



AGENDA OF THE COMMON COUNCIL

TUESDAY, MARCH 18, 2025, 6:00 PM

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

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

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

Or call in by phone: +1 312 626 6799

Meeting ID: 892 7469 6903

Passcode: 209710

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

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

- I. March 4, 2025.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

- I. **Appointments:**

Green Bay Public Arts Commission

Sophie Bebeau, 921 S. Irwin Avenue, Green Bay, WI 54301
Term to expire: March 1, 2028 (Liaison)

Broadway Business Improvement District Board
Jim DuBois, 118 S. Washington Street, Green Bay, WI 54301
Term to expire: March 1, 2028

Grant Keebler, 420 S. Washington Street, Green Bay, WI 54301
Term to expire: March 1, 2028

Interim City Attorney
Lacey Cochart
Effective: March 21, 2025

Reappointments:

Green Bay Area Room Tax Commission
Larry Vesely, 1715 E. Sonata Dr, Green Bay, WI 54311
Term to expire: April 1, 2026

Transit Commission
Kevin Kuehn, 2158 Charles St, De Pere, WI 54115
Term to expire: April 1, 2028

J. Ordinances - Second Reading for Adoption.

1. Zoning Ordinance No. 05-25
An ordinance rezoning the property located at 1650 Mason Way from Varied-Density Residential (R3) to Low-Density Residential (R1). (ZP 25-01)
2. Zoning Ordinance No. 06-25
An ordinance Rezoning property located at 3385 Finger Road from Rural Residential (RR) and Low-Density Residential (R1) to Public Institutional (PI). (ZP 25-02)
3. 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).
4. 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).
5. General Ordinance 07-25
An Ordinance Relating to License to Keep Hens
6. General Ordinance 04-25
An Ordinance Relating to Special Meetings

7. General Ordinance 08-25
An Ordinance Relating to Mobile Food Establishments
8. General Ordinance No. 18-24
An ordinance amending section 16-82(e)(7), Green Bay Municipal Code, relating to stormwater management permit requirements.
9. General Ordinance No. 05-25
An ordinance creating section 16-40(k), Green Bay Municipal Code, relating to the construction site erosion control reinspection fee.
10. General Ordinance No. 06-25
An ordinance amending section 16-82(e)(7), Green Bay Municipal Code, relating to stormwater management permit requirements.

K. Report of the Redevelopment Authority (March 11, 2025).

1. To approve a Territory Amendment Resolution and amend the Project Plan for TID Five (5), East and West Downtown to remove parcel #15-168-A from the TID 5 boundary.
2. To approve an Allocation Amendment Resolution and amend the Project Plan for TID Twelve (12), I-43 Industrial Park.
3. To approve the first amendment to Development Agreement 17-02: Rail Yard North, with DDL Holdings, LLC.

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

L. Report of the Improvement & Services Committee (March 12, 2025).

1. To approve the request by Black Saddle, tenant at 201 N. Washington Street, to install a wall-mounted sign and awning over the right-of-way 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 Department of Public Works to award contract RAMPS 2-25 PINE STREET RAMP PT REPAIRS at a staff level and report the award at the next Improvement & Services Committee meeting.
3. To approve the request by Department of Public Works to award contract RAMPS 1-25 PARKING RAMP REPAIRS to Western Construction Group in the amount of \$598,150.00.
4. To approve the request by Department of Public Works to award contract BRIDGE 1-25 SEVENTH STREET BRIDGE P-05-718 REHABILITATION to Zenith Tech, Inc. in the amount of \$173,419.20.
5. To approve the request by Department of Public Works to award contract SEWERS 1-25 FINGER ROAD SANITARY SEWER & WATERMAIN to Peters Concrete Company in the amount of \$422,866.55.

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

A. Granting of Licenses

1. Sidewalk Builder

- a. Co Contracting, LLC
- b. Patriot Concrete, LLC
- c. E&I Concrete Construction
- d. Bath Concrete Flatwork, LLC

2. Tree & Brush Trimmer

- a. Yesterdays Trees, LLC
- b. J' Tree Removal & Stump Grinding Service, LLC

M. Report of the Protection & Policy Committee.

1. To approve an original application for Serrano Enterprises, LLC at 226 S. Broadway with a license premises description as "ALL BEER/WINE/LIQ WILL BE STORED BEHIND BAR AND BACK ROOM STORAGE," (Currently licensed as Pour Life Choices, LLC).
2. To approve a change of agent for Sam's East, Inc at 2470 W Mason St to Kai Bjerke
3. To approve a change of agent for Kwik Trip, Inc at 1712 E Mason St to William McAllister
4. To hold, until the 3/24 Protection and Policy Committee Meeting, a revision to the city's process with handling sign permits to allow for one application and one point of contact to facilitate the approval of sign installations.

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

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

O. Report of the Plan Commission (March 10, 2025).

1. To approve the request for a Conditional Use Permit (CUP) to exceed the maximum building height location at 100 E Mason Street. (ZP 25-05 Public Hearing held March 10, 2025).
2. To approve the request for a Conditional Use Permit to allow a consignment store use within a CI General Commercial District at 1831 Main Street. (ZP 25-04 Public Hearing held March 10, 2025).
3. To approve the request to establish a Planned Unit Development (PUD) on property bounded by Algoma Rd, Sussex Rd, Church Rd, and Bay Settlement Rd (Parcels 22-106, 22-111, 22-120, 22-124, 22-SC195-3, 22-SC196, 22-SC198-1, 22-SC199, 22-SC204, & 22-SC208). (ZP 25-03 Public Hearing held March 10, 2025).
4. To approve as recommended with condition and amended language on the declaration of surplus for city-owned properties located at 605 Cherry Street, 221 N Quincy Street, 227

N Quincy Street, 624 Pine Street, 618 Pine Street, and 616 Pine Street. (SP 25-02 Public Hearing held March 10, 2025).

Condition: The subject properties shall be directed to the City's Redevelopment Authority for disposition.

5. To approve as recommended with conditions and language amendment the declaration of surplus for city-owned properties located at 212 S Madison Street, 503 E Walnut Street, and 512 Cherry Street. (SP 25-03 Public Hearing held March 10, 2025).

Conditions:

The subject properties shall be directed to the City's Redevelopment Authority for disposition.

An easement shall be granted for existing WPS facilities if they are deemed to be located on the subject parcels are not part of the adjacent alleyway.

P. Report of the Finance Committee. (March 11, 2025)

1. To approve the purchase of Alletra MP Storage for data center storage area network (SAN) upgrade for a total of \$435,960.14, funded by American Rescue Plan Act (ARPA) approved allocations.
2. To approve the lease of two additional Harley-Davidson Police Patrols to complete the fleet of four leased vehicles for an annual cost of \$15,168.00. Motion Passed.
3. Refer to staff the consideration of dedicating \$752,843 in ARPA funding from the 7-6-212 RDA Parcels – Community & Economic Development & Parks, Recreation & Forestry project for the construction of an Urban Farm Building at the new JBS park to support the adjacent urban farm initiative and provide public restrooms for the park. Motion Passed.

Q. Report of the Park Committee (March 12, 2025).

1. To approve the proposed property trades at several park/school locations throughout the City of Green Bay as presented.
2. To approve the playground donation from BCI Burke Company valued at \$69,553 for the City's Draft event at Leicht Memorial Park.
3. To hold on the approval of Amendment #3 to GRAEF-USA Inc's engineering contract for the JBS project for a total cost of \$75,000 and bring it back to committee for approval the same time as the funding approval for the building construction costs.
4. To approve hiring Carrico Aquatic Resources to replace the Joannes Aquatic Center pool filters for a total cost of \$180,500.
5. To accept a grant for \$500 from Green Bay Wild Ones to convert the turf grass around the new sculptures at Farlin Park with native pollinator plantings.
6. To approve the purchase of a 2025 Ford Super Duty F-250 Regular Cab 4WD Truck from Ewald Automotive Group for a total cost of \$55,374.
7. To approve the purchase of (2) 2025 GMC Sierra 1500 2WD Reg Cab Trucks from Ewald Automotive Group for a total cost of \$73,810.

8. To approve the purchase of a 2025 brush chipper from Vermeer Wisconsin for a total cost of \$103,208.90.

R. Report of the Personnel Committee (March 11, 2025).

1. To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Public Records Specialist
 - b. Parks Maintenance Worker
 - c. Housing Inspector
 - d. Human Resources Assistant

S. Informational.

1. Building Report for February 2025
2. Municipal Court Report

T. Resolutions.

1. Resolution regarding a Territory Amendment for Tax Increment District Number Five (5), East and West Downtown ("TID 5").
2. Resolution regarding an Allocation Amendment for Tax Increment District Number Twelve (12), I-43 Industrial Park ("TID 12").
3. Resolution authorizing Conditional Use Permit at 1831 Main Street (ZP 25-04).
4. Resolution Authorizing Conditional Use Permit at 100 E Mason Street (ZP 25-05).
5. Resolution drawing final orders to contractors for March 18, 2025.

U. Ordinances - First Reading.

1. Zoning Ordinance No. 07-25
An ordinance zoning land roughly bounded by Algoma Rd, Sussex Rd, Church Rd, and Bay Settlement Rd (Parcels 22-106, 22-111, 22-120, 22-124, 22-SC195-3, 22-SC196, 22-SC198-1, 22-SC199, 22-SC204, & 22-SC208) as a Planned Unit Development District (PUD). (ZP 25-03)

V. Referral of Petitions & Communications.

W. 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.

ZONING ORDINANCE NO. 05-25

**AN ORDINANCE REZONING THE PROPERTY LOCATED
AT 1650 MASON WAY FROM
VARIED-DENSITY RESIDENTIAL (R3) TO
LOW-DENSITY RESIDENTIAL (R1)
(ZP 25-01)**

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described properties from Varied-Density Residential (R3) to Low-Density Residential (R1):

THAT PART OF LOT 2, ACCORDING TO THE RECORDED PLAT OF PRIVATE CLAIMS NO'S 3,4,5,6 AND 7, EAST SIDE OF THE EAST RIVER, AS DESCRIBED IN VOLUME 346 DEEDS, PAGE 583, WHICH LIES NORTH OF THE CENTERLINE OF EAST MASON STREET (SAID MASON STREET BEING DESCRIBED IN VOLUME 836 RECORDS, PAGE 172), IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, EXCEPTING THEREFROM ANY PART USED FOR STREET PURPOSES.

AND

THAT PART OF LOT 2 IN SUBDIVISION OF PRIVATE CLAIMS 3,4,5,6,AND 7, EAST SIDE OF THE EAST RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE NORTH 25 DEG. 33 MIN. 01 SEC. EAST, ALONG THE EAST LINE OF SAID LOT 2, 431.55 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH ONE-FOURTH OF SAID LOT 2; NORTH 64 DEG. WEST, ALONG SAID NORTH LINE, 208.0 FEET TO THE STARTING POINT; THENCE CONTINUING NORTH 64 DEG. WEST, 43.0 FEET; THENCE NORTH 25 DEG. 33 MIN. 01 SEC. EAST, 45.18 FEET TO THE SOUTH LINE OF MASON STREET; THENCE SOUTH 63 DEG. 57 MIN. 10 SEC. EAST, ALONG THE SOUTH LINE OF MASON STREET, 43.0 FEET; THENCE SOUTH 25 DEG. 33 MIN. 01 SEC. WEST. 45.15 FEET TO THE STARTING POINT.

TAX PARCEL: 21-1288-1-A

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

ZONING ORDINANCE NO. 05-24

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.

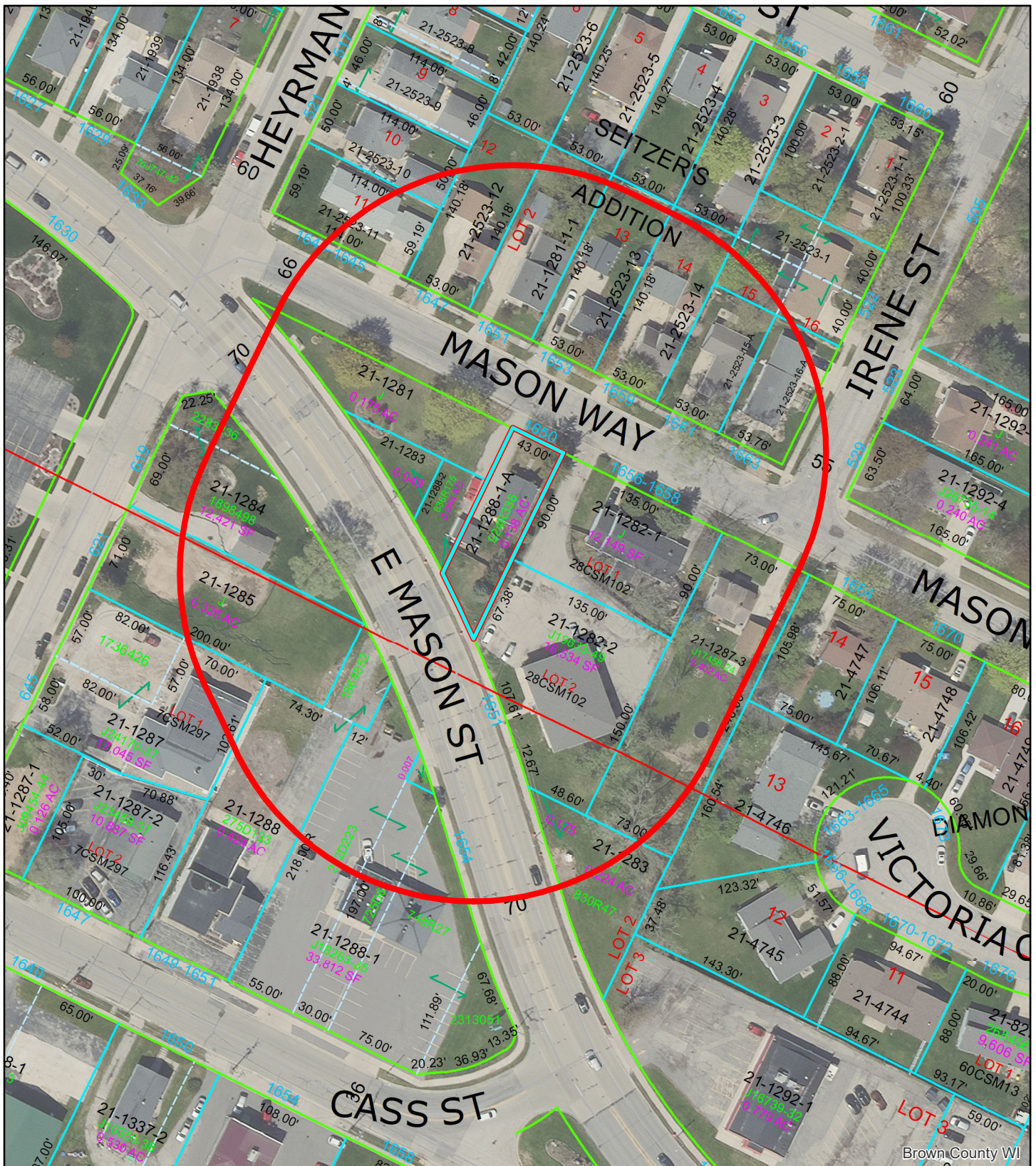
APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

sh:
Attachment – Location Map



(ZP 25-01) Rezone 1650 Mason Way from R3 to R1

0 25 50 100 Feet



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. 05 Feb 2025 X:\Planning\Basemaps\template_8.5x11.mxd

- 1650 Mason Way
- 200' Notification Area

ZONING ORDINANCE NO. 06-25

**AN ORDINANCE REZONING PROPERTY LOCATED AT
3385 FINGER ROAD FROM RURAL RESIDENTIAL (RR) AND LOW-DENSITY
RESIDENTIAL (R1) TO PUBLIC INSTITUTIONAL (PI)
(ZP 25-02)**

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 21-44 which is located at 3385 Finger Road from Rural Residential (RR) District and Low-Density Residential (R1) District to Public Institutional (PI) District:

PART OF THE SW ¼ OF THE SE ¼, SECTION 2, TOWNSHIP 23 NORTH, RANGE 21 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 2; THENCE N00°34'56"E, 308.50 FEET ON THE WEST LINE OF SAID SW ¼ OF THE SE ¼ OF SAID SECTION 2; THENCE S88°45'44"E, 50.00 FEET TO THE EAST RIGHT-OF-WAY OF SOUTH HURON ROAD, THE POINT OF BEGINNING; THENCE N00°34'56"E, 512.50 FEET ON SAID EAST RIGHT-OF-WAY; THENCE S88°45'52"E, 600.00 FEET; THENCE N00°34'55"E, 100.00 FEET TO SOUTH RIGHT-OF-WAY OF IRIS COURT; THENCE ON THE EAST RIGHT-OF-WAY OF IRIS COURT 112.12 FEET ALONG THE ARC OF A 55.00 FOOT RADIUS CURVE TO THE LEFT, LONG CHORD BEARS N32°50'01"E, 93.69 FEET; THENCE N00°34'56"E, 111.25 FEET; THENCE S88°34'56"E, 628.55 FEET TO THE EAST LINE OF SAID SW ¼ OF THE SE ¼ OF SAID SECTION 2; THENCE S00°20'35"W, 1070.16 ON SAID EAST LINE TO THE NORTH RIGHT-OF-WAY OF FINGER ROAD; THENCE N88°45'44"W, 989.49 FEET ON SAID NORTH RIGHT-OF-WAY; THENCE N00°34'56"E, 168.50 FEET; THENCE N70°01'00"W, 311.15 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED LANDS CONTAINS 1,124,312 SQUARE FEET OR 25.811 ACRES MORE OR LESS.

