR PLAN
1/8" = 1'-0" | AP102



2 4TH FLR PLAN
1/8" = 1'-0" | AP102

0' 2' 4' 8' 16'
SCALE: 1/8" = 1'-0"

3RD & 4TH FLR

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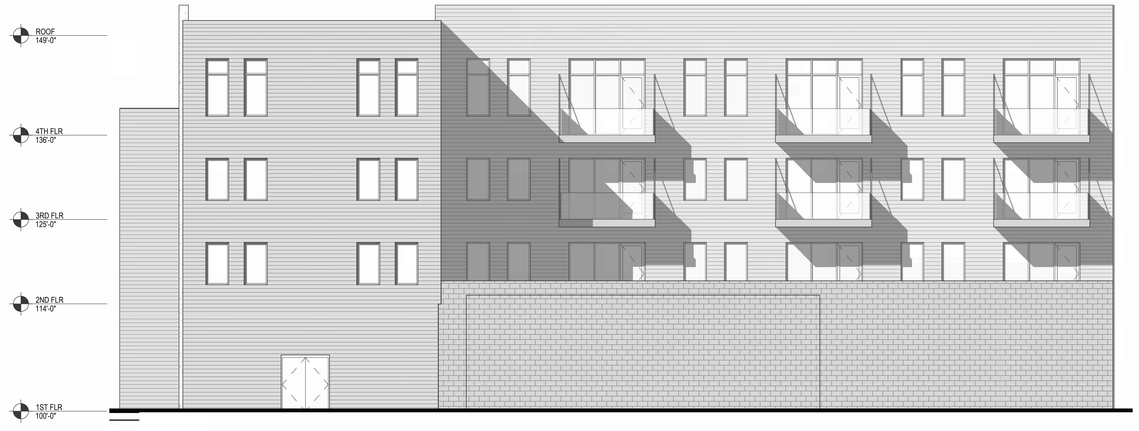
TIMES SQUARE LOMBARDI-MULTIFAMILY

924044
MM/DD/YYYY

1 NORTH ELEVATION
1/8" = 1'-0" | AP103



2 EAST ELEVATION
1/8" = 1'-0" | AP103

3 SOUTH ELEVATION
1/8" = 1'-0" | AP103

4 WEST ELEVATION
1/8" = 1'-0" | AP103

0' 2' 4' 8' 16'
SCALE: 1/8" = 1'-0"

ELEVATIONS

eu:a

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TIMES SQUARE LOMBARDI-MULTIFAMILY

924044
MM/DD/YYYY

RIDGE AVE PERSPECTIVE

eu:a

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TIMES SQUARE LOMBARDI-MULTIFAMILY

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MM/DD/YYYY

ZONING ORDINANCE NO. 03-25

AN ORDINANCE ZONING CERTAIN LAND LOCATED AT 1835 S RIDGE ROAD AND 1820 FRANK STREET AS A PLANNED UNIT DEVELOPMENT DISTRICT (ZP 24-40)

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:

Part of Lot 16, C.L.A. Tank's Subdivision of Private Claim 12 and of the Northerly 1/2 of Private Claim 13, West Side Fox River, Brown County, Wisconsin, all of Volume 3, Certified Survey Maps, Page 553, Map No. 955, Document No. 732307, Brown County Records, and Part of Lot 1 and all of Lots 2, 3, 4, 5 and 6, Block 5, of Thorndale Subdivision, Volume 8, Plats, Page 42, Document No. 499151, Brown County Records, all in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Surveyor Monument No. 40 Y/Z-14/15(1); thence N25°52'40"E, 539.53 feet to Brown County Surveyor Monument No. 40Y/Z-14/15, being an angle point on the Centerline of Private Claim 13, WSFR, located at the intersection of the centerline of Lombardi Ave and Ridge Road; thence N26°49'26"E, 80.49 feet along the centerline of Ridge Road; thence S63°10'33"E, 38.10 feet to the East right of way of said Ridge Road and the point of beginning; thence N21°01'08"E, 41.60 feet along said East right of way; thence N21°08'08"E, 50.21 feet along said East right of way; thence N26°51'01"E, 298.31 feet along said East right of way to the South right of way of Thorndale Avenue; thence S64°07'51"E, 180.51 feet along said South right of way; thence S25°52'29"W, 66.13 feet; thence S64°07'51"E, 110.00 feet to the West right of way of Frank Street; thence S25°52'29"W, 129.98 feet along said West right of way; thence 101.42 feet along said West right of way being the arc of an 88.81 foot radius curve to the left whose long chord bears S6°50'32"E, 96.00 feet; thence S25°50'01"W, 134.26 feet to the North right of way of Lombardi Avenue; thence N64°03'59"W, 320.75 feet along said North right of way; thence N16°23'16"W, 28.48 feet along a highway vision corner to the point of beginning.

Planned Unit Development area contains 120,882 square feet / 2.78 acres, more or less.

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

A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to permit housing with convenient access to commercial facilities as well as the

promotion of integrated land uses allowing for a mixture of residential, commercial, and public facilities along corridors and in transitional areas. The overall appearance and design of the site and improvements shall comply with the attached Exhibits and as regulated within this PUD.

B. Development Site. The area included within this PUD consists of all land described above, currently part of Parcel 1-1423 and 1-2193. A Land Division is required to create a new parcel, as described above, for this PUD to be in effect. A PUD amendment shall be required for any future changes that do not comply with this PUD.

1. Building A is considered the commercial building along the Lombardi Avenue frontage. This building is approximately 31,000 square feet.
2. Building B is considered the mixed-use building at the corner of S. Ridge Road and Thorndale Street. This building is approximately 12,000 square feet.

C. Land Use Regulations. The principal and accessory land uses which may be established shall be compliant with uses allowed in the Downtown (D) zoning district, with the exceptions of the prohibited uses listed in Section D of this ordinance. A PUD amendment is required for any additional uses. Additionally, the uses shall be as follows:

1. Building A, All Floors: All uses listed in this ordinance
2. Building B, First Floor: All uses listed in this ordinance
3. Building B, All Upper Floors: Multi-Family Residential uses only

D. Prohibited Uses. All below land uses shall be considered prohibited uses within this PUD:

1. Live-Work Units
2. Rooming House, Boarding House, Shelter Facility
3. Community Living Arrangement
4. Convent, Monastery, Seminary
5. Nursing Home, Assisted Living
6. Transitional Living Facility
7. All Educational Uses listed in Table 44-5
8. All Institutional and Civic Uses listed in Table 44-5
9. All Public Service and Utility Uses listed in Table 44-5
10. All Drive-Through Facilities
11. Funeral Home
12. Small Appliance Repair Services
13. Currency Exchange
14. Pawnshop
15. All Vehicle Service Uses listed in Table 44-5

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. Setbacks. Setbacks shall be as follows:
    a. Lombardi Frontage Setback: No building setback is required along this frontage. The maximum setback is 10 feet from the property line. The parking setback/buffer is a minimum of five (5) feet from the property line. Vision triangle shall be maintained at all intersections.
    b. Ridge Frontage Setback: No building setback is required along this frontage. The maximum setback is five (5) feet from the property line. The parking setback/buffer is a minimum of five (5) feet from the property line. Vision triangle shall be maintained at all intersections.
    c. Thorndale Frontage Setback: No building setback is required along this frontage. The maximum setback is five (5) feet from the property line. The parking setback/buffer is a minimum of five (5) feet from the property line. Vision triangle shall be maintained at all intersections.
    d. Frank Frontage Setback: No building setback is required along this frontage. The maximum setback is five (5) feet from the property line. The parking setback/buffer is a minimum of five (5) feet from the property line.
        1. A 10-to-20-foot landscaped buffer is required west of the pedestrian right-of-way. If this right-of-way is expanded, the minimum landscape buffer area is 10 feet. This buffer area shall comply with Section 44-1964 of Green Bay Municipal Code.
2. Impervious surface shall not exceed 95%.
3. All other dimensional and area provisions, including accessory buildings, shall be regulated under the Downtown (D) Zoning District.

F. <u>Architectural Design Standards</u>. All building elevations shall substantially comply with Exhibit C and subject to the following requirements:
    1. Building A shall not exceed 75-feet in height. Building B shall not exceed 52 feet in height.
    2. All rooftop and ground level mechanical equipment shall be screened from public view using architectural treatments consistent with the overall design of the structure.
    3. Exterior Materials. Building materials should be durable and appropriate for the district.
        a. Exterior building façades shall be predominately:
            i. Brick or brick veneer
            ii. Stone or stone veneer
            iii. Glass windows and doors

b. The following materials may be used as secondary building façade materials. Secondary materials shall not cumulatively exceed 20% any façade:
   i. Concrete panels
   ii. Decorative or split-face block
   iii. Architectural/decorative metals
   iv. Wood or wood composite
   v. Cementous panels/siding or stucco

c. The following materials are prohibited exterior building façade materials:
   i. Smooth face or non-decorative block
   ii. Asphaltic, fiberglass, vinyl or metal siding
   iii. Non-decorative metal panels or corrugated metal
   iv. Plywood, chipboard, rough texture wood siding, or other non-decorative wood
   v. Imitation/"fake" brick or stone and gravel aggregates

G. Access, Circulation, and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code, and the following standards:
   1. Driveway locations must match those on Exhibit B. Relocation shall be approved by the Director of Public Works.
   2. Driveway throat length of 18 feet shall be maintained throughout the site.
   3. A 5-foot setback/buffer is required for all parking areas from the property line. This buffer area shall comply with Section 44-1964(2) of Green Bay municipal code.
   4. Building B shall be provided underground with a minimum of 24 stalls, either underground or surface stalls.
   5. Total parking on site shall be a minimum of 80 stalls.

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 Downtown (D) Zoning District.

I. Lighting. All lighting within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article V of the Green Bay Municipal Code.

J. Refuse and Mechanical Equipment. 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.

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.

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 Downtown (D) Zoning District.

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 _____, 2025.

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, City Clerk

sh:

Attachments:
Exhibit A - Location Map
Exhibit B – Site-Building Layout
Exhibit C - Conceptual Plans

raSmith

CREATIVITY BEYOND ENGINEERING

MEMORANDUM

DATE: December 18, 2024

TO: Steven Grenier, P.E., Director of Public Works, City of Green Bay
David Buck, Principal Planner, City of Green Bay
Stephanie Hummel, Planner, City of Green Bay

FR: Justin Schueler, P.E.
Pat Hawley, P.E., PTOE, RSP

CC: Tim Kuehn, Kuehn Commercial Properties
Brad Rymer, Vierbicher

RE: Lombardi Time Square
Traffic Impact Analysis (TIA)
Green Bay, WI

INTRODUCTION

Kuehn Commercial Properties (KCP) is proposing to construct a mixed-use development, known as Lombardi Time Square, in the northeast quadrant of the Lombardi Avenue intersection with Ridge Road in the City of Green Bay, as shown in Exhibit 1. The development site includes two parcels (to be combined) and is mostly undeveloped, except one single-family home that is to be demolished. The northeast corner of the site (approximately 0.18 acres) will be broken off and sold for potential future development by others (separate from this project). The remaining development site will be approximately 2.75 acres in size. A preliminary site plan is provided in Exhibit 2 and a recent site aerial is provided in Exhibit 3.

A traffic impact analysis (TIA) was completed in 2016 for a previous version of the development, which was not constructed. The City of Green Bay has requested a new traffic study to be based on the current site plan and conditions. raSmith has conducted a TIA to identify existing traffic conditions, potential traffic impacts of the mixed-use development on the surrounding roadway network, and recommended traffic mitigation measures. This report summarizes the procedures, findings, and recommendations of the TIA.

STUDY AREA

Based on anticipated traffic impacts of the development and input from the City of Green Bay, the study area includes the following intersections:

- Lombardi Avenue with Ridge Road
- Ridge Road with St. Agnes Drive/proposed site driveway
- Ridge Road with Thorndale Street
- Thorndale Street with Frank Street

Substantial traffic impacts are not expected beyond the study area intersections.

Lombardi Avenue (County VK) is a six-lane, divided principal arterial with an urban cross section and a posted speed limit of 35 miles per hour (mph). Year 2022 annual average daily traffic (AADT) volumes ranged from 16,800 east of Ridge Road to 18,500 to the west. Within the study area, on-street parking is not allowed along Lombardi Avenue and sidewalk is provided on both sides of the roadway east of Ridge Road (no sidewalk west of Ridge Road). Lombardi Avenue is under Brown County jurisdiction.

Ridge Road is a two-lane, undivided collector roadway with an urban cross section and a posted speed limit of 25 mph north of Lombardi Avenue and 30 mph to the south. Year 2022 AADT volume along Ridge Road (north of Thorndale Street) was 3,800 vpd. On-street parking is not allowed along the northbound (east) side of Ridge Road within the study area, but is allowed on the southbound (west) side except during Packers game days. Sidewalk is provided along both sides of the roadway.

St. Agnes Drive, Thorndale Street, and Frank Street are two-lane, undivided local roadways with urban cross sections. No AADT information is available for these roadways. Within the study area, on-street parking is allowed on both sides of the roadways except near Ridge Road. Packers game day on-street parking restrictions are present along St. Agnes Drive. Sidewalk is provided along both sides of these roadways.

The study area roadways and development site are oriented with a skew from the cardinal directions. The following orientation references will be used within this report:

- Lombardi Avenue, St. Agnes Drive, and Thorndale Street were considered to have eastbound-westbound travel;
- Ridge Road and Frank Street were considered to have northbound-southbound travel;
- The property line shared with Lombardi Avenue was considered to be the south edge of the site.

Green Bay Metro provides bus service in the study area. Route 8 travels along Ridge Road and has near side, curb lane stops at the intersection with Thorndale Street. Service is provided approximately once per hour in each direction.

BACKGROUND CONDITIONS

raSmith collected information regarding the existing roadway geometrics, speed limits, and traffic control in the study area, as shown in Exhibit 4.

Weekday morning (6:00am to 9:00am on 11/22/2024) and weekday evening (3:00pm to 6:00pm on 11/21/2024) peak period turning movements were collected at the study intersections in November of 2024. The following peak traffic hours were identified based on the existing counts:

- Weekday morning: 7:00am to 8:00am
- Weekday evening: 3:00pm to 4:00pm

The balanced Year 2024 background traffic volumes are shown in Exhibit 5, represent non-Packers game day conditions, and were used for this study. General traffic information, including traffic volume parameters (peak hour factor, heavy vehicle percentage), and raw turning movement counts, is provided in Appendix A.

The Year 2024 background peak hour traffic volumes and existing geometrics/traffic control were analyzed at the study intersections in Synchro software (version 12) using the procedures set forth in the Highway Capacity Manual 7th Edition (HCM7). Level of Service (LOS) is a quantitative measure from the HCM referring to the overall quality of flow at an intersection. LOS ranges from very good, represented by LOS “A,” to very poor, represented by LOS “F”. For analysis and design purposes, LOS “D” was used to define acceptable peak hour operating conditions. Synchro analysis output files are provided in Appendix B.

Results of the Year 2024 background traffic analysis are shown in Exhibit 6. All movements at the study intersections currently operate acceptably at LOS C or better under Year 2024 background traffic conditions.

Year 2024 background traffic 95th percentile queues are shown in Exhibit 7. All existing turning movement queues are accommodated within the existing turn-lane storage lengths.

The City of Green Bay identified concerns with intersection spacing along Ridge Road, specifically the potential for southbound queues to back-up from Lombardi Avenue through the St. Agnes Drive intersection. Synchro reported 95th percentile southbound queues of 120-feet during the peak hours. The reported queues are generally consistent with field observations and are accommodated within the 150-feet of available stacking distance (as shown in Exhibit 3).

raSmith reviewed weekday morning and weekday evening peak hour video recordings at the Lombardi Ave/Ridge Road intersection and documented the number of vehicles queued during the southbound 'red-phase' (southbound approach has red indication). The following conditions were observed:

- Queues of 1 to 3 vehicles (25-feet to 75-feet) occurred during the majority of signal cycles;
- Four occurrences (twice during the morning peak hour and twice during the evening peak hour) of queues extending up to but not through the St. Agnes Drive intersection (5 to 6 vehicles, 125-feet to 150-feet);
- Two occurrences (once during the morning peak hour and one during the evening peak hour) of queues extending through the St. Agnes Drive intersection (7 to 8 vehicles, 175-feet to 200-feet).
- The presence of a Green Bay Metro bus contributed to the longer queues during some of the occurrences noted above.

In summary, the existing southbound queues do not extend to St. Agnes Drive the majority of the day, but the queues do occasionally extend past St. Agnes during the peak hours.

FUTURE CONDITIONS WITH DEVELOPMENT

The Lombardi Time Square development includes two separate buildings: a larger three-story commercial building known as *Time Square* located along the south property line and a smaller three-story mixed-use building known as *The Ridge* located in the northwest corner of the site. Each building has an underground level for parking and/or commercial space. The site will include a total of 183 parking spaces (119 surface spaces and 64 underground spaces).

Specific tenants have not been identified at this time but are anticipated to include a mix of general office, medical/dental office, retail, and residential uses. The following land use breakdown is a potential representation of occupancy for the buildings and was used for analysis purposes for this study.

<u>Time Square (commercial building)</u>

- 32,040 SF Retail (first floor and partial lower level)
- 16,395 SF Medical-Dental Office Building (second and third floors)
- 30,996 SF General Office Building (second and third floors)

<u>The Ridge (mixed-use building)</u>

- 1,675 SF Retail (first floor)
- 1,675 SF Coffee Shop without drive-through (first floor)
- 23 Apartments (second and third floors)

Three full-movement access points are proposed for the development: one on Ridge Road (aligning with St. Agnes Drive), one on Thorndale Street (located approximately midway between Ridge Road and Frank Street), and one on Frank Street.

The majority of site traffic is expected to use the Ridge Road driveway when accessing the site. The Thorndale Street driveway provides a secondary access point, will primarily serve traffic to/from the north, and supports the long-term viability of the site. The Frank Street access is expected to be a low volume location and provide on-site circulation flexibility.

TRIP GENERATION

Lombardi Time Square development traffic was estimated using the Institute of Transportation Engineer's (ITE) *Trip Generation Manual, 11th Edition*. Based on the mixed-use characteristics of the development, linked trip and pass-by trip reductions were applied. Linked trip reduction accounts for drivers who visit multiple land uses within the development during the same trip (one trip in/one trip out). Pass-by trip reductions account for intermediate stops made by drivers already on the area roadway network (i.e. drivers already on the adjacent roadways who pull into the site and then continue on the roadway, they are not new trips). Reductions selected for the Lombardi Time Square TIA are within the WisDOT acceptable ranges for the impacted land uses.

Weekday morning and weekday evening peak hour trip generation estimates are provided in Exhibit 8. The Lombardi Time Square development is expected to generate 255 new trips (170 in/85 out) during the weekday morning peak hour and 305 new trips (125 in/180 out) during the weekday evening peak hour. All development trips were assumed to be completed via automobile for this study.

No off-site developments were identified or included with this TIA.

TRIP DISTRIBUTION

The trip distribution pattern for Lombardi Time Square development traffic is summarized below and was estimated based on the surrounding roadway network, existing traffic volumes and patterns, and general development conditions in the area.

- Lombardi Avenue to/from the west: 50%
- Lombardi Avenue to/from the east: 25%
- Ridge Road to/from the north: 10%
- Ridge Road to-from the south: 15%

New trips and pass-by trips generated by the proposed development were assigned to the study area intersections based on the above trip distribution pattern.

YEAR 2024 TOTAL TRAFFIC OPERATIONS

Year 2024 total traffic volumes were determined by summing the Year 2024 background traffic volumes (Exhibit 6) and the development trips. Year 2024 total traffic volumes are shown in Exhibit 9. Year 2024 total traffic volumes and the recommended geometrics (see Exhibit 12) were used to evaluate the study intersections during the weekday morning and weekday evening peak hours. Synchro analysis output files are provided in Appendix B.

Results of the Year 2024 total traffic analysis are summarized in Exhibit 10. All movements at the study intersections are expected to continue to operate acceptably at LOS C or better with the proposed development. The additional traffic resulted in minor delay increases and minor changes in level of service.

Year 2024 total traffic 95th percentile queues are shown in Exhibit 11. All turning movement queues are expected to continue to be accommodated within the existing turn-lane storage lengths.

The southbound through 95th percentile reported queues at the Lombardi Avenue/Ridge Road intersection increased from 130-feet to 150-feet. This indicates that the majority (95%) of the time, peak hour queues will be accommodated within the available stacking distance (150-feet). Queues are expected to occasionally (one or two occurrences during the peak hours) back-up into the St. Agnes Drive intersection, similar to existing conditions. The development is expected to add 15 to 20 peak hour vehicles to the southbound through movement, which equates to one additional vehicle every 3 to 4 minutes. Most signal cycles would not see a change in volume due to the development.

THORNDALE STREET TRAFFIC CALMING

Neighbors located north and east of the development site have expressed concern with future development traffic using the local street network when traveling to/from the site; specifically, along Thorndale Street (which the city has identified is being used as a cut-through route today between Ridge Road and Oneida Street). While the movement is possible, it is expected that very few Lombardi Time Square patrons will choose to use this route or other local residential streets to access the site. Use of Lombardi Avenue and Ridge Road will provide the fastest and most direct route for nearly all traffic accessing the site.

To help address neighbor concerns and the existing cut-through issue, the city may consider traffic calming measures at the Thorndale Street intersection with Frank Street. A variety of treatment options are possible and would include design features such as narrowed travel lanes, vertical deflection, and/or horizontal shift in travel paths. These design features would make Thorndale Street appear less inviting as a cut-through route when viewed from the development site and from Ridge Road. They would also physically slow travel speeds, create shorter and safer crosswalks for pedestrians, and make Thorndale a less desirable through route. In addition, the Thorndale Street development driveway would be signed as a left-turn exit only (exit towards Ridge Road only) to further discourage development traffic from using the local neighborhood streets.

A variety of treatment options with a range of costs, effectiveness, durability, maintenance needs, and aesthetics could be considered for the Thorndale/Frank intersection. raSmith identify the following options to reflect this range (see Exhibit 13 for concept design sketches) but are not inclusive of all potential options. These options could be used individually or in combination to provide a higher level of traffic calming.

- Curb extensions along Thorndale Street (pinned-on or integrated)
- Raised center median along Thorndale Street
- Raised crosswalks
- Traffic circle
- Raised intersection

Additional discussion with the City of Green Bay is recommended to determine which treatment option or features are preferred.

RECOMMENDATIONS

The current site plan has increased development density and revised site access (including eliminating access to Lombardi Avenue and adding access to Frank Street) as compared to the 2016 plan. While overall traffic volumes remained similar between the two development plans, more traffic is expected to

use Ridge Road under the current plan and resulted in a higher level of improvements along this roadway.

The following improvements are recommended to accommodate year 2024 total traffic and are shown in Exhibit 12. A conceptual sketch of the improvements is provided in Exhibit 13.

Ridge Road

- Remark Ridge Road with a two-way center left-turn lane (TWLTL) from approximately 75-feet south of St. Agnes Drive to approximately 100-feet north of Thorndale Street.
- Eliminate/restrict parking along southbound Ridge Road (west side of roadway) from the northern limits of the TWLTL to Lombardi Avenue.
- Maintain one through lane in each direction along Ridge Road.

Ridge Road intersection with Lombardi Avenue

- Remark the southbound left-turn lane and widen the northbound receiving lane (between Lombardi Avenue and St. Agnes Drive) to accommodate the proposed TWLTL.
- Reoptimize signal timings.

Ridge Road intersection with St. Agnes Drive/Site Driveway

- Construct the full access site driveway to align with St. Agnes Drive and form the fourth (east) leg of the intersection.
- Provide two westbound (outbound) travel lanes (shared left-turn/through and exclusive right-turn lane) and operate under stop control. Provide a single eastbound (inbound) lane.
- *Optional:* Provide a northbound right-turn lane or deceleration taper into the site.

Ridge Road intersection with Thorndale Street

- Provide high-visibility crosswalk markings on the south and east legs of the intersection.
- Construct or reconstruct ADA compliant pedestrian curb ramps on the south and east legs of the intersection.
- Coordinate with Green Bay Metro to determine if existing bus stops at the intersection will be impacted and if mitigation measures are required (including possible construction of new bus pads or relocation of the bus stops).

Thorndale Street intersection with Site Driveway

- Construct the full access site driveway at a location approximately midway between Ridge Road and Frank Street.
- Provide one northbound (outbound) travel lane (left-turn only) and operate under stop control. Provide a single southbound (inbound) lane.
- Sign the northbound approach as ‘No Right-Turn’ and mark as left-turn only.

Thorndale Street intersection with Frank Street

- Provide high-visibility crosswalk markings on all legs of the intersection.
- Change the Frank Street approaches from yield control to stop control (intersection would operate as two-way stop (unless a traffic circle is installed, then provide yield control on all intersection approaches).
- Coordinate with the City of Green Bay on potential traffic calming treatments to discourage cut-through traffic movements along Thorndale Street. See Exhibit 13 and previous section of this report for examples of possible treatment options.

Frank Street intersection with Site Driveway

- Construct the full access site driveway at a location approximately 225-feet south of Thorndale Street and off-set (not in-line) with the Ridge Road site driveway to discourage cut-through movements through the site.
- Provide one eastbound (outbound) travel lane and operate under stop control. Provide a single westbound (inbound) lane.
- Provide high-visibility crosswalk markings for the crossing connecting the exiting pedestrian ramp in the northeast quadrant of the Frank Street intersection with Shadow Lane to the pedestrian pathway connecting Shadow Lane to Lombardi Avenue. Coordinate with City of Green Bay for possible widening of this pedestrian path.

CONCLUSIONS

The recommended roadway improvements are expected to provide safe and efficient operations at the study intersections with the Lombardi Time Development traffic.

Traffic calming treatments at the Thorndale Street/Frank Street intersection are expected to discourage cut-through traffic along Thorndale Street. Signing and marking of movement restrictions at the Thorndale site driveway will further deter development traffic from traveling into the neighborhood when leaving the site.

LOMBARDI TIME SQUARE PUD

Mixed use development at the Northeast corner of Lombardi Avenue and South Ridge Road

LEGAL DESCRIPTION

Part of Lot 16, C.L.A. Tank's Subdivision of Private Claim 12 and of the Northerly 1/2 of Private Claim 13, West Side Fox River, Brown County, Wisconsin, all of Volume 3, Certified Survey Maps, Page 553, Map No. 955, Document No. 732307, Brown County Records, and Part of Lot 1 and all of Lots 2, 3, 4, 5 and 6, Block 5, of Thorndale Subdivision, Volume 8, Plats, Page 42, Document No. 499151, Brown County Records, all in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Surveyor Monument No. 40 Y/Z-14/15(1); thence N25°52'40"E, 539.53 feet to Brown County Surveyor Monument No. 40Y/Z-14/15, being an angle point on the Centerline of Private Claim 13, WSFR, located at the intersection of the centerline of Lombardi Ave and Ridge Road; thence N26°49'26"E, 80.49 feet along the centerline of Ridge Road; thence S63°10'33"E, 38.10 feet to the East right of way of said Ridge Road and the point of beginning; thence N21°01'08"E, 41.60 feet along said East right of way; thence N21°08'08"E, 50.21 feet along said East right of way; thence N26°51'01"E, 298.31 feet along said East right of way to the South right of way of Thorndale Avenue; thence S64°07'51"E, 180.51 feet along said South right of way; thence S25°52'29"W, 66.13 feet; thence S64°07'51"E, 110.00 feet to the West right of way of Frank Street; thence S25°52'29"W, 129.98 feet along said West right of way; thence 101.42 feet along said West right of way being the arc of an 88.81 foot radius curve to the left whose long chord bears S6°50'32"E, 96.00 feet; thence S25°50'01"W, 134.26 feet to the North right of way of Lombardi Avenue; thence N64°03'59"W, 320.75 feet along said North right of way; thence N16°23'16"W, 28.48 feet along a highway vision corner to the point of beginning.

Parcel contains 120,882 square feet / 2.78 acres more or less.

PUD NOTES

-PUD language with similar restrictions/allowances to downtown district
-Permitted uses to allow for broad variety of retailers
-Parking stats:
surface parking = 119 ~ total parking incl. underground = 183 (119 surface + 64 underground)
(Commercial real estate experts express sufficient parking will be needed for national retail tenants)
-Signage on and around buildings similar or better than downtown district zoning
-Access points needed:
    Ridge Road – full 3 lane access
    Thorndale Street – full access
    Thorndale Street – driveway for tenant use only to residential development
    Frank Street - full access
-Building Setbacks
    One (1) foot minimum to ten (10) feet maximum front yard
    One (1) foot minimum side yard
-Building Heights – variable
    Fifty-two (52) feet (4 floors) along Thorndale Street
    Seventy-five (75) feet (5 floors) along Lombardi Avenue

REQUEST FOR CITY ACTION
PLAN COMMISSION

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

Location of Property: Lombardi Ave. (CTH VK), South Ridge Rd., Thorndale St. & Frank St.

Parcel Number(s): 1-1423 & 1-2193

Petitioner(s): Vierbicher (Brad Rymer) Date: 12/17/24

Email: brym@vierbicher.com Phone Number: 920-434-9670

Address: 400 Security Blvd City: Green Bay State: WI Zip: 54313

Property Owner: Kuehn Ridge Holdings LLC - Tim Kuehn Phone Number: 920-371-4609

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

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

I, Brad Rymer of Vierbicher, respectfully request that the City of Green Bay take the following action:

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

Owner Signature: _____ Date: 12/18/2024

Petitioner Signature(s): _____ 12·18·24

Checklist of required attachments:

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

For office use only:

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

Shannon Sjoquist

From: Inspection Website Mail
Sent: Friday, January 10, 2025 9:11 AM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

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From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, January 9, 2025 10:03 PM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

Comment Form for Committees and Council

The City of Green Bay welcomes input regarding actions of the Common Council or a Committee/Commission/Board. There are many opportunities for interested parties to speak at a public meeting. Signing this form does not obligate you to speak. If you decide to speak, please keep your comments relevant to the topic being deliberated, and also please compose your comments to last around 3 minutes. Thank you!

Online comments will be accepted up until 3 hours before the meeting.

First Name	William
Last Name	Fleming
Address	1177 Thorndale st.
City	Green Bay
State	WI
Zip Code	54304
	(Section Break)
Which Committee/Commission/Board do you have comments for?	Zoning & Planning Board of Appeals

What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	Zp 21-141
What is your opinion of the item?	I OPPOSE the item.
Would you like to speak at the meeting?	*Field not completed.*
Comments	I was opposed when this 1st was brought up years ago. I am still opposed now. It is not good for the residents and our neighborhood!

Email not displaying correctly? View it in your browser.

Shannon Sjoquist

From: Inspection Website Mail
Sent: Friday, January 10, 2025 9:11 AM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

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From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, January 9, 2025 10:01 PM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

Comment Form for Committees and Council

The City of Green Bay welcomes input regarding actions of the Common Council or a Committee/Commission/Board. There are many opportunities for interested parties to speak at a public meeting. Signing this form does not obligate you to speak. If you decide to speak, please keep your comments relevant to the topic being deliberated, and also please compose your comments to last around 3 minutes. Thank you!

Online comments will be accepted up until 3 hours before the meeting.

First Name	Tracy
Last Name	Fleming
Address	1177 Thorndale st.
City	Green Bay
State	WI
Zip Code	54304
	(Section Break)
Which Committee/Commission/Board do you have comments for?	Zoning & Planning Board of Appeals

What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	Zp 21-141
What is your opinion of the item?	I OPPOSE the item.
Would you like to speak at the meeting?	*Field not completed.*
Comments	*Field not completed.*

Email not displaying correctly? View it in your browser.

Shannon Sjoquist

From: Inspection Website Mail
Sent: Friday, January 10, 2025 9:08 AM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

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From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, January 9, 2025 8:55 PM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

Comment Form for Committees and Council

The City of Green Bay welcomes input regarding actions of the Common Council or a Committee/Commission/Board. There are many opportunities for interested parties to speak at a public meeting. Signing this form does not obligate you to speak. If you decide to speak, please keep your comments relevant to the topic being deliberated, and also please compose your comments to last around 3 minutes. Thank you!

Online comments will be accepted up until 3 hours before the meeting.

First Name	Ellen
Last Name	Merriman
Address	1183 Thorndale St
City	Green Bay
State	WI
Zip Code	54304
	(Section Break)
Which Committee/Commission/Board do you have comments for?	Green Bay Plan Commission

What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	Kuehn Development Ridge Rd at Thorndale
What is your opinion of the item?	I OPPOSE the item.
Would you like to speak at the meeting?	Yes, I would like to speak at the meeting.
Comments	Every Packer broadcast raves about the unique neighborhood where Lambeau sits. Ashwaubenon has allowed that unique quality to be diminished. Green Bay should work to preserve the safety of our neighborhood by limiting high cost rental space, safety of children down the street and the environmental impacts of water run off flooding neighborhoods and height restrictions.

Email not displaying correctly? View it in your browser.

Shannon Sjoquist

From: Inspection Website Mail
Sent: Friday, January 10, 2025 9:10 AM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

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From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, January 9, 2025 12:18 PM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

Comment Form for Committees and Council

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Online comments will be accepted up until 3 hours before the meeting.

First Name	John
Last Name	Gloeckler
Address	1194 Shadow Lane
City	Green Bay
State	WI
Zip Code	54304
	(Section Break)
Which Committee/Commission/Board do you have comments for?	Green Bay Plan Commission

What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	For the consideration on the zoning action for property on the corner of Ridge Rd., Lombardi Ave., Thorndale, and Frank St.
What is your opinion of the item?	I OPPOSE the item.
Would you like to speak at the meeting?	No, I do not want to speak at the meeting. I only want to submit my comments through this form.
Comments	I apologize for not being able to attend this meeting, but am traveling for work and unable to attend. I hope you hear my concerns and consider the large reaching consequences of precedent set by the proposed action. The proposals put forth would change the fabric of our neighborhood, because of the drastic changes I would oppose changing the zoning to facilitate those plans. Green Bay is a tourism destination. There are many reasons to visit, however one of the many repeated reasons for peoples visit is to see Green Bay's large stadium that is built within a neighborhood of people who own the franchise. Buying people out of their homes and replacing it with business is detracting from peoples reason for visiting. I want to see this property developed, but I want to see it done in a way that honors the history and fabric of our neighborhood. It was a residential block with a small office. The proposal seeks to change that. The current proposal does not mesh with the neighborhood. I would like to see more thought put into the development proposal and change it to a way that does not burden or detract from the people who live there. We've already taken on the tax burden from his purchase. Please don't make it harder on us. Despite what the proposing party says, he is proposing to build in a neighborhood WHERE PEOPLE LIVE. He bought homes WHERE PEOPLE LIVED. He now wants to convert it into multi-story buildings to support alot of people and business. He has a map showing the neighborhood and the permits that have been pulled by people who own properties. That map is not

accurate as my house has a dot on it and we have never taken a permit to rent our home, and we've never charged for people parking, tailgating, or staying at our home with us. He has owned his property for several years and used it as a parking lot. The neighborhood has a rodent problem. I am regularly cleaning up his property from garbage cans that are overflowing because they are too small and disposed of too late. To this point he has not been a good neighbor and his proposed building will only further burden his neighbors with traffic, waste, and detract from the neighborhood aesthetic we all enjoy. All I'm asking as that he develop his property as a good neighbor.

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Lombardi Neighborhood Association

Board of Directors
President – Corey Behnke
Treasurer – Diane VanDenElzen
Secretary – Tricia Garrison
At-Large – Cheryl Wolf
At-Large – Gary Coleman
At-Large – Greg Barnes
At-Large – Janet Angus
At-Large – Justin Williquette
City of Green Bay Liaison - Toni Loch
https://www.facebook.com/LombardiNeighborhood

Corey Behnke
President, Lombardi Neighborhood Association
1213 Shadow Lane
Green Bay, WI 54304

January 9, 2025

To: Stephanie Hummel, AICP, City Planner
Via email: stephanie.hummel@greenbaywi.gov
CC: Ald. Chris Wery, district.8@greenbaywi.gov

Dear Ms. Hummel,

I am writing on behalf of the Lombardi Neighborhood Association regarding the Proposed Planned Unit Development (PUD) for 1835 Ridge & 1820 Frank, ZP-24-40 and ZP 24-41, which are scheduled for review at the Plan Commission meeting on Monday, Jan. 13, 2025, at 6:00 pm. After a formal vote, the Lombardi Neighborhood Association Board has approved this letter to express our collective concerns and priorities for the future of our community.

The proposed building heights in both proposals are completely out of touch with the surrounding area. These buildings are too tall and would disrupt important views, including those of Lambeau Field, a feature cherished by many residents, and which serves as a symbolic skyline feature across our entire community. The height and scale are not only incongruent with the surrounding lower-profile homes but also with other commercial properties in the vicinity. This area is surrounded by world-class developments including Titletown; we believe any new developments should match the prestige and character of these modern, pedestrian-focused live-work-play environments. We ask that the building heights be reconsidered to better align with the existing architecture and aesthetic of the neighborhood.

Regarding traffic concerns, it is worth noting that on August 16, 2016, the Green Bay City Common Council denied a request for driveway access on Thorndale Street,

following staff recommendation, and after three hours of debate. Given this prior decision, we question why such access would even be considered now, especially when the area has become significantly busier due to ongoing developments. We have traffic, health, and safety concerns, particularly given that an elementary school is part of our neighborhood, and will be impacted. Additionally, to minimize commercial traffic flowing into residential areas, we recommend that curb cuts be placed on Lombardi Avenue and Ridge Road, not on Thorndale Street, Frank Street, or Shadow Lane, to preserve the peace and safety of our neighborhood.

In terms of environmental impact, we request an updated environmental and water study to ensure these developments are both sustainable and in harmony with the neighborhood. Modern transition techniques, such as permeable surfaces and native landscaping, should be implemented to manage stormwater runoff, reduce noise pollution, and create a better buffer between commercial and residential areas. Additionally, this study should incorporate specific runoff, stormwater, and flood mitigation plans to address current and future environmental challenges in the area.

Finally, we would like to emphasize the need to prioritize pedestrian safety, especially at key intersections like Lombardi Avenue and Ridge Road. We recommend the implementation of smart crosswalks with integrated sensors to ensure pedestrians are given priority, enhancing the walkability and safety of our neighborhood. Large intersections like this must be redesigned to place people, not cars, first in the planning process. Additionally, we'd like to request sidewalks as well as trees as a transition between any developments along Frank and Thorndale, to provide a harmonious transition between any developments and the neighborhood.

In conclusion, while we understand and support the need for development, it must be done thoughtfully and in a manner that preserves the unique character of our neighborhood, a character admired by NFL players, tourists, and national sports broadcasters alike. Living in such close proximity to one of the most iconic sports stadiums in the world is a privilege, and it is a combination of residential living and a world-renowned venue that creates a special community dynamic found nowhere else on earth. It is imperative that this development preserves that unique identity and fosters sustainable, responsible growth.

Thank you for your time and attention to these important matters.

Sincerely,

Corey Behnke
President, Lombardi Neighborhood Association

Shannon Sjoquist

From: True Xiong
Sent: Monday, January 13, 2025 9:42 AM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

True Xiong
Inspections Support Specialist
City of Green Bay
Department of Community and Economic Development
(p) 920.448.3300
www.greenbaywi.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Friday, January 10, 2025 4:45 PM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

Comment Form for Committees and Council

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Online comments will be accepted up until 3 hours before the meeting.

First Name	Aaron
Last Name	Kraus
Address	1705 S Ridge Rd
City	Green Bay
State	WI
Zip Code	54304

(Section Break)

Which Committee/Commission/Board do you have comments for?	Green Bay Plan Commission
What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	Lot on Ridge and Lombardi
What is your opinion of the item?	I OPPOSE the item.
Would you like to speak at the meeting?	*Field not completed.*
Comments	*Field not completed.*

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Shannon Sjoquist

From: True Xiong
Sent: Monday, January 13, 2025 9:43 AM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

True Xiong
Inspections Support Specialist
City of Green Bay
Department of Community and Economic Development
(p) 920.448.3300
www.greenbaywi.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, January 11, 2025 10:52 AM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

Comment Form for Committees and Council

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Online comments will be accepted up until 3 hours before the meeting.

First Name	James
Last Name	McGrath SR
Address	1137 Thorndale St
City	Green Bay
State	WI
Zip Code	54304-3914

(Section Break)

Which Committee/Commission/Board do you have comments for?	Green Bay Plan Commission
What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	Development of the corner of Lombardi/Thorndale/ridge.
What is your opinion of the item?	I am NEITHER in favor or oppose the item.
Would you like to speak at the meeting?	Yes, I would like to speak at the meeting.
Comments	*Field not completed.*

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Shannon Sjoquist

From: True Xiong
Sent: Monday, January 13, 2025 9:43 AM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

True Xiong
Inspections Support Specialist
City of Green Bay
Department of Community and Economic Development
(p) 920.448.3300
www.greenbaywi.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, January 11, 2025 12:31 PM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

Comment Form for Committees and Council

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Online comments will be accepted up until 3 hours before the meeting.

First Name	Erin
Last Name	Mathey
Address	1081 thorndale st
City	Green bay
State	Wi
Zip Code	54304

(Section Break)

Which Committee/Commission/Board do you have comments for?	Green Bay Plan Commission
What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	Building on empty lot in front of lambeau
What is your opinion of the item?	I OPPOSE the item.
Would you like to speak at the meeting?	No, I do not want to speak at the meeting. I only want to submit my comments through this form.
Comments	I am concerned of more building when we already have flooding issues in all the homes down from lambeau field. We have major issues with flooding in our yards. Concerns with traffic for the local schools as well. Flooding issues and proper drainage needs to be addressed.

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Shannon Sjoquist

From: True Xiong
Sent: Monday, January 13, 2025 9:44 AM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

True Xiong
Inspections Support Specialist
City of Green Bay
Department of Community and Economic Development
(p) 920.448.3300
www.greenbaywi.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Sunday, January 12, 2025 10:41 AM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

Comment Form for Committees and Council

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Online comments will be accepted up until 3 hours before the meeting.

First Name	Vincent
Last Name	Morris
Address	618 F Street NE, Apt 6
City	Washington
State	DC
Zip Code	20002

(Section Break)

Which Committee/Commission/Board do you have comments for?	Green Bay Plan Commission
What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	green bay commission development
What is your opinion of the item?	I OPPOSE the item.
Would you like to speak at the meeting?	*Field not completed.*
Comments	Even though I live far away, I visit and love Green Bay, and because two of my close friends live in Wisconsin and really worry about this proposal and what it will do to the unique American experience that Lambeau Field provides to visitors. I would strongly encourage the City avoid creating a domino effect of growth and construction that diminishes the Lambeau tradition. I know it's always tempting to chase development and money and so-called progress. But this is a bad decision and if you go down this path we will all regret it for generations to come. And we all will look back at this vote as the day Green Bay lost its way. Please vote no and do not move this forward.

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Shannon Sjoquist

From: True Xiong
Sent: Monday, January 13, 2025 9:45 AM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

True Xiong
Inspections Support Specialist
City of Green Bay
Department of Community and Economic Development
(p) 920.448.3300
www.greenbaywi.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Sunday, January 12, 2025 11:39 PM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

Comment Form for Committees and Council

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Online comments will be accepted up until 3 hours before the meeting.

First Name	Trisha
Last Name	Vaughn
Address	945 Hoks Ridge Ln.
City	De Pere
State	WI
Zip Code	54115

(Section Break)

Which Committee/Commission/Board do you have comments for?	Green Bay Plan Commission
What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	ZP 24-40 Proposed PUD at 1835 Ridge
What is your opinion of the item?	I OPPOSE the item.
Would you like to speak at the meeting?	*Field not completed.*
Comments	I'm a parent who sends her child to St. Mark Lutheran School in Green Bay and have the following concerns with the draft in its current form: 1. Safety - Human Trafficking If one of the buildings is possibly used for short-term rentals - a favorite of traffickers, that could have devastating effects. Should the City of Green Bay pursue one of these options, I and many parents would strongly prefer that any PUD housing must be owner-occupied year-round, and that this be written into the land use agreement. I do oppose short term rentals and at this location and say that with the understanding that a short term rental company is pursuing this development. 2. Safety - Alcohol Sales / Drunk Driving Proposing a PUD with the possibility of a restaurant that sells alcohol mere steps away from an elementary school likewise raises concerns and comes across as short-sighted. The new "cocktails-to-go law" would mean patrons walking or driving away with alcohol readily available for consumption as they pass by my child's school. Context rightly suggests that the daily impacts of this would be significant and deleterious. Thank you.

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Shannon Sjoquist

From: True Xiong
Sent: Monday, January 13, 2025 9:45 AM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

True Xiong
Inspections Support Specialist
City of Green Bay
Department of Community and Economic Development
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www.greenbaywi.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Sunday, January 12, 2025 11:54 AM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

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Online comments will be accepted up until 3 hours before the meeting.

First Name	Vincent
Last Name	Morris
Address	618 F Street NE, Apt 6
City	Washington
State	DC
Zip Code	20002

(Section Break)

Which Committee/Commission/Board do you have comments for?	Green Bay Plan Commission
What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	Proposed Planned Unit Development (PUD) for 1835 Ridge & 1820 Frank, ZP-24-40 and ZP 24-41
What is your opinion of the item?	I OPPOSE the item.
Would you like to speak at the meeting?	No, I do not want to speak at the meeting. I only want to submit my comments through this form.
Comments	Even though I live far away, I visit and love Green Bay, and because two of my close friends live in Wisconsin I am a grateful visitor to this special city. However, as I've read about this plan I have become increased worried about what it will do to the unique American experience that Lambeau Field provides to visitors. I would strongly encourage the City avoid creating a domino effect of growth and construction that diminishes the unique Lambeau tradition - and which ultimately damages the special fabric of Green Bay. I know it's always tempting to chase development and money and what looks on paper like progress. But this is a bad decision and if you go down this path we will all regret it for generations to come. And we all will look back at this vote as the day Green Bay lost its way. Please vote no and do not move this forward. I strongly oppose this item.

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Shannon Sjoquist

From: True Xiong
Sent: Monday, January 13, 2025 9:45 AM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

True Xiong
Inspections Support Specialist
City of Green Bay
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(p) 920.448.3300
www.greenbaywi.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Sunday, January 12, 2025 12:39 PM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

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Online comments will be accepted up until 3 hours before the meeting.

First Name	Sharon
Last Name	Brown
Address	1193 Raleigh St
City	GREEN BAY
State	WI
Zip Code	54304-3847

(Section Break)

Which Committee/Commission/Board do you have comments for?	Green Bay Plan Commission
What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	zp24-40 - zp24-41
What is your opinion of the item?	I OPPOSE the item.
Would you like to speak at the meeting?	No, I do not want to speak at the meeting. I only want to submit my comments through this form.
Comments	I am a 30 year resident in the Lombardi Neighborhood, who bought my house because it is a RESIDENTIAL NEIGHBORHOOD. These proposed buildings are not in height and regulation of a residential community, and should be restricted to a residential neighborhood height, and w/no entrances on Thorndale. Being surrounded by residential neighborhoods is what has made Lambeau Field looked up to!

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Shannon Sjoquist

From: True Xiong
Sent: Monday, January 13, 2025 9:45 AM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

True Xiong
Inspections Support Specialist
City of Green Bay
Department of Community and Economic Development
(p) 920.448.3300
www.greenbaywi.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Sunday, January 12, 2025 2:55 PM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

Comment Form for Committees and Council

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Online comments will be accepted up until 3 hours before the meeting.

First Name	John
Last Name	Cordry
Address	1288 Thorndale
City	Green Bay
State	Wi
Zip Code	54304

(Section Break)

Which Committee/Commission/Board do you have comments for?	Green Bay Plan Commission
What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	Lombard/Ridge rd development plan
What is your opinion of the item?	I OPPOSE the item.
Would you like to speak at the meeting?	Yes, I would like to speak at the meeting.
Comments	No driveways on Thorndale or Frank, buildings way to tall, inappropriate storm water protection. And a hotel (short stay) in what was a residential zoned neighborhood

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Shannon Sjoquist

From: True Xiong
Sent: Monday, January 13, 2025 9:46 AM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

True Xiong
Inspections Support Specialist
City of Green Bay
Department of Community and Economic Development
(p) 920.448.3300
www.greenbaywi.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, January 13, 2025 6:03 AM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

Comment Form for Committees and Council

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Online comments will be accepted up until 3 hours before the meeting.

First Name	Amanda
Last Name	Mercure
Address	1183 Thorndale street
City	Green Bay
State	Wi
Zip Code	54304

(Section Break)

Which Committee/Commission/Board do you have comments for?	Zoning & Planning Board of Appeals
What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	Development at Lombardi and ridge
What is your opinion of the item?	I OPPOSE the item.
Would you like to speak at the meeting?	No, I do not want to speak at the meeting. I only want to submit my comments through this form.
Comments	This is a residential area and the traffic flow of having this massive building on the corner would really disrupt our neighborhood. Not to mention there is a school where they struggle to have a crossing guard there and the added traffic could have some potential effects to their safety. It also takes the heart of lambeau Field being in a neighborhood out if you add this ginormous building.

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Shannon Sjoquist

From: True Xiong
Sent: Monday, January 13, 2025 10:12 AM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

True Xiong
Inspections Support Specialist
City of Green Bay
Department of Community and Economic Development
(p) 920.448.3300
www.greenbaywi.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, January 13, 2025 10:11 AM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

Comment Form for Committees and Council

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Online comments will be accepted up until 3 hours before the meeting.

First Name	Erik
Last Name	Krumholz
Address	1820 Briquelet Street
City	Green Bay
State	WI
Zip Code	54304

(Section Break)

Which Committee/Commission/Board do you have comments for?	Economic Development Authority
What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	ZP 24-40 Proposed Planned Unit Development (PUD) at 1835 Ridge and 1820 Frank
What is your opinion of the item?	I OPPOSE the item.
Would you like to speak at the meeting?	No, I do not want to speak at the meeting. I only want to submit my comments through this form.
Comments	Ms. Hummel - In my opinion, the proposed development for the empty parcels on Ridge Road / Lombardi Avenue will be poor fit for the neighborhood and for the future of the City. I echo all of the thoughts provided in the recent letter offered by the Lombardi Neighborhood Association and have a few more concerns. I understand your role is to seek development for the City and add to the tax roles and job creation in a meaningful way, however this development will require a tremendous sacrifice of all residents that surround this area. My main points of opposition and concern are the following: 1) Increased Traffic: I've read your public comments in the media recently related traffic studies and do not agree. I can't see how a loading dock for a large office building right next to a residential home on Shadow can't offer a major disturbance to the residents with greatly increased traffic and noise on a daily basis. There will be semi trucks routinely driving down Thorndale, Frank and Shadow at all hours. Additionally, adding almost 200 parking spaces for the 3 proposed structures underground parking and surface parking will greatly increase traffic in and out of the location. There was no where near that many parking spaces for the former Vainisi building and 7 residential properties.

2) Major traffic increase on Ridge Road / St. Agnes intersection as a safety hazard. It appears a great deal of traffic will be routed directly in front of the end of St. Agnes Drive, which is can be a busy intersection already without contending with traffic continually leaving this new proposed development. Making left turns for any of the directions will be a challenge. Essentially, this will now be a 4 way uncontrolled intersection which may lead to increased accidents for vehicles, bikes and pedestrians.

3) Set backs of the Office Building to Lombardi Avenue / Ridge Road intersection. The proximity of the 4-5 story office building tight to Lombardi Avenue and Ridge road does not make any sense to me. This will be a sore thumb sticking out on Lombardi Avenue. As example, the Title Town District went to great pains to provide pleasant architecture and a reasonable set back off Lombardi avenue (150 - 200 ft) for all of the structures built. In my opinion this proposed office building will be obnoxious and not fit the neighborhood at all an potentially be a blind spot for traffic and pedestrians with only a 20-30 ft set back. With over 100,000 square feet of land available, there has to be a better option.

Final thoughts:

Why are three separate structures required (two in the case of this request and one related to ZP 24-41)? This will require three construction schedules, three sets of contractors building at different times, etc - all disrupting the neighbors. Why can't the development be accomplished with one structure that sets back off Lombardi and the side streets an appropriate amount with architecture that complements the neighborhood? Is there a proposed construction schedule of all three structures?

The City is under no obligation to accept Mr. Kuehn's development plans. While the representatives for the City would likely love to have this 50 million dollar development value on the tax rolls, there likely can be much more appropriate options offered. As it appears, Mr. Kuehn has invested his own funds to purchase these residential and small commercial parcels as a form of real estate speculation. When one chooses to do this prior to having the needed approvals and

neighborhood support - there are NO guarantees the project or development will be approved by the municipality or residents. I'm hopeful the City Council rejects this proposed development in its present form and asks for additional options. Once a project like this is approved and built - there is no going back.

Email not displaying correctly? View it in your browser.

Shannon Sjoquist

From: True Xiong
Sent: Monday, January 13, 2025 12:04 PM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

True Xiong
Inspections Support Specialist
City of Green Bay
Department of Community and Economic Development
(p) 920.448.3300
www.greenbaywi.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, January 13, 2025 11:22 AM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

Comment Form for Committees and Council

The City of Green Bay welcomes input regarding actions of the Common Council or a Committee/Commission/Board. There are many opportunities for interested parties to speak at a public meeting. Signing this form does not obligate you to speak. If you decide to speak, please keep your comments relevant to the topic being deliberated, and also please compose your comments to last around 3 minutes. Thank you!

Online comments will be accepted up until 3 hours before the meeting.

First Name	Melissa
Last Name	Peterson
Address	1844 S Oneida St
City	Green Bay
State	Wi
Zip Code	54304

(Section Break)

Which Committee/Commission/Board do you have comments for?	Green Bay Plan Commission
What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	Ridge Rd and Lombardi Ave development
What is your opinion of the item?	I am IN FAVOR of the item.
Would you like to speak at the meeting?	*Field not completed.*
Comments	I feel the neighbors have had years of views of Lambeau Field and they won't want any building to take that away. It's called progress and there's been plenty of it all around this area. I am for this building. As far as traffic, there's not going to be an over abundance at one single time. Let this guy develop his plot like the packers and home owners that built large structures. Thank you

Email not displaying correctly? View it in your browser.

Shannon Sjoquist

From: Inspection Website Mail
Sent: Monday, January 13, 2025 12:56 PM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

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From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, January 13, 2025 12:17 PM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

Comment Form for Committees and Council

The City of Green Bay welcomes input regarding actions of the Common Council or a Committee/Commission/Board. There are many opportunities for interested parties to speak at a public meeting. Signing this form does not obligate you to speak. If you decide to speak, please keep your comments relevant to the topic being deliberated, and also please compose your comments to last around 3 minutes. Thank you!

Online comments will be accepted up until 3 hours before the meeting.

First Name	Jim & Bergen
Last Name	Peterson
Address	1194 Thorndale Street
City	Green Bay
State	WI
Zip Code	54304
	(Section Break)
Which Committee/Commission/Board do you have comments for?	Green Bay Plan Commission

What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	E1, E2, E3, E4
What is your opinion of the item?	I OPPOSE the item.
Would you like to speak at the meeting?	No, I do not want to speak at the meeting. I only want to submit my comments through this form.
Comments	Thank you for the opportunity to comment. Unfortunately, my wife and I will not be able to attend the meeting and speak in person. We reside at 1194 Thorndale Street. Our home is not a rental. We oppose the development as written. We do believe the property owner should have the right to develop his or her property. However, this development does not keep with the aesthetics of the neighborhood. We ask the commission to consider the following: Height of building, density of building/apartments, water retention, and traffic flow. We urge a new traffic study be performed as a lot of development has transpired with Title Town since the last study. We also ask you consider access from Lombardi and Ridge versus Thorndale and Frank. We believe the site should be developed with a plant that is a better fit for surrounding area than being proposed. Thank you again for your time. Jim and Bergen Peterson

Email not displaying correctly? View it in your browser.

Shannon Sjoquist

From: Inspection Website Mail
Sent: Monday, January 13, 2025 12:56 PM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

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From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, January 13, 2025 12:19 PM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

Comment Form for Committees and Council

The City of Green Bay welcomes input regarding actions of the Common Council or a Committee/Commission/Board. There are many opportunities for interested parties to speak at a public meeting. Signing this form does not obligate you to speak. If you decide to speak, please keep your comments relevant to the topic being deliberated, and also please compose your comments to last around 3 minutes. Thank you!

Online comments will be accepted up until 3 hours before the meeting.

First Name	Michael and Deborah
Last Name	Schreiner
Address	1201 Raleigh St
City	Green Bay
State	WI
Zip Code	54304
	(Section Break)
Which Committee/Commission/Board do you have comments for?	Green Bay Plan Commission

What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	Regular Business items 1, 2, 3, 4
What is your opinion of the item?	I OPPOSE the item.
Would you like to speak at the meeting?	No, I do not want to speak at the meeting. I only want to submit my comments through this form.
Comments	We strongly oppose the proposals submitted in these business items. The building heights are grossly out of character for our neighborhood; 52ft and 75ft (double the zoning code limit) reflect a complete disregard by the developer(s) to "add to and complement" this property and the surrounding community. Such structures belong in commercial areas, not on residential streets. And the proposed housing plans surely cannot be considered potential solutions to affordable housing problems. Commercial traffic on nearby streets, especially Thornydale, will increase. The fact that there is an elementary school on Thornydale should not be dismissed. Should these proposals be passed, know that you have taken the first steps to destroying the much cherished and renowned culture and integrity of the Lombardi Neighborhood District.

Email not displaying correctly? View it in your browser.

Shannon Sjoquist

From: Inspection Website Mail
Sent: Monday, January 13, 2025 12:57 PM
To: Stephanie Hummel
Cc: Shannon Sjoquist
Subject: FW: Online Form Submittal: Comment Form for Committees and Council

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From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, January 13, 2025 12:38 PM
To: Inspection Website Mail <InspectionWebsiteMail@greenbaywi.gov>
Subject: Online Form Submittal: Comment Form for Committees and Council

Comment Form for Committees and Council

The City of Green Bay welcomes input regarding actions of the Common Council or a Committee/Commission/Board. There are many opportunities for interested parties to speak at a public meeting. Signing this form does not obligate you to speak. If you decide to speak, please keep your comments relevant to the topic being deliberated, and also please compose your comments to last around 3 minutes. Thank you!

Online comments will be accepted up until 3 hours before the meeting.

First Name	Janet
Last Name	Angus
Address	1383 W. Mason Street and 1804 Spence Street
City	Green Bay
State	WI
Zip Code	54304
	(Section Break)
Which Committee/Commission/Board do you have comments for?	Green Bay Plan Commission

What is the date of the meeting?	1/13/2025
For which item do you wish to provide comments?	Proposed PUD for 1835 Ridge & 1820 Frank, ZP 24-40 and ZP 24-41
What is your opinion of the item?	I OPPOSE the item.
Would you like to speak at the meeting?	Yes, I would like to speak at the meeting.
Comments	USA Today recently ranked all 32 NFL Stadiums from best to worst. Lambeau Field came in second. Nancy Armour, a columnist for USA Today Sports, praised Lambeau and said what makes Lambeau so unique is the surrounding area it resides in. She said "for those not fortunate enough to have been there, it's set in the middle of a neighborhood. There are people for whom Lambeau is their backyard. It's the perfect blend of quaint, old-word charm and modern glitz, there is nothing else in the NFL like it." The developer, Mr. Kuehn, is a savvy businessman who wants to get the most out of his investments. But, the fact is that Mr. Tim Kuehn purchased numerous properties on the corner of Lombardi and Ridge Road and he destroyed them. He tore down numerous homes and two one-story office buildings. He turned the area into an unsightly gravel lot. The homes were all zoned residential. Mr. Kuehn knew what he was buying – he bought residential property - homes. Now he wants to develop those one and two story homes into 4 and 5 story commercial buildings in an area that is zoned residential under the 2022 Smart Growth Plan. The height of the buildings will cause restrictions of sight for many properties in the area. This 2022 Smart Growth Plan designates this area for low-density residential uses. The PUD's must follow the City's Comprehensive Plan until the Plan is changed. There is a process for changing the City's Comprehensive Plan and until the process is completed and the Plan is changed, the City must

follow the current Plan. In this matter the applicable Plan is the 2022 Smart Growth Plan and as Stephanie Hummel stated, the "2022 Smart Growth Plan designates this area for Low-Density Residential uses". This appears to be a case of "spot zoning".

What area in this PUD will there be improvements for public uses? Are there any population density limits? What is the extent and location of open space? What architectural, scenic, historic or natural features of the area are being preserved? Where is the "quaint old world charm of the neighborhood" in the proposed PUD? Where is the green space required by the City of Green Bay? Has a review been done regarding the green space requirements? Setback requirements have been reduced to zero and green space is less than 5%. In the Report to the Plan Commission it is noted that the applicants desire a "downtown feel". This property is not located downtown it is located in the residential area of the Lombardi Neighborhood. Perhaps Mr. Kuehn should develop his project downtown?

1. Building A

Building A is located at 1835 Ridge Road and currently zoned residential. The applicant is requesting a permit for the development of commercial building on the parcel. It has a footprint of 31,000 square feet and there is a request for the building to be 75 feet tall but the developer anticipates that the building will be only 5 stories tall. The total square footage of the building could exceed 150,000 square feet (5 X 31,000 = 155,000). The required parking spots for this size of a building according to code should be 1 spot per 300 square feet resulting in a requirement of 500 spots. The total parking including underground parking for buildings A and B is only 183 spots. This violates the code requirements for parking. Where will all of the cars park? Will they park at Lambeau Field?

The traffic will increase significantly in the neighborhood with 200 plus additional cars daily on Ridge, Thorndale and Shadow Lane. Large delivery trucks will use Thorndale and Shadow Lane potentially causing severe damage to the streets. Early hour and off-hour deliveries will disturb the quiet enjoyment of residents. The loading dock for building A is located at the Shadow Lane entrance to the site.

In the rendering of the building, on the west side of the building there is a very large lighted (EMC) sign. Allowing signs like this on a residential zoned property will start a precedent that lighted signs are allowed. What happens here will have a domino effect up and down Lombardi. Will all Lombardi Neighborhood residents have the ability to have a large lighted message sign on their property? Will each house on Lombardi Avenue have the ability to build a large sign in their backyards and to advertise on their fences?

2. Building B

The 24-unit apartment complex on the corner of Ridge and Thorndale is referred to as Building B in staff's report dated January 13, 2025. The proposed building will have a total of 39,576 square feet and a maximum height of 52 feet. The developer is proposing a 4-story building but is requesting a height of 5 stories. If the 5 story building is approved the developer could add another 8 units on an additional floor. The maximum height of 52 feet will be imposing on the neighboring properties. The height of the building will stop any views of the stadium from buildings located both north and west of the development.

Parking space is inadequate. Was a parking study done for the development? In building B, according to

code, there should be parking for at least 41 cars. (11 spots for the 3,350 square feet of retail space, 18 parking spots for the one bedroom apartments and 6 parking spots for the two bedroom apartments). Building B only has 18 underground parking stalls.

The site plain indicates that there are a total of 183 parking spots for Building A and Building B. 64 underground and 119 surface. The parking spot numbers fail to meet code requirements.

3. Ridge Road

Ridge Road will be expanded with a third lane for a center turn lane and for an additional right of way for turn lane into the site. Where will the land come from to expand the street? Will the grass be reduced between the curb and the sidewalk? How much green space will be lost?

4. Drainage and Sewer:

Problems with drainage at Spence and Thorndale already exist. Impervious surface for this lot is 95% (requirement in OR is 60%). What will be done to provide for water drainage for the lot? Again as noted in the report, setbacks have been reduced to zero setback requirements for all buildings on this site.

5. ZP 24-41: WISC Short Term Rentals LLC.

This property is currently zoned residential. This property has always been zoned residential. There has never been an office on this site. This property had a

one story home torn down.

The setbacks are reduced significantly and fail to follow code for residential zoning. The building will be 5 stories tall and will have 8 units in it. It is unclear the size of each unit. There are only 12 underground parking spots and the parking will be an issue.

The height of the building is unacceptable for the neighborhood. The building is too tall compared to the adjacent buildings.

If these apartments are to be used as short term rentals, the building will be considered a hotel and should not be built in this residential area. The commercial zoning for building hotels, restaurants and bars is on the south side of Lombardi Avenue from Oneida Street to Ashland. This short term rental building should be built in a commercially zoned area.

In conclusion, while I understand and support the need for development, it must be done in a manner that preserves the charm of the neighborhood. This quaint old world charm is loved and admired by national sports reporters, NFL players, the NFL, tourists and residents of Green Bay. It seems that the City of Green Bay is putting money before the neighborhood. This neighborhood has always been residential. This development is a turning point in Green Bay history. This is a residential neighborhood and it is turning into a large commercial development.

The caricature of Green Bay is of a residential neighborhood with an iconic stadium in a middle of the neighborhood. Will it become a stadium located in the middle of a commercial district? It is disappointing that

the uniqueness of Lambeau Field and the surrounding area is being forgotten and destroyed.

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Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
January 21, 2025	Stephanie Hummel, Staff

AGENDA ITEM # N.2

To approve the request to establish a Planned Unit Development located at 1835 Ridge Road with conditions. (ZP 24-41 Public Hearing held January 13, 2025).

BACKGROUND

Primary Address: Northeast corner of 1835 Ridge Road

Alderperson/District: Ald. Wery / District 8

Reason for Request: To permit the development of an 8-unit multi-family building

Subject Parcel Zoning and Land Use: Subject property is currently zoned Office Residential. It is vacant green space.

Surrounding Zoning and Land Uses:
North: Low-Density Residential (R1) | Single- and Two-Family Homes
South: Office Residential (OR) | Single-Family Home and Vacant Green Space
West: Office Residential (OR) | Single-Family Home and Vacant Green Space
East: Low-Density Residential (R1) | Two-Family Homes

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Low-Density Residential uses. While PUDs should generally follow the City's Comprehensive Plan, we are in the process of updating our comprehensive plan. Draft data shows this area should be designated for higher density and mixed use.

Analysis: This PUD proposal will be on a to-be-created parcel located on the northeast corner of 1835 S Ridge Road, near the southwest intersection of Thorndale and Frank Streets. The parcel will be 7,277 square feet / 0.17 acres. The creation of the parcel is a requirement of the PUD and noted as a condition of approval. The PUD in general is to allow for a higher density residential building near a commercial corridor. The applicant is interested in requirements closer to our Downtown (D) district versus the existing Office Residential (OR) district.

The building proposed as part of this PUD will be an 8-unit multi-family building. Twelve (12) underground parking stalls are proposed, with vehicular access on Frank Street. The building will be 5,220 square feet and be a maximum of 52 feet in height (approximately five (5) stories). This would create approximately 72% impervious coverage. The draft PUD allows for 80% to allow for flexibility in final building design (OR requirement is 60%; D is 100%).

Building setbacks are the most notable exception from the OR zoning district, as noted below:
<u>OR Setbacks</u>:
Front: 15 feet minimum; 25 feet maximum
Rear: 25 feet

Side: 6 feet minimum, 16 feet total

Proposed Setbacks:
Front: 1-20 feet
Rear: 6 feet
Side (Thorndale): 3 feet
Interior Side: 3 feet

The front setback was requested at 1-20 feet, with the building shown at 20 feet. Many of the surrounding residential uses have a 20-foot front setback and that would be appropriate for this development as well. Staff has reduced the applicants rear and side setback requests to a zero (0) foot setback requirement to allow for flexibility in final building design, and to match the setbacks granted as part of ZP 24-40, which is located on the rest of the block. We have also added a five (5) setback/buffer requirement across the front (Frank Street) side. This would reduce the front patio/landscaped area by four (4) feet.

The building rendering provided and attached shows many high-quality materials being used. The draft PUD lists appropriate materials to achieve this look, and the applicant must closely follow the submitted rendering.

A condition has been added that this PUD will only be valid is the PUD for the rest of the block (ZP 24-40) is executed. This is a unified and planned development campus. This proposal would not stand alone without the neighboring project. Typically, only one PUD would be done over the entire area, but the applicants requested separate PUDs for the separate parcels and ownership.

A neighborhood meeting was held on Thursday, October 3, 2024. Approximately 60 members of the community attended. Many in attendance were not supportive of the building proposal at its initial location, at the northeast corner of Frank and Shadow, noting the building height was inappropriate immediately adjacent to single-family homes.

After this and discussions with City Staff, the applicant moved the building location to the "main site" of 1835 S Ridge Street. This will alleviate the encroachment into the single-family neighborhood and will be more conducive to creating a mixed-use block on the main site to properly engage with the commercial corridor of Lombardi Avenue and neighboring Lambeau Field.

Ald. Wery, Lombardi Neighborhood Association, and property owners within 400-feet have been notified of the request. These neighbors were also notified when this was first applied for (Fall 2024). At that time, we received some neighborhood opposition. With the updated mailing for the new proposal, we have received a few calls looking for information, a call in opposition, and public comments that were attached to the associated PUD (ZP 24-40), including a letter from the neighborhood association.

RECOMMENDATION

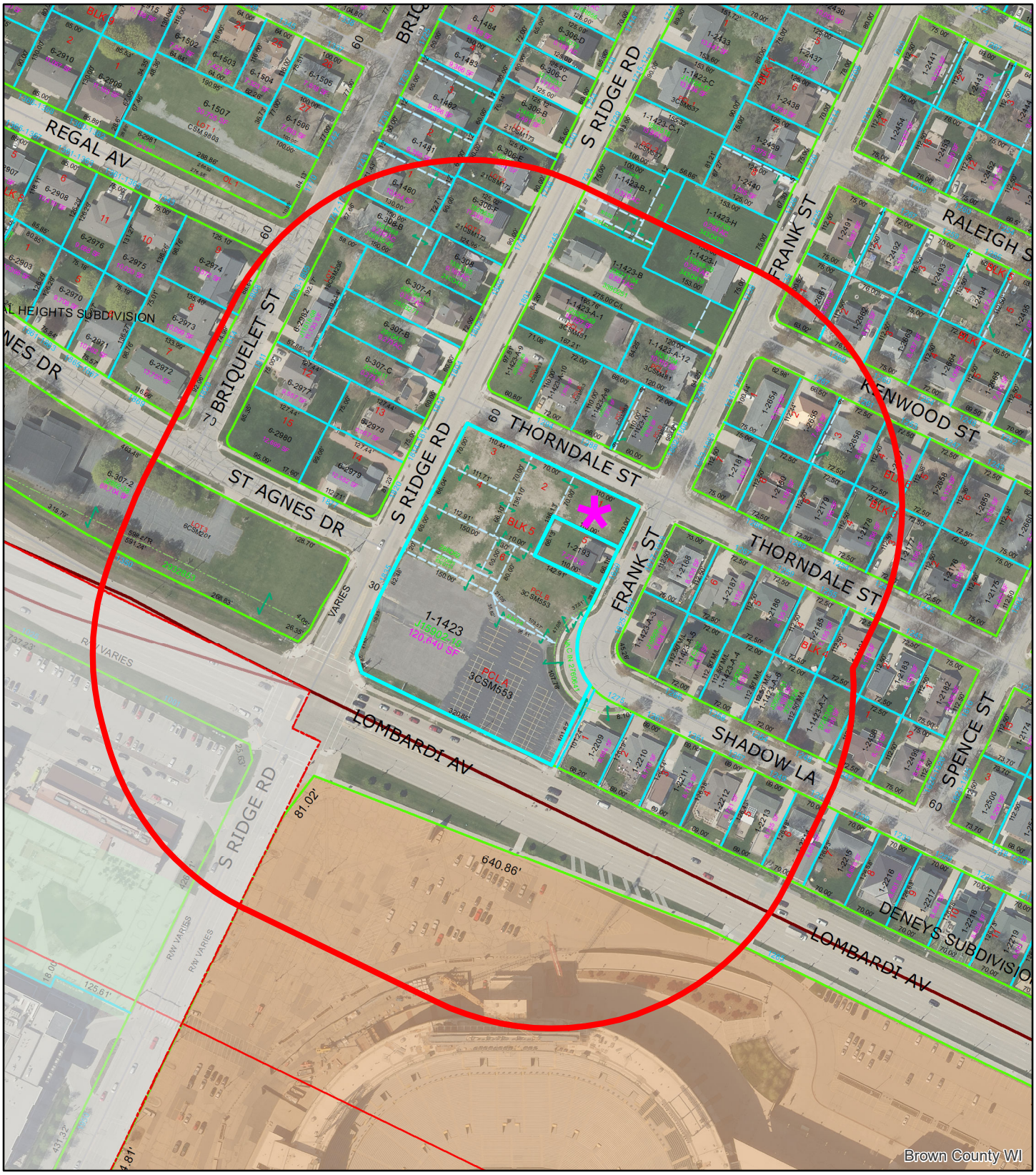
Approval of the request, subject to the draft PUD and the following condition:

1. A land division is required to create a new parcel for the PUD, as described in the attached PUD Ordinance.
2. This PUD is not considered valid until the associated PUD (ZP 24-40) is executed.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-41 Map, Exhibit A
2. ZP 24-41 Site Plan, Exhibit B
3. ZP 24-41 Building Renderings, Exhibit C
4. ZP 24-41 Updated PUD Narrative
5. ZP 24-41 Updated Application
6. ZP 24-41 Z.O. 02-25, DRAFT PUD Thorndale-Frank



(ZP 24-41) PUD at 1835 Ridge Road and 1820 Frank Street

Feet
0 55 110 220

N

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 23 Oct 2024 X:\Planning\Basemaps\template_8.5x11.mxd

Project Site

1835 Ridge & 1820 Frank

400' Notification Area

- Planned Unit Development -

City of Green Bay, Brown County, Wisconsin.

TAX PARCEL NO. 1-1423-A-3

Planned Unit Development

Frank St. & Shadow Ln.