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

SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

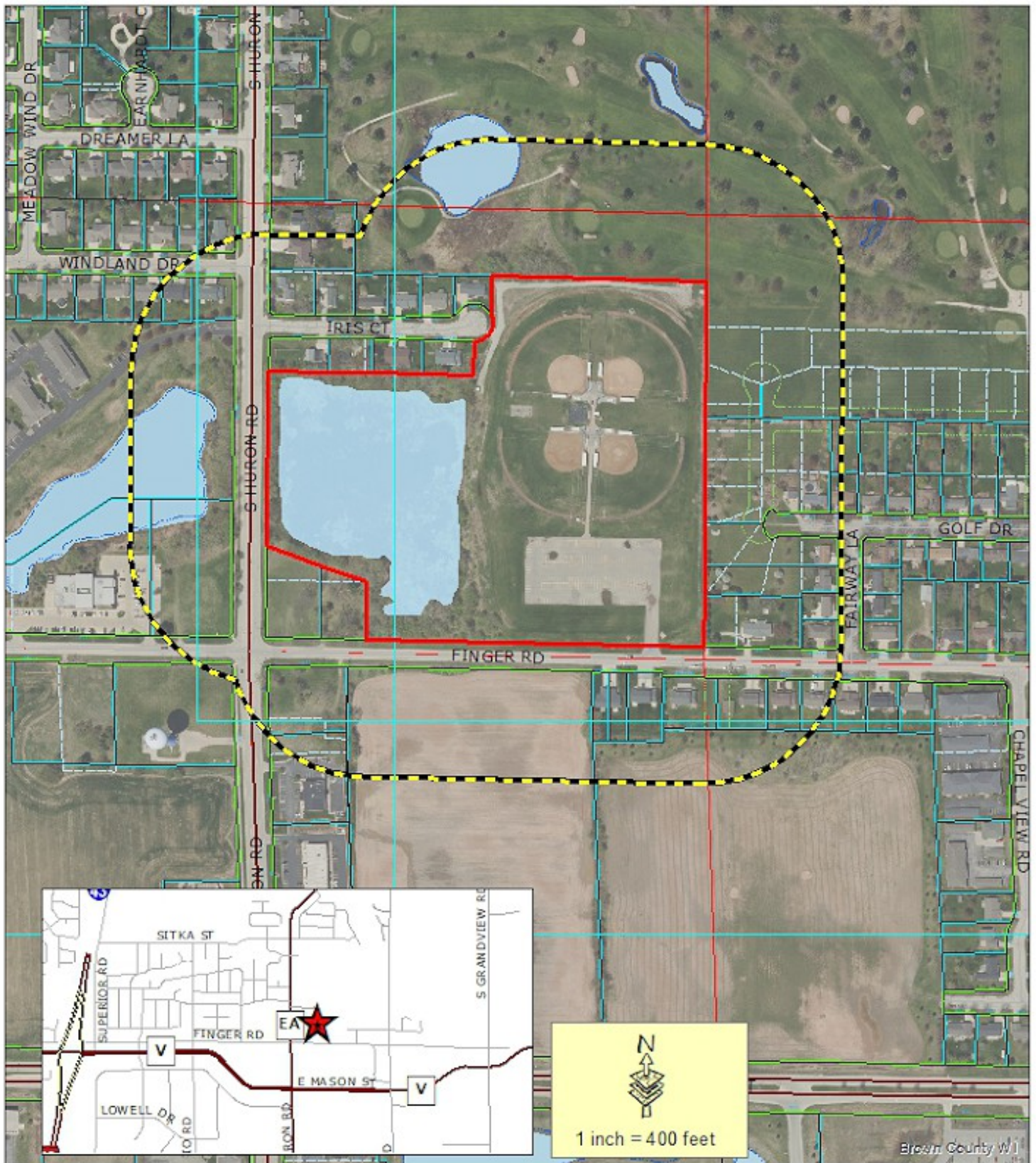
Dated at Green Bay, Wisconsin, this _____ day of _____, 2025.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk



Subject Area

400' Property Owner Notice

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

Zoning Petition (ZP 25-02)
Rezone at 3385 Finger Road
from Rural Residential (RR) and
Low-Density Residential (R1) to
Public Institutional (PI)



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





Fox Valley & Lake Superior Rail System, L.L.C.
1531 Curling Way
Wausau, WI 54403

January 23, 2025

City of Green Bay
Plan Commission
100 North Jefferson St.
Green Bay, WI 54301

Subject: Public Hearing – Request to Amend the Smart Growth 2022 Comprehensive Plan for 500 Day St.

Dear Plan Commission Department,

We are writing to acknowledge the recent Public Hearing and subsequent meeting held on January 13, 2025, regarding the request to amend the Smart Growth 2022 Comprehensive Plan for 500 Day St. from future industrial land use to downtown land use, submitted by Community and Economic Development. This proposed rezoning aims to move to a Downtown District (D1 and/or D2), which allows for potential retail, multifamily housing, offices, entertainment, or civic uses in this area.

The Fox Valley & Lake Superior Rail System (FOXY) would like to voice our concerns regarding this rezoning request from the aspect of safety and inconsistent land use. First, the 500 Day Street parcel is STILL located within the Quincy Street industrial corridor which is a highly active industrial area, resulting in high volumes of truck and train traffic daily. Redevelopment of this parcel into commercial and residential use would increase both pedestrian and vehicular traffic in this corridor which is not a good mix with the industrial traffic. Furthermore, FOXY and its sister railroads already face issues with trespassing on railroad property and bridges in urban downtown areas and locating public uses closer to railroad operations will only increase the issues in this corridor. Also worth mentioning is the increased likelihood of complaints from new residents living adjacent to the corridor as they will be unfamiliar with the noise associated with an industrial area. FOXY and its sister railroads receive complaints now and the complaints only increase as more residential development occurs along railroad corridors.

In addition, re-zoning the 500 Day St parcel to D1 or D2 will result in inconsistent land use in the City of Green Bay. This parcel remains largely isolated from Green Bay's Commercial Downtown District by the East River. Furthermore, it is between other industrial property to

the south and north, therefore re-zoning would create islands of residential or commercial uses in-between industrial which presents issues for both the new D1/D2 uses and the existing industrial uses. Lastly, losing this industrial property to other land uses would further erode potential for industrial development in the City of Green Bay unless additional industrial lands along the FOXY's corridors are developed for industries requiring rail service in the future.

In summary, the 500 Day St parcel has been a productive industrial property for over 100 years until just recently. The City of Green Bay has a rich heritage and a bright future as municipality that supports manufacturing activity and employment in the region. FOXY believes that the site should be given more time to redevelop into another industrial use before being re-zoned. We appreciate the opportunity to provide our input on this matter and hope that our concerns will be taken into consideration during the decision-making process. Should you require any further information or wish to discuss this matter in more detail, please do not hesitate to contact us.

Thank you for your attention to this important matter.

A handwritten signature in black ink, appearing to read "Jason Danz", is positioned above the printed name.

Jason Danz

General Manager

Fox Valley & Lake Superior Rail System (FOXY)

jdanz@watco.com



Fox Valley & Lake Superior Rail System
1531 Curling Way
Wausau, WI 54403

February 28, 2025

City of Green Bay
Common Council
100 N Jefferson St., Room 203
Green Bay, WI 54301

Subject: Request to Amend the Smart Growth 2022 Comprehensive Plan and Rezoning of Property from G1 to D2 for 500 Day St.

Dear Green Bay Alderpersons:

Fox Valley & Lake Superior Rail System (FOXY) would like to weigh in on the upcoming agenda item regarding the subject item. FOXY is a relatively new rail operator in Green Bay after taking over operations on the Luxemburg and Denmark lines in late January 2022 from Wisconsin Central which is a subsidiary of Canadian National Railway (CN). FOXY takes an active role in preserving and developing new rail business along our shortline network and providing safe, efficient, and environmentally friendly service. We strive to work in conjunction with our customers and the communities we operate in to advise on best practices and outcomes that enables all to flourish. As a shortline railroad operator, we do not operate typical large volume long haul networks, so growing business in our communities is paramount to the growth of our railroad and of the communities we serve. That leads us to the topic of the 500 Day St property and the proposed change of land use along our right of way on the Luxemburg Subdivision that would be counter to the goals of the railroad and the City of Green Bay (City).

FOXY was unable to weigh in on the 500 Day St subject earlier in the process at the Planning Commission level as our complementary notice of the land use change was sent to the CN even though our deed was properly recorded with Brown County. There is no explanation from City staff on how this happened other than a mistake occurred. FOXY realizes that the complementary notices are just that, but FOXY's parent company Watco and its' real estate team oversees 46 railroads operating 7100 miles of track in three countries and 24 states in the US. Thus, monitoring legally required public notices is difficult next to impossible for a company like ours, so courtesy notices are truly important for us to be able to weigh in on proposed changes to existing land uses adjoining our railroad corridors. As of this letter writing,



FOXY has been successful in reaching out to only two of the six Alderpersons FOXY has operations within their district to discuss this issue.

In addition to the lack of notice and compressed timeline to inform elected officials of all perspectives, FOXY sees changing the land use of the 500 Day St property over to downtown mixed use would run counter to Green Bay's own economic wellbeing. For instance, the prevailing wind direction in Green Bay is WSW to ENE and directly west across the river from the 500 Day St parcel is the Graymont lime plant and aggregate piles which are a source of dust. Therefore, developing residential use on this parcel would invite more dust complaints within the City which has struggled with the coal dust issue for many years. Furthermore, FOXY in its' initial letter to the Planning Commission (Encl) also addressed concerns with noise pollution and trespassing concerns with more mixed use directly adjoining the railroad. To add, this portion of the Luxemburg line is one of our busiest on the FOXY requiring daily train service. Residents are likely unaware of the train activity in Green Bay as they benefit from FOXY honoring a grandfathered quiet zone ordinance that did not require the installation of lights and gates at all crossings and has resulted in detrimental safety issues in this corridor. If efforts to improve safety in this corridor with City, State, and Federal officials does not improve and the quiet zone is abolished the noise from train horns would dramatically increase.

Furthermore, the City's aggressive rezone effort without the consultation of the landowner prior, sends a very chilling message about Green Bay's approach towards the business community and future investments. Green Bay has benefited from significant investments by local industries in the past decade and those investments and continued employment have a huge impact on the local economy and prosperity of the City and region. Therefore, continuing to grow and diversify the City's economy should be a goal of the City but removing industrial land would counter that initiative unless similar industrial land is developed elsewhere. Please note, there exists no other parcel of similar size in the region with rail access and similar amenities. From FOXY's own point of view, we are looking at spending \$18.4 million on our two bridges over the Fox River within Green Bay to bring them up to a good state of repair and modern axle capacities. The City and Port of Green Bay has requested we replace our northern bridge with an alternate lift design to allow for cruise ships and larger freight vessels to enter the Port. Replacing bridges comes at a much higher cost than repairs and even with grant support, there needs to be a business case to support the significantly higher amount of private investment. However, it seems FOXY's business prospects will diminish if the City is intent on converting away from Industrial uses along FOXY's corridors.

FOXY understands the concerns the City has about a new industrial use on the 500 Day St parcel given the inability to limit certain nuisance industrial developments with the current General Industrial (GI) zoning. However, most modern manufacturing facilities are well designed and very clean compared to legacy industrial facilities and there exists other tools to limit adverse industrial developments on this parcel through deed restrictions or rezoning to Light Industrial with a planned development overlay to allow manufacturing given it would be able to mesh with downtown per the City's review.

In closing, FOXY requests the Common Council vote no on this planned use change and rezone request regarding 500 Day St and refer the matter back to City planning staff to explore options with the current landowner to resolve the concerns of a continued Industrial use on this site. If the common council is intent on moving forward with this land use change, FOXY requests that the City begin efforts to expand the University Heights Commerce Park south to where it intersects with the FOXY right of way to develop a new GI industrial zone to make up for loss of industrial acreage. Thank you for your consideration and attention on this important issue. Please feel free to reach out should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Peot", with a stylized, flowing script.

Brad Peot, CTL

Sales Director

608-445-3852

bpeot@watco.com

Encl: FOXY Letter to Planning Commission



Fox Valley & Lake Superior Rail System, L.L.C.
1531 Curling Way
Wausau, WI 54403

January 23, 2025

City of Green Bay
Plan Commission
100 North Jefferson St.
Green Bay, WI 54301

Subject: Public Hearing – Request to Amend the Smart Growth 2022 Comprehensive Plan for 500 Day St.

Dear Plan Commission Department,

We are writing to acknowledge the recent Public Hearing and subsequent meeting held on January 13, 2025, regarding the request to amend the Smart Growth 2022 Comprehensive Plan for 500 Day St. from future industrial land use to downtown land use, submitted by Community and Economic Development. This proposed rezoning aims to move to a Downtown District (D1 and/or D2), which allows for potential retail, multifamily housing, offices, entertainment, or civic uses in this area.

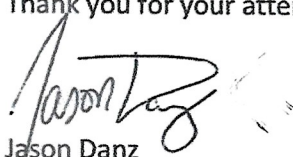
The Fox Valley & Lake Superior Rail System (FOXY) would like to voice our concerns regarding this rezoning request from the aspect of safety and inconsistent land use. First, the 500 Day Street parcel is STILL located within the Quincy Street industrial corridor which is a highly active industrial area, resulting in high volumes of truck and train traffic daily. Redevelopment of this parcel into commercial and residential use would increase both pedestrian and vehicular traffic in this corridor which is not a good mix with the industrial traffic. Furthermore, FOXY and its sister railroads already face issues with trespassing on railroad property and bridges in urban downtown areas and locating public uses closer to railroad operations will only increase the issues in this corridor. Also worth mentioning is the increased likelihood of complaints from new residents living adjacent to the corridor as they will be unfamiliar with the noise associated with an industrial area. FOXY and its sister railroads receive complaints now and the complaints only increase as more residential development occurs along railroad corridors.

In addition, re-zoning the 500 Day St parcel to D1 or D2 will result in inconsistent land use in the City of Green Bay. This parcel remains largely isolated from Green Bay's Commercial Downtown District by the East River. Furthermore, it is between other industrial property to

the south and north, therefore re-zoning would create islands of residential or commercial uses in-between industrial which presents issues for both the new D1/D2 uses and the existing industrial uses. Lastly, losing this industrial property to other land uses would further erode potential for industrial development in the City of Green Bay unless additional industrial lands along the FOXY's corridors are developed for industries requiring rail service in the future.

In summary, the 500 Day St parcel has been a productive industrial property for over 100 years until just recently. The City of Green Bay has a rich heritage and a bright future as municipality that supports manufacturing activity and employment in the region. FOXY believes that the site should be given more time to redevelop into another industrial use before being re-zoned. We appreciate the opportunity to provide our input on this matter and hope that our concerns will be taken into consideration during the decision-making process. Should you require any further information or wish to discuss this matter in more detail, please do not hesitate to contact us.

Thank you for your attention to this important matter.



Jason Danz

General Manager

Fox Valley & Lake Superior Rail System (FOXY)

jdanz@watco.com

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:

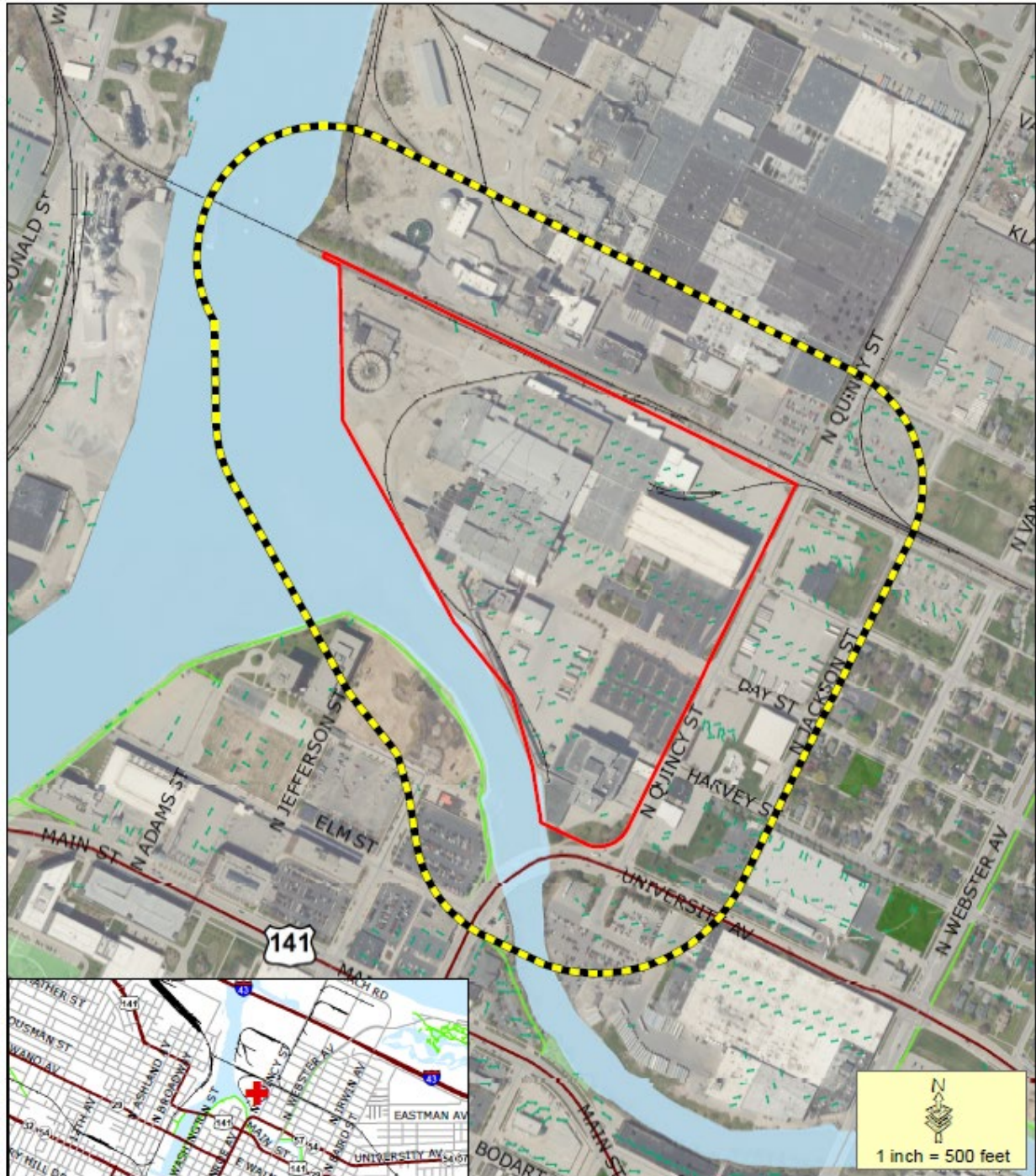
ZONING ORDINANCE NO. 04-25
PAGE 2

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

db
Attachment – 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)**





Fox Valley & Lake Superior Rail System, L.L.C.
1531 Curling Way
Wausau, WI 54403

January 23, 2025

City of Green Bay
Plan Commission
100 North Jefferson St.
Green Bay, WI 54301

Subject: Public Hearing – Request to Amend the Smart Growth 2022 Comprehensive Plan for 500 Day St.

Dear Plan Commission Department,

We are writing to acknowledge the recent Public Hearing and subsequent meeting held on January 13, 2025, regarding the request to amend the Smart Growth 2022 Comprehensive Plan for 500 Day St. from future industrial land use to downtown land use, submitted by Community and Economic Development. This proposed rezoning aims to move to a Downtown District (D1 and/or D2), which allows for potential retail, multifamily housing, offices, entertainment, or civic uses in this area.

The Fox Valley & Lake Superior Rail System (FOXY) would like to voice our concerns regarding this rezoning request from the aspect of safety and inconsistent land use. First, the 500 Day Street parcel is STILL located within the Quincy Street industrial corridor which is a highly active industrial area, resulting in high volumes of truck and train traffic daily. Redevelopment of this parcel into commercial and residential use would increase both pedestrian and vehicular traffic in this corridor which is not a good mix with the industrial traffic. Furthermore, FOXY and its sister railroads already face issues with trespassing on railroad property and bridges in urban downtown areas and locating public uses closer to railroad operations will only increase the issues in this corridor. Also worth mentioning is the increased likelihood of complaints from new residents living adjacent to the corridor as they will be unfamiliar with the noise associated with an industrial area. FOXY and its sister railroads receive complaints now and the complaints only increase as more residential development occurs along railroad corridors.

In addition, re-zoning the 500 Day St parcel to D1 or D2 will result in inconsistent land use in the City of Green Bay. This parcel remains largely isolated from Green Bay's Commercial Downtown District by the East River. Furthermore, it is between other industrial property to

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In summary, the 500 Day St parcel has been a productive industrial property for over 100 years until just recently. The City of Green Bay has a rich heritage and a bright future as municipality that supports manufacturing activity and employment in the region. FOXY believes that the site should be given more time to redevelop into another industrial use before being re-zoned. We appreciate the opportunity to provide our input on this matter and hope that our concerns will be taken into consideration during the decision-making process. Should you require any further information or wish to discuss this matter in more detail, please do not hesitate to contact us.

Thank you for your attention to this important matter.

A handwritten signature in black ink, appearing to read "Jason Danz", is positioned above the printed name.

Jason Danz

General Manager

Fox Valley & Lake Superior Rail System (FOXY)

jdanz@watco.com



Fox Valley & Lake Superior Rail System
1531 Curling Way
Wausau, WI 54403

February 28, 2025

City of Green Bay
Common Council
100 N Jefferson St., Room 203
Green Bay, WI 54301

Subject: Request to Amend the Smart Growth 2022 Comprehensive Plan and Rezoning of Property from G1 to D2 for 500 Day St.

Dear Green Bay Alderpersons:

Fox Valley & Lake Superior Rail System (FOXY) would like to weigh in on the upcoming agenda item regarding the subject item. FOXY is a relatively new rail operator in Green Bay after taking over operations on the Luxemburg and Denmark lines in late January 2022 from Wisconsin Central which is a subsidiary of Canadian National Railway (CN). FOXY takes an active role in preserving and developing new rail business along our shortline network and providing safe, efficient, and environmentally friendly service. We strive to work in conjunction with our customers and the communities we operate in to advise on best practices and outcomes that enables all to flourish. As a shortline railroad operator, we do not operate typical large volume long haul networks, so growing business in our communities is paramount to the growth of our railroad and of the communities we serve. That leads us to the topic of the 500 Day St property and the proposed change of land use along our right of way on the Luxemburg Subdivision that would be counter to the goals of the railroad and the City of Green Bay (City).

FOXY was unable to weigh in on the 500 Day St subject earlier in the process at the Planning Commission level as our complementary notice of the land use change was sent to the CN even though our deed was properly recorded with Brown County. There is no explanation from City staff on how this happened other than a mistake occurred. FOXY realizes that the complementary notices are just that, but FOXY's parent company Watco and its' real estate team oversees 46 railroads operating 7100 miles of track in three countries and 24 states in the US. Thus, monitoring legally required public notices is difficult next to impossible for a company like ours, so courtesy notices are truly important for us to be able to weigh in on proposed changes to existing land uses adjoining our railroad corridors. As of this letter writing,



FOXY has been successful in reaching out to only two of the six Alderpersons FOXY has operations within their district to discuss this issue.

In addition to the lack of notice and compressed timeline to inform elected officials of all perspectives, FOXY sees changing the land use of the 500 Day St property over to downtown mixed use would run counter to Green Bay's own economic wellbeing. For instance, the prevailing wind direction in Green Bay is WSW to ENE and directly west across the river from the 500 Day St parcel is the Graymont lime plant and aggregate piles which are a source of dust. Therefore, developing residential use on this parcel would invite more dust complaints within the City which has struggled with the coal dust issue for many years. Furthermore, FOXY in its' initial letter to the Planning Commission (Encl) also addressed concerns with noise pollution and trespassing concerns with more mixed use directly adjoining the railroad. To add, this portion of the Luxemburg line is one of our busiest on the FOXY requiring daily train service. Residents are likely unaware of the train activity in Green Bay as they benefit from FOXY honoring a grandfathered quiet zone ordinance that did not require the installation of lights and gates at all crossings and has resulted in detrimental safety issues in this corridor. If efforts to improve safety in this corridor with City, State, and Federal officials does not improve and the quiet zone is abolished the noise from train horns would dramatically increase.

Furthermore, the City's aggressive rezone effort without the consultation of the landowner prior, sends a very chilling message about Green Bay's approach towards the business community and future investments. Green Bay has benefited from significant investments by local industries in the past decade and those investments and continued employment have a huge impact on the local economy and prosperity of the City and region. Therefore, continuing to grow and diversify the City's economy should be a goal of the City but removing industrial land would counter that initiative unless similar industrial land is developed elsewhere. Please note, there exists no other parcel of similar size in the region with rail access and similar amenities. From FOXY's own point of view, we are looking at spending \$18.4 million on our two bridges over the Fox River within Green Bay to bring them up to a good state of repair and modern axle capacities. The City and Port of Green Bay has requested we replace our northern bridge with an alternate lift design to allow for cruise ships and larger freight vessels to enter the Port. Replacing bridges comes at a much higher cost than repairs and even with grant support, there needs to be a business case to support the significantly higher amount of private investment. However, it seems FOXY's business prospects will diminish if the City is intent on converting away from Industrial uses along FOXY's corridors.

FOXY understands the concerns the City has about a new industrial use on the 500 Day St parcel given the inability to limit certain nuisance industrial developments with the current General Industrial (GI) zoning. However, most modern manufacturing facilities are well designed and very clean compared to legacy industrial facilities and there exists other tools to limit adverse industrial developments on this parcel through deed restrictions or rezoning to Light Industrial with a planned development overlay to allow manufacturing given it would be able to mesh with downtown per the City's review.

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Sincerely,

A handwritten signature in black ink, appearing to read "Brad Peot". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Brad Peot, CTL

Sales Director

608-445-3852

bpeot@watco.com

Encl: FOXY Letter to Planning Commission



Fox Valley & Lake Superior Rail System, L.L.C.
1531 Curling Way
Wausau, WI 54403

January 23, 2025

City of Green Bay
Plan Commission
100 North Jefferson St.
Green Bay, WI 54301

Subject: Public Hearing – Request to Amend the Smart Growth 2022 Comprehensive Plan for 500 Day St.

Dear Plan Commission Department,

We are writing to acknowledge the recent Public Hearing and subsequent meeting held on January 13, 2025, regarding the request to amend the Smart Growth 2022 Comprehensive Plan for 500 Day St. from future industrial land use to downtown land use, submitted by Community and Economic Development. This proposed rezoning aims to move to a Downtown District (D1 and/or D2), which allows for potential retail, multifamily housing, offices, entertainment, or civic uses in this area.

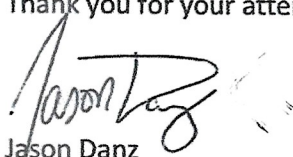
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In summary, the 500 Day St parcel has been a productive industrial property for over 100 years until just recently. The City of Green Bay has a rich heritage and a bright future as municipality that supports manufacturing activity and employment in the region. FOXY believes that the site should be given more time to redevelop into another industrial use before being re-zoned. We appreciate the opportunity to provide our input on this matter and hope that our concerns will be taken into consideration during the decision-making process. Should you require any further information or wish to discuss this matter in more detail, please do not hesitate to contact us.

Thank you for your attention to this important matter.



Jason Danz

General Manager

Fox Valley & Lake Superior Rail System (FOXY)

jdanz@watco.com

GENERAL ORDINANCE NO. 07-25

AN ORDINANCE
AMENDING SECTION 6-3,
GREEN BAY MUNICIPAL CODE,
RELATING TO LICENSE TO KEEP HENS

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

SECTION 1. Section 6-3, Green Bay Municipal Code, is hereby amended to read:

- (a) *License required.* The owner of any hen (female Gallus gallus domesticus) more than ~~eight~~ **twenty (20)** weeks of age shall annually, or on or before the date the hen becomes ~~eight~~ **twenty (20)** weeks of age, pay the hen license fee and obtain a license. The term "owner" shall include every person who owns, harbors, or keeps a hen.
- (b) *Fee.* The license fee shall be as provided in the City Fee Schedule ~~for a single license to keep up to four hens.~~ The license year commences on January 1 and ends on December 31. **The fee shall not be prorated.**
- (c) **Limits. Each license shall allow for a total of five (5) hens.**
- (d) **No roosters. Roosters shall be prohibited from the City, and are not permitted to be licensed.**
- (e) *Late fees.* The City Clerk shall assess and collect a late fee as provided in the City Fee Schedule from every owner of a hen eight weeks of age or older if the owner fails to obtain a license prior to April 1 of each year, or within 30 days of acquiring ownership of a licensable hen, or if the owner fails to obtain a license on or before a hen reaches the licensable age.
- (f) *Issuance of licenses.* Only one license may be issued to each parcel number. Upon payment of the required hen license fee, the City Clerk shall complete and issue to the owner a license stating the owner's name and address, parcel number, date of issuance, and date of license expiration. The City Clerk shall keep a duplicate copy of the license on file.
- (g) *Penalties.* Any person who shall violate any of the provisions of this section shall be subject to a forfeiture of not less than \$25.00 nor more than \$100.00 for the first offense and not less than \$50.00 nor more than \$200.00 for subsequent offenses.

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
03/04/2025

GENERAL ORDINANCE NO. 04-25

AN ORDINANCE
AMENDING SECTION 2-22(b),
GREEN BAY MUNICIPAL CODE,
RELATING TO SPECIAL MEETINGS

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

SECTION 1. Section 2-22(b), Green Bay Municipal Code, is hereby amended to read:

(b) *Special meetings.* The Mayor, upon permission from the Council President, or in the absence of the Council President, the Vice-President, may call a special meeting at any time by a ~~written~~ **giving** notice to each member of the Council, ~~delivered personally to the Alderperson or left at the usual abode~~ at least 24 hours before the time set for the meeting. **Notice shall be given by electronic transmission to the City issued email address of each member of Council.** In cases of emergency or natural disaster, the notice requirement may be reduced to two hours before the time set for the meeting. Upon a petition filed with the City Clerk, containing the signatures of at least one-third of the members of the Council, a special meeting shall be called and notice given as provided herein. Such notice shall specify the object of the meeting and the business to be transacted, and no business may be transacted at a special meeting except that for which the meeting was called.

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

03/04/2025

GENERAL ORDINANCE NO. 08-25

AN ORDINANCE
AMENDING SECTION 10-575(a),
GREEN BAY MUNICIPAL CODE,
RELATING TO MOBILE FOOD TRUCK APPLICATION

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

SECTION 1. Section 10-575(a), Green Bay Municipal Code, is hereby amended to read:

(a) *Application.* Any person desiring to operate a mobile food establishment shall ~~apply for a~~ **submit a completed** license ~~application, a completed hold harmless agreement, and pay the~~ **proper license fee for each mobile food truck establishment managed. The Clerk shall** ~~create and manage the license application, sign completed hold harmless agreements on~~ **behalf of the City, and accept payments.** ~~on a form promulgated by the City Clerk and pay the~~ proper license fee for each mobile food establishment managed by the person. The City Clerk shall forward the **completed** application to the Police Department for review. If the Police Department approves the application, the City Clerk shall issue the license to the applicant.

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

03/04/2025

GENERAL ORDINANCE NO. 18-24

AN ORDINANCE
AMENDING SECTION 16-82(e)(7),
GREEN BAY MUNICIPAL CODE,
RELATING TO STORMWATER MANAGEMENT
PERMIT REQUIREMENTS

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

SECTION 1. Section 16-82(e)(7), Green Bay Municipal Code, is hereby amended to read:

Sec. 16-82(e)(7). Permitting requirements, procedures and fees.

A permittee, landowner, or responsible party shall maintain all stormwater management practices specified in the approved stormwater management plan in a healthy and functioning condition until the practices either become the responsibility of the City of Green Bay or ~~are transferred to subsequent private owners~~ until the responsibility is transferred to another responsible party as specified in the approved maintenance agreement. This requirement includes, ~~but is not limited to~~ the stormwater management practices, all trees, ~~vegetated practices~~, amended soil areas where impervious cover has been removed, and vegetation established according to the stormwater management plan. The City shall conduct inspections to determine compliance with this requirement and shall assess inspection fees as provided for in the City Fee Schedule.

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
07/30/2024

GENERAL ORDINANCE NO. 05-25

AN ORDINANCE
CREATING SECTION 16-40(k),
GREEN BAY MUNICIPAL CODE,
RELATING TO CONSTRUCTION SITE
EROSION CONTROL REINSPECTION FEE

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

SECTION 1. Section 16-40(k), Green Bay Municipal Code, is hereby created to read:

Sec. 16-40(k). Permitting requirements, procedures and fees.

(k) Reinspection. The erosion control permit holder shall pay a reinspection fee as shown in the City Fee Schedule to the Administering Authority when required. Reinspection fees may be charged for reinspection when the erosion control permit holder is in non-compliance with the approved erosion control plan or erosion control permit after being notified of the non-compliance. The reinspection fee shall not preclude the City from conducting enforcement under Sec. 16-44 of this chapter.

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

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

Dated at Green Bay, Wisconsin, this _____ day of _____, 2025.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

law
03/04/2025

GENERAL ORDINANCE NO. 06-25

**AN ORDINANCE
AMENDING SECTION 16-82(e)(7),
GREEN BAY MUNICIPAL CODE,
RELATING TO STORMWATER MANAGEMENT
PERMIT REQUIREMENTS**

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

SECTION 1. Section 16-82(e)(7), Green Bay Municipal Code, is hereby amended to read:

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A permittee, landowner, or responsible party shall maintain all stormwater management practices specified in the approved stormwater management plan in a healthy and functioning condition until the practices either become the responsibility of the City of Green Bay or ~~are transferred to subsequent private owners~~ until the responsibility is transferred to another responsible party as specified in the approved maintenance agreement. This requirement includes, ~~but is not limited to~~ the stormwater management practices, all trees, ~~vegetated practices~~, amended soil areas where impervious cover has been removed, and vegetation established according to the stormwater management plan. The City shall conduct inspections to determine compliance with this requirement and shall assess inspection fees as provided for in the City Fee Schedule.

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
03/04/2025



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

MEETING DATE

March 18, 2025

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # K.1

To approve a Territory Amendment Resolution and amend the Project Plan for TID Five (5), East and West Downtown to remove parcel #15-168-A from the TID 5 boundary.

BACKGROUND

The proposal seeks to remove parcel #15-168-A, located at 100 East Mason Street, from the TID 5 boundary, as identified within the Map and table in Appendix C of the draft Amended Project Plan, and to amend the Legal Description in Appendix B to reflect the new TID 5 boundary.

RECOMMENDATION

Recommend the RDA adopt the Territory Amendment Resolution and amend the Project Plan for TID Five (5), East and West Downtown.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. RDA Resolution 25-04 TID 5 Territory Amendment - Signed 3.11.25
2. TID 5 Amended Project Plan - CC 3.18.25
3. TID 5 Original Project Plan

RESOLUTION 25-04
REGARDING A TERRITORY AMENDMENT FOR TAX INCREMENT DISTRICT
NUMBER FIVE (5), EAST AND WEST DOWNTOWN ("TID 5")

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Five (5), East and West Downtown ("TID 5"), on December 21, 1999; and

WHEREAS, in accordance with Wis. Stats. §66.1105, the City and the Redevelopment Authority of the City of Green Bay ("RDA") desire to remove parcel #15-168-A from the boundary of TID 5, which is generally located in the area east of the Fox River, south of Mason Street, west of Adams Street, and north of Cass Street; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt a Territory Amendment Resolution and amend the Project Plan for TID 5 on Tuesday, July 16, 2019; and

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

1. On Tuesday, March 11, 2025, at 1:30 p.m., in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendment to TID 5, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
2. On Tuesday, March 4, 2025 published a notice of said public hearing in the City's official paper, the Green Bay Press Gazette; and
3. On Monday, March 3, 2025, emailed the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
4. On Monday, March 3, 2025, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and

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

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

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

1. That "but for" the Territory Amendment to TID 5, the development projected to occur as detailed in the *Comprehensive Plan* would not occur in the manner desired by the City and RDA; and
2. TID 5 shall remain a blighted area district, as greater than fifty percent (50%) by area of the real property within the proposed Territory Amendment is in need of blight elimination thereby exceeding the fifty percent (50%) threshold as defined in Wis. Stats. §66.1337 (2m)(b); and

3. The proposed activities and project costs in the Amended Project Plan will continue to relate directly to blight elimination within TID 5 consistent with the purpose for which the District is created; and
4. The proposed activities and project costs in the Amended Project Plan are in concurrence with Wis. Stats. §66.1337, which enables the City to conduct specific blight elimination and rehabilitation and conservation work, including:
 - 4.1 A program of voluntary or compulsory repair and rehabilitation of buildings or other improvements; and
 - 4.2 Acquisition of real property and demolition, removal or rehabilitation of buildings and improvements on the property where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate obsolete or other uses detrimental to the public welfare, to otherwise remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities; and
 - 4.3 Installation, construction or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out an urban renewal project; and
 - 4.4 The disposition, for uses in accordance with the objectives of the urban renewal project, of any property acquired in the area of the project; and
5. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in TID 5; and
6. The economic benefits of TID 5, as measured by increased property value, employment, and income,
 - 6.1 are greater than the cost of the improvements identified in the Amended Project Plan; and
 - 6.2 are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
7. The TID 5 Amended Project Plan is feasible and in conformity with the City *Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the Redevelopment Authority of the City of Green Bay (RDA) hereby approves the Territory Amendment Resolution for Tax Increment District Number Five (5), East and West Downtown; and

BE IT FURTHER RESOLVED that the RDA approves and adopts the proposed Amended Project Plan for TID 5 and recommends its approval to the Common Council.