WISCO Short Term Rentals LLC

vierbicher
planners | engineers | advisors

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

File: D-12114Layout 112524.dwg

Data File:

Fieldwork Completed:

DRAWN BY BAR

SCALE 1"=30'

PROJECT NO. D-12114

SHEET NO. 1 of 1

DRAWING NO. S-3717

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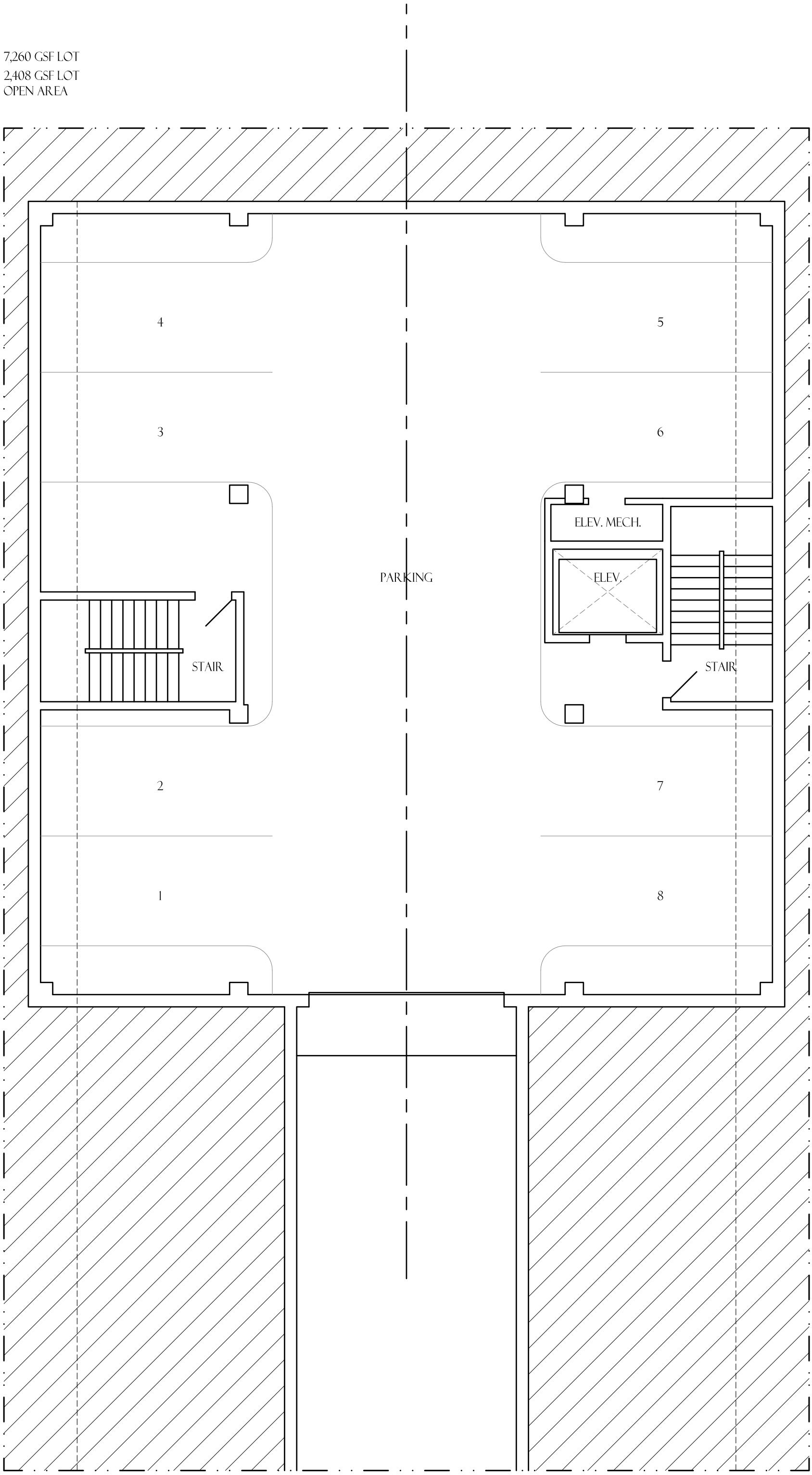
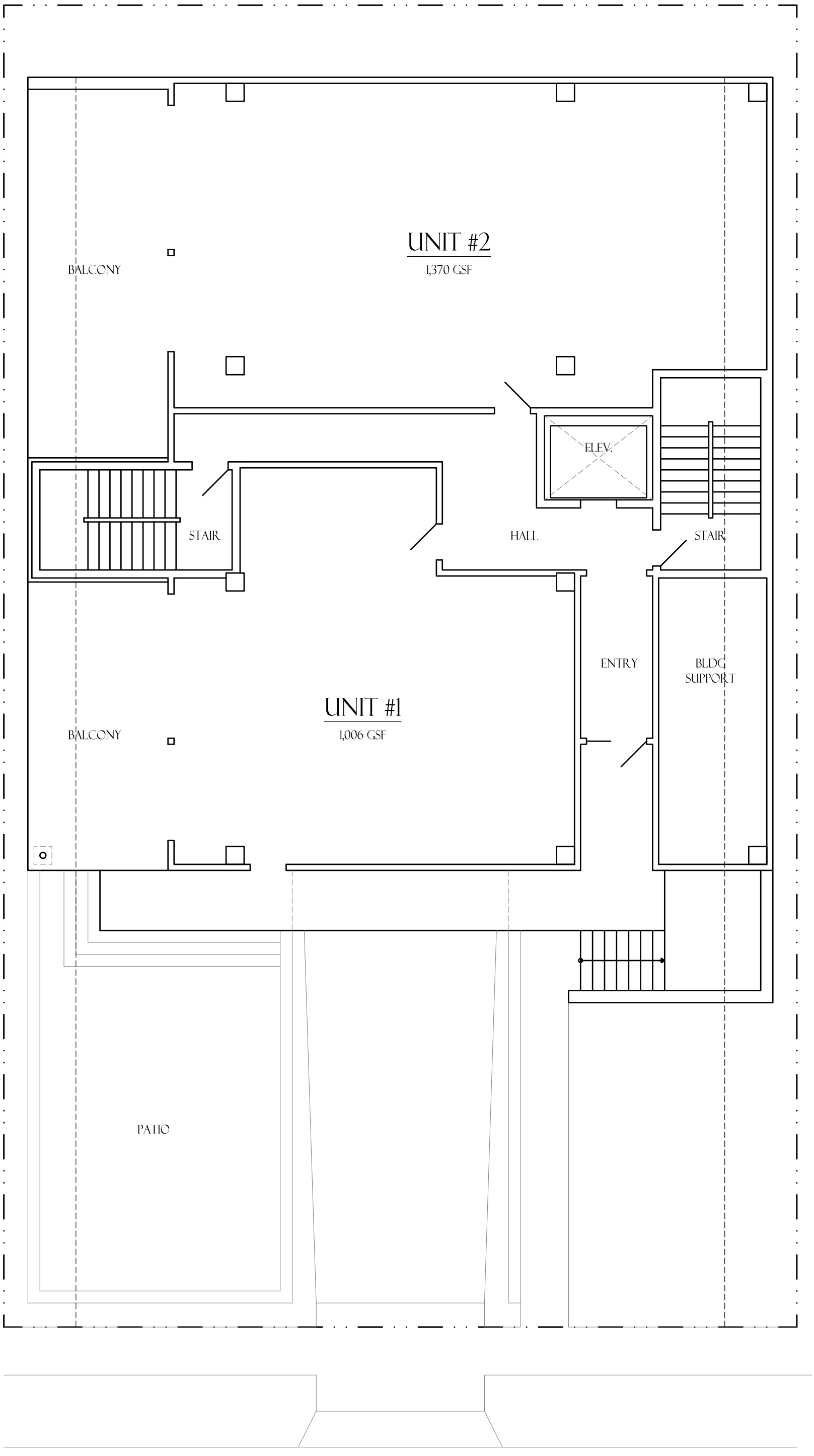
architecture & design

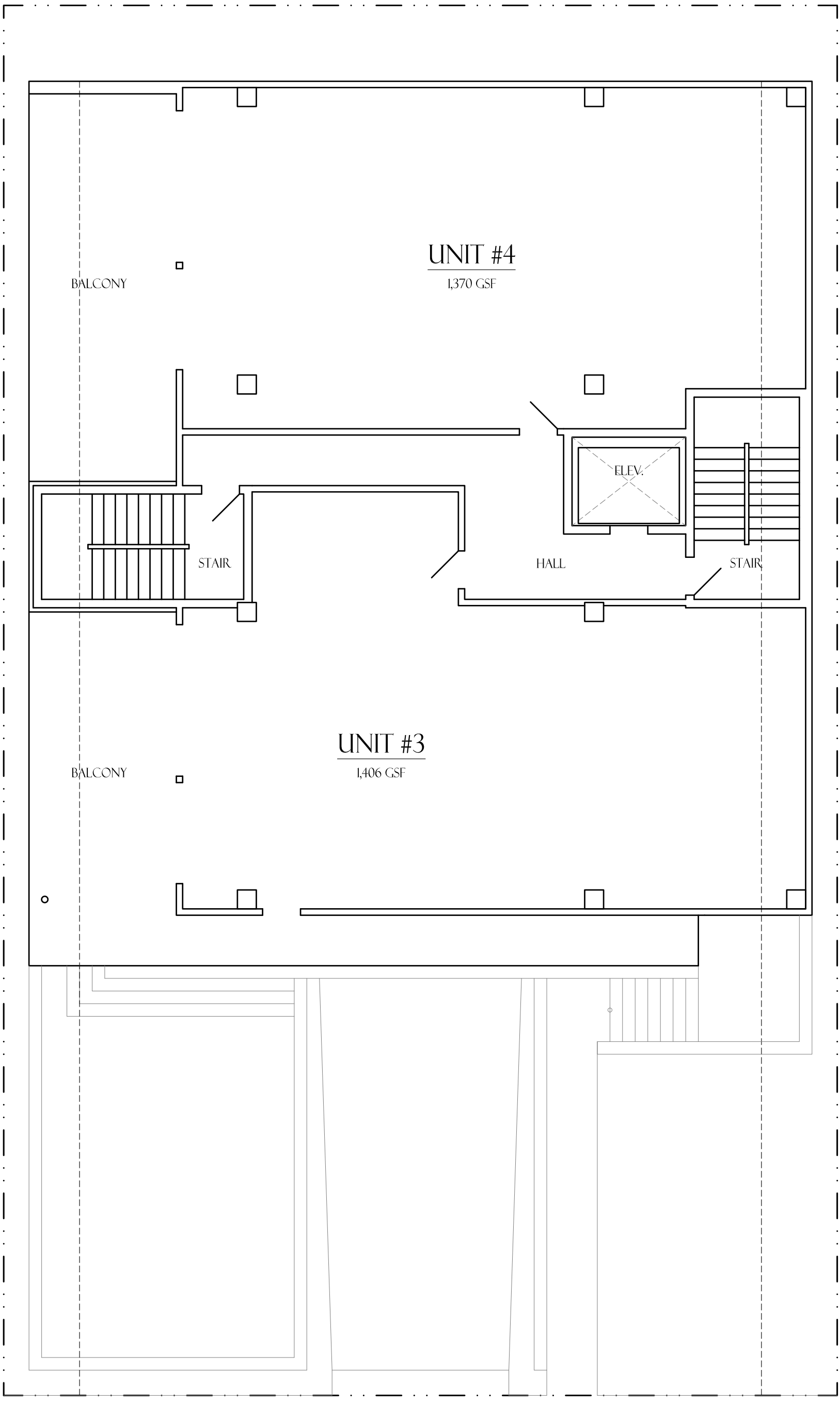
www.studiode.us
920.819.6700

@
The Lofts @ Lamboeu

7,260 GSF LOT
2,408 GSF LOT
OPEN AREA




UNIT #2
1,370 GSF
BALCONY
ELEV.
STAIR
HALL
STAIR
ENTRY
BLDG
SUPPORT
UNIT #1
1,006 GSF
BALCONY
PATIO


UNIT #4
1,370 GSF
BALCONY
ELEV.
STAIR
HALL
STAIR
UNIT #3
1,406 GSF
BALCONY

THE LOFTS AT LAMBEAU PUD

Residential development at the Southwest corner of Frank Street and Thorndale Street

LEGAL DESCRIPTION

Part of Lot 1, Block 5, of Thorndale Subdivision, Volume 8, Plats, Page 42, Document No. 499151, Brown County Records, all in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Surveyor Monument No. 40 Y/Z-14/15(1); thence N25°52'40"E, 539.53 feet to Brown County Surveyor Monument No. 40Y/Z-14/15, being an angle point on the Centerline of Private Claim 13, WSFR, located at the intersection of the centerline of Lombardi Ave and Ridge Road; thence N26°49'26"E, 80.49 feet along the centerline of Ridge Road; thence S63°10'33"E, 38.10 feet to the East right of way of said Ridge Road; thence N21°01'08"E, 41.60 feet along said East right of way; thence N21°08'08"E, 50.21 feet along said East right of way; thence N26°51'01"E, 298.31 feet along said East right of way to the South right of way of Thorndale Street; thence S64°07'51"E, 180.51 feet along said South right of way to the point of beginning; thence S25°52’29”W, 66.13 feet; thence S64°07’51”E, 110.00 feet to the West right of way of Frank Street; thence N25°52'29"E, 66.18 feet along said West right of way to its intersection with said South right of way of Thorndale Street; thence N64°07’41”W, 110.00 feet along said South right of way to the point of beginning.

Parcel contains 7,277 square feet / 0.17 acres more or less.

PUD NOTES

-PUD language with similar restrictions/allowances to downtown district

-Parking stats:

underground = 12 stalls

-Building Setbacks

One (1) foot minimum to twenty (20) feet maximum front yard

Six (6) foot minimum rear yard

Three (3) foot minimum side yard

-Building Height

Fifty (52) feet (5 floors) with possibility of roof top deck

REQUEST FOR CITY ACTION
PLAN COMMISSION

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

Location of Property: Thorndale St. & Frank St.

Parcel Number(s): 1-1423 & 1-2193

Petitioner(s): Vierbicher (Steve Bieda) Date: 12/17/24

Email: sbie@vierbicher.com Phone Number: 920-434-9670

Address: 400 Security Blvd City: Green Bay State: WI Zip: 54313

Property Owner: Wisco Short Term Rentals LLC - Mike Coppens Phone Number: 920-562-0307

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

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

I, Steve Bieda of Vierbicher, respectfully request that the City of Green Bay take the following action:

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

Owner Signature: _____ Date: 12/18/2024

Petitioner Signature(s): _____ 12/18/24

Checklist of required attachments:

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

For office use only:

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

ZONING ORDINANCE NO. 02-25

AN ORDINANCE ZONING CERTAIN LAND LOCATED AT THE NORTHEAST CORNER OF 1835 S RIDGE ROAD AS A PLANNED UNIT DEVELOPMENT DISTRICT (ZP 24-41)

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:

Part of Lot 1, Block 5, of Thorndale Subdivision, Volume 8, Plats, Page 42, Document No. 499151, Brown County Records, all in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Surveyor Monument No. 40 Y/Z-14/15(1); thence N25°52'40"E, 539.53 feet to Brown County Surveyor Monument No. 40Y/Z-14/15, being an angle point on the Centerline of Private Claim 13, WSFR, located at the intersection of the centerline of Lombardi Ave and Ridge Road; thence N26°49'26"E, 80.49 feet along the centerline of Ridge Road; thence S63°10'33"E, 38.10 feet to the East right of way of said Ridge Road; thence N21°01'08"E, 41.60 feet along said East right of way; thence N21°08'08"E, 50.21 feet along said East right of way; thence N26°51'01"E, 298.31 feet along said East right of way to the South right of way of Thorndale Street; thence S64°07'51"E, 180.51 feet along said South right of way to the point of beginning; thence S25°52’29”W, 66.13 feet; thence S64°07’51”E, 110.00 feet to the West right of way of Frank Street; thence N25°52'29"E, 66.18 feet along said West right of way to its intersection with said South right of way of Thorndale Street; thence N64°07’41”W, 110.00 feet along said South right of way to the point of beginning.

Planned Unit Development area contains 7,277 square feet / 0.17 acres, more or less.

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

A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to accommodate housing with convenient access to commercial facilities, as well as the promotion of integrated land uses allowing for a mixture of residential, commercial, and public facilities along corridors and in transitional areas. The overall appearance and design of the site and improvements shall comply with the attached Exhibits and as regulated within this PUD.

B. Development Site. The area included within this PUD consists of all land described above, currently part of Parcel 1-1423. A Land Division is required

to create a new parcel, as described above, for this PUD to be in effect. A PUD amendment shall be required for any future changes that do not comply with this PUD.

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

1. Multi-Family Residential Uses
    a. Eight (8) multi-family units are allowed. Any changes to overall unit number will require an update to this PUD.
2. Accessory uses customarily associated with multiple family dwelling including but not limited to a lobby, mail room, janitorial services, community room that may be made available to public entities, office space associated with the principal use, home occupations, childcare for residents, educational spaces for residents, outdoor gathering spaces, and other uses deemed appropriate by the Zoning Administrator.

D. Prohibited Uses. Land uses not listed in Section C shall be considered prohibited uses within this PUD. A PUD amendment is required for any additional uses.

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

1. Setbacks. Setbacks shall be established in conformity with the approved site plan. In no case shall setbacks, from all public street frontages, be less than as follows:
    a. Front Yard Setback (Frank Street): Building setback shall be 20 feet from the property line. A five (5) foot front setback/buffer shall be required for any hardscaping related to a patio area and/or landscaping area.
    b. Rear Yard Setback: Building setback shall be zero (0) feet from the property line.
    c. Side Yard Setback (Thorndale Street): Building setback shall be zero (0) feet from the property line.
    d. Interior Side Yard Setback: Building setback shall be zero (0) feet from the property line.
2. The building shall not exceed 5,822 square feet.
3. Impervious Surface shall not exceed 80%.
4. Density is allowed at a minimum of 900 square feet per dwelling unit.
5. All other dimensional and area provisions, including accessory buildings, shall be regulated under the Downtown (D1) Zoning District.

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

1. The building height shall not exceed 52 feet and/or five (5) stories.
2. All rooftop and ground level mechanical equipment shall be screened from public view using architectural treatments consistent with the overall design of the structure.
3. Exterior Materials. Building materials should be durable and appropriate for the district.
    a. Exterior building façades shall be predominately:
        i. Brick or brick veneer
        ii. Stone or stone veneer
        iii. Glass windows and doors
    b. The following materials may be used as secondary building façade materials. Secondary materials shall not cumulatively exceed 20% of any façade:
        i. Concrete panels
        ii. Decorative or split-face block
        iii. Architectural/decorative metals
        iv. Wood or wood composite
        v. Cementous panels/siding or stucco
    c. The following materials are prohibited exterior building façade materials:
        i. Smooth face or non-decorative block.
        ii. Asphaltic, fiberglass, vinyl or metal siding.
        iii. Non-decorative metal panels or corrugated metal.
        iv. Plywood, chipboard, rough texture wood siding, or other non-decorative wood.
        v. Imitation/“fake” brick or stone and gravel aggregates.

G. Access, Circulation, and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code, and the following standards:
    1. The driveway shall only lead to the underground parking area; no parking is permitted in this area.
    2. The driveway shall not exceed 25 feet in width.
    3. Parking shall be provided underground with a minimum of 8 stalls.

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 Varied-Density Residential (R3) Zoning District, and the following:
    1. All signs shall be illuminated on the exterior. No internally illuminated signs are allowed on the property due to adjacent residential properties.

I. Lighting. All lighting within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article V of the Green Bay Municipal Code.

J. Refuse and Mechanical Equipment. All refuse shall be enclosed within the building. 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.

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.

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 Varied-Density Residential (R3).

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

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2025.

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, City Clerk

sh:

Attachments:
Exhibit A - Location Map
Exhibit B – Site-Building Layout
Exhibit C - Conceptual Plans

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
January 21, 2025	David Buck, Staff

AGENDA ITEM # N.3

To approve the request to amend the Smart Growth 2022 Comprehensive Plan for 500 Day St from future Industrial land-use to downtown land-use. (CPA 24-05 Public Hearing held January 13, 2025).

BACKGROUND

Reason for Request: The proposed comprehensive plan amendment would allow for the future rezoning of the property for mixed uses development potential and expansion of Green Bay's downtown.

Surrounding Zoning and Land Uses:
Subject Property: General Industrial (GI) | Vacated/Closed Paper Mill (Georgia Pacific)
North: General Industrial (GI) | Paper Mill (Proctor & Gamble)
South: Downtown Two (D2) | East River & Vacated/Closed Office Complex (WPS)
East: General Industrial (GI) & Public Institutional (PI) | Storage lots, Church and Transit
West: N/A | Fox River

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends General Industrial use for this property as well as the properties to the north and east as industrial expansion areas. The Comprehensive Plan recommends Parkway and Downtown uses to the south.

Report: The request for the Future Land-Use alteration includes a single 44.267-acre parcel of land (Parcel Number 7-1). It is located at the northwest corner of University Avenue and North Quincy Street with the confluence of the Fox River and East Rivers to the south and west. The property has approximately 1,850 feet of frontage on North Quincy Street and University Avenue and approximately 2,340 feet of river frontage. It is bordered on the north by railroad tracks and on the east by affiliated Georgia Pacific outdoor storage yards, parking lots, and warehousing. There is also a single block of north Quincy Avenue that contains a religious institution, automobile repair business and the entrance to the Green Bay Metro Transportation Center. The parcel is currently zoned GI General Industrial.

The Georgia Pacific Paper Mill (under several operating names) was established at this location in 1901 and became the birthplace of Quilted Northern Bathroom Tissue and a big reason Green Bay is recognized as the "toilet paper capital of the world." Following 122 years of operation the company announced the closure and shutdown of operations at the Georgia Pacific Paper Mill at 500 Day Street based on customer demand of products manufactured at the site, bath tissue manufacturing upgrades, lesser comparable assets at other mills and the substantial $500 million investment in upgrades at their Broadway mill. This closure closely followed the decommission and clearing of the 15-acre WI Public Service office campus adjacent to the south of the 500 Day Street property across the East River.

With these two significant downtown riverfront properties becoming available for sale and redevelopment, the City initiated a more thorough and broader look at land uses in the area and believe changes are needed at this time. Advantages to changing land-use and rezoning this location include:

- Potential to connect the north and south side of the East River in a more unified and organized fashion.
- Utilization of the location of Green Bay Metro Transportation Center for transportation interconnections. Green Bay Metro Transit Center is approximately 500 linear feet from the subject site, providing close and convenient transportation options for potential employees and residents.
- Ability to improve the aesthetics of the property as it is one of the gateway locations to the city center from University Avenue and both rivers.
- Potential for much more rapid redevelopment as land use options (permitted uses) are drastically increased from industrial to mixed uses. Additionally, potential employment opportunities for service and commercial activities generally outnumber industrial warehousing and many modern manufacturing employment numbers.
- Improved tax base for the community in that the value of commercial, mixed-use or residential properties downtown far exceed general industrial uses.
- Higher and better use of the waterfront potentially including shore improvements and riverfront access to the public.
- Uses are more compatible with surrounding uses and needed in the downtown area including commercial/service/office, mixed-use and higher density residential. The downtown area is limited in the amount of land available for redevelopment. This 44+ acre property could provide a needed increase.

The presence of general industrial uses to the north as well as the active railroad (running west to east) adjacent the property to the north makes staff contemplate the idea that a light industrial land use adjacent the tracks would be acceptable and possibly even more desirable than straight downtown future land use. However, as the site is currently all one single parcel and the fact that there is no development proposal for light industrial uses that we are aware of, staff believes it is appropriate to change the future land-use for the entire lot to Downtown with the understanding that should a user come forward that staff would likely recommend approval of the change of said undefined buffer area to a light industrial future land use.

As the Plan Commission is aware, the City's Comprehensive Plan rewrite effort is currently underway. The consulting team, staff, Advisory Group, and citizens have been discussing and analyzing future land use for the entire city and will be more thoroughly reviewing the land area bound by North Quincy Street on the west, the East River on the south, Eastman Avenue on the north and Webster Avenue on the east. Changes in existing land uses and changes to regulatory controls such as FEMA floodplain maps have provided a different environment than when the Smart Growth 2022 Comprehensive Plan was adopted in 2003. Staff would have liked to include a Comprehensive Plan future land use change and potentially rezoning for this entire area at this time however reaching out to nearly 200 properties involved is a large undertaking that is more appropriate to include in the rewrite of future land uses when the rest of the City is done.

Alderperson Proffitt, Alderperson Johnson (neighboring Aldermanic District), The Olde North Neighborhood Association, the Downtown Neighborhood Association (neighboring neighborhood association) and property owners within 400+ ft. have been notified of the meeting by mail and a zoning action pending sign has been placed on the property per Plan Commission policy. Staff have not received any inquiries about the request as of the drafting of this report.

RECOMMENDATION

Approval of amending the Comprehensive Plan future land use plan from General Industrial to Downtown.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-48_CPA 24-05 Application
2. CPA 24-05 & ZP 24-48 Location Map

REQUEST FOR CITY ACTION
PLAN COMMISSION

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

Location of Property: 500 Day Street

Parcel Number(s): 7-1

Petitioner(s): CitGreen Bay-Dept of Comm. Dev. (Cheryl Renier-Wi Date: 11/13/24

Email: cheryl.renier-wigg@greenbaywi.gov Phone Number: 920.448.3412

Address: 100 S Jefferson Street -Room 608 City: Green Bay State: WI Zip: 54301

Property Owner: GEORGIA PACIFIC CONSUMER PRODUCTS LF Phone Number: —

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

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

I, Cheryl Renier-Wigg, respectfully request that the City of Green Bay take the following action:

- [x] Rezone Property ($375.00 Review Fee)
- [ ] Conditional Use and CUP Amendment, including Single Lot Duplexes ($375.00 Review Fee)
- [ ] PUD and PUD Amendments ($425.00 Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Subdivision Plat ($150.00 + $35.00 per Lot/Outlot Review Fee)
- [ ] Approve Preliminary Condominium Plat ($250.00 + $35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Certified Survey Map ($250.00 Review Fee)
- [ ] Approve Final City/Extraterritorial Subdivision Plat ($150.00 Review Fee)
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- [x] Comprehensive Plan Amendments ($275.00 Review Fee)
- [ ] Other ($200.00 Administration Fee): _____

Owner Signature: N/A City iniated Date: 11/13/24

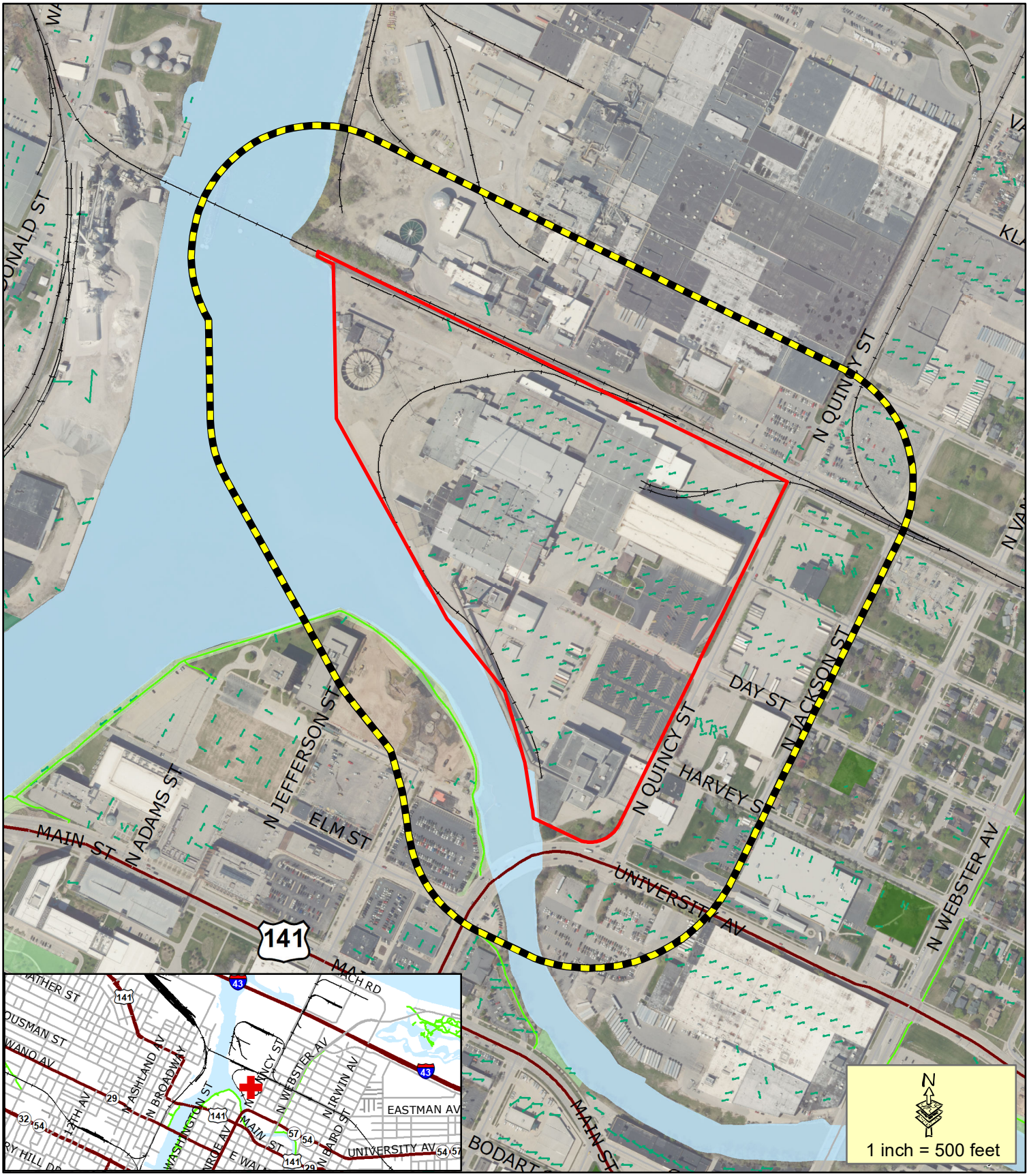
Petitioner Signature(s): Cheryl Renier-Wigg

Checklist of required attachments:

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

For office use only:

Review Fee: _____ Receipt No.: _____ Zoning Petition No.: CPA 24-05 / ZP 24-4



Proposed CPA & ZP

400+' Property Owner Notice

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Map prepared by DB

Comp Plan Amendment (CPA 24-05)
& Zoning Petition (ZP 24-48)
Proposed Future Land-Use &
Zoning District Change at
500 Day Street (Parcel 7-1)

CITY OF GREEN BAY 1854 Titletown, USA

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
January 21, 2025	David Buck, Staff

AGENDA ITEM # N.4

To approve the request to rezone 500 Day St from GI General Industrial District to D2 Downtown Two District. (ZP 24-48 Public Hearing held January 13, 2025).

BACKGROUND

Reason for Request: The proposed zone change of the property from GI General industrial to D2 Downtown Two will allow a much greater mix of future uses, a higher density and the expansion of Green Bay's downtown.

Surrounding Zoning and Land Uses:
Subject Property: General Industrial (GI) | Vacated/Closed Paper Mill (Georgia Pacific)
North: General Industrial (GI) | Paper Mill (Proctor & Gamble)
South: Downtown Two (D2) | East River & Vacated/Closed Office Complex (WPS)
East: General Industrial (GI) & Public Institutional (PI) | Storage lots, Church and Transit
West: N/A | Fox River

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends General Industrial use for this property as well as the properties to the north and east as industrial expansion areas. The Comprehensive Plan recommends Parkway and Downtown uses to the south. Corresponding request CPA 24-05 on this agenda recommends a change in the future land-use from General Industrial to Downtown.

Report: A dual request Comprehensive Plan (CPA 24-05) amendment and zoning change (ZP 24-48) application involving a single 44.267-acre parcel of land (Parcel Number 7-1) has been submitted by the City of Green Bay Department of Community and Economic Development. The property is located at the northwest corner of University Avenue and North Quincy Street with the confluence of the Fox River and East Rivers to the south and west. The property has approximately 1,850 feet of frontage on North Quincy Street and University Avenue and approximately 2,340 feet of river frontage. It is bordered on the north by railroad tracks and on the east by affiliated Georgia Pacific outdoor storage yards, parking lots, and warehousing. There is also a single block of north Quincy Avenue that contains a religious institution, automobile repair business and the entrance to the Green Bay Metro Transportation Center. The parcel is currently zoned GI General Industrial.

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With these two significant downtown riverfront properties becoming available for sale and redevelopment, the City initiated a more thorough and broader look at land uses and zoning in the area and believe changes are needed at this time. Advantages to changing land-use and zoning of this location include:

- Potential to connect the north and south side of the East River in a more unified and organized fashion.
- Utilization of the location of Green Bay Metro Transportation Center for transportation interconnections. Green Bay Metro Transit Center is approximately 500 linear feet from the subject site, providing close and convenient transportation options for potential employees and residents.
- Ability to improve the aesthetics of the property as it is one of the gateway locations to the city center from University Avenue and both rivers.
- Potential for much more rapid redevelopment as land use options (permitted uses) are drastically increased from industrial to mixed uses. Additionally, potential employment opportunities for service and commercial activities generally outnumber industrial warehousing and many modern manufacturing employment numbers.
- Improved tax base for the community in that the value of commercial, mixed-use or residential properties downtown far exceed general industrial uses.
- Higher and better use of the waterfront potentially including shore improvements and riverfront access to the public.
- Permitted uses are more compatible with surrounding uses and needed in the downtown area including commercial/service/office, mixed-use and higher density residential. The downtown area is limited in the amount of land available for redevelopment. This 44+ acre property could provide a needed increase.

The presence of general industrial uses and GI zoning to the north as well as the active railroad (running west to east) adjacent the property to the north makes staff contemplate the idea that a light industrial land use adjacent the tracks would be acceptable and possibly even more desirable than straight downtown future land use. However, as the site is currently all one single parcel and the fact that there is no development proposal for light industrial uses that we are aware of, staff believes it is appropriate to change the zoning designation to Downtown with the understanding that should a user come forward that staff would likely approve the change of said buffer area to a LI light Industrial District, depending on the development proposal.

As the Plan Commission is aware, the City's Comprehensive Plan rewrite effort is currently underway. The consulting team, staff, Advisory Group, and citizens have been discussing and analyzing future land use for the entire city and will be more thoroughly reviewing the land area bound by North Quincy Street on the west, the East River on the south, Eastman Avenue on the north and Webster Avenue on the east. Changes in existing land uses and changes to regulatory controls such as FEMA floodplain maps have provided a different environment than when the Smart Growth 2022 Comprehensive Plan was adopted in 2003. Staff would have liked to include a Comprehensive Plan future land use change and potentially rezoning for this entire area at this time however reaching out to nearly 200 properties involved is a large undertaking that is more appropriate to include in the rewrite of future land uses and more collective zone change when the rest of the City is done.

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RECOMMENDATION

Approval of the zoning district change from GI General Industrial to D2 Downtown Two.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-48_CPA 24-05 Application
2. CPA 24-05 & ZP 24-48 Location Map

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Owner Signature: N/A City iniated Date: 11/13/24

Petitioner Signature(s): Cheryl Renier-Wigg

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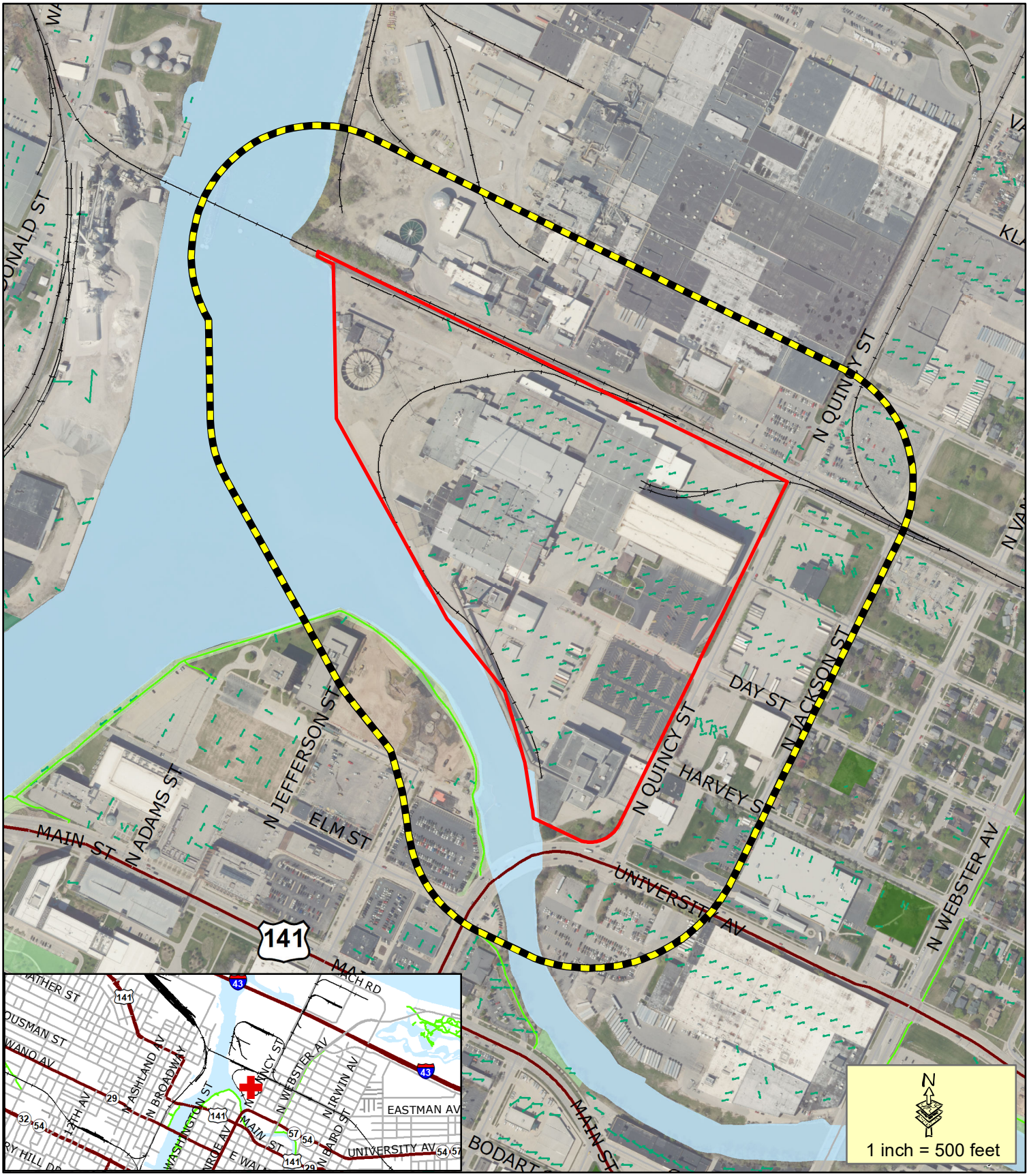

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Comp Plan Amendment (CPA 24-05)
& Zoning Petition (ZP 24-48)
Proposed Future Land-Use &
Zoning District Change at
500 Day Street (Parcel 7-1)

CITY OF GREEN BAY 1854 Titletown, USA

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
January 21, 2025	Dena Mooney, Staff

AGENDA ITEM # N.5

To approve the request for a Conditional Use Permit (CUP) to allow a single-family home use within the (OR) Office-Residential district at 158 N. Maple Street with conditions. (ZP 24-50 Public Hearing held January 13, 2025).

BACKGROUND

Reason for Request: To permit the development of a single-family residential home with a covered front porch that extends 6 feet into the front yard setback within the Office Residential (OR) district.

Subject Parcel Zoning and Land Use: Subject property is zoned Office Residential (OR) and is a vacant lot.
Surrounding Zoning and Land Uses:
North: Office Residential (OR) | Single Family Residence
South: Office Residential (OR) | Single Family Residence
East: Office Residential (OR) | Multi Family Residence
West: Office Residential (OR) | Single Family Residence

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for medium/high density residential. While Ch. 66.1001 Wis. Stats. does not specifically require conditional uses to meet the consistency requirement of the Comprehensive Plan, the proposed conditional use permit is consistent in regards to density. Medium-High Density Residential uses should be 8 or more units per acre. Since the lot size of 158 N. Maple Avenue is 4,131 sq. ft., the density matches the comp plan land use recommendation at 10 units per acre, however the single-family style of housing does not. The proposed use of the subject property is compatible with and is not contradictory to the applicable recommended policy and the future land use map when considering site limitations.

Analysis: The parcel at 158 N. Maple Avenue is a corner lot located at the southeast intersection of Hubbard and North Maple Streets. The parcel contained a three-story residence, which had been used for multi-family residential uses in the past but was unoccupied for years. In 2024, the home was demolished, and now a vacant parcel remains.

The site is currently owned by the City of Green Bay Redevelopment Authority (RDA). Neighborworks Green Bay has applied to the RDA for a one-year development agreement to build a single-family residence. The RDA will be reviewing the proposal. The applicant seeks to build a two-story home with three bedrooms and 1½ baths with a detached, 1-car garage. Based on the site plan, a variance to the rear yard setback appears to be necessary (proposed 20.3 feet where 25 feet is required). In the Office-Residential (OR) zoning district, a detached single-family dwelling requires a Conditional Use Permit (CUP). The home would also include a covered front porch, which needs a CUP as well.

Neighborworks Green Bay is requesting to include a 6'x24' covered porch on the front of this home. Based on lot averaging, the front yard setback is 21 feet. The home is proposed to be setback 21 feet in the front

along Maple Avenue. With the addition of the covered porch, the front yard setback would be 15 feet putting the porch 6 feet into the front yard setback. Covered front porches are common in this neighborhood.

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

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

Staff believes the single-family use and the extension of the covered front porch an additional 6 feet into the front yard setback is acceptable and meets the standards for CUP approval.

Ald. Johnson, Fort Howard Neighborhood Association, and property owners within 200 feet of the parcel were notified of the request for action. Staff has not received inquires on the action as of the drafting of this report.

RECOMMENDATION

Approval of the request to allow a single-family residential home with a covered front porch to extend 6 feet into the front yard setback within the Office Residential (OR) district, subject to:

(1) A development agreement shall be approved by the City of Green Bay Redevelopment Authority.
(2) Site plan approval by the Office of Community and Economic Development.
(3) Compliance with all other regulations of the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-50 Application
2. ZP 24-50 Map
3. ZP 24-50 Site Plan
4. ZP 24-50 Elevations

REQUEST FOR CITY ACTION
PLAN COMMISSION

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

Location of Property: 158 N. Maple Street, Green Bay, WI 54301

Parcel Number(s): 4-95

Petitioner(s): David Erickson for NeighborWorks Green Bay Date: 12/9/24

Email: david@nwgreenbay.org Phone Number: 920-448-3075

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

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

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

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

I, David Erickson, respectfully request that the City of Green Bay take the following action:

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

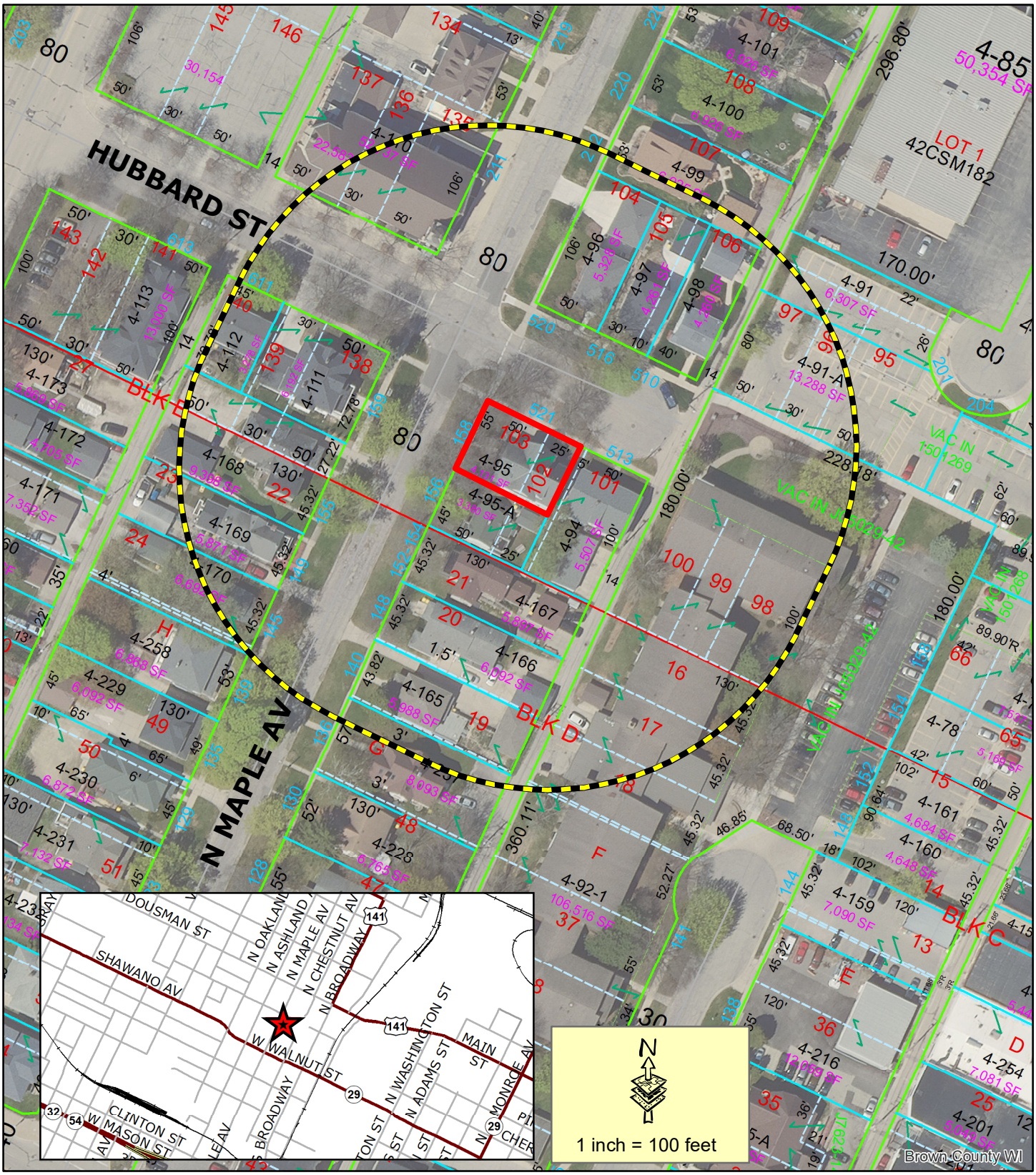
Owner Signature: _____ Date: 12/9/2024

Petitioner Signature(s): _____ _____

Checklist of required attachments:

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

For office use only:
Review Fee:_____ Receipt No.:_____ Zoning Petition No.:_____



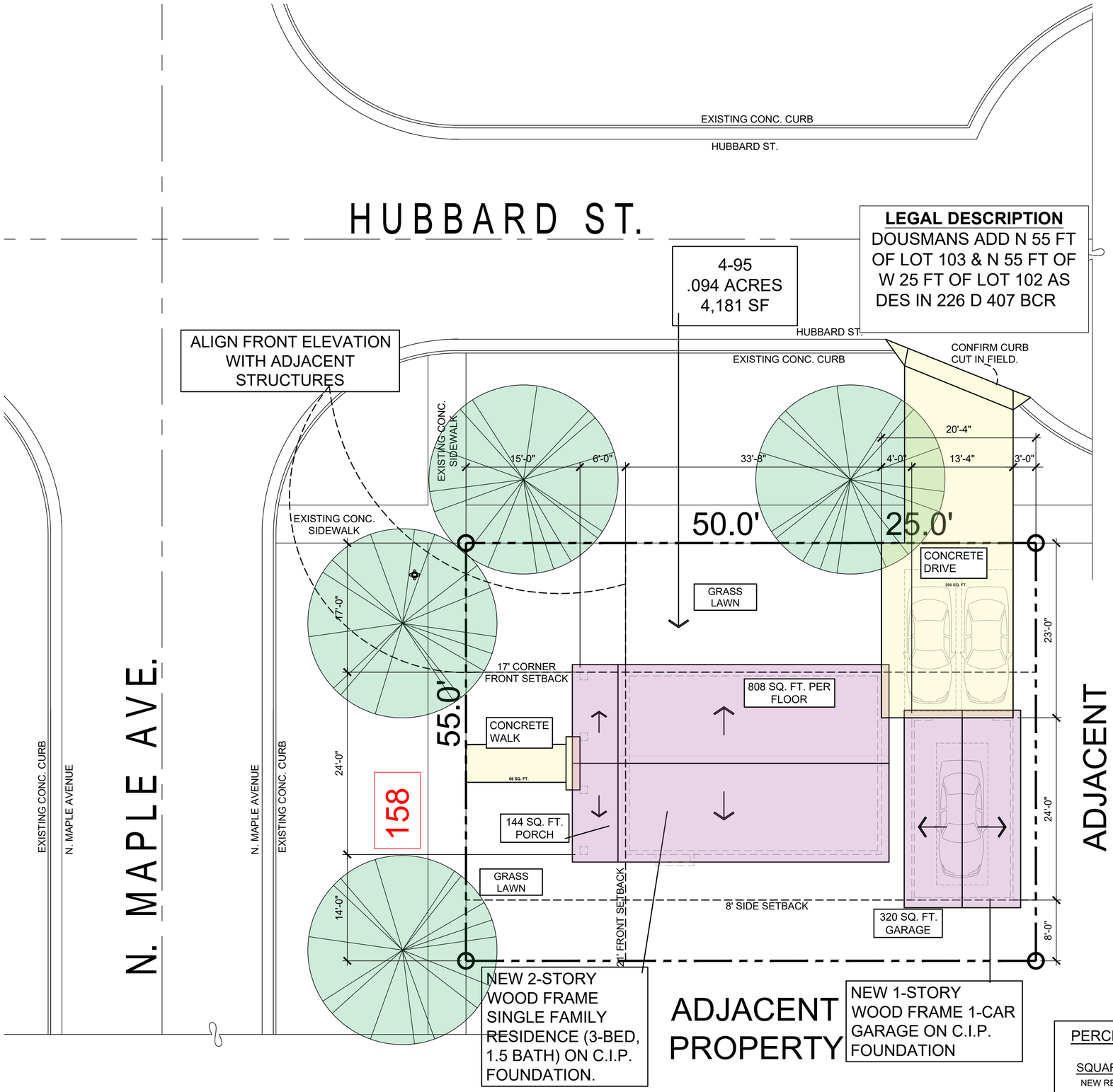
Subject Area

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.

ZP 24-50
Conditional Use Permit (CUP) Request
Single-Family Residential Use in
(OR) Office-Residential District
158 N. Maple Avenue

CITY OF GREEN BAY 1854 Titletown, USA



PERCENTAGE OF IMPERVIOUS

SQUARE FOOTAGE INFORMATION:

NEW RESIDENCE =	741.0 SQ. FT. (MAIN LEVEL*) + 132.0 SQ. FT. (PORCHES)
TOTAL RESIDENCE =	873.0 SQ. FT.
1-CAR GARAGE (DETACHED) =	320.0 SQ. FT.
TOTAL SPACE =	1,193.0 SQ. FT.
DRIVEWAY + WALKWAYS =	465.0 SQ. FT.

UNFINISHED LOWER LEVEL AND FINISHED UPPER LEVEL ARE FULLY CONTAINED WITHIN MAIN LEVEL FOOTPRINT

IMPERVIOUS SQ. FOOTAGE CALC.

TOTAL BLDG. FOOTPRINT:	1,658.0 SQ. FT.
TOTAL LOT SIZE:	4,181.0 SQ. FT.

IMPERVIOUS RATIO =

(BUILDING FOOTPRINT + DRIVEWAY) / LOT SIZE) x 100 = % OF IMPERVIOUS SURFACE	1,658.0 / 4,181.0) x 100 = 39.7%

NeighborWorks® GREEN BAY

NEW SINGLE FAMILY RESIDENCE

v.1a

3 Bed/1.5 Bath/1 Car Garage (detached)

158 N. Maple Avenue
Green Bay, WI 54303
Parcel 4-95

NOT FOR CONSTRUCTION

ISSUE DATE: 12/6/2024
ISSUED FOR: REVIEW

REVISION LOG

© NEIGHBORWORKS GREEN BAY

△
△
△

158 N. MAPLE AVENUE
GREEN BAY, WI
PROJECT NAME

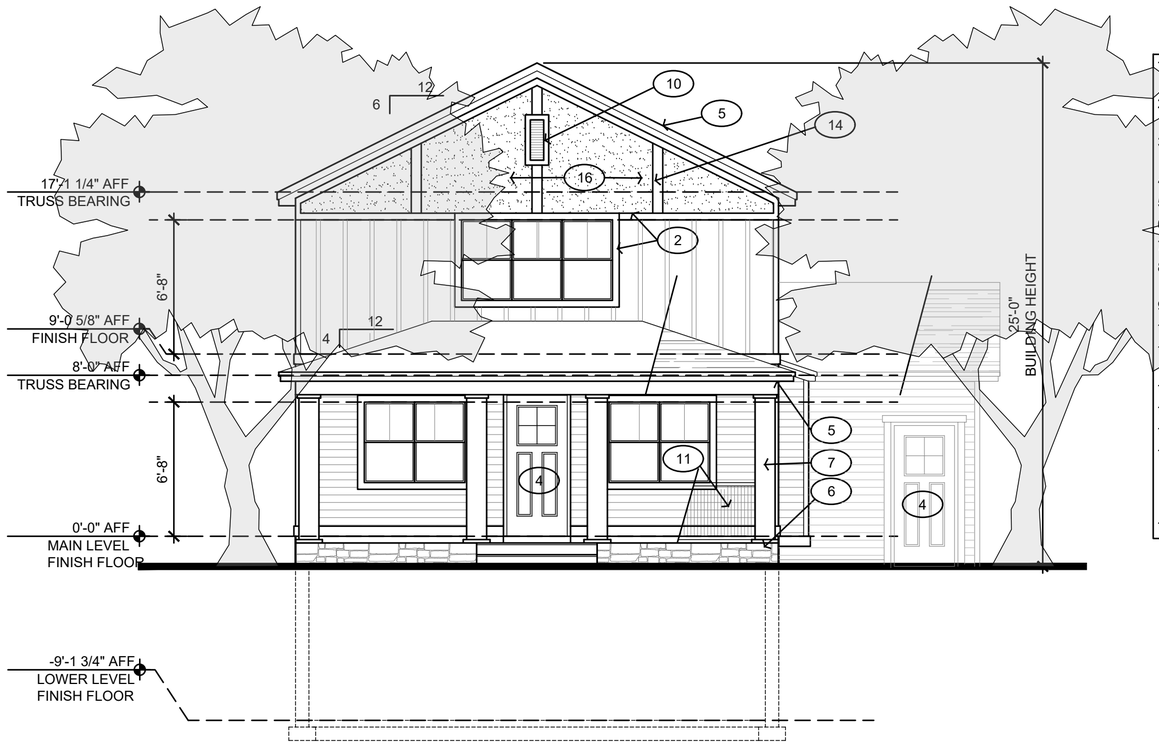
SITE PLAN
SHEET NAME

PROJECT NUMBER: -

DRAWN BY: DE CHECKED BY: TD

SCALE: 1" = 10'-0"

0.2
SHEET NUMBER



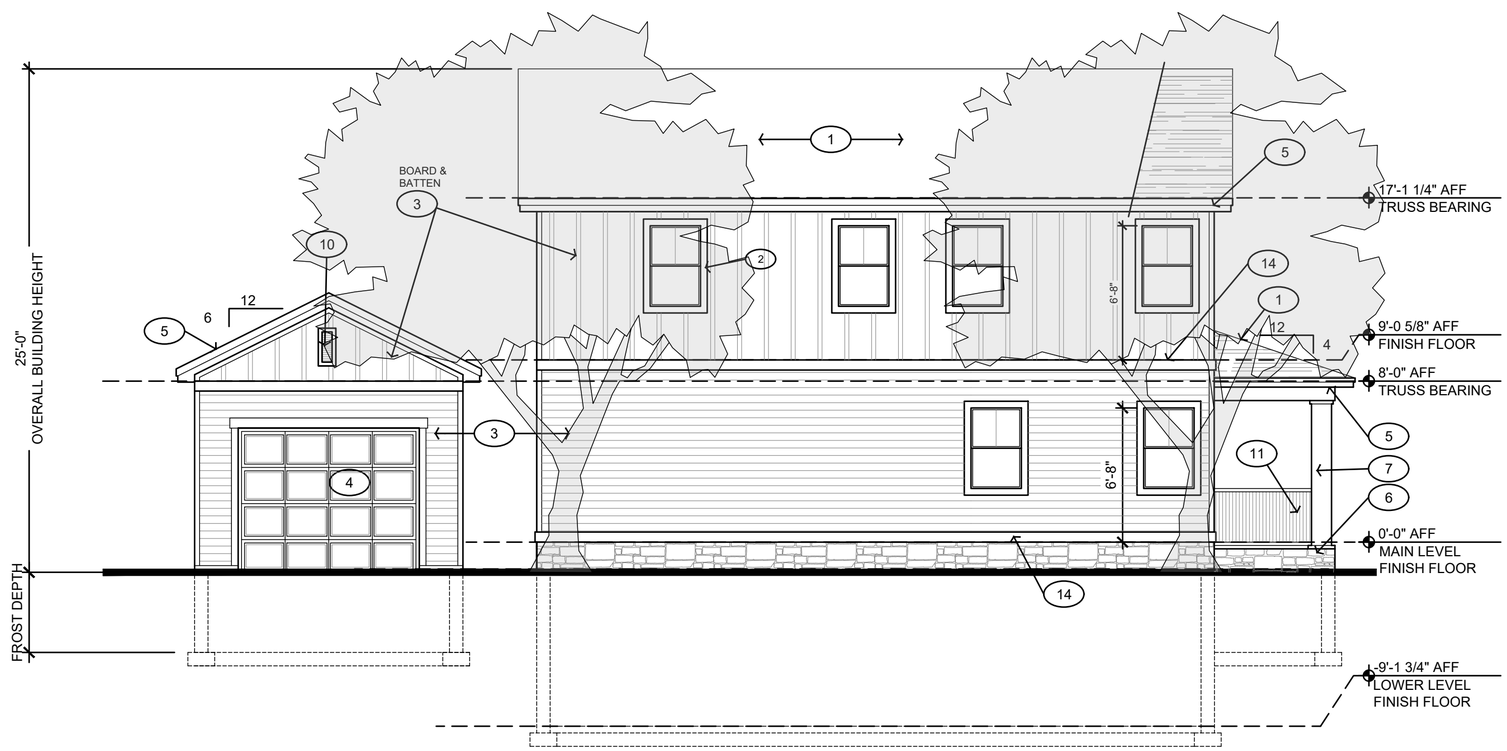
1 WEST ELEVATION

3/16" = 1'-0"

1. DIMENSIONAL SHINGLES OVER SYNTHETIC MEMBRANE.
2. 4" TRIM, TYP. AT JAMBS AND SILLS. U.O.N.
3. SIDING OVER BUILDING WRAP OVER SHEATHING.
4. MTL. CLAD DOOR.
5. PRE-FINISHED ALUMINUM FASCIA.
6. SYNTHETIC STONE VENEER.
7. VINYL COLUMN WRAP.
8. COOLING UNIT ON PAD BY HVAC CONTRACTOR.
9. WOOD STAIR.
10. ATTIC VENT.
11. GUARDRAIL. OMIT IF FLOOR TO GRADE DISTANCE IS 24" OR LESS.
12. DECORATIVE BRACKETS.
13. CONTINUOUS RIDGE VENT.
14. 6" TRIM. PAINT.
15. EGRESS WELL AND WINDOW. INSTALL DRAIN TILE AND GRAVEL DOWN TO FTG. HOLD GRAVEL 3" BELOW WINDOW SILL.
16. CEMENTITIOUS PANEL. PAINT.

KEY NOTES

(X) REFERENCED BY THIS SYMBOL THIS SHEET ONLY



2 NORTH ELEVATION

3/16" = 1'-0"

NeighborWorks®
GREEN BAY

NEW SINGLE FAMILY RESIDENCE

v.1a

3 Bed/1.5 Bath/1 Car Garage (detached)

158 N. Maple Avenue
Green Bay, WI 54303
Parcel 4-95

NOT FOR CONSTRUCTION

ISSUE DATE: 12/6/2024
ISSUED FOR: REVIEW

REVISION LOG

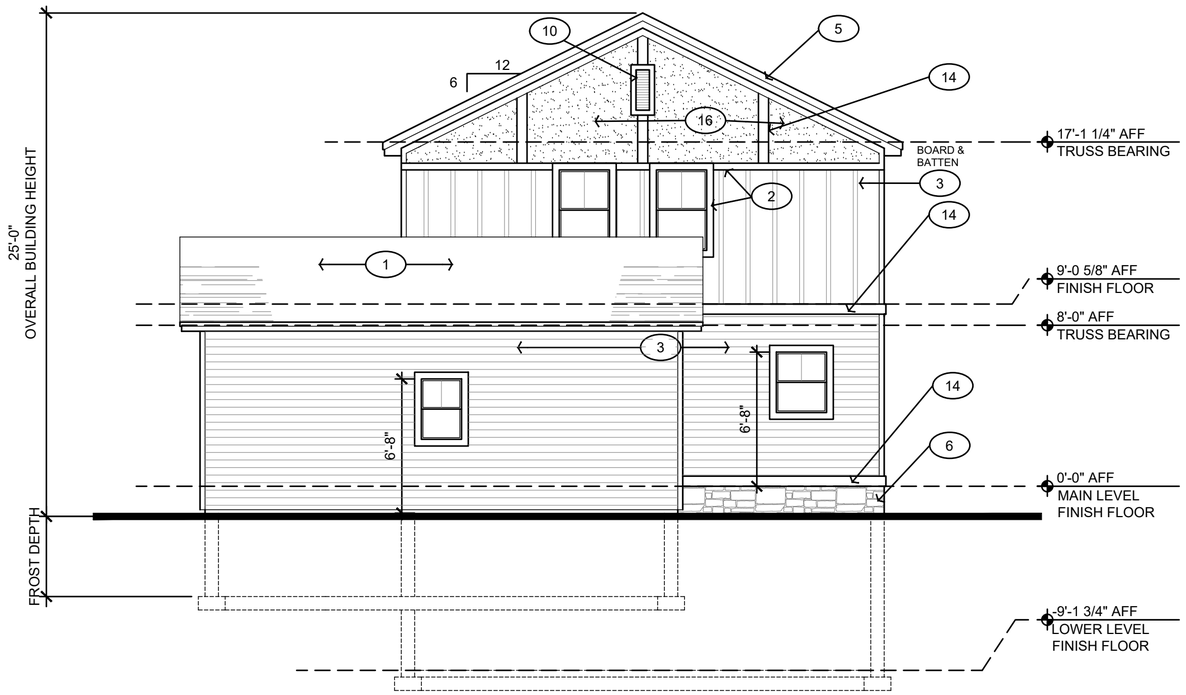
© NEIGHBORWORKS GREEN BAY

158 N. MAPLE AVENUE
GREEN BAY, WI
PROJECT NAME

EXTERIOR ELEVATIONS
SHEET NAME

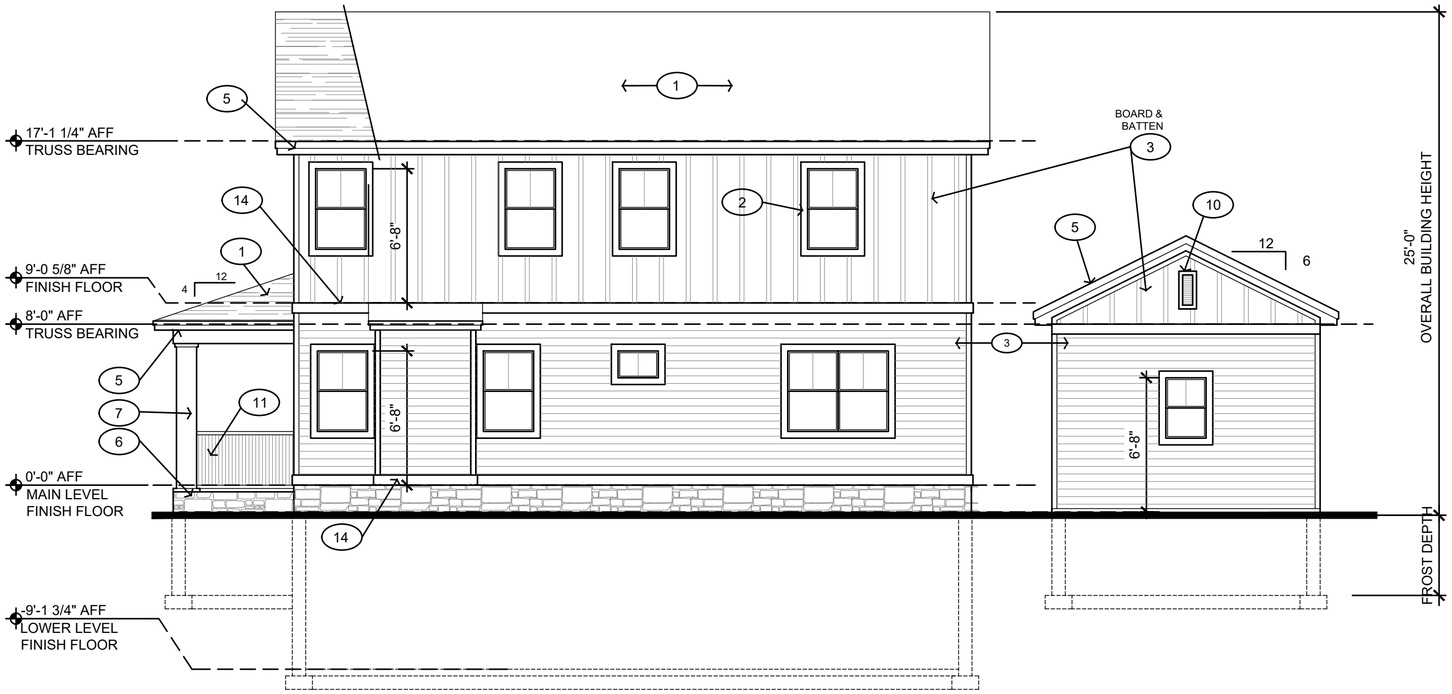
PROJECT NUMBER: -
DRAWN BY: DE CHECKED BY: TD
SCALE: AS NOTED

2.1
SHEET NUMBER



1 EAST ELEVATION

3/16" = 1'-0"



2 SOUTH ELEVATION

3/16" = 1'-0"

1. DIMENSIONAL SHINGLES OVER SYNTHETIC MEMBRANE.
2. 4" TRIM, TYP. AT JAMBS AND SILLS. U.O.N.
3. SIDING OVER BUILDING WRAP OVER SHEATHING.
4. MTL. CLAD DOOR.
5. PRE-FINISHED ALUMINUM FASCIA.
6. SYNTHETIC STONE VENEER.
7. VINYL COLUMN WRAP.
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14. 6" TRIM. PAINT.
15. EGRESS WELL AND WINDOW. INSTALL DRAIN TILE AND GRAVEL DOWN TO FTG. HOLD GRAVEL 3" BELOW WINDOW SILL.
16. CEMENTITIOUS PANEL. PAINT.

KEY NOTES

(X) REFERENCED BY THIS SYMBOL THIS SHEET ONLY

NeighborWorks® GREEN BAY

NEW SINGLE FAMILY RESIDENCE

v.1a

ed/1.5 Bath/1 Car Garage (detached)

3B

158 N. Maple Avenue
Green Bay, WI 54303
Parcel 4-95

NOT FOR CONSTRUCTION

ISSUE DATE: 12/6/2024
ISSUED FOR: REVIEW

REVISION LOG

© NEIGHBORWORKS GREEN BAY

158 N. MAPLE AVENUE
GREEN BAY, WI
PROJECT NAME

EXTERIOR ELEVATIONS
SHEET NAME

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

2.2
SHEET NUMBER

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
January 21, 2025	Jon LeRoy, Zoning Administrator

AGENDA ITEM # N.6

To approve the request for a Conditional Use Permit (CUP) to allow a multiple-message sign at 1902 N Irwin Avenue with conditions. (ZP 24-51 Public Hearing held January 13, 2025).

BACKGROUND

Reason for Request: To permit the reconstruction of an off-premise billboard adding multiple message signage operation.

Surrounding Zoning and Land Uses:
Subject: General Commercial (CI), existing billboard/vacant commercial property.
North: I43
South: General Commercial (C1) | Light industrial
East: Light Industrial (LI) | Vacant
West: Light Industrial (LI) | Restaurant

Comprehensive Plan: The 2022 Smart Growth Plan designates the subject area as Commercial. The proposed use of the subject property is compatible with and is not contradictory to the applicable recommended policy and the future land use map.

Report: The subject property is located on the northeast corner of North Irwin Avenue and Radisson Street. The site is vacant with the exception of a two-sided static message billboard on the west side of the billboard and an approximately 30 feet in overall height.

The petition is to reconstruct the sign in its current location, maintain an existing static message on the east side of the sign panel and add a digital message panel on the west facing sign panel. The east side of the existing billboard has 14' x 48' sign panel approximately 672 square feet. This proposal seeks to create a 14' x 46' electronic sign panel approximately 644 square feet. The existing billboard location will not change, rather the existing two static panels on the west side of the sign will be removed and replaced. At its closest point, the billboard is approximately 230 feet to the eastbound intersection of Radisson and Irwin. A minimum of 200 feet is required for oncoming traffic for an electronic billboard sizing up to 650 square feet. The petitioner is proposing a 644 square foot message board for the proposed digital signage. (Eastbound traffic for Radisson at Irwin).

A copy of the sign permit application the applicant has submitted includes the permissible area on site for the billboard and a street view image of the existing signage is attached within this agenda.

In the review of the proposed reconstructed billboard, the requirements of Chapter 44, Article III, Off-Premise Advertising in addition to the requirements of Section 30-63 related to multiple message signs are required. Multiple message billboard signage is only permitted as a Conditional Use Permit (CUP) under Section 30-63. The standards for the multiple message sign proposed on the south side of the billboard is subject to the following requirements found in Section 30-63.

Mitigation requirements found in Section 30-63(2)(a). require billboard removal swaps to allow for new digital billboards. An off-premises billboard was removed by Lamar in June 2022 at the 600 block of Cherry Street along N Monroe Avenue, a total of 5 points, enough to add a digital message panel on the south facing sign face at this location.

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

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

In the review of the requirements above in Section 44-83(e) and the standards found in Section 30-63, staff believe the applicant has demonstrated compliance. The proposed CUP does not conflict with the current and future land uses as reflected in the City's Comprehensive Plan. The sign is not located near a residentially zoned district.

Alder Prestley and adjacent property owners within 200 feet of the site have been notified of the request. As of the drafting of this report, staff has received no objections and one call regarding this request.

RECOMMENDATION

Approval of the request, subject to:

a. A site plan and applicable permit applications are submitted to the Department of Community and Economic Development for review and approval. Said plan shall include a panel which does not exceed 650 square feet in size.
b. The sign permit application shall not be valid unless approved by the Director of Public Works or their designee.
c. The Department of Public Works shall be provided with the means to turn off a digital billboard in the case of hazardous glare, interference with the visibility or effectiveness of a traffic signal or control, or other traffic hazard caused by the sign.
d. The owner of the sign shall maintain up-to-date contact information with the Department of Public Works. The contact information is to provide 24 hours per day, 7 days per week access to a person or persons that is/are available at all times to respond to a hazardous sign situation.
e. The proposed signage shall meet all of the requirements of Article III, Off-Premise Advertising, Green Bay Zoning Code.

FISCAL IMPACT

ATTACHMENTS

1. 24-51 CUP Application
2. 24-51 Property Map A
3. ZP 24-51 Code Standards for Multiple Message Sign Operations
4. 24-51 Easement 1902 N Irwin Ave
5. 24-51 N Irwin Specs of Billboard

REQUEST FOR CITY ACTION
PLAN COMMISSION

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

Location of Property: 1902 N Irwin Ave

Parcel Number(s): 21-487

Petitioner(s): Lamar Central Outdoor, LLC Date: 12/11/24

Email: TBowman@lamar.com Phone Number: 920-347-1767

Address: PO Box 5846 City: De Pere State: WI Zip: 54115

Property Owner: TLC Properties/Lamar (Easement Holder) Phone Number: 920-347-1767

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

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

I, Trevor Bowman, respectfully request that the City of Green Bay take the following action:

- [ ] Rezone Property ($375.00 Review Fee)
- [x] Conditional Use and CUP Amendment, including Single Lot Duplexes ($375.00 Review Fee)
- [ ] PUD and PUD Amendments ($425.00 Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Subdivision Plat ($150.00 + $35.00 per Lot/Outlot Review Fee)
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- [ ] Approve Final Condominium Plat ($150.00 Review Fee)
- [ ] Grant a City/Extraterritorial Subdivision/CSM Variance ($150.00 Review Fee)
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- [ ] Official Map Amendment ($200.00 Administration Fee)
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- [ ] Discontinue a Public Utility Easement ($200.00 Administration Fee)
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- [ ] Comprehensive Plan Amendments ($275.00 Review Fee)
- [ ] Other ($200.00 Administration Fee): _____

Owner Signature: Lamar Outdoor Green Bay Date: 12/11/24

Petitioner Signature(s): Trevor Bowman 12/11/24

Checklist of required attachments:

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

For office use only:

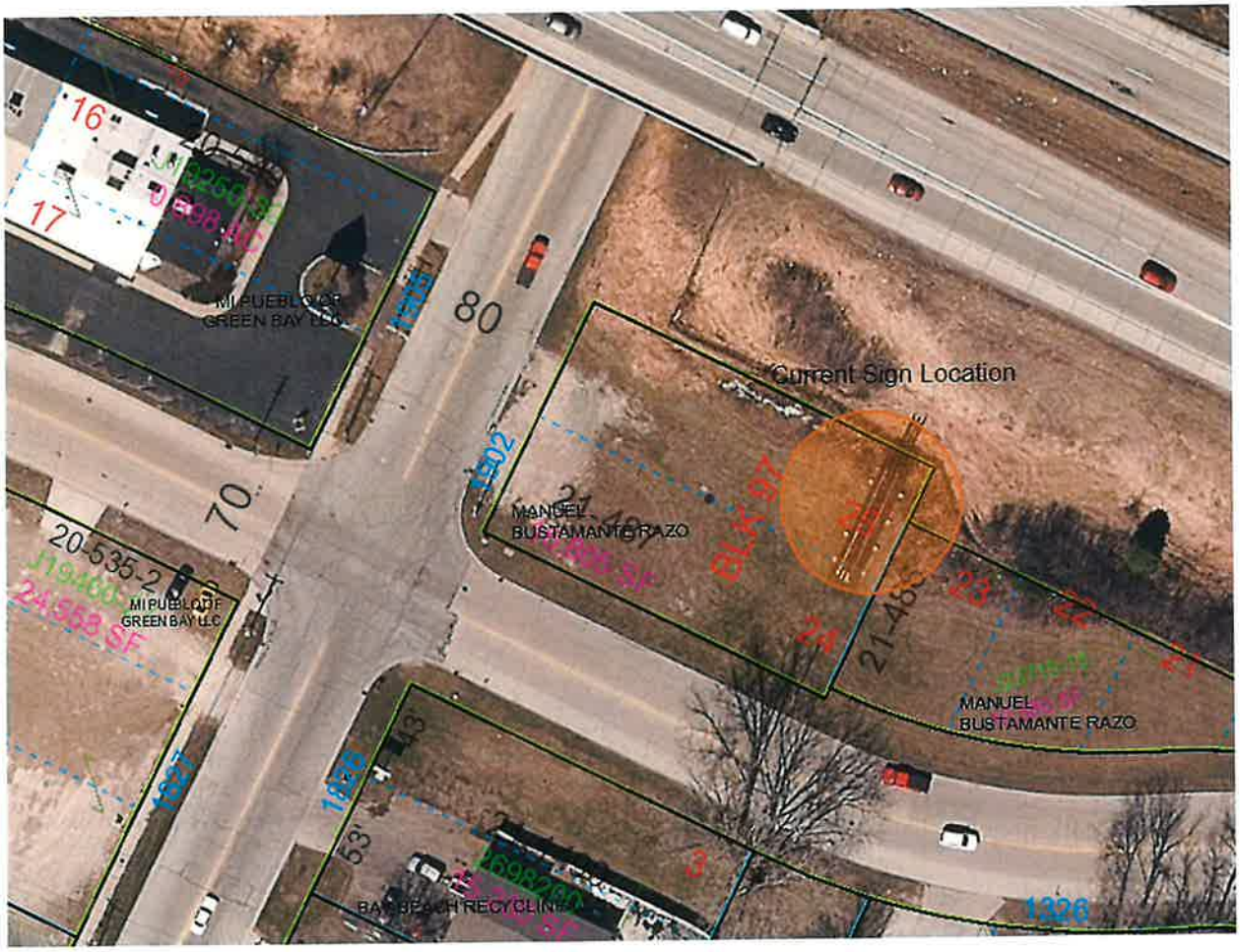
Review Fee:_____ Receipt No.:_____ Zoning Petition No.:_____

City of Green Bay: Project Narrative

Site Plan: City of Green Bay (Parcel 21-487)
Site Address: 1902 N Irwin Ave.
Orange Circle indicates current sign location
TLC Properties is the Easement Holder

Abbreviated Legal Description: 16,805 SQ FT ADDN TO GREEN BAY BY THE BUSINESS MENS ASSOC LOTS 24 & 25 BLK 97

Lamar Central Outdoor LLC requests to convert the West face to a 14x46 digital billboard. The current sign has (2) 10'6x22'9 static posters on the West face and (1) 14x48 digital bulletin on the East face. Lamar Central Outdoor LLC will use 5 mitigation points from the removal of a billboard that is nonconforming due to location in the CBD, a natural area, or a historical district. Lamar Central Outdoor LLC removed 2 poster faces from 605 Cherry St (Project #109183) on June 20th, 2022. This structure was in the historical district.



Current Sign: East Face

Sign Face is a 14x48 Digital Bulletin

Approach

Close Up

Current Sign: West Face

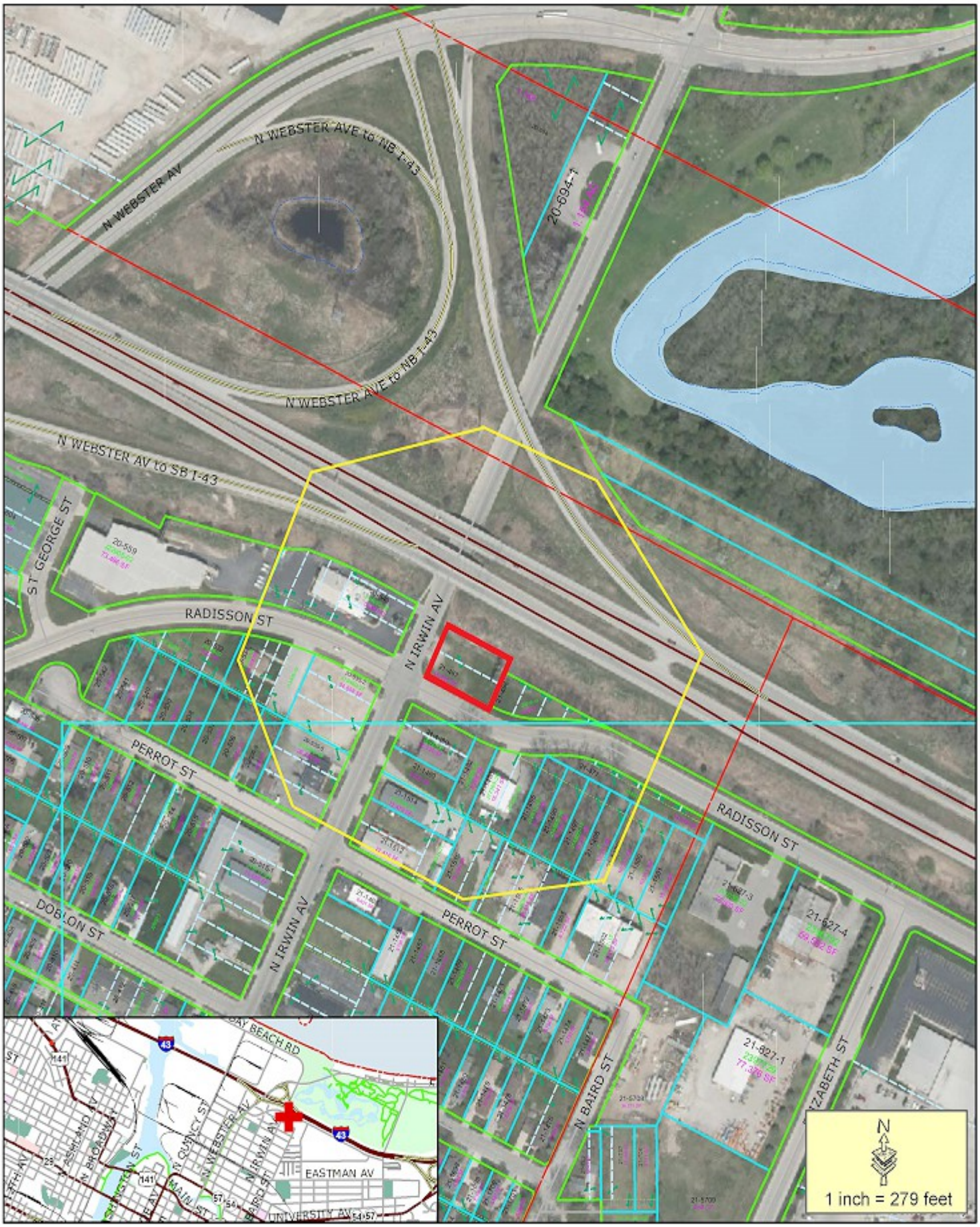
Lamar Central Outdoor LLC requests to change our west sign face from (2) side-by-side 10'6x22'9 posters to (1) 14x46 digital bulletin.

Approach

Close Up

Mitigation Plan

Lamar Central Outdoor LLC plans to convert the West face to a 14x46 digital billboard. The current sign has (2) 10'6x22'9 static posters on the West face and (1) 14x48 digital bulletin on the East face. Lamar Central Outdoor LLC will use 5 mitigation points from the removal of a billboard that is nonconforming due to location in the CBD, a natural area, or a historical district. Lamar Central Outdoor LLC removed 2 poster faces from 605 Cherry St (Project #109183) on June 20th, 2022. This structure was in the historical district.



Subject Parcel

400' Property Owner Notice

Conditional Use Permit Request

1902 Irwin Ave.

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

Code standards for Multiple Message Sign Operations

Multiple message sign operation. Multiple message signs are permitted as a conditional use. To be considered for a conditional use permit, such signs must meet all regulations of this chapter and the following:

(1) Standards for multiple message signs.

a. The transition time, or the time it takes to change the message (electronically, via louver rotation, or other means), shall be one second or less.
b. The time the message remains in a fixed position shall be eight seconds or more, and movement or animation is prohibited.
c. Audio speakers and all forms of pyrotechnics are prohibited.
d. Electronic multiple message signs (digital billboards) shall be equipped with automatic dimming capability, and light produced by such signs shall not exceed 0.3 foot candles over ambient light levels. The ambient light reading is taken at least 30 minutes past sunset with the sign turned off or displaying all black copy. The fully lit reading is taken with the sign displaying all white copy. Measurement of light levels should be taken perpendicular to the face of the sign, and the following distances should be used as guidelines to determine where to take measurements:

1. 100 square foot or smaller sign to be measured 100 feet from source
2. Greater than 100 to 350 square foot sign to be measured 150 feet from source
3. Greater than 350 to 650 square foot sign to be measured 200 feet from source
4. Greater than 650 to 700 square foot sign to be measured 250 feet from source

e. Spill-over light exceeding 0.2 foot candles as measured at a residential property line is prohibited.

(2) Mitigation of multiple message signs. Since the maximum number of off-premise signs permitted in the City is fixed at the number in the current sign inventory, and because multiple message signs can display multiple messages, a new multiple message sign (whether new construction or sign replacement) shall be mitigated. In addition to meeting the requirements of Section 30-94, a new multiple message sign must earn at least 5 mitigation points per sign face. One or more existing billboards will be removed as part of the mitigation process.

a. Mitigation points can be earned in the following ways. Note that points are assessed and required per sign face.
    1. Five (5) points per sign face for the removal of a billboard that is nonconforming due to location in the CBD, a natural area, or a historic district
    2. Four (4) points per sign face for the removal of any other nonconforming billboard
    3. Three (3) points per sign face for the removal of a conforming billboard that is capable in its existing structural condition of safely supporting a multiple message sign of the same area as the existing sign face.
    4. Two (2) points per sign face for the removal of any other existing billboard that is not capable in its existing structural condition of safely supporting a multiple message sign of the same area as the existing sign face.
    5. One (1) additional point per sign face for the removal of a billboard visible from a street or highway with a functional classification of Interstate, Freeway, or Principal Arterial
    6. No points are awarded for the replacement of an existing billboard (While a digital billboard may be approved where an existing static sign has been removed from a conforming location, this sign removal does not count toward the required mitigation points. The points must be obtained from other sign sites.)

a. A mitigation plan shall be submitted for review by the Planning Department, and more than one new multiple message sign may be included in a single mitigation plan. The cumulative points earned for

sign removal may be applied to multiple signs within a single mitigation plan and sign permit application. However, any excess points remaining are not carried over or "banked" for future applications. In other words, mitigation points will not be tracked beyond a single sign project which may involve multiple new signs. The reason for this is to avoid conflicts between mitigation points and the existing cap on the total number of allowable off-premise signs.c. If the cumulative result of a sign project and mitigation plan is a net reduction in signs, then the maximum allowable number of off-premise signs for the City as a whole will be reduced immediately. This means that signs removed under a mitigation plan can only be replaced with the multiple message sign(s) being mitigated. They cannot be replaced with other signs in the future.

(3) Permitted locations of multiple message signs

a. Sign message must be directed to a state or federal highway, or a designated connecting highway, as mapped by the Wisconsin Department of Transportation in accordance with Ch. 84.02(12), Wis. Stats.
b. Signs with a variable message face visible to drivers approaching an intersection, where drivers must also watch for cross traffic, bikes, and/or pedestrians, must comply with the following setbacks from that intersection as measured from the street right-of-way line.