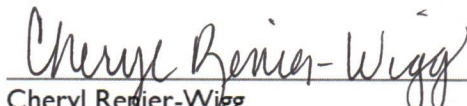
Adopted 3-11-25

Approved 3-11-25

REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY



Gary J. Delveaux
Redevelopment Authority, Chair



Cheryl Renier-Wigg
Redevelopment Authority, Secretary



City of Green Bay
Department of Community and Economic Development

**Tax
Increment
District
Five (5)**

East and West Downtown

**Amended
PROJECT PLAN**

**City of Green Bay, Wisconsin
March 18, 2025**

Joint Review Board of the City of Green Bay

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

Common Council of the City of Green Bay

Eric Genrich, *Mayor*
Jennifer Grant, *District 1*
Jim Hutchison, *District 2*
William Morgan, *District 3*
Bill Galvin, *District 4, Vice President*
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Joey Prestley, *District 6*
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Melinda Eck, *District 11*
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Redevelopment Authority of the City of Green Bay

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

This Project Plan was prepared by
Matthew Buchanan, *Deputy Development Director*
Rebecca Finco, *Economic Development Specialist*
Erin Rosinski, *Design Specialist*
Diana Ellenbecker, *Finance Director*
Joanne Bungert, *City Attorney*

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Summary of Findings

1. In accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Five (5), East and West Downtown, (“TID 5”) on December 21, 1999; and
2. In accordance with Wis. Stats. §66.1105, the City and the Redevelopment Authority of the City of Green Bay (“RDA”) desire to remove parcel #15-168-A from the boundary of TID 5, which is generally located in the area east of the Fox River, south of Mason Street, west of Adams Street, and north of Cass Street; and
3. The Common Council of the City designated the RDA to perform all acts necessary to adopt a Territory Amendment Resolution and amend the Project Plan for TID 5 on Tuesday, July 16, 2019; and
4. The RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
 - 4.1. On Tuesday, March 11, 2025, at 1:30 p.m. in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendment to TID 5, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
 - 4.2. On Tuesday, March 4, 2025, published a notice of said public hearing in the City’s official paper, the Green Bay Press-Gazette; and
 - 4.3. On Monday, March 3, 2025, emailed the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
 - 4.4. On Monday, March 3, 2025, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
5. The Amended Project Plan meets all the requirements of Wis. Stats. §66.1105, to wit:
 - 5.1. An economic feasibility study; and
 - 5.2. A detailed list of estimated project costs; and
 - 5.3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
 - 5.4. A map showing existing uses and conditions of real property within TID 5; and
 - 5.5. A map showing proposed improvements and uses in TID 5; and
 - 5.6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 5 will not exceed thirty-five percent (35%); and
 - 5.7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
 - 5.8. A list of estimated non-project costs; and
 - 5.9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
 - 5.10. A statement indicating how creation of TID 5 promotes the orderly development of the City; and 5.11. An opinion of the City Attorney that the Project Plan is complete and complies with Wis. Stats. §66.1105; and
6. The RDA made the following findings as required by Wis. Stats. §66.1105, to wit:
 - 6.1. That “but for” the Territory Amendment to TID 5, the development projected to occur as detailed in the *Comprehensive Plan* would not occur in the manner desired by the City and RDA; and
 - 6.2. TID 5 shall remain a blighted area district, as greater than fifty percent (50%) by area of the real property within the proposed Territory Amendment is in need of blight elimination thereby exceeding the fifty percent (50%) threshold as defined in Wis. Stats. §66.1337 (2m)(b); and
 - 6.3. The proposed activities and project costs in the Amended Project Plan will continue to relate directly to blight elimination within TID 5 consistent with the purpose for which the District is created; and
 - 6.4. The proposed activities and project costs in the Amended Project Plan are in concurrence with Wis. Stats. §66.1337, which enable the City to conduct specific blight elimination and rehabilitation and conservation work, including:
 - 6.4.1. A program of voluntary or compulsory repair and rehabilitation of buildings or other improvements; and
 - 6.4.2. Acquisition of real property and demolition, removal or rehabilitation of buildings and improvements on the property where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate obsolete or other uses detrimental to

- the public welfare, to otherwise remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities; and
- 6.4.3. Installation, construction or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out an urban renewal project; and
- 6.4.4. The disposition, for uses in accordance with the objectives of the urban renewal project, of any property acquired in the area of the project; and
- 6.5. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in TID 5; and
- 6.6. The economic benefits of TID 5, as measured by increased property value, employment, and income,
 - 6.6.1. are greater than the cost of the improvements identified in the Amended Project Plan; and
 - 6.6.2. are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
- 6.7. The TID 5 Amended Project Plan is feasible and in conformity with the *City Comprehensive Plan*.

Proposed Amendment

Remove parcel #15-168-A, from the boundary of TID 5, as identified within the map and table in Appendix C. Amend the Legal Description in Appendix B to reflect the new TID 5 boundary.

This Amended Project Plan contains no other changes from the original Project Plan. This Project Plan Amendment was provided only for the purpose of subtracting one parcel from the TID 5 boundary.

Map of Amended TID 5 Boundary

Map on following page.

Map of Overlapping TIDs

Map on following page.

Appendix A: City Attorney Legal Opinion



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

Phone 920.448.3080
Fax 920.448.3081

March 18, 2025

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

RE: Amended Project Plan for Tax Incremental District No. 5

Dear Mayor:

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

As City Attorney for the City of Green Bay, I have been asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Amended Project Plan for the City of Green Bay Tax Incremental District No. 5 is complete and complies with the provisions of Wisconsin Statute §66.1105.

Sincerely,

Joanne Bungert
City Attorney

Appendix B: Amended Legal Description for TID 5

ALL of Lots 1, 2, 3, 4, 8, 9, 10, 14, 15, 16, 17, 18, 19, 25, 26, 27, 28, 33 and 34, Callaghan's Addition to the Town of Fort Howard;

ALSO all of Lots 1 through 12, Christian Schwarz' Addition to the City of Fort Howard;

ALSO all of Lots 1 through 4, Block 13 and Lots 1 through 4, Block 14, Arndt's Second Addition to the Village of Fort Howard;

ALSO all of Lots 7 and 8, and the Southerly 2 feet of Lot 9, Block B, and Lots 10 through 15, Block C, and Lots 16, 17 and 18, Block D, Desnoyer's Addition to the Town of Fort Howard;

ALSO all of Lots 41 and 42, and Lots 49 through 74, and Lots 77 through 80, and Lots 95 through 100, and Lots 104 through 113, and part of Lots 8, 9, 10, 40, 75, and 94, Dousman's Addition to the Town of Fort Howard;

ALSO all of Lots 1 through 43, and Lots 47 through 52, Elmore's Addition to Fort Howard;

ALSO all of Lots D, E and F, and Lots 25, 26, 27, 30, Lots 32 through 41, Lots 43 through 46, lots 94, 98, 99, Lots 103 through 124, and part of Lots 28, 29, 31, 42, 93, 101 and 102, Original Survey of the Town of Fort Howard;

ALSO part of Private Claim Number 1, West Side of the Fox River;

ALSO the Three Foot Strip of land lying between Desnoyer's Addition and the Original Survey of Fort Howard being part of Private Claim Number 1, West Side of the Fox River;

ALSO part of the Fort Howard Military Reserve;

ALSO all of Lots 1 through 16, Block 8, and all of Lots 1 through 12, Block 10, and all of Lots 1 through 6, and all of the triangular piece of land within plat without designation bounded on the east by Adams Street, on the north by Chicago Street, on the west by Washington Street, Plat of Astor;

AND part of Lots 2 and 3 Block 1, and part of Lot 8, Block 3, and part of Lots 1 through 4, Block 4, and part of Lots 1 through 5, Block 6, and part of Lots 1 through 16, Block 9, and part of Lots 4, 5 and 6, Block 11, Plat of Astor;

ALSO all of Lots 20, 29, and all of Lots 46 through 53, and all of Lots 58, 59, 60, and all of Lots 62 through 66, and all of Lots 82 through 91, and all of Lots 527, 528, and all of Lots 695 through 700, Plat of Navarino;

AND part of Lots 6 through 10, Lots 23, 32, 45, 61, 92, 526, 529, 530, 531, Plat of Navarino;

ALSO all of 111 North Broadway Condominium as recorded in Volume 4 of Condominium Plats, Page 239, as Document Number 2370859, and Amendments thereto;

ALSO all of Baylake City Center Condominium, as recorded in Volume 4 of Condominium Plats, Page 190, as Document Number 2173810, and Amendments thereto;

ALSO all of Bellin Building Condominium, as recorded in Volume 1 of Condominium Plats, Page 139, as Document Number 972832a, and Amendments thereto;

ALSO all of Blacksmith Condominium, as recorded in Volume 4 of Condominium Plats, Page 107, as Document Number 2089861;

ALSO all of Cherry Street Parking Ramp Condominium, as recorded in Volume 4 of Condominium Plats, Page 299, as Document Number 2230177;

ALSO all of Metreau Condominium, as recorded in Volume 6 of Condominium Plats, Page 40, as Document Number 2681526;

ALSO all of River Center Condominium II, as recorded in Volume 6 of Condominium Plats, Page 61, as Document Number 2707099;

ALSO all of Riverfront Lofts Condominium, as recorded in Volume 4 of Condominium Plats, Page 233, as Document Number 2195259;

ALSO all of Lots 1 and 2, Brown County Certified Survey Map Number 1654 as recorded in Volume 6 of Certified Survey Maps, Page 519, as Document Number 873073, (being part of Lots 44, 45 and 46, Elmore's Addition to Fort Howard;

ALSO part of Lot 2, Brown County Certified Survey Map Number 1950 as recorded in Volume 8 of Certified Survey Maps, Page 265, as Document Number 931336, (being part of Lots 6 through 10, and Lots 23 through 27 and Lots 38 through 40, Dousman's Addition to Fort Howard);

ALSO all of Lot 1, Brown County Certified Survey Map Number 2273 as recorded in Volume 10 of Certified Survey Maps, Page 225, as Document Number 964188, (being part of Lots 529 through 534 Plat of Navarino;

ALSO all of Lot 1 and part of Lot 2, Brown County Certified Survey Map Number 2285 as recorded in Volume 10 of Certified Survey Maps, Page 251, as Document Number 965831, (being part of Lots 3 through 10 and lands lying between Lots 2 and 3, Dousman's Addition, And part of Brown County Certified Survey Map Number 1950 as recorded in Volume 8 of Certified Survey Maps, Page 265, as Document Number 931336);

ALSO all of Outlot 1, Brown County Certified Survey Map Number 9713, as Document Number 3054697, (being part of Lots 1 through 8, Block 6, Plat of Astor); ALSO all of Lots 1 and 2, Brown County Certified Survey Map Number 3041 as recorded in Volume 15 of Certified Survey Maps, Page 407, as Document Number 1073123, (being part of the vacated Lots 21 and 22, Plat of Navarino);

ALSO all of Lot 2, Brown County Certified Survey Map Number 3148 as recorded in Volume 16 of Certified Survey Maps, Page 311, as Document Number 1091200, (being part of the vacated Lots 1 through 8 and Lot A, Original Survey of Fort Howard, and vacated Lots 1, 2 and 3, and the 3 foot strip lying south of and adjacent to Lot 1, all in Block A, Desnoyer's Addition, and vacated Lots 1, 2 and lands lying between Lots 2 and 3, Dousman's Addition, and part of Private Claim No. 1, West Side of Fox River, and vacated Water Street right-of-way lying north of Walnut Street);

ALSO all of Lot 1 and Outlot 1, Brown County Certified Survey Map Number 3706 as recorded in Volume 21 of Certified Survey Maps, Page 123, as Document Number 1184680, (being part of Lots 1 through 6, Block 2, and part of the vacated Doty Street and Stuart Street rights-of-way, Plat of Astor);

ALSO all of Lots 1 and 2, Brown County Certified Survey Map Number 3912 as recorded in Volume 23 of Certified Survey Maps, Page 10, as Document Number 1213359, (being part of Lots 1 through 5 and Lot 11 and all of Lots 12 through 16, Block 16, Plat of Astor);

ALSO all of Lot 1, Brown County Certified Survey Map Number 4198 as recorded in Volume 26 of Certified Survey Maps, Page 53, as Document Number 1268923, (being part of Lots 27 through 30 and part of Lots 35 through 38, Dousman's Addition, and part of adjacent vacated Alley and part of the vacated Pearl Street rights-of-way);

ALSO all of Lot 1 and Outlot 1, Brown County Certified Survey Map Number 4533 as recorded in Volume 29 of Certified Survey Maps, Page 85, as Document Number 1347319, (being part of Fort Howard Military Reserve, Township 24 North, Range 20 East);

ALSO all of Lots 1 and 2, Brown County Certified Survey Map Number 4577 as recorded in Volume 29 of Certified Survey Maps, Page 206, as Document Number 1359788, (being all of Lots 5 through 8, and part of Lots 1 through 4, Block 4, and all of Lots 1 through 4, and part of Lots 5 and 6, Block 5, and part of the vacated Chicago Street right-of-way, Plat of Astor);

ALSO all of Lot 1, Brown County Certified Survey Map Number 5277 as recorded in Volume 34 of Certified Survey Maps, Page 255, as Document Number 1520331, (being all of Lots 125 through 130, Original Survey of Fort Howard, and all of Lots 5 through 7, Callaghan's Addition to Fort Howard, and part of the vacated Water Street and Howard Street rights-of-way);

ALSO all of Lot 1, Brown County Certified Survey Map Number 5885 as recorded in Volume 38 of Certified Survey Maps, Page 343, as Document Number 1687655, (being part of Fort Howard Military Reserve, and part of Lot 9, Dousman and Elmore's Water Lots, and part of Dousman's Claim);

ALSO all of Lot 1, Brown County Certified Survey Map Number 6360 as recorded in Volume 42 of Certified Survey Maps, Page 182, as Document Number 1813143, (being all of Lots 88 through 93, and part of Lot 94, and part of the vacated N Chestnut Street right-of-way);

ALSO all of Lots 1 and 2, Brown County Certified Survey Map Number 6403 as recorded in Volume 42 of Certified Survey Maps, Page 299, as Document Number 1826719, (being part of Lots 33 and 34 Dousman's Addition, and part of Lot 9, Block B, Desnoyer's Addition);

ALSO all of Lot 1 and Outlot 1, Brown County Certified Survey Map Number 6720 as recorded in Volume 45 of Certified Survey Maps, Page 66, as Document Number 1966746, (being all of Lots 2 through 7, and part of Lot 8, Block 3, Plat of Astor);

ALSO all of Lot 1 and Outlot 1, Brown County Certified Survey Map Number 6839 as recorded in Volume 46 of Certified Survey Maps, Page 62, as Document Number 2033696, (being all of Lot 1, Block 3, and all of Lot 2

, Brown County Certified Survey Map Number 3706 as recorded in Volume 21 of Certified Survey Maps, Page 123, as Document Number 1184680, (being part of Lots 5 and 6, Block 2, and part of the vacated Doty Street and Stuart Street rights-of-way, and all of the vacated Walkway, Plat of Astor);

ALSO all of Lot 2 and Outlot 1, Brown County Certified Survey Map Number 7036 as recorded in Volume 47 of Certified Survey Maps, Page 269, as Document Number 2105266, (being part of Lots 11 through 15, and part of the vacated Cherry Street right-of-way, Plat of Navarino);

ALSO all of Outlot 1, Brown County Certified Survey Map Number 7310 as recorded in Volume 49 of Certified Survey Maps, Page 332, as Document Number 2190777, (being part of Lots (being part of Lots 7 through 10, Plat of Navarino);

ALSO all of the area "Dedicated for Greenway", Brown County Certified Survey Map Number 7657 as recorded in Volume 52 of Certified Survey Maps, Page 285, as Document Number 2311239, (being part of Lots (being part of Lots 1 through 6, Plat of Navarino);

ALSO all of Lots 1 and 2, Brown County Certified Survey Map Number 7722 as recorded in Volume 53 of Certified Survey Maps, Page 120, as Document Number 2335816, (being all of Lots 55 through 57, and part of Lot 54, Plat of Navarino);

ALSO that part of the adjacent Street and Railroad Rights Of Way;

ALSO that part of the adjacent Vacated Street Rights Of Way;