1. 100 square foot or smaller sign to be set back at least 100 feet
2. Greater than 100 to 350 square foot sign to be set back at least 150 feet
3. Greater than 350 to 650 square foot sign to be set back at least 200 feet
4. Greater than 650 to 700 square foot sign to be set back at least 500 feet

c. Such signs shall not be located within one hundred (100) feet of residential district boundaries, school property, or public parks and parkways (including those so designated on the Official Map) if said signs are perpendicular to or facing away from such uses. This distance increases to four hundred (400) feet if signs are facing (oriented with message side parallel) said uses.

(4) Hazard abatement.

a. If the Director of Public Works or his/her designee finds that an electronic multiple message sign (digital billboard) is causing interference with the visibility or effectiveness of a traffic signal or control, the sign shall be turned off without delay.
b. If the Director of Public Works or his/her designee finds that an electronic multiple message sign (digital billboard) is malfunctioning in a fashion that creates a hazardous glare or other traffic hazard, the sign shall be turned off without delay.
c. In such a situation, the owner of the sign must then meet with City staff to determine how to rectify the situation, and the sign shall not be turned back on without City staff approval.
d. Each sign owner is to maintain up-to-date contact information with the Department of Public Works for such purposes. The contact information is to provide 24-7 (24 hour per day, 7 days per week) access to a person or persons that is/are available at all times to respond to a hazardous sign situation.

(5) Standard conditions of approval. The following are the minimum conditions of approval that shall be applied to the conditional use permit. Other appropriate conditions of approval may also be required by the Plan Commission and City Council.

a. A site plan and applicable permit applications (sign permit, electrical permit, building permit) shall be required for erecting a new multiple message sign or for converting an existing static display sign to a multiple message sign.
b. The sign permit application shall not be valid unless approved by the Director of Public Works or his/her designee (Traffic Engineer).
c. A mitigation plan shall be submitted for review and approval by the Planning Department.

d. If the US Department of Transportation, Federal Highway Administration concludes before June 1, 2010 that digital billboards or their particular operation are detrimental to traffic safety, then the hazard posed by this sign shall be resolved. If the hazard can be effectively resolved by adjusting the brightness, length of display, or other such performance issue, then this shall be allowed as the course of action. If the hazard cannot be effectively resolved by adjusting the performance of the sign, then the sign shall be removed and may be replaced with an approvable sign.
e. The Department of Public Works shall be provided with the means to turn off a digital billboard in the case of hazardous glare, interference with the visibility or effectiveness of a traffic signal or control, or other traffic hazard caused by the sign.

Document Number	Title of Document
	EASEMENT AGREEMENT

2257276

CATHY WILLIQUETTE
BROWN COUNTY RECORDER
GREEN BAY, WI

RECORDED ON
05/22/2006 01:43:30PM

REC FEE: 29.00
TRANS FEE:
EXEMPT #
PAGES: 10

Record this document with the Register of Deeds (10)

Name and Return Address:
Liebmann Conway Law Firm
Thomas M. Olejniczak 4)
P.O. Box 23200
Green Bay, WI 54305-3200

See Attached
(Parcel Identification Number)

instrument drafted by:
mey Thomas M. Olejniczak
mann, Conway, Olejniczak & Jerry, S.C.
South Adams Street
n Bay, WI 54301

n County – Owned Properties and One Easement

INFORMATION PROFESSIONALS COMPANY FOND DU LAC, WI 800-655-2021

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement Agreement") is made this 11th day of April, 2006, by and between Beverly French (hereinafter referred to as "Grantor"), and Orde Outdoor, LLC, a Wisconsin limited liability company (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor is the owner of or the owner of an easement in the following described property ("Real Property"):

SEE ATTACHED ADDENDUM.

WHEREAS, Orde Advertising, Inc., a Wisconsin corporation ("Seller"), desires to sell to NextMedia Outdoor, Inc., a Delaware corporation ("Buyer"), and Buyer desires to purchase from Seller, one hundred percent (100%) of the units of membership interests (the "Units") of Grantee, pursuant to the terms and conditions of that certain Unit Purchase Agreement dated March 31, 2006 (the "Purchase Agreement"), by and among Grantor, Seller and Buyer;

WHEREAS, in connection with the transactions to be consummated by the Purchase Agreement, Grantor desires to grant an easement to Grantee pursuant to this Easement Agreement and to provide such services for the benefit of the parties as described herein.

NOW THEREFORE, in consideration of the recitals and the mutual covenants and agreements contained herein and in the Purchase Agreement, Grantor and Grantee hereby agree as follows:

1. Ingress and Egress; Access. Grantor does hereby grant, demise, convey, and otherwise transfer to Grantee, its successors, assigns, tenants, employees, customers, and/or invitees an exclusive and perpetual easement for ingress and egress through and across, and access to, the Real Property in connection with the purposes described herein.

2. Use and Occupancy. Grantor does hereby grant, demise, convey, and otherwise transfer to Grantee, its successors, assigns, tenants, employees, customers, and/or invitees an exclusive and perpetual easement for the use, occupancy, inspection, maintenance and repair of the outdoor advertising displays owned by Grantee and located or which may be located on the Real Property.

3. Grantor Warranties. Grantor warrants to Grantee that it is the owner in fee simple of the Real Property upon and within which the easement premises is contained, that said Real Property is free of all liens and encumbrances which may interfere with the easements granted herein, and that the Grantor has full right and authority to grant easements concerning the same.

4. Grantee Covenants. In consideration of the easement conveyed hereunder, Grantee covenants and agrees to provide and perform the following services, at Grantee's sole cost and expense, for the mutual benefit of the parties: all snowplowing and snow removal services, lawn care services and any and all other maintenance of the easements deemed necessary by Grantee, in its sole discretion, for Grantee's operation of its business on the real property covered by the easements.

[SIGNATURE PAGE FOLLOWS]

Dated this 11th day of April, 2006.

GRANTOR:

Beverly French

STATE OF WISCONSIN :
: ss.
COUNTY OF BROWN :

Personally came before me this 11th day of April, 2006, the above-named Beverly French, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Debbie A. Holewinski
* Debbie A. Holewinski
Notary Public, State of Wisconsin
My Commission expires: 2-17-08

GRANTEE:

ORDE OUTDOOR, LLC

By:
Name: Beverly French
Title: Vice President of Orde Advertising, Inc., the sole member

STATE OF WISCONSIN :
: ss.
COUNTY OF BROWN :

Personally came before me this 11th day of April, 2006, the above-named Beverly French of Orde Outdoor, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Debbie A. Holewinski
* Debbie A. Holewinski
Notary Public, State of Wisconsin
My Commission expires: 2-17-08

#166056

~~**PROPERTY NUMBER TWENTY-ONE:**~~

Address: South Broadway

Tax Parcel No.: 2-107

Legal Description:

All that part of Lot Twelve (12), Block "B", lying West of the West line of the right-of-way of the Green Bay and Western Railway Company, according to the recorded Plat of C.L.A. Tank's First Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

PROPERTY NUMBER TWENTY-FIVE:

Address: 1902 North Irwin Avenue

Tax Parcel No.: 21-487

Legal Description:

Lots Twenty-four (24) and Twenty-five (25), Block Ninety-seven (97), according to the recorded Plat of Addition to Green Bay by the Business Men's Association, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

PROPERTY NUMBER THIRTY-TWO:

Address: 1200 Block South Monroe Avenue

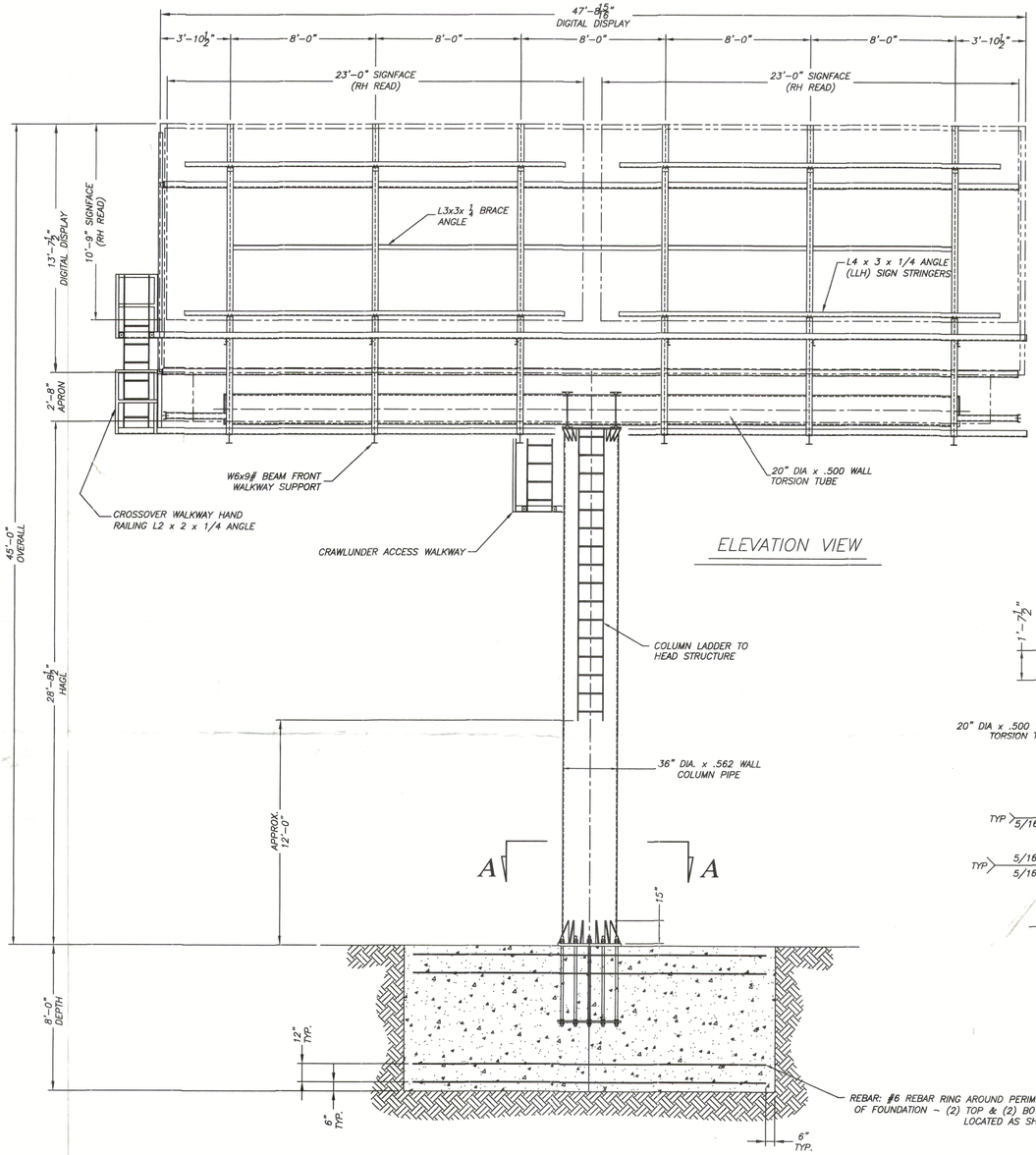
Tax Parcel No.: AL-25

Legal Description:

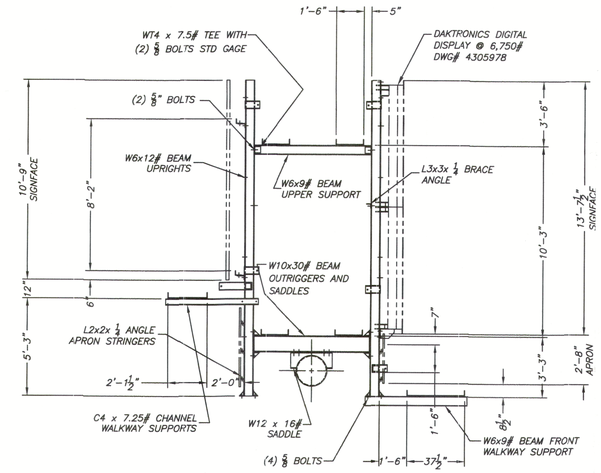
Unplatted parts of Private Claims 9E through 28E lying between Fox and East Rivers - that part of Private Claim 10E lying between railroad and Monroe Avenue; except northerly 162 feet and except as described in J13408 I34, Town of Allouez, Brown County, Wisconsin.

REV.	CHANGE	BY	DATE
A	REVISED 14' x 48' FROM STATIC & RH	PP	09/28/22

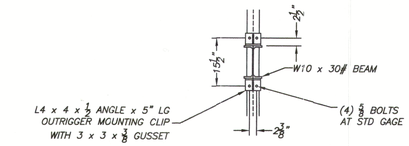
NOTE: Size of electronic display to be reduced to 46 feet in width to meet code requirements



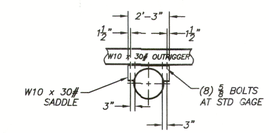
ELEVATION VIEW



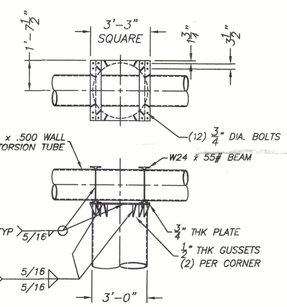
CROSS SECTION VIEW



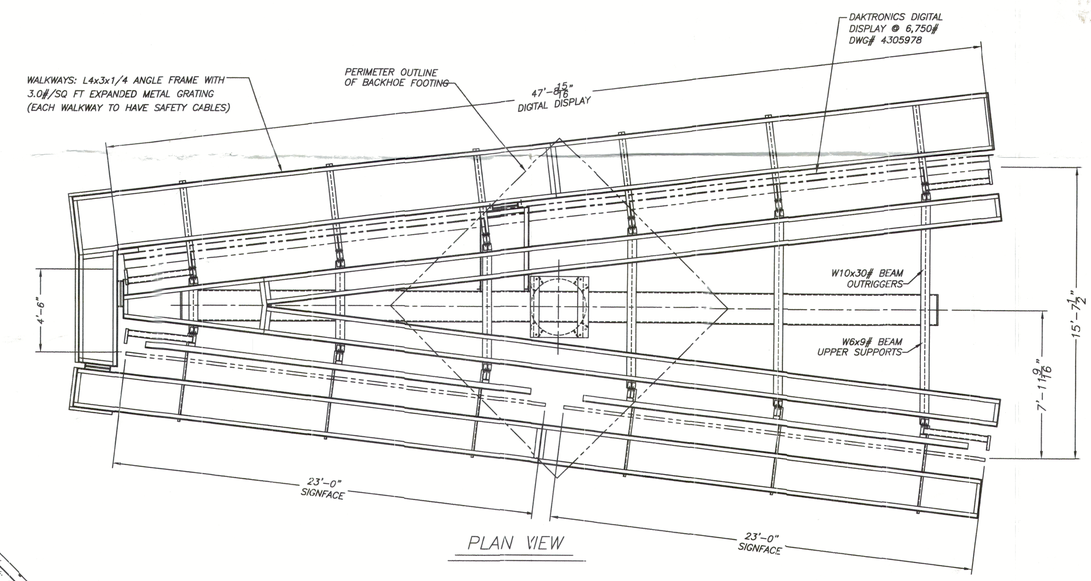
UPRIGHT TO OUTRIGGER CONN.



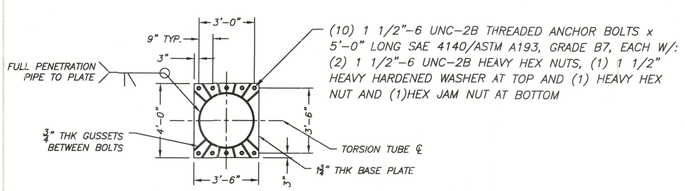
OUTRIGGER TO SADDLE CONN.



COLUMN CONNECTION



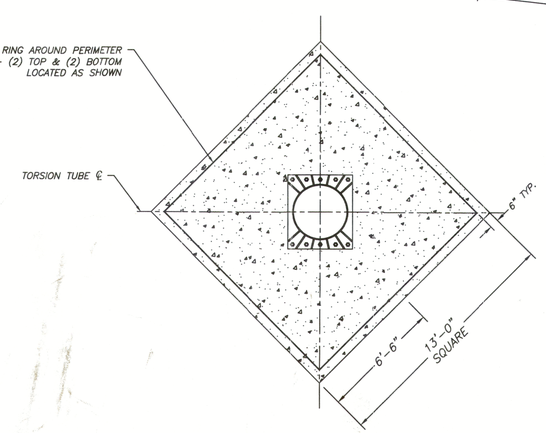
PLAN VIEW



(10) 1 1/2"-6 UNC-2B THREADED ANCHOR BOLTS x 5'-0" LONG SAE 4140/ASTM A193, GRADE B7, EACH W/: (2) 1 1/2"-6 UNC-2B HEAVY HEX NUTS, (1) 1 1/2" HEAVY HARDENED WASHER AT TOP AND (1) HEAVY HEX NUT AND (1)HEX JAM NUT AT BOTTOM

SECTION **A-A**

NOTE: ALTERNATE DRILLED FOOTING
48" DIAMETER x 22'-0" DEPTH.



BACKHOE FOUNDATION PLAN

SPECIFICATIONS:

1. STEEL ROLLED "W" BEAM SECTIONS: ASTM A992
   ALL OTHER STEEL ROLLED SECTIONS: ASTM A36
2. PIPE SECTIONS: A.P.I. 5L X52
3. BOLTS: MINIMUM 1/2" DIAMETER UNC. ALL BOLTS GRADE F3125 A325 UNLESS OTHERWISE SPECIFIED.
4. CONCRETE: 3000 P.S.I. @ 28 DAYS.
5. HORIZONTAL SOIL PRESSURE: 30#/FT²/FT.
6. THIS DESIGN MEETS THE REQUIRIMENTS OF THE 2018 INTERNATIONAL BUILDING CODE FOR 115 M.P.H. (3 SEC GUST) WIND SPEED, RISK CATEGORY II, AND EXPOSURE "C".
7. ALL WELDING SHALL BE IN ACCORDANCE WITH AWS STANDARDS USING E-70 ELECTRODES.
8. ALL WALKWAYS TO HAVE SAFETY CABLES
9. REINFORCING BAR: ASTM A-615 GRADE 60
10. WIND LOADING EXCEEDS SEISMIC LOADING.
11. DESIGNED FOR WEIGHT OF (2) DIGITAL UNITS @ 7,600#/EA.

PRODUCTIVITY FABRICATORS

SCALE: NONE	DRAWN BY:
DATE: 07/15/22	G. SHAFFER
14' x 48'/10'9" x 23' SS, CM, 15' V, 45'-0" OA	
LAMAR - DE PERE, WI	DRAWING NUMBER 66-9915

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
January 21, 2025	Dena Mooney, Staff

AGENDA ITEM # N.7

To approve the request to rezone 501 S. Washington Street (Parcel 15-169) from Public Institutional (PI) district to Downtown One (D1) district. (ZP 24-52 Public Hearing held January 13, 2025).

BACKGROUND

Reason for Request: The property will no longer be used as a fire station or other public institutional use. Per municipal code, it must be zoned out of that district.

Surrounding Zoning and Land Uses:
Subject Property: Public Institutional (PI) | Former Fire Station #1
North: Downtown One (D1) | Office
South: Downtown One (D1) | Fox River Greenway
East: Downtown One (D1) | Vacant
West: Downtown One (D1) | Office

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends downtown uses.

Report: This zone change application involves 0.33-acres of land at 501 S. Washington Street.

The site was home to the Green Bay Fire Department, known as Fire Station #1. All fire department operations have moved out of the building. Per Sec. 44-857(1), if any land zoned Public Institutional (PI) is sold, conveyed, or transferred to any nongovernmental entity, the buyer or transferee must submit an application requesting the City to rezone the land. The property is still owned by the City of Green Bay, but completion of this step now will make any future property ownership transfers easier.

Since the rezone complies with the future land use map and complements surrounding land uses, staff supports the request.

Ald. B. Johnson, Downtown Neighborhood Association, and neighbors within 200 ft. have been notified of the meeting based on Plan Commission policy. Staff has not received any inquiries about the request as of the drafting of this report.

RECOMMENDATION

Approval of the request to rezone the property from Public Institutional (PI) district to Downtown One (D1) district.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-52 Application
2. ZP 24-52 Map

REQUEST FOR CITY ACTION
PLAN COMMISSION

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

Location of Property: 501 S. Washington St.

Parcel Number(s): 15-169

Petitioner(s): City of GB Dept. of Com Econ Dev. Date: 12/18/24

Email: plantsks@greenbaywi.gov Phone Number: 920 448 3400

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

Property Owner: City of Green Bay (Fire Station 1) Phone Number: 920 448 3280

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

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

I, Cheryl Renier-Wigg, respectfully request that the City of Green Bay take the following action:

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

Owner Signature: N/A City Initiated City Property Date: 12/18/24

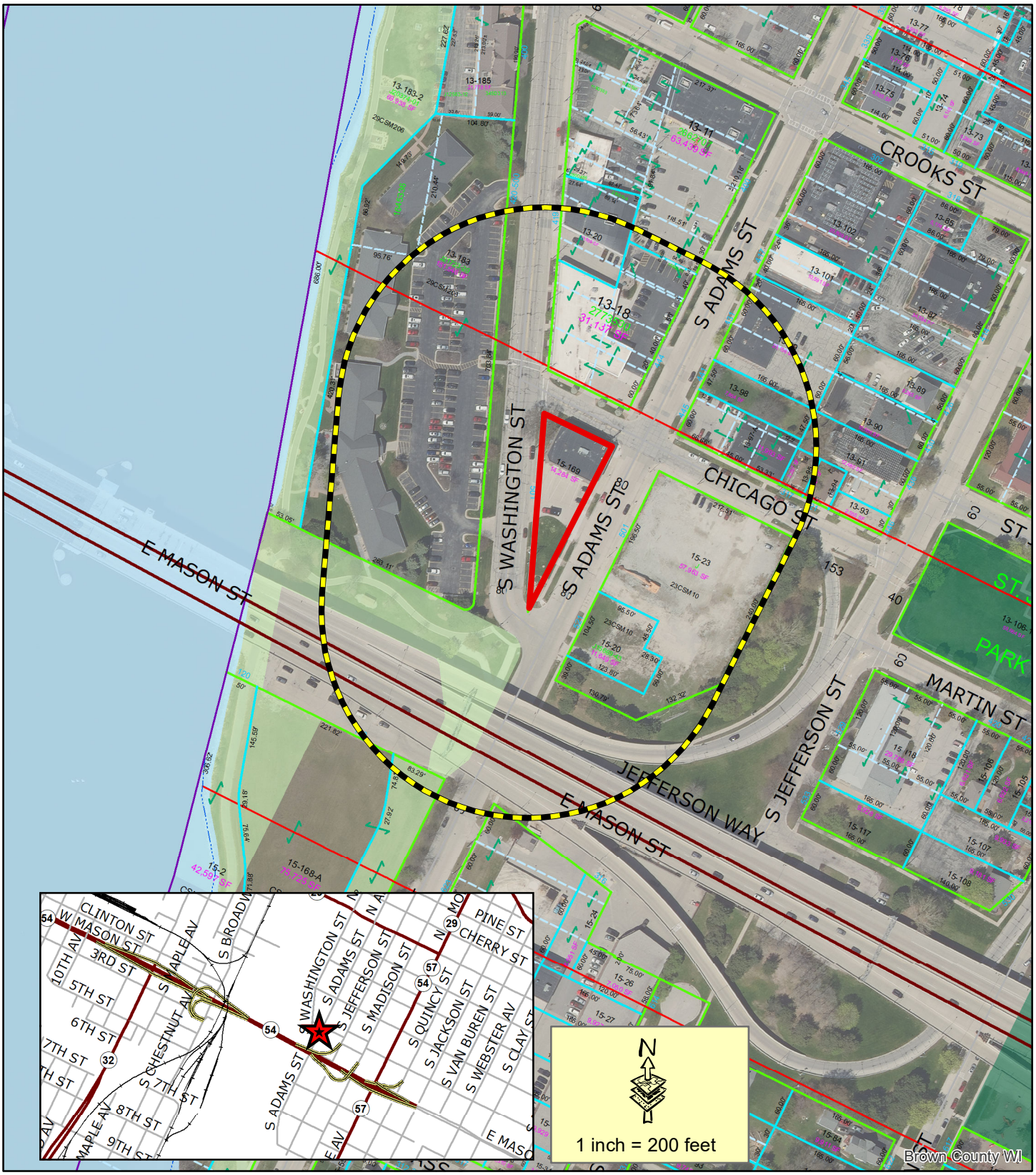
Petitioner Signature(s): Cheryl Renier-Wigg

Checklist of required attachments:

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

For office use only:

Review Fee: — Receipt No.: — Zoning Petition No.: ZP 24-51



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 24-52)
Rezone at 501 S. Washington St. from Public Institutional (PI) to Downtown One (D1)

CITY OF GREEN BAY 1854 Titletown, USA

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
January 21, 2025	David Buck, Staff

AGENDA ITEM # N.8

To approve the request to Amend Section 44-82(2)d, Green Bay Municipal Code, removing the sections related to the zoning amendment protest petition. (TA 24-03 Public Hearing held January 13, 2025).

BACKGROUND

Reason for Request: The Zoning Ordinance text amendments are necessary to bring the City's Ordinance into compliance with recently adopted 2023 Wisconsin Act 16 (signed by the Governor on June 23, 2023) removing the requirement of a three-fourths vote of the members of the council for zoning amendment approval.

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan does not provide specific guidance regarding the proposed text amendments.

Analysis: 2017 Wis. Act 243 repealed Wis. Stat. § 62.23(7)(d)2m.a., which required a three-fourths vote by the governing body to approve a proposed zoning amendment when a protest petition was filed. Although the statutory protest petition was eliminated, municipalities could still enact local ordinances that established a protest petition process like the former Wis. Stat. § 62.23(7)(d)2m.a., because nothing in the law prohibited such ordinances. Municipal Code Chapter 44, Article II, Division 2, Section 44-82(2)d includes such regulation.

Under 2023 Wisconsin Act 16, as of January 1st state law prohibits such a process from being established or utilized at the local/municipal level. Wisconsin Stat. § 66.10015(3)(a) provides that a zoning amendment only requires approval by a simple majority of a quorum of the Council. The City needs to remove this section of code from the Zoning Ordinance as it no longer is supported and actually is prohibited to be enforced. Section 44-82(2)d is proposed to be amended to remove said reference and to read as follows (text to be removed in red strike-through font):

d. Public hearing. The Common Council or the Plan Commission, upon designation by the Common Council, shall hold a public hearing with a Class 2 public notice. The notice shall be published at least two times prior to the hearing. ~~In case of a protest against such change, duly signed and acknowledged either by:~~
~~1. The owners of 20 percent or more of the land included in such proposed change;~~
~~2. The owners of 20 percent or more of the land immediately adjacent and extending 100 feet therefrom; or~~
~~3. The owners of 20 percent or more of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, such amendment shall not become effective unless approved by a three-fourths vote of the members of the Council.~~

RECOMMENDATION

Approve amendment to the Municipal Code, Chapter 44, Article II, Division 2, Section 44-82(2)d as proposed.

FISCAL IMPACT

ATTACHMENTS

1. Draft G.O. 01-25 Relating to Zoning Amendment Protest Petitions

GENERAL ORDINANCE NO. 01-25

AN ORDINANCE
REPEALING PART OF SECTION 44-82(2)d,
GREEN BAY MUNICIPAL CODE, RELATING TO
ZONING AMENDMENT PROTEST PETITIONS

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

SECTION 1. Part of Section 44-82(2)d, Green Bay Municipal Code, is hereby repealed.

d. *Public hearing.* The Common Council or the Plan Commission, upon designation by the Common Council, shall hold a public hearing with a Class 2 public notice. The notice shall be published at least two times prior to the hearing. ~~In case of a protest against such change, duly signed and acknowledged either by:~~

~~1. The owners of 20 percent or more of the land included in such proposed change;~~

~~2. The owners of 20 percent or more of the land immediately adjacent and extending 100 feet therefrom; or~~

~~3. The owners of 20 percent or more of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, such amendment shall not become effective unless approved by a three-fourths vote of the members of the Council.~~

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 _____, 2025.

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

law

01/21/2025

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # O.1

To approve the contract extension with Axon Enterprise, Inc for the Green Bay Police Body Camera and Taser Program for a five (5) year commitment through 2030. Total cost for this is $4,125,000.00

BACKGROUND

In the packet the PowerPoint reflects the new contract.

These items may diminish to recover those costs:
FLOCK – expiring contract end of 2025. FLOCK - $106k/year (2024).
Dictation/Records personnel – the unlimited transcribed minutes – officers could use this feature for creating details instead of staff typing audio files. (possible records personnel)
3rd party storage – large servers used by computer forensics store large files at PD, this would be cloud storage (less cost for large storage servers)
3rd party video playback – ease of retrieval and files would load right from the cloud. This one is a bit more difficult to navigate for cost savings, but will get more focus set.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Axon Contract Amendment 2025 Finance Request 1-14-2025
2. GreenBayPD_31Dec24_Signed

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

Phone 920.448.3047
Fax 920.448.3050

1/06/2025

Finance Committee 1/14/2025.

Consideration and possible action to approve the Contract Amendment for continuation/extension of the City of Green Bay Police Body Camera – Taser Programs. The programs are set to expire in November 2025. Included proposal shows a five (5) year commitment to continue the program through 2030. Total cost for this is $4,125,000.00 this total does not include the $620,000.00 for 2025 this was accounted for in a previous approval. This new Amendment will combine the Six (6) Various Axon Contracts and the Taser 7 Contract into one comprehensive contract. The City of Green Bay Police is going to accept the Proposed Tech option. Parent Contract will be added as a supplement document.

Thomas J. Walenski

Respectfully Submitted,

Thomas J. Walenski
Procurement Manager
City of Green Bay

AXON
Green Bay Police Department

Current Program

Green Bay Police Department has 6 contracts they hold with Axon: 5-year primary camera and TASER 7 contract as well as multiple add-on contracts. New contract brings them all together

January 15, 2021 – January 14, 2026
(Product arrived Late Dec 2020)

	Additional Products
Fleet 2 with Wi-Fi Offload	50
Interview Rooms	6
Axon Air	
Fusus	
Zoll	
Dedrone	

	Current Program
Number of Contracts	6
Body Worn Cameras (April 2021)	AB4: 190 / MBD: 24 / SBD: 11
Evidence.com Licenses	Professional: 200 / Basic: 0
TASER	T7: 190
All Cartridges, Batteries, Training	✓
Two BWC Hardware Upgrades	✓
Unlimited Axon Storage	✓
Auto Tagging	✓
Performance	✓
Respond (BWC GPS)	✓
Respond+ (BWC Livestreaming)	✓
Signal Sidearm	✓
Redaction Assistant	✓
3rd Party Video Playback	
Standards Licenses	✓
My90 Surveys	
Virtual Reality	
Auto Transcription	
3rd Party Storage	95,000 GB
Records Licenses	✓

Current Uses: April 2021 to January 6th, 2025

System usage

License limits

PRO LICENSES	212	BASIC LICENSES	8	A LA CARTE STORAGE	95500 GB	UNLIMITED STORAGE
10	remaining	6	remaining	87226.2 GB	remaining	134984.5 GB used
202	used	2	used	8273.8 GB	used	

Auto-Transcribe minutes

23,320 minutes total | Pro and Records minutes renew every calendar year

PRO	23320
23320	remaining
0	used
359 DAYS	expiring

Evidence added (last 30 days)

Type	Size (+)	Size (−)	Net Size (+/−)
Total	-1.41 TB	0 MB	-1.41 TB
Video	-1.42 TB	0 MB	-1.42 TB
Audio	366.09 MB	0 MB	366.09 MB
Other	8.38 GB	0 MB	8.38 GB

Evidence storage

Type	Size
Total	107.48 TB
Video	102.5 TB
Audio	18.49 GB
Other	4.96 TB

User summary

Type	Count
Total	414
Active	201
Inactive	211
Invited	2

Current Uses:

(April 2021 to current)

- System wide evidence storage – 415k pieces of digital evidence
- Body Worn Camera (AB4) and Fleet 2 (outdated)
- Auto-tagging with CAD – helps alleviate videos not have proper incident number
- Standards
  - Initiated 2023 due to discovering we have this but were not using it
  - To date – using this for Complaint process (2024), Use of force (April 15, 2024), Injury, Drug Screen tracking, Veh Collision and Pursuit forms (May 15, 2024)

  Standards benefits: Work flow tracking, record keeping, analytics (just developing), employee information system (EIS), trend development, file storage of standards cases

Green Bay Police Dept. | Executive Summary

Executive Summary – Current Products	
Auto Tagging	Auto Tagging automatically tags Axon body-worn & fleet camera videos with correlating metadata from your CAD or RMS system.
Respond+ (BWC GPS & Livestreaming)	Axon Respond leverages real-time situational capabilities of GPS plus the ability to live-stream into the BWC for better situational awareness. Axon Body 4 allows the Officer to request live-streaming access using the "Watch Me" feature for enhanced Office Safety. You can also offload critical incidents out in the field without needing to dock or plug in the camera.
Standards Licenses	Axon Standards is our use of force reporting software that leverages the connected devices from Axon (Body 4 cameras & TASER 10) to pre-populate data that are used for creating internal affairs investigations. This also tracks TASER 10 effectiveness when gaining compliance without deploying the weapon using the built-in accelerometer.
Signal Sidearm	A smart sensor that attaches to an officer's holster to trigger Axon body-worn cameras within 30' range to start recording automatically when an officer's weapon is drawn. This can be configured 1:1 or all Axon BWC in the vicinity.
Performance	Axon Performance automates body-worn camera policy reviews and provides actionable, up to date compliance information, such as camera use during calls for service, with an intuitive metrics dashboard and shareable reporting capabilities. This service extracts patterns of behavior from your Evidence.com data to improve agency review processes, guide policy updates, and identify opportunities for officer training and development. Combined with Auto Transcription, you can surface videos for supervisor review with hate speech or where activations of a BWC occurred from a Signal Sidearm or Taser 10 activation took place.
Redaction Assistant	Redaction Assistant is a powerful add-on to the Evidence.com Redaction Studio. Redaction Assistant speeds up the redaction process by automating redactions for common objects like faces, license plates, and video screens (e.g., MDT screens). Audio redaction can now automate word redacting throughout a recording.
Community Request	Axon Community Request allows agencies to engage the community in efforts to investigate crimes and preserve public safety. Agencies can launch public portals from Evidence.com to collect digital evidence submissions from members of the public, those submissions are screened for viruses and categorized automatically, so agencies can review potential evidence files safely and quickly.
3rd Party Storage	Allows you to store all data regardless of the source (doesn't just have to be Axon devices).
Records Licenses	The OSP10 Premium package includes a free five-year license for Axon Records for every OSP10+ or OSP10 Premium license purchased, but additional Professional Services fees will need to be scoped.

Green Bay Police Dept. | Executive Summary

Executive Summary – Potential Products – Page 1/2	
TASER10	Increased connectivity makes the TASER system faster and more efficient. These elegant automations can help reduce the administrative time devoted to an agency's TASER program by as much as 75%.
3rd Party Video Playback	Axon's 3rd Party Playback helps agencies review propriety video files natively in Evidence.com without having to download a separate media player. We can account for 95%+ of proprietary video file formats & continue to improve as new formats are discovered.
Virtual Reality	Axon VR Training is completely portable and can be used anytime, anywhere. This solution includes three core components: • Community Engagement Training - Focused on developing skills, empathy and de-escalation tactics for engaging with individuals in scenarios involving mental health, trauma, peer intervention and more. • Simulator - Enables trainees to practice and refine skills with a limitless number of variables introduced during drills and increasingly complex scenarios. Also includes beginner, intermediate, and advanced firing ranges on TASER 10 and Firearm for limitless repetitions and to build muscle memory. • Academy – A library of supplemental e-learning courses designed to strengthen the skills learned in Community Engagement and Simulator Training.
~~Channel Services~~	Axon's Channel Services allows for up to three additional data sources to be integrated with Evidence.com. This includes our professional services team to help migrate the data over so that the appropriate metadata & associated evidence maps over accordingly.
~~My90 Engagement Surveys~~	• Post-Contact Surveys: Automatically send callers short surveys about agency interactions High response rates from automated surveys help you optimize community engagement • Public Surveys: Engage community members on social media and agency websites Deploy at events like National Night Out and Coffee with a Cop Easily satisfy CALEA accreditation requirements • Officer Surveys: Collect candid feedback to reduce burnout and support officer wellness All surveys are confidential and independently managed
Auto-Transcription & Dictation	This artificial intelligence-based transcription services to help officers dictate their reports in the field and identify key words in all video footage (not just BWC). This data can then be used for court-ready documents, once verified by personnel, and is what helps us identify the key words in Axon Performance when flagging videos for supervisors to review. This saves agencies tremendous amounts of time by allowing them to go right to that point in the video to see who said what, and complete investigations more quickly.
Draft One	Axon Draft One is a revolutionary new software product that drafts high-quality police report narratives in seconds based on auto-transcribed body-worn camera audio. Draft One leverages Generative Artificial Intelligence (AI) and includes a range of critical safeguards, requiring every report to be reviewed and approved by a human officer, ensuring accuracy and accountability of the information before reports are submitted.
3rd Party Storage	Allows you to store all data regardless of the source (doesn't just have to be Axon devices). Unlimited option is available.

Green Bay Police Dept. | Executive Summary

Executive Summary – Potential Products – Page 2/2	
Fusus Real-Time Crime Center	Fusus is a technology-agnostic platform that aggregates live video, data and sensor feeds from virtually any source and renders it via a map-based real-time crime center interface. Fusus enhances situational awareness and investigative capabilities of law enforcement and public safety agencies. Fusus makes it simple for owners of private CCTV systems to opt-in to providing law enforcement and public safety agencies access to live-streaming and recorded video from public spaces, enhancing the safety of shopping malls, retailers, educational institutions, office buildings, and more. Axon's integration to Fusus adds more real time information, providing officer locations and live video feeds from Axon Body 4, Axon Fleet 3, and Axon Air connected drones in the Real-Time Crime Center in the Cloud to provide agencies with better real-time operations situational awareness.
Fleet 3	Fleet 3 records the best-quality evidence from its Dual-View Camera. It also gives every vehicle ALPR capabilities, which means 8X more coverage for the same spend as traditional systems. Plus, real-time situational awareness features including alerts, live maps and video/audio streaming help leaders and dispatchers maintain visibility into what officers are facing in the field. It's a 3-in-1 that will change how agencies think about in-car solutions, all part of the Axon network. Features and Benefits • Dual-View Camera: Panoramic video camera captures clear video evidence, and 4K ALPR camera with edge AI processing covers 3 lanes of traffic. • Interior Camera: Capture from below occupant's knee to above their head, with color in well-lit conditions and infrared illumination for night view. • ALPR Hotlist Alerts: Configurable MDC alerts help officers get notified about important plates without losing focus. • Livestreaming and Location Updates: Axon Respond for devices enables leaders to receive alerts, and view vehicle location and livestreams in real-time. • Fleet Hub: Includes secure solid-state storage, wireless communications, and garage- and tunnel-friendly location systems. Footage is uploaded even without the MDC over LTE or Wi-Fi. • Fleet Dashboard App: One simple interface for ALPR alerts, camera control, preview and tagging of evidence, and zoom. • Wireless Activation: Compatible with Axon Signal, which activates cameras based on certain events including light bar activation, speed threshold, and other configurable triggers. • BWC Pairing & Upload: Pairs wirelessly with any Axon body camera, and router connection can upload footage wirelessly. • Video Recall: Retains last 24 hours of video for each camera so critical footage can be retrieved remotely and no evidence is missed. • Multi-Cam Playback: Watch up to four in-car or BWC videos recorded at a scene using Axon Evidence, with videos automatically associated based on device proximity.
~~Zoll AED~~	*1,000 cardiac arrests occur daily in the United States. Every minute after onset of a cardiac arrest, probability of survival drops 10%.* Axon is partnering with Zoll to provide lifesaving tools for law enforcement. Zoll. Is a medical technology company focused on improving public safety outcomes. Zoll AEDs provide a toll for officers to provide high-quality CPR and defibrillation on both adults and children prior to EMS arrival, improving survival outcomes for those suffering from cardiac arrest and traumatic injury.

Green Bay Police Dept.

Early Contract Renewal

We recommend the Officer Safety Plan 10 with Fleet 3 Advanced proposal for modernizing technology, streamlining administrative functions, and future-proofing Green Bay Police Department for the next 5 years.

In-Car (50)	Current Tech	Proposed & Full Tech
Systems	Fleet 2 Basic	Fleet 3 Advanced
Routers	R1900 (5G)	R1900 (5G)
Livestreaming		✓
ALPR		Do we want? FLOCK

	Additional Products
Interview Rooms	6
Axon Air	
Dedrone	

	Current Tech	Proposed Tech	Full Tech
Number of Contracts	1	1	1
Body Worn Cameras	AB4: 190	AB4: 190	AB4: 190
Evidence.com Licenses	Pro: 220	Pro: 220	Pro: 220
TASER CEW	TASER7: 190	TASER10: 190	TASER10: 190
All Cartridges, Batteries, Training	✓	✓	✓
Two BWC Hardware Upgrades	✓	✓	✓
Unlimited Axon Storage	✓	✓	✓
Auto Tagging	✓	✓	✓
Respond+ (BWC GPS & Livestreaming)	✓	✓	✓
Standards Licenses	✓	✓	✓
Signal Sidearm	✓	✓	✓
Performance	✓	✓	✓
Redaction Assistant	✓	✓	✓
3rd Party Video Playback (Limits need for IFSU)		✓	✓
Community Request	✓	✓	✓
Virtual Reality			✓
Channel Services			1
My90 Engagement Surveys			✓
Auto-Transcription & Dictation		✓	✓
Draft One			✓
3rd Party Storage (Replace ED need)	95,000 GB	Unlimited	Unlimited
Records Licenses			✓
Fusus Real-Time Crime Center			✓

Future needs - cost savings in other areas

- *Fleet 3 with 5g routers –* Fleet 2 has reached close to end of life. TAP refresh next year, automatically sends Fleet 3 at no cost under current contract. ALPR potential with new contract, but necessary with FLOCK?

- *10 additional standards licenses –* we are seeing an increasing need for more needed access within the system. This would be to account for growth during the next 6 years.

- *3rd party video playback* - Axon's 3rd Party Playback helps agencies review propriety video files natively in Evidence.com without having to download a separate media player. We can account for 95%+ of proprietary video file formats & continue to improve as new formats are discovered. (Removes burden from ISFU to find CODEC's and also ends search for other software)

- *3rd party storage* - Allows you to store all data regardless of the source (doesn't just have to be Axon devices). This would apply to phone extractions, and any other dumps of data, otherwise stored on external drive sources.

- *Taser 7's* - reach end of warranty in early 2026. Upgrading to Taser10 comes with training plan and training commitment due to being much different that its predecessor. Could do this in early 2025, draft concerns.

Green Bay Police Department

Proposed Contract Pricing

	Current Tech	Proposed Tech	~~Full Tech~~
Year 1 - 2025	$620,000	$620,000	~~$620,000~~
Year 2 - 2026	$728,000 17.5% ish	$938,000 50% ish	~~$1,389,000~~
Year 3 - 2027	$728,000	$938,000	~~$1,389,000~~
Year 4 - 2028	$728,000	$938,000	~~$1,389,000~~
Year 5 - 2029	$728,000	$938,000	~~$1,389,000~~
Year 6 - 2030	$728,000	$938,000	~~$1,389,000~~
Total	**$4,260,000**	**$5,310,000**	**$7,565,000**

2025: Installation of Fleet 3 with 5G Routers

Proposed Tech:

2025: Installation of Fleet 3 with 5G Routers

ALPR (reduce if not wanted $40,000/year)

Livestreaming for Cars (reduce if not wanted $10,000/year)

10 Additional licenses for Evidence.com ($5,000/year)

3rd Party Video Playback ($25,000/year - included in bid)

Unlimited Auto-Transcribe ($50,000/year - included in bid)

Unlimited 3rd Party Storage ($75,000/year - included in bid)

2026: Deployment of TASER10 (avoiding 2025 due to NFL Draft)

10 Additional licenses for Evidence.com

Available Additions: Fusus at $150,000/year

Draft One (AI) at $165,000/year to Proposed Tech

or $215,000/year to Current Tech

Final numbers – justified with other areas of change

- Fleet 3 ALPR – will we continue with Flock for post 2025?
- Live Streaming Fleet 3 cameras – have not had ability, AB4's do have
  - Looking at saving time and personnel:
    - Records – dictation needs decrease (less personnel?)
    - IFSU – finding codec for various videos imported into system ($9k startup, $2k/yr 'amped')
    - Detective – no longer needing IFSU so frequently to find codec
    - Danelski – UFED files could be stored in e.com instead of inhouse servers

	Current Tech	Proposed Tech	~~Full Tech~~
Year 1 - 2025	$620,000	$620,000	~~$620,000~~
Year 2 - 2026	$728,000 17.5% ish	$825,000	~~$1,389,000~~
Year 3 - 2027	$728,000	$825,000	~~$1,389,000~~
Year 4 - 2028	$728,000	$825,000	~~$1,389,000~~
Year 5 - 2029	$728,000	$825,000	~~$1,389,000~~
Year 6 - 2030	$728,000	$825,000	~~$1,389,000~~
Total	**$4,260,000**	**$4,745,000**	**~~$7,565,000~~**

Green Bay Police Department

Potential Cost of Waiting: 2024 vs. 2025

	Execution in 2024	Execution in 2025* 7.5% compounding rate of increase
Year 1 - 2025	$620,000	$620,000
Year 2 - 2026	$938,000	$1,009,000
Year 3 - 2027	$938,000	$1,009,000
Year 4 - 2028	$938,000	$1,009,000
Year 5 - 2029	$938,000	$1,009,000
Year 6 - 2030	$938,000	$1,009,000
5-Year Total	**$5,310,000**	**$5,665,000**

GBPD can save **$355,000** by executing a contract in Jan of 2025,
which is the equivalent of **more than 4.5 months** in contract value.

*Note: Future pricing is estimated on a 7.5% annual compounding rate of increase. We do not know future pricing.

Green Bay Police Department

1/15/2025 – 1/14/2031

One Complete Digital Ecosystem

Continuation of current Body-Worn Cameras and TASER 7 for 1 year
190 Body-Worn Camera + TASER 10 Certification Bundles

- Body-worn camera refreshes every 2.5 years
- In-car camera refresh
- TASER batteries and training cartridges
- TASER Unlimited duty cartridges
- TASER Instructor and Master Instructor Vouchers
- On-Site Training
- Auto-tagging
- Performance
- Respond GPS & Livestreaming
- Signal Sidearm
- Redaction Assistant
- 3rd Party Video Playback
- Unlimited Transcription & Dictation
- Unlimited 3rd Party Storage

50 Fleet 3 Advanced with 5G Routers

Full Warranty on all Axon Hardware for 6 years

	Annual Payments
January 2025	$620,000
January 2026	$825,000
January 2027	$825,000
January 2028	$825,000
January 2029	$825,000
January 2023	$825,000
Total	**$4,745,000**

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First Amendment to the Master Services and Purchasing Agreement

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the Green Bay Police Department (WI) ("**Agency**" or "**Customer**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**".

Axon and Customer are Parties to the Master Services and Purchasing Agreement by and between Axon Enterprise, Inc. and the Green Bay Police Department (WI), dated December 15, 2020 (the "**Agreement**").

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The Agreement is hereby updated to incorporate the following references:
    a. Any reference to "Axon Aware" shall mean "Axon Respond."
    b. Any reference to "Axon Citizen for Communities" shall mean "Axon Community Request."
    c. Any reference to "Axon Body 3" or "AB3" shall also mean "Axon Body 4" or "AB4," when and as applicable.
    d. Any reference under the Agreement to "TASER 7" or "OSP 7" shall also mean "TASER 10" and/or "OSP 10," except for any reference under the TASER Device Appendix or under any applicable Quote, which should only refer to the TASER product cited therein.

2. Section 7.4.2 is hereby deleted in its entirety and replaced with the following:
    a. Axon's cumulative liability under this Agreement to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product or service will not exceed the value of this Agreement. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

3. The following language is added in as Section 7.5 of the Agreement:
    a. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

4. Section 13 – Indemnification is hereby deleted in its entirety and replaced with the following:
    a. **Indemnification**. Axon agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all third party suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any omission, fault, or negligence, whether active or passive, of Axon, any contractor or subcontractor performing work on behalf of Axon, or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The

obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable except to the extent liability results from the negligence, error or omission, or willful misconduct of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Axon shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity provision shall survive the termination or expiration of this Agreement.

5. Section 16 – Agency Responsibilities is deleted in its entirety and replaced with the following:
    a. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

6. The following language is added in as Section 23 to the Agreement:
    a. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7. The attached documents are hereby incorporated into the Agreement:
    a. Cloud Services Terms of Use Appendix (*Replaces previous Cloud Services Terms of Use Appendix*)
    b. ACEIP Appendix
    c. Professional Services Appendix *(Replaces previous Professional Services Terms of Use Appendix*)
    d. Technology Assurance Plan Appendix
    e. TASER Device Appendix *(Replaces previous TASER 7 Appendix)*
    f. Auto-Transcribe Appendix
    g. Application Programming Interface Appendix
    h. Advanced User Management Appendix
    i. Investigate Appendix
    j. Events Appendix
    k. Quote Q-604925-45617.961JB

8. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

First Amendment to the Master Services and Purchasing Agreement

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.	**Green Bay Police Department (WI)**
Signature: Signed by: 55DAEBB131A4424...	Signature: Chris Davis
Name: Robert Driscoll	Name: Chris Davis
Title: Deputy General Counsel	Title:
Date: 12/31/2024 | 11:47 AM MST	Date: Dec 31, 2024

Axon Cloud Services Terms of Use Appendix

Definitions.

a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.

c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

d. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

e. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

Access. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

Customer Owns Customer Content. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

Security. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

Customer Responsibilities. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the

configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

Privacy. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

Axon Body Wi-Fi Positioning. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

Storage. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or anAxon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

Location of Storage. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

Suspension. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

Axon Cloud Services Warranty. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

TASER Data Science Program. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall

own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

Axon Records. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.

d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

Axon Cloud Services Restrictions. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;

e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

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Draft One Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

After Termination. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

Post-Termination Assistance. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

U.S. Government Rights. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of `a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

Survival. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request,

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration**.**

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

16. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

4. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	**Days to Return from Start Date of TASER 10 Subscription**
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.

6. **Access Rights**. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.

8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.

9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.

10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.

    10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

    10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.

   1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities**. When using API Service, Customer and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

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4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration**. Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.

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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be

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downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-604925-45617.961JB

Issued: 11/21/2024

Quote Expiration: 12/31/2024

Estimated Contract Start Date: 01/15/2025

Account Number: 106256

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Green Bay Police Dept. - WI 307 S Adams St Green Bay, WI 54301-4515 USA	Green Bay Police Dept. - WI 307 S Adams St Green Bay WI 54301-4515 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Julie Bosack Phone: 312-576-2829 Email: jbosack@axon.com Fax:	Rick Belanger Phone: 9206391179 Email: rickbe@greenbaywi.gov Fax:

Quote Summary

Program Length	72 Months
TOTAL COST	$4,745,000.00
ESTIMATED TOTAL W/ TAX	$4,745,000.00

Discount Summary

Average Savings Per Year	$213,817.97
TOTAL SAVINGS	$1,282,907.83

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	$620,000.00	$0.00	$620,000.00
Dec 2025	$825,000.00	$0.00	$825,000.00
Dec 2026	$825,000.00	$0.00	$825,000.00
Dec 2027	$825,000.00	$0.00	$825,000.00
Dec 2028	$825,000.00	$0.00	$825,000.00
Dec 2029	$825,000.00	$0.00	$825,000.00
Total	**$4,745,000.00**	**$0.00**	**$4,745,000.00**

Quote Unbundled Price:	**$6,027,907.83**
Quote List Price:	**$5,511,493.23**
Quote Subtotal:	**$4,745,000.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			$1.00	($47,581.89)	($47,581.89)	$0.00	($47,581.89)
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	($5,637.07)	($5,637.07)	$0.00	($5,637.07)
M00010	BUNDLE - OFFICER SAFETY PLAN 10	190	60	$258.84	$216.65	$224.63	$2,560,782.00	$0.00	$2,560,782.00
Fleet3ARe	Fleet 3 Advanced Renewal	50	60	$213.58	$189.57	$189.57	$568,710.00	$0.00	$568,710.00
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	11	60	$13.11	$12.40	$13.18	$8,698.80	$0.00	$8,698.80
B00020	BUNDLE - UNLIMITED	190	12	$113.75	$130.00	$130.00	$296,400.00	$0.00	$296,400.00
A la Carte Hardware									
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	51			$2,695.00	$0.00	$0.00	$0.00	$0.00
100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5			$2.99	$2.99	$14.95	$0.00	$14.95
R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	50	60		$3,363.00	$56.05	$168,150.00	$0.00	$168,150.00
A la Carte Software									
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	72		$33.47	$0.00	$0.00	$0.00	$0.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	72		$33.69	$33.69	$4,851.36	$0.00	$4,851.36
11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	50			$213.00	$213.00	$10,650.00	$0.00	$10,650.00
20248	AXON TASER - EVIDENCE.COM LICENSE	192	12		$5.20	$5.20	$11,980.80	$0.00	$11,980.80
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	72		$28.82	$28.82	$12,450.24	$0.00	$12,450.24
80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	50	12		$20.80	$20.80	$12,480.00	$0.00	$12,480.00
73638	AXON STANDARDS - LICENSE	25	72		$11.08	$11.08	$19,944.00	$0.00	$19,944.00
80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	100	12		$17.70	$17.70	$21,240.00	$0.00	$21,240.00
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	50	12		$59.00	$59.00	$35,400.00	$0.00	$35,400.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	72		$114.16	$114.16	$49,317.12	$0.00	$49,317.12
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	190	72		$23.05	$8.50	$116,304.70	$0.00	$116,304.70
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	72		$11.08	$11.08	$151,574.40	$0.00	$151,574.40
73739	AXON PERFORMANCE - LICENSE	190	72		$11.08	$11.08	$151,574.40	$0.00	$151,574.40
73618	AXON COMMUNITY REQUEST	190	72		$11.08	$11.08	$151,574.40	$0.00	$151,574.40
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	72		$11.08	$11.08	$151,574.40	$0.00	$151,574.40
ProLicense	Pro License Bundle	30	72		$44.33	$44.22	$95,515.20	$0.00	$95,515.20
A la Carte Services									
99901	AXON ACCELERATE CONFERENCE REGISTRATION	12			$849.00	$0.00	$0.00	$0.00	$0.00
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	190	12		$2.70	$2.70	$6,156.00	$0.00	$6,156.00
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			$6,786.00	$6,786.43	$6,786.43	$0.00	$6,786.43
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	190	72		$11.08	$11.08	$151,574.40	$0.00	$151,574.40

A la Carte Warranties								
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	5	35	$0.00	$0.00	$0.00	$0.00	$0.00
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	12	$7.45	$7.45	$268.20	$0.00	$268.20
80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	11	12	$4.28	$4.28	$564.96	$0.00	$564.96
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	228	12	$0.50	$0.50	$1,368.00	$0.00	$1,368.00
80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	51	12	$9.35	$9.35	$5,722.20	$0.00	$5,722.20
50448	AXON INTERVIEW - EXT WARRANTY	6	36	$28.10	$28.10	$6,069.60	$0.00	$6,069.60
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	196	12	$7.45	$7.45	$17,522.40	$0.00	$17,522.40
Total						**$4,745,000.00**	**$0.00**	**$4,745,000.00**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
CRADLEPOINT R1900 SINGLE MODEM KIT	100145	AXON FLEET - AIRGAIN ANT - 7-IN-1 WH 4LTE/5G 2WIFI 1GNSS	50	1	12/15/2024
CRADLEPOINT R1900 SINGLE MODEM KIT	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	50	1	12/15/2024
CRADLEPOINT R1900 SINGLE MODEM KIT	100469	AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET	50	1	12/15/2024
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	51	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	190	2	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	6	2	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	6	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	190	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	16	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	9	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	3800	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1140	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	190	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	4	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	190	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	33	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	190	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	380	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	3	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	3	1	12/15/2025
A la Carte	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5	1	12/15/2025
Body Worn Camera Single-Bay Dock TAP Bundle	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	11	1	04/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	196	1	04/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	24	1	04/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	570	1	12/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1520	1	12/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	570	1	12/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1520	1	12/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	570	1	12/15/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1520	1	12/15/2028
Body Worn Camera Single-Bay Dock TAP Bundle	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	11	1	04/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	196	1	04/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	24	1	04/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	570	1	12/15/2029
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1520	1	12/15/2029
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	50	1	12/15/2029
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	12/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED	73638	AXON STANDARDS - LICENSE	190	01/15/2025	01/14/2026
BUNDLE - UNLIMITED	73680	AXON RESPOND PLUS - LICENSE	190	01/15/2025	01/14/2026
BUNDLE - UNLIMITED	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1900	01/15/2025	01/14/2026
BUNDLE - UNLIMITED	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	190	01/15/2025	01/14/2026
BUNDLE - UNLIMITED	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	01/15/2025	01/14/2026
BUNDLE - UNLIMITED	73746	AXON EVIDENCE - ECOM LICENSE - PRO	190	01/15/2025	01/14/2026
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	50	01/15/2025	01/14/2030
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	50	01/15/2025	01/14/2030
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	100	01/15/2025	01/14/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	90	01/15/2025	01/14/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	30	01/15/2025	01/14/2031
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	01/15/2025	01/14/2031
A la Carte	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	50		
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	192	01/15/2025	01/14/2026
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	01/15/2025	01/14/2031
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	01/15/2025	01/14/2031
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	01/15/2025	01/14/2031
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	01/15/2025	01/14/2031
A la Carte	73618	AXON COMMUNITY REQUEST	190	01/15/2025	01/14/2031
A la Carte	73638	AXON STANDARDS - LICENSE	25	01/15/2025	01/14/2031
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	01/15/2025	01/14/2031
A la Carte	73739	AXON PERFORMANCE - LICENSE	190	01/15/2025	01/14/2031
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	190	01/15/2025	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	190	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	2	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	190	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	190	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	73680	AXON RESPOND PLUS - LICENSE	190	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1900	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	190	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	190	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	01/15/2026	01/14/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	50	01/15/2030	01/14/2031
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	50	01/15/2030	01/14/2031
A la Carte	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	100	01/15/2030	01/14/2031

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	190
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	1
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	50
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	190
A la Carte	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	190
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	12

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED	80464	AXON BODY - TAP WARRANTY - CAMERA	6	01/15/2025	01/14/2026
BUNDLE - UNLIMITED	80464	AXON BODY - TAP WARRANTY - CAMERA	190	01/15/2025	01/14/2026
BUNDLE - UNLIMITED	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	24	01/15/2025	01/14/2026
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	6	01/15/2025	01/14/2028
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	5	01/15/2025	12/14/2027
A la Carte	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	228	01/15/2025	01/14/2026
A la Carte	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	196	01/15/2025	01/14/2026
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	01/15/2025	01/14/2026
A la Carte	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	11	01/15/2025	01/14/2026
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	12/15/2025	01/14/2030
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	50	12/15/2025	01/14/2030
Body Worn Camera Single-Bay Dock TAP Bundle	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	11	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	190	12/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	6	12/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	33	12/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	190	12/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	12/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	12/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	190	12/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	6	12/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	24	12/15/2026	01/14/2031
A la Carte	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	51	01/15/2030	01/14/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	307 S Adams St	Green Bay	WI	54301-4515	USA
2	307 S Adams St	Green Bay	WI	54301-4515	USA

Payment Details

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	$0.00	$0.00	$0.00
Annual Payment 1	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5	$0.84	$0.00	$0.84
Annual Payment 1	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	50	$600.75	$0.00	$600.75
Annual Payment 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	190	$8,550.02	$0.00	$8,550.02
Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	$702.30	$0.00	$702.30
Annual Payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$273.66	$0.00	$273.66
Annual Payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	$2,781.89	$0.00	$2,781.89
Annual Payment 1	50448	AXON INTERVIEW - EXT WARRANTY	6	$342.38	$0.00	$342.38
Annual Payment 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	$8,550.05	$0.00	$8,550.05
Annual Payment 1	73618	AXON COMMUNITY REQUEST	190	$8,550.05	$0.00	$8,550.05
Annual Payment 1	73638	AXON STANDARDS - LICENSE	25	$1,125.01	$0.00	$1,125.01
Annual Payment 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	$8,550.05	$0.00	$8,550.05
Annual Payment 1	73739	AXON PERFORMANCE - LICENSE	190	$8,550.05	$0.00	$8,550.05
Annual Payment 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	190	$6,560.54	$0.00	$6,560.54
Annual Payment 1	ProLicense	Pro License Bundle	30	$5,387.85	$0.00	$5,387.85
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	50	$113,742.00	$0.00	$113,742.00
Year 1	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	50	$33,630.00	$0.00	$33,630.00
Year 1 Costs	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$3,000.00	$0.00	$3,000.00
Year 1 Costs	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	190	$6,156.00	$0.00	$6,156.00
Year 1 Costs	20248	AXON TASER - EVIDENCE.COM LICENSE	192	$11,980.80	$0.00	$11,980.80
Year 1 Costs	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	51	$0.00	$0.00	$0.00
Year 1 Costs	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	228	$1,368.00	$0.00	$1,368.00
Year 1 Costs	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	196	$17,522.40	$0.00	$17,522.40
Year 1 Costs	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	$268.20	$0.00	$268.20
Year 1 Costs	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	50	$12,480.00	$0.00	$12,480.00
Year 1 Costs	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	50	$35,400.00	$0.00	$35,400.00
Year 1 Costs	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	100	$21,240.00	$0.00	$21,240.00
Year 1 Costs	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	11	$564.96	$0.00	$564.96
Year 1 Costs	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	51	$5,722.20	$0.00	$5,722.20
Year 1 Costs	B00020	BUNDLE - UNLIMITED	190	$296,400.00	$0.00	$296,400.00
Invoice Upon Fulfillment	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	5	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	50	$0.00	$0.00	$0.00
Total				**$620,000.00**	**$0.00**	**$620,000.00**

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	99901	AXON ACCELERATE CONFERENCE REGISTRATION	12	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	$0.00	$0.00	$0.00
Annual Payment 2	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5	$2.93	$0.00	$2.93
Annual Payment 2	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	50	$2,086.00	$0.00	$2,086.00
Annual Payment 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	190	$29,688.60	$0.00	$29,688.60
Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	$2,438.61	$0.00	$2,438.61
Annual Payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$950.23	$0.00	$950.23
Annual Payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	$9,659.65	$0.00	$9,659.65
Annual Payment 2	50448	AXON INTERVIEW - EXT WARRANTY	6	$1,188.84	$0.00	$1,188.84
Annual Payment 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	$29,688.59	$0.00	$29,688.59
Annual Payment 2	73618	AXON COMMUNITY REQUEST	190	$29,688.59	$0.00	$29,688.59
Annual Payment 2	73638	AXON STANDARDS - LICENSE	25	$3,906.39	$0.00	$3,906.39
Annual Payment 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	$29,688.59	$0.00	$29,688.59
Annual Payment 2	73739	AXON PERFORMANCE - LICENSE	190	$29,688.59	$0.00	$29,688.59
Annual Payment 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	190	$22,780.38	$0.00	$22,780.38
Annual Payment 2	ProLicense	Pro License Bundle	30	$18,708.38	$0.00	$18,708.38
Year 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	11	$1,739.77	$0.00	$1,739.77
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	50	$113,742.00	$0.00	$113,742.00
Year 2	M00010	BUNDLE - OFFICER SAFETY PLAN 10	190	$512,156.39	$0.00	$512,156.39
Year 2	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	50	$33,630.00	$0.00	$33,630.00
Year 2 Upfront Services	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$6,786.43	$0.00	$6,786.43
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	($47,581.89)	$0.00	($47,581.89)
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($5,637.07)	$0.00	($5,637.07)
Total				**$825,000.00**	**$0.00**	**$825,000.00**

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00010	BUNDLE - OFFICER SAFETY PLAN 10	190	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	$0.00	$0.00	$0.00
Annual Payment 3	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5	$2.28	$0.00	$2.28
Annual Payment 3	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	50	$1,625.13	$0.00	$1,625.13
Annual Payment 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	190	$23,129.37	$0.00	$23,129.37
Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	$1,899.83	$0.00	$1,899.83
Annual Payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$740.29	$0.00	$740.29
Annual Payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	$7,525.50	$0.00	$7,525.50
Annual Payment 3	50448	AXON INTERVIEW - EXT WARRANTY	6	$926.19	$0.00	$926.19
Annual Payment 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	$23,129.36	$0.00	$23,129.36
Annual Payment 3	73618	AXON COMMUNITY REQUEST	190	$23,129.36	$0.00	$23,129.36
Annual Payment 3	73638	AXON STANDARDS - LICENSE	25	$3,043.34	$0.00	$3,043.34
Annual Payment 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	$23,129.36	$0.00	$23,129.36
Annual Payment 3	73739	AXON PERFORMANCE - LICENSE	190	$23,129.36	$0.00	$23,129.36
Annual Payment 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	190	$17,747.41	$0.00	$17,747.41
Annual Payment 3	ProLicense	Pro License Bundle	30	$14,575.06	$0.00	$14,575.06
Year 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	11	$1,739.77	$0.00	$1,739.77
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	50	$113,742.00	$0.00	$113,742.00
Year 3	M00010	BUNDLE - OFFICER SAFETY PLAN 10	190	$512,156.39	$0.00	$512,156.39

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	50	$33,630.00	$0.00	$33,630.00
Total				**$825,000.00**	**$0.00**	**$825,000.00**

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	$0.00	$0.00	$0.00
Annual Payment 4	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5	$2.28	$0.00	$2.28
Annual Payment 4	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	50	$1,625.13	$0.00	$1,625.13
Annual Payment 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	190	$23,129.37	$0.00	$23,129.37
Annual Payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	$1,899.83	$0.00	$1,899.83
Annual Payment 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$740.29	$0.00	$740.29
Annual Payment 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	$7,525.50	$0.00	$7,525.50
Annual Payment 4	50448	AXON INTERVIEW - EXT WARRANTY	6	$926.19	$0.00	$926.19
Annual Payment 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	$23,129.36	$0.00	$23,129.36
Annual Payment 4	73618	AXON COMMUNITY REQUEST	190	$23,129.36	$0.00	$23,129.36
Annual Payment 4	73638	AXON STANDARDS - LICENSE	25	$3,043.34	$0.00	$3,043.34
Annual Payment 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	$23,129.36	$0.00	$23,129.36
Annual Payment 4	73739	AXON PERFORMANCE - LICENSE	190	$23,129.36	$0.00	$23,129.36
Annual Payment 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	190	$17,747.41	$0.00	$17,747.41
Annual Payment 4	ProLicense	Pro License Bundle	30	$14,575.06	$0.00	$14,575.06
Year 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	11	$1,739.77	$0.00	$1,739.77
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	50	$113,742.00	$0.00	$113,742.00
Year 4	M00010	BUNDLE - OFFICER SAFETY PLAN 10	190	$512,156.39	$0.00	$512,156.39
Year 4	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	50	$33,630.00	$0.00	$33,630.00
Total				**$825,000.00**	**$0.00**	**$825,000.00**

Dec 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	$0.00	$0.00	$0.00
Annual Payment 5	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5	$2.28	$0.00	$2.28
Annual Payment 5	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	50	$1,625.13	$0.00	$1,625.13
Annual Payment 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	190	$23,129.37	$0.00	$23,129.37
Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	$1,899.83	$0.00	$1,899.83
Annual Payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$740.29	$0.00	$740.29
Annual Payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	$7,525.50	$0.00	$7,525.50
Annual Payment 5	50448	AXON INTERVIEW - EXT WARRANTY	6	$926.19	$0.00	$926.19
Annual Payment 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	$23,129.36	$0.00	$23,129.36
Annual Payment 5	73618	AXON COMMUNITY REQUEST	190	$23,129.36	$0.00	$23,129.36
Annual Payment 5	73638	AXON STANDARDS - LICENSE	25	$3,043.34	$0.00	$3,043.34
Annual Payment 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	$23,129.36	$0.00	$23,129.36
Annual Payment 5	73739	AXON PERFORMANCE - LICENSE	190	$23,129.36	$0.00	$23,129.36
Annual Payment 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	190	$17,747.41	$0.00	$17,747.41
Annual Payment 5	ProLicense	Pro License Bundle	30	$14,575.06	$0.00	$14,575.06
Year 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	11	$1,739.77	$0.00	$1,739.77
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	50	$113,742.00	$0.00	$113,742.00
Year 5	M00010	BUNDLE - OFFICER SAFETY PLAN 10	190	$512,156.39	$0.00	$512,156.39
Year 5	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	50	$33,630.00	$0.00	$33,630.00
Total				**$825,000.00**	**$0.00**	**$825,000.00**

Dec 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	$0.00	$0.00	$0.00
Annual Payment 6	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5	$4.33	$0.00	$4.33
Annual Payment 6	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	50	$3,087.87	$0.00	$3,087.87
Annual Payment 6	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	190	$43,947.69	$0.00	$43,947.69
Annual Payment 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	$3,609.84	$0.00	$3,609.84
Annual Payment 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$1,406.61	$0.00	$1,406.61
Annual Payment 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	$14,299.07	$0.00	$14,299.07
Annual Payment 6	50448	AXON INTERVIEW - EXT WARRANTY	6	$1,759.83	$0.00	$1,759.83
Annual Payment 6	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	$43,947.67	$0.00	$43,947.67
Annual Payment 6	73618	AXON COMMUNITY REQUEST	190	$43,947.67	$0.00	$43,947.67
Annual Payment 6	73638	AXON STANDARDS - LICENSE	25	$5,782.59	$0.00	$5,782.59
Annual Payment 6	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	$43,947.67	$0.00	$43,947.67
Annual Payment 6	73739	AXON PERFORMANCE - LICENSE	190	$43,947.67	$0.00	$43,947.67
Annual Payment 6	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	190	$33,721.53	$0.00	$33,721.53
Annual Payment 6	ProLicense	Pro License Bundle	30	$27,693.80	$0.00	$27,693.80
Year 6	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	11	$1,739.77	$0.00	$1,739.77
Year 6	M00010	BUNDLE - OFFICER SAFETY PLAN 10	190	$512,156.39	$0.00	$512,156.39
Total				**$825,000.00**	**$0.00**	**$825,000.00**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

If the Common Council does not ratify and approve this agreement or if sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement without penalty or further obligation subject to provision 17.4 of the MSPA. Customer will deliver notice of termination under this section as soon as reasonably practicable.

Agency has existing contract(s) originated via Quote(s):

Q-309223, Q-357943, Q-432623, Q-455787, Q-504257, Q-505514, Q-548068, Q-591284

Agency is terminating those contracts effective 1/14/2025. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -$53,218.96

100% discounted Fleet camera hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contracts above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

11/21/2024

Signature: Christy A Davis

Email: Chris.Davis@greenbaywi.gov

Amendment 1 - Green Bay PD (WI) - AX 12.16 + Quote - Opt out language added

Final Audit Report 2024-12-31

Created:	2024-12-31
By:	Richard Belanger (rick.belanger@greenbaywi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZq1T7L3vHMbLL64LGwJFITu8mBkCtcbN

"Amendment 1 - Green Bay PD (WI) - AX 12.16 + Quote - Opt out language added" History

Document created by Richard Belanger (rick.belanger@greenbaywi.gov)
2024-12-31 - 2:11:24 PM GMT

Document emailed to Chris Davis (Chris.Davis@greenbaywi.gov) for signature
2024-12-31 - 2:13:19 PM GMT

Email viewed by Chris Davis (Chris.Davis@greenbaywi.gov)
2024-12-31 - 2:18:48 PM GMT

Document e-signed by Chris Davis (Chris.Davis@greenbaywi.gov)
Signature Date: 2024-12-31 - 3:19:33 PM GMT - Time Source: server

Agreement completed.
2024-12-31 - 3:19:33 PM GMT

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # O.2

To approve approve ordering of 2026 and 2027 Department of Public Works equipment to secure build slots for future years.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. 2026-2027 truck preorder memo

Inter-Office Memo

Date: **January 7, 2025**

To: **Finance Committee**

From: **Steve Grenier, Director of Public Works**

Re: **2026-2027 Equipment Replacement Purchases**

Truck-based heavy equipment used by the Department of Public Works and Utility Division, specifically garbage/recycling, plow, street sweepers, and combination sewer vacuum trucks are produced differently than many other trucks. One manufacturer will produce the basic truck with bare frame rails behind the cab. We then contract with a second vendor to fabricate and install the body on the bare truck, for the sweepers and refuse trucks, a third vendor is required for the right-hand drive conversion.

Due to manufacturing and supply-chain issues, bare trucks are in limited supply. Engine and transmission manufacturers are only building a fixed number of engines and transmissions, which then limits the number of trucks that can be supplied. Truck manufacturers are reserving the limited number of trucks being produced in the name of their vendors, with each vendor only getting a certain number of build slots (allocations). Additionally, the EPA Phase 3 emissions standard will take effect starting for 2027 model year truck engines which is anticipated to increase purchase price of each truck an estimated $40,000 due to the added equipment and technology.

We have been in contact with our vendors to develop a plan to secure build slots for future years. The City can commit to purchasing vehicles in future years by issuing a Letter of Intent. This will secure a build slot for a future year, but likewise commits the City to purchasing the vehicle. Generally, the City would not have to commit funds until the vehicle is actually being built, which is the year we expect to take delivery.

Our current process has led to delayed vehicle acquisition. Vehicles requested in the first quarter of 2025 will likely be available for us to bring into service in the second and third quarter of 2026 (16-20 month lead time).

Another drawback to continuing to use these older vehicles on a daily basis is the increased maintenance costs. From engine and transmission failure to structural frame issues and hydraulic system replacements needed to keep these older vehicles in operation, our equipment repair budget now exceeds $1 million annually.

To avoid the delays in our equipment acquisition process and ensure timely delivery of needed replacement vehicles at the lowest possible cost, the Department of Public Works requests that the Common Council authorize the preorder of (2) refuse trucks, and (3) plow trucks, for 2026 totaling ***$1,670,000*** (2026 funds) and (2) refuse trucks and (2) plow trucks for 2027 totaling ***$1,400,000*** (2027 funds. The Utility Division requests the Common Council authorize the preorder of (1) combination sewer cleaning truck and (3) street sweepers for 2026 totaling ***$1,779,500*** (2026 funds).

Operations Division

Asset	Year	Type	2026	2027	Order Date	Leadtime	Estimated Delivery
20	2006	Tandem Axle Salt/Plow Truck	$315,000		1-Feb-2025	16-months	1-Jun-2026
38	2006	Tandem Axle Salt/Plow Truck	$315,000		1-Feb-2025	16-months	1-Jun-2026
47	2012	Tandem Axle Bulk/Plow Truck	$340,000		1-Feb-2025	16-months	1-Jun-2026
116	2013	Automated Refuse Truck	$350,000		1-Feb-2025	16-months	1-Jun-2026
141	2013	Automated Refuse Truck	$350,000		1-Feb-2025	16-months	1-Jun-2026
32	2007	Tandem Axle Salt/Plow Truck		$335,000	1-Aug-2025	16-months	1-Jan-2027
39	2007	Tandem Axle Salt/Plow Truck		$335,000	1-Aug-2025	16-months	1-Jan-2027
117	2014	Automated Refuse Truck		$365,000	1-Aug-2025	16-months	1-Jan-2027
118	2014	Automated Refuse Truck		$365,000	1-Aug-2025	16-months	1-Jan-2027
		Total	***$1,670,000***	***$1,400,000***			

Utility Division

Asset	Year	Type	2026	2027	Order Date	Leadtime	Estimated Delivery
93	2020	Combination Sewer Cleaning Truck	$590,000		1-Feb-2025	14-months	1-Apr-2026
740	2018	Regenative Air Street Sweeper	$365,500		1-Feb-2025	24-months	1-Feb-2027
741	2018	Mechanical Street Sweeper	$412,000		1-Feb-2025	24-months	1-Feb-2027
742	2018	Mechanical Street Sweeper	$412,000		1-Feb-2025	24-months	1-Feb-2027
		Total	***1,779,500***				

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # O.3

To approve contingency amendment resolution for $4,000 for the Human Resources 2025 operating budget for the Employee Resource Center 2025 fees.

BACKGROUND

Council approved staying with Employee Resource Center (ERC) on 12/17/24 creating a 2025 operating budget shortfall.

Increase budget from $24,000 to $28,000.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Resolution-trf Contingency to HR Employee assistance program $4,000

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

January 21, 2025

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

Pursuant to the recommendation of the Finance Committee at its meeting of January 14, 2025, the following 2025 transfer of funds is hereby authorized:

	ACCOUNT		AMOUNT
From:	101099-59001	Contingency	$4,000.00
To:	101180-51502	Employee Assistance Program	$4,000.00

This budget amendment to cover payment the additional expense to stay with current vendor Employee Resource Center over 2025 budget approved at Common Council meeting on December 17, 2024.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # O.4

To release the City lien and forgivable equity investment pursuant to Moski Corporation development agreement 21-04 for property located at 1420 S Huron Road as all the requirements have been met.

BACKGROUND

The City entered into a Development Agreement (DA 21-04) with the Moski Corp. on January 25, 2022, helping to facilitate the development of a sixty-nine (69) market-rate residential apartment unit campus on the 1300 Block of South Huron Road (Parcels 21-183 and 21-182-3). Attached Development Agreement 21-04, Section III, subsections G & H (located on page 5) stipulates that the City shall take a $230,000 Forgivable Equity Investment and lien against the property until certain milestones are reached. First milestone is that $115,000 will be forgiven by January 1, 2025 should the property have values at or above $750,000 and another $115,000 will be forgiven by January 1, 2027 should the property have values at or above $1,500,000. As of January 1, 2024 parcels 21-183 and 21-182-3 have an assessed value of $3,974,200 so the full $230,000 Forgivable Equity Investment and lien against the property can be released.

RECOMMENDATION

Refer to staff the release of the $230,000 Forgivable Equity Investment and Lien against 1420 South Huron Road and 0 Einstein Way, identified with Parcel Numbers 21-183 and 21-182-3 pursuant to Development Agreement 21-04.

FISCAL IMPACT

ATTACHMENTS

1. Kos-Huron Development Agreement_executed 1.25.22

City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 21-04

KOS HURON

This Development Agreement is made this 25 day of January, 2022, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City") and MOSKI CORP a Wisconsin business corporation ("Developer").

RECITALS

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

Tax Parcel	Address	Acres	Assessed Value
21-183	0 S. Huron Rd.	30.250	$30,300.00
21-182-3	1300 S. Huron Rd. Block	1.888	$0.00

B. The parcels listed above shall together be referred to as the "Property." The Property comprises approximately thirty-two and one hundred thirty-eight thousandths (32.138) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

C. Tax Parcel 21-183 of the Property contains invaluable wetlands, the destruction of which would be detrimental to the City's ecosystem. The parties intend to preserve these wetlands through creation of a permanent conservation easement on the property.

D. Developer intends to complete a Project, which includes the construction of three (3) two (2)-story fifteen (15)-unit structures (with attached garages) and three (3) two (2)-story eight (8)-unit structures (with detached garages) containing a total of sixty-nine (69) market-rate residential apartment units. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.

E. As of January 1, 2021, the Property has an aggregate assessed value of thirty thousand, three hundred dollars ($30,300.00), which based on the assessed tax rates in effect as of January 1, 2021, the Property yields approximately:

1. Seven hundred forty-six dollars and ten cents ($746.10) in total real estate taxes annually (assessed mill rate of $24.63);

2. Seven hundred forty-six dollars and ten cents ($746.10) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $24.63); and

3. Two hundred ninety-four dollars and fifty-two cents ($294.52) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.72).

F. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be five million, five hundred thousand dollars ($5,500,000.00), which is anticipated to yield approximately:

1. One hundred thirty-five thousand, four hundred sixty-five dollars ($135,465.00) in total real estate taxes annually (assessed mill rate of $24.63);

2. One hundred thirty-five thousand, four hundred sixty-five dollars ($135,465.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $24.63); and

3. Fifty-three thousand, four hundred sixty dollars ($53,460.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.72).

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

G. The City desires to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.

H. In order to induce Developer to undertake the Project, such that the Project will build new structures for individuals of all ages and abilities; create a significantly higher per acre property value than adjacent properties and the City average; generate property taxes greater than the cost of providing infrastructure and services; and the public will generally benefit, the City has agreed to enter into certain transactions with Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City, including but not limited to adopted or approved plans or specifications on file with the City, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.

B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be

deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City will take the necessary action to amend any conflicting approvals or conditions.

D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to participate in certain transactions as set forth in this Agreement. The City intends to recover its costs through new real estate taxes generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

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

A. "Agreement" means this Development Agreement among the City and Developer, as amended and supplemented from time to time.

B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.

C. "Base Value" means the aggregate assessed value of the Property on the first (1st) day of January of the year when this Agreement was executed, which shall be thirty thousand, three hundred dollars ($30,300.00).

D. "City" means the City of Green Bay, Brown County, Wisconsin.

E. "Concept Plan" means the plan for the Project.

F. "Developer" means MOSKI CORP, or any assignee of the same.

G. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.

H. "Plans and Specifications" means the plans and specifications developed for the Project.

I. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer or the City may propose and the City may accept in its sole discretion.

J. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.

K. "Project" means the Project as defined in the Recitals.

L. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other

sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.

M. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.

N. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.

III. TRANSACTIONS

A. Qualification. Developer shall demonstrate to the satisfaction of City a need for the transactions contemplated herein, with such determination to be made according to the "but for" test, that is, that but for the City participating in such transactions, the Project would not happen.

B. First Property Transfer. By no later than November 30, 2022, Developer shall convey Tax Parcel 21-183 (0 S. Huron Rd.) to the City, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, for the sum of one dollar ($1.00), and shall provide an owner's policy of title insurance at the time of conveyance.

C. Permanent Conservation Easement. Upon acquisition of Tax Parcel 21-183 (0 S. Huron Rd.), the parties acknowledge and agree that the City shall prepare and obtain approvals for a Permanent Conservation Easement on the Property, which shall include prohibitions on constructing improvements within the contiguous forested wetland and on all land within thirty five (35) feet of such contiguous forested wetland, for which desired boundaries are herein attached as EXHIBIT D. Developer agrees that the Permanent Conservation Easement is a material requirement to this Agreement, and that but for the Permanent Conservation Easement, the City would not enter into this Agreement. Under no circumstances shall the Permanent Conservation Easement as identified in EXHIBIT D be reduced or amended.

D. Special Assessments. In consideration of the Permanent Conservation Easement encumbering the Property, the City shall take all steps necessary to rescind all Special Assessments and Special Charges currently levied, and subsequently deferred, against the Property under §66.0701-0733 and §66.0627 Wis. Stats., the City Code of Ordinances, which is equivalent to approximately:

1. Two hundred seventeen thousand, one hundred nineteen dollars and thirty-one cents ($217,119.31) at the time the original Special Assessment was levied in 2005; or

2. Four hundred twenty thousand, three hundred twenty-four dollars and twenty cents ($420,324.20) as calculated in 2021 under provisions for deferred assessments within the City Code of Ordinances.

E. Parcel Combination. The City shall take all steps necessary to combine Tax Parcel 21-183 (0 S. Huron Rd.), as encumbered, and Tax Parcel 21-182-3 (1300 S. Huron Rd. Block) into one parcel. Upon recording of such action with the Brown County Register of Deeds, all references to Property shall include all such new parcels created through the actions of this Section III. E.

F. Second Property Transfer. City shall convey the Property, which now includes both Tax Parcel 21-183 (0 S. Huron Rd.) and Tax Parcel 21-182-3 (1300 S. Huron Rd. Block), to Developer, free and clear of the Special Assessments and Special Charges identified in Section III. D., except for the Permanent Conservation Easement as herein described in Section III. C. and EXHIBIT D, via warranty deed, and shall provide an owner's policy of title insurance at the time of conveyance. Developer shall pay to the City the sum of one hundred ninety thousand dollars ($190,000.00).

G. Preferred Forgivable Equity Investment. Concurrent with the Second Property Transfer described in Section III. F., the City shall take a Preferred Forgivable Equity Investment in the Project of two hundred thirty thousand dollars ($230,000.00), which is the estimated value of the real estate that will be transferred to the Developer, plus the value of the outstanding deferred Special Assessments that will be waived by the City. The Preferred Forgivable Equity Investment shall be secured by the Property and shall survive the expiration of this Agreement. The Preferred Forgivable Equity Investment shall be reduced by one hundred fifteen thousand dollars ($115,000.00) if the aggregate assessed value of the Property is greater than or equal to seven hundred and fifty thousand dollars ($750,000.00) prior to January 1, 2025. The Preferred Forgivable Equity Investment shall be eliminated in total if the aggregate assessed value of the Property is greater than or equal to one million, five hundred thousand dollars ($1,500,000.00) prior to January 1, 2027. Should the aggregate assessed value of the Property fail to be greater than or equal to one million, five hundred thousand dollars ($1,500,000.00) prior to January 1, 2027, the Developer shall pay the City the remaining Preferred Forgivable Equity Investment.

H. Lien Against the Property. As security for the Preferred Forgivable Equity Investment, the City shall have, and Developer hereby grants, a continuing general lien on the Property, which now includes both Tax Parcel 21-183 (0 S. Huron Rd.) and Tax Parcel 21-182-3 (1300 S. Huron Rd. Block). The lien granted pursuant hereto shall be in addition to any other remedies provided for herein, and shall not be removed from the Property until the Preferred Forgivable Equity Investment is eliminated as provided for in Section III.G.

IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to November 30, 2022, Developer shall submit a Concept Plan to the Director of Community and Economic Development for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify the Permanent Conservation Easement as described herein.

B. Construction Documents. Prior to November 30, 2023, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, to the Director of Community and Economic Development for approval, which shall include:

1. Full-color elevations for all sides of all proposed structures; and

2. Descriptions of all exterior building materials; and

3. Other such essential items as may be reasonably determined by the City to be appropriate.

C. Development Budget. Prior to November 30, 2023, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to the Director of Community and Economic Development for approval, which shall include:

1. Not less than two million dollars ($2,000,000.00) in "hard" construction costs for the entire Project; and

2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders.

D. City Approvals. The City shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the City shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City, or adversely affect the Concept Plan. The City will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the City or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the City and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the City proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City.

F. Impact Fees. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.

G. Proof of Equity. Developer shall have in place and shall provide the City no later than November 30, 2023, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.

H. Proof of Financing. By no later than November 30, 2023, Developer shall have delivered proof satisfactory to the City of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City, to complete the Project according to the plans and specifications.

I. Acquisition of Property. By no later than November 30, 2023, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.

J. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.

K. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.

L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City of the Preliminary Concept Plan, approval by the City of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. Construction shall be completed no later than November 30, 2026. Developer shall file with the City copies of the detailed construction plans within ninety (90) days after completion of the Project.

M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the City information having a bearing upon the interests of the City in the Property or under this Agreement. Upon request of the City, Developer shall submit progress reports during the course of construction. Upon request of the City, Developer shall submit a copy of annual, reviewed financial statements for Developer through termination of this Agreement. The City reserves the right to request audited financial statements, provided however, that audited financial statements shall not be required more frequently than once every two (2) years.

N. Copies of Documents. All documents from Developer to the City shall be submitted in triplicate.

O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.

P. Right of First Refusal. Developer shall provide City the right of first refusal to purchase the Property. This right of first refusal shall expire when the aggregate assessed value of the Property is greater than or equal to one million five hundred thousand dollars ($1,500,000.00).

Q. Transfer or Sale of Project Property.

1. Notice of Intent to Transfer. In addition to the right of first refusal granted herein, if Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City a written request for transfer thirty (30) days prior to the anticipated transfer. The City may deny the request for any commercially reasonable reason. Developer may also assign all rights and obligations under this Agreement to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

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

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

S. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the first phase of construction, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

2. Developer's Environmental Indemnification.

Developer shall indemnify, pay on behalf of, defend and hold the City and its agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

(I) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or

(II) Arising from the breach of any warranty, covenant or representation of Developer to the City, or any other obligation of Developer to the City regarding Hazardous Materials under this Agreement.

3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:

a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants, "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or

hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and

b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

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

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

1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:

a) Bodily Injury by Accident – one hundred thousand dollars ($100,000.00) per accident;

b) Bodily Injury by Disease – one hundred thousand dollars ($100,000.00) per employee; and

c) Five hundred thousand dollars ($500,000.00) policy limit.

2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City.

3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by Developer in such manner as to impose liability on the City. The amounts of such insurance shall be not less than the following limits:

a) General Aggregate Limit – two million dollars ($2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars ($2,000,000.00);

b) Bodily Injury and Property Damage – two million dollars ($2,000,000.00) per occurrence;

c) Fire Legal Liability Damage Limit – one hundred thousand dollars ($100,000.00) per occurrence; and

d) Medical Expense Limit – ten thousand dollars ($10,000.00) per person.

4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:

   a) Bodily Injury – two hundred fifty thousand dollars ($250,000.00) per person; and

   b) One million dollars ($1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars ($250,000.00) per occurrence.

5. Umbrella Coverage. Coverage shall protect Developer during the performance of work covered by this Agreement with limits of one million dollars ($1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.

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

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

U. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City and its officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:

   a) Any breach by Developer of the terms of this Agreement;

   b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or

   c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

   Notwithstanding anything to the contrary in this Agreement, this obligation to indemnify, defend or hold harmless shall not include any claim directly resulting from the City's reckless or willful misconduct.

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY

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

A. Existence. Developer shall have provided City a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.

B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City, and to bind Developer to its terms.

C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City.

D. Insurance. Developer shall have delivered to the City certificates of all insurance required under this Agreement.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

The obligations of Developer under this Agreement are conditioned that the City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Developer represents and warrants to the City as follows:

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

B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.

C. Compliance with Zoning. The Property conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.

E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

F. Good Standing. Developer is a corporation organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.

G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Incorporation or Bylaws of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

I. No Litigation. There is no litigation or proceeding pending or to the Developer's knowledge, threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of

grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

L. Fees or Commissions. The City shall not be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment on the Property as provided under §70.47(7)(a), Wis. Stats.

VIII. DEFAULT

A. Developer Default. Each of the following shall be an Event of Default by Developer:

1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;

2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;

3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;

4. Fraud and Other Illicit Behavior. Developer or any shareholder of Developer is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:

   a) Fraud; or

   b) Indecent or illicit behavior that in the determination of the City would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;

5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;

6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.

B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:

1. Termination. Terminate this Agreement without further notice to Developer;

2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City resulting from Developer's breach;

3. Specific Performance. Sue for specific performance;

4. Acceleration of Indebtedness. Accelerate the maturity of the indebtedness owed, and any obligations of the Developer thereto, pursuant to the Preferred Forgivable Equity Investment;

5. Sue for Damages. Sue for all damages caused by the Event of Default;

6. Other Remedies. Pursue any other remedies available to the City at law or in equity;

7. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and

8. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City, or either of them, by virtue of the Event of Default.

C. City Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City to perform its obligations under this Agreement, including the right to terminate this Agreement, but only after providing the City notice of such default and a failure by the City to commence attempts to cure such default within the thirty (30)-day notice period. If the City, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.

D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.

E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

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

IX. TERMINATION

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

1. The aggregate assessed value of the Property is greater than or equal to one million five hundred thousand dollars ($1,500,000.00) on January 1 for seven (7) consecutive years; or

2. This Agreement is terminated because of an Event of Default; or

3. The parties agree in writing to terminate this Agreement.

B. Survival of Certain Provisions. Sections III.C., III.G., III.H., IV. E., IV. J., IV. P., IV. Q. 2., IV. R., IV. S. 2., IV. U., V. A., V. B., V. C., V. D., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. C., X. D., X. H., X .K., X. N., X. P., X. Q., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.

B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City, which shall not be unreasonably withheld.

C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.

E. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City, or for any amount that becomes due to the Developer or its successors under this Agreement.

F. Relationship of Parties. The City is not a partner or joint venturer with Developer in the Project or otherwise. Under no circumstances shall the City be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, epidemics, pandemics, government-ordered shutdowns, or by any other cause

not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds one hundred eighty (180) days from the date the event occurred.

H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.

I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to November 30, 2021, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.

J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:

1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or

2. Upon receipt if hand-delivered to the party or person intended; or

3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or

4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

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

To the City:	City of Green Bay Attn: Celestine Jeffreys, City Clerk 100 North Jefferson Street Green Bay, WI 54301 e-mail: celestine.jeffreys@greenbaywi.gov facsimile: 920-448-3016
To the Developer:	Moski Corporation Attn: Paul Kosmoski, President 1270 Main Street Green Bay, WI 54302-1337 e-mail: paul@kosapts.com facsimile: 920-432-9230

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

K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

L. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

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

N. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.

O. Recording of Agreement. The City shall record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording. Upon termination of this Agreement, the City shall execute a termination of this Development Agreement in recorded form and record the termination with the Register of Deeds for Brown County, Wisconsin.

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

Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.

R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.

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

[Signature pages follow]

Signature page 1 of 2

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

DEVELOPER:
MOSKI CORP

By: _____

Paul Kosmoski Pres.
Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 25 day of January ~~2021~~ 2022, the above named Paul Kosmoski, President of MOSKI CORP, a Wisconsin corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

RONDA M. BITNEY
NOTARY PUBLIC
STATE OF WISCONSIN

Ronda M Bitney
Notary Public, Brown County, Wisconsin
My Commission Expires 8/9/23

Signature page 2 of 2

THE CITY OF GREEN BAY and MOSKI CORP

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 28 day of January 2023, the above named Eric Genrich and Celestine Jeffreys, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jaime M. Fuge
Jaime M. Fuge
Notary Public, Brown County, Wisconsin
My Commission Expires May 25, 2025

EXHIBIT A
Property Map

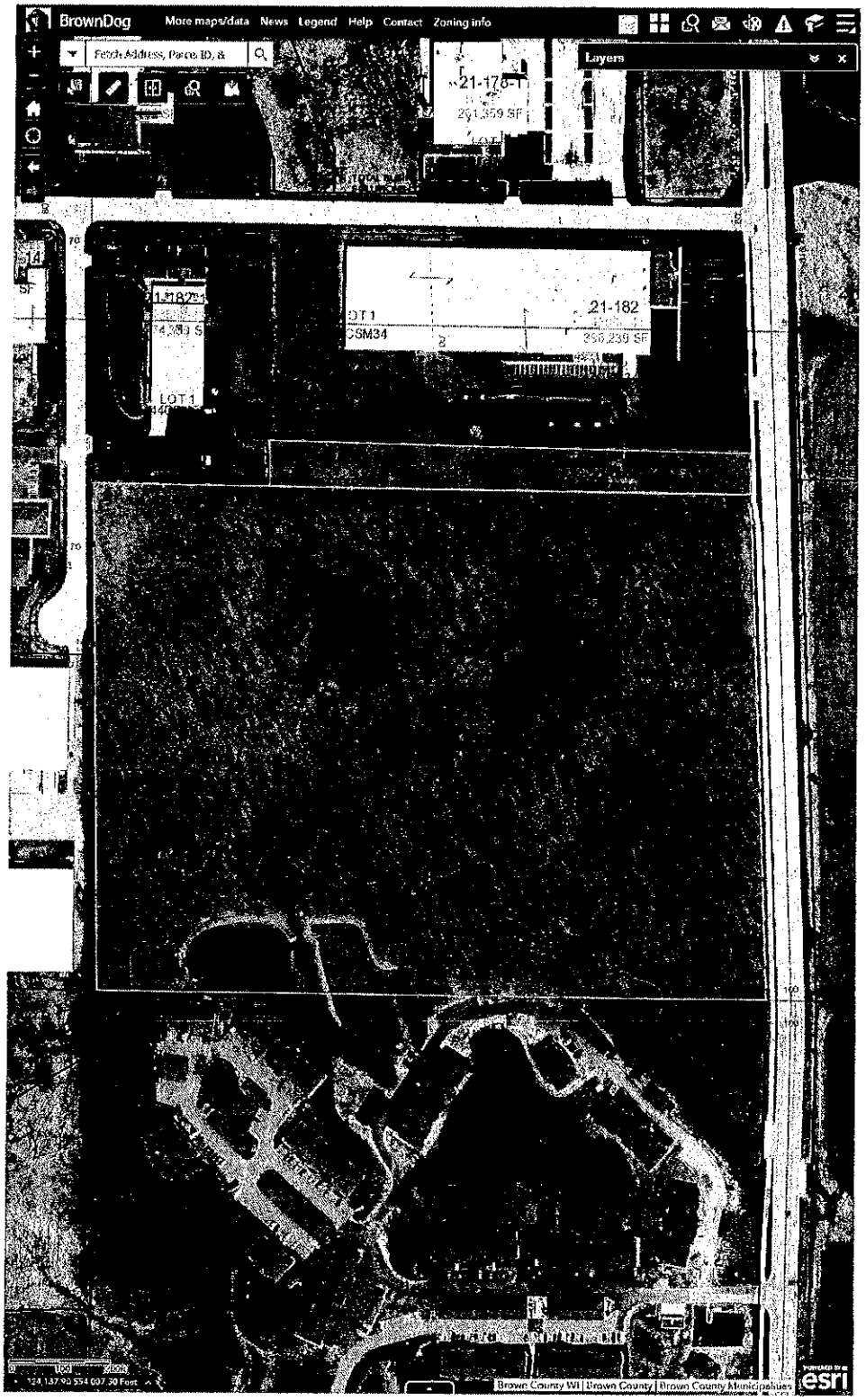


EXHIBIT B
Legal Description

Tax Parcel 21-183 | 0 S. Huron Rd.

30.250 AC M/L
S 30 AC SE 1/4 SW 1/4 SEC 11 T23N R21E EX RD IN 2184178

Tax Parcel 21-182-3 | 1300 S. Huron Rd. Block

82,245 SQ FT
OUTLOT 1 OF 47 CSM 34 BNG PRT OF SE1/4 SW1/4 SEC 11 T23N R21E

EXHIBIT C
Preliminary Concept Plan

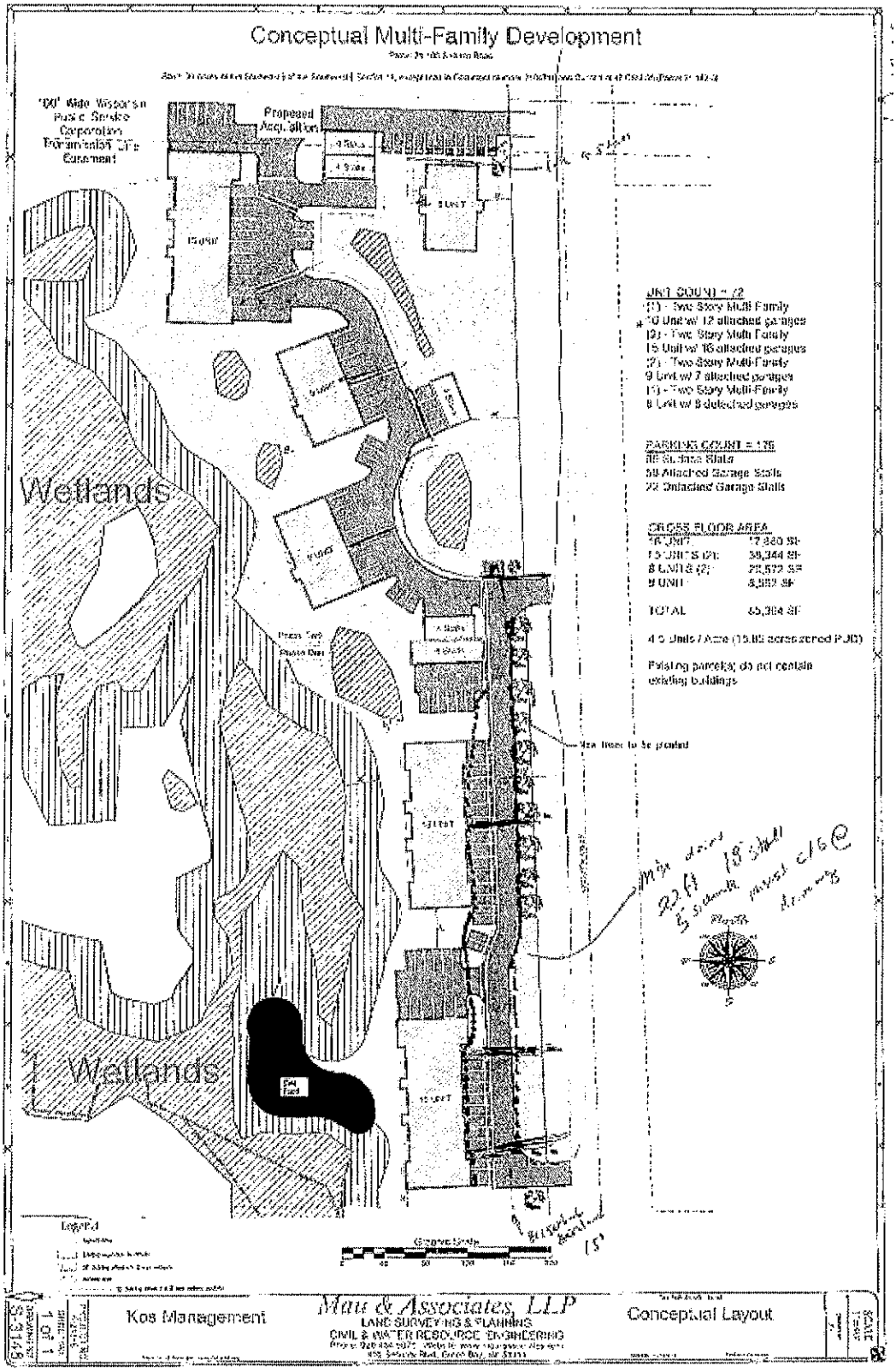
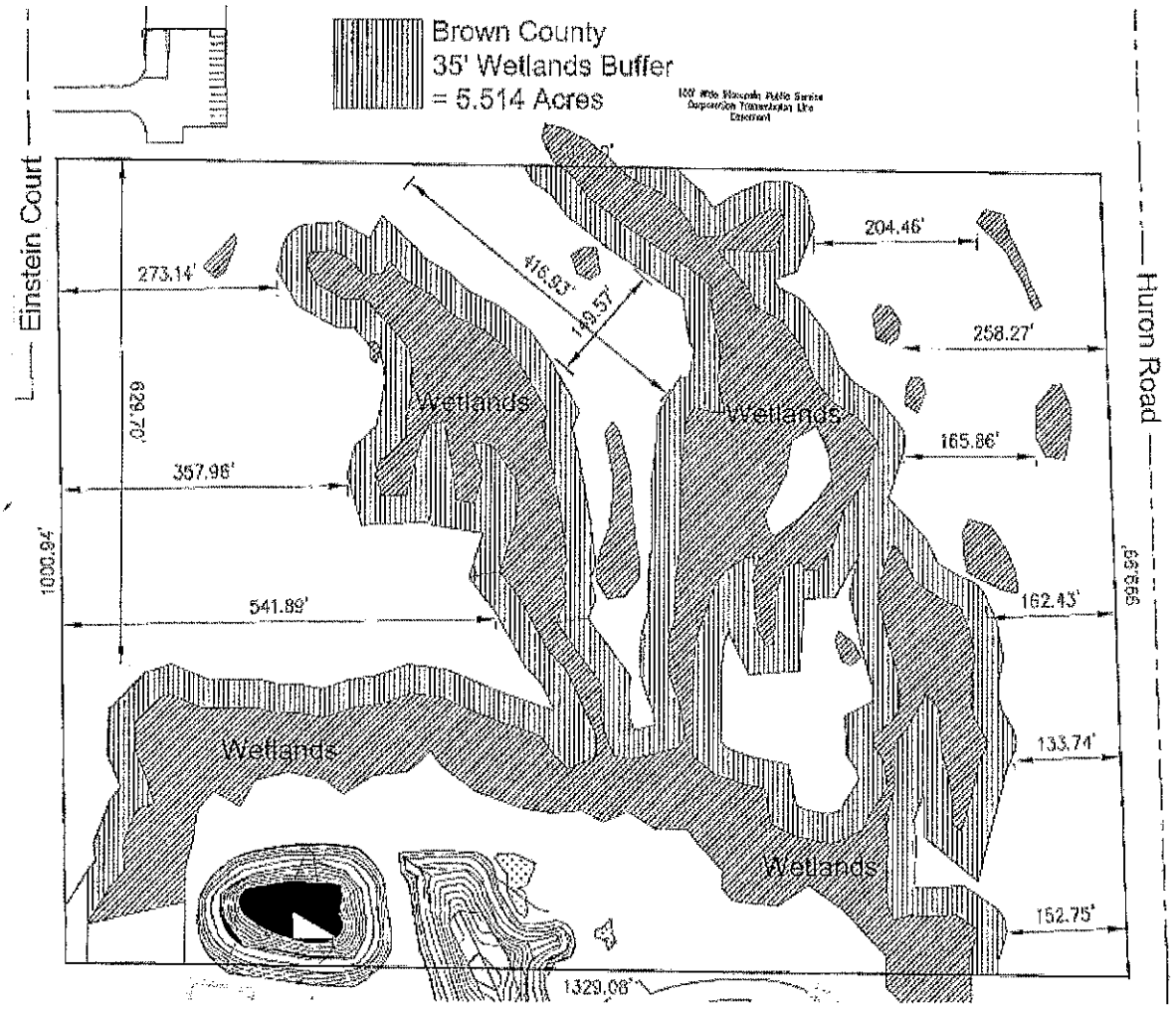


EXHIBIT D
Preliminary Permanent Conservation Easement



Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # O.5

To approve a 90-day extension of the planning option to Gerarden Fabrication and Design for 5 acres of land located on Erie Road, Parcel 21-199.

BACKGROUND

In May 2024, the City purchased 35.875 acres for the expansion of the Grandview Industrial Park. This land is currently zoned RR-Rural Residential. City has approved a planned unit development that will support industrial development.

In September of 2024, Common Council granted a 120-day planning option, with the possibility of an extension if developer demonstrates sufficient progress. The planning option was granted to Gerarden Fabrication and Design for the relocation and expansion of their business that will require 5 of the 35.875 acres. Developer has been continually working with staff, DNR and engineers to get final details complete.

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

RECOMMENDATION

To approve a 90-day extension of planning option to Gerarden Fabrication and Design for the site located on Erie Road, Parcel 21-199.

FISCAL IMPACT

ATTACHMENTS

1. GIS Map

Part of Brown County WI

Map printed on 4/24/2024

1:3,600
1 inch = 300 feet*
1 inch = 0.0568 miles*
**original page size: 8.5"x11"*
Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

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

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

Brown County Planning & Land Services

(920) 448-6480
www.browncountywi.gov

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # O.6

To approve a 90-day extension to planning option to Smet Construction Services for 15 acres of land located on Erie Road, Parcel 21-199.

BACKGROUND

In May 2024, the City purchased 35.875 acres for the expansion of the Grandview Industrial Park. This land is currently zoned RR-Rural Residential. City has approved a planned unit development that will support industrial development.

In September of 2024, Common Council granted a 120-day planning option for 15 acres to a local company, with the possibility of an extension if developer demonstrates sufficient progress. Developer has been continually working with staff, DNR and engineers co get final details complete.

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

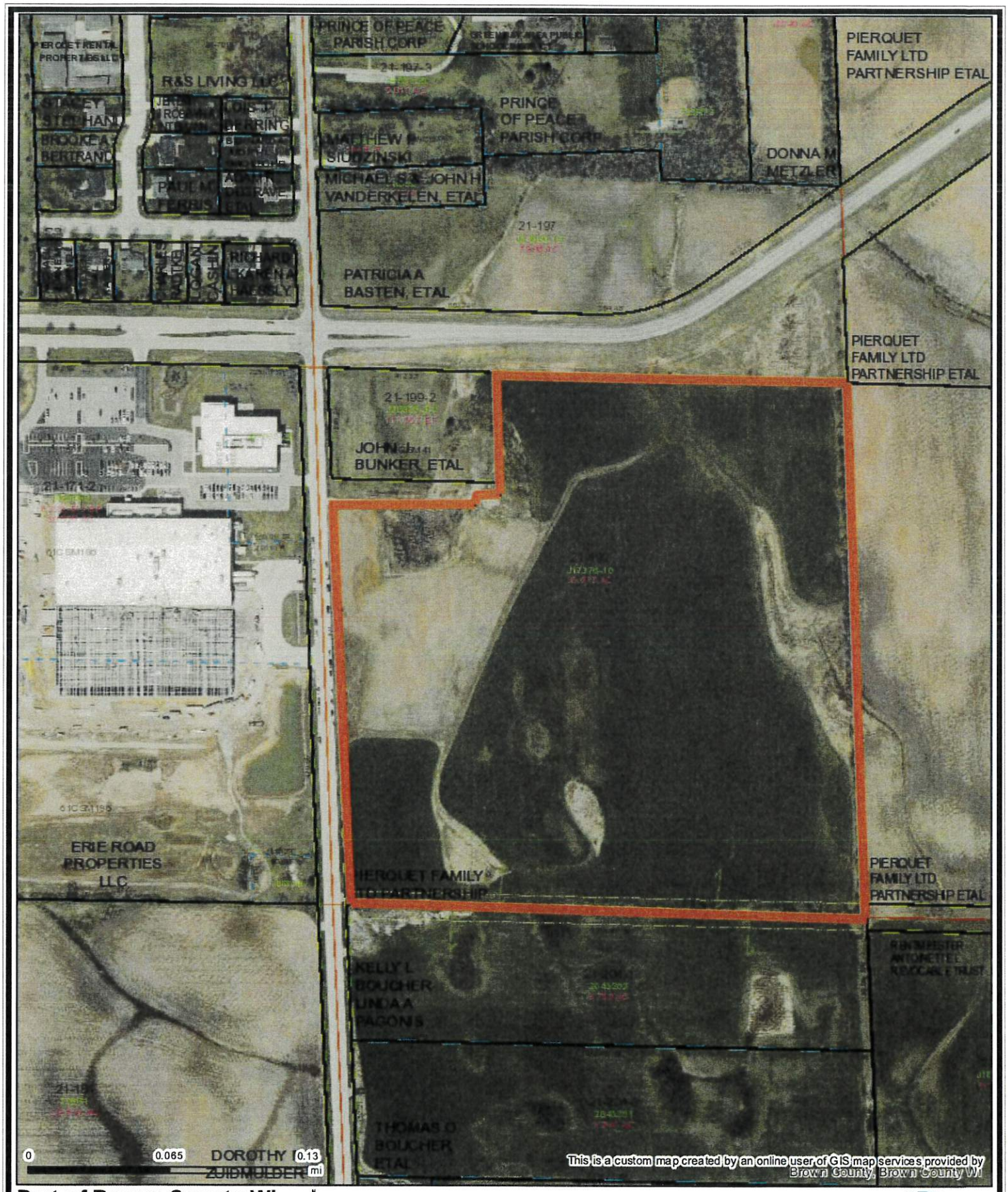
RECOMMENDATION

To approve a 90-day extension of planning option to Smet Construction Services on behalf of a local Company For the site located on Erie Road, Parcel 21-199.

FISCAL IMPACT

ATTACHMENTS

1. GIS Map



Part of Brown County WI

Map printed on 4/24/2024

1:3,600
1 inch = 300 feet*
1 inch = 0.0568 miles*
**original page size: 8.5"x11"*
Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

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

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

Brown County Planning & Land Services
(920) 448-6480
www.browncountywi.gov

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # O.7

To approve accepting a grant award of $916,000 in federal funding through the US Dept. of Transportation Safe Streets and Roads for All (SS4A) initiative with $229,000 city match.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Finance Committee SS4A Grant Jan 2025
2. Grant Tracking Form-SS4A
3. Award letter SS4A grant 2024
4. SS4a Grant Application, CoGB

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 9, 2025	Cheryl Renier-Wigg Dev. Director

AGENDA ITEM

Consideration with possible action to approve accepting a grant award of $916,000 in federal funding through the US Dept. of Transportation Safe Streets and Roads for All (SS4A) initiative

BACKGROUND

The U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) initiative grant will support the creation of a comprehensive safety action plan (CSAP) aimed at making roads safer and reducing serious injury and fatal crashes across the city.

Key Elements of the Comprehensive Safety Action Plan:

Green Bay's CSAP will align with the city's vision zero goals, with a target of reducing fatal and serious injuries by 25% by 2030, 50% by 2035, 75% by 2040, and achieving zero fatalities and serious injuries by 2045. The plan will adopt a holistic Safe System Approach, addressing key areas such as safe speeds, safer roads, safer vehicles, and improved post-crash care.

The grant also funds several innovative supplemental planning activities to ensure the CSAP is comprehensive and effective:

- Proactive Risk Measures: A city-wide analysis using proactive risk assessment methods to identify potential high-risk areas before crashes occur.

- Illuminance Evaluation: Evaluating city-wide street lighting to identify areas in need of improvement, particularly in underserved neighborhoods.

- Bike Connectivity and Flexible Transportation: Studying potential locations for bike-share facilities and assessing connectivity needs for safer bike routes.

- Pedestrian and Cyclist Safety: Evaluating high-pedestrian and bicycle activity areas to assess the feasibility of safety improvements.

- Speed Management Plan: Developing a city-wide speed management plan to address speeding concerns, including the use of real-time speed monitoring systems.

Finally, the City of Green Bay will implement the following demonstration activities to test potential safety solutions and gather public feedback:

- Traffic Calming Demonstrations: Temporary installations such as bump-outs, protected bike lanes, and lane reductions will be piloted to reduce speeds and improve safety in high-risk corridors.

- Real-Time Speed Monitoring: Piloting speed monitoring devices that communicate real-time data to law enforcement, allowing for targeted speed enforcement in areas with high incidents of speeding.

- Public Engagement Through Enforcement and Education: Targeted law enforcement and public education campaigns will be implemented to raise awareness about road safety and reinforce safer road user behavior.

The comprehensive plan will be completed by December 31, 2027, with various demonstration activities and supplemental planning efforts occurring in the interim to gather data and test solutions. The City will work closely with the community to ensure that this plan reflects the needs and priorities of all Green Bay residents.

RECOMMENDATION

To approve accepting a grant award of $916,000 in federal funding through the US Dept. of Transportation Safe Streets and Roads for All (SS4A) initiative and authorize Mayor Genrich to execute all contracts

FISCAL IMPACT

There is a 20% match requirement which will be met by Capital Improvement Projects funding and staff time spent on enforcement. Under this grant, there is a requirement that 20% is applied at each reimbursement. Staff has applied for a waiver which asks to permission to contribute most of our match requirement towards the end of the grant period.

ATTACHMENTS

Award letter

GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(emailto:Kim.Rivest@greenbaywi.gov)

APPLICANT DEPARTMENT: Community and Economic Development **DATE:** 1/9/2025

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Stephanie Hummel/Planner II

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: Safe Street For All/USDOT

AMOUNT OF GRANT REQUEST: $916,000 **LOCAL MATCH REQUIREMENT:** $229,000

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

TIMEFRAME OF GRANT: 4/1/2025 through 12/31/2027

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

PURPOSE OF GRANT (summary): Will allow for the creation of a comprehensive safety action plan (CSAP) aimed at making roads safer and reducing serious injury and fatal crashes across the city.

How does the grant meet City/Department needs? Green Bay's CSAP will align with the city's vision zero goals, with a target of reducing fatal and serious injuries by 25% by 2030, 50% by 2035, 75% by 2040, and achieving zero fatalities and serious injuries by 2045.

What are the personnel requirements (include both existing and new staff) of the grant? A portion of the 20% City matched will be completed through administration time by the Planner II and Capitol Improvement Projects completed by various DPW staff.

DEPARTMENT HEAD SIGNATURE: _____

PART #2: Request to Accept Grant Funds

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

AMOUNT OF GRANT AWARD: $916,000 **CFDA/STATE ID #:** _____

LOCAL MATCH REQUIREMENT: $229,000

Please describe the source of match, if applicable: Staff time and project equipment for demonstration portion of grant

Please describe any major changes in proposed grant-funded activities: N/A

Please describe what the grant money will be spent on:

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

FC = Finance Committee

GRANT TRACKING FORM

- Proactive Risk Measures: A city-wide analysis using proactive risk assessment methods to identify potential high-risk areas before crashes occur.
- Illuminance Evaluation: Evaluating city-wide street lighting to identify areas in need of improvement, particularly in underserved neighborhoods.
- Bike Connectivity and Flexible Transportation: Studying potential locations for bike-share facilities and assessing connectivity needs for safer bike routes.
- Pedestrian and Cyclist Safety: Evaluating high-pedestrian and bicycle activity areas to assess the feasibility of safety improvements.
- Speed Management Plan: Developing a city-wide speed management plan to address speeding concerns, including the use of real-time speed monitoring systems.

-The City of Green Bay will implement the following demonstration activities to test potential safety solutions and gather public feedback:

- Traffic Calming Demonstrations: Temporary installations such as bump-outs, protected bike lanes, and lane reductions will be piloted to reduce speeds and improve safety in high-risk corridors.
- Real-Time Speed Monitoring: Piloting speed monitoring devices that communicate real-time data to law enforcement, allowing for targeted speed enforcement in areas with high incidents of speeding.
- Public Engagement Through Enforcement and Education: Targeted law enforcement and public education campaigns will be implemented to raise awareness about road safety and reinforce safer road user behavior.

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

FC = Finance Committee

To Stephanie Hummel AICP from City of Green Bay,

The City of Green Bay Comprehensive Safety Action Plan, for the Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2024 Safe Streets and Roads for All grant program, was selected for an award of $916,000 in Federal funding. This includes funding to "Develop or Update an Action Plan and Conduct Demonstration or Other Supplemental Planning Activities." Congratulations!

Key Information and Requirements: This email is not authorization to begin work, and it does not guarantee Federal funding. The United States Department of Transportation (USDOT) and City of Green Bay must establish and execute a signed, mutually agreed upon grant agreement prior to the obligation of award funds.

Immediate Next Steps: USDOT made the public announcements related to the awards on September 5, 2024. See the press release here: https://www.transportation.gov/grants/ss4a/press-releases, and the award recipient list here: https://www.transportation.gov/grants/ss4a/2024-awards. We published a short summary of the proposal from your application on our Safe Streets and Roads for All website as part of the public announcement, pursuant to Section H Part 1 of the Notice of Funding Opportunity (NOFO). If you want to modify what is provided on our website once you see it, please let me know by emailing SS4A@dot.gov. The website link is https://www.transportation.gov/grants/SS4A.

What to Expect in the Next Few Weeks: My colleagues at the Federal Highway Administration (FHWA) are responsible for establishing and executing a SS4A grant agreement with City of Green Bay. You can expect to hear from a FHWA representative with your State's FHWA Division Office in the near future. In the weeks ahead you will receive more information about next steps, including an invitation to a FHWA-sponsored webinar for grant recipients to describe the process leading to an executed grant agreement. The webinar will be recorded for those who are unable to attend. In the meantime, if you have questions about next steps, please direct them to FHWA using the email SS4A.FHWA@dot.gov.

Finally, we ask for your patience as we work diligently toward executing grant agreements so your important safety work may begin. FHWA staff will be working with hundreds of new grant recipients to expeditiously process new grant agreements, and this will take time.

It's exciting to see so many communities on the path to improving roadway safety, and the whole SS4A Program team is passionate about helping you succeed. Thank you for your commitment to roadway safety.

Paul

Paul D. Teicher
Grantor, Safe Streets and Roads for All

Office of Policy Development and Coordination
Office of the Secretary of Transportation

Summary of Award Information:

Project Name: City of Green Bay Comprehensive Safety Action Plan
Applicant: City of Green Bay
Unique Entity Identifier: ZCUZDCHFP7C6
Grant Type: Planning and Demonstration
SS4A Grant Funding Amount: $916,000

Estimated Total Project Costs: $1,145,000

Project Description: This award will be used by the City of Green Bay to develop a comprehensive safety action plan and conduct supplemental planning and demonstration activities. The supplemental planning activities will consist of a bicycle and pedestrian risk assessment, street lighting assessment, bike share feasibility study, road safety audits of the HIN, bike trails interconnectivity assessment, micro transit planning study, HIN traffic studies, near-miss analysis, and a speed management plan. The demonstration activities will include education strategies, traffic calming strategies, deploying real-time speed managment devices, and identifying specific targeted enforcement strategies.

Preparing for Establishing a Grant Agreement

The terms of the grant agreement will be in accordance with the FY 2024 SS4A NOFO and applicable Federal requirements. Below highlights key information to start becoming familiar with as the grant agreement development process begins. Note that the information below may not be applicable to all planning and/or demonstration activities included in your award.

- Scope of Activities: Your award is for Develop or Update an Action Plan and Conduct Demonstration or Other Supplemental Planning Activities. Action Plan: The funding awarded to develop a comprehensive safety action plan or update an existing plan to meet SS4A requirements must result in a final product that includes all Action Plan components outlined in Table 1 of the NOFO. See https://www.transportation.gov/grants/ss4a/action-plan-components.
- Supplemental Planning: The funding awarded to conduct supplemental planning must result in a final written product that connects to, supports, and enhances an Action Plan.
- Demonstration Activities: The funding awarded to carry out demonstration activities must inform an Action Plan's list of selected projects and strategies and their future implementation, and/or inform another part of the Action Plan. Demonstration activities are temporary in nature, and materials to be used must also be temporary and/or easily reversible. Additionally, demonstration activities must also measure potential benefits through data collection and evaluation as part of the grant agreement. Demonstration activities are subject to additional reviews and oversight to ensure compliance with Federal requirements, including but not limited to the National Environmental Policy Act and the Manual on Uniform Traffic Control Devices. In some instances, activities that encompass multiple project phases will have a phased grant agreement that obligates funding separately for each individual phase.

- **2 CFR part 200**: All SS4A awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR part 200 (NOFO p.40). We encourage awardees to take the free FHWA training on these requirements.

- **Pre-Agreement Costs:** No costs incurred before USDOT signs and executes the grant agreement will be reimbursed or counted toward the 20% match or cost-share requirement.

- **Allowable Costs**: To be considered allowable, costs incurred must be reasonable, necessary, and allocable, as described in 2 CFR Part 200 Subpart E – Cost Principles.

- **Match and Cost-Sharing:** Grant recipients are required to contribute no less than a 20% non-Federal match. Please review: https://www.transportation.gov/grants/ss4a/match-and-cost-share-examples.

- **Maintenance Activities**: Maintenance activities for an existing roadway primarily to maintain a state of good repair are not an eligible activity. (NOFO p. 17)

- **Enforcement Activities**: Any activities related to compliance or enforcement efforts to make our roads safer should affirmatively improve equity outcomes as part of a comprehensive approach to achieve zero roadway fatalities and serious injuries. (NOFO p. 17)

- **Educational and Outreach Materials**: Any educational or outreach materials charged to the grant must align with the project goals and roadway safety. Costs of promotional items and memorabilia, including models, gifts, and souvenirs are not allowable expenses. Costs of advertising and public relations designed solely to promote the non-Federal entity are unallowable (2 CFR § 200.421). USDOT's Use of DOT Funds for Public Involvement FAQs can assist in determining eligibility of related costs.

Overview. The City of Green Bay is applying for $916,000 in federal funding to create a comprehensive safety action plan (CSAP) and conduct supplemental planning activities and demonstration activities to inform the plan.

Collaboration with Brown County. In fiscal year 2022, Brown County was awarded a $200,000 grant to create a CSAP. The city of Green Bay is excited about the prospects of a county-wide safety action plan, however, after discussions with key stakeholders in the city, there was concurrence that a city-specific CSAP was needed. There are numerous reasons the city is pursuing a city-specific CSAP which include:

- Green Bay is the 3rd largest city in the state of Wisconsin,
- the city's desire to perform numerous demonstration activities,
- 40% of fatal and serious injury crashes in Brown County were in the City of Green Bay,
- an interest in addressing the specific needs of the urban environment of the city, and
- the realization that **to accomplish the vision zero goals of the city, a vastly more extensive study is necessary**.

The city has communicated its interest in developing a city-specific CSAP to Brown County and the jurisdictions both support this interest and will collaborate to keep each party informed of planned activities, strategies, and initiatives. Special attention will be given to avoiding overlapping efforts.

Goal Setting. The city has a desire to set aggressive, but attainable, goals for reducing serious injury and fatal crashes. The exact goals will be determined as part of the safety action plan development, however, for the interim, a draft goal is to reduce fatal and serious injuries 25% by 2030, 50% by 2035, 75% by 2040, and 100% by 2045.

Comprehensive Safety Action Plan. The City of Green Bay is committed to safety and has a strong desire to reduce crashes. This desire for a safer transportation network starts with Mayor Eric Genrich and resonates through city government. A CSAP is needed to find and prioritize countermeasures that will reduce the high number of fatal and serious injury crashes in the city and more equitably serve its residents living in underserved communities.

- Green Bay observed 16 fatal and 150 serious injury crashes in the past five years
- 65.8% of Green Bay's population lives in underserved communities

The proposed CSAP, supplemental planning activities, and demonstration activities will outline a plan for achieving vision zero. The CSAP will follow the Safe System Approach.

Safe System Approach. The principles guiding Green Bay's proposed CSAP are the elements of the Safe System Approach. The CSAP will focus on building each component of the safe system to be so strong that when one part of the system fails, the other parts compensate for the failure. Examples of how the Safety System Approach will be incorporated into the CSAP and supplemental planning and demonstration activities include:

- Safe Speeds – As part of the SP and DA proposals, developing a speed management plan and piloting real-time speed management are proposed.
- Safe Vehicles – As part of the CSAP, local vehicle dealerships will be a key stakeholder to help guide the city towards reshaping the vehicle fleet with safer vehicles.
- Safe Road Users – As part of the CSAP and DA, engagement and education are proposed in addition to piloting targeted law enforcement and education activities.

- Post-Crash Care – As part of the CSAP, local medical care providers will be a key stakeholder in identifying needs and solutions for better post-crash care.
- Safer Roads -The proposed CSAP, the SP, and DA strategies are aimed at providing a safer roadway network. These strategies will be data driven, follow equitable approaches, and will prioritize cost effective solutions such as improved street lighting.

Supplemental Planning Activities. The city has identified numerous supplemental planning activities to inform the safety action plan. The activities center around the Safe System Approach and include innovative and targeted studies aimed at reducing fatal and serious injury crashes specifically in underserved communities. The proposed SP activities include:

Bicycle & Pedestrian Risk Assessment - city-wide, using proactive risk measures
Street Lighting Assessment - city-wide, illuminance evaluation and improvement identification
Bike Share Feasibility Study – feasibility and placement of potential bike share facilities
Road Safety Audits of High-Injury Network – team of auditors focused on the HIN
Bike Trails Interconnectivity Assessment – identifying bike interconnectivity needs
Micro Transit Planning Study - studying flexible transportation options
Traffic Studies on High-Injury Network – better understand feasibility of safety improvements
Near-Miss Analysis – proactively assess safety, particularly at locations with ped/bike activity
Speed Management Plan – establish an accountable plan for speed management in the city

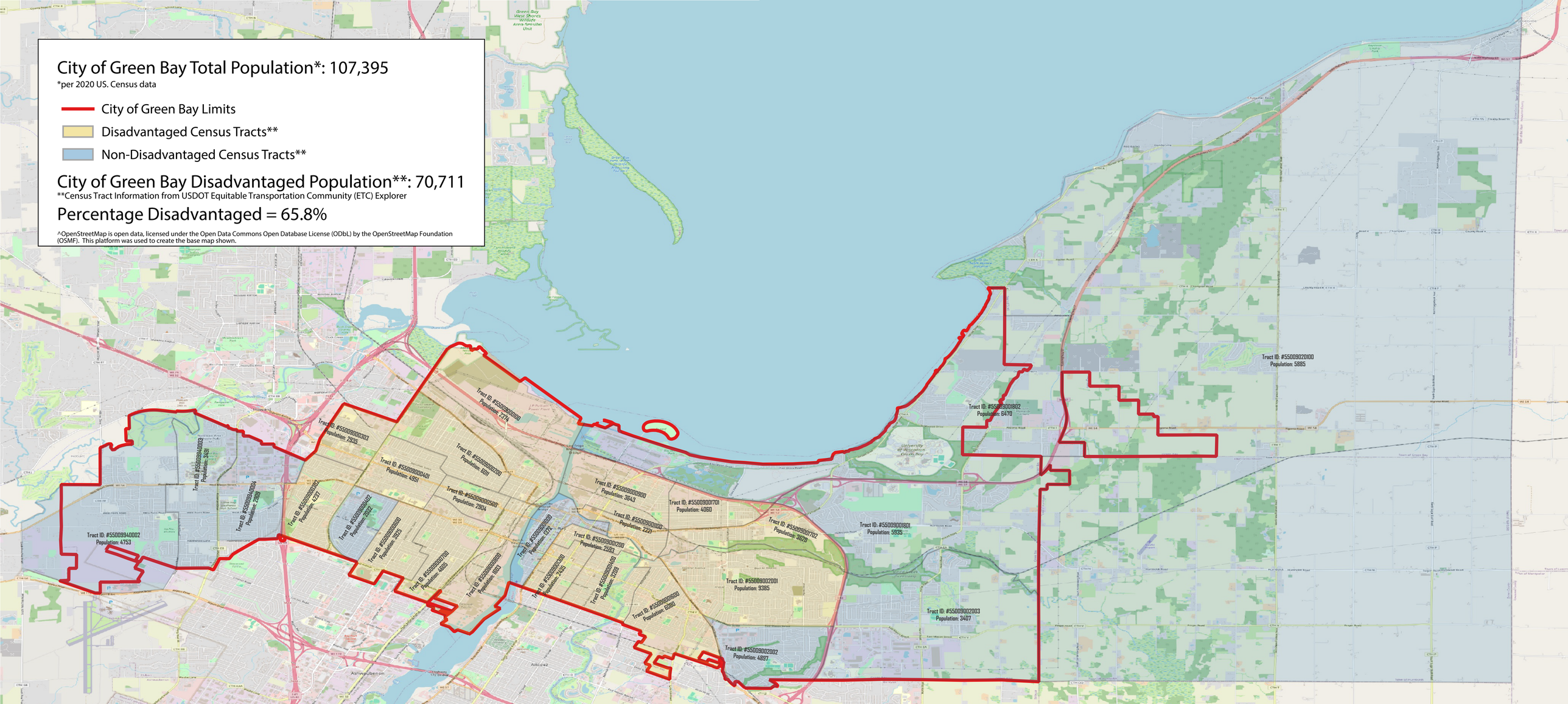
Demonstration Activities. Implementing changes to public facilities can be particularly challenging, especially when there are new concepts brought forth to a skeptical public. That's why the city is very interested in doing DAs, not only to inform the CSAP, but also to engage and inform the public. The following DAs are proposed.

Piloting Traffic Calming Strategies (~2 miles of roadway) – the city has a Shared Vision Corridor Plan that identified numerous opportunities to implement temporary traffic calming measures such as temporary bump-outs, protected bike lanes, motor vehicle lane reductions, and roadway closures to motor vehicle traffic. The exact locations and strategies will be determined by a task force.
Piloting Real-Time Speed Management - the system would include a to-be-determined number of speed devices in the field that would communicate to a software package that provides real-time speed information to law enforcement to identify locations where speeding is prevalent.
Piloting Targeted Law Enforcement - to inform the safety action plan. The specific areas of enforcement will be determined by a task force that will use information gathered in the safety action plan development to identify the specific targeted enforcement strategies.
Piloting Targeted Education - to inform the safety action plan. The specific areas of education will be determined by a task force that will use information gathered in the safety action plan development to identify the specific targeted education strategies.

Schedule. The anticipated completion date for the CSAP is December 31, 2027. Progress reporting will be done to the necessary extent after the completion of the CSAP.

	2025				2026				2027			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
CSAP												
SP												
DA												

Final Thoughts. Thank you for the opportunity to apply for SS4A funding. The city would be open to partial awards if the proposed activities are unable to be funded in their entirety.


City of Green Bay Total Population*: 107,395
*per 2020 US. Census data
City of Green Bay Limits
Disadvantaged Census Tracts**
Non-Disadvantaged Census Tracts**
City of Green Bay Disadvantaged Population**: 70,711
**Census Tract Information from USDOT Equitable Transportation Community (ETC) Explorer
Percentage Disadvantaged = 65.8%
^OpenStreetMap is open data, licensed under the Open Data Commons Open Database License (ODbL) by the OpenStreetMap Foundation (OSMF). This platform was used to create the base map shown.
Tract ID: #55009940002
Population: 4753
Tract ID: #55009940003
Population: 3491
Tract ID: #55009940004
Population: 2309
Tract ID: #55009000003
Population: 2835
Tract ID: #55009000002
Population: 4237
Tract ID: #55009000402
Population: 2802
Tract ID: #55009000401
Population: 4851
Tract ID: #55009000500
Population: 2804
Tract ID: #55009000600
Population: 3923
Tract ID: #55009000700
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Tract ID: #55009000800
Population: 1853
Tract ID: #55009000100
Population: 1372
Tract ID: #55009000200
Population: 2585
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Tract ID: #55009000100
Population: 2374
Tract ID: #55009000200
Population: 801
Tract ID: #55009000600
Population: 3843
Tract ID: #55009000700
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Tract ID: #55009001701
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Population: 9385
Tract ID: #55009002002
Population: 4897
Tract ID: #55009001802
Population: 6470
Tract ID: #55009002003
Population: 3407
Tract ID: #55009020100
Population: 5885

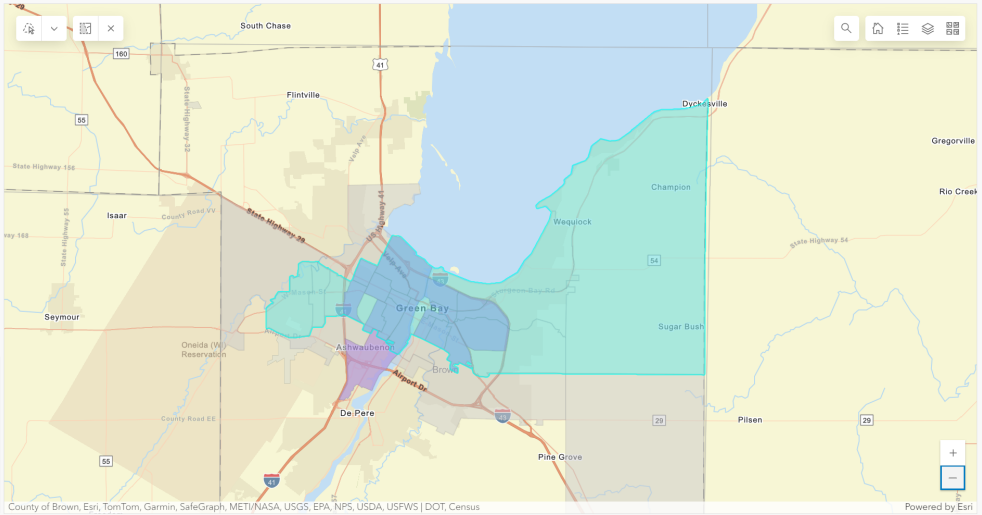
USDOT Equitable Transportation Community (ETC) Explorer

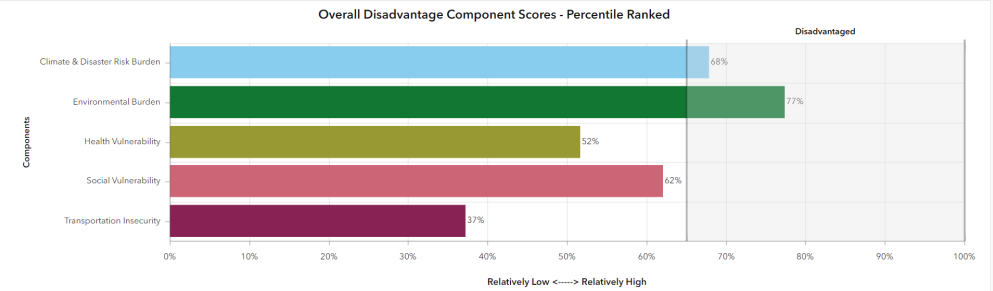
ETC Explorer - Homepage | ETC Explorer - National Results | ETC Explorer - State Results | ETC Explorer- Add Your Data (National and State Results) | Transportation Insecurity Analysis Tool | Understanding the Data

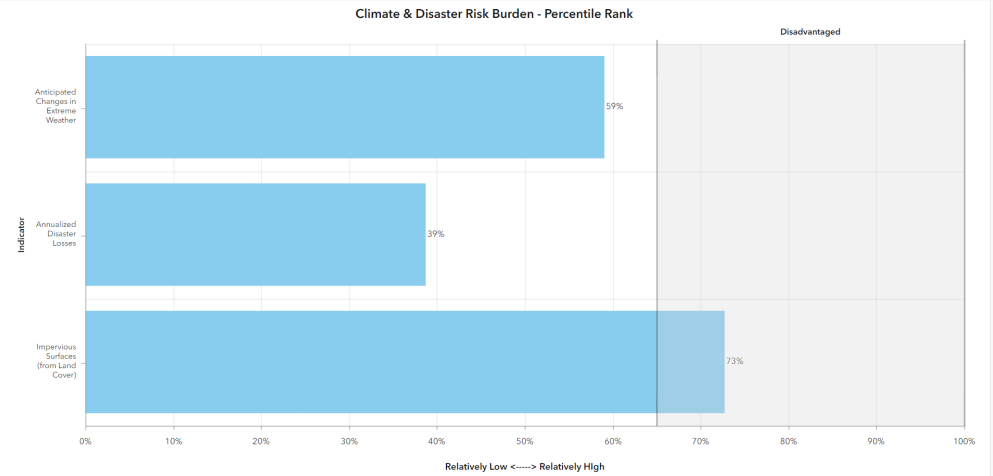
For Instructions:

Click on the arrow on the left side of the page for instructions on using the features in the tool.

State Selector: Wisconsin
County Selector: All Counties
Community Selector: Green Bay, City of (WI)
MPO Selector: All MPOs







Climate & Disaster | Environmental | Health Vulnerability | Social Vulnerability | Transportation Insecurity

Click on the tab above to change component category. Once selectors are used, click button to reset map ----->

Total Population Living in the Selected Project Area

111.9k

Total Population Living in Disadvantaged Census Tracts in the Selected Project Area

70.7k

% of Disadvantaged Census Tracts in the Selected Project Area

64%

- Component Scores are distinct from Indicator Scores. For more information please see - Understanding the Data.
- Index scores for Alaska, Hawaii and the territories are calculated separately due to unavailable data for certain indicators. The Explorer visualizes unavailable indicator data as '0' values.
- If viewing on a laptop and the dashboard does not display properly- right click on your desktop, select display options, and adjust the zoom to an appropriate resolution (usually 100%).

Eric Genrich and Troy Streckenbach

GREEN BAY MAYOR AND BROWN COUNTY EXECUTIVE

May 16, 2024

Subject: Coordination of Safety Action Plans Between Brown County and the City of Green Bay

Dear United States Department of Transportation Official,

We are pleased to announce a collaborative initiative between Brown County and the City of Green Bay aimed at enhancing road safety within our respective jurisdictions. Recognizing the critical importance of comprehensive and cohesive traffic safety measures, both entities are committed to the development and implementation of individual, but coordinated, Comprehensive Safety Action Plans (CSAPs).

In fiscal year 2022, Brown County was awarded a $200,000 grant to create a CSAP and identify low-cost, high-impact strategies that can improve safety throughout the county. We understand in 2024, an extension was requested for the county's award. The City of Green Bay is excited about the prospects of a county-wide safety action plan, however, after discussions with key stakeholders in the city, there was concurrence that a city specific CSAP was needed. There are numerous reasons for the city to pursue a city specific CSAP. These reasons include:

- Green Bay is the 3rd largest city in the state of Wisconsin,
- 40% of fatal and serious injury crashes in Brown County were in the City of Green Bay,
- a desire to perform numerous demonstration activities to inform the city's CSAP,
- an interest in addressing the specific, multimodal needs of the city, and
- the realization that **to accomplish the vision zero goals** of the city, a **more extensive study was necessary** to provide an informed path to vision zero.

This letter of support serves as acknowledgement that the city has communicated its interest in developing a city specific CSAP to Brown County and that both entities support this endeavor. Furthermore, both the county and the city will collaborate to keep each other informed of planned activities, strategies, and initiatives. Special attention will be given to avoiding overlapping efforts.

While Brown County and the City of Green Bay will develop separate plans, our efforts will be coordinated and will inform each other's plans. We believe that by working together, Brown County and the City of Green Bay can set a standard for regional cooperation in traffic safety planning.

We look forward to the successful realization of these plans and the lasting impact they will have on our communities. Thank you for your support and partnership in this critical endeavor.

Sincerely,

Eric Genrich
Mayor
City of Green Bay

Troy Streckenbach
County Executive
Brown County

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 05/16/2024

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Green Bay

* b. Employer/Taxpayer Identification Number (EIN/TIN): 39-6005458

* c. UEI: ZCUZDCHFP7C6

d. Address:

* Street1: 100 N. Jefferson Street
Street2:
* City: Green Bay
County/Parish:
* State: WI: Wisconsin
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 54301-5006

e. Organizational Unit:

Department Name: Planning Department

Division Name: Mayor's Office

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Stephanie
Middle Name:
* Last Name: Hummel
Suffix:

Title: Planner II AICP

Organizational Affiliation: City of Green Bay

* Telephone Number: 920-448-3424
Fax Number:

* Email: stephanie.hummel@greenbaywi.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Office of the Secretary of Transportation, U.S. DOT

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

DOT-SS4A-FY24-01

* Title:

USDOT FY24 Safe Streets and Roads for All Funding, Amendment
2024 Planning and Demonstration Grant Application
Notice of Funding Opportunity (NOFO), Assistance Listing #20.939

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Green Bay Comprehensive Safety Action Plan

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: WI-008

* b. Program/Project: WI-008

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 04/01/2025

* b. End Date: 12/31/2027

18. Estimated Funding ($):

* a. Federal	916,000.00
* b. Applicant	229,000.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	1,145,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name: Eric

Middle Name:

* Last Name: Genrich

Suffix:

* Title: Mayor

* Telephone Number: 920-448-3005

Fax Number:

* Email: eric.genrich@greenbaywi.gov

* Signature of Authorized Representative:

* Date Signed: 05/15/2024

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Safe Streets and Roads for All Discretionary Grant Opportunity	20.939	$	$	$ 916,000.00	$ 229,000.00	$ 1,145,000.00
2.						
3.						
4.						
5. Totals		$	$	$ 916,000.00	$ 229,000.00	$ 1,145,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1) Safe Streets and Roads for All Discretionary Grant Opportunity	(2)	(3)	(4)	Total (5)
a. Personnel	$ 42,188.00	$	$	$	$ 42,188.00
b. Fringe Benefits	14,062.00				14,062.00
c. Travel	0.00				0.00
d. Equipment	0.00				0.00
e. Supplies	202,500.00				202,500.00
f. Contractual	881,250.00				881,250.00
g. Construction	0.00				0.00
h. Other	5,000.00				5,000.00
i. Total Direct Charges (sum of 6a-6h)	1,145,000.00				$ 1,145,000.00
j. Indirect Charges	0.00				$ 0.00
k. TOTALS (sum of 6i and 6j)	$ 1,145,000.00	$	$	$	$ 1,145,000.00
7. Program Income	$	$	$	$	$

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. Safe Streets and Roads for All Discretionary Grant Opportunity	$ 229,000.00	$	$	$ 229,000.00
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	$ 229,000.00	$	$	$ 229,000.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$	$	$	$	$
14. Non-Federal	$				
15. TOTAL (sum of lines 13 and 14)	$	$	$	$	$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b)First	(c) Second	(d) Third	(e) Fourth
16.	$	$	$	$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	$	$	$	$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Green Bay	05/15/2024

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action:

- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:

- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:

- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

** Name* City of Green Bay

** Street 1* 100 N. Jefferson Street *Street 2*

** City* Green Bay *State* WI: Wisconsin *Zip* 54301-5006

Congressional District, if known: WI-008

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

U.S. Department of Transportation

7. * Federal Program Name/Description:

Safe Streets and Roads for All

CFDA Number, *if applicable:* 20.939

8. Federal Action Number, *if known:*

N/A

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix ** First Name* N/A *Middle Name*

** Last Name* N/A *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

b. Individual Performing Services (including address if different from No. 10a)

Prefix ** First Name* N/A *Middle Name*

** Last Name* N/A *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** *Prefix* ** First Name* Eric *Middle Name*

** Last Name* Genrich *Suffix*

Title: Mayor **Telephone No.:** 920-448-3005 **Date:** 05/15/2024

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # O.8

To approve a budget amendment resolution for unbudgeted overtime for special events.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Combined Resolution for 1.14.25 Finance Meeting

RESOLUTION AUTHORIZING
BUDGET AMENDMENT

January 21, 2025

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

Pursuant to the recommendation of the Finance Committee at its meeting of January 14, 2025, the following 2024 amendment of funds is hereby authorized:

	ACCOUNT		AMOUNT
Increase:	101300 50501	Police-Overtime	$25,532.06
Increase:	101300 46223	Police Overtime Reimbursement	$25,532.06

***This budget amendment is for 2024 unbudgeted overtime for staffing at the FBI and Internet Crimes Against Children Task Forces, unbudgeted special events such as Notre Dame Academy Football, HS Lunch Neighborhood Security-GB Schools, Hot Cider Hustle, St. John Paul II Virtue Walk, and Farmers Markets.*

Increase:	101400 50501	Fire-Overtime	$2,779.38
Increase:	101400 46223	Fire Overtime Reimbursement	$2,779.38

***This budget amendment is for 2024 unbudgeted overtime for staffing at events such as the Hot Cider Hustle, Turkey Trot and Brown County Fire Investigation Task Force.*

Increase:	101400 50501	Fire-Overtime	$22,055.00
Increase:	101400 43611	Fire-State Overtime Reimbursement	$22,055.00

***This budget amendment is for 2024 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # O.9

To refer to staff to explore feasibility of an additional line on the printed city tax bill for the Green Bay Area Public School District (GBAPS) to distinguish the voucher dollars over which they have no financial oversight, specifically what taxing jurisdiction is responsible for adding it to the bill and associated cost.

BACKGROUND

This communication was referred from the Protection & Policy Committee.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2024-11-11 Dist 7 to P and P

From: noreply@civicplus.com
To: Celestine Jeffreys; Eric Genrich; Amaad Rivera; Joseph Faulds; Craig Stevens
Subject: Online Form Submittal: Alders" Petitions and Communications
Date: Monday, November 11, 2024 12:06:32 PM

Alders' Petitions and Communications

Name	Alyssa Proffitt
Committee Name	Protection and Policy Committee
Text of Communication	To refer to staff 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.

Email not displaying correctly? View it in your browser.

Report to the
Parks Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # P.1

To approve the purchase of a Container Bar from the Hock Group using ARPA interest funding for a total cost of $119,500.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

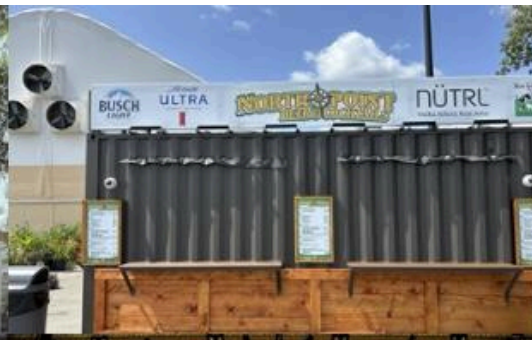
ATTACHMENTS

1. Hock Group Container Bar Proposal - GBPD V1
2. Single Source Form Parks 1-15-2025 Container Bar (003)

THE HOCK GROUP

Date: January 14, 2025
Submitted By: Dave Hock & Jason Manders

Container Bar - Project Proposal



Overview

The following proposal outlines the structure and equipment needed to successfully operate a beer garden (container bar) operation in a city park location. All equipment is designed to be portable and movable between locations both inside a single park, as well as to another park location. The container bar is also designed to be open and closed for operation by a single able bodied person. If all options offered below are selected, this would be a turnkey ready to operate total solution.

2 Level Custom Container Bar with stage on top

Specifications

- 20 foot long shipping container (external size- 20'long x 8'wide x 9.5'tall)
- 4 Large Serving Windows
- Second level deck with railings
    - cantilever about 18 inches larger on all sides
    - Rated for 4000 lbs
    - Stairwell access
- Powered actuators to open serving windows (no muscle required)
- Auto window controls
- LED lighting
- Steel supports, framing, fasteners
- Custom Fabrication
- Electrical infrastructure (single external plug powers entire structure)
- Exterior/Interior paint
- Exhaust Fan

Total Investment: $42,000

Additional Equipment for turnkey operation

ITEM	COST	QTY	TOTAL
2 story container bar described above	$42,000	1	$42,000
4 barrel used refrigerated draft coolers	$2,000	2	$4,000
2 door used stand up refrigerated package cooler	$2,000	1	$2,000
Camera security system and Internet install	$3,400	1	$3,400
POS system	$500	1	$500
Container bar outside signage and menus	$5,000	1	$5,000
20' New Storage Container- $6,500 (strongly recommend this)	$6,500	1	$6,500
Picnic tables w/benches (more seating = more revenue potential)	$1,500	24	$36,000
High top barrel tables	$400	10	$4,000
Stools	$50	50	$2,500
Beer barrels with 10' light post secured through middle	$300	14	$4,200
Pub area lighting	$600	2	$1,200
Heavy duty Corn Hole sets	$150	4	$600
Giant Jinga	$50	2	$100
Delivery & install (3 semitrucks, installation, setup facilitation)	$7500	1	$7500
Additional Equipment Total			**$77,500**
2 story container bar described above	$42,000	1	$42,000
Grand Total Investment			**$119,500**

Revenue Potential

Based on our experience operating beer gardens in other cities, we estimate the above investment could be paid off in about three years. This assumes the beer garden is in operation on a regular weekly schedule, incorporates special events/activation, and has an online presence. All things we are presently doing for other beer garden operations.

Site Preparation

The main container bar structure requires a 12 inch deep compacted level gravel pad (dimensions 21ft x 9ft). In addition, a single electrical outlet rated for 50amps (RV plug style) mounted on a pedestal is needed in proximity to the gravel pad. As a temporary option, a portable generator can be used that meets the same electrical requirements. More details and site layout can be provided as install and site prep gets closer.

Delivery

With a formal agreement in place by Jan 28th 2025, the Hock Group is able to commit to a delivery of all items above in time for the NFL draft week events. We will target an April 9th 2025 delivery date to allow enough time for install and commissioning of the beer garden operation well before the NFL draft week. If another date is requested due to scheduling conflicts we are open to discussing.

The Hock Group will be onsite to receive the delivery (expected three semi-trucks), oversee off loading and setup, and commission the equipment. The Green Bay Parks Dept will be responsible for all heavy equipment needed (forklift).

Payment Terms

Upon approval of this document, The Hock Group requires 50% down within 10 days of signing to start fabrication and procurement of items. The remaining 50% is due upon delivery. If other payment terms are necessary please let us know.

I _____ representing the Green Bay Parks Department, approves this proposal for contracting and execution.

NAME: _____ Title:_____

DATE: _____

SIGNATURE:_____

City of Green Bay, Wisconsin

REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : **Purchasing Division/Administrative Services** **DATE**: 1-14-2025

FROM: Department/Division: Parks, Recreation & Forestry Department **REQUISITION #**

List "No Substitute" Item(s) here: All-inclusive 2 Story Container Bar with upper platform, refrigeration coolers, security camera, signage, 20' storage container, picnic tables with benches, high top barrel tables, stools, lighting, Corn Hole and giant Jenga game.

Select One:

[X] 1) One Time Purchase Estimated Cost: $ 119,500.00

[ ] 2) Annual Commodity purchase: Estimated annual cost: $

[ ] 3) Item may be purchased again: Indicate term: Estimated Annual Cost: $

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

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)
Check appropriate justification(s). Provide DETAILED explanation(s) below.

[ ] 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.

[X] 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.

[ ] 3. Item(s) is (are) only acceptable replacement part(s) known for_____(Identify)

[ ] 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)

[ ] 5. Safety:

[ ] 6. Other:

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

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

PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):
We are proposing to purchase a container bar and all accessories from the Hock Group for a total cost of $119,500. This bar will be placed at Leicht Memorial Park in 2025. In 2026 it will be moved to the Shipyard as its permanent location. Although there are other vendors that supply similar products, this is the only product we found that matches the shipping container style desired for the architectural theme of the Shipyard. This company also provides not only the container bar itself, but all amenities needed to make this a fully turnkey functional beer garden. This company will be able to deliver this unit prior to the NFL Draft so that we can use it to generate revenues for all City sponsored draft events at Leicht Park. This is the only vendor capable of meeting time requirements offering a complete package. This is the same vendor the City of Milwaukee has used for their 12 units currently in use.

Approvals:

Department Head: Daniel Ditscheit Date: 1-15-2025

Purchasing Manager: Thomas J. Walenski Date: 1-15-2025

Report to the
Parks Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # P.2

To approve hiring ISG to complete engineering bid documents for the alternate proposed revisions to the shelter/site and stage design at Leicht Memorial Park for a total cost of $505,000.

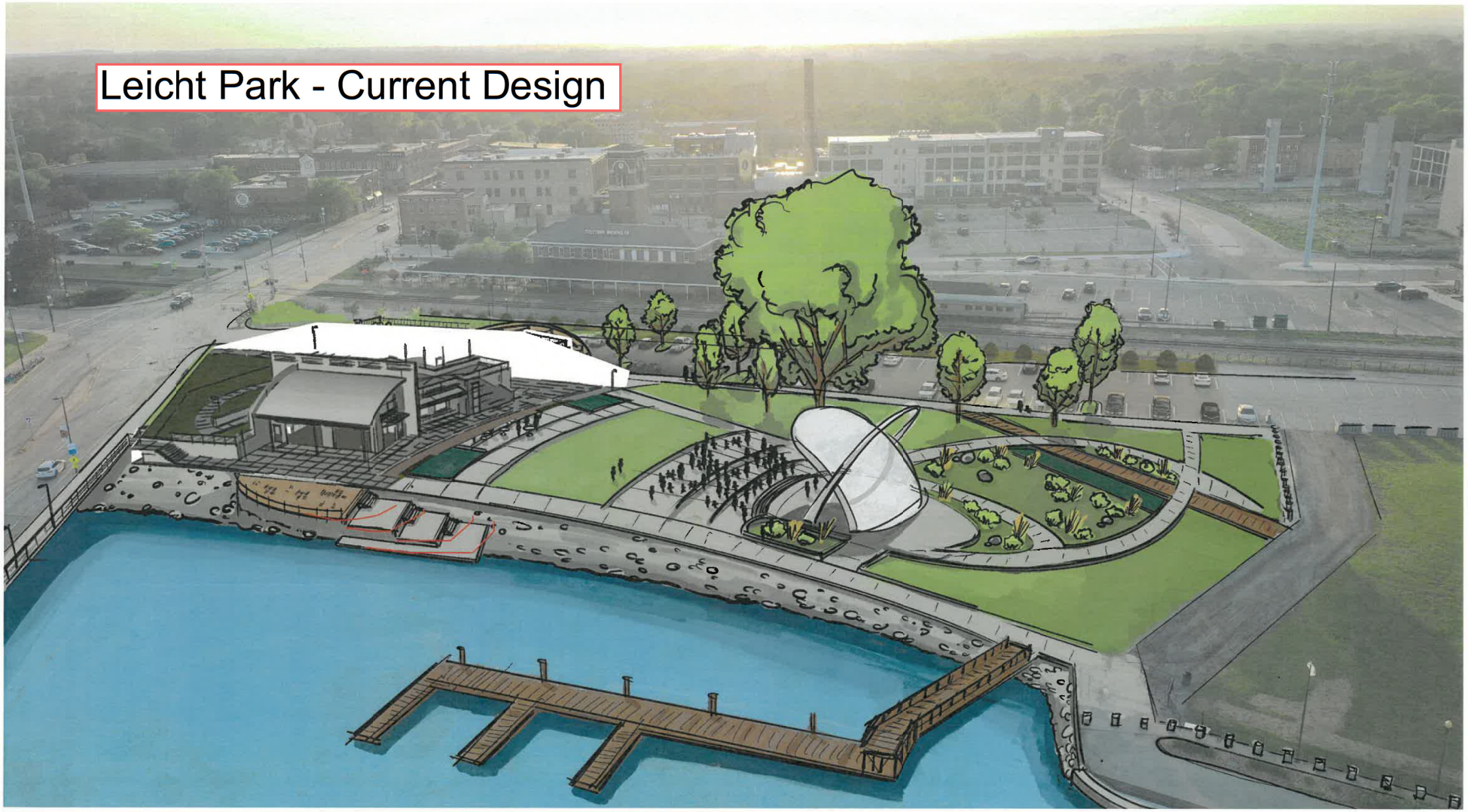
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Leicht Original Design A
2. Leicht Revised Design Rendering A
3. DRAFT_2025_01-14_LeichtParkImprovements_GreenBayWI_ISG

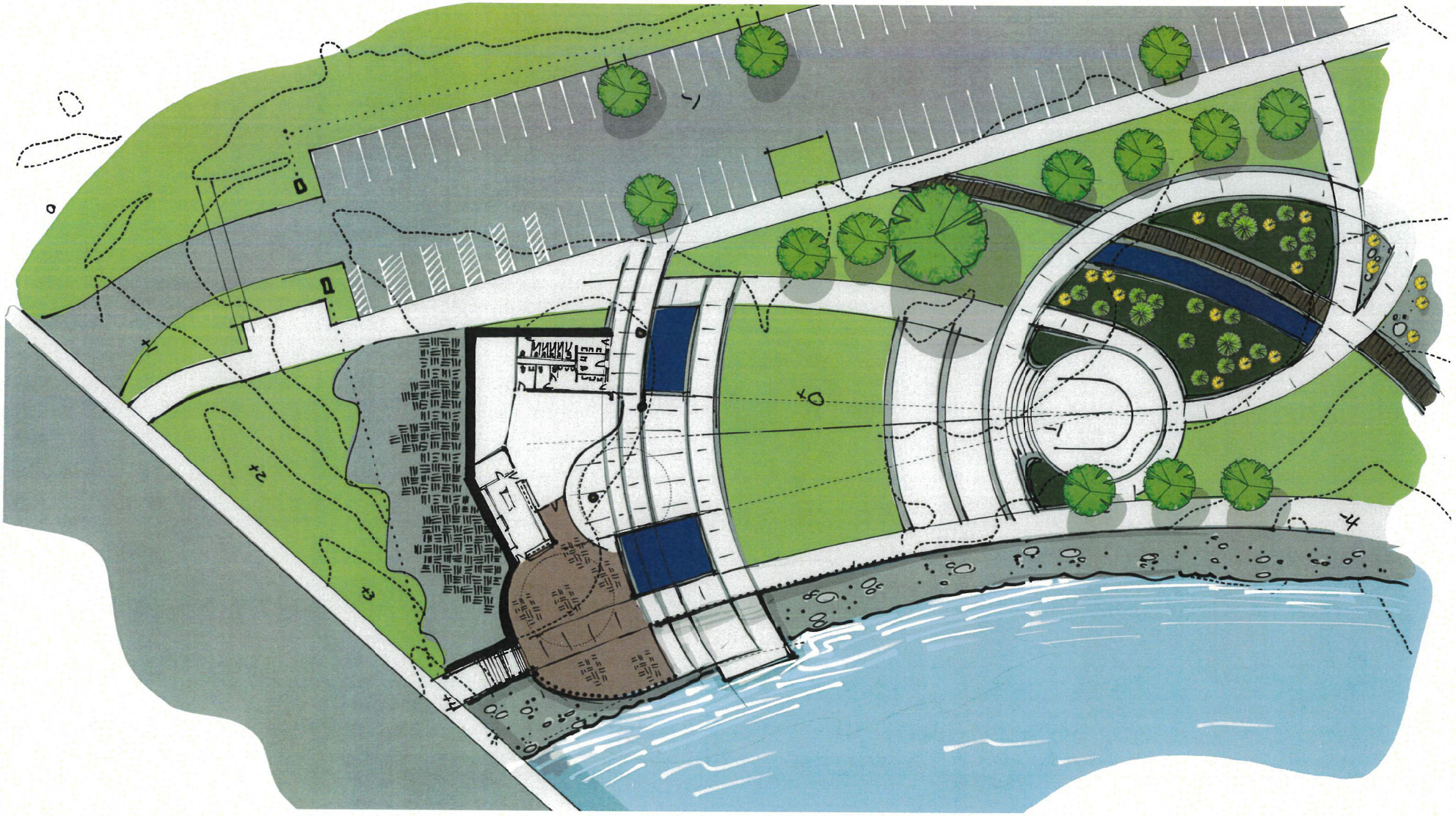


3D CONCEPT SKETCH

Leicht Park - Alternate Proposed Shelter/Site/Stage Design

3D CONCEPT SKETCH

Leicht Park - Alternate Proposed Shelter/Site/Stage Design



LOWER LEVEL SITE PLAN

ISG Architecture + Engineering + Environmental + Planning

LEICHT MEMORIAL PARK PAVILLION
Green Bay, WI - January 8, 2025

ISGInc.com

January 14, 2025

Dan Ditscheit, PLA
Director - Parks, Recreation, and Forestry

City of Green Bay
dan.ditscheit@greenbaywi.gov

DRAFT
01/14/25 4:13 pm

RE: Professional Services Proposal for Leicht Park Construction Documents
Green Bay, Wisconsin

ISG

Dan,

As the City of Green Bay prepares to continue improvements to Leicht Park in Green Bay, I & S Group, Inc. (ISG) stands eager and ready to assist. ISG understands the park improvements will include three (3) phases. Phase 1 and 2 would be designed and constructed in the near term. The opinion of probable cost for Phase 1 and 2 is $3.6 million. All of the engineering and bid documents for Phase 3 will be completed, but will not be bid out until adequate funding is secured for construction. We further understand the schedule for the project is of critical importance to the City with the following drivers and expectations:

- The City accepts the January 8, 2025 pavilion concept.
- Phase 2 facilities and amenities must be 100% completed and operational by Fall 2026 to support an event.
- Construction cannot start until after the 2025 NFL draft, which is set to take place April 24–26, 2025.
- Poor soil conditions on site requires fill placed and sit for six (6) months (April 27–October 27, 2025) prior to any other construction activity occurring.
- Phase 2 construction is to begin immediately once the six (6) month duration has been achieved.
- Technology is not planned as part of this project, and it is our understanding the building will not have security cameras. ISG can add technology design services if these features are desired.
- Entry gateway and monument sign design are not planned as part of this project. It is our understanding that the City will request additional services if these features are desired.
- Waterfront stairs were an additional scope item to the 2021 project and were planned as a future phase. We understand there is a donor interested in supporting this feature, and waterfront stairs are part of the current vision. Additional bathymetric survey, no rise floodway modeling, Army Corp permitting, and structural design are required for this component. ISG recommends considering this component only through design development to ensure the permitting requirements do not impact the priority improvements (pavilion and surrounding site improvements). Therefore, the construction documents, engineering, and the additional permitting is not included in our scope. However, if this feature is funded, ISG will provide a proposal for engineering bid documents for the stairs in bid set 3. It will be determined at the end of design development if the waterfront stairs engineering and permitting is moving forward.