ALL located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at the northwest corner of Lot 1, Brown County Certified Survey Map Number 5277 as recorded in Volume 34 of Certified Survey Maps, Page 255, as Document Number 1520331;

thence N64°-10'-27"W, 50.01 feet, along the south right-of-way line of W. Walnut Street to the westerly right-of-way line of the WI Central LTD Railroad which lies within the platted Pearl Street right-of-way, and the point of beginning;

thence S24°-41'-30"W, 422.69 feet, along said westerly right-of-way line of the WI Central LTD Railroad, to the centerline of the Howard Street right-of-way;

thence N64°-09'-41"W, 796.11 feet, along said centerline of Howard Street right-of-way, to the centerline of the Public Alley lying westerly of Lots 33 and 34, Callaghan's Addition and Lots 98 through 100, Original Survey of the Town of Fort Howard;

thence N24°-45'-08"E, 299.96 feet, along said Public Alley, to a point on the easterly extension of the south line of Lot 94, Original Survey of the Town of Fort Howard;

thence N64°-10'-12"W, 176.50 feet, along the south line of Lot 94, Original Survey of the Town of Fort Howard, and the extension thereof, to the centerline of the Maple Avenue right-of-way;

thence N24°-33'-25"E, 402.42 feet, along said centerline of the Maple Avenue right-of-way, to a point on the westerly extension of the north line of Lot 46, Original Survey of the Town of Fort Howard;

thence S64°-09'-44"E, 177.14 feet along said north line of Lot 46, Original Survey of the Town of Fort Howard, and the extension thereof, to the centerline of the Public Alley lying westerly of Lots 37, 38 and F, Original Survey of the Town of Fort Howard, and Lots 16 through 18, Block D, Desnoyer's Addition;

thence N24°-38'-33"E, 305.11 feet, along said centerline of the Public Alley;

thence N25°-42'-52"E, 140.00 feet, continuing along said centerline of the Public Alley, to the centerline of the Hubbard Street right-of-way;

thence N64°-07'-40"W, 177.18 feet, along said centerline of the Hubbard Street right-of-way, to the centerline of Maple Avenue right-of-way;

thence N25°-41'-08"E, 505.77 feet, along said centerline of Maple Avenue right-of-way, to the centerline of Dousman Street right-of-way;

thence S63°-57'-38"E, 354.58 feet along said centerline of Dousman Street right-of-way, to the centerline of the Chestnut Avenue right-of-way;

thence N25°-38'-47"E, 317.11 feet, along said centerline of the Chestnut Avenue right-of-way;

thence N26°-08'-32"E, 1629.62 feet, continuing along said centerline of the Chestnut Avenue right-of-way, to the centerline of the Mather Street right-of-way;

thence S63°-49'-40"E, 335.28 feet along said centerline of the Mather Street right-of-way, to the centerline of the Broadway right-of-way;

thence S26°-09'-12"W, 1627.83 feet along said centerline of the Broadway right-of-way;

thence S25°-43'-30"W, 318.12 feet, continuing along said centerline of the Broadway right-of-way, to the centerline of the Dousman Street right-of-way;

thence S63°-57'-51"E, 476.84 feet along said centerline of the Dousman Street right-of-way, to a point on the southerly extension of the west line of Lot 1, Brown County Certified Survey Map Number 5885 as recorded in Volume 38 of Certified Survey Maps, Page 343, as Document Number 1687655;

thence N43°-33'-39"E, 573.78 feet, along said west line of Lot 1, Certified Survey Map Number 5885, and the extension thereof;

thence N45°-35'-25"W, 18.79 feet, to the easterly right-of-way line of the WI Central LTD Railroad;

thence N43°-23'-18"E, 711.73 feet, along said easterly right-of-way line of the WI Central LTD Railroad;

thence N42°-26'-27"E, 307.76 feet, continuing along said easterly right-of-way line of the WI Central LTD Railroad;

thence continuing along said easterly right-of-way line of the WI Central LTD Railroad, along the arc of a 1170.45 foot radius curve to the left, 155.58 feet, said curve having a chord which bears N38°-37'-59"E, 155.47 feet;

thence N27°-56'-15"E, 244.65 feet, continuing along said easterly right-of-way line of the WI Central LTD Railroad;

thence continuing along said easterly right-of-way line of the WI Central LTD Railroad, along the arc of a 573.12 foot radius curve to the left, 201.03 feet, said curve having a chord which bears N17°-39'-01"E, 200.00 feet;

thence S63°49'-54"E, 5.18 feet, along the right-of-way line of the WI Central LTD Railroad;

thence N11°-39'-11"E, 146.20 feet, along the easterly right-of-way line of the WI Central LTD Railroad;

thence S63°-54'-38"E, 11.94 feet to the west line of Lot 1, Brown County Certified Survey Map Number 4532, as recorded in Volume 29 of Certified Survey Maps, Page 82, as Document Number 1347318;

thence S00°-50'-42"E, 358.29 feet, along said west line of Lot 1, Certified Survey Map Number 4532;

thence S00°-00'-56"E, 259.86 feet, continuing along said west line of Lot 1, Certified Survey Map Number 4532;

thence S01°-30'-35"E, 79.88 feet, continuing along said west line of Lot 1, Certified Survey Map Number 4532;

thence S04°-39'-01"W, 46.10 feet, continuing along said west line of Lot 1, Certified Survey Map Number 4532, to the southwest corner of said Lot 1;

thence S63°-44'-28"E, 168.48 feet, along said south line of Lot 1, Certified Survey Map Number 4532; to the southeast corner of said Lot 1 being a point on the Combined Pierhead and Bulkhead Line on the west bank of the Fox River;

thence S26°-26'-15"W, 376.07 feet, along said Combined Pierhead and Bulkhead Line on the west bank of the Fox River;

thence S54°-13'-27"W, 601.57 feet, continuing along said Combined Pierhead and Bulkhead Line on the west bank of the Fox River;

thence S61°-38'-27"W, 483.50 feet, continuing along said Combined Pierhead and Bulkhead Line on the west bank of the Fox River;

thence S35°-05'-00"W, 850.49 feet, continuing along said Combined Pierhead and Bulkhead Line on the west bank of the Fox River;

thence S21°-46'-59"W, 598.56 feet, continuing along said Combined Pierhead and Bulkhead Line on the west bank of the Fox River, to the north right-of-way line of W. Walnut Street, also being the southeast corner of Lot 2, Certified Survey Map Number 3148 as recorded in Volume 16 of Certified Survey Maps, Page 311, as Document Number 1091200 ;

thence N64°-19'-42"W, 110.98 feet, along said north right-of-way line of W. Walnut Street, to the southeast corner of Lot 1, Certified Survey Map Number 3148;

thence N24°-48'-29"E, 500.94 feet, along the east line of said Lot 1, Certified Survey Map Number 3148, to the northeast corner of said Lot 1, Certified Survey Map Number 3148;

thence N65°-24'-25"W, 386.18 feet, along the north line of said Lot 1, Certified Survey Map Number 3148 and the extension thereof, to the west right-of-way line of Pearl Street;

thence N24°-35'-45"E, 5.99 feet, along said west right-of-way line of Pearl Street;

thence N25°-43'-49"E, 100.97 feet continuing along said west right-of-way line of Pearl Street, to the south right-of-way line of Hubbard Street;

thence N64°-07'-31"W, 120.98 feet, along said south right-of-way line of Hubbard Street, to the northeast corner of Lot 1, Certified Survey Map Number 6403 as recorded in Volume 42 of Certified Survey Maps, Page 299, as Document Number 1826719;

thence S25°-44'-07"W, 108.42 feet, along the east line of Lots 1 and 2, said Certified Survey Map Number 6403;

thence S13°-00'-17"W, 35.77 feet, continuing along said Lot 2, Certified Survey Map Number 6403, to the west line of the Public Alley as platted in Block B, Desnoyer's Addition:

thence S24°-36'-26"W, 153.59 feet, along said west line of the Public Alley, to the south line of the Three Foot Strip of land lying between Desnoyer's Addition and the Original Survey of Fort Howard;

thence N64°-09'-43"W, 140.01 feet, along said south line of the Three Foot Strip of land lying between Desnoyer's Addition and the Original Survey of Fort Howard, to the centerline of the Broadway right-of-way;

thence S24°-36'-21"W, 387.66 feet, along said centerline of the Broadway right-of-way, to the south right-of-way line of W. Walnut Street;

thence S64°-10'-27"E, 283.98 feet along said south right-of-way line of W. Walnut Street, to the point of beginning.

ALSO that part described as follows:

Beginning at the northwest corner of Lot 1, Brown County Certified Survey Map Number 5277 as recorded in Volume 34 of Certified Survey Maps, Page 255, as Document Number 1520331;

thence S64°-10'-27"E, 419.54 feet, along the north line of said Lot 1, Certified Survey Map Number 5277 and the extension thereof, also being the south right-of-way line of W. Walnut Street, to a point on the Combined Pierhead and Bulkhead Line on the west bank of the Fox River;

thence S21°-47'-30"W, 368.59 feet, along said Combined Pierhead and Bulkhead Line on the west bank of the Fox River, to a point on the westerly extension of the south line of Outlot 1, Brown County Certified Survey Map Number 3814, recorded in Volume 22 of Certified Survey Maps, Page 122, as Document Number 1199401 (being part of Lots 18 and 19, Plat of Navarino, and part of Lots 1 and 2, Block 1, Plat of Astor);

thence S63°-37'-01"E, 710.90 feet along said south line of Outlot 1, Brown County Certified Survey Map Number 3814 and the extension thereof, to the west line of a Public Alley;

thence S26°-23'-53"W, 20.00 feet, along said west line of the Public Alley, to the south line of a Public Alley;

thence S63°-37'-01"E, 166.50 feet, along said south line of the Public Alley, to the centerline of Washington Street right-of-way;

thence N26°-23'-51"E, 297.04 feet, along said center line of the Washington Street right-of-way, to a point on the easterly extension of the south line of Bellin Building Condominium;

thence N63°-34'-36"W, 159.00 feet, along said south line of Bellin Building Condominium and extension thereof, to the centerline of a Public Alley;

thence N26°-23'-51"E, 135.55 feet along said centerline of the Public Alley, to the existing centerline of E. Walnut Street;

thence N63°-33'-23"W, 164.22 feet along said existing centerline of E. Walnut Street, to a point on the Combined Pierhead and Bulkhead Line on the east bank of the Fox River;

thence N29°-05'-24"E, 766.24 feet along said Combined Pierhead and Bulkhead Line on the east bank of the Fox River, to the centerline of the Pine Street right-of-way;

thence S63°-32'-22"E, 50.05 feet along said centerline of the Pine Street right-of-way, to a point on the extension of the west line of area "Dedicated for Greenway", Brown County Certified Survey Map Number 7657 as recorded in Volume 52 of Certified Survey Maps, Page 285, as Document Number 2311239;

thence N29°-05'-18"E, 361.70 feet along said west line of area "Dedicated for Greenway", Certified Survey Map Number 7657, and the extension thereof, to the northwest corner of said area "Dedicated for Greenway";

thence S63°-30'-58"E, 8.68 feet along the north line of said area "Dedicated for Greenway", to the northeast corner of said area "Dedicated for Greenway";

thence S26°-33'-58"W, 57.99 feet, along the west line of said area "Dedicated for Greenway", to the northwest corner of River Center Condominium II;

thence S63°-35'-38"E, 87.00 feet, along the most north line of said River Center Condominium II;

thence S26°-24'-22"W, 27.57 feet, along said River Center Condominium II, to a north line of said River Center Condominium II;

thence S63°-35'-38"E, 124.70 feet, along last said north line of River Center Condominium II, and the easterly extension thereof, to the centerline of Washington Street right-of-way;

thence S26°-23'-50"W, 193.97 feet, along said centerline of Washington Street, to a point on the westerly extension of the north line of Baylake City Center Condominium;

thence S63°-36'-10"E, 106.35 feet, along the north line of said Baylake City Center Condominium and the extension thereof;

thence N26°-23'-50"E, 32.00 feet along said Baylake City Center Condominium, to a north line of said Baylake City Center Condominium;

thence S63°-36'-10"E, 128.00 feet along last said north line of Baylake City Center Condominium;

thence N26°-23'-50"E, 24.00 feet, to a north line of said Baylake City Center Condominium also being the south right-of-way line of Northland Avenue;

thence S63°-36'-10"E, 84.75 feet, along last said north line of said Baylake City Center Condominium also being the south right-of-way line of Northland Avenue;

thence S26°-23'-50"W, 36.41 feet, along said Baylake City Center Condominium, to a north line of Baylake City Center Condominium;

thence S63°-36'-24"E, 52.97 feet, along last said north line of Baylake City Center Condominium, to the west right-of-way line of Adams Street;

thence S26°-23'-50"W, 234.78 feet to a southeast corner of said Baylake City Center Condominium;

thence S63°-36'-10"E, 40.00 feet, to the centerline of the Adams Street right-of-way;

thence S26°-23'-50"W, 258.59 feet, along said centerline of the Adams Street right-of-way, to the centerline of the Cherry Street right-of-way;

thence S63°-34'-17"E, 205.46 feet along said Cherry Street right-of-way, to the centerline of the Public Alley lying easterly of and adjacent to Lots 67 through 71, Plat of Navarino;

thence N26°-23'-50"E, 391.23 feet, along said Public Alley lying easterly of and adjacent to Lots 67 through 71, Plat of Navarino, to the centerline of the Pine Street right-of-way;

thence S63°-32'-22"E, 165.43 feet along said centerline of the Pine Street right-of-way;

thence S63°-42'-18"E, 450.98 feet, continuing along said centerline of the Pine Street right-of-way, to the centerline of the Madison Street right-of-way;

thence S26°-24'-32"W, 391.03 feet, along said centerline of the Madison Street right-of-way, to the centerline of the Cherry Street right-of-way;

thence N63°-43'-17"W, 205.43 feet, along said centerline of the Cherry Street right-of-way, to the centerline of the Public Alley lying easterly of and adjacent to Lots 695 and 700, Plat of Navarino;

thence S26°-24'-11"W, 391.16 feet, along said centerline of the Public Alley lying easterly of and adjacent to Lots 695 and 700, Plat of Navarino, to the centerline of the E Walnut Street right-of-way;

thence N63°-42'-58"W, 205.39 feet, along said centerline of the E Walnut Street right-of-way, to the centerline of the Jefferson Street right-of-way;

thence S26°-23'-50"W, 504.42 feet, along said centerline of the Jefferson Street right-of-way, to the centerline of the Doty Street right-of-way;

thence N63°-38'-47"W, 410.93 feet, along said centerline of the Doty Street right-of-way, to the centerline of the Adams Street right-of-way;

thence S26°-23'-03"W, 1501.74 feet, along said centerline of the Adams Street right-of-way, to the centerline of Chicago Street right-of-way;

thence S63°-40'-03"E, 257.46 feet along said centerline of Chicago Street right-of-way, to a point on the northerly extension of the east line of Lot 2, Brown County Certified Survey Map Number 3912 as recorded in Volume 23 of Certified Survey Maps, Page 10, as Document Number 1213359;

thence S26°-19'-17"W, 270.00 feet along said east line of Lot 2, Certified Survey Map Number 3912, and the extension thereof;

thence S67°-25'-37"W, 132.69 feet along the southeasterly line of said Lot 2, Certified Survey Map Number 3912;

thence S26°-16'-54"W, 21.24 feet, to a point on the westerly extension of Lot 10, Block 21, Plat of Astor;

thence S63°-43'-06"E, 610.24 feet along said Lot 10, Block 21, Plat of Astor and the extension thereof, to a point on the platted east line of Block 21, Plat of Astor, also being the platted west right-of-way line of Madison Street;

thence S26°-23'-49"W, 360.29 feet, to the northeast corner of Lot 4, Block 20, Plat of Astor, also being the south right-of-way line of E. Mason Street;

thence N63°-42'-10"W, 410.33 feet, along said south right-of-way line of E. Mason Street, to the west right-of-way line of Jefferson Street;

thence N26°-23'-02"E, 58.01 feet, along said west right-of-way line of Jefferson Street, to the south right-of-way line of E. Mason Street;

thence N63°-42'-09"W, 75.00 feet, along said south right-of-way line of E. Mason Street;

thence N26°-23'-02"E, 2.00 feet, continuing along E. Mason Street;

thence N63°-42'-09"W, 45.00 feet, continuing along said south right-of-way line of E. Mason Street

thence N26°-23'-02"E, 80.00 feet, continuing along E. Mason Street;

thence N52°-56'-49"W, 214.45 feet, continuing along said south right-of-way line of E. Mason Street;

thence N63°-42'-07"W, 385.31 feet, continuing along said south right-of-way line of E. Mason Street, to the northeast corner of Outlot 1, Certified Survey Map Number 9713, as Document Number 3054697;

thence S09°-49'-50"W, 146.58 feet, along the east line of said Outlot 1, Certified Survey Map Number 9713;

thence along said east line of said Outlot 1, Certified Survey Map Number 9713 a distance of 29.18 feet along the arc of a 107.00 foot radius curve to the left, long chord bears S02°-01'-06"W, 29.09 feet;

thence S05°-47'-38"E, 75.64 feet along said east line of said Outlot 1, Certified Survey Map Number 9713;

thence along said east line of said Outlot 1, Certified Survey Map Number 9713 a distance of 71.88 feet along the arc of a 208.00 foot radius curve to the right, long chord bears S04°-06'-23"W, 71.52 feet;

thence S14°-00-24"W, 150.07 feet along said east line of said Outlot 1, Certified Survey Map Number 9713;

thence along said east line of said Outlot 1, Certified Survey Map Number 9713 a distance of 39.05 feet along the arc of a 117.00 foot radius curve to the left, long chord bears S04°-26'-44"W, 38.87 feet to the southeast corner of said Outlot 1;

thence N63°-42'-15"W, 128.03 feet along the south line of said Outlot 1, Certified Survey Map Number 9713 to the southwest corner thereof, also being a point on the Combined Pierhead and Bulkhead Line on the east bank of the Fox River;

thence N18°-19'-15"E, 181.80 feet, along said Combined Pierhead and Bulkhead Line on the east bank of the Fox River;

thence N14°-24'-37"E, 403.64 feet, continuing along said Combined Pierhead and Bulkhead Line on the east

bank of the Fox River;

thence N61°-50'-56"W, 555.83 feet, to a point on the Combined Pierhead and Bulkhead Line on the west bank of the Fox River;

thence N20°-03'-08"E, 82.85 feet, along said Combined Pierhead and Bulkhead Line on the west bank of the Fox River;

thence N12°-36'-16"E, 936.31 feet, continuing along said Combined Pierhead and Bulkhead Line on the west bank of the Fox River;

thence N21°-47'-33"E, 334.79 feet, continuing along said Combined Pierhead and Bulkhead Line on the west bank of the Fox River, to the south right-of-way line of Bridge Street;

thence N64°-07'-18"W, 476.09 feet, along said south right-of-way line of Bridge Street to the platted east right-of-way line of Pearl Street;

thence N24°-41'-30"E, 1114.32 feet, along said platted east right-of-way line of Pearl Street, to the point of beginning.