PROJECT UNDERSTANDING

Building upon the conceptual pavilion effort ISG is completing now, we understand the following list of amenities are to be included in the scope of work:

Phase 1

Soil Surcharging

Existing soil contamination on site requires a soils management plan and permitting through the Wisconsin Department of Natural Resources (WDNR). This plan and permitting will be provided by the City's geotechnical consultant (GEI Consultants).

ISG will coordinate removal of existing park amenities as needed for mass grading of surcharge site to support future design. We will develop mass grading plans to place soil surcharge.

Phase 2

Park Pavilion

See attached concept plan approved by the City on January 8, 2025.

- A conditioned, approximately 3,400-square-foot concession building and pavilion
- Five (5) male, seven (7) female restroom, and two (2) family restroom
- An overlook deck extending over the pavilion

General Site Improvements

- Removal of remaining existing park amenities in the Phase 2 area
- Pavilion area plaza and beer garden
- Accessible parking
- Phase 2 area site utilities
- Urban stormwater management design for the Phase 2 area
- Accessible walkway to the overlook deck
- Detailed planting plan for Phase 2 area and restoration plan for Phase 3 area
- Green roof design, irrigation, and maintenance plan

Phase 3

Stage

The stage design contract underway will be closed out, and this new scope of work and new contract will complete that design from the current 95% construction document phase.

General Site Improvements

This new scope of work and new contract will complete the current site design from the current 70% construction document phase to 100% construction documents.

If the waterfront stairs move beyond design development, that feature would reside in this phase. See Page 1, drivers and expectations, for more clarity.

SCOPE OF SERVICES

ISG is committed to delivering excellence through the collective expertise of our multi-disciplinary team. With this collaborative approach, we will provide the following scope of services to meet your project needs.

Design Development

ISG will facilitate a kickoff meeting with the City to determine project logistics, confirm the scope of work, establish the schedule and milestones, and identify the preferred communication methods moving forward. This initial meeting will be highly collaborative to ensure ISG and City are aligned regarding the project tasks, goals, and deliverables.

Utilizing the preferred site and building plan, approved by the City on January 8, 2025, ISG will further develop the design. During this process, ISG will work closely with the City to make appropriate design, layout, and material selections. The overall design will be further refined, and ongoing constructibility reviews will be conducted throughout this phase. Constructibility, City standards, and preferred design principles will be integrated during this phase of design. These documents will be the basis for subsequent construction documents.

Design of the water stairs will be explored further in this phase to refine scale of the feature, position along the shore, and to review budgetary considerations. See Page 1 drivers and exceptions list for more clarity.

Deliverables

- One (1) kickoff meeting with City staff
- One (1) design development package and City review meeting
- One (1) design development opinion of probable cost
- Proposal for water stair bathymetric survey, permitting, and construction documents

Construction Documents

It is anticipated the documents will be split into three (3) bid packages. This phase will also produce final construction documents for construction of the proposed improvements.

Soil Management Plan (By GEI Consultants)

ISG understands that a soil management plan will be required to address the contaminated soils on site for each phase of construction. The soil management plan, including amendments as needed for phasing, will be prepared by GEI Consultants along with the required review and permitting through the WDNR. ISG is expecting GEI Consultants to submit the WDNR Post Closure Modification Request.

ISG will provide GEI Consultants with the construction plans and CAD drawing such that GEI Consultants can then prepare the plan and complete permitting. ISG can provide additional coordination and design information as requested by the Owner or GEI Consultants on a time and materials basis.

ISG Deliverables to GEI

- Preliminary plan review meeting with GEI
- Design development and final construction plans in PDF and CAD formats
- Other coordination and design information on time and material basis

Soil Surcharging (Bid Pack 1)

ISG will provide the professional design services necessary to prepare construction documents as required for obtaining competitive bids for placing a surcharge on the existing soils in preparation for the pavilion construction. Plans will include the following information:

- Site removals plans
- Mass grading plan
- Erosion control plan
- Notes, details, and specifications

Pavilion and Site (Bid Pack 2)

ISG will provide the professional design services necessary to prepare construction documents as required for obtaining competitive bids for the improvements outlined within this proposal. The construction documents will include a cover sheet, existing conditions and removals plan, site details, erosion control plan, site plan, grading and drainage plans, utility plans, landscape and restoration plan, and site power and lighting plans.

For the park pavilion, our team will develop plans, elevations, sections, details, schedules, and specifications for the following disciplines:

- Architecture
- Structural engineering
- Mechanical engineering
- Electrical engineering

The construction documents will be paired with a complete specification manual to supplement the drawings and updated cost estimates will be provided at each milestone outlined in the deliverables section below.

Stage and Site (Bid Pack 3)

ISG will provide the professional design services necessary to prepare construction documents as required for obtaining competitive bids for the improvements outlined within this proposal. The construction documents will include a cover sheet, existing conditions and removals plan, site details, erosion control plan and stormwater management plan, site plan, grading and drainage plans, utility plans, landscape and restoration plan, and site lighting and power plans. The construction documents will be paired with a complete specification manual to supplement the drawings.

Deliverables (All Bid Packages)

- Bi-weekly check-in meetings will be held with the client team (City and select stakeholders; ideally a group of up to three [3] decision makers) to ensure mutual understanding and consensus throughout the design process
- An opinion of probable costs to construct that reflect the total project costs, including soft costs and contingencies
- Facilitation of up to one (1) meeting for each milestone, including a 60% plan set, 90% plan set, and 100% plan set to review the construction documents with City staff
- Facilitation of preliminary reviews with jurisdictional entities
- Final construction documents for City approval to bid
- Meeting minute summaries
- Deliverables for Phase 1, Phase 2, and Phase 3 construction documents in PDF digital format

Permitting+ Plan Review (Phase 1 + Phase 2)

ISG will provide a development services coordinator to streamline coordination and navigation of the required permitting and approvals process. Initially, ISG will update the prior permit matrix outlining the applicable permits and approvals based on the project scope.

Based on our past effort, this proposal anticipates the following permits, plan reviews, and meetings will be required:

- WDNR Post Closure Modification Request (by GEI Consultants)
- City Site Plan Review
- WDNR General Pond Permit for Stormwater Ponds
- WDNR General Construction Stormwater Permit
- Green Bay Building Plan Review
- Green Bay Plumbing Plan Review
- WI DATCP Food and Beverage Establishment Plan Review

ISG will prepare and submit permit application materials, project narratives, and other supplemental information that may be required. ISG will provide correspondence and representation on the City's behalf throughout the process. Attendance during meetings can also be provided on a time and materials (T+M) basis if requested by the City.

Contractor(s) will be responsible for obtaining and maintaining all construction-related permits, including the demolition permit to remove the existing stage, and the City will be responsible for all permit application costs.

Bidding Administration

ISG will provide the professional design services necessary to prepare the bidding documents for Phase 1 and 2 of the project, including plans and specifications using the preferred City bidding platform, QuestCDN. For the purposes of this proposal, ISG assumes the project will be bid digitally through Quest CDN and will also have a public bid notice posted with the local newspaper.

Deliverables

- One (1) bidding package (PDF) for Phase 1 and 2
- One (1) advertisement for bid in the City paper (PDF)
- Assistance to City and PRF staff with regard to bidder questions and issuing of any addendum during the construction contract bidding phase for Phases 1 and 2
- Phase 3 bidding administration is not included in this proposal; A fee proposal will be submitted for consideration at the time the project is bid out

Construction Administration

ISG will provide construction administration services for Phases 1 and 2 of the project. Construction administration for Phase 3 is not included in this proposal. A fee proposal will be submitted for consideration at the time this project is bid out.

Pre-Construction

- Support one (1) pre-construction meeting facilitated by the City for each Phase 1 and 2

Shop Drawing, Product, and Material Review and Approvals

- Provide shop drawing review
- Conduct one (1) review on all shop drawings and a second review on no more that 10% of the submitted drawings (150 shop drawings submittals are anticipated)
- Approve color selections in conjunction with the City
- Consult with the City when necessary for selection choices not defined in the specifications
- Review mockups on site when required, which will be scheduled in conjunction with scheduled site visits

Construction Observation

- Attendance of bi-weekly construction meetings led by Contractor; ISG is assuming 38 regularly scheduled site visits, includes three (3) site visits for Phase 1
- Review of work in conformance with the construction documents

Special Inspections + Testing

- ISG assumes the City's geotechnical consultant (GEI Consultants) will be retained by the City for this work during construction
- Review special inspection and testing reports provided by a third-party inspector

Information + Change Requests

- Respond to contractor request for information (RFI)
- Prepare proposal requests (PRs) or supplemental instructions (SIs) for the project as anticipated or defined under the original work scope; additional work scope items requested by the City are subject to additional fees
- Review contractor pricing (Request for Change) and provide recommendations to the City

Pay-Applications + Schedule

- Review and approve up to 12 pay applications
- Monitor contractor's schedule, review, and provide recommendations for contractor's claim for additional time

Project Closeout

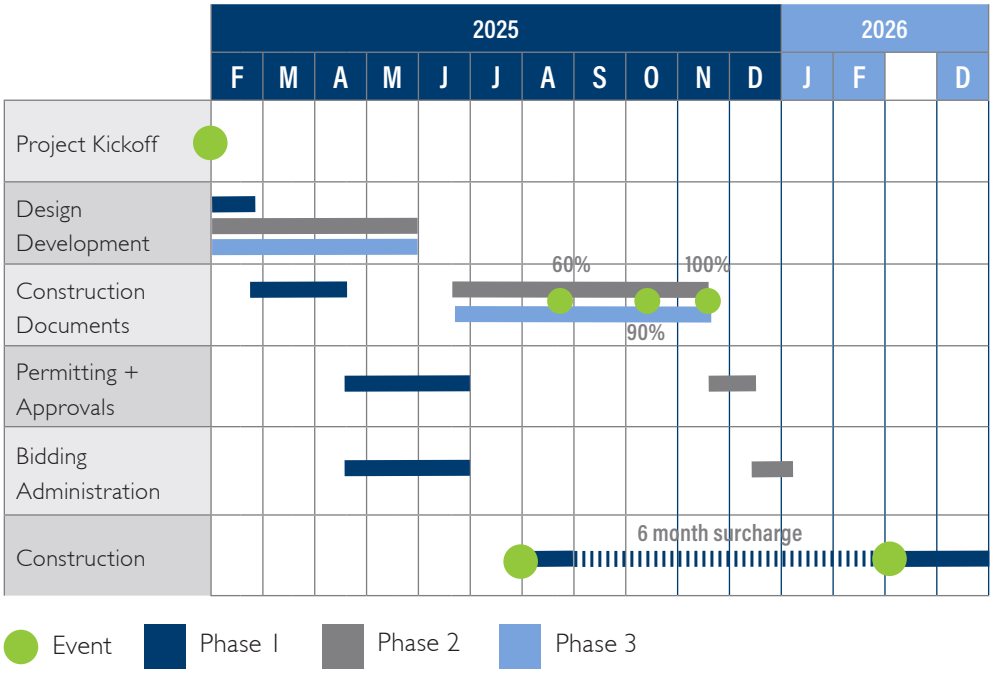
- Execute substantial completion by participating in the site visit punchlist walkthrough and providing the Contractor a list of items requiring completion and correction; It is assumed that the punchlist for all trades will occur on the same day
- Execute final completion by reviewing the completion of all punchlist items and providing the Certificate of Substantial Completion authorizing the City to occupy the site
- Review contractor supplied closeout documents for content and completeness, including:
  - Warranties
  - Owner manuals
  - As built plans
- Facilitate sharing contractor-provided documents to the City in digital format and as hard copies

Deliverables

- One (1) electronic AutoCAD zip file

PRELIMINARY SCHEDULE

ISG offers this preliminary schedule, based on the assumption that the project will start in early February 2025. Prior to project commencement, we will refine and verify the project schedule with the City.



COMPENSATION

ISG proposes to provide the scope of work described within this proposal for compensation in accordance to the below table. Anticipated reimbursable expenses such as travel, mileage, and printing are included.

Service	Cost
Design Development	$148,590
Construction Documents	$198,948
Permitting + Approvals	$11,900
Bidding Administration	$15,062
Construction Administration	$130,500 T+M, estimated
Total	**$505,000**

Additional Service	Cost
Attendance at Permitting + Approvals Meetings as Requested by City	Time + Materials
Additional Meetings	See Attached Hourly Fee
3D Rendered Perspective	$5,000/Rendering

ISG appreciates the opportunity to provide a solution tailored to the needs of the City of Green Bay. Should this proposal align with the City's requirements, ISG recommends and is prepared to develop an AIA contract due to the project's complexity. We are committed to providing you with responsive service, a collaborative experience, and timely delivery.

Sincerely,

Danyelle Pierquet, PLA
Green Bay Office Lead

Amanda Prosser, PLA
Vice President

ATTACHMENTS

- 2025 Standard Rate Sheet
- 2022-2024 Park Site Plan with Phases
- Current Pavilion Concept

2025 Standard Hourly Rates

Rates are effective as of January 1, 2025 and are subject to change.

ISG

Job Type	Hourly Rate
Administrative *I-IV*	$80–150
Applied Technology Specialist *I-Senior*	$110–170
Architect *I-Senior*	$130–235
Architectural Designer *I-Senior*	$120–180
Business Developer *I-Senior*	$150–230
Business Writer *I-Senior*	$120–140
Civil Engineer *I-Senior*	$150–235
Civil Designer *I-Senior*	$120–180
Commissioning Technician *I-Senior*	$130–190
Construction Administrator *I-Senior*	$120–170
Development Services Coordinator *I-Senior*	$130–200
Drone Specialist *I-Senior*	$120–170
Electrical Controls Designer *I-Senior*	$210–220
Electrical Engineer *I-Senior*	$160–250
Electrical Designer *I-Senior*	$130–190
Environmental Scientist/Engineer *I-Senior*	$130–215
Finance Consultant *Senior*	$200
General Counsel	$370
GIS Specialist *I-Senior*	$130–205
Graphic Designer *I-Senior*	$110–130
IT Specialist *I-Senior*	$130–200
Interior Designer *I-Senior*	$130–195

Job Type	Hourly Rate
Land Surveyor *I-Senior*	$120–205
Land Survey Specialist *I-Senior*	$105–150
Landscape Architect *I-Senior*	$140–215
Landscape Designer *I-Senior*	$120–170
Marketing Consultant *Senior*	$200
Marketing Specialist *I-Senior*	$130–150
Mechanical Designer *I-Senior*	$130–190
Planner *I-Senior*	$130–210
Process Engineer *Senior*	$230
Project Coordinator *I-IV*	$130–180
Project Executive *Senior*	$290
Project Manager *I-Senior*	$140–230
Refrigeration Engineer *I-Senior*	$180–285
Refrigeration Designer *I-Senior*	$140–205
Structural Engineer *I-Senior*	$150–240
Structural Designer *I-Senior*	$120–185
Technical Writer *I-Senior*	$150–170
Technology Engineer *I-Senior*	$140–220
Technology Designer *I-Senior*	$120–210
Telecommunications Engineer *I-Senior*	$160–240
Telecommunications Designer *I-Senior*	$95–150
Telecommunications Field Designer *I-IV*	$115–145

Job Type	Hourly Rate
Telecommunications Project Manager *I-Senior*	$140–230
Visualization Specialist *I-Senior*	$170–220
Videographer	$155
Water/Wastewater Engineer *I-Senior*	$160–250
Water/Wastewater Designer *I-Senior*	$130–190
Water/Wastewater Project Manager *I-Senior*	$140–240
Water/Wastewater Operator *I-IV*	$115–130

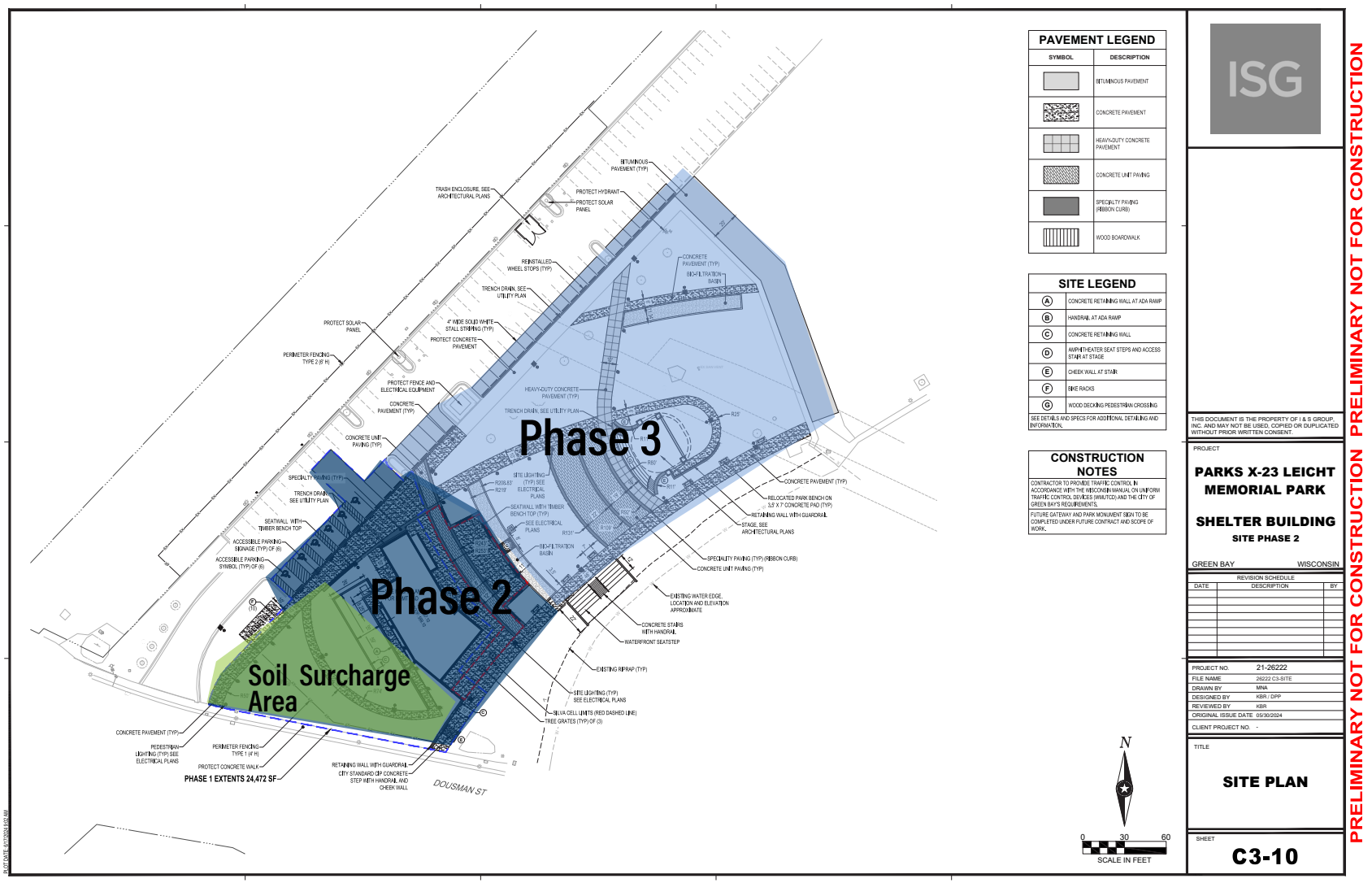
Equipment	Hourly Rate
Survey Grade GPS/Robotics	$62
Mapping Grade GPS	$22
3D Laser Scanner	$80
Manhole Scanner	$75
Mobile Scanner**	Varies
R/C Boat + Sounding Equipment	$58
Surveillance Drone	$60
Photogrammetry Drone	$150
Thermal Imaging Drone	$193
LiDAR Drone**	Varies
All-Terrain Vehicle	$30
Traffic Counter	$15
Pipe Crawler**	Varies

Mileage reimbursement is at the IRS standard rate.

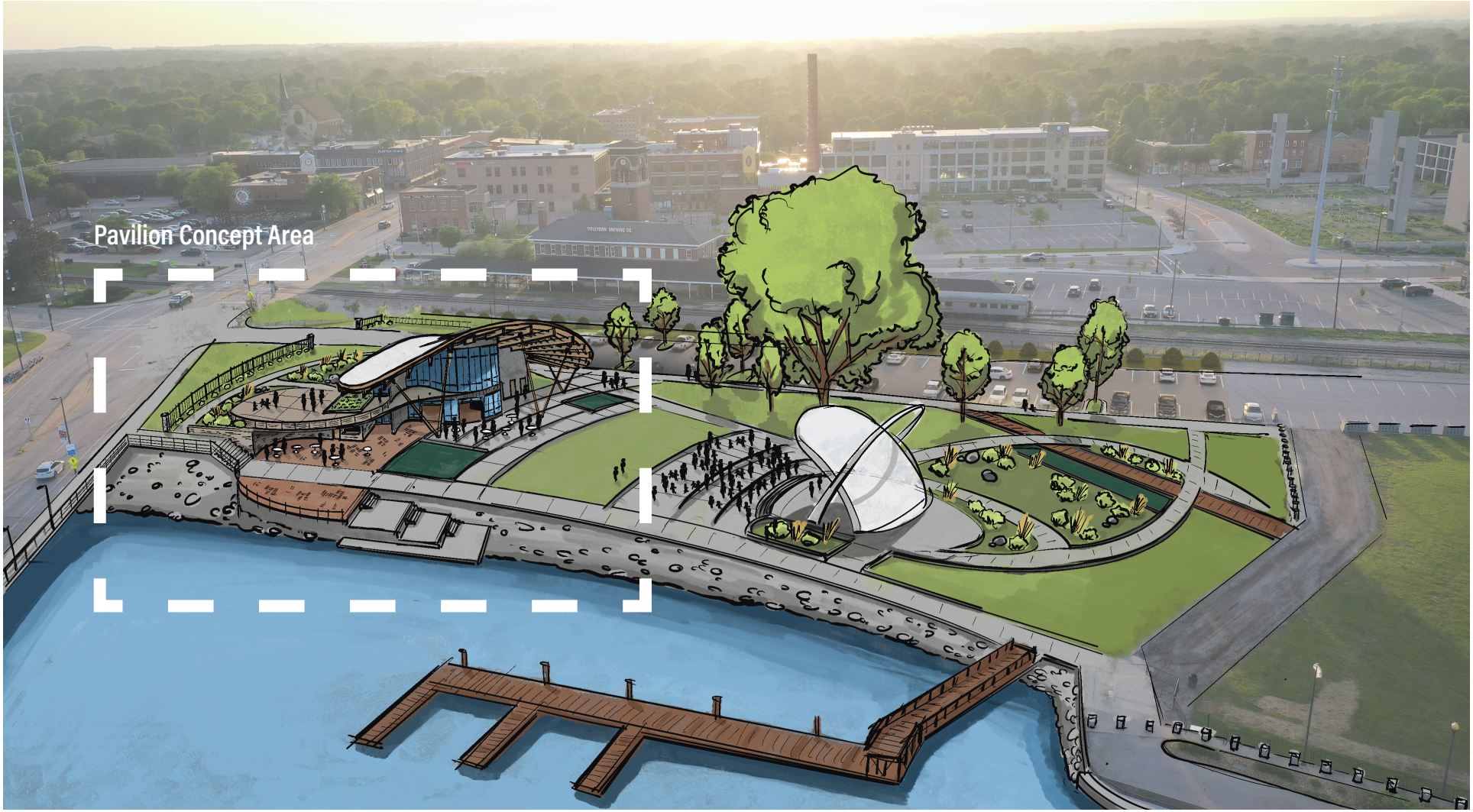
Outside services are billed at cost plus 10%.

**Project-specific rates—call for pricing

Attachment: 2022-2024 Park Site Plan / Phasing Diagram



Attachment: Current Pavilion Concept



Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # Q.1

To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.
a. Account Clerk II
b. Truck Driver
c. Administrative Clerk
d. City Sealer
e. Public Arts Coordinator

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Personnel Committee Request to Fill Memo
2. Account Clerk II - P.Cook 01.03.25
3. Truck Driver (San.) - B. Kreuser 01.02.25
4. Administrative Clerk (Clerks) - C. Williams 12.13.24
5. City Sealer request to fill
6. Public Arts Coordinator 20250109

MEMORANDUM

Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: January 14, 2025

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2025 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Account Clerk II – Replacement position due to the retirement of Paulette Cook effective January 3, 2025. This position is budgeted at $25.43 to $29.06 per hour (Pay Grade F).
- Truck Driver – Replacement position due to the retirement of Bart Kreuser effective January 2, 2025. This position is budgeted at $25.43 to $29.06 per hour (Pay Grade F).
- Administrative Clerk – Replacement position due to the resignation of Chanelle Williams effective December 13, 2024. This position is budgeted at $22.64 to $25.15 per hour (Pay Grade D).
- City Sealer – Replacement position due to the resignation of Jason Stubble effective January 10, 2025. This position is budgeted at $30.01 to $35.30 per hour (Pay Grade H).
- Public Arts Coordinator – Replacement position due to the resignation of Laura Schley effective January 3, 2025. This position is budgeted at $27.36 to $32.18 per hour (Pay Grade G).

Position Fill Request
Justification Report
December 12, 2024

Position Title: Account Clerk II (Public Works)

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

   _X_____ Replacement Position _____ Not a Replacement Position

   This position will be vacant as result of the retirement of Paulette Cook effective at the end of the work day on January 3, 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 included in the budget. The current wage range is $25.43 - $29.06 per hour (Pay Grade F).

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

   A. Performs receptionist work and/or counter duties of moderate difficulty answering inquiries of walk-in individuals or phone calls, which involves assisting them with completion of forms, accepting payments, answering inquiries and explaining department and City procedures, or referring inquiries to the proper official or department.

   B. Enters daily payments, citations and makes adjustments for overpayments. Issue refunds, track the status of multiple ticket customers, opens and maintains accounts for monthly parking customers, processes fees, and issues passes. Maintains utility usage reports for parking facilities.

   C. Performs data entry, prepares regular reports, spreadsheets and invoices. Prepares correspondence, reports, memos, permits, statements, forms from handwritten drafts or oral instruction, which may involve some judgment regarding the information included and format used. Prepares breakdowns of invoices and calculates and invoices customers as needed. Performs general record keeping and filing. Handles routine work assignments independently.

   D. Maintains daily electronic gating system at ramps and reports problems.

   E. Initiates collection of non-sufficient funds and unpaid parking citations; maintains and updates records.

   F. Assigns registered vehicle owner information to parking citations.

   G. Enters license plate notifications for suspension and completes license plate satisfactions.

   H. Assists other clerical staff with assignments of moderate difficulty. Performs assigned

functions of Account Clerk III in their absence. Researches information from various sources and combines data for typing or for presentation to inquiries, enters data into or searches for information on a computer terminal.

I. Performs other duties as assigned.

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

Clerical staff is responsible for accepting payment and/or preparing invoices for parking citations and monthly parking stall rentals, as well as collection for unpaid parking citations.

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

A second Account Clerk II position was created in 2022 to assist the existing Account Clerks in assigned duties that were either not being performed or not being completed in a timely and efficient manner due to workload and understaffing.

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

The position is currently filled.

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

Understaffing Parking Division will remove the focus from collection efforts for unpaid parking citations and revenue collected from entering timely information for each citation, registered owner, license plate suspension, etc. and return staff to not performing certain job duties at all and other duties being done less timely and efficiently.

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

N/A

9. Are there union issues?

No.

10. Other supporting comments.

Position Fill Request
Justification Report
December 17, 2024

Position Title: Truck Driver – DPW Operations Division/Sanitation Section

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

   _X_____ Replacement Position _____ Not a Replacement Position

   This position will be vacant as a result of the retirement of Bart Kreuser effective at the end of the regular workday 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 operating budget. The current wage range is $25.43 - $29.06 per hour (Pay Grade F).

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

   Sanitation Section Truck Drivers perform duties including but not limited to driving trash, recycling, brush route, and bulk waste collection trucks, operating various pieces of equipment, plowing snow, daily equipment maintenance, and other assignments necessary for DPW to perform core functions

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

   This position can generate revenue for the City, depending on the price of recyclable materials and if fees are charged for services rendered. More importantly, the use of in-house labor and equipment reduces the need to contract services that are currently provided by DPW employees. In addition, solid waste must be collected to help maintain public health in Green Bay.

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

   Loss of a Sanitation Section Truck Driver represents a reduction in DPW's ability to provide core services in a timely manner, including trash and recycling collection, brush collection, snow plowing, curbside yard and garden waste collection, etc.

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

   Duties associated with any vacant DPW position are assigned to other Operations Division employees. When there is a lack of personnel to perform core DPW functions, assignments are prioritized. Unstaffed assignments end up being postponed or not completed. Tasks can be contracted to vendors. But that alternative typically costs the City more than performing it in-house.

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

   DPW *cannot* reduce or eliminate core services. A reduction in DPW staff will result in a reduced level of service to residents and increase the amount of time required to complete those services.

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

Reducing the level of services provided to City residents, working overtime to maintain the expected level of service, or outsourcing of services.

9. Are there union issues?

No

10. Other supporting comments.

None

Position Fill Request
Justification Report
December 19, 2024

Position Title: **Administrative Clerk (Clerk's Office)**

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 following the resignation of Chanelle Williams, effective 12/13/2024.

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

   Yes, the position budgeted in 2024. The wage range is $22.64 - $25.15 per hour (Pay Grade D).

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

- Serves as first receptionist and cashier. Answers phone, explains department policies and procedures to the general public, responds to questions regarding all facets of Clerk, Treasurer, and general City business, and performs general receipting.
- Assists in election process by entering new voter registrations and voter changes. Takes absentee votes over counter. Records voter history, assists in mailing of absentee ballots, and assists in preparation of ballot boxes for polling places.
- Receives and enters applications for licenses, verifies information, sells and issues various licenses, permits and passes, and posts payments. Maintains various license renewals and issues notices accordingly. Performs data entry. Prepares reports and maintains related files and records.
- Searches parcels and issues letters of specials, calculates assessment payoffs. Maintains various indexes.
- Distributes runs weekly accounts payable checks.
- Provides general office assistance in the City Clerk's Office.
- Performs other duties as assigned.

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

   Yes. This position is directly responsible for $45,000 in revenue, and assists in collecting $46,875 in revenue.

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

Our office is adequately staffed at 5—with all working elections. However, we will need this position to receipt, daily, the dozens of checks and payments coming into our office. We will

also need this position to create special assessment letters for title companies and manage various licensing programs, including operators (bartenders).

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

Other staff members will be responsible for depositing checks, creating special assessment letters, and managing the operator license program. As we progress through 2024, we will fall behind in these duties.

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

As stated above, title companies will not receive their special assessment letters as quickly and payment receipts may need to be handled by another department. Elections are a top priority for our office.

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

Financial duties will have to be assumed by another department. This work does not seem appropriate for a temporary worker.

9. Are there union issues?

No.

10. Other supporting comments.

None.

Position Fill Request
Justification Report
January 8, 2025

Position Title: City Sealer

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

   Jason Stubble resigned from his position, effective January 10, 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 included in the current budget. Note Weights & Measures has its one budget for those costs only for that program. The wage rate is $30.01 – $35.30/hour.

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

   The City Sealer is responsible for the education and enforcement of municipal code to ensure consumer protection and safety for all items related to Weight, Count or Measure. They follow up on complaints from the community regarding those issues. They are required to explain and interpret code provisions and service the multiple intergovernmental contracts for Weights & Measures services in Bellevue, Howard, Allouez & Oneida.

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

   Yes, this work generates approximately $150,000 of revenue and is 100% self funded and self-sufficient in terms of this revenue and expenses.

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

   Inspection time will be delayed by 100%. There are no other staff that are cross trained at this time to complete these duties and tasks.

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

   Inspection Supervisor would have to fill in.

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

   The City would not be capable of providing efficient Weights and Measures inspections which would put at risk the consumer protection elements this program provides for the community. It will also reduce the level of customer service.

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

There are none. Current staff is already beyond capacity. Asking them to do more means their own and same work would not get done.

9. Are there union issues?

No.

10. Other supporting comments.

Filling this position is essential in maintaining the safety, health and welfare of the community.

Position Fill Request
Justification Report
1/9/2025

Position Title: Public Arts Coordinator

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

   _X_____ Replacement Position _____ Not a Replacement Position

   This is a replacement position for Laura Schley who resigned effective January 3, 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 in Pay Grade G ($27.36-$32.18 per hour).

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

   - Oversees the City's public arts programs, projects, and initiatives, ensuring alignment with City and Department goals.
   - Provides comprehensive administrative support to the Public Arts Commission, including coordination of meetings, agendas, and communications.
   - Researches, applies for, and manages grants to secure funding for public art programs.
   - Collaborates with community partners and engages the public to advance public art initiatives that enhance economic development, attract tourism, and cultivate Green Bay's creative economy.

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

   The position secures outside grant dollars and private donations to fund City investments in public art. In recent years, the position has helped secure over $41,000 in outside funding. A $50,000 grant application was recently submitted and may be awarded later this year.

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

   The current staff does not have the capacity to absorb the duties of the Public Arts Coordinator due to their existing workloads. Without dedicated staffing, the City risks compromising the quality and effectiveness of its public arts initiatives, which are vital for fostering cultural growth, economic development, and tourism.

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

   Most public arts initiatives have been put on hold until the position can be refilled. Work that cannot be put on hold is being managed by the Deputy Development Director.

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

If this position is not filled, the City will struggle to manage key public arts initiatives like the Rotating Art Program, Arts Grant, and TIF Percent for Public Art. Public art enhances community spaces, drives tourism, and supports economic development. Losing this role would reduce the City's ability to secure funding, collaborate with partners, and implement projects, ultimately hindering Green Bay's creative economy and cultural growth.

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

There are no clear alternatives to achieving the same level of output and impact without a dedicated Public Arts Coordinator.

9. Are there union issues?

No

10. Other supporting comments.

Staff will be available at the Personnel Committee meeting to answer questions and provide additional comments.

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # Q.2

To approve the over-hire of two Firefighter positions.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. FIRE OVERHIRE MEMO KNOTT Spring 2025

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

Phone 920.448.3280

Matthew W. Knott
Fire Chief

MEMORANDUM

To: Personnel Committee

From: Matthew W. Knott, Fire Chief

Date: January 7, 2025

Re: Fire Personnel Over Hire

The Fire Department currently has 11 open positions that will be filled by the Police and Fire Commission with a start date of March 17, 2025.

Additionally, we have two Captains retiring in June 2025, which creates two additional vacancies. These positions will be vacant shortly after the graduation of the ten-week recruit training program. We are requesting that the department be allowed to over hire for the two retirements expected in 2025. The current job market makes it important to be able to offer these positions to the most qualified applicants as soon as possible. The next expected hiring process is not until Spring of 2026.

Having run the analysis of the costs involved, over hiring the two personnel has a potential net savings of over $100,000. This is due to potential overtime incurred by the openings.

Cost for 2 new hire EMT while current employee also employed (estimate 3/17/25 – 6/15/25): Approximately $31,000 (salary only – 1/1/25 rates).

Potential OT cost savings for the period between the retirement and the date a new hire would start working as a firefighter if not hired until April 2026.Potentially up to 180 (24) hr shifts @ $1000/shift (avg)= $180,000 potential savings in OT.

Over hiring the two personnel will have a potential net savings of over $100,000.

Cc: Joe Faulds, Diana Ellenbecker

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # Q.3

To approve the request to create a Limited Term Grant Accountant position to replace the Limited Term Grant Administrator-Internal Auditor position and request to fill the Grant Accountant position and all subsequent vacancies resulting from internal transfers.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Grant Accountant - New Position Request-RTF 01.2025
2. Grant Accountant - New Position Fiscal Impact
3. Grant Accountant

Human Resources Department
100 North Jefferson Street • Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee
Joseph Faulds, Chief of Operations

From: Melanie Falk, Human Resources Manager

Re: Request to Create a Limited Term Grant Accountant to Replace the Limited Term Grant Administrator-Internal Auditor in the Finance Department and Request to Fill the Grant Accountant Position

Date: January 10, 2025

RECOMMENDATION:

The Finance Department is requesting that a limited term Grant Accountant, pay grade K ($78,957 - $92,893) be added to the department's Table of Organization, and it is requested that the department receive authorization to fill the new position and all subsequent vacancies as a result of internal transfers. This position will replace the Limited Term Grant Administrator-Internal Auditor position, pay grade J ($73,445 - $86,403) as this limited term position will be ending on January 31, 2025.

The Grant Accountant position and the job responsibilities were reviewed by the City's consultant, Carlson and Dettmann for placement in the salary plan.

BACKGROUND:

In April 2021 the Limited Term, Grant Administrator-Internal Auditor position was created to manage and ensure compliance with state and federal grant regulations, with primary responsibility for the ARPA grant dollars the City received. The term of this position will end on January 31st.

The Grant Administrator serves as the lead and primary point of contact for the ARPA grant including strategic planning, facilitating meetings and preparing progress reports. In addition, this position is responsible for developing and implementing goals, policies, procedures and work plans related to grant management. The Grant Administrator monitors grant expenditures for eligibility with federal and state regulations; provides monthly reports and oversees the internal audit program with a focus on internal controls, fraud detection and program evaluation.

Over the last few years, the number of grants departments have procured has steadily increased. For audit years 2022 and 2023, the number of grants on the Report of Federal and State Awards increased

42%. Grant expenditures climbed from $8.6 million to $16.4 million during that period. As a result of the large number of grants and the additional reporting requirements, the Finance Department has determined the need for a position that performs more complex financial functions and for managing the financial aspects of all the City grants.

The primary focus of the new Grant Accountant will be the annual reporting for the federal and state awards; reconciling grant-related accounts and completing accounting processes such as journal entries, budgeting, budget modifications and financial analysis. Currently, other Finance Department staff members have been performing these functions in addition to their other tasks and it has been difficult to maintain this workload and manage the financial aspects of the large number of City grants in a sufficient manner.

FISCAL IMPACT:

Allocated ARPA dollars will fund this position though 2026 and can absorb the $6,886 fiscal impact, (see the attached spreadsheet for detail), with the potential for continued funding through future grant allocations beyond 2027.

CC: Diana Ellenbecker, Finance Director
Linda Chosa, Assistant Finance Director

Fiscal Impact - Grant Accountant

Estimated	Grant Administrator Grade J, Step 4	Grant Accountant Grade K, Step 4
Salary	$79,934	$85,925
FICA	$6,115	$6,573
WRS (General)	$5,555	$5,972
Worker's Comp	$168	$180
Health Insurance	$17,712	$17,712
Dental Insurance	$1,402	$1,402
Life Insurance	$101	$108
TOTAL COMPENSATION	**$110,987**	**$117,873**

FISCAL IMPACT: **$6,886**

JOB DESCRIPTION
City of Green Bay

Position Title	GRANT ACCOUNTANT
Department	Administrative Services/Finance
Reports To	Assistant Finance Director
Supervises	
Position Status	Exempt
Salary Range	Pay Grade K
Job Summary	Under the direction of the Assistant Finance Director, manages and oversees the financial aspects of grants for the City. Works with City departments to ensure proper financial reports, adherence to grant terms and compliance with local, state, and federal regulations governing grants.
Essential Functions	▪ Assists City Departments with financial information during pre-award period and application process. ▪ Collaborates with City departments to develop and monitor grant budgets, ensuring expenditures align with approved funding and objectives. ▪ Tracks the financial lifecycle of grants within software, including applications, awards, amendments, and closeouts. ▪ Prepares and submits accurate financial reports for grants and special revenue to granting agencies and other stakeholders. ▪ Prepares the Report on Federal and State Awards annually and serves as a point of contact for the Report during the annual audit. ▪ Assists in other grant-related audits by providing necessary documentation and ensuring accurate recordkeeping. ▪ Audits and approves financial transactions such as purchase orders, invoices, receipts, subaward invoices to ensure accuracy of expended or encumbered funds in accordance with applicable laws and regulations and procurement policies. ▪ Reconciles grant-related accounts in ERP system and completes accounting processes such as journal entries, budgeting and budget modifications. ▪ Presents grant financial information to staff and committees. ▪ Supports the development and implementation of policies and procedures related to grant accounting and compliance. ▪ Serves as a liaison between the Finance Department, City departments, and granting agencies to ensure effective communication and issue resolution. ▪ Performs other duties as assigned.
Knowledge, Skills And Abilities	▪ Knowledge of Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) guidelines, and federal Uniform Guidance for grants. ▪ Knowledge of financial software, spreadsheets, and enterprise resource planning (ERP) systems. ▪ Ability to interpret, apply, and ensure compliance with intricate grant and funding regulations.

	▪ Strong skills in budgeting, forecasting, account reconciliation, and financial analysis. ▪ Strong verbal and written communication skills to collaborate with departments, funding agencies, and auditors. ▪ Ability to effectively analyze accounts, prepare year-end entries and annual Report on Federal and State Awards. ▪ Ability to prepare and present financial data to staff and committees. ▪ Ability to manage multiple projects, deadlines, and priorities efficiently. ▪ Ability to demonstrate high level of integrity and commitment to maintaining confidentiality and compliance in financial practices. ▪ Ability to utilize a computer and the required software. Ability to establish and maintain effective working relationships with staff and the public. ▪ Ability to work the required hours of the position.
Minimum Education And Experience	▪ Bachelor's Degree in Finance or related Accounting Field. ▪ Three to five years of experience in accounting, including fund accounting. ▪ A combination of equivalent experience and/or education may be considered.
Physical Requirements	▪ Ability to perform the following activities: o Lifting and carrying up to 10-20 pounds. o Frequent standing and sitting. o Ability to focus for long periods of time on projects. o Ability to reach, stoop and lift.

The above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. I have read the above position description and understand the duties and responsibilities of the position.

_____ _____
Employee Name (please print) Date

_____
Employee Signature

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # Q.4

The approve the request to reclassify a Word Processor position to a Public Records Specialist position and approval to fill the Public Records Specialist position and all subsequent vacancies resulting from internal transfers.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Word Processor to Public Records Specialist reclass 1.2025

Human Resources Department
100 North Jefferson Street • Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee
Joseph Faulds, Chief of Operations

From: Jennifer Smits, Human Resources Generalist

Re: Request to reclassify a Word Processor position to a Public Records Specialist position and approval to fill the Public Records Specialist position

Date: January 10, 2025

RECOMMENDATION

I. Human Resources and the Police Department request that a Word Processor (Pay Grade C, $21.25/hour - $23.60/hour) be reclassified to a Public Records Specialist (Pay Grade E, $24.05-$26.72). The Police Department also requests approval to fill the Public Records Specialist position and all subsequent vacancies resulting from internal transfers. This position will be vacant due to a retirement, effective January 22, 2025.

BACKGROUND

II. The Police Department has one Word Processor position, and this position is primarily responsible for transcribing Police Officers' details from recorded media. However, most Officers type their own reports.

After the Word Processor retires on January 22, 2025, Officers will have the opportunity to use Axon software to transcribe their reports. Officers will speak into a microphone, the software will transcribe the information, and Officers will review the text for accuracy and make any necessary corrections. The Axon transcription feature is an existing module and is no additional cost to the department.

A need has been identified for additional staff to process public records requests, which includes the redaction of written reports and body camera footage. There are currently 2 Public Records Specialists that review public records requests, retrieve written and video records and apply redactions to exempt information, and release the records in accordance with department policies and state and federal laws.

There has been a significant increase in public records requests since the implementation of body cameras in April of 2021. In 2021 the department released 604 videos totaling 223 hours and in 2024 released 1,609 videos totaling 665 hours. In addition, redacting body camera footage

is more time-intensive than redacting written reports, due to the number of body cameras depending on the call, the length of the videos and the complexity of the content.

The Police Department's Office Manager also spends an estimated 75-80% of her time redacting records, which limits her ability to effectively manage the Records Division.

As a result, it is requested that the vacant Word Processor position be reclassified to a Public Records Specialist, which would increase the number of Public Records Specialists from two to three. This reclassification will enable the Police Department to reduce the turnaround time for public records requests.

FISCAL IMPACT

III. This reclassification results in an annual cost increase of $1,072.

Estimated	Word Processor Grade C, Step 7	Public Records Specialist Grade E, Step 3
Salary	$49,088	$50,024
FICA	$3,755	$3,827
WRS (General)	$3,191	$3,252
Worker's Comp	$103	$105
Health Insurance	$17,712	$17,712
Dental Insurance	$1,402	$1,402
Life Insurance	$63	$64
TOTAL COMPENSATION	**$75,314**	**$76,386**

C: Police Chief Chris Davis
Police Commander Shannon Seymer-Tabaska
Police Office Manager Lisa Wachowski

Report to the
Traffic, Bicycle and Pedestrian Commission of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # R.1

Elected Chair is Kasha Huntowski and elected Vice Chair is Dan Teaters. (For Information Only. No Council Action Required.)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Traffic, Bicycle and Pedestrian Commission of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # R.2

To receive and place on file the reports by the Police Department on the December 2024 and January 2025 Traffic Enforcement Unit Traffic Safety Plans.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 12 TRAFFIC SAFETY PLAN December 2024
2. 01 TRAFFIC SAFETY PLAN January 2025
3. 10 2ND QTR FATAL CRASH SUMMARY

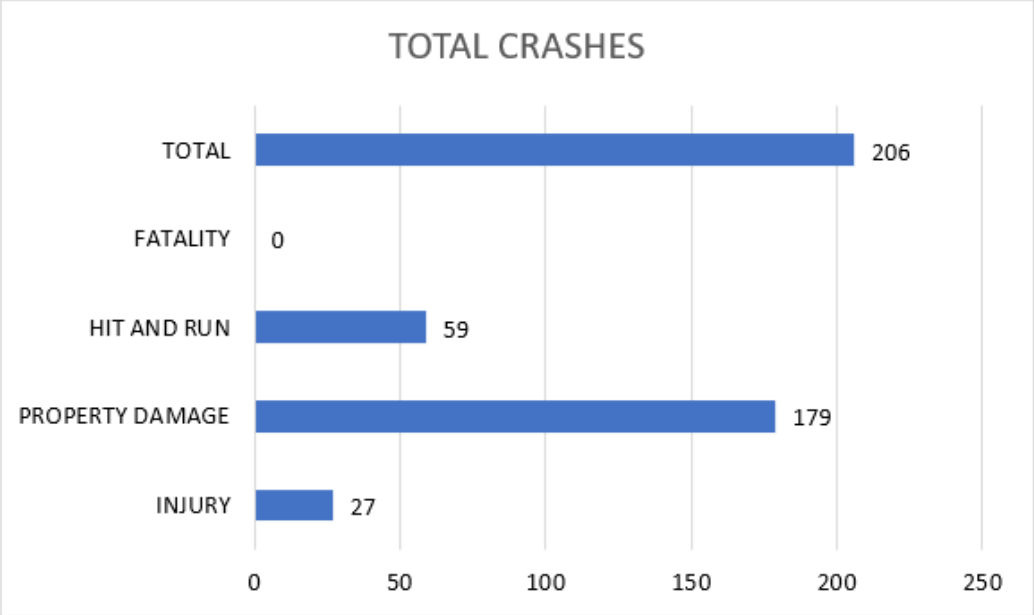
Green Bay Police Department

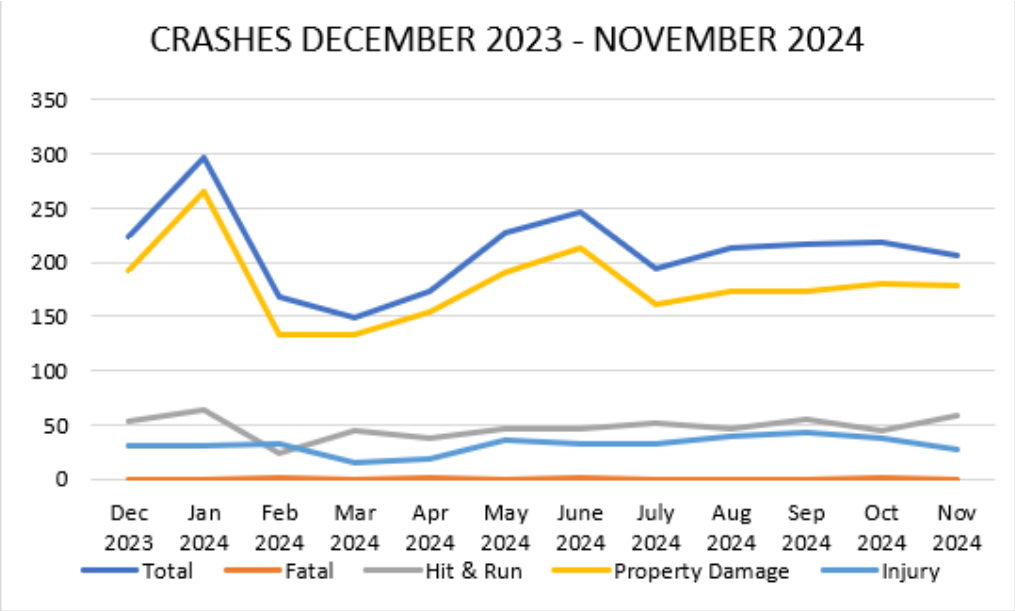
DECEMBER 2024

Traffic Safety Plan

Traffic complaints are the #1 complaint made to the Green Bay Police Department and City Alderpersons. The police department is committed to safe travels for motorists, pedestrians and bicyclists. With a goal of reducing traffic crashes, property damage, injury and death on Green Bay's roadways, the police department will use a data driven approach for traffic enforcement. Data analytics from crash data, citizens complaints and speed boards (when in use) will be used to identify traffic emphasis areas. Each month's report will be posted on the police department's website and will be presented at the Traffic, Bicycle and Pedestrian Commission meeting.

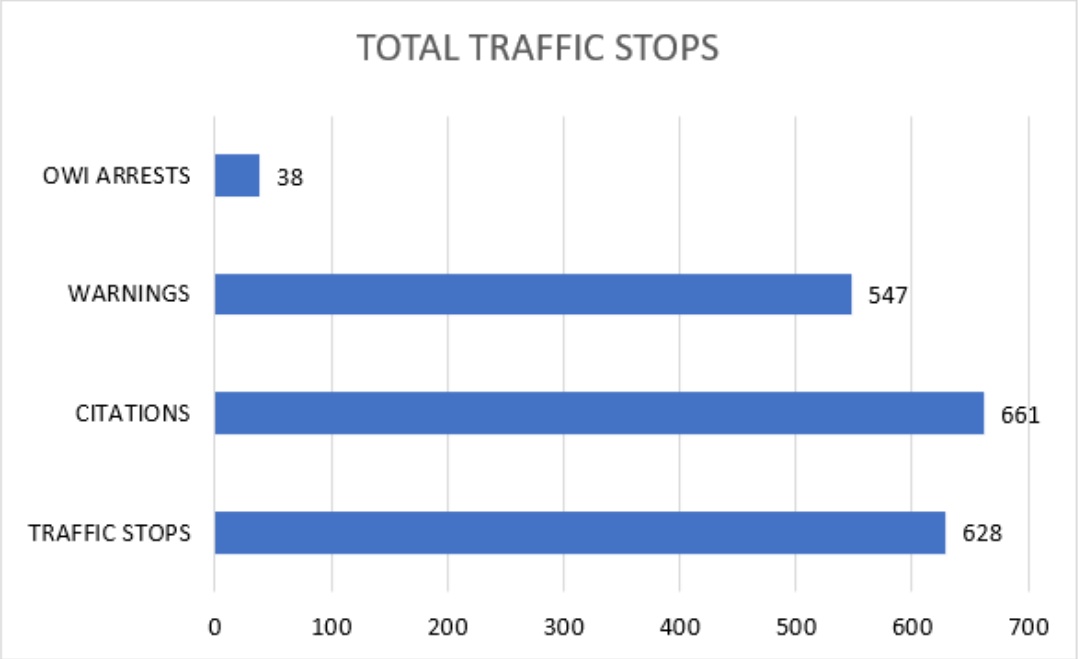
NOVEMBER 2024 CRASH DATA

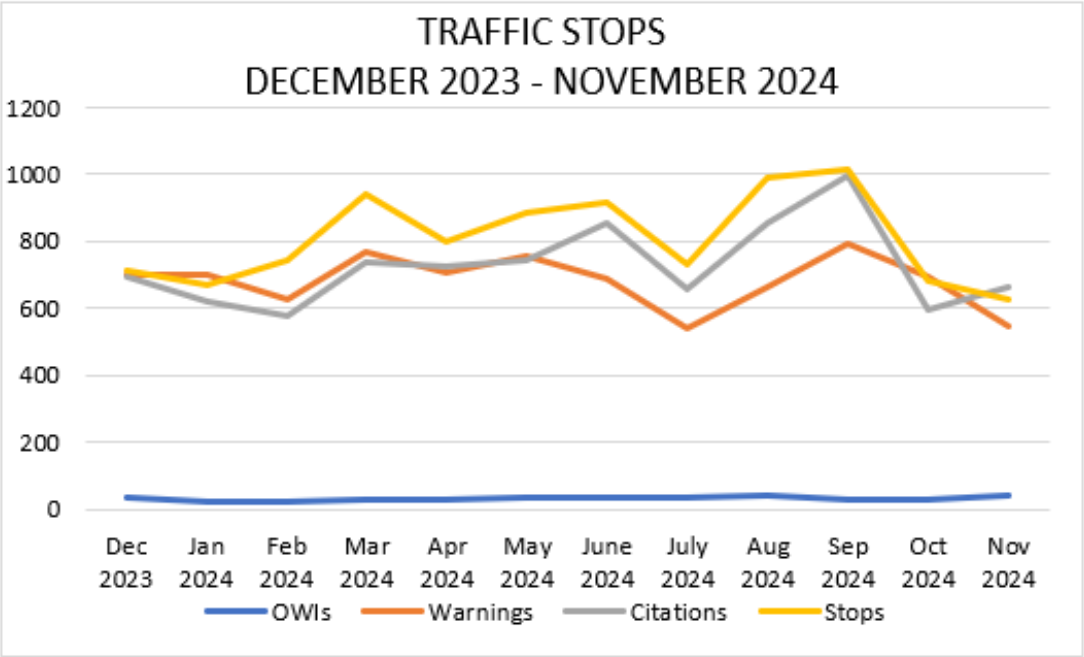




GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

NOVEMBER 2024 TRAFFIC STOPS





UPCOMING TRAFFIC TASK FORCE DEPLOYMENTS

* BROWN COUNTY OWI TASK FORCE—December 6, 20, 21 and 31
* LOCAL ALCOHOL ENFORCEMENT—December 7, 13, 14, 27 and 28

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

TRAFFIC COMPLAINTS

Below are the most recent traffic complaints received by the Green Bay Police Department. To make a traffic complaint, call the Traffic Enforcement Unit Complaint at (920) 448-3212. Residents can also submit an online complaint through the City's Request for Service page. Please leave detailed information including specific times/days of the week, street and block number/ intersection, and contact information if you would like follow-up from an officer.

District	Area	Complaint
A	9TH ST / WOOD LN	Speeding and reckless driving
A	DANCING DUNES DR / FERNDALE LN	Mini bikes on roadway
B	N BROADWAY / PHOEBE ST	Trucks compression braking
C	S BAIRD ST / ELIZA ST	Vehicles passing stopped school bus
C	QUINCY ST / ELIZA ST	Vehicles not stopping for crossing guard
D	MAIN ST / MASON ST	Speeding and loud exhaust
D	EDGEWOOD DR / HEATHER RD	Speeding
D	FINGER RD / CHALLENGER DR	Vehicles passing stopped school bus
D	HENRY ST / MORROW ST	Vehicles not stopping

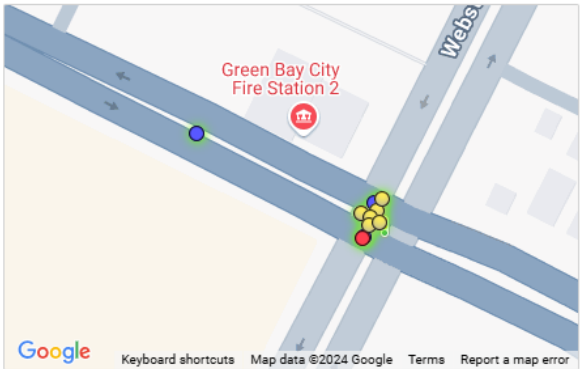
Winter Holiday Season "Drive Sober or Get Pulled Over"

The winter holiday season "Drive Sober or Get Pulled Over" campaign begins December 11th through January 1st, 2025. Law enforcement agencies throughout the US will participate in the campaign by sharing information on the consequences of drunk driving and increased patrol. No one wants to spend their holidays behind bars. If you are planning to drink, plan to get a safe, sober ride home. Even one drink can cause impairment.

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

ENFORCEMENT PRIORITY AREAS

Priority areas are determined using a predictive analysis tool through the Wisconsin DOT. The tool uses crash data from the previous three years to determine areas that have a high likelihood of vehicle crashes in the next 30 days.



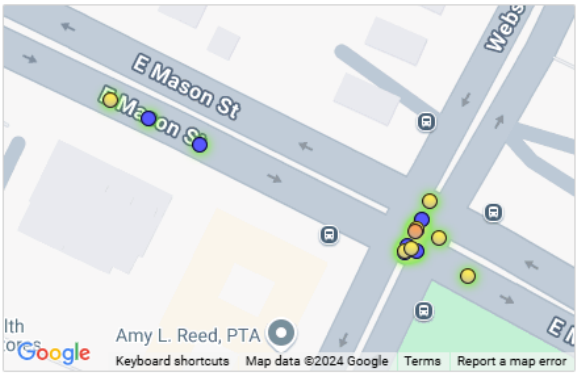
Analysis Area #1: GREEN BAY (C)

Roadway: WEBSTER AVE N

Total Crashes: 11

Contributing Factors:

- 65+ Driver (5)
- Occp Protection (1)
- Teen Driver (2)
- Winter Road (1)
- Bike (1)
- Motorcycle (1)
- Pedestrian (1)



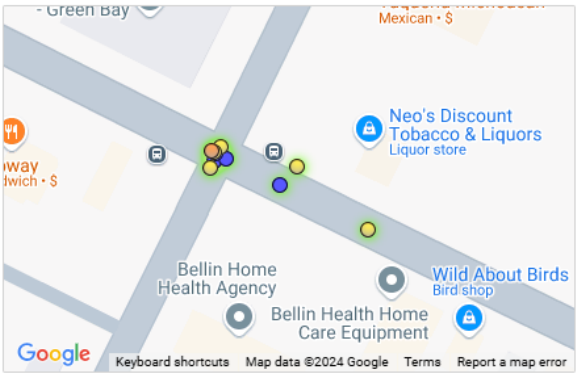
Analysis Area #3: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 15

Contributing Factors:

- Occp Protection (4)
- Pedestrian (1)
- Teen Driver (4)
- Impaired (1)
- Hit & Run (2)
- Distracted (1)
- Speed (2)
- 65+ Driver (1)
- Bike (1)
- Winter Road (1)



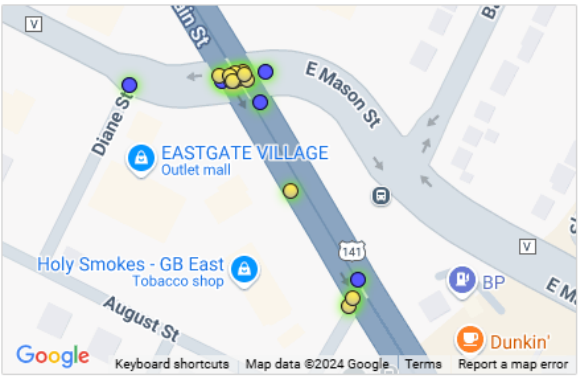
Analysis Area #4: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 10

Contributing Factors:

- Hit & Run (2)
- 65+ Driver (1)
- Pedestrian (1)
- Winter Road (1)
- Occp Protection (1)
- Impaired (1)
- Distracted (1)



Analysis Area #5: GREEN BAY (C)

Roadway: 141

Total Crashes: 18

Contributing Factors:

- Teen Driver (5)
- Motorcycle (1)
- Distracted (4)
- Occp Protection (1)
- 65+ Driver (3)
- Impaired (1)
- Hit & Run (2)
- Speed (1)
- Pedestrian (2)
- Winter Road (1)

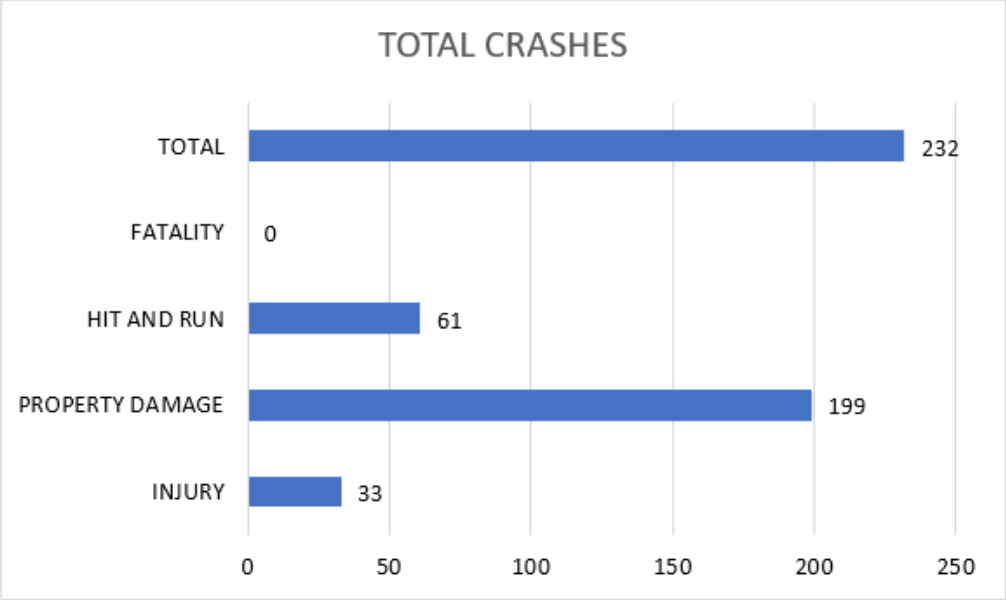
Green Bay Police Department

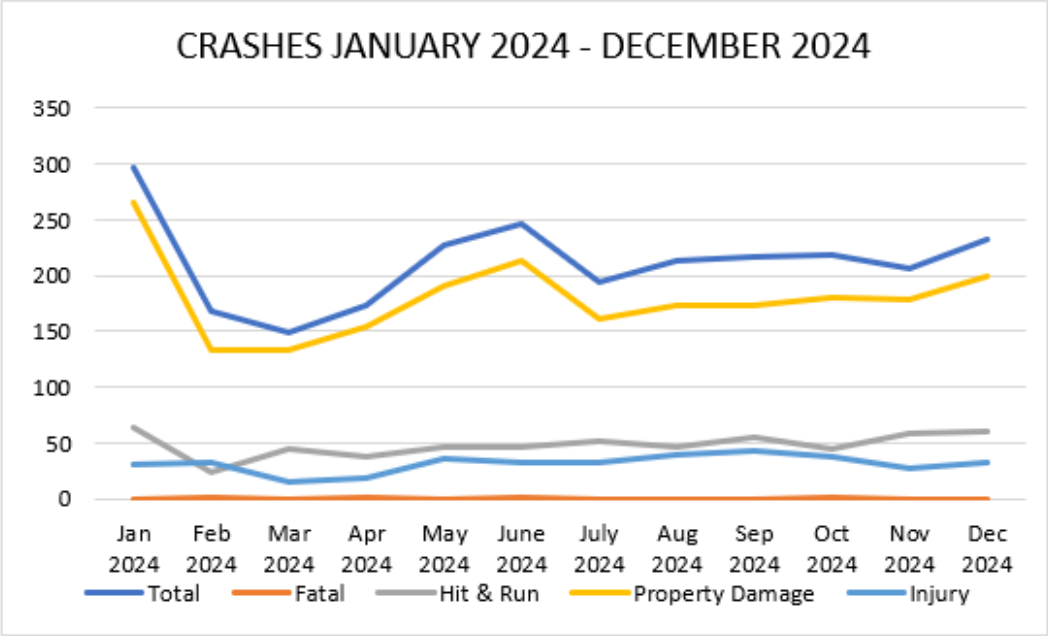
JANUARY 2025

Traffic Safety Plan

Traffic complaints are the #1 complaint made to the Green Bay Police Department and City Alderpersons. The police department is committed to safe travels for motorists, pedestrians and bicyclists. With a goal of reducing traffic crashes, property damage, injury and death on Green Bay's roadways, the police department will use a data driven approach for traffic enforcement. Data analytics from crash data, citizens complaints and speed boards (when in use) will be used to identify traffic emphasis areas. Each month's report will be posted on the police department's website and will be presented at the Traffic, Bicycle and Pedestrian Commission meeting.

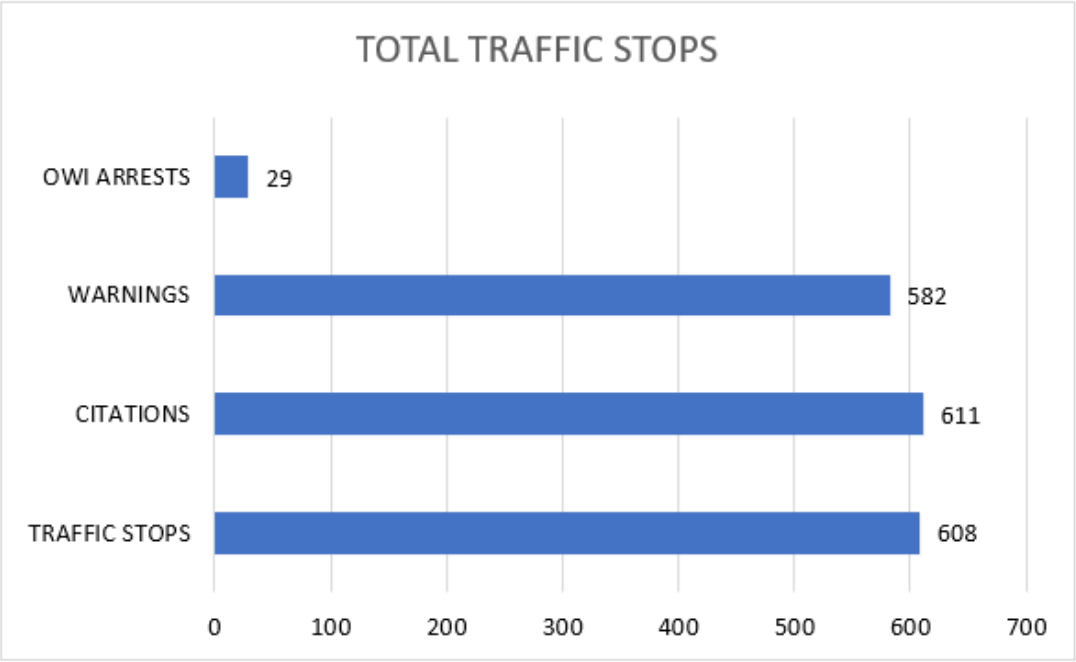
DECEMBER 2024 CRASH DATA

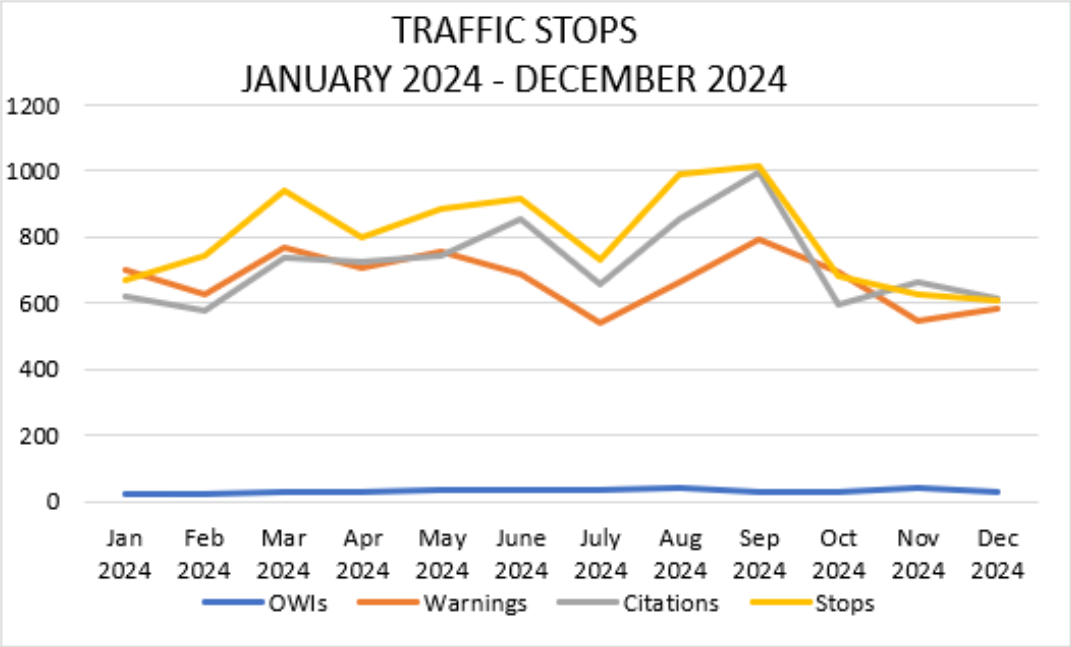




GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

DECEMBER 2024 TRAFFIC STOPS





UPCOMING TRAFFIC TASK FORCE DEPLOYMENTS

* BROWN COUNTY OWI TASK FORCE—January 3, 4, 17, and 18
* LOCAL ALCOHOL ENFORCEMENT—January 10, 11, 24, 25, and 31

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

TRAFFIC COMPLAINTS

Below are the most recent traffic complaints received by the Green Bay Police Department. To make a traffic complaint, call the Traffic Enforcement Unit Complaint at (920) 448-3212. Residents can also submit an online complaint through the City's Request for Service page. Please leave detailed information including specific times/days of the week, street and block number/ intersection, and contact information if you would like follow-up from an officer.

District	Area	Complaint
A	2500 BLK TROJAN DR	Speeding, before/after school
A	KING JAMES DR	Loud exhaust
A	800 MITCHELL ST	Speeding and loud vehicles revving engines
B	1000 BLK S BROADWAY	Speeding at night
C	BAIRD ST / WALNUT ST	Right turn lane only sign violations
C	1400 BLK N BAIRD ST	Speeding
D	1000 BLK SUYDAM ST	Speeding

Winter Weather Driving Tips

Winter is upon us in Wisconsin and it is the responsibility of every driver to plan ahead and use caution on the roadways. Below are some winter weather driver tips:

- Clear vehicle of ice and snow. Visibility is important for all drivers
- Turn on lights
- Check road conditions before leaving— 511wi.gov
- Reduce speed and increase distance between vehicles in front of you
- Stay home during storms, if you can. Monitor weather before errands and appointments

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

ENFORCEMENT PRIORITY AREAS

Priority areas are determined using a predictive analysis tool through the Wisconsin DOT. The tool uses crash data from the previous three years to determine areas that have a high likelihood of vehicle crashes in the next 30 days.

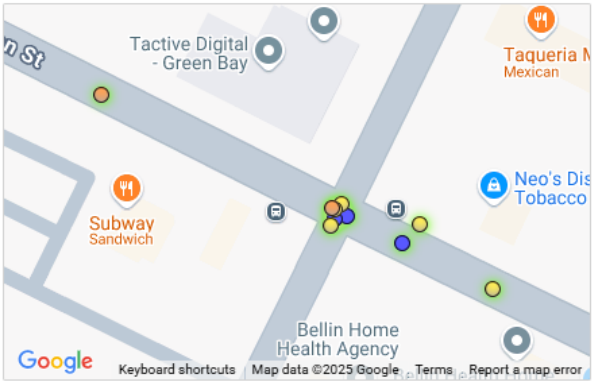
Analysis Area #1: GREEN BAY (C)

Roadway: WEBSTER AVE N

Total Crashes: 11

Contributing Factors:

- 65+ Driver (5)
- Occp Protection (1)
- Teen Driver (2)
- Winter Road (1)
- Bike (1)
- Motorcycle (1)
- Pedestrian (1)



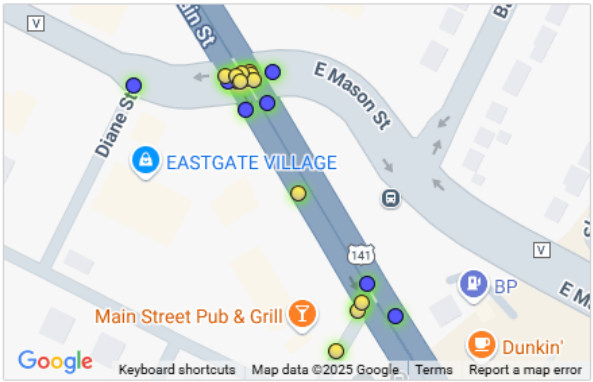
Analysis Area #3: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 10

Contributing Factors:

- Hit & Run (1)
- Pedestrian (1)
- Occp Protection (1)
- Distracted (1)
- 65+ Driver (1)



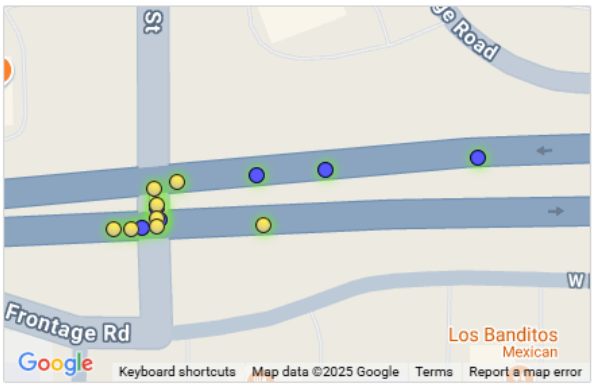
Analysis Area #4: GREEN BAY (C)

Roadway: 141

Total Crashes: 19

Contributing Factors:

- Teen Driver (5)
- Motorcycle (1)
- Distracted (4)
- Occp Protection (1)
- 65+ Driver (4)
- Impaired (1)
- Hit & Run (3)
- Speed (1)
- Pedestrian (2)
- Winter Road (1)



Analysis Area #5: GREEN BAY (C)

Roadway: 054

Total Crashes: 14

Contributing Factors:

- Distracted (4)
- 65+ Driver (3)
- Large Truck (1)
- Motorcycle (1)
- Teen Driver (1)

GREEN BAY POLICE DEPARTMENT

TRAFFIC ENFORCEMENT UNIT

2024 Second Quarter Fatal Crash Summary

04/16/2024 11:42AM — GBPD Report #24-218649

On Tuesday, April 16, 2024, at approximately 1142 hours, a 78-year-old female was driving a PT Cruiser eastbound on Lowell Dr and failed to stop for a stop sign at Ontario Rd. Her vehicle was struck by a southbound pickup truck driven by a 33-year-old male. The female cited for failure to stop for a stop sign. She was transported to a local hospital where she later passed due to injuries. Crash reconstruction was completed by GBPD.

06/28/2024 12:06PM — GBPD Report #24-233167

On Friday June 28, 2024, at approximately 1206 hours, a 21-year-old male was driving a motorcycle at a high speed northbound on S Huron Rd. A Chevrolet Equinox driven by a 69-year-old female was eastbound on Finger Rd crossing S Huron Rd. The motorcycle struck the side of the Equinox. The motorcyclist was transported to a local hospital where he passed due to injuries. Crash reconstruction was completed by BRSO. No criminal charges or citations were issued.

Sean Hamill

Traffic SGT Sean Hamill

GREEN BAY POLICE DEPARTMENT

TRAFFIC ENFORCEMENT UNIT

2024 Third Quarter Fatal Crash Summary

There were no fatal crashes in the City of Green Bay during the third quarter of 2024.

Traffic SGT Sean Hamill

Report to the
Traffic, Bicycle and Pedestrian Commission of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # R.3

To receive and place on file the request by Green Bay Area Public School District to convert the NO STOPPING OR STANDING 7:00 AM TO 4:00 PM SCHOOL DAYS to NO PARKING 7:00 AM TO 4:00 PM SCHOOL DAYS on the south side of Yorkshire Road from a point 435 feet east of Fagerville Road to a point 50 feet south of Fagerville Road.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 01-13-2025 Yorkshire 'No Parking' Request
2. 01-13-2025 Red Smith Sidewalk Letter

Fagerville Way
Fagerville Way
Yorkshire Rd
Yorkshire Rd
Allow here only

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

January 3, 2025

Resident
Green Bay, WI

Dear Resident,

The City of Green Bay has received an inquiry from the Green Bay Area Public School District, requesting a change in the No Stopping/No Standing zone on the south/east side of Yorkshire Road, from approximately 3492 Yorkshire Road to the intersection of Yorkshire Road and Fagerville Way. This request is in response to the high volume of vehicles dropping off and picking up students from school.