Parcels affected being tax parcel numbers: 4-263, 4-264, 4-265, 4-266, 12-195, 12-196, 12-197, 12-198, 12-199, 12-200, 12-201, 12-202, 12-203, 12-204, 12-205, 12-206, 12-38-1, 12-38-2, 12-38-3, 12-38-4, 12-38-5, 12-38-6, 12-38-7-1, 12-38-7, 12-38-8, 12-38-9, 12-38-10, 3-1300, 3-1301, 3-322, 3-325, 3-331, 3-330, 3-306, 3-311, 3-312, 3-313, 3-320, 12-351, 12-352, 12-353, 12-354, 12-355, 12-356, 4-154, 4-157, 4-158, 4-159, 4-160, 4-161, 4-156, 4-66, 5-587, 5-586, 5-588, 5-591, 5-592, 5-594, 4-68, 4-81, 4-82, 5-596, 5-598-B, 5-599, 5-600, 4-96, 4-98, 4-99, 4-100, 4-101, 4-102, 4-57, 4-97, 4-104, 4-65, 5-590, 5-589, 5-593, 5-595, 4-67, 4-71, 4-72, 4-76, 4-75, 4-74, 4-78, 4-77, 4-80, 4-79, 4-83, 4-84, 5-602, 4-91, 4-91-A, 4-59-B, 5-874, 5-876, 5-875, 5-877, 5-878, 5-879, 5-891, 5-892, 5-893, 5-894, 5-895, 5-896, 5-897, 5-898, 5-899, 5-900, 5-901, 5-902, 5-907, 5-908, 5-909, 5-910, 5-915, 5-914, 5-916, 5-917, 5-918, 5-925, 5-926, 5-927, 5-931, 5-932, 5-933, 5-934, 5-935, 5-936, 5-936-1, 5-882, 5-885, 5-890, 5-904, 5-911, 5-912, 5-920, 5-921, 5-922, 5-923, 5-924, 5-881, 5-880, 5-1525-A, 12-363, 12-364, 4-201, 4-204, 4-201-1, 4-206, 4-205, 4-210, 4-211, 4-212, 4-214, 4-215-A, 4-216, 4-92-1, 4-221, 4-223, 3-85, 3-92, 3-98, 3-100, 3-101, 3-105, 3-96, 3-99, 3-104-A, 3-106, 3-107, 3-110, 3-113, 3-114, 3-116, 4-254, 12-185-1, 12-185, 13-10, 13-185, 15-2, 13-18, 13-20, 13-11, 13-28-A, 13-39, 13-50, 13-51, 13-53, 13-54, 13-43, 13-55, 13-49, 12-190-A, 12-192, 12-190, 12-191, 12-193, 15-169, 12-13, 12-14, 12-17, 12-15, 12-18, 12-20, 12-19, 12-21, 12-23, 12-22, 12-46, 12-47, 12-44, 12-65, 12-64, 12-67, 12-66, 12-108, 12-111, 12-109, 12-110, 12-112, 12-115, 12-117, 12-116, 12-131, 12-133, 12-135, 11-214, 11-217, 12-68, 12-71, 12-107, 12-114, 12-121, 12-122, 12-118, 12-119, 12-120, 12-137, 12-132, 12-134, 12-139, 12-138, 11-11, 11-13, 12-152-A, 12-152, 11-175, 11-174, 11-182, 11-215, 11-216, 12-357, 12-233, 12-234, 12-235, 12-236, 12-237, 12-238, 12-239, 12-240, 12-249, 12-250, 12-251, 12-252, 12-253, 12-254, 12-255, 12-256, 12-257, 12-258, 12-259, 12-260, 12-261, 12-262, 12-263, 12-264, 12-241, 12-242, 12-243, 12-244, 12-245, 12-246, 12-247, 12-248, 12-265, 12-266, 12-267, 12-268, 12-269, 12-270, 12-271, 12-272, 12-273, 12-274, 12-275, 12-276, 12-277, 12-278, 12-279, 12-280, 12-207,

12-208, 12-209, 12-210, 12-211, 12-212, 12-213, 12-214, 12-215, 12-216, 12-217, 12-218, 12-219, 12-220, 12-221, 12-222, 12-223, 12-224, 12-225, 12-226, 12-227, 12-228, 12-229, 12-230, 12-231, 12-232, 13-183-2, 5-930, 5-928, 4-59, 11-179, 4-56, 4-58, 12-48-1, 4-181, 13-1, 13-3, 15-20, 15-23, 4-62, 5-1525, 13-183, 3-306-1, 5-1525-2, 4-85, 4-61, 4-61-1, 13-8, 13-9, 13-2, 13-6, 12-24, 12-25, 12-130, 12-130-1, and 5-597.

Appendix C: Parcel to be Removed from TID 5 and Assessed Value

TAX PARCEL	ADDRESS	PROPERTY OWNER	ACRES	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE
15-168-A	100 E. MASON ST	MILLER LAND INVESTMENTS LLC	1.738	\$934,400	\$0	\$934,400
	TOTAL		1.738	\$934,400	\$0	\$934,400

**TAX INCREMENT FINANCE
DISTRICT NO. 5**

PROJECT PLAN

EAST AND WEST DOWNTOWN

**City of Green Bay, Wisconsin
December, 1999**

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Introduction

Redevelopment of the near west side Broadway commercial district and the near east side downtown area has been an on-going effort for many years. The City of Green Bay has worked with the businesses and the downtown agencies (On Broadway, Inc. and Downtown Green Bay, Inc.) to accomplish many improvements through property acquisition, land use changes and development site preparation.

In spring of 1997, the City of Green Bay adopted a Downtown Urban Design Plan to improve the central city commercial areas. This Plan identifies a number of problems with the area and provides redevelopment concepts for reversing the blighting tendencies affecting that area. A significant tool available to the City for financing this effort is Tax Incremental Financing (TIF). This report defines the scope of the improvement program proposed for tax incremental support for the downtown and related information required by State Statute. Each public improvement sets the stage for private investment in downtown Green Bay which helps stabilize land uses, maximize property values and prevent and eliminate deteriorating conditions, benefiting not only the City but all of Brown County and northeastern Wisconsin.

Description of Proposed District

I. Regional Location

The proposed Tax Incremental Finance District No. 5 is located in downtown Green Bay on the east and west banks of the Fox River. Interstate 43, U.S. Highway 41, and State Highway 29 are the major highways that provide regional access. The area is also accessible via Shawano/Walnut Ave., Dousman/Main St., Ashland Ave., Mason Street Broadway, Monroe Avenue, and Webster Avenue. Map 1 shows TID 5 and its relative location in the City of Green Bay.

II. Tax Increment District Boundary

Tax Increment District 5 boundaries are illustrated on Map 2. The legal description for the District is included as Appendix "A". TID 5 overlaps a significant portion of the existing TID 4. This is being done to permit the City to obtain financing for a twenty-three year term for new projects. The ability of TID 4 to cover its expenses looks favorable allowing for the overlapping boundaries.

III. General Make-up

Containing 451 parcels and 128.1 acres, the proposed TID is comprised of a number of different land uses. Map 3 shows existing land use for the TID area and Map 4 the corresponding zoning. The TID is primarily used for commercial purposes including general business (17%), office (11%) and off-street parking (14%). Industrial and warehousing uses located primarily on the west side combine to occupy 17% of the TID. A significant amount of land located along the outer fringe of the TID is used for housing (21%). Vacant lots and open space total 10% of the TID area. Other land uses found in the TID, but in small percentages are public, schools, churches, railroad and utilities.

Because many of the buildings were built in the late 1800's and early 1900's, facade rehabilitation is needed throughout the district. Some structures also have out-dated infrastructure and utilities associated with them. Wires are strung across streets and lots creating a very unappealing streetscape. Past development trends have resulted in obsolete uses on some of the City's most valuable property including parking lots, transit garage and some industrial/warehousing.

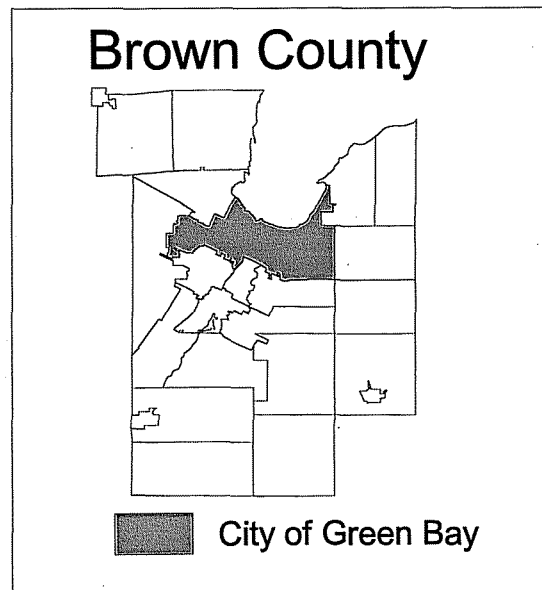
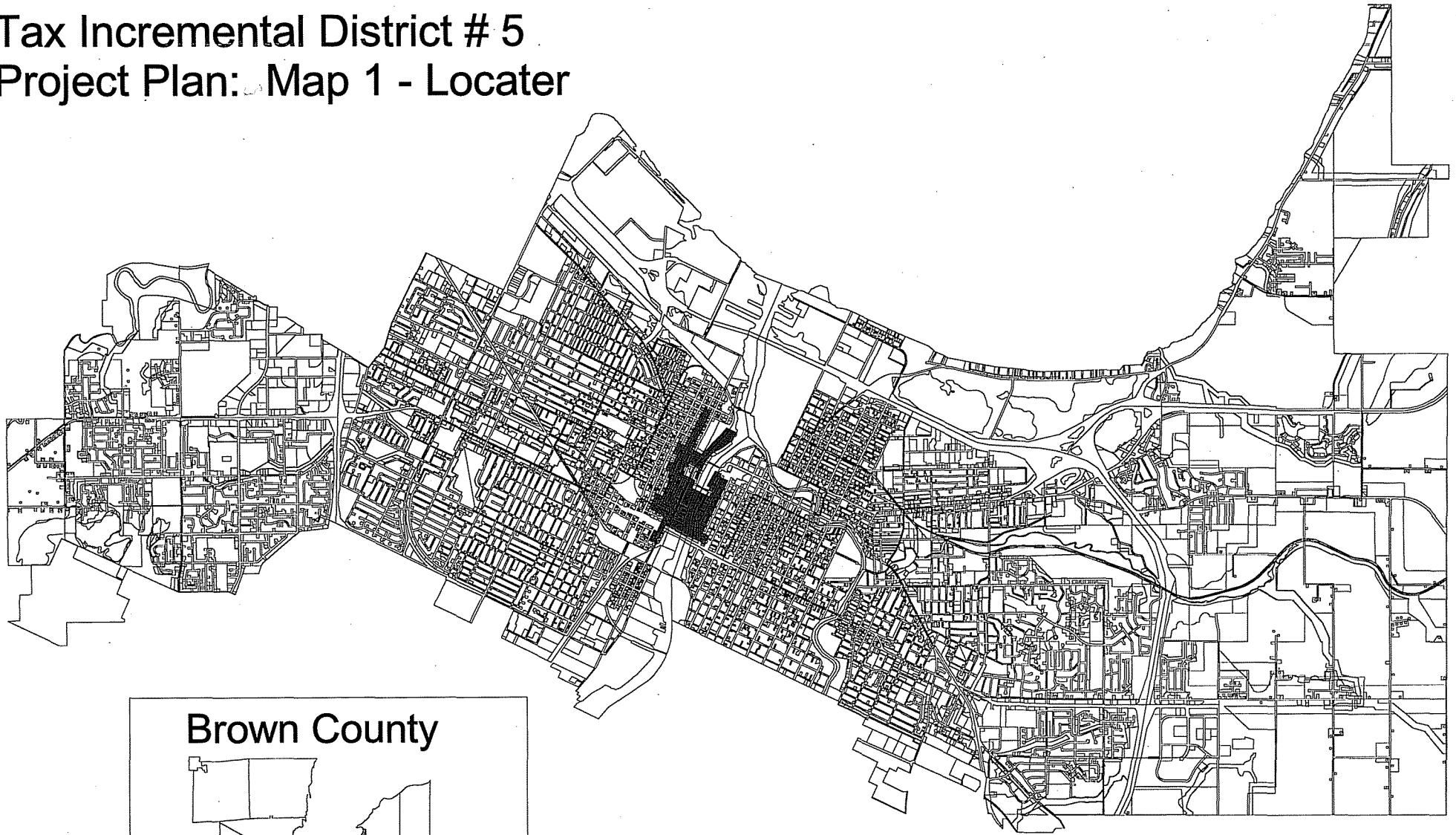
Appendix "B" provides a listing of all parcels within the TID, address and assessed value as applicable.

IV. Blight Criteria

According to State of Wisconsin Tax Increment Law, for an area to be designated a Tax Increment District, not less than 50% by area, of real property within the district must be blighted, in need of rehabilitation or conservation, or suitable for industrial sites. The proposed TID has 76% of its area meeting the required criteria. Map 5 shows those parcels. Appendix "B" lists each parcel with a brief description of its redevelopment needs.

Tax Incremental District # 5

Project Plan: Map 1 - Locater



TID Boundary

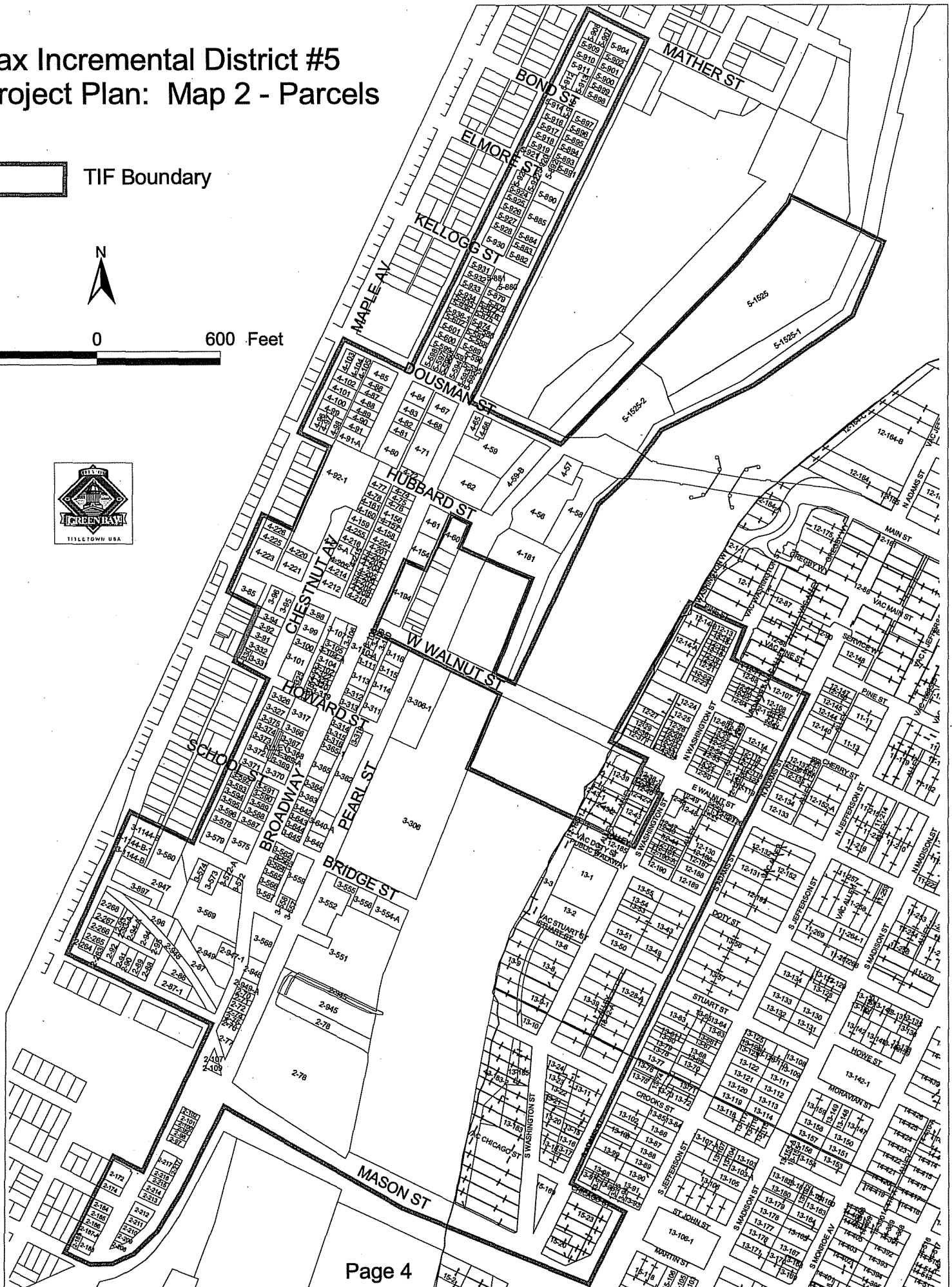


Tax Incremental District #5

Project Plan: Map 2 - Parcels



600 0 600 Feet



Tax Incremental District # 5 Project Plan: Map 3 - Land Use

1990 Land Use

-  General Business
-  Office/Financial
-  Health Care
-  Off-Street Parking
-  Light Industrial
-  Heavy Industrial
-  Warehousing
-  Open Storage
-  Rail
-  Utility
-  Lakes-River
-  Landfill
-  Wetlands
-  Schools-Public and Private
-  Church and School
-  Church
-  Public Building or Land
-  Cemetery
-  Park/Open Space
-  First Family
-  Two Family
-  Multi-Family
-  Mobile Home Park
-  Vacant
-  Agriculture