If such a request were to be granted, we would want to ensure that students travelling to and from the school to the pick-up/drop-off location would have safe walking conditions. Walking in the street, especially given the automobile traffic volumes, would not be considered safe. As a result, this request would also most likely include a recommendation for sidewalk installation. At a minimum, sidewalk would be recommended for installation from 3492 Yorkshire to the intersection with Fagerville. As the City does not like to see discontinuous sidewalks (sidewalks to nowhere), this could easily result in a future request to extend those sidewalks west along Yorkshire to Durham Road.

The City of Green Bay is making residents aware of this request so that we can hear any comments or concerns that the neighbors being directly impacted by this proposal might have. The request will be discussed at the meeting of the Traffic, Bicycle, and Pedestrian Commission, which will be held on Monday, January 13, 2025 at 5:00 pm. The meeting will be held in Room 310 at Green Bay City Hall, 100 N. Jefferson Street. There will also be an ability to attend the meeting virtually using Zoom. Instructions for attending virtually will be found on the meeting agenda. The meeting agenda will be available by Friday, January 10, 2025 on the City's website under the "Agendas & Minutes" button in the center of the page.

Thank you for your time and consideration

Sincerely,

Steven M. Grenier, P.E.

Director of Public Works

SMG: mmw

Report to the
Traffic, Bicycle and Pedestrian Commission of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # R.4

To remove the NO PARKING 7:00 AM TO 4:00 PM SCHOOL DAYS on the north side in the 600 block of Emilie Street and the south side in the 600 block of Eliza Street between Monroe Avenue and Quincy Street to allow staff parking for the school district.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Traffic, Bicycle and Pedestrian Commission of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # R.5

To approve the traffic calming policy to include traffic calming measures with all new and reconstructed streets as amended.

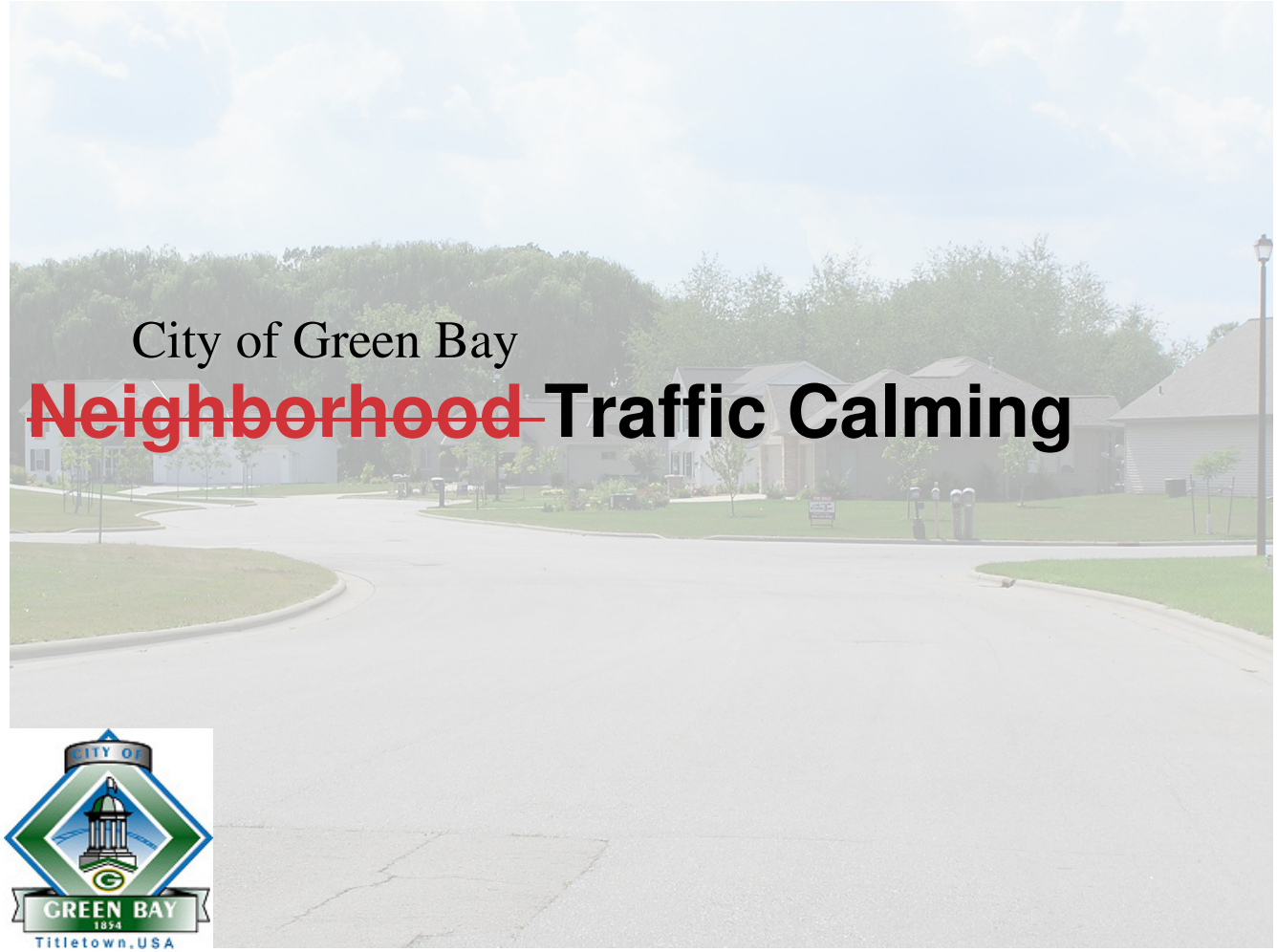
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 01-13-2025(1) COGB Traffic Calming Policy January 2025 Redline
2. 01-13-2025 (2)COGB Traffic Calming Policy January 2025 Redline Removed



City of Green Bay

~~Neighborhood~~ Traffic Calming

ADOPTED: Tuesday, October 22, 2007 by the City of Green Bay Common Council
REVISED: Tuesday, March 18, 2008 by the City of Green Bay Common Council
REVISED: Friday, November 15, 2013 by the City Traffic Engineer (updated web hyperlinks due to city website changes, and Table of Contents Appendix 2 reference correction)
REVISED: Thursday, June 20, 2019 by the City Traffic Engineer (updated web hyperlinks due to city website changes)
REVISED: August 27, 2024 by the City of Green Bay Common Council

Department of Public Works | Traffic Division
100 N. Jefferson Street, Room 300
Green Bay, WI 54301
(920) 448-3100

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What is Traffic Calming?

City of Green Bay residents have expressed concern about speeding and cut-through traffic in residential neighborhoods. In response to public interest the City ~~has~~ originally developed a Neighborhood Traffic Calming Policy in 2007.

The Institute of Transportation Engineers defines "traffic calming" as "the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users."

The City of Green Bay also expands this definition to include non-physical measures such as educational programs and enhanced enforcement

What are Traffic Calming Measures?

~~Neighborhood traffic~~ Traffic calming measures are an attempt to enhance traffic and pedestrian safety and preserve neighborhood character and livability. There are a number of traffic calming devices that are available to achieve this effect. The specific measures are described in more detail below, but can generally be used to address problems with speeding, cut-through traffic, increased volume, and safety. When a traffic calming measure is implemented successfully, it is effective and self enforcing.

Beyond residential neighborhoods, there is a desire to expand traffic calming to some collector roadways. Traffic calming measures are generally incompatible with arterial streets. A primary function of arterial streets is to efficiently and expeditiously move traffic through a corridor.

As considered under this policy, traffic calming measures are largely reactive to observed or perceived concerns; in most cases, from neighborhood residents or businesses. In addition to reactive solutions, City staff will work with developers to consider traffic calming measures to be designed into new subdivisions or on reconstruction projects for existing streets, as appropriate, to address potential conflicts before they arise. Additionally, staff will use input received regarding the need for traffic calming into consideration when designing reconstruction projects for collector and local streets.

Incorporation of traffic calming strategies or measures at the time of original street design, being proactive and not reactive, shall not need to follow Steps 1 through 6 of this Policy, but instead can be proposed as part of the initial design. Should the Department of Public Works not approve measures proposed as part of the initial design of a street, this decision may be appealed to the Improvement & Services Committee.

The ~~Neighborhood~~ Traffic Calming Process?

This section describes the process, regulations, and requirements of the Green Bay ~~Neighborhood~~ Traffic Calming Policy. For a brief overview of the process, see the Traffic Calming flow chart (Appendix 1).

STEP 1 — Report the Problem

If you feel as though you have a speeding or traffic problem on your residential street, the first step is to report the problem to City of Green Bay Traffic staff at (920) 448-3100 or dpwmail@greenbaywi.gov. City staff will note your complaint and provide a Traffic Calming Request Form. This form will also be available at https://greenbaywi.gov/DocumentCenter/View/1579/Traffic-Calming-Request-Form-PDF. When the form is submitted City staff will evaluate the complaint to determine the nature of the problem, and make sure that the location meets the first traffic calming criteria:

The street must be classified as "Residential."

The City will not implement traffic calming measures, or conduct traffic calming studies on "arterial"~~, " collector"~~ streets, and Green Bay Metro bus routes. For the City's Roadway Classification Map, please refer to the map available at https://greenbaywi.gov/DocumentCenter/View/4236/Roadway-Functional-Classification-Map. Staff can work with you to identify other actions if your street does not meet this basic criterion.

STEP 2 — Neighborhood Consensus

After the initial report, City staff will request a petition from a representative number of residents in the neighborhood (at least 20%, or 10 residents, whichever is less) to verify that there is a widespread concern for the speeding or traffic issue. After the petition is received, City staff will review it. The petition form is available athttps://greenbaywi.gov/DocumentCenter/View/4239/Traffic-Calming-Petition-Form-PDF.

STEP 3 — Data Collection

When it is determined that a representative number of residents perceive the problem, City staff will collect traffic volume and speed data for the street and observe traffic patterns. Data will be collected through the use of traffic road tubes at a location determined by the Traffic Engineer.

Speeding Problem Thresholds:

- If 15% of the vehicles driving on the roadway are traveling at speeds ~~above 32 miles per hour (20 mph for alleyways)~~more than 5 miles per hour (mph) above the posted speed limit, or

- If 5% of the vehicles driving on the roadway are traveling at speeds ~~above 35 miles per hour (25 mph for alleyways)~~more than 10 mph above the posted speed limit, then the street would be eligible for Traffic Calming. This last condition applies to situations where the residents' concern is for the few drivers considerably exceeding the speed limit.

Cut-through Problem Threshold:

- In some cases, the reported problem is related to the volume of traffic on the residential street instead of the speed. If the street carries more than 1000 vehicles per day, then the street would be eligible for Traffic Calming.

Other Issues:

- Some traffic problems do not fit neatly into the speeding or cut-through "boxes". City staff will evaluate on a case-by-case basis if a unique issue warrants traffic calming.

STEP 4 — Stage 1 Traffic Calming

If the trouble location exceeds the thresholds identified above, City staff will first suggest possible solutions that do not involve the use of physical controls or impediments on the roadway system. These are primarily education and enforcement based measures called Stage 1 traffic calming. These include:

- **Radar Speed Trailer Deployment** — This is a temporary device that is primarily used to educate motorists regarding the fact that they may be significantly exceeding the posted speed limit. Speed data can and may be collected.

- **Traffic Enforcement Actions** — This is traditional enforcement activity on the part of Green Bay Police Department's traffic enforcement officers. The intent is to modify behavior to result in a safer situation for all drivers and neighbors.

- **Traffic Signing and Pavement Markings** — Traffic Engineering staff will review all of the traffic signing and pavement markings in the area. If necessary, staff will install additional signing or striping. When appropriate, changes and additions will be reviewed with interested neighbors.

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- **Driver Feedback Signs** – Traffic Engineering staff will review speed data to determine if placement of a driver feedback sign would assist in achieving voluntary speed limit compliance.

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STEP 5 — Follow-up Data Collection

If one or more of the Stage 1 Traffic Calming measures is implemented City staff will wait approximately three to six months and conduct another speed and/or volume data collection. The data will then be analyzed to determine if the Traffic Calming measure was successful. If the measure was successful, and the thresholds identified in Step 3 are not exceeded then the traffic calming process will end at this point.

The City shall follow Step 3, Data Collection, as described on Page 5, and make every effort to collect the follow up data to as close as possible to the location of the original data collected in Step 3.

.

If the location continues to exceed the thresholds for speed and/or volume on a residential street, City staff will move on to analyze possible Stage 2 Traffic Calming methods.

STEP 6 — Stage 2 Traffic Calming Study

City staff will conduct a formal Traffic Calming Study to suggest possible solutions to the problem. The solutions could involve physical modifications of the street intended to control traffic speeds and/or volumes. These are called Stage 2 traffic calming methods. Neighborhood involvement will be a large part of the Traffic Calming Study process.

Possible Stage 2 methods include:

- **Speed Humps**
  Speed humps are approximately 12 feet in width and vary from 2.5 to 4 inches in height. This raised pavement serves to physically force motorists to reduce their speed. In order to be effective, speed humps should be placed no further than 300 feet apart.

  See Figure 1.

FIGURE 1

- **Speed Tables**
  These are speed humps with a long flat section that are generally used at crosswalk locations. Both speed humps and speed tables require signing and roadway markings to make their presence known to motorists and other roadway users.

  See Figure 2.

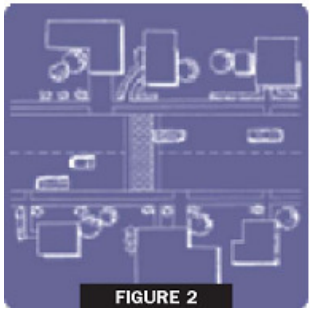


FIGURE 2

- **Traffic Circles**
  This device is a raised circular island in the middle of a residential neighborhood intersection. Direct straight through movements are obstructed by the raised island causing traffic to move to the right and around the circle.

  See Figure 3.

- **Curb Extensions, Chokers, Chicanes**
  These are various methods of narrowing the roadway by extending raised curbs into the street. These can be done at street entries and exits as well as mid-block locations. The narrower street

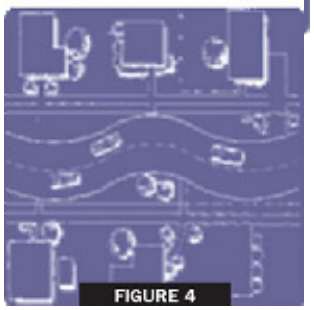


FIGURE 4

generally results in reduced traffic speeds and provides pedestrians with shorter crossing distances.

See Figure 4.

- **Median Entry/Exit Islands**
  These are traffic islands used to create narrower roadway passages at entry and exit points. Median Barriers These can be a barrier or raised island along the center of a roadway to prohibit left turns or crossing traffic.

  See Figure 5.

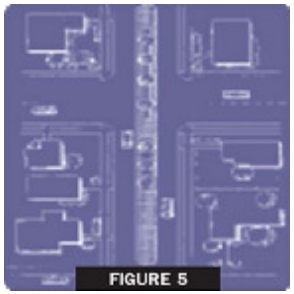


FIGURE 5

- **Mid-Block Raised Medians**
  This is a median placed in the center of a roadway to create a narrower travel way and also reduce pedestrian crossing distances.

  See Figure 6.

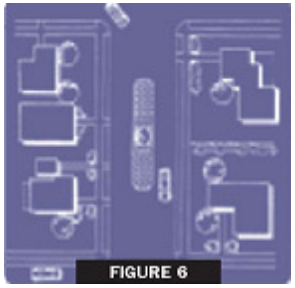


FIGURE 6

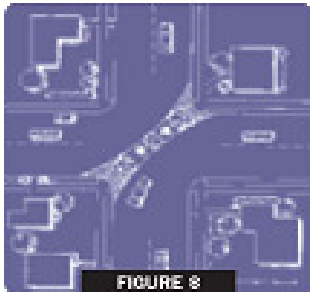
- **Forced Turn Islands, Barriers, Channelization**
  These are traffic islands or curbs specifically designed to prevent traffic from making specific movements at an intersection.

FIGURE 7

See Figure 7.

- **Diagonal Diverters**
  These are barriers placed diagonally across an intersection to force drivers to make a particular turn but not allow other movements.

  See Figure 8



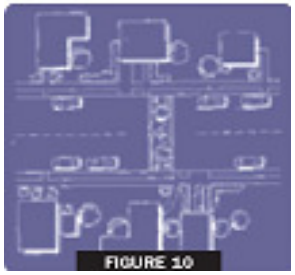
- **One-Way Streets**
  This is when traffic on a street is regulated to only allow traffic to flow in one direction. Usually this is accomplished through sign placement.

- **One-Way Chokers, Half-Closures or Semi-Diverters**
  These are barriers to traffic in one direction that permit traffic in the opposite direction to proceed.

  See Figure 9.

- **Street Closures and Cul-de-sacs**
  This is the complete barricade or termination of a street.

  See Figure 10.



The following general criteria must be met to consider the installation of any Stage 2 traffic calming measure:

~~1. Installation must not result in traffic diversion to other neighborhood streets.~~

~~2. Through a postcard survey, at least 60% of the impacted residents (defined as those residents or owners within 1 contiguous block of the proposed traffic calming improvement(s)) and 75% of the residents within 100 feet of the proposed device shall support the installation.~~

~~3~~1. Devices shall be installed only where a minimum safe stopping distance can be provided.

~~4~~2. The Green Bay Fire Department must approve the plan to assure that emergency response times or access are not negatively affected.

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STEP 7 — City Council Approval

Once City staff and the neighborhood have reviewed an appropriate Traffic Calming solution, the proposal will be brought through the Improvement and Services Committee to the City Council for final approval and funding allocation.

Prioritization

Staff will complete Traffic Calming Studies on an "~~priority rank~~as received" basis. ~~Using data collected in Stages 1 and 2, the individual project(s) will be assigned points, as detailed in Appendix 2 "Point Assignment for Ranking Requests." A minimum of 30 points is required for a project to be considered eligible to compete with other Traffic Calming requests for funding.~~

~~Projects will be ranked citywide, based on point score. The highest ranking projects will usually be undertaken first.~~ The number of projects initiated each year will depend on City resources. However, the City may consider other compelling issues to determine project scheduling.

The City will notify the project requestors of the status of their request after this step via the City's website by posting the summary report.

Once ranked, a project is considered in the annual priority ranking step for up to three years. ~~If, after three years, a project has not received a high enough priority to proceed, the project requestor will be notified it will no longer be eligible for consideration, unless a~~

~~current petition to participate is provided. This time limitation ensures that the project requests continue to remain a neighborhood priority and avoids needless waste of time and resources due to changes in local interest in the project.~~

The project requestor will be notified when the three-year limit expires. At that time, a new request may be made to re-enter the project in the program. ~~If needed, current data may then be collected to recalculate the assignment of points.~~

The Pros and Cons of Stage 2 Traffic Calming

Before the City decides to consider pursuing Stage 2 traffic calming actions, it is important that the benefits and disadvantages be carefully considered. While Stage 2 actions can be successful, they can also result in problems more significant than the original concern. This section will describe the pros and cons of the Stage 2 traffic calming tools described previously. In most cases, the benefits are predictable, while the disadvantages can be much more unexpected. Consequently, a greater emphasis has been placed on the potential problems so that decisions can be made in a fully informed manner.

Pros

- Traffic Calming Measures Often Achieve the Desired Result

  Physical actions such as the installation of speed humps, traffic circles, street closures, etc. are almost always successful in forcing traffic to behave in an intended fashion. In certain situations, they can achieve the desired result by utilizing a one time capital expenditure and generally low ongoing maintenance costs.

- Permanence

  Stage 2 traffic calming actions are generally viewed as much more permanent solutions than Stage 1 actions. In most instances the alternative approach to the desired result involves repetitive and costly ongoing Stage 1 traffic calming actions. There are significant potential benefits to utilizing Stage 2 traffic calming actions which is why some communities have implemented Stage 2 actions and many other communities are exploring their possible use.

- Accident and Crash Reduction

  One of the most important impacts of traffic calming is the potential reduction in the severity and number of crashes on traffic-calmed streets. Safety is enhanced through increased driver awareness of other street users and reductions in volumes, speeds and conflicts. In the United States, reduction of crashes due to traffic calming measures has been reported to be an overall average of 50 percent. Traffic circles appear to offer the greatest reduction in collisions. Speed reduction is especially important for pedestrian safety, as the severity of injury to a pedestrian when hit by an automobile is dramatically reduced by lowering vehicle speeds from 35 mph (usually fatal) to fewer than 20 mph (usually just minor injuries).

Cons

- Delays in Emergency Response Vehicles

  This is especially true for fire apparatus and ambulance. Because of the heavy weight of fire engines, and delicate instruments and patients within ambulances, these vehicles must almost come to a complete stop when they encounter a bump, dip or sharp curve. Creating bumps, dips, and sharp curves is often precisely the result of many of the traffic calming tools. While these maneuvers will cause moderate discomfort and delay for normal passenger vehicles, they cause a much greater problem for emergency vehicles.

  The time required responding to medical emergencies or building fires by emergency personnel and apparatus has a significant influence on the outcome of the event. In cardiac arrest cases, literally seconds count in the patient's chance of survival. From the moment of collapse, the likelihood for recovery diminished by 10% for each minute which passes. Likewise, in their early stages, fires grow at a geometric rate. Minutes could mean the difference between a small fire easily contained and a fire causing major property loss and possible injury or death. For these reasons, the City's Fire Services Division is concerned with any physical action which would force delay upon responding emergency vehicles.

- Diverting the "Problem" Traffic to Another Neighborhood Street

  Another concern has been the realization that in many instances implementing traffic calming tools would be likely to move the problem rather than solve the problem. In virtually all instances, the traffic being controlled by physical traffic calming tools will not disappear or make major changes in its travel patterns. In most instances the placing of impediments on a particular neighborhood street will merely divert some or all of that traffic to other neighborhood streets.

- Everyone is Inconvenienced

  Enforcement and education efforts aimed at controlling speeds or influence driver behavior impact primarily the irresponsible drivers - usually a relatively small percentage of the driving population. On the other hand, physical traffic calming measures create delay and inconvenience for all drivers using the particular street.

- Benefits Sometimes Very Localized

  While speed humps are generally very effective in reducing speed in the immediate vicinity of the humps, they often result in higher speeds between the humps as drivers try to "make up" for the delay at the humps. Consequently, while using the speed humps to lower the average speed, it is likely that the top speeds on the street will increase. This result has been clearly documented in many studies regarding the use of speed humps or non-warranted stop signs for speed control.

  Other Stage 2 traffic calming actions can also result in benefits near the installation but disadvantages elsewhere within a neighborhood. In the case of neighborhood intersection traffic circles, the results are often similar to speed humps with drivers traveling at higher velocity between the circles to "make up" the lost time. Actions such as diverters, barriers, and medians can often improve the situation where the traffic movement has been prohibited but can significantly worsen the problems to the streets where the traffic has been diverted.

- Actions can be Significant for Certain Types of Vehicles

  Speed humps can significantly increase the cost of maintaining heavy vehicles. While not readily quantifiable, this is an important consideration related to the maintenance cost for fire engines, refuse trucks, etc. This is an especially serious concern for vehicles that will confront the traffic calming actions on a continual or repeated basis.

- Impacts on Parking and Other Road Users

  Bicyclists, pedestrians and any other road user can encounter problems with physical traffic calming measures. All measures are designed to be acceptably safe for all users, assuming that these users are attentive as they proceed down the street. Speed humps and traffic circles, for example, are two of the most popular traffic calming measures. Bicyclists can traverse speed humps at typical cycling speeds without slowing down. However, if the bicyclists is careless (e.g., riding with no hands, not watching the road, no lights at night, etc.), the bicyclist might unexpectedly encounter a hump and be caught off balance. Where lanes are narrowed, bicyclists and drivers usually must share the lane, possibly becoming a problem if traffic volumes

are moderate to high. Traffic circles force drivers to the right at intersections, toward (but not into) the crosswalks, and pedestrians sometimes feel that their safety is being compromised. Residents who are used to parking in front of their homes on the street may also be impacted, as some measures require the prohibition of on-street parking. These disadvantages for various user groups need to be considered along with the recognized benefits of overall traffic speed and volume reduction that result from a traffic calming project.

- Visual Impacts, Noise Impacts and Aesthetic Concerns

  While some traffic calming devices can have favorable aesthetic impacts, others can be, by their nature, unsightly. Actions such as speed humps and diverters most often pose no opportunity for the incorporation of aesthetics and can certainly have negative visual impacts. Additionally, virtually all Stage 2 traffic calming devices require reflective devices, signs and striping which negatively affect the aesthetics of a neighborhood.

  Since these devices are intended to pose obstacles to cars, they must be very well signed, marked and lit in order to minimize potential safety problems and potential liability exposure. While the signing, marking and lighting are clearly justified for those reasons, they certainly negatively impact neighborhood aesthetics.

  Noise in the area of traffic calming devices, such as speed humps, can increase due to the deceleration and acceleration of vehicles. There is also usually noise created by the vehicle traversing a speed hump.

  The City considers the balance of the Traffic Calming pros and cons and recognizes that there are situations where the benefits of traffic calming outweigh the disadvantages. With each individual Neighborhood Traffic Calming Study that is conducted, City staff and residents must carefully weigh these advantages and disadvantages of each traffic calming action.

Traffic Calming Request Form

This form is to enable neighborhoods to request the possible initiation of a traffic calming study in accordance with the Traffic Calming Policy. Please fill out the form (only 1 per request) and submit it to:

The City of Green Bay
The Department of Public Works | Traffic Division
100 N Jefferson Street, Room 300
Green Bay, WI 54301
Attn: Traffic Engineer

1. Contact Information

Name: _____
Address: _____
Phone Number: _____E-mail: _____

2. Please describe the location of the traffic concern. Attach a map or picture if necessary:

_____
_____
_____
_____
_____

3. Please list possible solutions to the problem that you would like the City of Green Bay to consider:

_____
_____
_____
_____
_____

Neighborhood Petition Form

Petition for Neighborhood Traffic Calming Measures

THE UNDERSIGNED AGREE TO THE FOLLOWING:

1. All persons signing this petition do hereby certify that they reside within the impacted area, which is hereby defined as the street segment of:

_____

_____

_____

2. All persons signing this petition do hereby agree of the following problem in the defined impacted area:

_____

_____

_____

3. All persons signing this petition do hereby agree that the following contact person(s) represent the neighborhood as facilitator(s) between the neighborhood residents and the City of Green Bay staff in matters pertaining to items 1 and 2 above:

_____

Name Address Phone #

_____

Name Address Phone #

_____

Name Address Phone #

Use next page or backside for additional signatures...

Only One Signature Per Address

1.	Name (print)	Address	Phone	Signature
2.	Name (print)	Address	Phone	Signature
3.	Name (print)	Address	Phone	Signature
4.	Name (print)	Address	Phone	Signature
5.	Name (print)	Address	Phone	Signature
6.	Name (print)	Address	Phone	Signature
7.	Name (print)	Address	Phone	Signature
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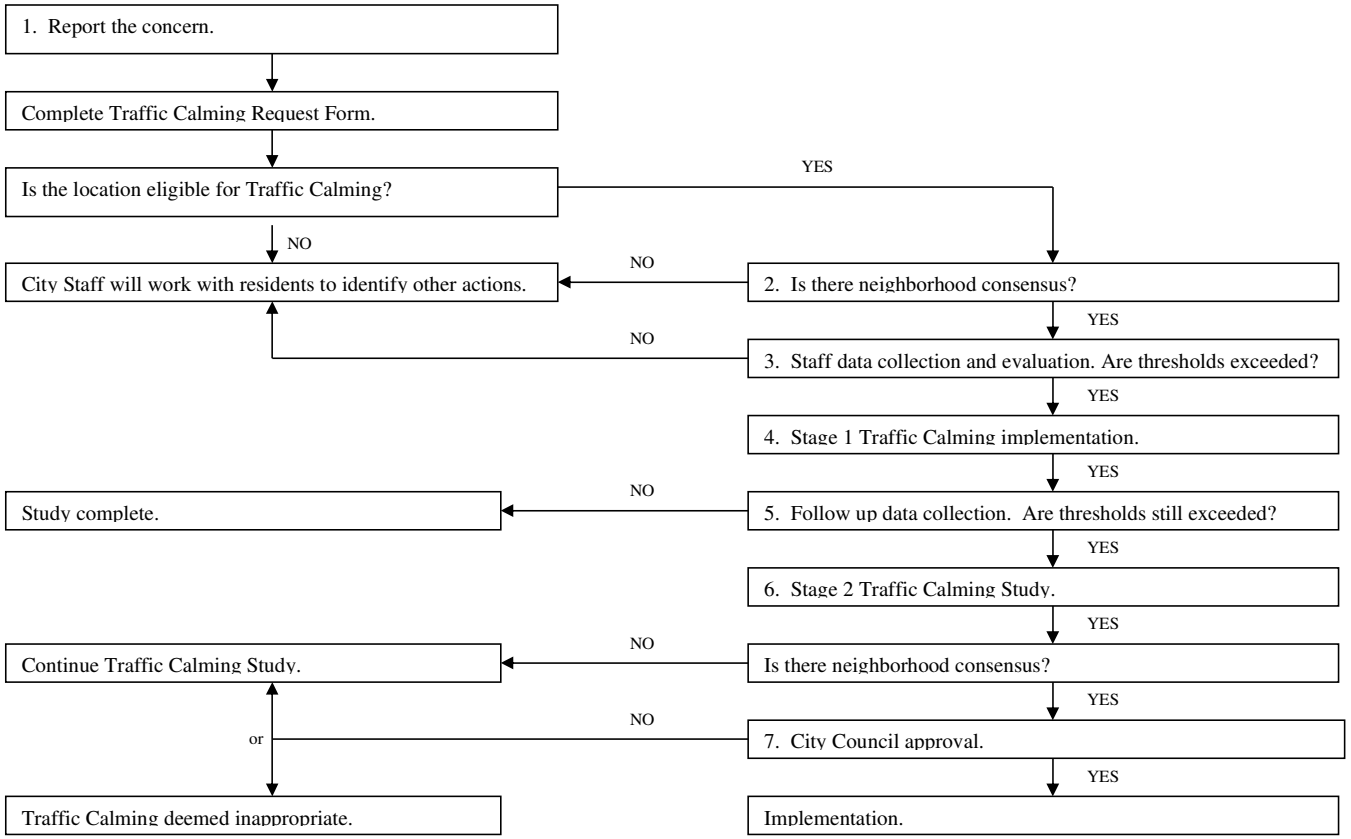
13.	Name (print)	Address	Phone	Signature
14.	Name (print)	Address	Phone	Signature
15.	Name (print)	Address	Phone	Signature
16.	Name (print)	Address	Phone	Signature

Appendix 1 – Traffic Calming Flow Chart



~~Appendix 2 – Point Assignment for Ranking Requests~~

POINT CRITERIA	DESCRIPTION	POINTS
1. Average Daily Traffic Volume (ADT)	(On the segment of the project street having the highest volume) divided by 100.	Max of 30
2. Speed	Percent of vehicles 5 mph over the posted or statutory speed limit (On the segment of the project street having the highest percentage over the limit), divided by 3.	Max of 30
3. Crash Record (Reportable Crashes Only)	Number of crashes per block segment multiplied by 5. Mid-block crashes count as 1. Intersection crashes counts as 1/2 cross street.	Max of 30
4. Elementary, Middle and High Schools	For a public or private elementary, middle or high school within one-quarter mile of the petition area	5
5. Other High Pedestrian Generating Areas	Up to 5 points for each pedestrian oriented facility, such as an ambulatory elderly housing development, library, or a City park on the street or within one-quarter mile of the petition area. For pedestrian oriented facilities grouped together on the subject street or within one-quarter mile of the petition area, up to 5 points for the group.	Max of 10
6. Designated School Walk Route	If the petition area includes one or more Recommended School Walk Routes as designated by the City.	5
	If the petition area includes one or more crossing guard locations	5
7. Designated Bicycle Routes	If the petition area includes one or more subject streets designated as a bicycle route on the Brown County Bicycle and Pedestrian Plan.	5
8. Time on Project List	Any project which has been on the Neigbhorhood Traffic Calming priority ranking list for the previous 2 or more years. This provides recognition for the length of time a neighborhood project has been on the ranking list.	2
9. Scheduled Road Reconstruction	To take advantage of a pending street reconstruction project, a traffic calming project which is desired for a street that is to be reconstructed will be ranked with others on its own merits, and decisions on whether or not to proceed will be decided by t	As applicable per Items 1-8

NOTES:
* A project must score 30 or more points to be considered eligible for further inclusion in the NTCP.
* The point total is considered along with other information when determining the priority of a project.

City of Green Bay

Traffic Calming

ADOPTED: Tuesday, October 22, 2007 by the City of Green Bay Common Council
REVISED: Tuesday, March 18, 2008 by the City of Green Bay Common Council
REVISED: Friday, November 15, 2013 by the City Traffic Engineer (updated web hyperlinks due to city website changes, and Table of Contents Appendix 2 reference correction)
REVISED: Thursday, June 20, 2019 by the City Traffic Engineer (updated web hyperlinks due to city website changes)
REVISED: March 4, 2025 by the City of Green Bay Common Council

Department of Public Works | Traffic Division
100 N. Jefferson Street, Room 300
Green Bay, WI 54301
(920) 448-3100

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What is Traffic Calming?

City of Green Bay residents have expressed concern about speeding and cut-through traffic in residential neighborhoods. In response to public interest the City originally developed a Neighborhood Traffic Calming Policy in 2007.

The Institute of Transportation Engineers defines "traffic calming" as "the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users."

The City of Green Bay also expands this definition to include non-physical measures such as educational programs and enhanced enforcement

What are Traffic Calming Measures?

Traffic calming measures are an attempt to enhance traffic and pedestrian safety and preserve neighborhood character and livability. There are a number of traffic calming devices that are available to achieve this effect. The specific measures are described in more detail below, but can generally be used to address problems with speeding, cut-through traffic, increased volume, and safety. When a traffic calming measure is implemented successfully, it is effective and self enforcing.

Beyond residential neighborhoods, there is a desire to expand traffic calming to some collector roadways. Traffic calming measures are generally incompatible with arterial streets. A primary function of arterial streets is to efficiently and expeditiously move traffic through a corridor.

As considered under this policy, traffic calming measures are largely reactive to observed or perceived concerns; in most cases, from neighborhood residents or businesses. In addition to reactive solutions, City staff will work with developers to consider traffic calming measures to be designed into new subdivisions or on reconstruction projects for existing streets, as appropriate, to address potential conflicts before they arise. Additionally, staff will use input received regarding the need for traffic calming into consideration when designing reconstruction projects for collector and local streets.

Incorporation of traffic calming strategies or measures at the time of original street design, being proactive and not reactive, shall not need to follow Steps 1 through 6 of this Policy, but instead can be proposed as part of the initial design. Should the Department of Public Works not approve measures proposed as part of the initial design of a street, this decision may be appealed to the Improvement & Services Committee.

The Traffic Calming Process?

This section describes the process, regulations, and requirements of the Green Bay Traffic Calming Policy. For a brief overview of the process, see the Traffic Calming flow chart (Appendix 1).

STEP 1 — Report the Problem

If you feel as though you have a speeding or traffic problem on your residential street, the first step is to report the problem to City of Green Bay Traffic staff at (920) 448-3100 or dpwmail@greenbaywi.gov. City staff will note your complaint and provide a Traffic Calming Request Form. This form will also be available at https://greenbaywi.gov/DocumentCenter/View/1579/Traffic-Calming-Request-Form-PDF. When the form is submitted City staff will evaluate the complaint to determine the nature of the problem, and make sure that the location meets the first traffic calming criteria:

The street must be classified as "Residential."

The City will not implement traffic calming measures, or conduct traffic calming studies on "arterial" streets, and Green Bay Metro bus routes. For the City's Roadway Classification Map, please refer to the map available at https://greenbaywi.gov/DocumentCenter/View/4236/Roadway-Functional-Classification-Map. Staff can work with you to identify other actions if your street does not meet this basic criterion.

STEP 2 — Neighborhood Consensus

After the initial report, City staff will request a petition from a representative number of residents in the neighborhood (at least 20%, or 10 residents, whichever is less) to verify that there is a widespread concern for the speeding or traffic issue. After the petition is received, City staff will review it. The petition form is available athttps://greenbaywi.gov/DocumentCenter/View/4239/Traffic-Calming-Petition-Form-PDF.

STEP 3 — Data Collection

When it is determined that a representative number of residents perceive the problem, City staff will collect traffic volume and speed data for the street and observe traffic patterns. Data will be collected through the use of traffic road tubes at a location determined by the Traffic Engineer.

Speeding Problem Thresholds:

- If 15% of the vehicles driving on the roadway are traveling at speeds more than 5 miles per hour (mph) above the posted speed limit, or

- If 5% of the vehicles driving on the roadway are traveling at speeds more than 10 mph above the posted speed limit, then the street would be eligible for Traffic Calming. This last condition applies to situations where the residents' concern is for the few drivers considerably exceeding the speed limit.

Cut-through Problem Threshold:

- In some cases, the reported problem is related to the volume of traffic on the residential street instead of the speed. If the street carries more than 1000 vehicles per day, then the street would be eligible for Traffic Calming.

Other Issues:

- Some traffic problems do not fit neatly into the speeding or cut-through "boxes". City staff will evaluate on a case-by-case basis if a unique issue warrants traffic calming.

STEP 4 — Stage 1 Traffic Calming

If the trouble location exceeds the thresholds identified above, City staff will first suggest possible solutions that do not involve the use of physical controls or impediments on the roadway system. These are primarily education and enforcement based measures called Stage 1 traffic calming. These include:

- **Radar Speed Trailer Deployment** — This is a temporary device that is primarily used to educate motorists regarding the fact that they may be significantly exceeding the posted speed limit. Speed data can and may be collected.

- **Traffic Enforcement Actions** — This is traditional enforcement activity on the part of Green Bay Police Department's traffic enforcement officers. The intent is to modify behavior to result in a safer situation for all drivers and neighbors.

- **Traffic Signing and Pavement Markings** — Traffic Engineering staff will review all of the traffic signing and pavement markings in the area. If necessary, staff will install additional signing or striping. When appropriate, changes and additions will be reviewed with interested neighbors.

- **Driver Feedback Signs –** Traffic Engineering staff will review speed data to determine if placement of a driver feedback sign would assist in achieving voluntary speed limit compliance.

STEP 5 — Follow-up Data Collection

If one or more of the Stage 1 Traffic Calming measures is implemented City staff will wait approximately three to six months and conduct another speed and/or volume data collection. The data will then be analyzed to determine if the Traffic Calming measure was successful. If the measure was successful, and the thresholds identified in Step 3 are not exceeded then the traffic calming process will end at this point.

The City shall follow Step 3, Data Collection, as described on Page 5, and make every effort to collect the follow up data to as close as possible to the location of the original data collected in Step 3.
.
If the location continues to exceed the thresholds for speed and/or volume on a residential street, City staff will move on to analyze possible Stage 2 Traffic Calming methods.

STEP 6 — Stage 2 Traffic Calming Study

City staff will conduct a formal Traffic Calming Study to suggest possible solutions to the problem. The solutions could involve physical modifications of the street intended to control traffic speeds and/or volumes. These are called Stage 2 traffic calming methods. Neighborhood involvement will be a large part of the Traffic Calming Study process.

Possible Stage 2 methods include:

- **Speed Humps**
  Speed humps are approximately 12 feet in width and vary from 2.5 to 4 inches in height. This raised pavement serves to physically force motorists to reduce their speed. In order to be effective, speed humps should be placed no further than 300 feet apart.

  See Figure 1.

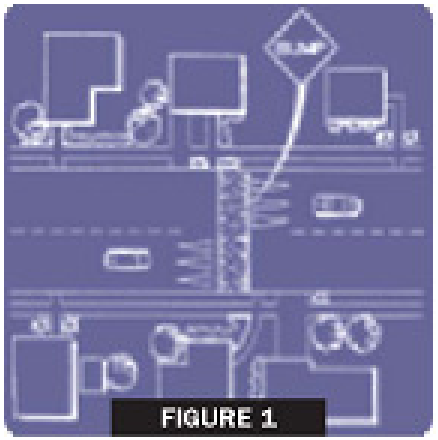

FIGURE 1

- **Speed Tables**
  These are speed humps with a long flat section that are generally used at crosswalk locations. Both speed humps and speed tables require signing and roadway markings to make their presence known to motorists and other roadway users.

  See Figure 2.

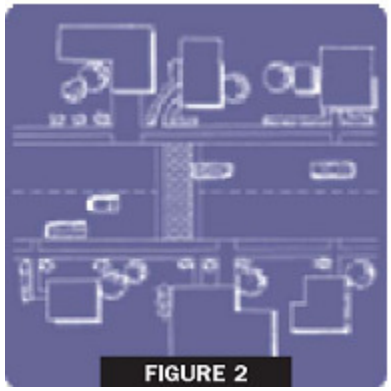
FIGURE 2

- **Traffic Circles**
  This device is a raised circular island in the middle of a residential neighborhood intersection. Direct straight through movements are obstructed by the raised island causing traffic to move to the right and around the circle.

  See Figure 3.

- **Curb Extensions, Chokers, Chicanes**
  These are various methods of narrowing the roadway by extending raised curbs into the street. These can be done at street entries and exits as well as mid-block locations. The narrower street

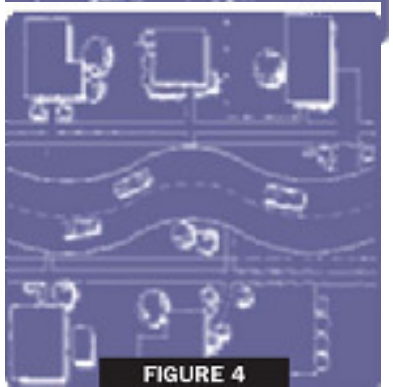
FIGURE 4

generally results in reduced traffic speeds and provides pedestrians with shorter crossing distances.

See Figure 4.

- **Median Entry/Exit Islands**
  These are traffic islands used to create narrower roadway passages at entry and exit points. Median Barriers These can be a barrier or raised island along the center of a roadway to prohibit left turns or crossing traffic.

  See Figure 5.

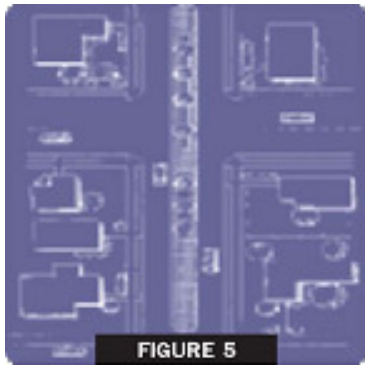
FIGURE 5

- **Mid-Block Raised Medians**
  This is a median placed in the center of a roadway to create a narrower travel way and also reduce pedestrian crossing distances.

  See Figure 6.

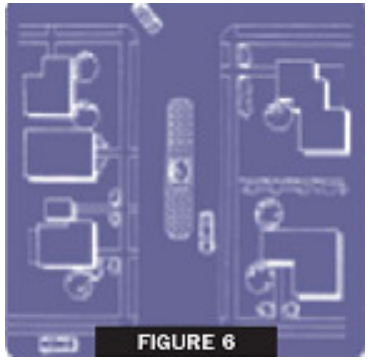
FIGURE 6

- **Forced Turn Islands, Barriers, Channelization**
  These are traffic islands or curbs specifically designed to prevent traffic from making specific movements at an intersection.

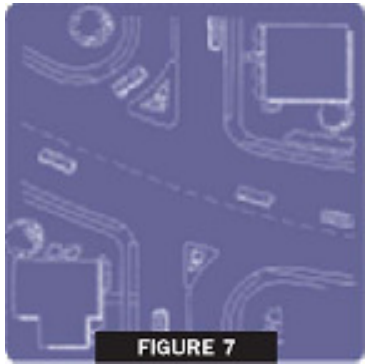
FIGURE 7

See Figure 7.

- **Diagonal Diverters**
  These are barriers placed diagonally across an intersection to force drivers to make a particular turn but not allow other movements.

  See Figure 8

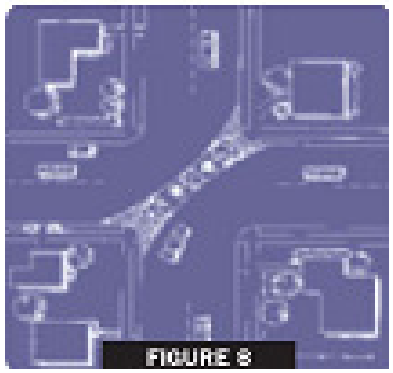
FIGURE 8

- **One-Way Streets**
  This is when traffic on a street is regulated to only allow traffic to flow in one direction. Usually this is accomplished through sign placement.

- **One-Way Chokers, Half-Closures or Semi-Diverters**
  These are barriers to traffic in one direction that permit traffic in the opposite direction to proceed.

  See Figure 9.

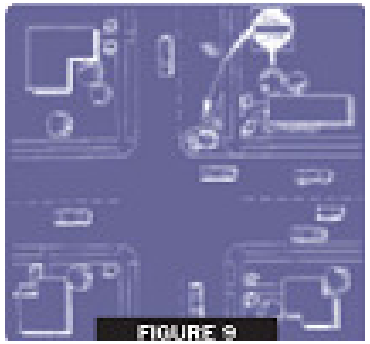
FIGURE 9

- **Street Closures and Cul-de-sacs**
  This is the complete barricade or termination of a street.

  See Figure 10.

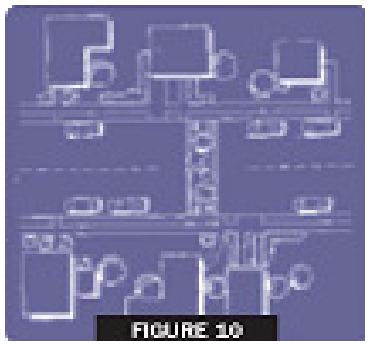
FIGURE 10

The following general criteria must be met to consider the installation of any Stage 2 traffic calming measure:

1. Devices shall be installed only where a minimum safe stopping distance can be provided.

2. The Green Bay Fire Department must approve the plan to assure that emergency response times or access are not negatively affected.

STEP 7 — City Council Approval

Once City staff and the neighborhood have reviewed an appropriate Traffic Calming solution, the proposal will be brought through the Improvement and Services Committee to the City Council for final approval and funding allocation.

Prioritization

Staff will complete Traffic Calming Studies on an "as received" basis. The number of projects initiated each year will depend on City resources. However, the City may consider other compelling issues to determine project scheduling.

The City will notify the project requestors of the status of their request after this step via the City's website by posting the summary report.

Once ranked, a project is considered in the annual priority ranking step for up to three years.
The project requestor will be notified when the three-year limit expires. At that time, a new request may be made to re-enter the project in the program.

The Pros and Cons of Stage 2 Traffic Calming

Before the City decides to consider pursuing Stage 2 traffic calming actions, it is important that the benefits and disadvantages be carefully considered. While Stage 2 actions can be successful, they can also result in problems more significant than the original concern. This section will describe the pros and cons of the Stage 2 traffic calming tools described previously. In most cases, the benefits are predictable, while the disadvantages can be much more unexpected. Consequently, a greater emphasis has been placed on the potential problems so that decisions can be made in a fully informed manner.

Pros

- Traffic Calming Measures Often Achieve the Desired Result

  Physical actions such as the installation of speed humps, traffic circles, street closures, etc. are almost always successful in forcing traffic to behave in an intended fashion. In certain situations, they can achieve the desired result by utilizing a one time capital expenditure and generally low ongoing maintenance costs.

- Permanence

  Stage 2 traffic calming actions are generally viewed as much more permanent solutions than Stage 1 actions. In most instances the alternative approach to the desired result involves repetitive and costly ongoing Stage 1 traffic calming actions. There are significant potential benefits to utilizing Stage 2 traffic calming actions which is why some communities have implemented Stage 2 actions and many other communities are exploring their possible use.

- Accident and Crash Reduction

  One of the most important impacts of traffic calming is the potential reduction in the severity and number of crashes on traffic-calmed streets. Safety is enhanced through increased driver awareness of other street users and reductions in volumes, speeds and conflicts. In the United States, reduction of crashes due to traffic calming measures has been reported to be an overall average of 50 percent. Traffic circles appear to offer the greatest reduction in collisions. Speed reduction is especially important for pedestrian safety, as the severity of injury to a pedestrian when hit by an automobile is dramatically reduced by lowering vehicle speeds from 35 mph (usually fatal) to fewer than 20 mph (usually just minor injuries).

Cons

- Delays in Emergency Response Vehicles

This is especially true for fire apparatus and ambulance. Because of the heavy weight of fire engines, and delicate instruments and patients within ambulances, these vehicles must almost come to a complete stop when they encounter a bump, dip or sharp curve. Creating bumps, dips, and sharp curves is often precisely the result of many of the traffic calming tools. While these maneuvers will cause moderate discomfort and delay for normal passenger vehicles, they cause a much greater problem for emergency vehicles.

The time required responding to medical emergencies or building fires by emergency personnel and apparatus has a significant influence on the outcome of the event. In cardiac arrest cases, literally seconds count in the patient's chance of survival. From the moment of collapse, the likelihood for recovery diminished by 10% for each minute which passes. Likewise, in their early stages, fires grow at a geometric rate. Minutes could mean the difference between a small fire easily contained and a fire causing major property loss and possible injury or death. For these reasons, the City's Fire Services Division is concerned with any physical action which would force delay upon responding emergency vehicles.

- Diverting the "Problem" Traffic to Another Neighborhood Street

  Another concern has been the realization that in many instances implementing traffic calming tools would be likely to move the problem rather than solve the problem. In virtually all instances, the traffic being controlled by physical traffic calming tools will not disappear or make major changes in its travel patterns. In most instances the placing of impediments on a particular neighborhood street will merely divert some or all of that traffic to other neighborhood streets.

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Since these devices are intended to pose obstacles to cars, they must be very well signed, marked and lit in order to minimize potential safety problems and potential liability exposure. While the signing, marking and lighting are clearly justified for those reasons, they certainly negatively impact neighborhood aesthetics.

Noise in the area of traffic calming devices, such as speed humps, can increase due to the deceleration and acceleration of vehicles. There is also usually noise created by the vehicle traversing a speed hump.

The City considers the balance of the Traffic Calming pros and cons and recognizes that there are situations where the benefits of traffic calming outweigh the disadvantages. With each individual Neighborhood Traffic Calming Study that is conducted, City staff and residents must carefully weigh these advantages and disadvantages of each traffic calming action.

Traffic Calming Request Form

This form is to enable neighborhoods to request the possible initiation of a traffic calming study in accordance with the Traffic Calming Policy. Please fill out the form (only 1 per request) and submit it to:

The City of Green Bay
The Department of Public Works | Traffic Division
100 N Jefferson Street, Room 300
Green Bay, WI 54301
Attn: Traffic Engineer

1. Contact Information

Name: _____
Address: _____
Phone Number: _____E-mail: _____

2. Please describe the location of the traffic concern. Attach a map or picture if necessary:

_____
_____
_____
_____
_____

3. Please list possible solutions to the problem that you would like the City of Green Bay to consider:

_____
_____
_____
_____
_____

Neighborhood Petition Form

Petition for Neighborhood Traffic Calming Measures

THE UNDERSIGNED AGREE TO THE FOLLOWING:

1. All persons signing this petition do hereby certify that they reside within the impacted area, which is hereby defined as the street segment of:

_____

_____

_____

2. All persons signing this petition do hereby agree of the following problem in the defined impacted area:

_____

_____

_____

3. All persons signing this petition do hereby agree that the following contact person(s) represent the neighborhood as facilitator(s) between the neighborhood residents and the City of Green Bay staff in matters pertaining to items 1 and 2 above:

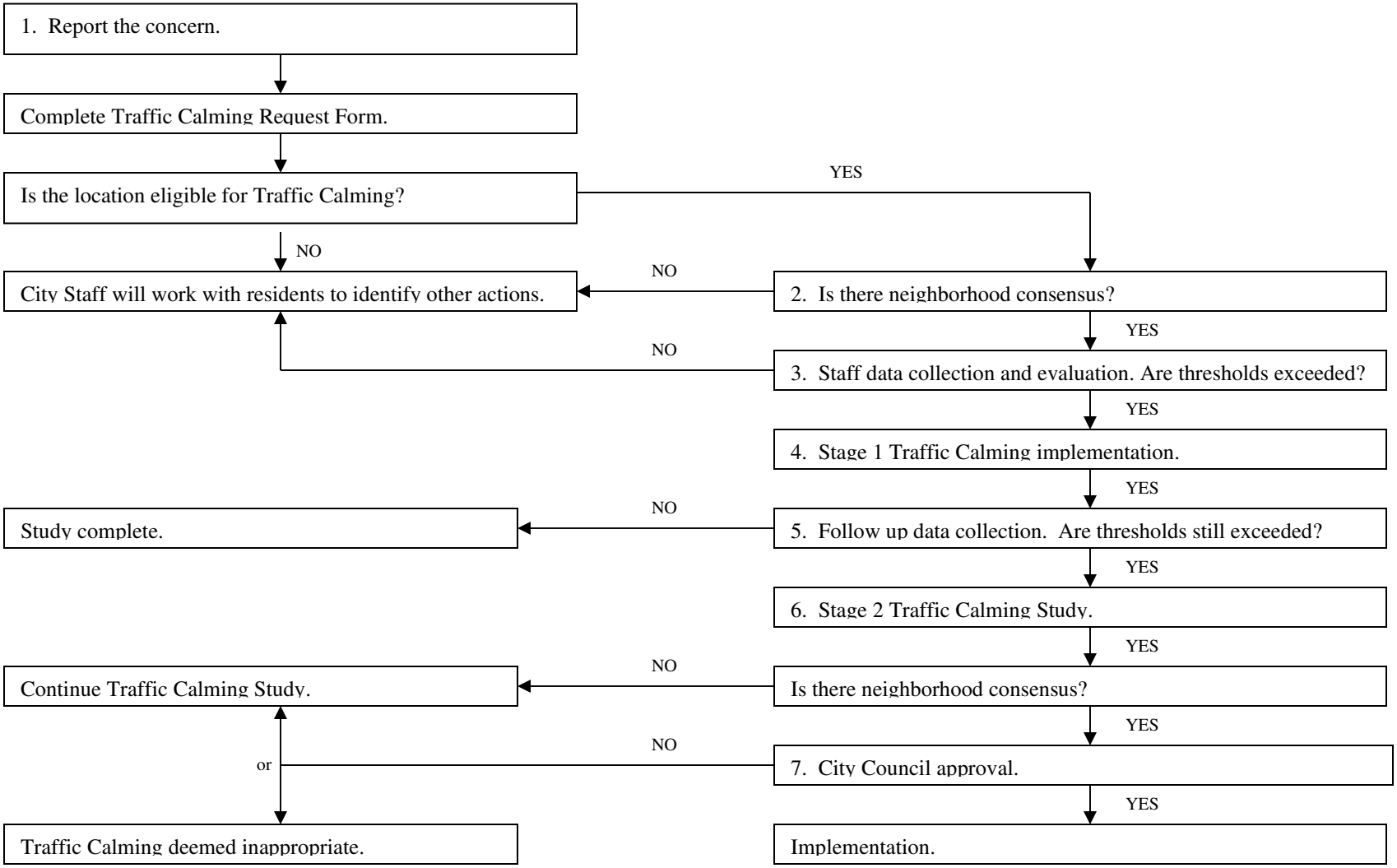
Name	Address	Phone #
Name	Address	Phone #
Name	Address	Phone #

Use next page or backside for additional signatures...

Only One Signature Per Address

1.	Name (print)	Address	Phone	Signature
2.	Name (print)	Address	Phone	Signature
3.	Name (print)	Address	Phone	Signature
4.	Name (print)	Address	Phone	Signature
5.	Name (print)	Address	Phone	Signature
6.	Name (print)	Address	Phone	Signature
7.	Name (print)	Address	Phone	Signature
8.	Name (print)	Address	Phone	Signature
9.	Name (print)	Address	Phone	Signature
10.	Name (print)	Address	Phone	Signature
11.	Name (print)	Address	Phone	Signature
12.	Name (print)	Address	Phone	Signature
13.	Name (print)	Address	Phone	Signature
14.	Name (print)	Address	Phone	Signature
15.	Name (print)	Address	Phone	Signature
16.	Name (print)	Address	Phone	Signature

Appendix 1 – Traffic Calming Flow Chart



Report to the
Traffic, Bicycle and Pedestrian Commission of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # R.6

To approve the traffic calming policy to include traffic calming measures on collector streets within the City as amended.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Sustainability Commission of the City of Green Bay

MEETING DATE

January 21, 2025

AGENDA ITEM # S.1

To hold until the next Sustainability Commission meeting, the item regarding recommendations and guidance for hosting sustainable city-sponsored events and positioning Green Bay as a sustainability-forward community as part of the 2025 NFL Draft event.

BACKGROUND

The recommendations offer guidance to the City of Green Bay to host sustainable events that minimize environmental impact, support the local economy, and inspire the community to embrace eco-friendly practices. From waste management and energy use to transportation, purchasing, and vendor engagement, these strategies aim to set a new standard for green events in the region. By incorporating measurable goals, clear action steps, and community collaboration, the City ensures that each event not only delivers memorable experiences but also contributes to a healthier, more sustainable future for all.

RECOMMENDATION

Recommendations are currently being reviewed by city staff.

FISCAL IMPACT

ATTACHMENTS

1. DRAFT Sustainable Events Guidance from Sustainability Commission 12-2024

These recommendations offer guidance to the City of Green Bay to host sustainable events that minimize environmental impact, support the local economy, and inspire the community to embrace eco-friendly practices. From waste management and energy use to transportation, purchasing, and vendor engagement, these strategies aim to set a new standard for green events in the region. By incorporating measurable goals, clear action steps, and community collaboration, the City ensures that each event not only delivers memorable experiences but also contributes to a healthier, more sustainable future for all.

Waste Management

Goal: Maximize diversion of waste from landfills through recycling, composting, and waste reduction strategies.

- **Recycling:** Aluminum cans, glass bottles, cardboard, uncoated paper, #1 and #2 plastics.
    - Set up clearly labeled, color-coded bins for recycling at all event points.
    - Use transparent bin liners for easy monitoring and to reduce contamination.
    - Partner with a local recycling facility to manage pickup and sorting.
- **Composting:** Food scraps, compostable tableware, and biodegradable decorations.
    - Contract with one or more local composting services to support specific events.
    - Contact compost facilities to confirm they can handle post-event volumes and accept compostable service ware.
- **Waste Prevention:** Reduce the amount of waste generated per event.
    - Collaborate with food donation organizations to redistribute unused food.
    - Partner with vendors offering a cup deposit system (e.g., customers pay a refundable deposit for reusable cups at events).
    - Provide refillable water stations to reduce single-use plastic waste.
    - Use materials that can be reused for future city events to reduce one-time waste.
    - Provide waste management education:
        - Provide on-site volunteers to assist attendees in correctly sorting their waste.
        - Include signage at all waste stations explaining what can be recycled or composted.
        - Post QR codes for waste sorting instructions and sustainability facts.
        - Create a social media campaign to educate attendees about sustainability efforts and how they can participate.
        - Engage local schools and community groups in providing recycling education at events.
    - Set a target to divert at least 90% of waste from landfills during the events.
        - Work with vendors and contractors to align their practices with the City's zero waste objectives.
        - Conduct a waste audit during and after the event to measure success and identify areas for improvement.

Energy

Goal: Harness renewable and energy-efficient solutions to minimize the environmental impact of event operations while showcasing leadership in clean energy practices.

- Use renewable energy sources, such as modular solar, for powering temporary features such as stages, lighting, and other equipment.
- Partner with local utilities to provide green power for the events.
- Incorporate energy-efficient LED lighting and equipment where possible.

Transportation & Accessibility
Goal: Facilitate and incentivize sustainable, low-carbon transportation options to reduce the event's transportation footprint and ensure accessibility for all attendees.

- Promote sustainable transportation options for attendees, such as biking, walking, carpooling, or public transit.
- Provide bike racks or secure storage areas at event sites to encourage cycling.
- Offer incentives or discounts for attendees who use public transportation.

Purchasing and Vendor Guidelines
Goal: Prioritize sustainable products and practices while supporting local and eco-conscious vendors.

- **Sourcing Priorities**
    - Reusable: Encourage reusable tableware, drinkware, and service items.
    - Recyclable: Choose materials with high local recycling rates, such as aluminum and uncoated paper products.
    - Compostable: For single-use items, consider those that are compostable and free of harmful additives (e.g., PFAS-free).
    - Eco-friendly promotional items: Focus on practical and eco-friendly giveaways like seed packets, reusable straws and utensils, and reusable cups and glasses.
    - Energy-efficient technology: Use LED lighting, energy-efficient appliances, and low-carbon generators.
    - Preference for local and regional suppliers to minimize transportation emissions.
    - Preference for vendors certified to a sustainable business standard
- **Sustainability Clauses in Contracts**
    - Encourage vendors to act to reduce environmental impacts.
    - Provide guidelines for vendors specifically regarding how to minimize food waste.
    - Encourage use of eco-friendly packaging for all goods and services.

Monitoring & Reporting
Goal: Establish systems to measure, evaluate, and communicate the environmental impact of events, driving continuous improvement for future events.

- Track waste diversion rates (recycling, composting, reclamation) and compare performance to TRUE Zero Waste standard as benchmark.
- Require vendors to submit sustainability metrics (e.g., energy use, waste generated, avoided greenhouse emissions).
- Share post-event sustainability impact reports with stakeholders to maintain transparency and build momentum for future improvements.

Report to the
Sustainability Commission of the City of Green Bay

MEETING DATE

January 21, 2025

AGENDA ITEM # S.2

To approve the 2025 meeting schedule of the Green Bay Sustainability Commission.

BACKGROUND

Proposed 2025 Green Bay Sustainability Commission meeting schedule:

- January 16- Third Thursday
- February 19 , Third Wednesday
- March 19 , Third Wednesday
- April 16 , Third Wednesday
- May 21 , Third Wednesday
- June 19 , Third Thursday
- July 16 , Third Wednesday
- August 20 , Third Wednesday
- September 17 , Third Wednesday
- October 16 , Third Thursday
- November 20 , Third Thursday
- December 17 , Third Wednesday

RECOMMENDATION

To approve the 2025 meeting schedule.

FISCAL IMPACT

None.

ATTACHMENTS

None

Report to the
Sustainability Commission of the City of Green Bay

MEETING DATE

January 21, 2025

AGENDA ITEM # S.3

To receive and place on file the 2024-2025 Sustainability Commission Workplan; Ordinance establishing the Green Bay Sustainability Commission; and Agenda Item Template.

BACKGROUND

Discussion of the workplan, ordinance, and agenda template to lay the groundwork for 2025 commission meetings and activities.

RECOMMENDATION

FISCAL IMPACT

None.

ATTACHMENTS

1. Sustainability Commission Ordinance_Signed 2018
2. GB Sustainability Commission Plan 2024-25_Final version
3. Sustainability Commission agenda items template

GENERAL ORDINANCE NO. 9-18

**AN ORDINANCE
CREATING SECTION 1.67,
GREEN BAY MUNICIPAL CODE,
RELATING TO THE SUSTAINABILITY COMMISSION**

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

SECTION 1. Section 1.67, Green Bay Municipal Code, is hereby created to read:

1.67 SUSTAINABILITY COMMISSION.

(1) Purpose. The protection, stewardship, improvement, and promotion of the environment is a public necessity and is required in the interest of health, prosperity, safety, and welfare of the Green Bay community for present and future generations. The Sustainability Commission is hereby established to explore sustainability initiatives that can be implemented in Green Bay, with the ultimate goal of providing a more sustainable, livable, and healthy community.

(2) Definitions.

(a) "Commission" means the Sustainability Commission.

(b) "Sustainability" means the quality of not being harmful to the environment or depleting natural resources, and thereby supporting long-term ecological balance.

(3) Sustainability Commission composition. The Commission is hereby created, consisting of nine members. Of the membership and if available in the community, one shall be an alderperson, one shall be a City employee, and seven shall be citizens. All members shall have demonstrated interest in environmental stewardship; sustainable business practices, development or technology; green building and design; renewable energy; energy efficient transportation; and recycling and waste management. To the extent possible, members appointed shall represent a diverse range of interest and expertise in sustainability, economic backgrounds and interests, and ethnic and cultural affiliations, including educators and students in the aforementioned fields. The Mayor shall appoint the commissioners, subject to confirmation by the Common Council. Of the initial members appointed, two shall serve a term of one year, three shall serve a term of two years, and three shall serve a term of three years; the alderperson shall finish his or her term. Thereafter, the term for each member shall be three years, except for the alderperson who shall serve a term of two years. Each member is subject to the Code of Ethics as outlined in Green Bay Municipal Code § 1.90.

(4) Powers and duties of the Sustainability Commission. The authority and activities of the Commission shall be advisory, and it shall act in a cooperative capacity and rely upon voluntary compliance. The basic function of the Commission shall be the promotion of sustainable initiatives. The duties of the Commission shall be to:

(a) Advise the Mayor and the Common Council with regard to policies, budgets, and regulations related to sustainable policies and practices relative to the environment, including but not limited to natural resources, energy, food waste, hazardous materials and pollution;

(b) Advise municipal efforts to engage the community in a broad range of sustainable initiatives;

(c) Consult with private entities, higher education institutions, and the community with regard to the City's sustainable initiatives;

(d) Coordinate and support efforts to unite and focus municipal programs and services as they relate to sustainable initiatives.

SECTION 2. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this 17 of July, 2018.

APPROVED:

Mayor

ATTEST:

Kris A. Teske

Clerk

KKJ

6/05/18

PRESS-GAZETTE media
A GANNETT COMPANY

STATE OF WISCONSIN
BROWN COUNTY

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GREEN BAY WI 543015006

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Total Ad Cost:	$37.80
Published Dates:	07/20/18

(Signed) _____ **(Date)** 7/30/18
Legal Clerk

Signed and sworn before me

Tara Mondloch

My commission expires Aug 6, 2021

TARA MONDLOCH
Notary Public
State of Wisconsin

CITY OF G B CLERKS OFFICE
Re: 7-17 Ords.

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City of Green Bay Sustainability Commission 2024-25 Work Plan

Purpose of this Document: This work plan is intended to focus on the work of the Sustainability Commission and to provide transparency to the Common Council, Mayor, city staff, and citizens of Green Bay. While there are many sustainability issues that need addressing, we have limited our focus to these four categories and identified specific goals and actions that we as a city can tangibly address. This document is not a final product, but rather an overview of what we intend to take on. This document also outlines how we may consider new issues that are brought to our attention throughout the year, and general principles on how we will act on all of our goals. We will update our work plan at the beginning of every year. The duration of this document will coincide with the appointed alderperson's two-year terms.

Process: Once developed, all actions and proposals outlined in this work plan will go from the Sustainability Commission to the necessary committee or staff before going to the Common Council. We know that every action we propose must be rooted in data and make effective use of limited financial and staff resources, while addressing environmental impacts, and improving the quality of life in Green Bay. Sustainability, after all, considers the long-term economic, social, and environmental costs of the impact of our actions as a community. Those unsure of the proven data that back our proposals are welcome to ask questions when presented to them. This work plan is not a data-driven policy proposal but an internal tool to drive and provide transparency to our work.

Clean Energy:

- **Goals**
  - 100% clean energy and carbon neutrality for the City of Green Bay by the year 2050 (Resolution 5/4/2021).
- **Research, Data, or Evidence**
  - *Clean Energy Green Bay Plan* - adopted December 2023
- **Actions**
  - Assist staff in researching a tracking and reporting method or tool to assess progress on CEGB implementation.
  - Organize a business and industry working group to share best practices that result in reducing energy consumption and greenhouse gas emissions.
  - Support Clean Energy Connector employee in education and outreach for community.
  - Provide support for city operational projects and upgrades.
- **Target Dates**
  - Research possible carbon emissions tracking and reporting tools the City could use by the end of 2024.
  - Launch business working group by 2025.
  - Other actions are ongoing.
- **Partners**
  - Internal City employee energy team (in-progress)
  - WPS
  - Wisconsin Local Government Climate Coalition
  - Green Bay Metro Transit
  - Green Bay Water Utility
  - Green Bay Neighborhoods
  - Focus on Energy
- **Funding Sources**
  - Grants
- **Point People:** Seth Hoffmeister, Christa Kananen, Jenny Brinker

City of Green Bay Sustainability Commission 2024-25 Work Plan

Climate Resilience:

- **Goal:** Strengthen the community's resilience and adaptive capacity to climate-related hazards.
- **Research, Data, or Evidence**
  - Summary document of local climate changes, projections and impacts (UW Sea Grant) (pending April 2024)
  - Flood vulnerability analysis (UW Sea Grant)
  - Heat Vulnerability analysis (UW Sea Grant) (pending March 2024)
  - "Perfect storm" coastal flooding scenario (UW Sea Grant) (pending May 2024)
  - Flood Resilience Community Assessment Summary (East River Collaborative, 2022)
  - City of Green Bay Green Stormwater Infrastructure Plan (2023)
  - City of Green Bay Comprehensive Plan (in development)
- **Actions**
  - Identify social, economic and environmental risks due to projected impacts.
  - Integrate Commission's sustainability goals into comprehensive plan.
  - Identify opportunities to increase resilience through greening the city (e.g., native plantings, GSI, trees)
- **Target Dates**
  - Ongoing
- **Partners**
  - UW Sea Grant
  - East River Collaborative
  - NEW Water
  - The Nature Conservancy
- **Funding Sources**
  - Wisconsin Coastal Management Program
  - Fund for Lake Michigan
  - NOAA
  - National Fish and Wildlife Foundation
- **Point Person:** Julia Noordyk

Healthy Habitat for All:

- **Goal:** To create and preserve connected, productive, and safe habitat corridors in Green Bay's land, air and water by 2030.
- **Research, Data, or Evidence**
  - Maps of pollinator habitat
  - Other municipality experience with Integrated Pest Management
- **Actions**
  - Assist and recognize pollinator habitat plantings by GBCC and other groups.
  - Explore using native plants first as city policy.
  - Establish pesticide use policy for City operations.
- **Target Dates**
  - Use GBCC maps from 2023 to identify areas to plant in 2024-25. Plant/advertise plantings beginning May 2024. Advertise PC Survey beginning Jan 2024.
  - Explore native plant policy beginning in April 2024 for May 2025 implementation.
  - Pass pesticide use policy by April 2024.
- **Partners**

    - Wild Ones
    - NEW Master Gardeners
    - Green Bay Conservation Corps.
    - DNR
    - U.S. Fish and Wildlife Service
    - Green Bay Conservation Partners
    - Neighborhood Associations
- **Funding Sources**
    - Green Bay Conservation Corps
    - Grants
    - Neighborhood donations
- **Point People:** Ned Dorff, Kaurie Mihm

Waste Reduction:

- **Goal:** Reduce amount of organic waste entering our landfill system
- **Research, Data, or Evidence**
    - USDA Composting & Food Reduction Program
    - US EPA Food waste program
    - ReFED
    - Wisconsin municipal programs
- **Actions**
    - Establish a program to provide home composting bins throughout the community.
    - Establish pilot collection program.
    - Identify end location and use for organic material.
    - Educate the public on food waste reduction.
    - Reduce contamination.
- **Target Dates**
    - Compost bin sales in 2025.
- **Partners**
    - Public Works
    - Parks Dept.
    - UWGB
    - NWTC
    - Organics Facility/Farm
    - Compost Collector
- **Funding Sources**
    - USDA Composting & Food Reduction Cooperative Agreements
    - US EPA Grant Programs
- **Point People: Mark Walter**

Marketing and Public Outreach:

- **Goal:** Increase visibility of and build support for the City's sustainability goals and achievements.
- **Research, Data, or Evidence**
- **Actions**
    - Identify important City initiatives and promotional opportunities.
    - Participate in and table at three community events annually.
    - Help create content for a website hub of sustainability information.

    - Participate in at least one service project with an area sustainability partner.
    - Explore options for sustainability related notifications through email.
- **Target Dates: Ongoing**
- **Partners**
    - Green Bay Conservation Corps
    - Bid Districts
    - Neighborhood Associations
- **Funding Sources**
    - Advise staff to incorporate digital marketing budget within grant proposals.
    - Under investigation: Add City budget item for promoting City of Green Bay sustainability.
- **Point People:** Kaurie Mihm, Julia Noordyk, Vacancy

Criteria for Taking on New Issues:

The Sustainability Commission will use these goals to guide our work, however we rely on input from community members to drive our work. Any ideas from council members, city staff, or citizens will be considered with the following questions in mind:

- How does this fit in with the current goals?
- Can taking this on help further the mission and make an impact on sustainability in Green Bay?
- Who will be leading this effort? Commission members? Citizen? City staff? What is the capacity to take this on?
- What research is required to move forward on this?
- If the Sustainability Commission is unable to take on new issues, can it be revisited in the future?
- Is the Sustainability Commission the most appropriate board to address this? Is there a committee, commission, or department better suited to address it?

General Goals and Principles for Each Issue Area:

- Community Involvement: Our work will be more effective when the public is informed and involved in developing and implementing work identified in the work plan. We will strive to create pathways for involvement in all facets of our work, including but not limited to creating work groups, holding listening sessions, speaking to organizations, distributing surveys, and seeking the input of our fellow neighbors.
- Public Outreach and Awareness: We will strive to amplify our work to the community. Specifically, we will increase our social media and web presence, and update the Sustainability Commission webpage to include relevant information to ongoing work.
- Racial Justice, and Equity: Often those most impacted by pollution are the most marginalized in our society. We see the intersections between race, class, and environmental impacts and will center that in our work. We will strive to involve community members most impacted by environmental injustice to be a part of the solutions.
- Data and Research Driven: There are volumes of peer-reviewed data and research on the issue areas. The Sustainability Commission knows it is important to present reasons why our solutions will help and will include detailed reasons why before any votes by the Common Council. This commission has members with expertise in a variety of issue areas, and access to networks of experts outside of our skill sets.

- Fiscal Responsibility: Sustainability projects done right can save the city and community money in the long-term. Every policy proposal and action brought forth will demonstrate that. Even with long-term cost savings, we recognize up-front costs of implementing sustainability proposals can be a constraint. As such, the Sustainability Commission will identify grant funding opportunities, volunteer experts, and present the Common Council with the most fiscally responsible options with any possible policies.

Sustainability Commission Agenda Item Submission Template

Agenda Item Title:

(Provide a clear and concise title for the agenda item.)

Category:

- Regular Business (action item to be voted on)
- Informational
- Work Group Update
- Announcement
- Presentation

---

1. Background Information:

(Provide a brief overview or context for the agenda item. Include any relevant history or details.)

2. Recommendation:

(State the recommendation or desired action to be taken by the Commission.)

3. Fiscal Impact:

(Describe the financial implications of this item, if any. State “None” if there is no fiscal impact.)

4. Attachments or Supporting Documents:

(List and attach any relevant documents, reports, or visuals to support the agenda item.)

For Work Group Updates Only:

- **Work Group Name:**
  (Enter the name of the work group.)
- **Update Summary:**
  (Provide a short summary of the work group’s recent activity or progress.)
- **Attachments (if applicable):**
  (List and attach supporting documents if needed.)

For Announcements Only:

- **Announcement Summary:**
  (Provide a 1-2 sentence summary of the announcement; include hyperlinks if applicable.)

For Presentations Only:

- **Summary:**
  (Provide a 1-2 sentence summary of the presentation and how it supports or relates to goals identified within the amended *City of Green Bay Sustainability Commission 2024-25 Work Plan*.)
- **Name of presentation**
- **Name of speaker**
- **Slides and other information to be shown**

Report to the
Sustainability Commission of the City of Green Bay

MEETING DATE

January 21, 2025

AGENDA ITEM # S.4

To receive and place on file the reports of the Clean Energy work group and Youth Engagement work group.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Staff Reports

Report to the
Sustainability Commission of the City of Green Bay

MEETING DATE

January 16, 2025

AGENDA ITEM # G.2.a

Resiliency Coordinator report

BACKGROUND

1. The draft Sustainable Events Guidance document is being reviewed for input by staff, with the goal of being on the next Sustainability Commission meeting agenda.
2. Wisconsin Emergency Management notified the City of Green Bay the implementation grant application under Wisconsin's 2024 Pre-Disaster Flood Resilience Grant (PDFRG) program has been selected for funding for East River Emilie Park wetland restoration for flood resiliency. The grant funding still needs to go through the City's formal grant acceptance process.
3. The Resiliency & Sustainability staff team had a kick-off meeting January 13. Twelve staff from 8 departments attended the kick-off meeting. Establishing a Resiliency & Sustainability Hub on the City's website was discussed and annual reporting for 2024 Green Tier Legacy Community report.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

TO: City of Green Bay Sustainability Commission

FROM: Valerie Joosten, Utility Manager

CC: Melissa Schmitz, Resiliency Coordinator

DATE: January 10, 2025

RE: 2024 Summary of Green Stormwater Infrastructure Improvements

Green stormwater infrastructure (GSI) are stormwater management practices that mimic the natural environment by capturing, storing, treating and slowly releasing stormwater runoff thereby improving water quality and reducing the peak load on the stormwater drainage systems and receiving waters. Examples of GSI include bioswales, biofilters, green roofs, porous pavement, etc.

In 2022, the City audited and updated the municipal code to identify and remove barriers to GSI so that it could become an acceptable and preferred approach to managing stormwater. Subsequently in 2023, the City finalized a City-Wide Green Stormwater Infrastructure Plan (GSI Plan) to identify priority areas for GSI strategies, estimate cost effectiveness of GSI, and develop design and maintenance guidance for GSI projects.

Since then, GSI continues to be developed within the City of Green Bay for stormwater management. The choice to select GSI to manage stormwater is based on many factors including site constraints, construction and maintenance costs, and performance (water quality and quantity benefits). When designing a site, engineers will evaluate and select the most effective stormwater management option to meet the project goals. Wet ponds, dry ponds, underground storage, synthetic turf with underdrains, and catch basins are examples of other viable stormwater management options that are used, but not classified as GSI. To enhance the wet ponds and dry ponds, the City will often incorporate native vegetation within and around the pond in lieu of rip rap or non-native vegetation.

This memo provides a summary of the GSI activity within the City during the 2024 calendar year.

<u>Private Stormwater Management Practices</u>

Development and redevelopment project that meet certain criteria are required to develop a stormwater management plan and construct stormwater management practices. In 2024, the City issued stormwater management permits for 28 properties undergoing development or redevelopment where stormwater management practices were required. Fourteen (14) of these projects, or 50% of the permitted projects, incorporated GSI as shown in green in the table below.

2024 Permitted Post-construction Stormwater Management Practices within the City

Site Name	Location	Stormwater Management Practice Type(s)
8 Lot Residential Development	Janice Ave. / Florence Ave. / Vernon Ct.	Swale and biofilter.
Surgical Center	3164 Finger Road	Biofilter
New Multi-Tenant Building	3112 Finger Road	Biofilter
Building Addition and Plaza Prebble High School	2222 Deckner Avenue	Underground storage
West HS - Athletic Complex Redevelopment	966 Shawano Avenue	filter strips, underground detention, sumps, porous pavement
Former Sears Site Military and Mason	1555 W Mason Street	Underground detention (Stormtech chambers), proprietary devices (Upflo Filters), catch basins
Farlin Park	1510 Harold Street	Bioretention, filter strips, existing swale
Aldo Leopold Playground Redevelopment	622 Eliza Street	Synthetic Turf w/ Underdrains
Prestige Cabinets Building Addition	2550 Larsen Road	Bioretention pond and catch basin - existing
Bay Beach Wildlife Sanctuary Parking Lot Expansion	1660 East Shore Drive	Biofilters (x4)
Seymour Park amenities related to pond project	330 S. Oakland	using newly constructed regional pond
Bay City Baptist Church New Soccer Field and Drive	1840 Bond Street	Wet pond (adjacent to an existing wet pond)
McDonald Lumber Proposed Fuel Cell	2020 Angie Avenue	Oil Skimmer in CB, storm discharges to regional pond
Caraton Commons Expansion	655 Woodside Road	Bio-retention pond
New Kwik Trip	1039 W. Mason Street	Wet Pond
Elevate Apartments	2540 University Ave	Wet pond
P&G - Project Tundra	501 Eastman Ave	Wet Pond
New Restaurant and 2 Leasable Spaces	2256 Main Street	Biofilter
New East River Trail - Main St Plaza	1368 Main Street	Biofilter/Underground Storage
New Self Storage Building	145 N Henry St	Wet Pond
JBS Development	23-243-1	Wet Pond and Biofilter
P&G Employee Parking Lot Reconstruction	3388 E Mason Street or 1145 S Huron Road	Wet ponds - existing (no changes)
Schoen Street Condo Rentals Parking Lot	745 S Huron Road	Biofilter (separate plan from older pond to south)
Bay Beach Master Plan	1313 Bay Beach Rd	Wet Pond and Biofilter
NeighborWorks Multi-Family Development	821 Chestnut St	Catch basins
Cherry St Apartments	221 Cherry St	Green Roof
Cleveland Hardware and Forging Co	3855 Finger Rd	Wet Pond
Notre Dame Athletic Facilities Redevelopment	610 Maryhill Dr	Synthetic Turf w/ Underdrains

City of Green Bay – Stormwater Management Practices

The City of Green Bay's stormwater utility is responsible for maintaining regional stormwater management practices and those located within the right of way. In 2024, the City accepted ownership of 4 privately owned stormwater management ponds (The Woods at Bairds Creek Subdivision, Stone Gardens Subdivision, Mahone Creek Estates and Mahone Creek Estates 1st Addition) and added a new regional wet pond and swale at Seymour Park. The City plans to maintain or restore native vegetation at the majority of these ponds through its vegetative maintenance contractor(s). In total, the City will be adding 10 City owned wet ponds to the vegetation maintenance contract with the intent of establishing or maintaining native vegetation and controlling invasive species.

Energize Green Bay

Campaign Updates – January 9, 2025

1. **Website Launch**: The campaign website (greenbaywi.gov/energize) launched in December and has attracted 242 visitors, mainly homeowners interested in rooftop solar, energy-efficient appliances, and home efficiency.
2. **Press Conference**: Held at Villa West Housing Facility, featuring Mayor Genrich, WHPC's Mou Vang, and the Clean Energy Connector. The event marked the Clean Energy Green Bay plan's first anniversary, receiving coverage from local news outlets and Wisconsin Public Radio.
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9. **Upcoming Partnerships**:
   - Plans include a post-NFL Draft small business sustainability summit with *The Business News.*
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Report to the
Sustainability Commission of the City of Green Bay

MEETING DATE

January 21, 2025

AGENDA ITEM # S.5

To receive and place on file Staff Reports: GSI Memo from Utility Manager; Clean Energy Connector Update; Resiliency Coordinator item report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Staff Reports

Report to the
Sustainability Commission of the City of Green Bay

MEETING DATE

January 16, 2025

AGENDA ITEM # G.2.a

Resiliency Coordinator report

BACKGROUND

1. The draft Sustainable Events Guidance document is being reviewed for input by staff, with the goal of being on the next Sustainability Commission meeting agenda.
2. Wisconsin Emergency Management notified the City of Green Bay the implementation grant application under Wisconsin's 2024 Pre-Disaster Flood Resilience Grant (PDFRG) program has been selected for funding for East River Emilie Park wetland restoration for flood resiliency. The grant funding still needs to go through the City's formal grant acceptance process.
3. The Resiliency & Sustainability staff team had a kick-off meeting January 13. Twelve staff from 8 departments attended the kick-off meeting. Establishing a Resiliency & Sustainability Hub on the City's website was discussed and annual reporting for 2024 Green Tier Legacy Community report.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

TO: City of Green Bay Sustainability Commission

FROM: Valerie Joosten, Utility Manager

CC: Melissa Schmitz, Resiliency Coordinator

DATE: January 10, 2025

RE: 2024 Summary of Green Stormwater Infrastructure Improvements

Green stormwater infrastructure (GSI) are stormwater management practices that mimic the natural environment by capturing, storing, treating and slowly releasing stormwater runoff thereby improving water quality and reducing the peak load on the stormwater drainage systems and receiving waters. Examples of GSI include bioswales, biofilters, green roofs, porous pavement, etc.

In 2022, the City audited and updated the municipal code to identify and remove barriers to GSI so that it could become an acceptable and preferred approach to managing stormwater. Subsequently in 2023, the City finalized a City-Wide Green Stormwater Infrastructure Plan (GSI Plan) to identify priority areas for GSI strategies, estimate cost effectiveness of GSI, and develop design and maintenance guidance for GSI projects.

Since then, GSI continues to be developed within the City of Green Bay for stormwater management. The choice to select GSI to manage stormwater is based on many factors including site constraints, construction and maintenance costs, and performance (water quality and quantity benefits). When designing a site, engineers will evaluate and select the most effective stormwater management option to meet the project goals. Wet ponds, dry ponds, underground storage, synthetic turf with underdrains, and catch basins are examples of other viable stormwater management options that are used, but not classified as GSI. To enhance the wet ponds and dry ponds, the City will often incorporate native vegetation within and around the pond in lieu of rip rap or non-native vegetation.

This memo provides a summary of the GSI activity within the City during the 2024 calendar year.

<u>Private Stormwater Management Practices</u>

Development and redevelopment project that meet certain criteria are required to develop a stormwater management plan and construct stormwater management practices. In 2024, the City issued stormwater management permits for 28 properties undergoing development or redevelopment where stormwater management practices were required. Fourteen (14) of these projects, or 50% of the permitted projects, incorporated GSI as shown in green in the table below.

2024 Permitted Post-construction Stormwater Management Practices within the City

Site Name	Location	Stormwater Management Practice Type(s)
8 Lot Residential Development	Janice Ave. / Florence Ave. / Vernon Ct.	Swale and biofilter.
Surgical Center	3164 Finger Road	Biofilter
New Multi-Tenant Building	3112 Finger Road	Biofilter
Building Addition and Plaza Prebble High School	2222 Deckner Avenue	Underground storage
West HS - Athletic Complex Redevelopment	966 Shawano Avenue	filter strips, underground detention, sumps, porous pavement
Former Sears Site Military and Mason	1555 W Mason Street	Underground detention (Stormtech chambers), proprietary devices (Upflo Filters), catch basins
Farlin Park	1510 Harold Street	Bioretention, filter strips, existing swale
Aldo Leopold Playground Redevelopment	622 Eliza Street	Synthetic Turf w/ Underdrains
Prestige Cabinets Building Addition	2550 Larsen Road	Bioretention pond and catch basin - existing
Bay Beach Wildlife Sanctuary Parking Lot Expansion	1660 East Shore Drive	Biofilters (x4)
Seymour Park amenities related to pond project	330 S. Oakland	using newly constructed regional pond
Bay City Baptist Church New Soccer Field and Drive	1840 Bond Street	Wet pond (adjacent to an existing wet pond)
McDonald Lumber Proposed Fuel Cell	2020 Angie Avenue	Oil Skimmer in CB, storm discharges to regional pond
Caraton Commons Expansion	655 Woodside Road	Bio-retention pond
New Kwik Trip	1039 W. Mason Street	Wet Pond
Elevate Apartments	2540 University Ave	Wet pond
P&G - Project Tundra	501 Eastman Ave	Wet Pond
New Restaurant and 2 Leasable Spaces	2256 Main Street	Biofilter
New East River Trail - Main St Plaza	1368 Main Street	Biofilter/Underground Storage
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Report to the
Equal Rights Commission of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # T.1

INFORMATION ONLY - Presentation from Short-Term Rental Inspector - Mike Boutott on December 12th, 2024.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. STRP Presentation Neighborhood Meetings

SHORT TERM RENTALS - STR

AGENDA

STRP - PROCESS

STR - FACTS

QUESTIONS

STRP – PROCESS

STRP PROCESS VIDEO

THINGS TO KNOW/HAVE FOR STRP APPLICATION

1. Local representative – 30 minutes from STR
2. Room Tax Permit Registration – City Hall Finance
3. BC Health Inspection/GB Safety Inspection
4. Lease agreement
5. Permission from landlord/owner
   if you are a renter
6. Proof of homeowner's insurance
7. Pay permit fees online or by check
8. Will send out an email with links and directions upon request

STR’s facts:

- Approximately 395 licensed STR’s in Green Bay
- Potential STR’s operating w/out a license
- New software that scrubs advertising sites for GB homes
- 1st STR in Green Bay dates back to 2010
- Number of STR’s will go up as draft nears
- As of now there are no plans to offer any discount for draft only STR
- As of now there are no plans to change the STR ordinances
- BC HI and STRP’s must be renewed annually
- STR fees - $500 initial permit, $250 renewal permit
- STRP run from July 1 to following June 30th.
- No onsite advertising of STR besides city required placard

POLICE CALLS, ISSUES AND STR'S

2023 police calls - property crimes at STR's

- 2 attempted auto thefts (Both vehicles parked in road)
- Bicycle theft
- Theft from a vehicle (Parked in road)

2023 police calls

- Numbers are unknown as all calls are not registered.

2024 police calls - property crimes at STR's

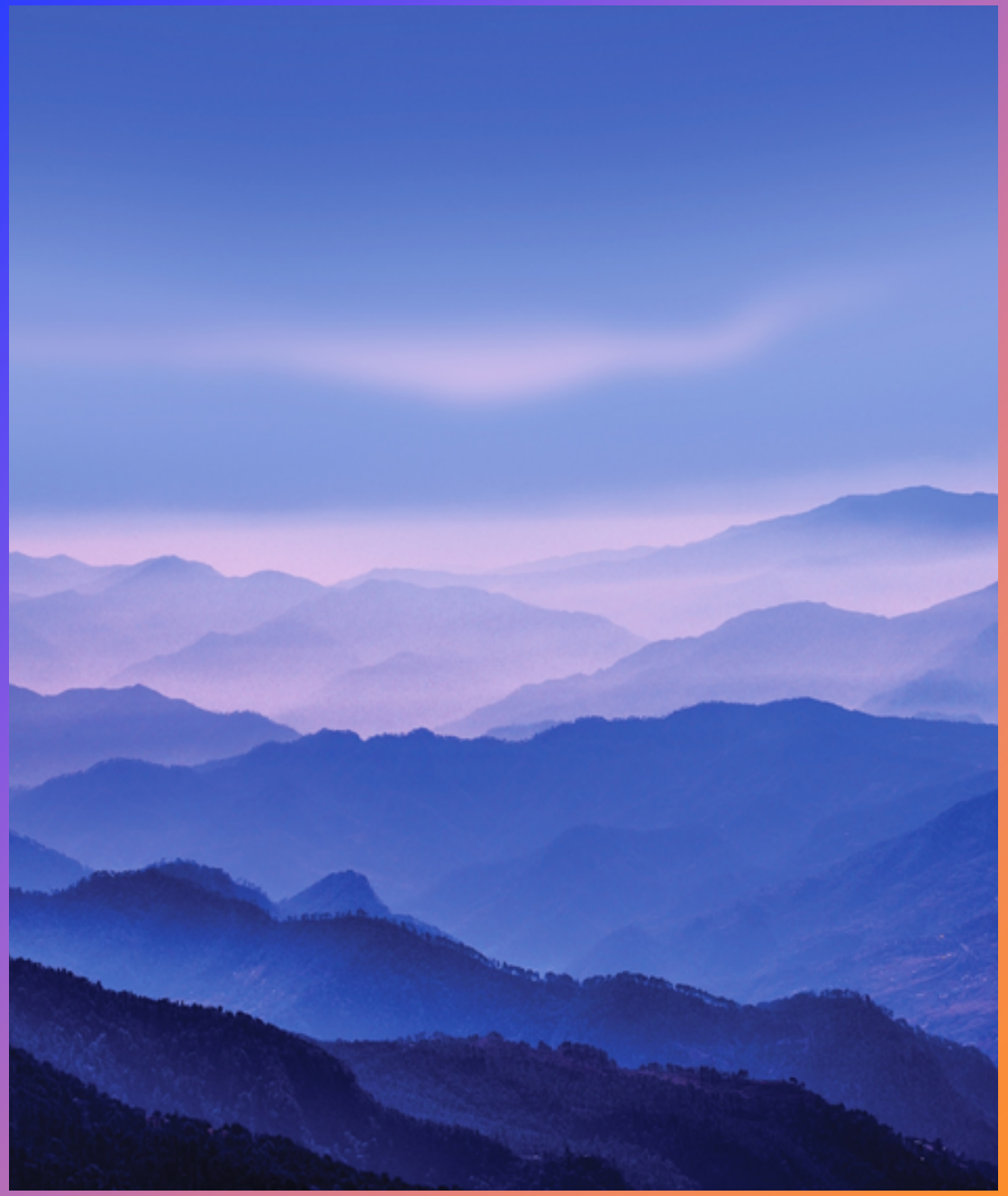
- None

2024 police calls

- Numbers are unknown as all calls are not registered.
- Working on a new system for documenting calls

PLACARDS

- Placards displayed to street right of way is a city ordinance
- Contact person must be current
- Way to handle issues with contact/owner before escalating
- Crime rates are not higher which suggests the STR’s are not targeted (Per GB Police)
- STR’s are a business



1. Draft
2. How Complaints are Handled
3. Working on a new city web site page dedicated to STR's
4. New videos and tutorials coming soon
5. Anything else

This Photo by Unknown Author is licensed under CC BY-NC

Q&A SESSION

SCAN ME

THANK YOU

Mike Boutott

920-448-3397

Mike.Boutott@greenbaywi.gov

www.greenbaywi.gov

Report to the
Equal Rights Commission of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # T.2

INFORMATION ONLY - Short-term rental regulations explained - Assistant City Attorney - Logan Wood on December 12th, 2024.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Equal Rights Commission of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # T.3

To approve continuing housing discussion at the January ERC meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Equal Rights Commission of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # T.4

To approve the City of Green Bay's Annual Report (to the ERC) regarding activities and accomplishments concerning diversity and equal opportunity in City employment.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. HR Annual Report to the ERC_12-06-24

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: Equal Rights Commission

From: Joseph Faulds, Chief of Operations
Andrea Fox, Workplace Culture Specialist

Re: Human Resources Report

Date: December 06, 2024

Per the City of Green Bay Municipal Code 12-11(2)a, the Human Resources Department shall provide the Commission with information about the activities and accomplishments regarding diversity and equal employment opportunity in City Employment.

I.Diversity and Inclusion Activities and Opportunities

This was the first full year with the Workplace Culture Specialist in Human Resources. The Workplace Culture Specialist spent time with different departments to build trust and learn the strengths and opportunities for growth for departments and employees. The diversity and inclusion initiatives intentionally began creating a work environment that supports recruiting and retaining a diverse workforce and collecting more data to support informed decision-making in the future. Some of the initiatives from the past year included:

- On January 15th, the City's Conservation Corp hosted a Martin Luther King Jr. Day event that included a volunteer service project, keynote speaker, and social hour in honor of the national day of service.
    - In March, the City updated its holiday schedule to include Martin Luther King Jr. Day so that employees can participate in community events and service projects. The schedule also changed Christmas Eve and New Year's Eve from half-day to full-day holidays to promote a positive work-life balance for our current and future employees.
- In late February, the Workplace Culture Specialist posted (920) 202-SAFE Campaign signs in four different languages in the first-floor restrooms of City Hall, the fourth-floor breakroom at City Hall, and the restrooms at the Wildlife Sanctuary to inform employees and residents about domestic violence and what to do if they (or someone they know) are experiencing it.
- In February, March, April, and May, the City's Pride Employee Resource Group (ERG) partnered with UW-Green Bay's Pride ERG for a book read and discussion. The book discussed was *He/She/They* by Schuyler Bailar. The book covered topics regarding gender identity, including the importance of using correct pronouns, transgender inclusion in sports, and how transgender healthcare can save lives. All City employees were invited to participate in the book discussion.

- For April, the Workplace Culture Specialist brought the YWCA Racial Justice Challenge to the City of Green Bay employees. Starting on April 1st, the YWCA provided written articles, videos, and spoken materials for people to choose from. By setting aside five minutes each day in April, employees could learn about racial disparities, foster personal reflection, and encourage social responsibility toward dismantling racism and other forms of discrimination.
- On May 15th, the Military, Veterans, and Supporters ERG supported the Department of Veterans Affairs (VA) 14th Annual 2k Walk and Roll, an inclusive two-kilometer walking (or utilizing assistive equipment such as a wheelchair) event held nationally that supports homeless veterans. All City employees were invited to participate in the VA's 2k event.
- On June 3rd, the City's Pride ERG planned an LGBTQ+ resource fair during the Mayor's Pride Flag Raising ceremony. Over 30 LGBTQ-friendly resources and food trucks from the community attended the fair, which attracted over 100 community members and news reporters.
- In July, City staff and a Common Council member began discussing and researching the possibility of purchasing and operating Public Health Vending Machines for the City of Green Bay. More research on grant funding will need to be done before any next steps can be taken. The vending machines supply public health items and collect specific yet anonymous data from the people who use them (e.g., zip code of residence, has the person ever experienced domestic violence, has the person ever experienced homelessness, etc.).
- In June, July, August, and September, the City offered employees fresh produce, eggs, and bread at a discounted rate. This opportunity allowed employees access to convenient, affordable, and nutrient-dense food delivered to their workplace while supporting local farmers and bakeries. This program promotes health equity among our employees. Employees were pleased with this program, and we have already been told to expect more participation next year.
- September 30th through October 6th was National Week Without Driving. The Workplace Culture Specialist worked with Community and Economic Development, Transit, and the City's Wellness Administrator staff to inform our employees about the barriers nondrivers face and explore ways to enhance accessibility in our community. The Workplace Culture Specialist created a Bingo card encouraging employees to use public transportation, ride a bike or scooter, or walk for a week instead of driving. The Bingo card also urges employees to research the experiences of nondrivers in Wisconsin. All employees who completed a line of squares on their Bingo card received points toward the City's Health 1265 program, and they had their names entered into a drawing to win one of five prizes. Next year, staff members will work together to bring this program to residents of Green Bay.
- Creating rapport with community organizations and residents is essential to increase visibility and understanding of the community's needs. The Workplace Culture Specialist continues to be a member of external groups, including the NEW Veterans Treatment Court, the Green Bay Chamber, the Schreiber Institute for Women's Leadership at UW-Green Bay, and the YWCA. The Workplace Culture Specialist continues to make additional connections with community organizations, including Wello, COMSA, UWGB Pride Center, UWGB Pride ERG, Casa Alba Melanie, We All Rise, and others.

Recruitment and Retention Efforts

- The City has been exploring methods to increase apprenticeships, internships, and on-the-job training options. These alternatives to regular job postings are an effective strategy for hiring and retaining diverse individuals. The Public Works Department (DPW) offered its first Mechanic Apprentices position this past year. The apprentice was a student from Northeast Wisconsin Technical College (NWTC). The City provided hourly pay for the student, and DPW worked around the student's school schedule so they could graduate from their program. The student graduated in May 2024 and is now a full-time Mechanic at DPW. NWTC was extremely happy with our program, and they came to the DPW garage on the west side of Green Bay to interview the employee, their supervisor, and the City's Human Resources manager. NWTC published the video interview and a story on their website and social media channels in August 2024. The City continues to build on our relationship with NWTC and UW-Green Bay to create a pipeline of diverse employees.
    - Other on-the-job training opportunities Human Resources is looking into and applying for:
        - <u>Department of Defense (DoD) SkillBridge program</u> – Extends an opportunity for service members to gain valuable civilian work experience through specific industry training, apprenticeships, or internships during the last 180 days of service.
            - The first position posted in the DoD's SkillBridge database will be a bus driver for Green Bay Metro. After the first job is posted, HR will continue to work on creating more job postings for the program.
        - <u>Army PaYS Program</u>—The Partnership for Your Success (PaYS) Program is a strategic partnership between the U.S. Army, external business partners, and public sector agencies to provide U.S. soldiers with an interview and possible employment after the Army.
- City staff have attended job fairs at UW-Milwaukee, UW-Platteville, UW-Madison, NWTC, FVTC (Fox Valley Technical College), Northern Michigan University, and University of Minnesota-Twin Cities. They also attended the Find Your Inspiration event (geared towards Middle School-aged kids) at the Resch Expo Center on November 6th.
- The Human Resources department began offering exit surveys with more response options. Employees who voluntarily resign or retire are emailed a link and a PDF copy of the exit survey. They are told to review it and let the Workplace Culture Specialist know how they want to complete it. They can complete the survey online, by hand, or in person with the Workplace Culture Specialist. The exit surveys aim to better understand employee experiences, improve recruitment and retention, foster a positive workplace culture, and identify systemic issues.
- In March, the Workplace Culture Specialist began offering stay interviews. Employees hired 90 days prior were emailed and told to set up a meeting with the Workplace Culture Specialist to schedule the interview. The stay interview aims to determine what made the employee want to work at the City, what they enjoy about their role, what they find most challenging about their job, and how good communication is with their supervisor and coworkers. These questions are somewhat like exit interviews, except it is often too late to retain employees during the exit interview.

  The second part of the stay interview is the Individualized Stay Plan. After the Workplace Culture Specialist concludes the stay interview questions, they work with the new employee to complete the Individualized Stay Plan. The Stay Plan establishes the new employees' goals and addresses any questions or areas of improvement. Having these conversations with employees fosters a culture of open communication.

- The stay interview results showed inconsistencies with employee onboarding experiences, and some departments were more prepared than others to welcome new employees. Setting a good first impression with new hires is vital to ensure the City is ready to recruit and retain a diverse workforce. Because of this, the Workplace Culture Specialist teamed up with a new employee to create an improved New Employee Packet for supervisors. The packet includes a checklist of tasks to be completed before the new hire begins (and consists of a general timeline and who the supervisor should contact for each task), a First Day Checklist, and email templates that make the IT requests more efficient and to give the new employee a heads-up on what to expect their first day (from parking, lunch, and what to bring with them).

Diversity and Inclusion Training Offered to Employees

- KultureCity – In August, the Wildlife Sanctuary and Workplace Culture Specialist partnered with KultureCity to train their staff on sensory accessibility and acceptance for those with invisible disabilities. The Wildlife Sanctuary is installing KultureCity signage and creating a service where visitors can check out sensory tools such as headphones, fidget tools, and weighted lap pads to assist people with sensory needs.
    - The Workplace Culture Specialist will offer the same training at City Hall and other worksites so that all City employees can become more familiar with meeting the sensory needs of community members and coworkers.
- Cities and Villages Mutual Insurance Company (CVMIC) led four ADA Accommodations in the Workplace training sessions on August 14th. The training sessions were held in person at City Hall. Approximately 60 employees attended the training and learned how to work with the City's Human Resources Department to establish workplace accommodations for employees.

2024 Human Rights Campaign Municipal Equality Index

For the first time, the City of Green Bay received a perfect 100 on the 2024 Municipal Equality Index (MEI) scorecard, a vast improvement from its score of 28 in 2018. The City achieved this by creating an LGBTQ+ Employee Resource Group (Pride ERG) and hosting an LGBTQ+ Resource Fair during the Pride Flag Raising Ceremony on June 3rd in front of City Hall. These initiatives moved the City's score from 96 in 2023 to 100 in 2024. To maintain the perfect score, the City must continue supporting LGBTQ+ members within the community and the workplace.

Opportunities for Improvement

- Building accessibility – There is a need to continue to make City Hall and other worksites more accessible for the general public and employees. Restrooms and doors can be inexpensive places to start making improvements. Changing the heights of toilets, grab bars, sinks, soap dispensers, and paper dispensers, where needed, will make a discernable impact on employees and community members, along with ensuring the weight of doors is appropriately adjusted in the self-closing mechanisms. Earlier this year, the Workplace Culture Specialist worked with the Clerk and Park Superintendent to conduct an ADA (Americans with Disabilities Act) Standards for Accessible Design inventory on the first-floor accessible restroom. Numerous issues were addressed to ensure the restroom is accessible for everyone. This can be done throughout City Hall and other work locations (Parks Shop, DPW, etc.) to ensure all public and employee spaces are accessible.
- Stay interviews — Supervisors can conduct stay interviews (as opposed to the Workplace Culture Specialist) yearly to support their employees' annual reviews. Supervisors can meet

formally twice yearly instead of only meeting with their staff once a year for reviews. The stay interviews allow the employees to give their supervisors feedback instead of just one-way communication between supervisors and employees. Having supervisors conduct stay interviews will help create a work environment that cultivates open and honest communication, and any necessary changes can be made faster and more efficiently.

  - Another key finding during the stay interviews was that new employees want more feedback (positive and negative). Stay interviews are another tool for supervisors to learn what feedback method their employees prefer and ensure they have a consistent meeting schedule to check in with them.
  - The Workplace Culture Specialist will be available to help supervisors implement the Stay Interviews and Individualized Stay Plans for their departments.

- There is still an opportunity to increase racial/ethnic and gender diversity among City employees. While it is not an immediate goal to have employee demographics match those of the community we serve, it should be used as a marker of progress. Instead of rushing to reach this goal, we should ensure we are ready to welcome and retain employees of diverse backgrounds.

Current City of Green Bay Population and Employee Data through November 2024:

City of Green Bay Demographic Comparison

	2021 FT Employees	2023 FT Employees	2024 FT Employees*	Residents**
Total People	914	914	919	105,744
Female	23%	21%	21%	50%
Black or African American	1%	1%	<1%	4%
American Indian and Alaska Native	<1%	1%	<1%	3%
Asian	<1%	1%	2%	4%
Native Hawaiian/Other Pacific Islander	unknown	unknown	unknown	unknown
Hispanic or Latino	2%	2%	3%	17%
White, not Hispanic or Latino	94%	95%	93%	66%
Other	<1%	<1%	<1%	unknown

* 2024 FT Employee data is taken from the 3rd quarter statistics (as of November 2024).
**Percentage of residents is from the U.S. Census Bureau, where community members can report more than one race or ethnicity, so totals will not add up to 100%.

- To help reach the long-term goal of having a more representative employee population of the City's demographics, Human Resources has been comparing the demographics of applicant data to those of the individuals hired for open positions. Once the hiring demographics match those of the applicants, HR can focus more on recruiting diverse candidates, moving us closer to having a more representative employee population for the City of Green Bay.

City of Green Bay Applicants V. New Hires (Jan. - Nov. 2024)		
	2024 Full-Time Applicants	**2024 New Full-Time Hires**
Total People	3,788	90
Female	41%	30%
Black or African American	6%	4%
American Indian and Alaska Native	3%	0%
Asian	6%	4%
Native Hawaiian/Other Pacific Islander	1%	0%
Hispanic or Latino	8%	7%
White alone, not Hispanic or Latino	73%	83%
Prefer not to answer	4%	1%
Military Veteran	10%	unknown
40 years of age and older	29%	19%
*Percentages are rounded to the nearest whole number, so totals may not add up to 100%.		

The City of Green Bay's commitment to diversity, equity, and inclusion (DEI) in its workplace and community continues to evolve through meaningful initiatives and strategic efforts. Implementing programs such as stay interviews, Employee Resource Groups (ERGs), and collaborations with community organizations highlights significant progress in fostering a culture of belonging and equity for all employees.

Despite these achievements, the data reveals opportunities for growth, including improving workplace accessibility, expanding recruitment efforts to better reflect the City's demographic diversity, and enhancing supervisor engagement through tools like stay interviews and individualized feedback plans. Addressing these areas will be crucial for building on current successes and sustaining progress in DEI initiatives.

As the City moves forward, the focus should remain on actionable strategies that attract a diverse workforce and ensure their retention and well-being. Through continued collaboration, innovation, and accountability, the City of Green Bay can establish itself as a model for diversity and inclusion in municipal government, fostering a workplace and community that truly represents and serves all its residents.

Report to the
Equal Rights Commission of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # T.5

INFORMATION ONLY - Jeff Brooks presentation on Helena Group's Catalyst Cities project on January 9th, 2025.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Catalyst Cities Green Bay ERC
2. Catalyst Cities_ Concept Note (3)

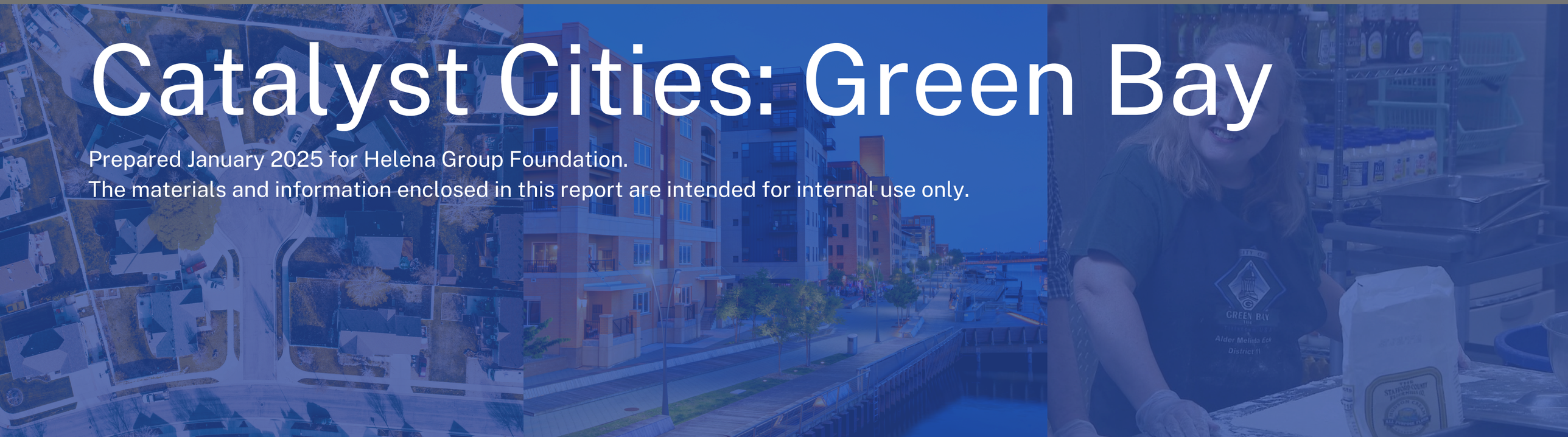
HELENA

2025

America in One Room

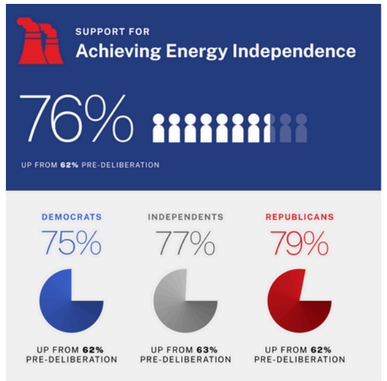
Catalyst Cities: Green Bay

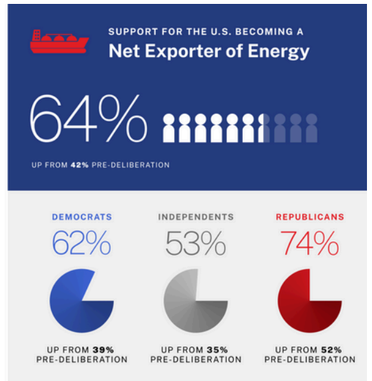
Prepared January 2025 for Helena Group Foundation.
The materials and information enclosed in this report are intended for internal use only.



Who We Are

America in One Room promotes engagement and attracts attention by helping citizens experience democracy as it should be: humanizing, constructive, and empowering.





The Problem:
Local Political Discourse is Breaking Down

Political will and sustainable momentum are becoming harder to build. Local forums for public engagement have become contentious and divisive. Mutual distrust replaces understanding, with vocal minorities dominating discussions and silencing diverse perspectives. This drives away dedicated individuals, leaving communities fractured and progress stalled.

The Solution:
People Power, Reignited by Deliberation

Catalyst Cities revitalizes local democracy through inclusive, deliberative practices. By empowering citizens to actively participate in decision-making processes, we rebuild trust, foster mutual understanding, and create collaborative solutions to the challenges facing our communities. Participants experience the human dignity of their neighbor's life experience and are changed by it.

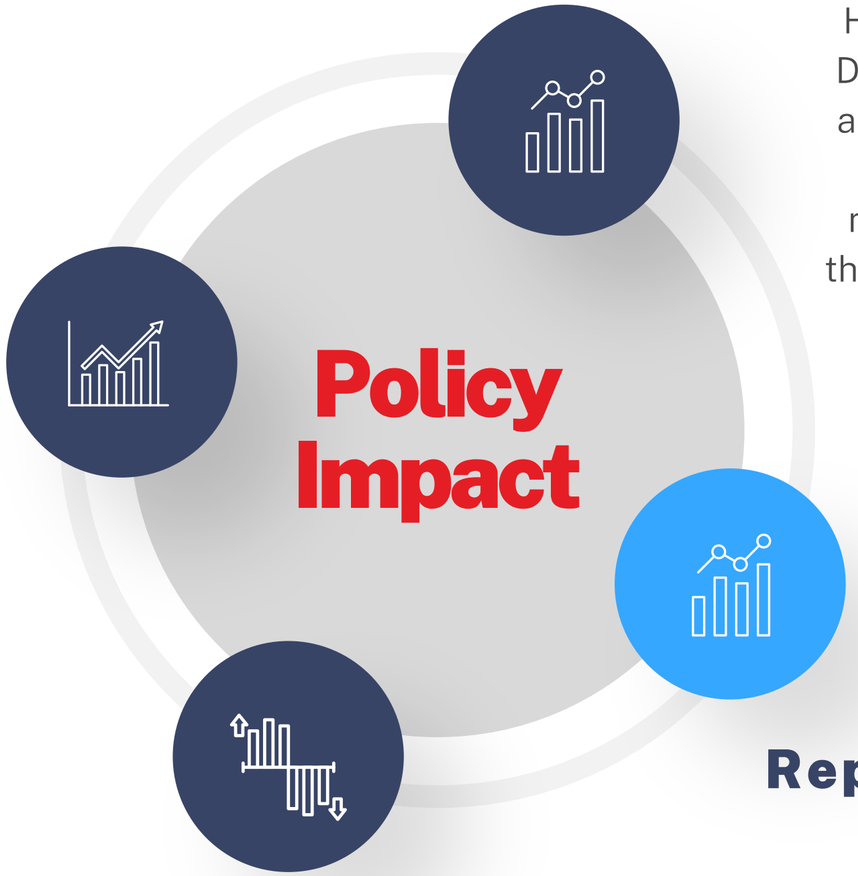
Solution Elements

Political Sponsors

Bipartisan partnership among major political bodies at city and county level empowered by statute, capable and willing to take political action.

Supporting Partners

Local media, university research support, and key stakeholders engage with deliberative body to promote, inform, implement solutions, and build their own capacity.



Expert Guidance

Helena and Stanford's Deliberative Democracy Lab provide operational and academic support, along with a network of polling, research, and media support. Our goal is to make this project a model for other cities.

Representative Sample

A demographically representative body large enough to draw statistical conclusions from among demographic subgroups.

Program Phases

Discovery	*Fundraising*	*Pre-Event*	*Deliberations*	*Sustainment*
Identify core topic, stakeholders, political sponsors, and key partners.	Identify local and national donors and secure program funding.	Build representative sample, begin policy research, initialize fellowships	Plan and execute deliberations, collect survey data, process and summarize findings	Transition representative sample to local control, develop case study, support local fundraising, select next topic.

Appendix

The A1R Approach

Harnessing Deliberative Polling

- Deliberative polling isn't just process; it's a community breakthrough.
- The process has been proven to enhance subject knowledge, improve opinions on democracy, boost political agency, and efficiently depolarize participants both directly and indirectly.
- Participants are the most dramatically impacted; for some, the experience is life-changing.
- Media coverage illuminates organic, authentic narratives that emerge from the deliberative process, helping to reframe and depolarize the policy discussion in the wider community.

Practical Action through Defined Policy Focus

- The process zeroes in on well-defined policy issues with clear potential decisions, guiding participants to examine and express policy preferences.
- Deliberations create rich data that leaders can use to understand the context of polling responses.
- Often unexpected axes of agreement are uncovered, signaling political opportunities and coalitions.

Inclusive and Balanced Representation

- Robust representative sampling of local communities is key. We are uncompromising in our pursuit of a strong sample and strive to include traditionally hard-to-reach constituencies.
- Partnership with local polling groups, subject to quality standards and oversight, builds local credibility

Program Goal: Achieve Transformative Local and National Impact

Local-Level Objectives

- Policy Impact. Identify and address policy topics stymied by inaction or division, in partnership with political sponsors with authority/ability to act.
- Data-Driven Action. Ensure political sponsors and their constituents are committed to integrating deliberation outcomes. Ideally, a temporary trial policy is adopted in response to deliberations.
- Community Coalition Building. Convene local NGOs, community activists, and political donors to form bipartisan coalitions supporting participatory processes, sustaining advocacy for 1-2 years.

National-Level Aspirations

- *Influencing Legislation.* Aim to bring participatory democracy closer to tangible policy outcomes, addressing a national need for democratic reform.
- *Media Engagement.* Reinvigorate national attention on a hopeful future through actionable findings.
- *Unique Positioning.* Make our Catalyst Cities standout examples of durable, repeatable improvements in policy and community engagement.

Balancing Local and National Goals

- *Adaptive Approach.* Each Catalyst City will address immediate community needs while integrating local political culture and norms. Each project will feel truly local.
- *Model for the Nation:* Fulfilling community desires and impacting policy leads the nation forward.

Program Structure: Elements of Catalyst Cities

Engage a Representative Sample

- At the center of each Catalyst City is a Deliberative Poll on a topic determined with political sponsor
- A representative sample of the local electorate is built and convened for in-person deliberations

Engage Local Stakeholders Who Sustain and Expand Process

- Alongside the Deliberative Poll, we engage community stakeholders to build awareness, interest, and support for the process and policy impact it will have
- Stakeholders will be invited to a unique event, where they will observe the final rounds of deliberative polling and network with bipartisan politicians, NGOs, and community activists in the spirit of constructive dialogue and mutual respect
- Ultimate goal to sustain future deliberations with local funding

Engage Partnership Model for Execution

- Include high-quality local partners for key parts of the process (sample building, event hosting/moderation, in-depth media coverage), laying groundwork for future events
- Sustainability plan positions local partners as agents to empower local constituencies

Engaging Diverse Stakeholders: Traditional and Non-Traditional Allies

Two-Tiered Stakeholder Approach

- *Traditional Stakeholders.* Policy-minded non-profits, political donors, community activists, etc., who are already engaged in local policy offer expertise/experience
- *Non-traditional Stakeholders.* Groups new to the policy issue or political projects, with diverse backgrounds and perspectives.

Balancing Process Integrity with Involvement

- *Deliberative Polling Process.* Run independently to ensure data integrity and unbiased outcomes.
- *Observation Opportunity.* Allow stakeholders to observe deliberations for transparency and to experience the re-invigorating energy of deliberation vs. the depleting grind of traditional discourse.
- *Post-Deliberation Involvement:* Stakeholders and participants have a meaningful role in shaping future participatory processes for the city.

Cultivating Long-term Support

- *Targeted Events for Stakeholders:* Community leads organization of future events with A1R help to form a core group of supporters.
- *Exploration of Participatory Methods*: Community and A1R collaborate on future methods for community engagement based on unique community needs/values.

The Deliberative Process: How It Works

Assembly and Selection of Participants

- *Mini-Public Formation.* Gather a representative group of several hundred (approx. 300) people representing the full demographic and attitudinal range of the community.
- *Representative Sample (sortition).* Use existing polling database (if available) or work with polling group to conduct phone surveys (or similar) to build representative sample from random selection

Preparation of Briefing Materials

- *Bipartisan Advisory Committee Consultation:* Collaborate with experts to develop fair and comprehensive briefing documents and video briefings on policy proposals, ensuring balance
- Exclusion of External Influence: Funders, political sponsors, and other third-party groups are not permitted direct access to participants (outside of in-person observations), maintaining process integrity.

Engagement and Deliberation

- *Small Group Deliberations:* Sample randomly divided into groups of 12 for policy discussions.
- *Expert Plenary Sessions:* Small groups collaborate and present questions to expert panelists

Post-Deliberation Activities: Activating Community

Utilization of Insights

- *Policy Trials*: Utilize findings to trial policies aligned with deliberation outcomes. Political sponsor engagement will determine the final use of outcomes. Policy impact is critical.
- *Community Advocacy and Engagement:* Build support coalitions around participatory processes, iteratively focusing on different policy issues.
- *Data Analysis and Reporting:* A1R partners analyze data for insights and share findings with the government and community.
- *Influence on Future Processes:* Use insights to inform and improve subsequent participatory processes in the city.
- *Media Engagement:* Publicize results and policy actions through local media for broader awareness and engagement.

Benefits to Cities

Tangible Benefits:

- *Data Quality and Reliability:* Access to high-quality, unbiased data from the Deliberative Polling process, useful in making well-informed policy decisions.
- *Media Coverage and Publicity:* National media attention, highlighting the city's innovative approach to participatory democracy and enhancing its public profile.
- *Event Documentation:* Comprehensive documentation of the deliberative process and outcomes, serving as a valuable resource for future reference and policy development.
- *Enhanced Community Engagement:* Active involvement of citizens in the decision-making process, fostering a sense of community ownership and civic responsibility.

Intangible Benefits:

- *Breaking Political Deadlock:* Addressing divisive policy issues through informed community dialogue, facilitating consensus and collaborative problem-solving.
- *Empowering Policy Change:* Utilizing community insights to drive policy changes that are more reflective of public opinion and needs.
- *Promoting Transpartisan Cooperation:* Encouraging collaboration across political lines, reducing polarization and promoting unity.
- *Building Public Trust:* Strengthening trust between citizens and local government by demonstrating transparency, responsiveness, and a commitment to public participation.

Partnership Model: Designing Catalyst Cities for Success

Local Government Collaboration

- Partnership with a primary political office or official who holds administrative authority over the chosen policy topic.
- Commitment to taking public action based on deliberative polling findings, with a focus on enthusiastic implementation and bipartisan involvement.
- Consultative process in determining policy topics for deliberation, ensuring relevance and potential for policy action.

Media Partnership

- Example: Collaboration with NYTimes: The Upshot in 2019 “America in One Room” project
  - Media partner provided unique insights into the program, leading to compelling content creation that resonated with wide audience
  - Emphasis on crafting content from organic narratives that emerge from the event, framing local and national interests

Academic Institution Engagement

- Collaboration with local university for support in polling, training moderators, event hosting, and research for briefing materials
- Utilization of existing partnerships with renowned research institutions like Stanford University for expertise and operational support

Next Steps: How to Become a Catalyst City

To Initiate Engagement

City officials interested in the Catalyst Cities program are encouraged to contact Jeff Brooks, Director of America in One Room, at jeff@helena.org to schedule an introductory call

Funding and Selection for Catalyst Cities

Funding for inaugural Catalyst City events are generously provided by Helena Group Foundation donors, subject to successful application submission and selection.

Applications are competitive. Cities are transparently evaluated and selected by Helena Group Foundation through a consultative application process.

America in One Room: Catalyst Cities

Bridging Communities Through Deliberative Democracy

I. Introduction

In towns and cities across the country, a troubling trend is unfolding. Conversations with city officials reveal that meetings once characterized by constructive dialogue—such as school board and city council gatherings—have become battlegrounds of polarization and anger. What were once routine forums for community engagement have turned contentious, even dangerous, for local officials and concerned citizens alike.

This breakdown in political discourse is particularly harmful at the local level, where communities have every reason to collaborate toward common goals. Instead of mutual understanding, there is mutual distrust. A vocal minority often dominates these spaces, drowning out diverse perspectives and making the essential work of governing increasingly difficult. As a result, dedicated individuals on all sides who genuinely seek progress are being pushed away, leaving communities fractured and stagnant.

Catalyst Cities aims to address this pressing issue by revitalizing local democracy through inclusive, deliberative practices. By empowering citizens to actively participate in decision-making processes, we strive to rebuild trust, foster mutual understanding, and create collaborative solutions to the challenges facing our communities.

II. Executive Summary

Catalyst Cities is an innovative program designed to bridge divides within communities by fostering deliberative democracy at the local level. By combining centralized support with local autonomy, the program equips residents with the tools, resources, and platforms needed to collaborate effectively with each other and with local governments. Through inclusive deliberation and strategic partnerships, Catalyst Cities seeks to create a network of engaged, informed, and empowered communities capable of addressing their most pressing issues collaboratively.

Catalyst Cities is an America in One Room (A1R) Project. Since its inception in 2019, A1R has successfully facilitated informed dialogue, bridged divides, and generated thoughtful policy recommendations on topics ranging from election reform to climate change. It has been featured on the cover of *The New York Times* and publicly hailed by multiple former US Presidents.

III. Program Overview

Structure of the Catalyst Cities Program

Catalyst Cities is designed with a balance between centralized support managed by **Helena**—a non-profit organization dedicated to civic engagement—and locally managed elements tailored to each community's unique context. This structure ensures consistency and scalability while allowing for local adaptation.

Key Components

- **Representative Deliberative Panel:** Modeled on Deliberative Polling®, a representative panel of citizens partners constructively with policymakers.
- **Online Tools**: Tools for discussion, learning, and chapter management.
- **Data Analysis**: Policymakers receive durable policy insights, while chapter leaders and funders receive analytic support to inform decisions and evaluate impact.
- **Training and Capacity Building**: Programs for leaders, facilitators, and participants focused on building local capacity with local resources.
- **Strategic Partnerships**: Collaborations with local governments, universities, and community organizations.

IV. Centralized Support Managed by Helena

1. **Initial Sample Building**
   Working with trusted polling partners, Helena establishes a representative participant group in each new city, ensuring diversity and inclusivity from the program's outset.
2. **Online Tools**
   Helena provides a program website and digital tools to facilitate moderated discussions and educational resource sharing. These tools enable participants to engage in meaningful dialogue, visualize community opinions, and access curated policy information, regardless of their ability to attend in person.
3. **Data Analysis and Insights**
   In partnership with Stanford University, Helena collects and analyzes data from public surveys and deliberations. This centralized approach identifies trends, best practices, and areas for improvement across all participating cities. Over time, we plan to develop local capacity for this analysis by partnering with local universities or experts.
4. **Training and Capacity Building**
   Collaborating with university partners, Helena curates or develops training covering deliberative democracy principles, facilitation skills, and community engagement strategies. Training is delivered through various formats, emphasizing on-the-ground training and feedback gathering in early cities to inform educational materials.
5. **Best Practice Sharing**
   Helena facilitates knowledge sharing among participating cities through online

resources, virtual meetings, and in-person events, promoting collaboration and the dissemination of effective strategies.

6. **Stakeholder Engagement Strategies**
   The program provides frameworks and toolkits for local leaders to effectively engage key stakeholders, building trust and support for the deliberative process.
7. **Communication and Branding**
   Helena develops consistent messaging, branding, and communication materials that local chapters can customize, ensuring a unified identity while allowing for local adaptation.

V. Locally Managed Elements

1. **Deliberative Panel Ongoing Recruitment and Onboarding**
   After the initial deliberative panel is convened, local chapters lead ongoing efforts to recruit diverse community members, with guidance from Helena and Stanford, to ensure the deliberative panel maintains its representativeness.
2. **Issue Identification and Prioritization**
   Communities engage in inclusive processes to identify and prioritize local issues, ensuring that deliberations reflect the true needs and concerns of residents.
3. **In-Person Deliberation Events**
   Local leaders organize facilitated discussions where participants explore issues in depth and develop recommendations. These events foster relationship-building and collaborative problem-solving.
4. **Recommendation Development**
   Participants create actionable solutions, with local chapters supporting research and refinement to ensure feasibility and alignment with community values.
5. **Partnership Building**
   Local chapters cultivate relationships with organizations, businesses, and institutions to support program goals and enhance community impact.
6. **Local Communication and Outreach**
   Communication strategies, including partnership with local media outlets, engage the broader community, utilizing various channels to raise awareness and encourage participation.
7. **Continuous Improvement**
   Local chapters regularly evaluate program performance, collecting feedback to adapt and improve over time.

VI. Key Partnerships and Programs

These programs are intended to build critical capacity to sustain the program using local resources, and provide a path for community members to build careers supporting the work.

1. **Fellowship Program with Local Government**
   The Catalyst Cities Fellowship embeds dedicated staff within city agencies to support integrating deliberative practices into government processes.
   - **Roles and Responsibilities**: Fellows serve as liaisons between the program and local officials, facilitating information flow, building relationships with stakeholders, supporting participatory processes, and monitoring impact.
   - **Integration with Local Priorities**: Aligning program activities with government agendas ensures relevance and effectiveness.
   - **Training and Support**: Fellows receive comprehensive training and ongoing support from Helena and university partners.
2. **Fellowship Program with Local University & University Partnerships**
   Collaborations with academic institutions enhance the program through:
   - **Policy Research**: Provides participants and public with high-quality research on policy options.
   - **Faculty Engagement**: Experts contribute to program design, implementation, and evaluation.
   - **Developing Skilled Facilitators**: Creating a pipeline of trained individuals to support program sustainability.
   - **Long-Term Collaboration**: Joint research projects and community-based learning initiatives foster continuous improvement.

VII. Participant Engagement and Value Proposition

Short-Term Benefits

- **Direct Compensation:** Participants are compensated for their time and participation.
- **Empowerment and Influence**: Participants feel their voices are heard and valued.
- **Skill Development**: Opportunities to enhance critical thinking, communication, and problem-solving skills.
- **Networking**: Building relationships with diverse community members.

Medium-Term Benefits

- **Recognition**: Potential for community acknowledgment and leadership roles.
- **Access to Decision-Makers**: Direct engagement with local officials and influencers.

Long-Term Benefits

- **Community Impact**: Contributing to tangible improvements in local policies and services.
- **Personal Growth**: Experiences that support personal and professional development.
- **Legacy and Purpose**: Being part of a movement that strengthens democracy and community well-being.

VIII. Safeguards Against Special Interest Capture

To maintain the integrity of the deliberative process, Catalyst Cities implements multiple safeguards:

1. **Transparent Recruitment**
    - Open and widely advertised processes.
    - Clear selection criteria to ensure demographic and attitudinal diversity.
    - Public information on participant demographics and selection methods.
2. **Robust Facilitation**
    - Trained, impartial facilitators guide discussions.
    - Structured formats prevent dominance by any group.
    - Active moderation promotes respectful dialogue.
3. **Stakeholder Monitoring**
    - Regular analysis to identify potential conflicts of interest.
    - Strategies to balance diverse stakeholder interests.
    - Procedures for disclosing and managing biases.
4. **Independent Oversight**
    - Helena provides quality control and evaluation.
    - Mechanisms for reporting concerns or grievances.
    - Transparency in processes and decision-making.
5. **Transparent Communication**
    - Accessible reporting of activities and outcomes.
    - Opportunities for public input and feedback.
    - Clear explanations of how participant input is utilized.

IX. Metrics and Evaluation

Primary KPI

- **Government Funding Influenced**: Measuring the amount of government program funding determined or influenced by deliberations.

Supporting KPIs

1. **Relevance of Issues Addressed**
    - Percentage of topics tied to community needs and government priorities.
    - Number of stakeholders consulted in issue selection.
2. **Quality of Recommendations**
    - Adoption rate by governing bodies.
    - Feasibility assessments and alignment with priorities.
3. **Stakeholder Buy-In**

    - Engagement levels of key stakeholders.
    - Number of endorsements and resources contributed.
4. **Strength of Government Partnerships**
    - Frequency of collaborative meetings and shared initiatives.
    - Resources provided by governing bodies.
5. **Effective Communication**
    - Media impressions and public engagement metrics.
    - Utilization of diverse communication channels.
6. **Participant Engagement and Diversity**
    - Number of participants and demographic representation.
    - Engagement rates across different community segments.
7. **Community Satisfaction**
    - Ratings from participant and community surveys.
    - Feedback on the deliberation process and outcomes.

X. Conclusion

Imagine a community where contentious meetings are replaced by constructive dialogues, where citizens feel empowered to contribute, and where local governments collaborate effectively with their constituents. **Catalyst Cities** offers a pathway to transform the current climate of polarization into one of mutual understanding and cooperative problem-solving.

By fostering inclusive deliberative democracy, we can rebuild trust, bridge divides, and create lasting positive change. This initiative not only addresses the immediate challenges faced by local governments and communities but also lays the foundation for a healthier, more resilient democracy.

We invite you to join us in this vital endeavor. Your support can amplify the impact of Catalyst Cities, helping to restore healthy political discourse and strengthen the fabric of our communities. Together, we can make a tangible difference in the lives of citizens and set a new standard for civic engagement.

About Helena:

Helena is a global problem-solving organization that seeks to implement solutions to critical societal challenges through nonprofit, for-profit, and legislative actions. Helena operates its projects alongside a small group of leaders called Helena Members. They include Nobel Laureates, Academy Award winners, policymakers, technologists, entrepreneurs, explorers and more. Helena's nonprofit projects have included America in One Room, which garnered praise from The New York Times and Presidents Bill Clinton and Barack Obama; Biosecurity in the Age of AI, which focuses on risks emerging at the intersection of AI and biotechnology; and The COVID Project, which supplied tens of millions of units of personal protective equipment to frontline responders during the COVID-19 pandemic. Helena supports mission-driven for-profit efforts through its investment arm. Its portfolio includes innovations in grid-scale energy storage (Energy Vault, NYSE: NRGV), AI controls to dramatically reduce energy consumption in industrial processes and data centers (Phaidra); and Digital Twin technology enabling chronic disease reversals (Twin Health), among others..

Report to the
Equal Rights Commission of the City of Green Bay

MEETING DATE	PREPARED BY
January 21, 2025	

AGENDA ITEM # T.6

Hold until the next Equal Rights Commission meeting the consideration with possible action to revise Section 12-11 Equal Rights Commission of the City's Chapter 12, Civil Rights Ordinance. Link: https://library.municode.com/wi/green_bay/codes/code_of_ordinances?nodeId=COOR_CH12CIRI_S12-11EQRICO

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Sec._12_11.___Equal_Rights_Commission.12.06.24

Sec. 12-11. Equal Rights Commission.

(a) *Members.* The Equal Rights Commission shall consist of nine residents of the City, appointed from a diverse and representative cross-section of the community, inclusive of traditionally underrepresented groups, who shall be members only so long as they shall reside in the City. The membership of the Commission shall include one Alder.

(b) *Appointment.* Members of the Commission shall be appointed by the Mayor, subject to confirmation by the Council. The Alder shall be elected for a term of two years, and all other members of the Commission shall be appointed for a term of three years, except that three members initially appointed shall be appointed for a term of two years, and two members initially appointed shall be appointed for a term of one year. Each member shall hold office until a successor is appointed and confirmed. A vacancy occurring other than by expiration of the member's term shall be filled by appointment of the Mayor and confirmation by the Council for the unexpired portion of the term.

(c) *Officers*. A chair and vice chair shall be elected from the membership of the Commission at the first regular meeting of each calendar year by a majority of the members of the Commission.

(d) *Powers and duties.*

(1) The Commission shall meet not less than four times annually for monitoring the employment, contracting, and program activities of the City, and prepare and provide timely reports to the Mayor and Council on efforts to promote equal rights, equal opportunities, positive community relations, and to eliminate discrimination and inequities in City government and the City.

(2) Reporting.

a. *Departments.* The Human Resources Department, with the cooperation of all departments, shall regularly provide the Commission with information of efforts and activities undertaken across City government to achieve the leadership objectives described in sections 12-1 and 12-2, Green Bay Municipal Code. This information shall from time to time identify programs and activities conducted by the City to promote equal rights and equal opportunity, as well as goals, challenges, and strategies for the future. The Human Resources Department shall provide the Commission with information about activities and accomplishments with respect to diversity and equal employment opportunity in City employment. Upon request of the Commission, other City departments, agencies, and units shall report to the Commission orally, in writing, or both, at the pleasure of the Commission.

b. *Mayor and Common Council.* The Commission shall provide a written communication to the Mayor and the Common Council, not less than annually, summarizing the activities of the Commission and the progress of the City in meeting the leadership objectives specified in this chapter. This communication shall further include an examination of those conditions in the City at large which contribute to or detract from equal rights and an environment free from discrimination. The communication shall provide recommendations for furthering the purposes and objectives identified in this chapter.

(3) The Commission may, at its discretion, engage with employers, housing providers, community organizations, and other stakeholders to create positive working relationships focused on providing equal opportunities throughout the City and raising awareness of important equity issues.

(Ord. No. 25-20, § 1, 10-20-2020)

Detail Summary of Projects Issued

12/1/2024 to 12/31/2024

Proj #	Address	Owner	Applicant	Fees Paid	Estimated $	Status
116775	1865 DECKNER AV..21-2597	JOAQUIN TABARES MORA		$125.00	$5,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ***NOTE - PLEASE LET THE ASSESSORS OFFICE KNOW THAT THE HOUSE HAS BEEN CHANGED FROM A DUPLEX TO A SINGLE FAMILY DWELLING WHEN YOU CLOSE OUT THE HOUSE - ERIK 12/3/24						
116889	1416 UNIVERSITY AV..8-165	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC		$130.00	$18,000.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House]						
118635	1299 SYRINGA BLVD..18-724	EXCHANGE REAL ESTATE GROUP LLC		$205.00	$20,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPAIRS, UPDATES, CODE COMPLIANCE CASE#136842						
118687	112 N IRWIN AV..14-219-B	EVAN & EMMA RICHLEN		$50.00	$4,950.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]						
118704	159 N MAPLE AV..4-111	CHRISTOPHER W & JACLYN E STEINBARGER		$75.00	$1,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]						
118714	1130 LAWE ST..17-100	BERNARDINA DECRUZ, ETAL		$100.00	$5,500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] CASE#137722						
118740	231 N LOCUST ST..6-107-B	BENJAMIN T & CRYSTAL J ERLER		$205.00	$3,400.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]						
118743	113 ALVINA ST..6-249-9	K&EM Investments LLC		$310.00	$2,480.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR REMODELING ALTERING LOAD BEARING WALL						
118751	1303 CHERRY ST..14-124	GRETA M JOCHMAN		$230.00	$161,561.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMOVE 18'x18 SECOND STORY WALK-IN ATTIC. ADD BATHROOM AND WALK-IN CLOSET.						
118788	1123 WINFORD AV..18-231	KIMBERLY R SIMMONS		$175.00	$14,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]						
118823	1360 HARVEY ST..8-572	ALBERTO HERNANDEZ MUNGUIA		$50.00	$300.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]						
118828	1227 S FISK ST..6-622	KEN HOPFENSPERGER		$175.00	$20,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]						
118832	1339 WESTERN AV..3-1206-A-1	REBECCA L & JASON J CHARLES		$155.00	$18,381.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]						
118835	2618 HAZELWOOD LN..6H-1236-1	JUSTIN MCGOWN		$105.00	$20,000.00	Denied
[2-434 - Residential - Alteration - 1 -2 Family House] **Permit denied. Consultation on 12/17/24 revealed that the structure has been subject to excessive water damage throughout due to neglect to properly secure the large hole in the roof. Issuing raze or repair. MB**						
118837	1400 N BAIRD ST..21-1198-6	PERRY PARK PARTNERS ETAL		$100.00	$3,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPLACE SOME SUBFLOOR/DRYWALL THAT HAD DETERIORATED. UPDATE SHOWER, OLD ONE HAD CRACK.						

118838	1130 SHADOW LN..1-2296	J HILL INVESTMENTS LLC	$269.23	$135,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
118840	2659 SHAG BARK LN..6H-2347	PAUL F & BARBARA A WILLEMS	$205.00	$50,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
118853	1124 REED ST..5-701	MICHELLE L LANDREMAN	$205.00	$65,000.00	Pending
[2-434 - Residential - Addition - Single Family House] Renovate kitchen, living room & bathroom, new cabinets & flooring.					
118868	3633 ARCADIA BLUFF DR..22-2020	JEREMY R DOUGHTY	$100.00	$0.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] CASE #135379					
118906	1229 DESNOYERS ST..18-346	4 J PROPERTIES LLC	$205.00	$25,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR ALTERATIONS AND REMODELING CASE# 137819					
118920	3030 BAY VIEW DR..21-1111-D-284	BRIANNA & NATHANIEL AGAMAITE	$100.00	$15,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
118922	118 S WASHINGTON ST Unit 400B..12-340	MICHELLE MUELLER	$140.00	$30,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
118923	241 LAU ST..21-1796	LIZBETH MOJICA RIOS	$100.00	$3,500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
118933	1337 UNIVERSITY AV..8-612	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	$80.00	$960.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
118934	1339 UNIVERSITY AV..8-613	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	$80.00	$980.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
118937	909 REGENT LN..21-3027	DAVID E & KRISTINE M MCANINCH	$150.00	$56,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
118985	415 N MAPLE AV..5-1007	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	$80.00	$480.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INSTALL EGRESS COMPLIANT WINDOW ON 2ND FLOOR BEDROOM					
118986	510 N CHESTNUT AV..5-918	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	$80.00	$980.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INSTALL EGRESS COMPLIANT WINDOWS IN TWO 2ND FLOOR BEDROOMS. SAFETY GLASS AT STAIRWAY LANDING WINDOW					
118988	516 N ASHLAND AV..5-1033	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	$80.00	$480.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INSTALL EGRESS COMPLIANT WINDOW IN 2ND FLOOR BEDROOM. SAFETY GLASS FOR WINDOW AT STAIRWAY LANDING					
118989	715 N CHESTNUT AV..5-102	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	$80.00	$840.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INSTALL EGRESS WINDOWS IN TWO 2ND FLOOR BEDROOMS					
118990	886 DIVISION ST..5-1402	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	$80.00	$840.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INSTALL EGRESS COMPLIANT WINDOWS IN TWO 2ND FLOOR BEDROOMS. SAFETY GLASS AT STAIRWAY LANDING WINDOW					
118991	1428 DOUSMAN ST..6-86-A	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	$80.00	$840.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INSTALL EGRESS COMPLIANT WINDOWS IN TWO BEDROOMS ON 2ND FLOOR					
118317	1308 E WALNUT ST..14-244	NEIGHBORWORKS GREEN BAY	$1,069.21	$200,000.00	Pending
[3-102 - Residential - New - Single Family House w/ Zero Lotline (each unit is separate from adjoining unit with wall extending from ground to roof, no units above or below, separate HVAC systems and utility meters)]					

118686	1300 E WALNUT ST..14-244-1	NEIGHBORWORKS GREEN BAY	$1,043.14	$120,000.00	Pending
[3-102 - Residential - New - Single Family House w/ Zero Lotline (each unit is separate from adjoining unit with wall extending from ground to roof, no units above or below, separate HVAC systems and utility meters)]					
113980	1005 MENDOTA DR..21-8381	JOHN J BUNKER REVOCABLE TRUST OF 2007	$25.00	$12,000.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
118382	811 N CHESTNUT AV..5-30	MCALLISTER PROPERTIES LLC	$50.00	$10,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
118458	1095 ELMORE ST..5-1356-B	MCALLISTER PROPERTIES LLC	$100.00	$2,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] CASE#137316					
118742	521 S ASHLAND AV..2-278	MARIA L RAMOS	$100.00	$7,200.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] *called jorge for DCC# TX11/20 - he will call me tomorrow for 11/21 GEORGE PROVIDED DCC#: 832, UPDATED PERMIT-SLS					
118777	411 MATHER ST..5-907	EULALIA RIOJAS	$50.00	$2,695.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)] INSTALL CONCRETE STEP UNIT FOR 2ND STORY DWELLING.					
118950	325 N ASHLAND AV..5-613	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	$50.00	$1,260.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPAIR AND STRUCTURALLY REINFORCE TWO STORY DECK AND STAIRS					
118697	935 MATHER ST..5-1257	JACKLYN A LOHREY	$50.00	$8,000.00	Pending
[9-645 - Raze - Building or Structure (Residential)] DEMOLITION OF 2 STALL GARAGE					
118829	722 NICOLET AV..2-731	JANE M JUZA	$50.00	$1,200.00	Pending
[9-645 - Raze - Building or Structure (Residential)]					
118555	1460 BIEMERET ST..6-888	WENDY L HANSEN	$50.00	$7,698.00	Pending
[11-1 - Garage/Carport/Shed (residential)] PREBUILT SHED					
118557	312 IRENE ST..21-2683	PATRICIA & ARNULFO PATRICIA & VERONICA P TREGO GUERRERO	$50.00	$2,800.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
118688	1006 N CHESTNUT AV..18-519	KEVIN A SKOLOS	$50.00	$5,300.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY OFF ALLY					
118707	1451 11th AV..1-1762	TERESSA M PATENAUDE	$50.00	$33,000.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION STABILIZATION AND WATER CONTROL					
118708	1230 LOCH DR..6-633	DARLENE WENHOLZ	$50.00	$27,000.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION STABILIZATION AND WATER CONTROL					
118741	1215 S ONEIDA ST..1-1898	STAY & PAY PROPERTIES LLC	$75.00	$3,292.00	Pending
[11-1 - Foundation Repair (Residential)] REMOVE 12 FOOT SECTION FROM LOADBEARING WALL					
118758	1650 MASON WAY..21-1288-1-A	JASON J SMITH	$50.00	$7,007.00	Closed
[11-1 - Garage/Carport/Shed (residential)]					
118759	1517 14th AV..1-1366-B	NATHAN KRECH	$50.00	$2,000.00	Pending
[11-1 - Fence (Residential)] 4 FOOT CHAIN LINK FENCE, 160 FEET TO BE INSTALLED SPRING OF 2025 **No EMAIL. Left VM with owner for payment 12/16/24**					
118804	935 MATHER ST..5-1257	JACKLYN A LOHREY	$150.00	$26,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)]					
118817	2039 HILLVIEW DR..21-1893-1	AMY E GRONDIN	$50.00	$2,500.00	Pending

[11-1 - Fence (Residential)]

118858	2775 PARKWOOD DR..6H-3493	VANTAGEPOINT HOLDINGS LLC	$50.00	$3,882.60	Pending

[11-1 - Foundation Repair (Residential)]

118881	740 BELLEVUE ST..21-2053	JODY VANVENROY	$50.00	$5,346.00	Pending

[11-1 - Fence (Residential)]

118892	2812 UNIVERSITY AV..21-429-8-1	ROBERT C OMALLEY	$0.00	$1.00	Closed

[11-1 - Z - Misc Project Not Listed (Resiential)] CASE #135163

118901	1096 REED ST..5-706	KAREN A & ASHLYN R PAULS	$50.00	$5,050.00	Pending

[11-1 - Fence (Residential)] 6 FOOT CHAIN LINK FENCE

118909	1524 PILGRIM ST..1-2533	BRIAN R TRUDELL, ETAL	$50.00	$2,900.00	Pending

[11-1 - Fence (Residential)] 6 FOOT WOOD PRIVACY FENCE

118915	2793 NICOLET DR..22-163	CHRISTOPHER M & SAIGE R DIEDRICH	$50.00	$3,649.00	Pending

[11-1 - Foundation Repair (Residential)]

118919	118 S VAN BUREN ST..14-314	JOEY J DEKEYSER	$50.00	$7,578.00	Pending

[11-1 - Foundation Repair (Residential)]

118957	1642 EASTMAN AV..19-442	OLGA E VEJAR LOPEZ	$50.00	$35,000.00	Pending

[11-1 - Garage/Carport/Shed (residential)] REPLACE ROOF, FIRE DAMAGE 2X4-2X6 REPLACEMENTS, REPLACE SOME DRYWALL

118983	430 TERRACE LAKE CT..21-8092	HURLEY REVOCABLE TRUST	$50.00	$9,923.00	Pending

[11-1 - Fence (Residential)]

115004	221 CHERRY ST..12-112	GREEN BAY REDEVELOPMENT AUTHORITY	$120,078.68	$58,000,000.00	Pending

[30-105 - Commercial - New - 5 or More Family Building] $500 SW review fee.
$5000 SWB fee

118859	545 SPINNAKER LN..21-2221-6	SPINNAKER APARTMENT HOMES LLC	$799.60	$200,000.00	Pending

[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] WALLS, FLOORS, CEILING, INSULATION, WINDOWS, DOORS, SMOKE DAMAGE, PAINTING, ELEC, PLUMBING

118558	2845 GREENBRIER RD..21-161-2	BAYCARE AURORA LLC	$3,300.50	$2,200,000.00	Pending

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

118715	2845 GREENBRIER RD..21-161-2	BAYCARE AURORA LLC	$1,003.50	$825,000.00	Pending

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

118725	1726 SHAWANO AV..6-235-A	SAINT MARYS HOSPITAL MEDICAL CENTER OF G B INC	$468.00	$100,344.00	Pending

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

118754	1116 E MASON ST..14-1105	BELLIN MEMORIAL HOSPITAL	$290.00	$6,000.00	Pending

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

118862	333 MAIN ST..11-115	333 MAIN LLC	$830.00	$400,000.00	Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] REPAIR WATER DAMAGE AND ADD INSULATION AND FIREPROOFING TO LIMIT ANY FUTURE SPRINKLER LINES FREEZING

118879	305 E WALNUT ST..12-133	BROWN COUNTY ADMIN NORTHERN BUILDING	$290.00	$32,139.00	Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Floor 1 room 120 county clerk office

118001	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	$5,613.64	$9,400,000.00	Pending

[33-320 - Commercial - New - Industrial Buildings (factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)] No Stormwater Fee - MCM
EC Approved 10/23/24

115765	2201 MAIN ST..21-454	AMERCO REAL ESTATE CO	$2,216.86	$750,000.00	Pending
[34-1 - Change of Use (Commercial)] EC APPROVED 12/2/24					
118496	1011 TONY CANADEO RUN..1-1841-K	ACRE GREEN BAY LLC	$202.77	$200,292.00	Pending
[34-1 - Roofing (Commercial)]					
118535	1301 S RIDGE RD..1-434	CALVARY LUTHERAN CHURCH	$70.00	$12,500.00	Pending
[34-1 - Cell Tower - Alteration to Existing (Commercial)]					
118718	1590 STILES RD..6-57	A T & T COMMUNICATIONS OF WISCONSIN	$70.00	$40,000.00	Pending
[34-1 - Cell Tower - Alteration to Existing (Commercial)]					
118764	700 N ADAMS ST..11-15-A	WISCONSIN PUBLIC SERVICE CORP	$240.00	$3,771,847.00	Pending
[34-649 - Raze- Building or Structure (Commercial)] EC APPROVED 12/3/24 FOUNDATION TO BE DEMOLISHED/ REMOVED PER CITY APPROVAL					
118844	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	$70.00	$6,335,000.00	Pending
[34-649 - Demolition - Interior (Commercial)]					
118863	1476 UNIVERSITY AV..19-633	CARLOS HERNANDEZ ANGELS	$70.00	$1.00	Pending
[34-649 - Demolition - Interior (Commercial)]					
118866	1415 E WALNUT ST..17-1061	GREEN BAY AREA PUBLIC SCHOOL DISTRICT EAST HIGH	$70.00	$37,637.00	Pending
[34-1 - Roofing (Commercial)] BLDG NORTHWEST CORNER OF THE TRACK					
118877	1400 LOMBARDI AV..6-310-1	LOMBARDI CENTER LLC	$70.00	$5,990.00	Closed
[34-1 - Z - Misc Project Not Listed (Commercial)]					
118893	813 S BROADWAY..2-215	DON MJELDE	$70.00	$30,000.00	Pending
[34-1 - Roofing (Commercial)]					
118948	1230 BAY BEACH RD..20-695	MCDONALD LUMBER CO INC	$70.00	$45,000.00	Pending
[34-1 - Move - Building or Structure (Commercial)]					
116728	844 MITCHELL ST..6-802	EILEEN M L GIESE	$50.00	$1,000.00	Pending
[40-55 - Electrical Service - Repair (Residential)]					
118599	463 MENLO PARK RD..21-4076	VALERIE HOEHNKE	$50.00	$4,000.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118767	2387 VAN BEEK RD..21-127-2	CASSIE L DUCHATEAU	$50.00	$2,203.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118768	1840 WESTERN AV..6-127-A	MARCELLA D GORY	$50.00	$707.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118773	612 S MILITARY AV..6-149-1	OASIS ESTATE LLC	$70.00	$3,000.00	Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]					
118790	841 NEUFLED ST ..6-157-H	SAMUEL & PETER VOSS	$50.00	$1,800.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
118793	3140 LOWELL DR..21-180-6	SWING AWAY DEVELOPMENT LLC	$140.00	$12,000.00	Closed

[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]

118797 516 S WEBSTER AV..14-786 | ERIC J GRIDLEY | $50.00 | $1,600.00 | Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118807 1285 MAIN ST..8-306 | MOSKI CORP | $140.00 | $1,500.00 | Closed
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]

118813 1973 SOUTH POINT RD..6H-2276 | JACKIE A GARBRECHT | $50.00 | $9,000.00 | Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] PANEL UPGRADE, ISTALLING BATH FAN, 8 LIGHTS THROUGHOUT THE HOME AND 3 OUTLETS

118822 414-416 PINE TERR..6-2624 | ALAN D & DAVID I RAMIREZ GUERRERO | $50.00 | $900.00 | Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118831 2766 HE-NIS-RA LN..6H-2407 | JOHN E & JENNIFER M SEBRANEK | $50.00 | $1,000.00 | Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118841 1648 SPRUCE ST..6-811-20 | DAVID CHIU | $50.00 | $3,439.00 | Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118842 2030 E MASON ST, SUITE H&I ..21-1361 | IPANEMA GREEN BAY LLC | $70.00 | $500.00 | Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]

118860 663 CALVIN CT..21-3780 | VANBOXTEL JAMES & KATHLEEN REVOCABLE TRUST | $50.00 | $1,196.00 | Closed
[40-53 - Electrical Service - Change (Residential)]

118864 2865 DURHAM RD..22-1794 | JASON & ERIN S HOPPE | $50.00 | $5,000.00 | Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118880 1739 BRIQUELET ST..6-1481 | R&D MENA DEVELOPMENT LLC | $50.00 | $1,900.00 | Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118884 420 WESLEY AV..21-1111-S-16 | GREGORY W & DENISE R KIRCHMAYER REVOCABLE TRUST | $50.00 | $2,000.00 | Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118897 1350 S MILITARY AV..6-209-E | CB 1350 LLC | $140.00 | $15,000.00 | Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]

118916 605 SKYLINE BLVD..21-819-5 | MAMIE & DIANE & LINDA & ELIZABETH VOLLETZ | $50.00 | $1,500.00 | Pending
[40-53 - Electrical Service - Change (Residential)]

118928 1720 CHATEAU DR..6-1553 | STEVEN M COONEY | $50.00 | $5,700.00 | Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

118930 311 S ONEIDA ST..3-1254 | BOYS CLUB OF GREEN BAY | $140.00 | $29,660.00 | Pending
[40-58 - Fire Protection Alarm (Commercial)]

118949 508 8th ST..1-836 | GREEN BAY CITY OF PARK EIGHTH ST | $0.00 | $1,000.00 | Closed
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]

118959 1076 SHAWANO AV..3-7 | STEVEN L D WAUTERS | $50.00 | $1,050.00 | Pending
[40-53 - Electrical Service - Change (Residential)]

118987 1218 ELMORE ST..5-1314-C | ECUMENICAL PARTNERSHIP FOR HOUSING INC | $50.00 | $800.00 | Pending

[40-53 - Electrical Service - Change (Residential)]

118344	1324 HOBART DR..6H-1678	HUE & SOUA S VANG	$50.00	$10,000.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					
118710	825 N HENRY ST..19-408	ROBERT BURKEL, ETAL	$50.00	$4,937.00	Pending
[50-45 - Heating Unit Only (Residential)]					
118771	515 PINE ST..11-263	BROWN COUNTY LIBRARY DOWNTOWN	$15,235.26	$3,248,000.00	Pending
[50-4 - Repair/Alter Existing HVAC System (Commercial)]					
118775	811 N LOCUST ST..6-1133	BENJAMIN E SCHMITZ	$50.00	$10,950.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					
118779	703 BASCOM WAY..21-2998	TAMARA H & JOSEPH A BETHEL	$50.00	$7,500.00	Pending
[50-45 - Heating Unit Only (Residential)]					
118780	3140 BAY VIEW DR..21-3015	CARLY R KIBBE	$50.00	$14,234.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
118781	413 PARK ST..5-1680	DIANA L MORA	$50.00	$7,050.00	Closed
[50-45 - Heating Unit Only (Residential)]					
118789	721 S BAIRD ST..17-784	TAMMY L VANGHEEM	$50.00	$2,570.00	Pending
[50-45 - Heating Unit Only (Residential)]					
118799	1266 DIVISION ST..5-1335-D	MARCIA LAABS	$50.00	$4,300.00	Pending
[50-45 - Heating Unit Only (Residential)]					
118800	425 N LOCUST ST..6-1591	DORWIN B TEVEBAUGH SURVIVOR'S TRUST	$50.00	$6,566.00	Closed
[50-45 - Heating Unit Only (Residential)]					
118806	120 ALLARD AV..3-32	JAYNE L RISING	$50.00	$9,957.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
118808	1179 BOND ST..5-1310	SENG & YIA THAO	$50.00	$5,000.00	Closed
[50-45 - Heating Unit Only (Residential)]					
118809	1112 DEVONWOOD DR..6-2610	TINA M NAGEL	$50.00	$7,000.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					
118810	820 SMITH ST..7-260	NICANOR LEONSIERRA, ETAL	$50.00	$3,000.00	Closed
[50-45 - Heating Unit Only (Residential)]					
118818	1445 OAK RIDGE DR..6-988	VERONICA FERRY	$50.00	$2,920.00	Pending
[50-45 - Heating Unit Only (Residential)]					
118819	1703 ST. AGNES DR..6-2942	JANDRAIN ENTERPRISES LLC	$50.00	$10,275.00	Pending
[50-45 - Heating Unit Only (Residential)]					
118820	444 MCAULIFFE HEIGHTS TR..21-7242	THOMAS A & CYNTHIA L VANESS	$50.00	$13,000.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					
118830	1601 CORONATION CT..6H-3441	DANIEL J & KANDACE R WATT	$50.00	$9,650.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					

118848 1540 LANGLADE AV..6-1300 [50-43 - Heating and Air Conditioning Units (Residential)]	CAROLINE E & DOROTHY M RASMUSSEN	$50.00	$14,600.00	Closed
118849 445 HARTUNG ST..8-507 [50-45 - Heating Unit Only (Residential)]	ALBERT RULEFORD	$50.00	$4,815.00	Closed
118850 1196 ELMORE ST..5-1312-1 [50-45 - Heating Unit Only (Residential)]	STEVEN A & MARCIA A SHEFCHIK	$50.00	$7,000.00	Closed
118851 2084 WINTERGREEN CT..6H-2500 [50-43 - Heating and Air Conditioning Units (Residential)]	EDEN & SHANE LUND	$50.00	$19,774.00	Pending
118852 333 BELLEVUE ST..8-395 [50-45 - Heating Unit Only (Residential)]	ERIC ELIZALDE	$50.00	$7,150.00	Pending
118861 2454 EILEEN ST..21-3552 [50-45 - Heating Unit Only (Residential)]	MASON J WOULF	$50.00	$5,200.00	Pending
118872 2847 N FOX RUN CIR..21-5071 [50-45 - Heating Unit Only (Residential)]	HAILEY M CROWE	$50.00	$9,515.00	Pending
118873 2097 WHITE OAK TERR..6H-2103 [50-45 - Heating Unit Only (Residential)]	JOHN A HUSBY, ETAL	$50.00	$8,800.00	Pending
118875 118 S WASHINGTON ST Unit 431A..12-306 [50-43 - Heating and Air Conditioning Units (Residential)]	BLAKE R OLEJNICZAK	$50.00	$15,395.00	Pending
118876 3121-3123 FINGER RD..21-5466 [50-43 - Heating and Air Conditioning Units (Residential)]	MUSIAL PROPERTIES LLC	$50.00	$11,850.00	Pending
118882 852 NICOLET AV..2-745 [50-45 - Heating Unit Only (Residential)]	LEANNE A LESLIE	$50.00	$2,559.00	Closed
118883 1137 REED ST..3-1138-C [50-45 - Heating Unit Only (Residential)]	WILLIAM SEIMS	$50.00	$2,820.00	Closed
118885 324 QUINTON ST..21-1460 [50-45 - Heating Unit Only (Residential)]	RYAN M PULLEY	$50.00	$4,783.00	Pending
118890 1751 DEBRA LN..21-820-M-37 [50-43 - Heating and Air Conditioning Units (Residential)]	VIRIDIANA CHAVARRIA PALACIOS	$50.00	$1,489.00	Closed
118891 915 MARQUETTE AV..2-1064 [50-45 - Heating Unit Only (Residential)]	MATTHEW J STUTLEEN	$50.00	$6,096.00	Closed
118899 620 ABRAMS ST..21-2649 [50-45 - Heating Unit Only (Residential)]	CHERYL A JOHNSON	$50.00	$5,400.00	Pending
118900 425 CHERRY ST..11-182 [50-45 - Heating Unit Only (Residential)]	DIVINE TEMPLE CHURCH OF GOD IN CHRIST	$50.00	$4,200.00	Pending
118903 1159 GROSS AV..1-124 [50-45 - Heating Unit Only (Residential)]	KELLY R JONES	$50.00	$3,950.00	Pending
118904 1689 JUNIPER DR..21-1110-M-81	EFRAIN VILLA RODRIGUEZ, ETAL	$50.00	$5,000.00	Closed

[50-45 - Heating Unit Only (Residential)]				
118905 3475 SCOTTWOOD DR..22-159-2 [50-45 - Heating Unit Only (Residential)]	AV GROUP LLC	$50.00	$18,750.00	Pending
118908 1292 MATHER ST..18-1330 [50-41 - AC Unit Only (Residential)]	JOSEPH LANNOYE	$50.00	$5,928.00	Pending
118913 138 BLITHE ST..6-1885 [50-45 - Heating Unit Only (Residential)]	FLORENTINO MEDINA	$50.00	$13,466.00	Closed
118914 2177 PACKERLAND DR..6H-3407 [50-45 - Heating Unit Only (Residential)]	KELLEY SUZANNE BRADSHAW	$50.00	$10,200.00	Pending
118927 918 WIRTZ AV..2-754-1 [50-45 - Heating Unit Only (Residential)]	ROBERT C & BARBARA J BENEDICT	$50.00	$9,200.00	Pending
118929 916 COPPENS RD..18-837-C [50-45 - Heating Unit Only (Residential)]	LEE WIESMAN	$50.00	$4,909.00	Pending
118931 820 E WALNUT ST..14-317 [50-45 - Heating Unit Only (Residential)]	NAVARINO COLLECTIVE LLC	$50.00	$6,359.00	Closed
118939 1957 SMITH ST..21-2445-N-13 [50-45 - Heating Unit Only (Residential)]	AIYANA CYNTHIA ROSE CRUZ	$50.00	$2,931.00	Pending
118940 250 WINDWARD RD..21-6160 [50-43 - Heating and Air Conditioning Units (Residential)]	JEROME A & JANE B GEIGER	$50.00	$12,560.00	Pending
118941 1421 HARBOR SPRINGS CIR..21-5503 [50-43 - Heating and Air Conditioning Units (Residential)]	THEODORE H & CARRIE J GUSMER	$50.00	$7,900.00	Pending
118943 1106 N PLATTEN ST..18-1117 [50-45 - Heating Unit Only (Residential)]	PEGI BE DELL	$50.00	$4,785.00	Pending
118945 874 HUBBARD ST..5-556 [50-45 - Heating Unit Only (Residential)]	KARRIE A & CHAD M REVOLINSKI	$50.00	$4,807.00	Closed
118952 1974 TREELAND DR..6H-3657 [50-45 - Heating Unit Only (Residential)]	WESTLEY J & KALI L KRULL	$50.00	$6,621.00	Pending
118958 3489 NICOLET DR..22-48 [50-45 - Heating Unit Only (Residential)]	KENLYN J & DALE N LAUTENBACH	$50.00	$10,500.00	Pending
118960 1960 HILLVIEW DR..21-2445-P-7 [50-43 - Heating and Air Conditioning Units (Residential)]	PATRICIA J & LLOYD R SIEBERT	$50.00	$14,800.00	Pending
118962 534 EDELWEISS DR..21-3443 [50-45 - Heating Unit Only (Residential)]	KASEY C & ASHLEY M STEINBRINCK	$50.00	$5,531.00	Pending
118966 320 N ASHLAND AV..5-611 [50-45 - Heating Unit Only (Residential)]	LAPIS PROPERTIES LLC	$50.00	$3,600.00	Pending
118967 1580 ELM ST..19-102	NORTH BRANCH PROPERTIES LLC	$50.00	$4,875.00	Pending

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

118971 2756 CORMIER RD..6H-3174	NEIL & JEANA STEFFENS	$50.00	$4,734.00	Pending
[50-45 - Heating Unit Only (Residential)]				
118973 1139 S CHESTNUT AV..1-779	RICH & SANDRA OLSZEWSKI	$50.00	$4,300.00	Pending
[50-45 - Heating Unit Only (Residential)]				
118984 1841 LILAC LN..21-2850	RHONDA L TERRIEN	$50.00	$5,682.00	Pending
[50-45 - Heating Unit Only (Residential)]				
118296 809 WILSON AV..18-396	RAUL & LINDA LINARES	$30.00	$5,000.00	Pending
[60-27 - Water Heater (Residential)]				
118736 2044 HILLVIEW DR..21-2445-P-15	SALLY & RICK MASON	$50.00	$12,799.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]				
118778 1606 MAIN ST..21-1993	RUBEN MOSQUEDA	$155.00	$6,800.00	Closed
[60-20 - Misc Plumbing (treament systems, grease traps, backflow valve)(Commercial)] Adding a grease trap to the market				
118782 1041 DOUSMAN ST..5-1133	KAN RENTALS LLC	$30.00	$3,982.00	Closed
[60-29 - Water Service - Connection/Repair (Residential)]				
118783 1047-1049 DOUSMAN ST..5-1134	KAN RENTALS LLC	$30.00	$3,982.00	Closed
[60-29 - Water Service - Connection/Repair (Residential)]				
118784 617 DOUSMAN ST..4-121	STEVEN J LICHON	$30.00	$6,682.00	Closed
[60-29 - Water Service - Connection/Repair (Residential)]				
118785 502 N ASHLAND AV..5-1036	MICHAEL J DELANEY, ETAL	$30.00	$3,977.00	Closed
[60-29 - Water Service - Connection/Repair (Residential)]				
118786 1140 PINE ST..14-81	RAMIRO & AMELIA ROBLES	$30.00	$4,882.00	Closed
[60-29 - Water Service - Connection/Repair (Residential)]				
118787 1145 S VAN BUREN ST..16-319	THOMAS E & KRISTIN R PHILLIP	$30.00	$6,995.00	Closed
[60-31 - Sanitary Sewers - Connection/Repair (Residential)]				
118794 1018 GALLAGHER ST..18-41	CONSTANCE L SHAW	$50.00	$800.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]				
118802 2455 REMINGTON RD, UNIT 3..21-8014	MARY LOU & RICHARD KIDD	$100.00	$18,650.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]				
118803 1686 SHAWANO AV..6-235-E	BRZEZINSKI PROPERTIES III LLC	$70.00	$11,000.00	Closed
[60-26 - Water Heater (Commercial)]				
118805 2781 ENGLEWOOD RD..21-6070	TIMOTHY P & ELIZA M KILLIAN	$30.00	$6,295.00	Closed
[60-27 - Water Heater (Residential)]				
118814 1202 MARSHALL AV..18-162-A	STEVEN W SATHER	$50.00	$1,101.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]				
118816 111 ROSE LN..21-2678-R-3	BONNIE J DAVIS REVOCABLE TRUST	$50.00	$4,775.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]				

118824	1959 ZEISE AV..21-2445-P-26	NICHOLAS Q OBRIEN	$30.00	$5,923.00	Closed
[60-27 - Water Heater (Residential)]					
118825	3284-3286 PETERSON RD..22-171-2-7	SUSAN J WATERMOLEN TRUST OF 2020	$50.00	$8,004.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
118827	1795 BOLAND RD..6-2675	ELIZABETH M SENGKHAMMEE	$50.00	$8,004.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
118847	840 OREGON ST..4-11	CORBY CONNIE L REVOCABLE TRUST	$50.00	$111,000.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)] Rework drain stack, piping, kitchen sink, shower, faucet, toilet					
118867	1913 EASTMAN AV..21-1183-A	JUAN & TAPIA	$50.00	$1,000.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
118869	1132 EASTMAN AV..7-347	GINNY L SPEICH	$50.00	$2,568.74	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
118870	1210 LANGLADE AV..1-421-A-2	ANNA MAE PETRUSHA	$30.00	$6,504.00	Closed
[60-27 - Water Heater (Residential)]					
118889	130 N MAPLE AV..4-228	BRENDA VALLEY	$50.00	$2,136.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
118895	1139 BADGER ST..3-1175-A	ANTIONETTE & JASON B WRIGHT	$30.00	$2,500.00	Pending
[60-27 - Water Heater (Residential)]					
118902	628 EMILIE ST..16-95	FRANCES S & BELA R BALLO	$30.00	$6,000.00	Closed
[60-31 - Sanitary Sewers - Connection/Repair (Residential)]					
118911	904 9th ST..1-675-A	RUTH M WIDMYER	$50.00	$2,000.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
118912	1696 KING OF ARMS DR..6H-3431	HELEN C & EDWARD C OCONNOR GRIFFIN	$50.00	$14,640.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
118924	2056 NEWBERRY AV..21-2339	SAUNORIS PROPERTIES LLC	$30.00	$2,500.00	Closed
[60-29 - Water Service - Connection/Repair (Residential)]					
118936	845 HOWARD ST..3-959	MELISSA PETERS	$30.00	$2,539.00	Pending
[60-27 - Water Heater (Residential)]					
118938	830 9th ST..1-581	COVER RENTALS LLC	$50.00	$6,000.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
118970	1118 COLONIAL AV..1-1799	SHIRLEY A RASMUSSEN	$50.00	$500.00	Pending
[60-23 - New Plumbing System (Residential)]					
118433	3112 FINGER..21-173-9	GB DEVELOPMENT LLC	$271.42	$9,000.00	Pending
[70-1 - Signs - Permanent] Tenant 1 Sign 2.69 ft x 3.88 ft Tenant 2 Sign 2.69 ft x 3.88 ft Tenant 3 Sign 1.34 ft x 5.46 ft Tenant 4 Sign 1.34 ft x 5.46 ft Tenant 5 Sign 1.34 ft x 5.46 ft Tenants signs must reflect one individual user per site. Signs cannot include off parcel users					
118450	2415 W MASON ST..6H-1109-1	DJG WEST MASON LLC	$110.00	$1,000.00	Pending

[70-1 - Signs - Permanent] 10 x 4 foot Dollar Tree sign (2nd sign) on Pylon.