0 700 Feet

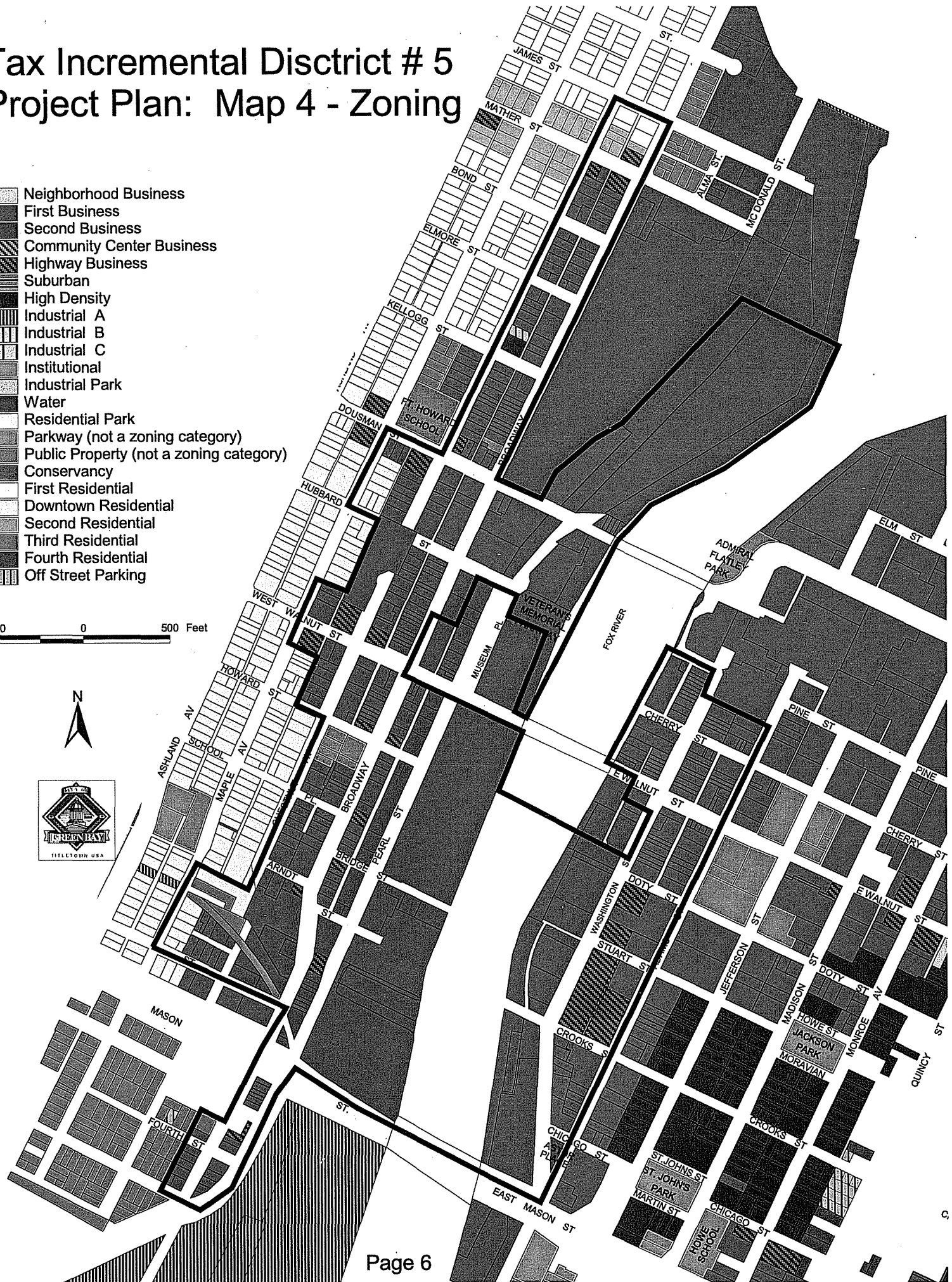


Tax Incremental District # 5

Project Plan: Map 4 - Zoning

-  Neighborhood Business
-  First Business
-  Second Business
-  Community Center Business
-  Highway Business
-  Suburban
-  High Density
-  Industrial A
-  Industrial B
-  Industrial C
-  Institutional
-  Industrial Park
-  Water
-  Residential Park
-  Parkway (not a zoning category)
-  Public Property (not a zoning category)
-  Conservancy
-  First Residential
-  Downtown Residential
-  Second Residential
-  Third Residential
-  Fourth Residential
-  Off Street Parking

500 0 500 Feet

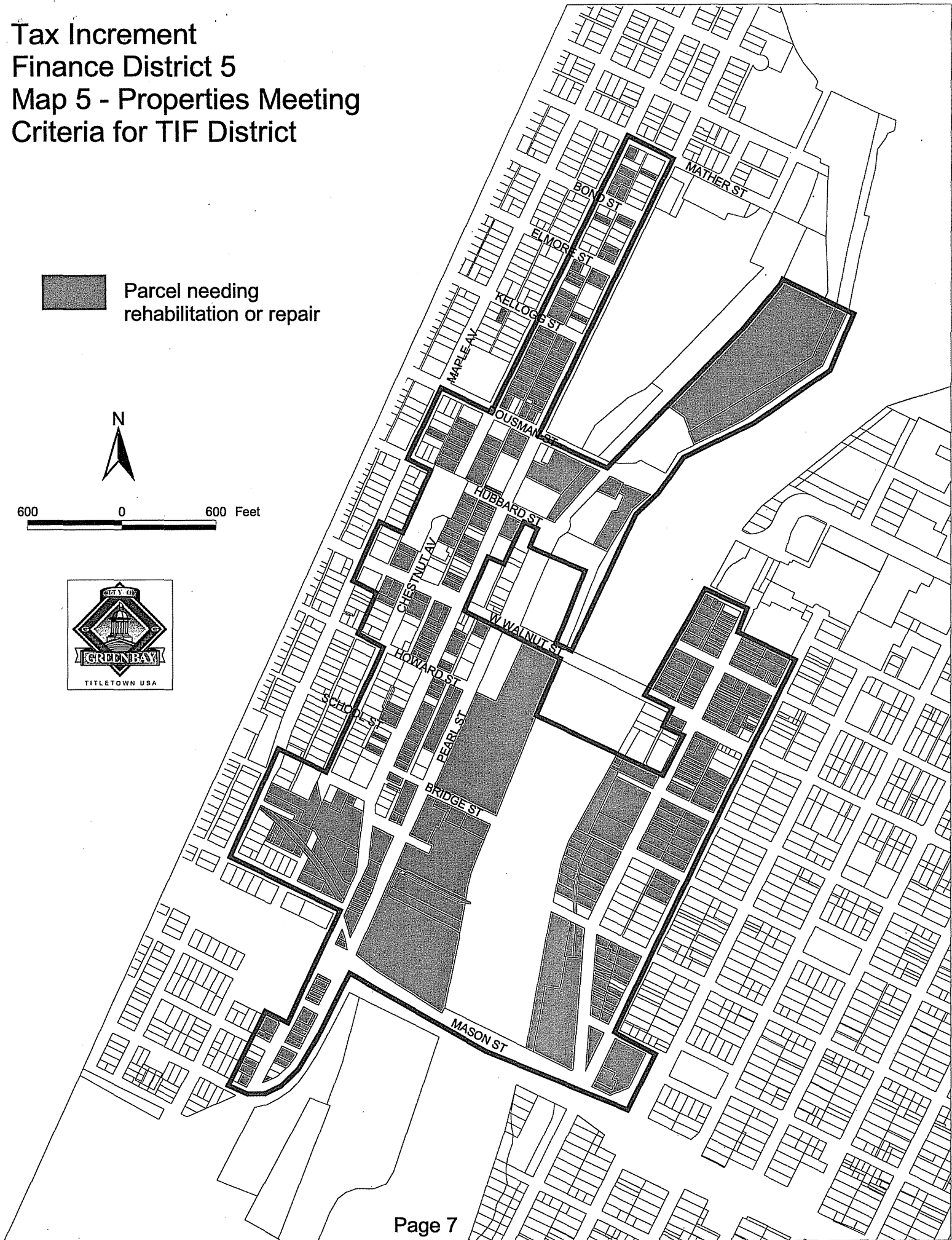


Tax Increment
Finance District 5
Map 5 - Properties Meeting
Criteria for TIF District

 Parcel needing
rehabilitation or repair



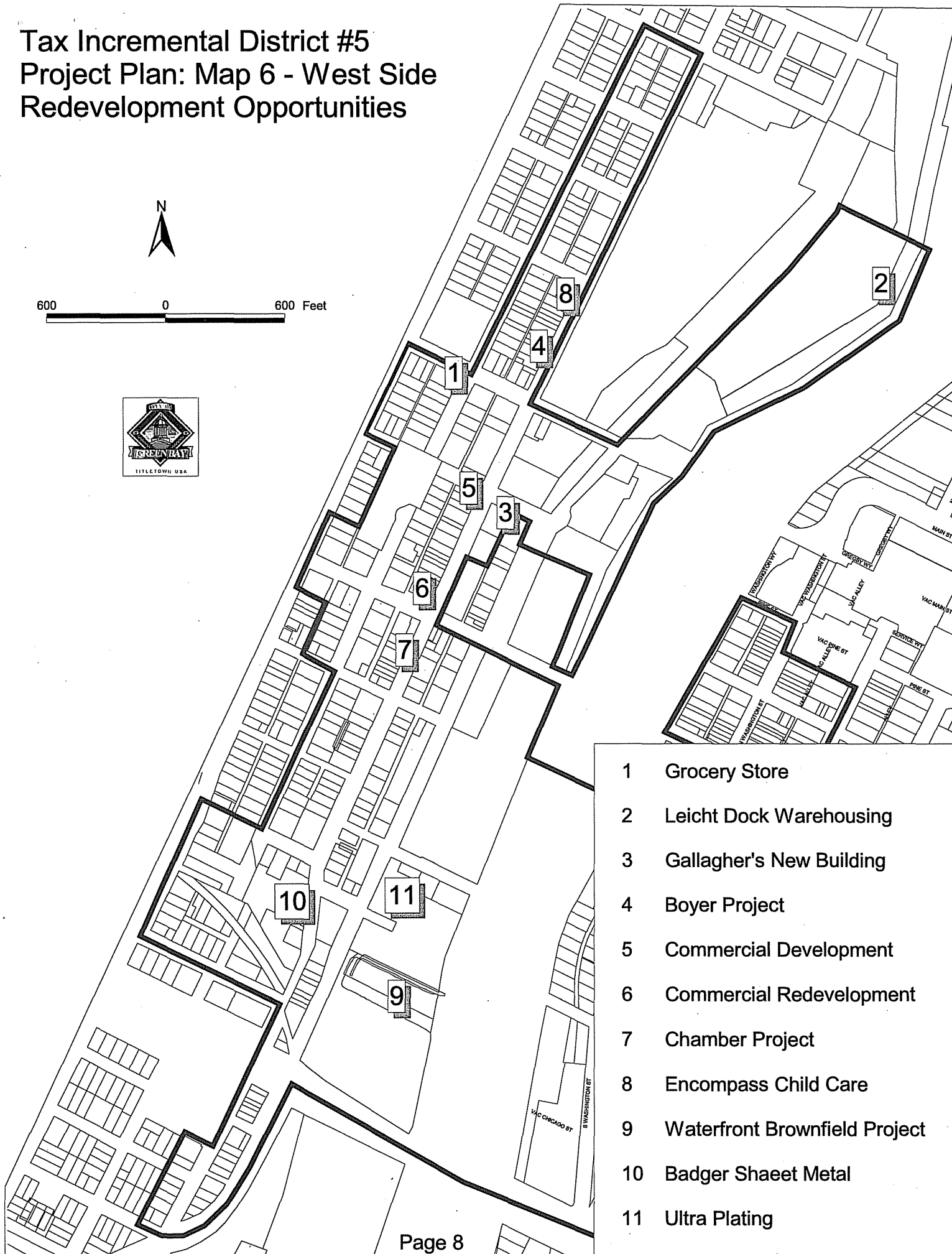
600 0 600 Feet



Tax Incremental District #5 Project Plan: Map 6 - West Side Redevelopment Opportunities



600 0 600 Feet



- 1 Grocery Store
- 2 Leicht Dock Warehousing
- 3 Gallagher's New Building
- 4 Boyer Project
- 5 Commercial Development
- 6 Commercial Redevelopment
- 7 Chamber Project
- 8 Encompass Child Care
- 9 Waterfront Brownfield Project
- 10 Badger Shaeet Metal
- 11 Ultra Plating