118756	2405 W MASON FRONTAGE RD..6H-4459	DT HMC WEST MASON LLC	$260.20	$5,000.00	Pending

[70-1 - Signs - Permanent] 18.6 x 7.0 wall signage on both north and east face of wall for Dollare Tree

118761	1828 S ASHLAND AV..1-1131	FTF WI 1828 S ASHLAND AVE LLC	$194.02	$30,000.00	Pending

[70-1 - Signs - Permanent] 8.4 x 8.1 sign update to existing pylon sign. Sign package included for updates to remaining signage on site (Canopy and Pump Signage). No new or updated signage to building.

118791	2475 W MASON ST..6H-1111-A	YSRP INVESTMENT CORPORATION	$263.70	$0.00	Pending

[70-1 - Signs - Permanent] 4 wall signs
27.1 x 1.6
7.4 x 1.9 (2)
13.3 x 2.7
Electrical permit apart of remodel of restaurant

118854	118 S ADAMS ST..12-130	L&T INVESTMENTS LLC	$122.90	$1,000.00	Pending

[70-1 - Signs - Permanent] 14' x 4.7 Wall Sign

118856	118 S ADAMS ST..12-130	L&T INVESTMENTS LLC	$176.64	$9,000.00	Pending

[70-1 - Signs - Permanent] 6.67'x 4.75' Awning Sign
11' x 5.6 Wall sign

118946	612 S MILITARY AV..6-149-1	OASIS ESTATE LLC	$280.40	$9,000.00	Pending

[70-1 - Signs - Permanent] (1) Sign facing Military 15.2 x7
(1) Sign facing Mason 15.2 x 7
(1) Wall sign 4 x 2

Totals: 203 projects	$166,619.67	$87,760,740.34	

Summary of Projects Issued

12/1/2024 to 12/31/2024

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
2 Residential - Addition - Single Family House	1	0	1	1	1	0	1	0	$205.00	$65,000.00
2 Residential - Alteration - 1 -2 Family House	31	0	12	31	13	5	9	0	$4,099.23	$618,472.00
3 Residential - New - Single Family House w/ Zero Lotline (each unit is separate from adjoining unit with wall extending from ground to roof, no units above or below, separate HVAC systems and utility meters)	2	2	4	2	2	2	2	2	$2,112.35	$320,000.00
7 Deck, Porch, Patio, Ramp (Residential)	6	2	1	6	0	0	0	0	$375.00	$35,655.00
9 Raze - Building or Structure (Residential)	2	0	0	2	0	0	0	0	$100.00	$9,200.00
11 Driveway Replacement and/or Expansion (Residential)	2	0	0	2	0	0	0	0	$100.00	$8,100.00
11 Fence (Residential)	6	0	0	6	0	0	0	0	$300.00	$27,719.00
11 Foundation Repair (Residential)	6	0	1	6	0	0	0	0	$325.00	$78,401.60
11 Garage/Carport/Shed (residential)	4	1	1	4	1	0	0	0	$300.00	$75,705.00
11 Z - Misc Project Not Listed (Resiential)	1	0	0	1	0	0	0	0	$0.00	$1.00
30 Commercial - Alteration - Multi-Family of 3 or more units	1	0	0	1	1	0	1	0	$799.60	$200,000.00
30 Commercial - New - 5 or More Family Building	1	1	3	1	1	1	1	1	$120,078.68	$58,000,000.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	6	0	6	6	6	4	3	0	$6,182.00	$3,563,483.00
33 Commercial - New - Industrial Buildings (factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)	1	1	1	1	1	1	1	1	$5,613.64	$9,400,000.00
34 Cell Tower - Alteration to Existing (Commercial)	2	0	0	2	0	0	0	0	$140.00	$52,500.00
34 Change of Use (Commercial)	1	1	1	1	1	0	0	0	$2,216.86	$750,000.00
34 Demolition - Interior (Commercial)	2	0	0	2	0	0	0	0	$140.00	$6,335,001.00
34 Move - Building or Structure (Commercial)	1	0	0	1	0	0	0	0	$70.00	$45,000.00
34 Raze- Building or Structure (Commercial)	1	0	0	1	0	0	1	1	$240.00	$3,771,847.00
34 Roofing (Commercial)	3	0	0	3	0	0	0	0	$342.77	$267,929.00
34 Z - Misc Project Not Listed (Commercial)	1	0	0	1	0	0	0	0	$70.00	$5,990.00
40 Electrical Service - Change (Residential)	4	0	0	0	4	0	0	0	$200.00	$4,546.00
40 Electrical Service - Repair (Residential)	1	0	0	0	1	0	0	0	$50.00	$1,000.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	6	0	0	0	6	0	0	0	$560.00	$33,000.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	13	0	0	0	13	0	0	0	$650.00	$39,249.00
40 Fire Protection Alarm (Commercial)	1	0	0	0	1	0	0	0	$140.00	$29,660.00
50 AC Unit Only (Residential)	1	0	0	0	0	1	0	0	$50.00	$5,928.00
50 Heating and Air Conditioning Units (Residential)	15	0	0	0	0	15	0	0	$750.00	$173,159.00
50 Heating Unit Only (Residential)	41	0	0	0	0	41	0	0	$2,050.00	$252,656.00
50 Repair/Alter Existing HVAC System (Commercial)	1	0	1	1	1	1	0	0	$15,235.26	$3,248,000.00
60 Misc Plumbing (treament systems, grease traps, backflow valve)(Commercial)	1	0	1	0	0	0	1	0	$155.00	$6,800.00
60 New Plumbing System (Residential)	1	0	0	0	0	0	1	0	$50.00	$500.00
60 Repair/Alter Existing Plumbing System (Residential)	14	0	0	0	1	0	14	0	$750.00	$193,477.74
60 Sanitary Sewers - Connection/Repair (Residential)	2	0	0	0	0	0	2	0	$60.00	$12,995.00

60 Water Heater (Commercial)	1	0	0	0	0	0	1	0	$70.00	$11,000.00
60 Water Heater (Residential)	6	0	0	0	0	0	6	0	$180.00	$28,761.00
60 Water Service - Connection/Repair (Residential)	6	0	0	0	0	0	6	0	$180.00	$26,005.00
70 Signs - Permanent	8	8	0	8	1	0	0	0	$1,679.28	$64,000.00
Totals:	203	16	33	90	55	71	50	5	$166,619.67	$87,760,740.34

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF EXECUTIVE BUDGET AND FINANCE
DOA-2778 (R11/2023)

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL
PO BOX 7932
MADISON, WI 53707-7932
DOAMunicipals@wisconsin.gov

MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name	County Code Number	Report for Month/Year
Brown	05	December, 2024
Municipal Name	**Municipal Code Number**	**Telephone Number**
Green Bay Municipal Court	231	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.)	$ 40,472.28	$ 40,472.28		
Adjustment (if applicable)	$ -60.00	$ -60.00		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	$ 19,280.42	$ 16,820.53		$ 2,459.89
Adjustment (if applicable)	$ -38.00	$ -33.00		$ -5.00
3. Penalty Surcharges (s. 757.05, Stats.)	$ 10,312.25			$ 10,312.25
Adjustment (if applicable)	$ -15.60			$ -15.60
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	$ 4,865.06		$ 4,865.06	
Adjustment (if applicable)	$ -10.00		$ -10.00	
5. Driver Improvement Surcharges (s. 346.655, Stats.)	$ 7,954.00		$ 3,697.00	$ 4,257.00
Adjustment (if applicable)	$ .00		$ .00	$ .00
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	$ 6,254.83			$ 6,254.83
Adjustment (if applicable)	$ -13.00			$ -13.00
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	$ .00			$ .00
Adjustment (if applicable)	$ .00			$ .00
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	$ .00	$ .00		$ .00
Adjustment (if applicable)	$ .00	$ .00		$ .00
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	$ 750.00		$ 750.00	
Adjustment (if applicable)	$ .00		$ .00	
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)	$ .00			$ .00
Adjustment (if applicable)	$ .00			$ .00
11. Safe Ride Program (s. 85.55, Stats.)	$ 1,138.90			$ 1,138.90
Adjustment (if applicable)	$ .00			$ .00
12. Totals	$ 90,891.14	$ 57,199.81	$ 9,302.06	**Pay This Amount** $ 24,389.27

Continue onto the next page.

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF EXECUTIVE BUDGET AND FINANCE
DOA-2778 (R11/2023)

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL
PO BOX 7932
MADISON, WI 53707-7932
DOAMunicipals@wisconsin.gov

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: 1-2-25

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: 1/7/25

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

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

RESOLUTION OF RECOGNITION
SWISS HILL NEIGHBORHOOD ASSOCIATION

Green Bay, Wisconsin
December, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Mayor and Common Council of the City of Green Bay, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and

WHEREAS, the City of Green Bay values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and

WHEREAS, the Swiss Hill Neighborhood Association has been organized by residents of the City of Green Bay with a mission statement as follows: "Our mission is to foster a vibrant, inclusive community in Green Bay, where neighbors connect, support one another, and celebrate our unique heritages. We enhance quality of life through collaboration, encourage friendships, and engage in local events, while ensuring a welcoming environment and a sense of belonging."

WHEREAS, the Swiss Hill Neighborhood Association will serve residents of the City of Green Bay in the neighborhood bounded by Newberry to the South, Alpine to the East, Danz is West and the northern boundary is up to the railroad tracks bordering Baird Creek Parkway up to Lost Ridge Court.

NOW, THEREFORE, BE IT RESOLVED that the City of Green Bay, whose Mayor and Common Council are herein assembled, officially recognize the Swiss Hill Neighborhood Association; and

BE IT FURTHER RESOLVED that the Mayor, Common Council and staff of the City of Green Bay hereby pledge their support and cooperation in addressing the needs of the citizens of this neighborhood in particular and the community in general.

Adopted _____

Approved_____

_____
Mayor

_____
Clerk

RESOLUTION REGARDING BLIGHT DETERMINATION AND ACQUISITION OF PROPERTY LOCATED AT 1400 MAIN STREET

January 21, 2025

WHEREAS, Under Wis. Stats. §66.1333, the Blight Elimination and Slum Clearance Act (hereinafter "Act"), it is the policy of this state to protect and promote the health, safety and general welfare of the people of the state in which blighted areas exist by the elimination and preservation of such areas through the utilization of all means appropriate for that purpose, thereby encouraging well-planned, integrated, stable, safe and healthful neighborhoods, the provision of healthful homes, a decent living environment and adequate places for employment of the people of this state and its communities in these areas and blighted properties; and

WHEREAS, by virtue of adoption of a resolution on February 21, 1967, the City of Green Bay Common Council ("Common Council") created a Redevelopment Authority ("RDA") for the purpose of carrying out blight elimination, slum clearance, and urban renewal programs and projects; and

WHEREAS, the Act allows the RDA to undertake activities within the City of Green Bay ("City") for the purpose of carrying out redevelopment, blight elimination, blight prevention and urban renewal programs and projects as set forth in the Act, together with all powers necessary or incidental to effect adequate and comprehensive redevelopment, blight elimination, and urban renewal programs and projects; and

WHEREAS, City staff have completed inspections of the Property and structure at 1400 Main Street ("Property") and finds that each are dilapidated and structurally deficient, providing reason to believe the Property meets the statutory definition to be classified as a "blighted area" under Wis. Stats. §66.1333(2m)(bm); and

WHEREAS, on Tuesday, August 16, 2005, the Common Council approved the creation of Tax Incremental District No. Eleven (11), Olde Main Street, which identified parcel #8-1 at 1400 Main Street as a blighted property within its Project Plan; and

WHEREAS, on Tuesday, July 19, 2016, the Common Council approved the designation of the Cedar and Main Blight District, which identified parcel #8-1 at 1400 Main Street as a blighted property; and

WHEREAS, a Phase I Environmental Site Assessment was conducted on the Property and identified findings of conditions consistent with blight and justify a Phase II Environmental Review; and

WHEREAS, the Property, by reason of its dilapidation, deterioration, environmental condition, obsolescence, and other factors, substantially impairs its sound development, constitutes an economic or social liability and is a risk to public health, safety and welfare in its present condition; and

WHEREAS, the RDA proposes to acquire the property at 1400 Main Street to carry out blight elimination and urban renewal projects, including the installation of public improvements on the Property; and

WHEREAS, Wis. Stats. §66.1333(5)(c)1g of the Act provides that the RDA may acquire blighted property without designating a redevelopment area or adopting a redevelopment plan if the RDA obtains approval of the Common Council by at least a two-thirds vote; and

WHEREAS, due to the real or perceived presence of hazardous substances on the Property, the City wishes to obtain a local government liability exemption authorized by Wis. Stats. §292.11(9)(e); and

WHEREAS, in order to obtain the state law environmental liability exemption, the Property must be acquired by certain methods or purposes, one of which is acquiring the Property for the purpose of blight elimination; and

WHEREAS, City staff have made preliminary findings that found the Property to be a "blighted property" within the statutory definition of Wis. Stats. §66.1333(2m)(bm) and (ii) submitted a recommendation of blight determination to the RDA and Common Council for approval; and

WHEREAS, the RDA conducted a duly-noticed public hearing pursuant to Wis. Stats. §66.1333(5)(c)(2) on January 14, 2025, at which all interested parties were afforded a full opportunity to express their views respecting the determination of blight for the property; and as defined in Wis. Stats. §66.1333(2m)(bm); and

WHEREAS, the RDA approved the designation of the Property at 1400 Main Street as blighted on January 14, 2025; and

WHEREAS, the determination of a blighted property requires a municipal resolution approving the determination; and

WHEREAS, the Common Council has reviewed the facts and circumstances relating to the Property and the proposed acquisition of the Property.

NOW, THEREFORE, BE IT RESOLVED that the City of Green Bay Common Council hereby determines that the Property at 1400 Main Street meets the statutory definition of a blighted property as defined in Wis. Stats. §66.1333(2m)(bm); and

BE IT FURTHER RESOLVED that the Common Council has taken such action necessary to approve the blight designation and acquisition as required under the Wisconsin statutes; and

BE IT FURTHER RESOLVED that the Common Council finds that a comprehensive redevelopment plan is not necessary to determine the need for the acquisition of the Property, the uses of the Property after acquisition and the relation of the acquisition to the property redevelopment by the RDA; and

BE IT FURTHER RESOLVED that the City of Green Bay Common Council supports the purchase and acquisition of the Property for the purpose of blight elimination.

Adopted _____

Approved _____

CITY OF GREEN BAY
COMMON COUNCIL

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jeffreys, City Clerk

FINAL PAYMENTS RESOLUTION
January 21, 2025

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

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

1. **PARKS 1-24 (JOANNES PARK – PARKING LOT RESURFACING)**
   MCC, INC.

TOTAL AMOUNT EARNED:	$	257,895.71
LESS AMOUNT RETAINED:	$	0.00
	$	257,895.71
LESS AMOUNT PREVIOUSLY PAID:	$	247,666.19
AMOUNT DUE THIS PAYMENT:	**$**	**10,229.52**

ACCOUNT NUMBER
410600-53001-94206: $10,229.52
PO #2400115

2. **PAVEMENT 1-23 S. VAN BUREN STREET RECONSTRUCTION**
   PETERS CONCRETE COMPANY

TOTAL AMOUNT EARNED:	$	1,376,519.32
LESS AMOUNT RETAINED:	$	0.00
	$	1,376,519.32
LESS AMOUNT PREVIOUSLY PAID:	$	1,334,694.39
AMOUNT DUE THIS PAYMENT:	**$**	**41,824.93**

ACCOUNT NUMBERS
501-12201-65053: $4,401.20
403500-55355-65053: $34,700.57
412500E-55355-65053: $1,586.37
401500E-55305-65053: $1,136.79
PO #2300047

3. **BRIDGE 3-24 (BRIDGE MAINTENANCE AND CONCRETE REPAIRS)**
LUNDA CONSTRUCTION

TOTAL AMOUNT EARNED:	$	109,967.80
LESS AMOUNT RETAINED:	$	0.00
	$	109,967.80
LESS AMOUNT PREVIOUSLY PAID:	$	106,590.02
AMOUNT DUE THIS PAYMENT:	**$**	**3,377.78**

ACCOUNT NUMBER
401500E-55311-69194: $3,377.78
PO #2400121

4. RAMPS 1-24 PARKING RAMP REPAIRS
BERGLUND CONSTRUCTION COMPANY

TOTAL AMOUNT EARNED:	$	181,460.45
LESS AMOUNT RETAINED:	$	0.00
	$	181,460.45
LESS AMOUNT PREVIOUSLY PAID:	$	175,743.32
AMOUNT DUE THIS PAYMENT:	**$**	**5,717.13**

ACCOUNT NUMBER
403500-55305-69024: $5,717.13
PO #2400063

Adopted _____, 2025

Approved _____, 2025

_____
Mayor

ATTEST:

_____
City Clerk

sap

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

January 21, 2025

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

Pursuant to the recommendation of the Finance Committee at its meeting of January 14, 2025, the following 2025 transfer of funds is hereby authorized:

	ACCOUNT		AMOUNT
From:	101099-59001	Contingency	$4,000.00
To:	101180-51502	Employee Assistance Program	$4,000.00

This budget amendment to cover payment the additional expense to stay with current vendor Employee Resource Center over 2025 budget approved at Common Council meeting on December 17, 2024.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

RESOLUTION AUTHORIZING
BUDGET AMENDMENT

January 21, 2025

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

Pursuant to the recommendation of the Finance Committee at its meeting of January 14, 2025, the following 2024 amendment of funds is hereby authorized:

	ACCOUNT		AMOUNT
Increase:	101300 50501	Police-Overtime	$25,532.06
Increase:	101300 46223	Police Overtime Reimbursement	$25,532.06

***This budget amendment is for 2024 unbudgeted overtime for staffing at the FBI and Internet Crimes Against Children Task Forces, unbudgeted special events such as Notre Dame Academy Football, HS Lunch Neighborhood Security-GB Schools, Hot Cider Hustle, St. John Paul II Virtue Walk, and Farmers Markets.*

Increase:	101400 50501	Fire-Overtime	$2,779.38
Increase:	101400 46223	Fire Overtime Reimbursement	$2,779.38

***This budget amendment is for 2024 unbudgeted overtime for staffing at events such as the Hot Cider Hustle, Turkey Trot and Brown County Fire Investigation Task Force.*

Increase:	101400 50501	Fire-Overtime	$22,055.00
Increase:	101400 43611	Fire-State Overtime Reimbursement	$22,055.00

***This budget amendment is for 2024 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

RESOLUTION ACCEPTING STREETS FOR CONCRETE PAVEMENT, ASPHALT PAVEMENT OR ASPHALT RESURFACING
JANUARY 21, 2025

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

That the Director of Public Works has reported on and recommends the acceptance of the following streets for concrete pavement, asphalt pavement or asphalt resurfacing.

PAVEMENT 1-24

S. MAPLE AVENUE - 9TH STREET TO NORTH TERMINI

PAVEMENT 2-24

FINGER ROAD - SUPERIOR ROAD TO CHALLENGER DRIVE

PAVEMENT 3-24

S. OAKLAND AVENUE – HOWARD STREET TO SEYMOUR COURT

ASPHALT RESURFACING 2024

BASTEN STREET – Ruth Street to Clement Street
EASTMAN AVENUE– N. Irwin Avenue to N. Baird Street
N. BAIRD STREET – Eastman Avenue to Smith Street
REBER STREET – N. Jackson Street to N. Webster Avenue
GRAY COURT – Velp Avenue to Cul-De-Sac
LINCOLN STREET – Mary Street to Emmet Street
HUDSON STREET – Western Avenue to Shawano Avenue
ETHEL AVENUE – Bond Street to Velp Avenue

NOW, THEREFORE, BE IT RESOLVED, that the above streets be and are hereby accepted and that the City Clerk be and is hereby instructed to issue statements against the abutting property in accordance with the final resolutions and the final assessments on file.

Adopted _____, 2025

Approved _____, 2025

_____
Mayor

ATTEST:

_____
City Clerk

sap

RESOLUTION AUTHORIZING CONDITIONAL USE PERMIT AT 158 N MAPLE AVENUE (ZP 24-50)

January 21, 2025

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

That, pursuant to Zoning Petition 24-50 and the recommendation of the Plan Commission on January 13, 2025, the City of Green Bay does authorize a Conditional Use Permit (CUP) for a single-family residence with a covered front porch that extends 6 feet into the front yard setback within an (OR) Office Residential District at 158 N Maple Avenue, submitted by Neighborworks Green Bay: City of Green Bay Redevelopment Authority, property owner:

> The North 55 feet of Lot One Hundred Three (103) and the North 55 feet of the West 25 feet of Lot One Hundred Two (102), according to the recorded plat of Dousman's Addition to Fort Howard, in the City of Green Bay, WSFR, Brown County, Wisconsin.
>
> Tax Parcel No. 4-95

Said conditional-use permit shall be granted subject to:

1) A development agreement shall be approved by the City of Green Bay Redevelopment Authority.
2) Site plan approval by the Office of Community and Economic Development.
3) Compliance with all other regulations of the Green Bay Municipal Code.

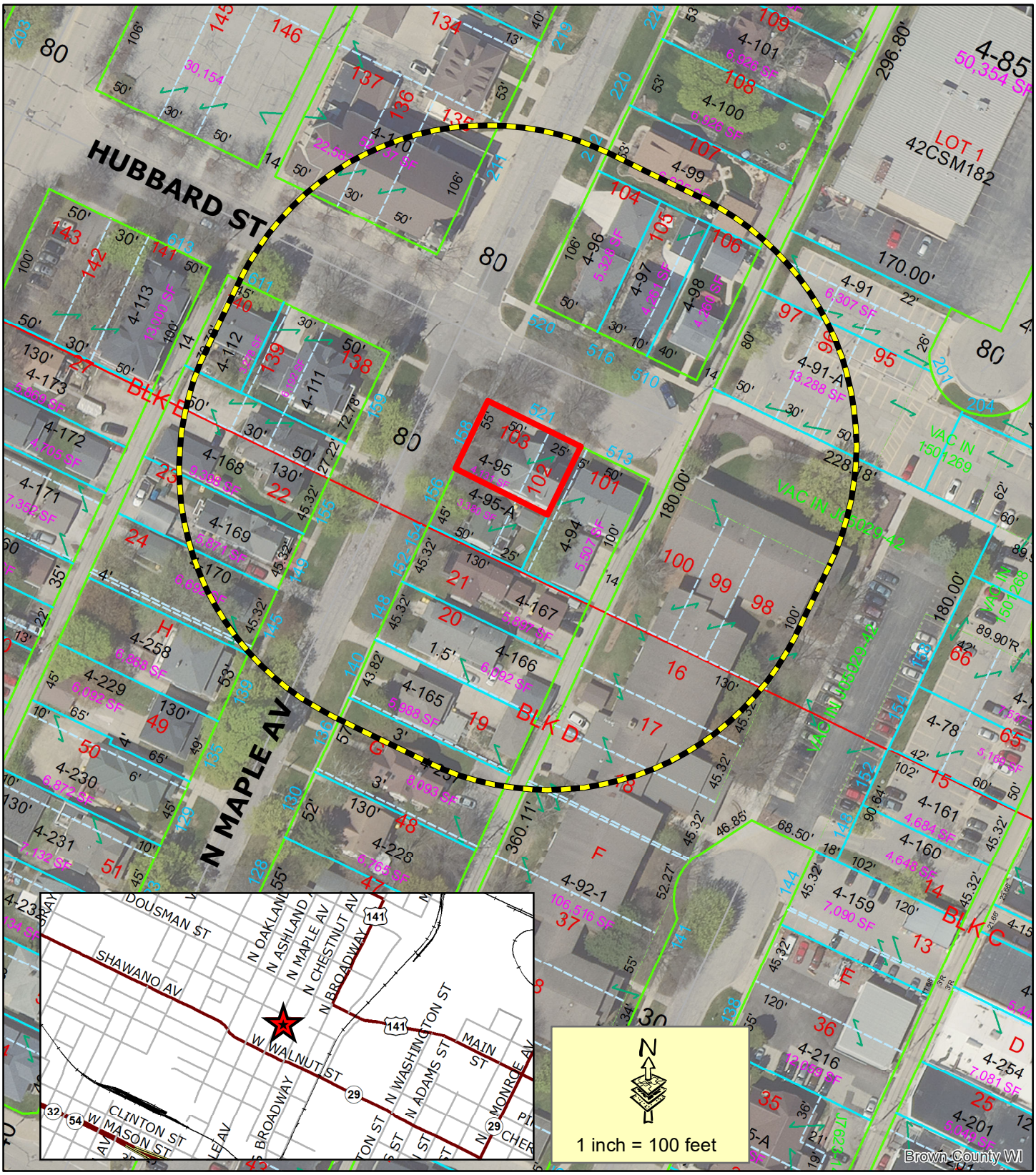
Adopted _____

Approved _____

_____
Eric Genrich, Mayor

_____
Celestine Jeffreys, Clerk

DM
Attachment: 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.

ZP 24-50
Conditional Use Permit (CUP) Request
Single-Family Residential Use in
(OR) Office-Residential District
158 N. Maple Avenue

CITY OF GREEN BAY 1854 Titletown, USA

RESOLUTION AUTHORIZING CONDITIONAL USE PERMIT AT 1902 NORTH IRWIN AVENUE (ZP 24-51)

January 21, 2025

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

That, pursuant to Zoning Petition 24-51 and the recommendation of the Plan Commission on January 13, 2025, the City of Green Bay does authorize a Conditional Use Permit (CUP) for an off-premises multi-message digital billboard sign in a General Commercial (C1) district at 1902 North Irwin Avenue, submitted by Trevor Bowman of Lamar Advertising; Manuel Bustamante Razo, property owner.

> Lots Twenty-four (24) and Twenty-five(25), Block Ninety-seven (97), according to the recorded Plat of Addition to Green Bay Men's Business Association, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.
>
> Tax Parcel No. 21-487

Said conditional-use permit shall be granted subject to:

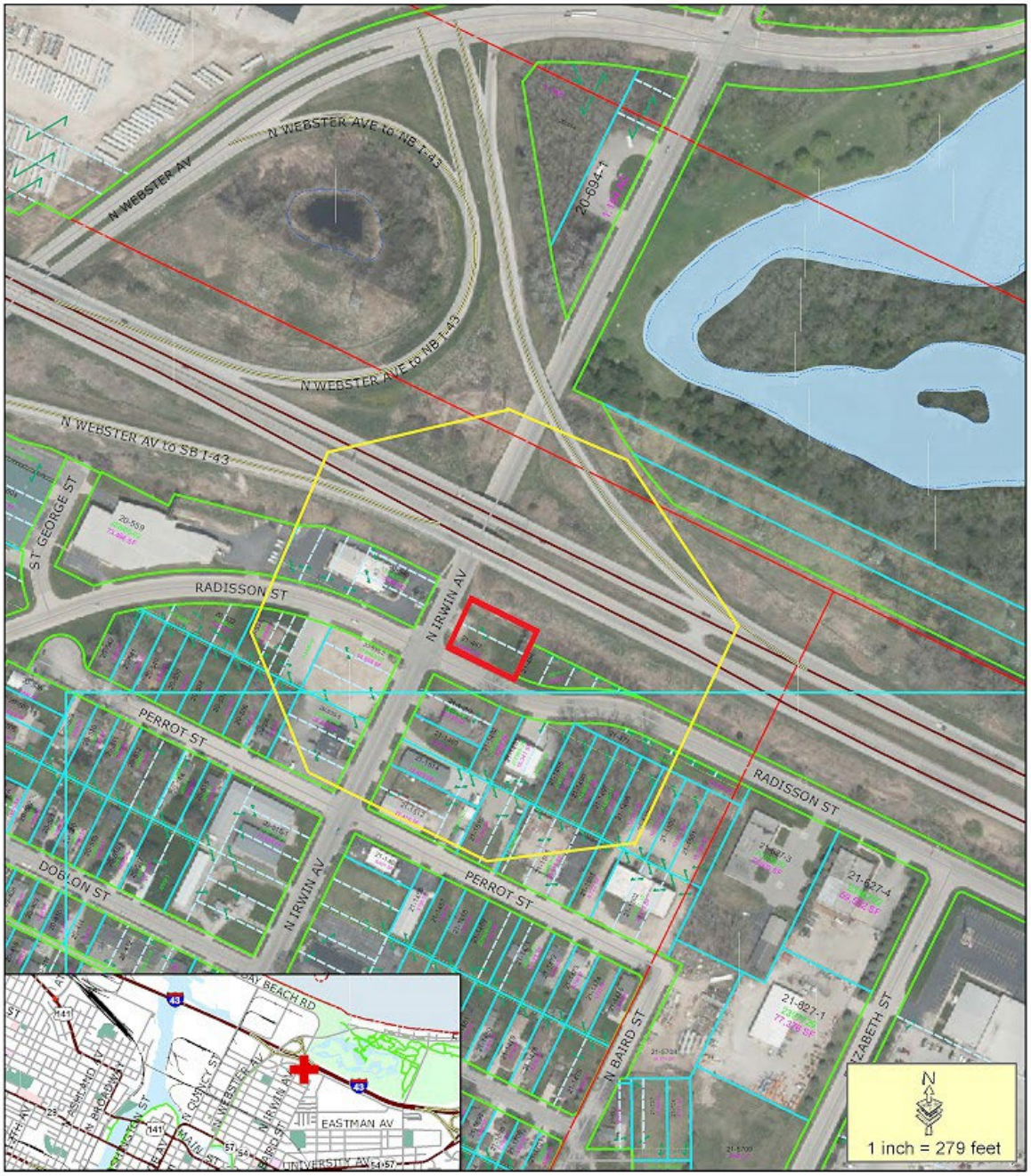
Adopted _____

Approved _____

_____
Eric Genrich, Mayor

_____
Celestine Jeffreys, Clerk

JL
Attachment: Map



Subject Parcel

400' Property Owner Notice

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Map prepared by JL

Conditional Use Permit Request
1902 Irwin Ave.

CITY OF GREEN BAY COMMON COUNCIL

Revocation of Massage Establishment License for Luck Weixi Therapy LLC

Findings of Fact and Conclusions of Law

This matter first came before the Common Council of the City of Green Bay on December 3, 2024 and on December 17, 2024. This complaint was brought forward by the Assistant City Attorney Rachel Maes on behalf of the City of Green Bay ("Petitioner"), a city with its principal office located at 100 North Jefferson Street, Green Bay, WI 54301. The purpose of the hearing was to determine whether the massage establishment license issued to Luck Weixi Therapy LLC ("Respondent"), for the location of 989 West Mason Street, Green Bay, WI 54304, should be revoked.

Findings of Fact

1) At issue is whether there are valid grounds to revoke the massage establishment license issued to Luck Weixi Therapy LLC, for the location of 989 West Mason Street, Green Bay, WI 54304.

2) On December 03, 2024, the Common Council held an initial quasi-judicial hearing on the Petitioner's request to revoke the massage establishment license for the Respondent. The hearing included testimony and evidence presented by Assistant City Attorney Rachel Maes on behalf of the City, from Weiwen Zhu, through a City provided interpreter, on behalf of Luck Weixi Therapy LLC, and from Xi Wang Filion, through her personal interpreter, in her individual capacity.

3) The record for this hearing consists of the following documents:
   a) Complaint filed by Petitioner and dated October 15, 2024
   b) Summons filed by the Petitioner and dated November 12, 2024
   c) Amended complaint filed by Petitioner and dated December 4, 2024
   d) Massage establishment application submitted by Weiwen Zhu on behalf of Luck Weixi Therapy LLC
   e) Green Bay Municipal Court Citation History for Xi Wang Filion
   f) Wisconsin Department of Financial Institutions search result for "luck weixi"

4) On April 30, 2024, Weiwen Zhu, on behalf of Luck Weixi Therapy LLC applied for a message establishment license.

5) On July 30, 2024, the City granted a massage establishment license to Weiwen Zhu, on behalf of Luck Weixi Therapy LLC for the location of 989 West Mason Street, Green Bay, WI 54304.

6) At present date, Luck Weixi Therapy LLC does not exist with the Wisconsin Department of Financial Institutions.

7) On September 6, 2024, the Petitioner discovered that Xi Filion on behalf of Tulip Spa was operating a message establishment located at 989 West Mason Street, Green Bay, WI 54304.

8) At present date, neither Xi Filion nor Tulip Spa have a massage establishment license.

9) By her own admission, Xi Filion admitted that she was the one who applied for the massage establishment license on behalf of Weiwen Zhu for Luck Weixi Therapy LLC.

10) Sections 10-95(g)1, 10-95(c)(1)b, and 10-95(f)(1)l Green Bay Municipal Code (GBMC) are relevant to this appeal.

11) Under Section 10-95(g)1, GBMC, a license granted may be revoked upon valid grounds that "the licensee has made or recorded any statement required by this section knowing it to be false, fraudulent, or intentionally deceptive.

12) Section 10-95(c)(1)b, GBMC, states that "no license shall be transferee 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."

13) Section 10-95(f)(1)l, GBMC, states that the licensee shall report any change of fact required on the applications form and all personnel changes to the City Clerk within ten days of such change."

Conclusions of Law

14) This revocation is properly before the Common Council pursuant to Section 10-95(g), GBMC. A hearing on this matter was timely conducted in accordance with that Section.

15) After considering the facts, the Common Council has found that there are several valid grounds under Section 10-95(g)(1) which support approving the revocation of the massage establishment license issued to Weiwen Zhu for Luck Weixi Therapy LLC for the location of 989 West Mason Street, Green Bay, WI 54304.

16) The Common Council has found that under Section 10-95(g)1, GBMC, Weiwen Zhu, on behalf of Luck Weixi Therapy LLC, made recorded false, fraudulent, or intentionally deceptive statements, including:

a) the false statement that the application was submitted by Weiwen Zhu when in fact it was prepared and submitted by Xi Filion.

b) the false statement on the application that Weiwen Zhu falsely was the owner of the establishment when in fact Luck Weixi Therapy LLC has, as of this date, never existed.

c) the false statement on the application that the applicant was not a corporation, when in fact there were multiple businesses attempting to operate at the location.

17) The Common Council has further found that under Section 10-95(c)(1)b, Weiwen Zhu improperly transferred the massage establishment license to Xi Filion on behalf of Tulip Spa.

18) The Common Council has additionally found that under Section 10-95(f)(1)l, Weiwen Zhu failed to report any of these changes of facts to the City Clerk within ten days of the changes.

Determination

19) For the foregoing reasons, the Common Council hereby grants the Petitioner's request and orders the massage establishment granted to Weiwen Zhu on behalf of Luck Weixi Therapy LLC for the location of 989 West Mason Street, Green Bay, WI 54304, be revoked.

20) The Common Council directs the City Clerk to notify the Respondent in writing and within 10 days of this decision to revoke this massage establishment license.

Approved by the Green Bay Common Council on January 21, 2025.

_____ _____
Mayor Eric Genrich Date

Attest:

_____ _____
Clerk Celestine Jeffreys Date

ZONING ORDINANCE NO. 01-25

AN ORDINANCE REZONING PROPERTY LOCATED AT 501 S. WASHINGTON STREET (PARCEL 15-169) FROM PUBLIC INSTITUTIONAL TO DOWNTOWN ONE (ZP 24-52)

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as tax parcel 15-169 which is located at 501 S. Washington Street from Public Institutional (PI) District to Downtown One (D1) District:

A TRIANGULAR PIECE OF LAND WITHOUT DESIGNATION IN THE PLAT OF "ASTOR", CITY OF GREEN BAY, EAST SIDE OF THE FOX RIVER, BROWN COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE BROWN COUNTY SURVEY POINT ID NO. 41U/V-1/2; THENCE S44°39'29"W, 5014.12 FEET TO THE NORTHWEST CORNER OF BLOCK 16 OF THE PLAT OF "ASTOR"; THENCE N63°35'28"W, 80.00 FEET TO THE WEST LINE OF S. ADAMS STREET AND THE POINT OF BEGINNING; THENCE S26°23'22"W, 269.89 FEET ALONG SAID WEST LINE TO THE EAST LINE OF S. WASHINGTON STREET; THENCE N04°48'57"E, 290.26 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF CHICAGO STREET; THENCE S63°35'28"E, 106.73 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

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 _____, 2025.

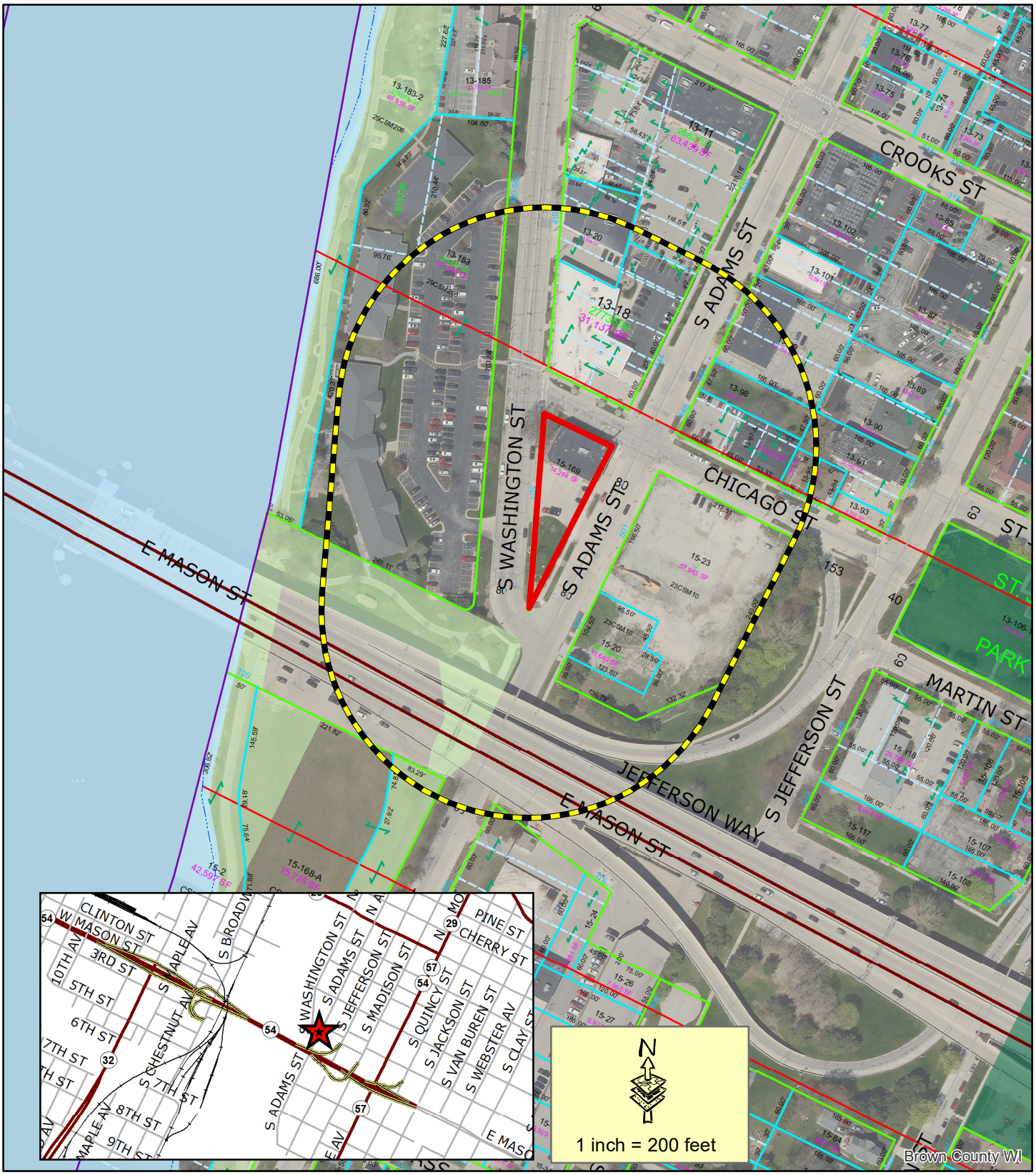
APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, City Clerk

dm
Attachment – Map



Subject Area

200' Property Owner Notice

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Zoning Petition (ZP 24-52)
Rezone at 501 S. Washington St. from Public Institutional (PI) to Downtown One (D1)

CITY OF GREEN BAY 1854 Titletown, USA

ZONING ORDINANCE NO. 02-25

AN ORDINANCE ZONING CERTAIN LAND LOCATED AT THE NORTHEAST CORNER OF 1835 S RIDGE ROAD AS A PLANNED UNIT DEVELOPMENT DISTRICT (ZP 24-41)

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:

Part of Lot 1, Block 5, of Thorndale Subdivision, Volume 8, Plats, Page 42, Document No. 499151, Brown County Records, all in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Surveyor Monument No. 40 Y/Z-14/15(1); thence N25°52'40"E, 539.53 feet to Brown County Surveyor Monument No. 40Y/Z-14/15, being an angle point on the Centerline of Private Claim 13, WSFR, located at the intersection of the centerline of Lombardi Ave and Ridge Road; thence N26°49'26"E, 80.49 feet along the centerline of Ridge Road; thence S63°10'33"E, 38.10 feet to the East right of way of said Ridge Road; thence N21°01'08"E, 41.60 feet along said East right of way; thence N21°08'08"E, 50.21 feet along said East right of way; thence N26°51'01"E, 298.31 feet along said East right of way to the South right of way of Thorndale Street; thence S64°07'51"E, 180.51 feet along said South right of way to the point of beginning; thence S25°52’29”W, 66.13 feet; thence S64°07’51”E, 110.00 feet to the West right of way of Frank Street; thence N25°52'29"E, 66.18 feet along said West right of way to its intersection with said South right of way of Thorndale Street; thence N64°07’41”W, 110.00 feet along said South right of way to the point of beginning.

Planned Unit Development area contains 7,277 square feet / 0.17 acres, more or less.

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

A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to accommodate housing with convenient access to commercial facilities, as well as the promotion of integrated land uses allowing for a mixture of residential, commercial, and public facilities along corridors and in transitional areas. The overall appearance and design of the site and improvements shall comply with the attached Exhibits and as regulated within this PUD.

B. Development Site. The area included within this PUD consists of all land described above, currently part of Parcel 1-1423. A Land Division is required

to create a new parcel, as described above, for this PUD to be in effect. A PUD amendment shall be required for any future changes that do not comply with this PUD.

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

1. Multi-Family Residential Uses
    a. Eight (8) multi-family units are allowed. Any changes to overall unit number will require an update to this PUD.
2. Accessory uses customarily associated with multiple family dwelling including but not limited to a lobby, mail room, janitorial services, community room that may be made available to public entities, office space associated with the principal use, home occupations, childcare for residents, educational spaces for residents, outdoor gathering spaces, and other uses deemed appropriate by the Zoning Administrator.

D. Prohibited Uses. Land uses not listed in Section C shall be considered prohibited uses within this PUD. A PUD amendment is required for any additional uses.

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

1. Setbacks. Setbacks shall be established in conformity with the approved site plan. In no case shall setbacks, from all public street frontages, be less than as follows:
    a. Front Yard Setback (Frank Street): Building setback shall be 20 feet from the property line. A five (5) foot front setback/buffer shall be required for any hardscaping related to a patio area and/or landscaping area.
    b. Rear Yard Setback: Building setback shall be zero (0) feet from the property line.
    c. Side Yard Setback (Thorndale Street): Building setback shall be zero (0) feet from the property line.
    d. Interior Side Yard Setback: Building setback shall be zero (0) feet from the property line.
2. The building shall not exceed 5,822 square feet.
3. Impervious Surface shall not exceed 80%.
4. Density is allowed at a minimum of 900 square feet per dwelling unit.
5. All other dimensional and area provisions, including accessory buildings, shall be regulated under the Downtown (D1) Zoning District.

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

1. The building height shall not exceed 52 feet and/or five (5) stories.
2. All rooftop and ground level mechanical equipment shall be screened from public view using architectural treatments consistent with the overall design of the structure.
3. Exterior Materials. Building materials should be durable and appropriate for the district.
    a. Exterior building façades shall be predominately:
        i. Brick or brick veneer
        ii. Stone or stone veneer
        iii. Glass windows and doors
    b. The following materials may be used as secondary building façade materials. Secondary materials shall not cumulatively exceed 20% of any façade:
        i. Concrete panels
        ii. Decorative or split-face block
        iii. Architectural/decorative metals
        iv. Wood or wood composite
        v. Cementous panels/siding or stucco
    c. The following materials are prohibited exterior building façade materials:
        i. Smooth face or non-decorative block.
        ii. Asphaltic, fiberglass, vinyl or metal siding.
        iii. Non-decorative metal panels or corrugated metal.
        iv. Plywood, chipboard, rough texture wood siding, or other non-decorative wood.
        v. Imitation/“fake” brick or stone and gravel aggregates.

G. Access, Circulation, and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code, and the following standards:
    1. The driveway shall only lead to the underground parking area; no parking is permitted in this area.
    2. The driveway shall not exceed 25 feet in width.
    3. Parking shall be provided underground with a minimum of 8 stalls.

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 Varied-Density Residential (R3) Zoning District, and the following:
    1. All signs shall be illuminated on the exterior. No internally illuminated signs are allowed on the property due to adjacent residential properties.

I. Lighting. All lighting within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article V of the Green Bay Municipal Code.

J. Refuse and Mechanical Equipment. All refuse shall be enclosed within the building. 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.

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.

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 Varied-Density Residential (R3).

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

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2025.

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, City Clerk

sh:

Attachments:
Exhibit A - Location Map
Exhibit B – Site-Building Layout
Exhibit C - Conceptual Plans

ZONING ORDINANCE NO. 03-25

AN ORDINANCE ZONING CERTAIN LAND LOCATED AT 1835 S RIDGE ROAD AND 1820 FRANK STREET AS A PLANNED UNIT DEVELOPMENT DISTRICT (ZP 24-40)

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:

Part of Lot 16, C.L.A. Tank's Subdivision of Private Claim 12 and of the Northerly 1/2 of Private Claim 13, West Side Fox River, Brown County, Wisconsin, all of Volume 3, Certified Survey Maps, Page 553, Map No. 955, Document No. 732307, Brown County Records, and Part of Lot 1 and all of Lots 2, 3, 4, 5 and 6, Block 5, of Thorndale Subdivision, Volume 8, Plats, Page 42, Document No. 499151, Brown County Records, all in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Surveyor Monument No. 40 Y/Z-14/15(1); thence N25°52'40"E, 539.53 feet to Brown County Surveyor Monument No. 40Y/Z-14/15, being an angle point on the Centerline of Private Claim 13, WSFR, located at the intersection of the centerline of Lombardi Ave and Ridge Road; thence N26°49'26"E, 80.49 feet along the centerline of Ridge Road; thence S63°10'33"E, 38.10 feet to the East right of way of said Ridge Road and the point of beginning; thence N21°01'08"E, 41.60 feet along said East right of way; thence N21°08'08"E, 50.21 feet along said East right of way; thence N26°51'01"E, 298.31 feet along said East right of way to the South right of way of Thorndale Avenue; thence S64°07'51"E, 180.51 feet along said South right of way; thence S25°52'29"W, 66.13 feet; thence S64°07'51"E, 110.00 feet to the West right of way of Frank Street; thence S25°52'29"W, 129.98 feet along said West right of way; thence 101.42 feet along said West right of way being the arc of an 88.81 foot radius curve to the left whose long chord bears S6°50'32"E, 96.00 feet; thence S25°50'01"W, 134.26 feet to the North right of way of Lombardi Avenue; thence N64°03'59"W, 320.75 feet along said North right of way; thence N16°23'16"W, 28.48 feet along a highway vision corner to the point of beginning.

Planned Unit Development area contains 120,882 square feet / 2.78 acres, more or less.

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

A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to permit housing with convenient access to commercial facilities as well as the

promotion of integrated land uses allowing for a mixture of residential, commercial, and public facilities along corridors and in transitional areas. The overall appearance and design of the site and improvements shall comply with the attached Exhibits and as regulated within this PUD.

B. Development Site. The area included within this PUD consists of all land described above, currently part of Parcel 1-1423 and 1-2193. A Land Division is required to create a new parcel, as described above, for this PUD to be in effect. A PUD amendment shall be required for any future changes that do not comply with this PUD.

1. Building A is considered the commercial building along the Lombardi Avenue frontage. This building is approximately 31,000 square feet.
2. Building B is considered the mixed-use building at the corner of S. Ridge Road and Thorndale Street. This building is approximately 12,000 square feet.

C. Land Use Regulations. The principal and accessory land uses which may be established shall be compliant with uses allowed in the Downtown (D) zoning district, with the exceptions of the prohibited uses listed in Section D of this ordinance. A PUD amendment is required for any additional uses. Additionally, the uses shall be as follows:

1. Building A, All Floors: All uses listed in this ordinance
2. Building B, First Floor: All uses listed in this ordinance
3. Building B, All Upper Floors: Multi-Family Residential uses only

D. Prohibited Uses. All below land uses shall be considered prohibited uses within this PUD:

1. Live-Work Units
2. Rooming House, Boarding House, Shelter Facility
3. Community Living Arrangement
4. Convent, Monastery, Seminary
5. Nursing Home, Assisted Living
6. Transitional Living Facility
7. All Educational Uses listed in Table 44-5
8. All Institutional and Civic Uses listed in Table 44-5
9. All Public Service and Utility Uses listed in Table 44-5
10. All Drive-Through Facilities
11. Funeral Home
12. Small Appliance Repair Services
13. Currency Exchange
14. Pawnshop
15. All Vehicle Service Uses listed in Table 44-5

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. Setbacks. Setbacks shall be as follows:
    a. Lombardi Frontage Setback: No building setback is required along this frontage. The maximum setback is 10 feet from the property line. The parking setback/buffer is a minimum of five (5) feet from the property line. Vision triangle shall be maintained at all intersections.
    b. Ridge Frontage Setback: No building setback is required along this frontage. The maximum setback is five (5) feet from the property line. The parking setback/buffer is a minimum of five (5) feet from the property line. Vision triangle shall be maintained at all intersections.
    c. Thorndale Frontage Setback: No building setback is required along this frontage. The maximum setback is five (5) feet from the property line. The parking setback/buffer is a minimum of five (5) feet from the property line. Vision triangle shall be maintained at all intersections.
    d. Frank Frontage Setback: No building setback is required along this frontage. The maximum setback is five (5) feet from the property line. The parking setback/buffer is a minimum of five (5) feet from the property line.
        1. A 10-to-20-foot landscaped buffer is required west of the pedestrian right-of-way. If this right-of-way is expanded, the minimum landscape buffer area is 10 feet. This buffer area shall comply with Section 44-1964 of Green Bay Municipal Code.
2. Impervious surface shall not exceed 95%.
3. All other dimensional and area provisions, including accessory buildings, shall be regulated under the Downtown (D) Zoning District.

F. Architectural Design Standards. All building elevations shall substantially comply with Exhibit C and subject to the following requirements:
1. Building A shall not exceed 64 feet in height. Building B shall not exceed 53 feet in height.
2. All rooftop and ground level mechanical equipment shall be screened from public view using architectural treatments consistent with the overall design of the structure.
3. Exterior Materials. Building materials should be durable and appropriate for the district.
    a. Exterior building façades shall be predominately:
        i. Brick or brick veneer
        ii. Stone or stone veneer
        iii. Glass windows and doors

b. The following materials may be used as secondary building façade materials. Secondary materials shall not cumulatively exceed 20% any façade:
   i. Concrete panels
   ii. Decorative or split-face block
   iii. Architectural/decorative metals
   iv. Wood or wood composite
   v. Cementous panels/siding or stucco

c. The following materials are prohibited exterior building façade materials:
   i. Smooth face or non-decorative block
   ii. Asphaltic, fiberglass, vinyl or metal siding
   iii. Non-decorative metal panels or corrugated metal
   iv. Plywood, chipboard, rough texture wood siding, or other non-decorative wood
   v. Imitation/"fake" brick or stone and gravel aggregates

G. Access, Circulation, and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code, and the following standards:
   1. Driveway locations must match those on Exhibit B. Relocation shall be approved by the Director of Public Works.
   2. Driveway throat length of 18 feet shall be maintained throughout the site.
   3. A 5-foot setback/buffer is required for all parking areas from the property line. This buffer area shall comply with Section 44-1964(2) of Green Bay municipal code.
   4. Building B shall be provided underground with a minimum of 24 stalls, either underground or surface stalls.
   5. Total parking on site shall be a minimum of 80 stalls.

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 Downtown (D) Zoning District.

I. Lighting. All lighting within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article V of the Green Bay Municipal Code.

J. Refuse and Mechanical Equipment. 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.

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.

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 Downtown (D) Zoning District.

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 _____, 2025.

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, City Clerk

sh:

Attachments:
Exhibit A - Location Map
Exhibit B – Site-Building Layout
Exhibit C - Conceptual Plans

GENERAL ORDINANCE NO. 01-25

AN ORDINANCE
REPEALING PART OF SECTION 44-82(2)d,
GREEN BAY MUNICIPAL CODE, RELATING TO
ZONING AMENDMENT PROTEST PETITIONS

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

SECTION 1. Part of Section 44-82(2)d, Green Bay Municipal Code, is hereby repealed.

d. *Public hearing.* The Common Council or the Plan Commission, upon designation by the Common Council, shall hold a public hearing with a Class 2 public notice. The notice shall be published at least two times prior to the hearing. ~~In case of a protest against such change, duly signed and acknowledged either by:~~

~~1. The owners of 20 percent or more of the land included in such proposed change;~~

~~2. The owners of 20 percent or more of the land immediately adjacent and extending 100 feet therefrom; or~~

~~3. The owners of 20 percent or more of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, such amendment shall not become effective unless approved by a three-fourths vote of the members of the Council.~~

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 _____, 2025.

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

law

01/21/2025

MISCELLANEOUS ORDINANCE NO. 01-25

AN ORDINANCE ADOPTING AN AMENDMENT TO THE SMART GROWTH 2022 COMPREHENSIVE PLAN OF THE CITY OF GREEN BAY RELATED TO THE FUTURE LAND-USE OF PROPERTY LOCATED AT 500 DAY STREET (PARCEL 7-1) FROM INDUSTRIAL TO DOWNTOWN (CPA 24-05)

WHEREAS, pursuant to Wis. Stats. §§ 62.23(2) and (3), the City of Green Bay is authorized to prepare, adopt, and amend a comprehensive plan, as defined in Wis. Stats. § 66.1001(4)(a); and

WHEREAS the Common Council has adopted the Smart Growth 2022 Comprehensive Plan for the purpose of guiding future land-use decision making, but recognizes that from time-to-time amendments may be necessary to reflect changes in the land use and planning needs of the community; and

WHEREAS the Common Council of the City of Green Bay has adopted written procedures (known as the Public Participation Plan for Periodic Comprehensive Plan Amendments) designed to foster public participation in every stage of the preparation of periodic comprehensive plan amendments required by Wis. Stats. § 66.1001(4)(a); and

WHEREAS the City of Green Bay has held at least one public hearing on this ordinance in compliance with the requirements of Wis. Stats. § 66.1001(4)(d), and it is the Common Council's belief that this comprehensive plan amendment is necessary and consistent with the overall goals, policies, and other related elements of the plan;

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

SECTION 1. Comprehensive Plan Amendment CPA 23-05 is hereby adopted pursuant to Wis. Stats. § 66.1001(4)(c) on the following described properties. A copy of the comprehensive plan amendment location map is attached as an exhibit to this ordinance.

EASTMANS ADDITION THAT PART OF PARCEL 1 EAST OF THE FOX RIVER BOUNDED ON THE NORTH BY KGB WESTERN RAILROAD RIGHT OF WAY, BOUNDED ON THE EAST BY BLOCKS 1,19,22 OF EASTMANS ADDITION SOUTHERLY & WESTERLY BY THE FOX RIVER & EAST RIVER, AND ALSO BLOCKS 1, 19 & 22 OF EASTMAN ADDITION, ALSO ALLEYS IN BLK 19 & 22 NOW VACATED & THE SOUTHERLY 1/2 OF EASTMAN AVENUE LYING WEST OF THE WEST LINE OF MADISON STREET EXCLUDING RAILROAD RIGHT OF WAY, ALSO THAT PART OF SMITH STREET, DAY STREET & HARVEY STREET LYING WEST OF THE WESTERLY LINE OF MADISON STREET & WEST 1/2 OF MADISON STREET LYING SOUTH OF THE SOUTHERN LINE OF EASTMAN AVENUE TO THE EAST RIVER SAID STREETS NOW VACATED

EXCEPT RAILROAD EASEMENTS, ALSO LOTS 1-15 BLOCK 2, ALSO ALL BLOCK 3, ALL BLOCKS 18, 23, AND 24, ALSO LOTS 1-12 BLOCK 17, ALSO INCLUDING VACATED ALLEYS LOCATED IN BLOCKS 17-24, ALSO THAT PART OF SMITH STREET & DAY STREET BETWN MONROE AVENUE & MADISON STREET & MONROE AVENUE BETWEEN SOTH LINE OF EASTMAN AVENUE & NORTH LINE OF DAY STREET & EASTERLY 1/2 OF MADISON STREET SOUTH OF THE SOUTHERLY LINE OF EASTMAN AVENUE TO THE EAST RIVER, ALSO THAT PART OF HARVEY STREET BOUNDED BY LOTS 1-2, 10-11, BLOCK 2 & ALL INCLUDED IN EASTMANS ADDITION SAID STREETS NOW VACATED & RAILROAD EASEMENTS, ALSO SMITH STREET FROM WEST LINE OF QUINCY STREET TO THE EAST LINE OF THE PLAT & VACATED MONROE AVENUE & VACATED HARVEY STREET IN DOCUMENT J13154-36, ALSO MCCORMICK & FLATLEY, IN THE CITY OF GREEN BAY, EAST SIDE OF THE FOX RIVER, BROWN COUNTY, WISCONSIN. 44.267 AC M/L

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect upon its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2025.

APPROVED:

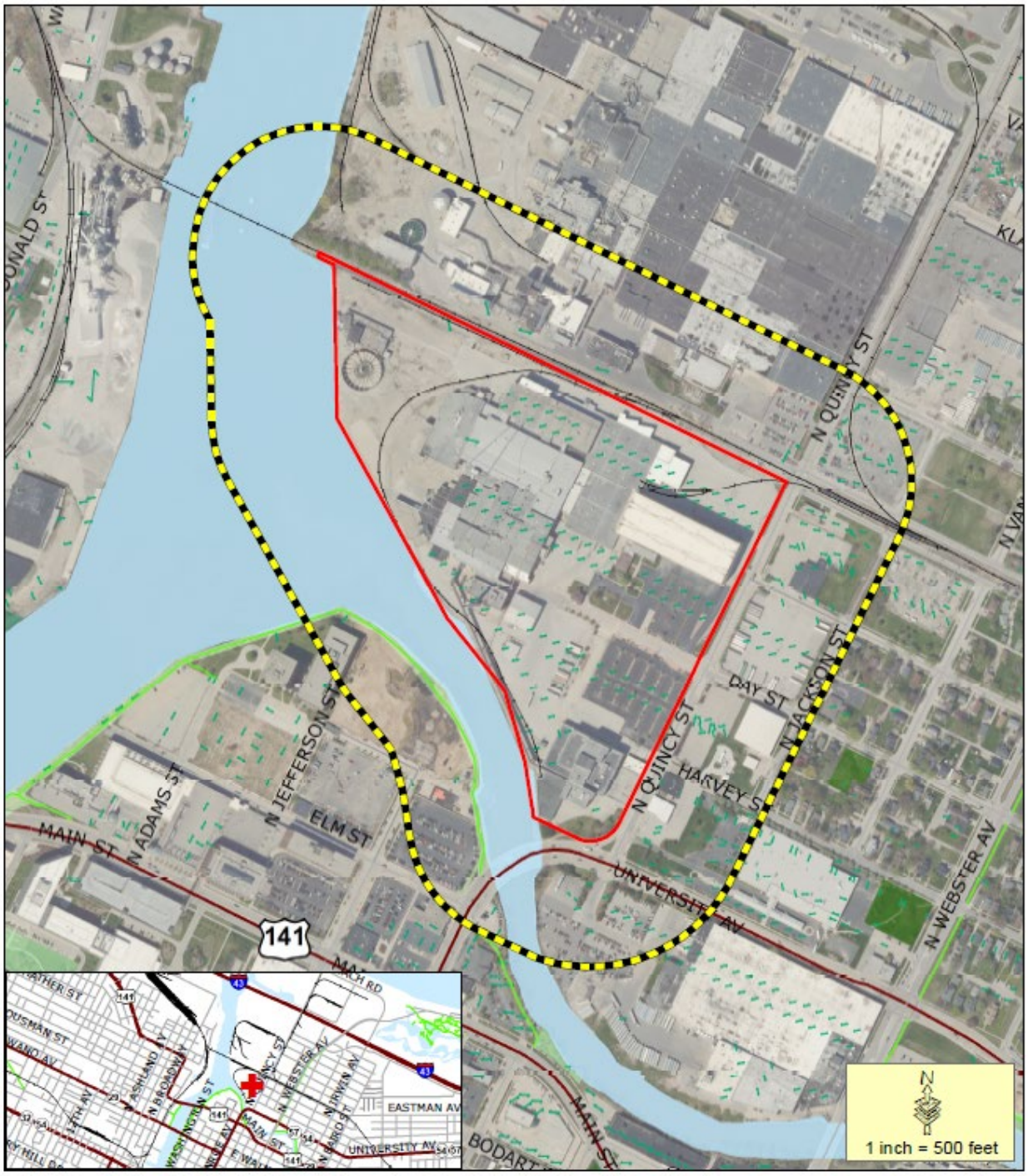
_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

db:

Attachments – Location Map



Proposed CPA & ZP

400+' Property Owner Notice

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

Comp Plan Amendment (CPA 24-05)
& Zoning Petition (ZP 24-48)
Proposed Future Land-Use &
Zoning District Change at
500 Day Street (Parcel 7-1)

ZONING ORDINANCE NO. 04-25

AN ORDINANCE REZONING PROPERTY LOCATED AT 500 DAY STREET (PARCEL 7-1) FROM GENERAL INDUSTRIAL DISTRICT TO DOWNTOWN DISTRICT TWO (ZP 24-48)

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as tax parcel 7-1 located at 500 Day Street from (GI) General Industrial District to (D2) Downtown Two District.:

EASTMANS ADDITION THAT PART OF PARCEL 1 EAST OF THE FOX RIVER BOUNDED ON THE NORTH BY KGB WESTERN RAILROAD RIGHT OF WAY, BOUNDED ON THE EAST BY BLOCKS 1,19,22 OF EASTMANS ADDITION SOUTHERLY & WESTERLY BY THE FOX RIVER & EAST RIVER, AND ALSO BLOCKS 1, 19 & 22 OF EASTMAN ADDITION, ALSO ALLEYS IN BLK 19 & 22 NOW VACATED & THE SOUTHERLY 1/2 OF EASTMAN AVENUE LYING WEST OF THE WEST LINE OF MADISON STREET EXCLUDING RAILROAD RIGHT OF WAY, ALSO THAT PART OF SMITH STREET, DAY STREET & HARVEY STREET LYING WEST OF THE WESTERLY LINE OF MADISON STREET & WEST 1/2 OF MADISON STREET LYING SOUTH OF THE SOUTHERN LINE OF EASTMAN AVENUE TO THE EAST RIVER SAID STREETS NOW VACATED EXCEPT RAILROAD EASEMENTS, ALSO LOTS 1-15 BLOCK 2, ALSO ALL BLOCK 3, ALL BLOCKS 18, 23, AND 24, ALSO LOTS 1-12 BLOCK 17, ALSO INCLUDING VACATED ALLEYS LOCATED IN BLOCKS 17-24, ALSO THAT PART OF SMITH STREET & DAY STREET BETWN MONROE AVENUE & MADISON STREET & MONROE AVENUE BETWEEN SOTH LINE OF EASTMAN AVENUE & NORTH LINE OF DAY STREET & EASTERLY 1/2 OF MADISON STREET SOUTH OF THE SOUTHERLY LINE OF EASTMAN AVENUE TO THE EAST RIVER, ALSO THAT PART OF HARVEY STREET BOUNDED BY LOTS 1-2, 10-11, BLOCK 2 & ALL INCLUDED IN EASTMANS ADDITION SAID STREETS NOW VACATED & RAILROAD EASEMENTS, ALSO SMITH STREET FROM WEST LINE OF QUINCY STREET TO THE EAST LINE OF THE PLAT & VACATED MONROE AVENUE & VACATED HARVEY STREET IN DOCUMENT J13154-36, ALSO MCCORMICK & FLATLEY, IN THE CITY OF GREEN BAY, EAST SIDE OF THE FOX RIVER, BROWN COUNTY, WISCONSIN. 44.267 AC M/L

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 _____, 2025.

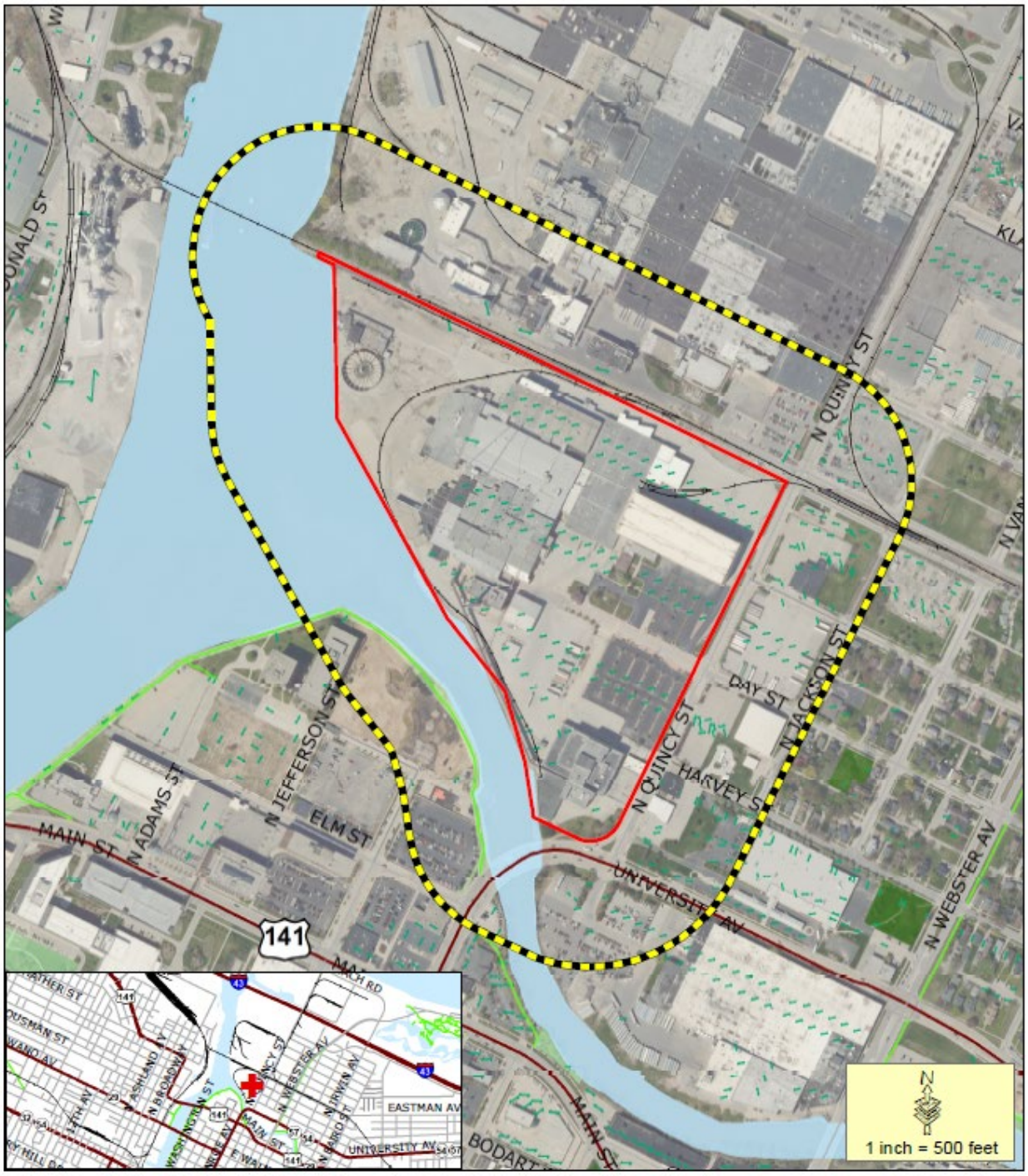
APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

db
Attachment – Map



Proposed CPA & ZP

400+' Property Owner Notice

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Map prepared by DB

Comp Plan Amendment (CPA 24-05)
& Zoning Petition (ZP 24-48)
Proposed Future Land-Use &
Zoning District Change at
500 Day Street (Parcel 7-1)

GREEN BAY
Titletown, USA

GENERAL ORDINANCE NO. 02-25

AN ORDINANCE
AMENDING SECTION 40-34,
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKING REGULATIONS

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

SECTION 1. Section 40-34, Green Bay Municipal Code, is hereby amended to remove the following NO PARKING 7:00 AM TO 4:00 PM SCHOOL DAYS to NO PARKING 7:00 AM TO 4:00 PM SCHOOL DAYS TO ALLOW STAFF PARKING FOR THE SCHOOL DISTRICT zone:

EMILIE STREET, northside in the 600 block
ELIZA STREET, southside in the 600 block

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 _____, 2025.

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

SAP
1/21/2025

GENERAL ORDINANCE NO. 19-24

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

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

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

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

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

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

The City's public works commission shall serve as the Municipal Parking System Advisory Committee. The Advisory Committee shall consider Municipal Parking System issues and report its recommendations to the Common Council for final approval. Items considered by the public works commission shall include but not be limited to, location of parking meters, rates, designated hours of operation, on-street and off-street parking regulations, and other matters of importance to the operation of the Municipal Parking System Division.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____day of _____, 2024.

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

law

09/17/2024

GENERAL ORDINANCE NO. 19-24

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

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

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

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

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

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

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

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____day of _____, 2024.

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

law

09/17/2024