Tax Incremental Distict # 5

Project Plan: Map 7 - East Side

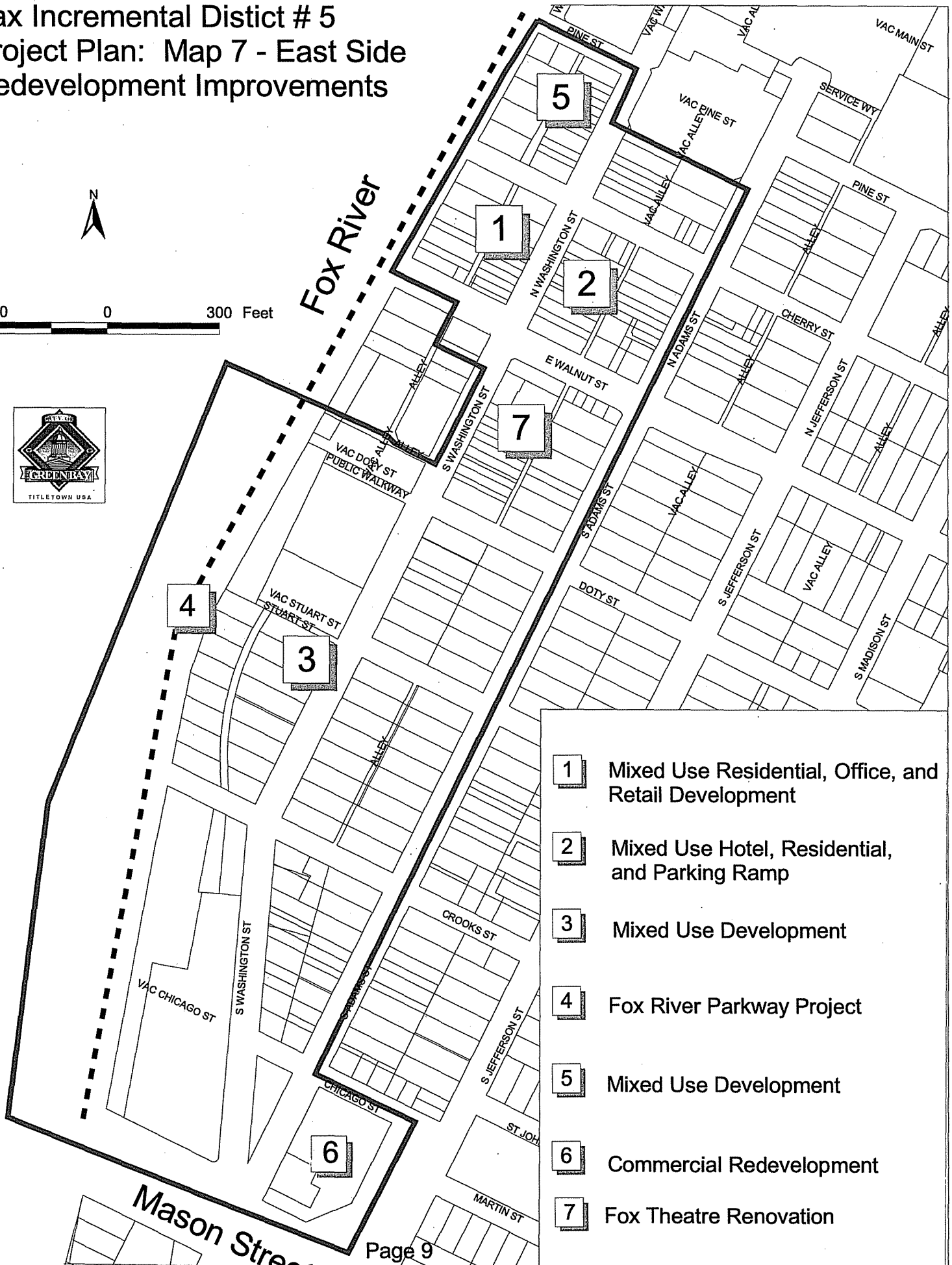
Redevelopment Improvements



300 0 300 Feet



Fox River



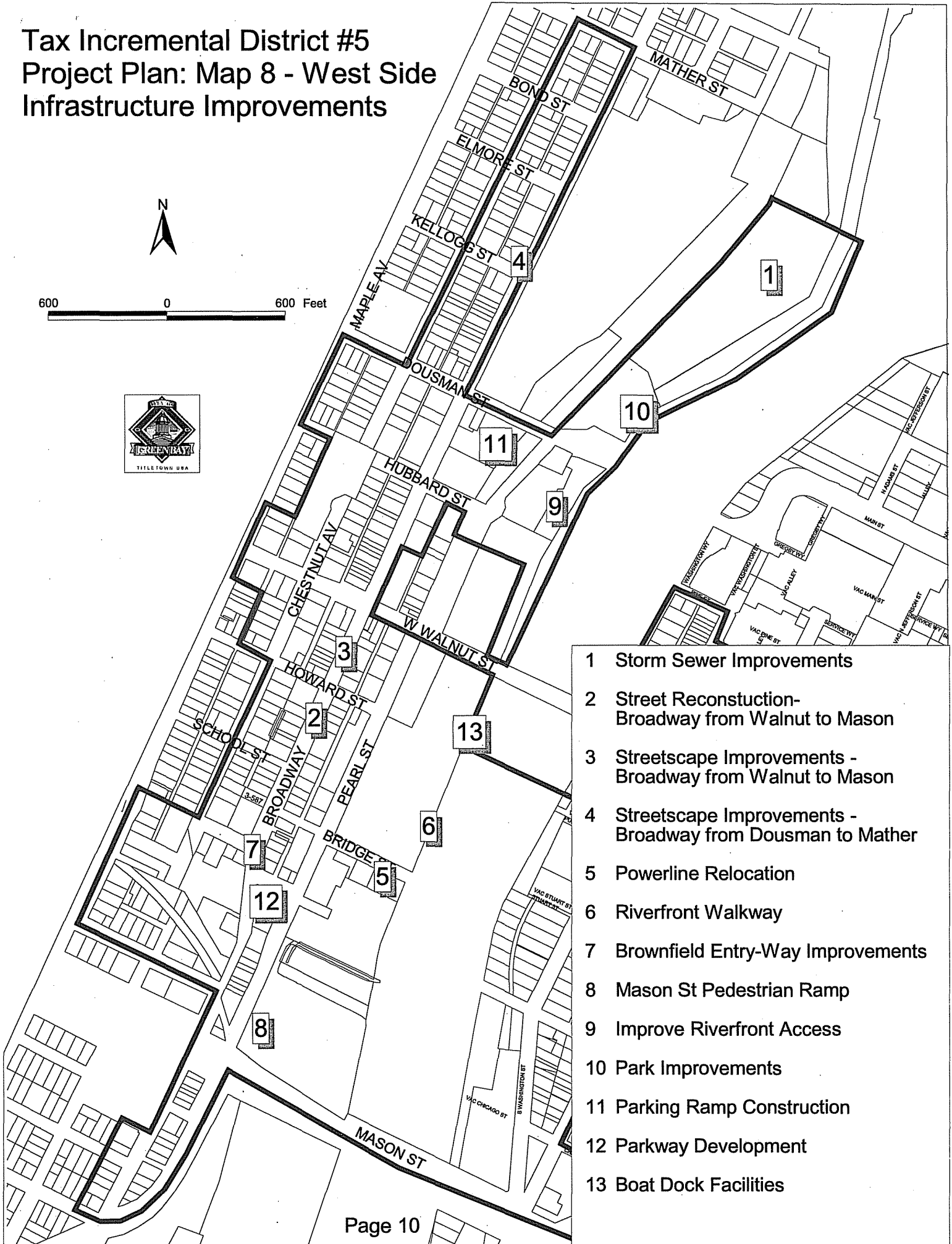
- 1 Mixed Use Residential, Office, and Retail Development
- 2 Mixed Use Hotel, Residential, and Parking Ramp
- 3 Mixed Use Development
- 4 Fox River Parkway Project
- 5 Mixed Use Development
- 6 Commercial Redevelopment
- 7 Fox Theatre Renovation

Tax Incremental District #5

Project Plan: Map 8 - West Side Infrastructure Improvements



600 0 600 Feet



- 1 Storm Sewer Improvements
- 2 Street Reconstruction-
Broadway from Walnut to Mason
- 3 Streetscape Improvements -
Broadway from Walnut to Mason
- 4 Streetscape Improvements -
Broadway from Dousman to Mather
- 5 Powerline Relocation
- 6 Riverfront Walkway
- 7 Brownfield Entry-Way Improvements
- 8 Mason St Pedestrian Ramp
- 9 Improve Riverfront Access
- 10 Park Improvements
- 11 Parking Ramp Construction
- 12 Parkway Development
- 13 Boat Dock Facilities

Tax Incremental Distict # 5 Project Plan: Map 9 - East Side Infrastructure Improvements



300 0 300 Feet



Fox River



- 1 Pavement reconstruction, sanitary sewer, storm sewer, water facilities, utility relocation, and streetscaping.
- 2 Pavement reconstruction, sanitary sewer, storm sewer, water facilities, utility relocation, and streetscaping.
- 3 Pavement reconstruction and utility relocation
- 4 Pavement reconstruction, sanitary sewer, storm sewer, water facilities, utility relocation.
- 5 Streetscape Improvements
- 6 Streetscape Improvements
- 7 Streetscape Improvements
- 8 Pavement reconstruction, utility relocation, and streetscape improvements
- 9 Utility relocation and streetscape improvements
- 10 Pavement reconstruction, sanitary sewer, storm sewer, water facilities, utility relocation, and streetscaping.
- 11 Utility relocation and streetscape improvements
- 12 Relocation of High Power Lines

Project Plan

A. Statement listing the kind, number and location of all proposed public works or improvements

Summarized below are the public works and related improvements proposed as part of TID 5. To make it easier to understand the impacts of the proposed improvements, the summary is divided by east and west side. These activities further the goals of the Downtown Urban Design Plan, which was completed in 1997. Careful consideration was given to maximizing the potential development of the downtown over the next seven years. Improvements will strengthen the downtown commercial area by creating a high quality mix of districts and villages assuring a highly desirable urban center. Maps 6, 7, 8 and 9 depict the location of each proposed improvement.

WEST SIDE IMPROVEMENTS

IMPROVEMENT # 1: GROCERY STORE DEVELOPMENT

Location: Southwest corner of Dousman Street and Chestnut Street (Map 6, Site 1)

Public Works or Improvements:

Property acquisition and occupant relocation; site preparation costs; possible loan to business.

IMPROVEMENT #2: LEICHT DOCKS WAREHOUSE CONSTRUCTION AND RELATED DEVELOPMENT

Location: North of the Nitschke Bridge along the west shore of the Fox River (Map 6, Site 2)

Public Works or Improvements:

Storm sewer reconstruction and site preparation.

IMPROVEMENT #3: GALLAGHER'S RETAIL DEVELOPMENT PROJECT

Location: Southeast corner of Broadway and Hubbard Street (Map 6, Site 3)

Public Works or Improvements:

Site preparation costs.

IMPROVEMENT #4: BOYER COMMERCIAL REDEVELOPMENT PROJECT

Location: 327 - 337 North Broadway (Map 6, Site 4)

Public Works or Improvements:

No public expenditures anticipated.

IMPROVEMENT #5: COMMERCIAL DEVELOPMENTS

Location: 163 and 201 North Broadway (Map 6, Site 5)

Public Works or Improvements:

No public expenditures are anticipated.

IMPROVEMENT #6: COMMERCIAL REDEVELOPMENT

Location: 107-109 North Broadway (Map 6, Site 6)

Public Works or Improvements:

No public expenditures are anticipated.

IMPROVEMENT #7: COMMERCIAL REDEVELOPMENT

Location: 112-114 South Broadway (Map 6, Site 7)

Public Works or Improvements:

No public expenditures are anticipated.

IMPROVEMENT #8: ENCOMPASS CHILD CARE DEVELOPMENT

Location: Southwest corner of Broadway and Kellogg Street (Map 6, Site 8)

Public Works or Improvements:

No public expenditures are anticipated.

IMPROVEMENT #9: WATERFRONT BROWNFIELD DEVELOPMENT

Location: Immediately north of the Mason Street Bridge along the west shore of the Fox River (Map 6, Site 9)

Public Works or Improvements:

Site preparation, developer assistance, environmental remediation, and waterfront development.

IMPROVEMENT #10: COMMERCIAL DEVELOPMENT

Location: West side of the 500 block of South Broadway (Map 6, Site 10)

Public Works or Improvements:

Property acquisition, occupant relocation, site preparation, developer assistance, environmental remediation, and waterfront development.

IMPROVEMENT #11: COMMERCIAL DEVELOPMENT

Location: 345 South Pearl Street (Map 6, Site 11)

Public Works or Improvements:

Property acquisition, occupant relocation, site preparation, developer assistance, and environmental remediation.

IMPROVEMENT #12: INFRASTRUCTURE DEVELOPMENT

Location: Bond Street east to the Fox River (Map 8, Site 1)

Public Works or Improvements:

Storm sewer improvements.

Location: Broadway from Walnut Street to Mason Street (Map 8, Site 2)

Public Works or Improvements:

Street reconstruction.

Location: Broadway from Walnut Street to Mason Street (Map 8, Site 3)

Public Works or Improvements

Streetscape improvements

Location: Broadway from Dousman Street to Mather Street (Map 8, Site 4)

Public Works or Improvements:

Streetscape improvements

Location: North of the Mason Street Bridge at the west shore of the Fox River extending to the east shore (Map 8, Site 5)

Public Works or Improvements:

Overhead powerline relocation.

Location: Along the west shore of the Fox River from North of the Nitschke Bridge to the Mason Street Bridge (Map 8, Site 6)

Public Works or Improvements:

Riverfront walkway construction

Location: 500 Block of South Broadway (Map 8, Site 7)

Public Works or Improvements:

Entry-way development to Waterfront Development site.

Location: Mason Street Bridge (Map 8, Site 8)

Public Works or Improvements:

Pedestrian ramp to Mason Street Bridge.

Location: East side of intersection of Hubbard Street and Pearl Street to Museum Way (Map 8, Site 9)

Public Works or Improvements:

Improve pedestrian crossing over railroad tracks.

IMPROVEMENT #13: OTHER PUBLIC IMPROVEMENTS

Location: Throughout the TID as needed

Public Works or Improvements:

Property acquisition, occupant relocation and building demolition.

Location: Throughout the TID as needed

Public Works or Improvements:

Create and administer an economic development revolving loan fund.

Location: Leicht's Dock Park immediately north of Nitchke Bridge (Map 8, Site 10)

Public Works or Improvements:

Park development.

Location: East side of the 200 block of North Broadway (Map 8, Site 11)

Public Works or Improvements:

Construction of a parking ramp.

Location: Southeast corner of South Broadway and Arndt Street (Map 8, Site 12)

Public Works or Improvements:

Develop a parkway area.

Location: West shore of Fox River between Leicht's Dock Park and the Mason Street Bridge (Map 8, Site 13)

Public Works or Improvements:

Construction of a boat docks as needed.

Location: Throughout the TID as needed

Public Works or Improvements:

Removal of billboards.

EAST SIDE IMPROVEMENTS

IMPROVEMENT #1: MIXED-USE RESIDENTIAL, OFFICE & RETAIL DEVELOPMENT

Location: Northwest corner of Washington Street and Walnut Street (Map 7, Site 1)

Public Works or Improvements:

Special foundation costs, parking, utility relocation, boat slips and related project costs as needed for development of the mixed-use building

IMPROVEMENT #2: MIXED-USE HOTEL, RESIDENTIAL PARKING RAMP

Location: Northeast corner of Washington Street and Walnut Street (Map 7, Site 2)

Public Works or Improvements:

Utility relocation, on-site demolition and ramp design and construction required for development of a parking ramp having ground floor retail; upper levels hotel and residential.

IMPROVEMENT #3: MIXED-USE DEVELOPMENT

Location: Between the Fox River and Washington Street in the 300 block of South Washington Street (Map 7, Site 3)

Public Works or Improvements:

Site preparation, building demolition, utility relocation, parking construction and related project costs as needed to accommodate development of a mixed-use building(s).

IMPROVEMENT #4: FOX RIVER PARKWAY PROJECT

Location: Completion and improvements of pedestrian access areas along the east shore of the Fox River throughout the TID (Map 7, Site 4)

Public Works or Improvements:

Lighting, landscaping, benches, paver bricks, etc. as needed to improve the Fox River pedestrian access areas.

IMPROVEMENT #5: MIXED-USE DEVELOPMENT

Location: Fox River Parking Ramp along the Fox River at end of Washington Way (Map 7, Site 5)

Public Works or Improvements:

Structure demolition, special foundation costs, parking, utility relocation, boat slips and related project costs as needed for development of the mixed-use building

IMPROVEMENT #6: COMMERCIAL REDEVELOPMENT

Location: Southeast corner of Chicago Street and Adams Street (Map 7, Site 6)

Public Works or Improvements:

No public expenditures are anticipated.

IMPROVEMENT #7: FOX THEATRE RENOVATION

Location: 117 South Washington Street (Map 7, Site 7)

Public Works or Improvements:

No public expenditures are anticipated.

IMPROVEMENT #8: INFRASTRUCTURE IMPROVEMENTS

Location: Washington St. from Pine St. to Adams St. (Map 9, Site 1)

Public Works or Improvements:

Pavement reconstruction, sanitary sewer, storm sewer, water facilities, utility relocation and streetscaping

Location: Adams Street from Pine St. to Mason St. (Map 9, Site 2)

Public Works or Improvements:

Pavement reconstruction, sanitary sewer, storm sewer, water facilities, utility relocation and streetscaping

Location: Alley between Fox River and Washington St. and Pine St. to Cherry St. (Map 9, Site 3)

Public Works or Improvements:

Pavement reconstruction and utility relocation

Location: Alley between Washington St. & Adams St. from Cherry St. to Doty St. (Map 9, Site 4)

Public Works or Improvements

Pavement reconstruction, sanitary sewer, storm sewer and utility relocation

Location: Pine St. from Washington St. to Washington Way (Map 9, Site 5)

Public Works or Improvements:

Streetscape improvements

Location: Cherry St. from Fox River to Adams St. (Map 9, Site 6)

Public Works or Improvements:

Streetscape improvements

Location: Walnut St. from Fox River to Adams St. (Map 9, Site 7)

Public Works or Improvements:

Streetscape improvements

Location: Doty St. from Washington St. to Adams St. (Map 9, Site 8)

Public Works or Improvements:

Utility relocation and streetscape improvements

Location: Stuart St. from Washington St. to Adams St. (Map 9, Site 9)

Public Works or Improvements:

Pavement reconstruction, utility relocation and streetscape improvements

Location: Crooks St. from Fox River to Adams St. (Map 9, Site 10)

Public Works or Improvements:

Pavement reconstruction, sanitary sewer, storm sewer, water facilities, utility relocation and streetscaping improvements

Location: Chicago St. from Washington St. to Adams St. (Map 9, Site 11)

Public Works or Improvements:

Utility relocation and streetscape improvements

Location: End of Crooks St. at Fox River (Map 9, Site 12)

Public Works or Improvements:

Relocation of high power line which spans the Fox River

Location: Throughout the TID

Public Works or Improvements:

Relocation of overhead powerlines to underground as needed

B. Economic Feasibility

Background

Under Wisconsin Tax Increment Law, the property taxes paid each year on the increase in equalized value of the Tax Increment District may be used by the City to pay the costs of redevelopment projects for the District. The increase in value is determined by taking the District's current value and deducting the value in the District that existed when the District was created (base value). All taxes levied upon this incremental (or increased) value by the City, School District, County and Vocational School District are allocated to the City for direct payment of project costs or the payment of debt service on bonds used to finance project costs.

All project expenditures must be made within seven years of the creation of the Tax Increment District, and tax increments may be received until project costs are recovered but for no longer than twenty-three years.

Green Bay Market

The City of Green Bay has many advantages for businesses to expand or relocate to the City. Green Bay is the third largest city in Wisconsin, located 114 miles north of Milwaukee, 204 miles north of Chicago and 280 miles east of Minneapolis/St. Paul.

Green Bay increased its population by 9.7 percent in the last decade. The metropolitan area (Brown County) grew by 11 percent, making its growth the second fastest in Wisconsin.

	<u>1990 Census</u>	<u>WI DOA 1997 EST.</u>
Green Bay population:	96,466	102,179
Metropolitan area population:	194,594	215,692

Green Bay serves as the retail, commercial, educational, and medical center of northeastern Wisconsin and the upper peninsula of Michigan. The City is also the transportation hub of the region, with excellent highway, air, rail and port connections.

The Central Business District is located on the banks of the Fox River and adjoining East River. Downtown Green Bay has not achieved its full potential and has adopted the Downtown Green Bay Design Plan prepared by Gould Evans Goodman Associates, L.C., of Kansas City, to guide future development for downtown Green Bay.

The Downtown Green Bay Design Plan is intended to serve the community as a vision and development framework that can guide action by not only government but, most importantly, by public/private partnerships, private sector corporations and organizations, community action groups, neighborhood groups and individual residents of the City of Green Bay.

Downtown Green Bay has a variety of development sites available for new construction and potential adoptive reuse projects. The City of Green Bay and local non-profit groups, such as On Broadway Inc. and Downtown Green Bay Inc. (DGBI), are working cooperatively to market numerous potential development sites that are publicly and privately owned.

Tax Incremental Finance Districts have been a successful financing tool used by the City of Green Bay in the downtown area. For example, TID No. 1 was created January 1, 1978 and was closed December 31, 1996. An additional \$83 million (private investment) of incremental valuation was generated by the new development, which has added \$32 million of increased tax revenue (over the life of the district).

The development sites listed in the Downtown Green Bay Design Plan and sites marketed by the City of Green Bay, Downtown Green Bay Inc. and On Broadway Inc. will have a better chance of succeeding by establishing a Tax Increment Finance District in the designated TID area. Competition from other area municipalities and townships for economic development projects makes it vital that the City create a Tax Increment District as proposed. The district would allow the City to continue to market affordable sites, develop waterfront properties, and provide the necessary infrastructure to stimulate development projects.

TIF Capacity Analysis

Wisconsin statutes establish a limit on the equalized property value that may be located within Tax Increment Districts (TIF "capacity"). Two methods for determining that limit are defined in the statute. A municipality must meet the requirements of one of the two methods.

The City meets this requirement because the combined equalized value within all TIDs existing in the municipality is less than 7% of the total equalized value of the City. Using this method, the City of Green Bay capacity is as follows:

Tax Incremental Finance Capacity Analysis (January, 1999)

Equalized Value Of City of Green Bay	\$4,178,554,800
TIF Maximum (7% of City Value)	\$ 292,498,836
Total Value within Existing TID 3 & 4	\$ 48,918,800
Present Capacity for Future TIF Districts	\$ 243,580,036

Capacity for creation of new Tax Increment Districts in the City of Green Bay is more than satisfactory to permit creation of the proposed TID 5. The equalized value of property within TID 5 is estimated to be \$44,933,512. Of that amount, \$29,384,400 is included in TID 4. Therefore, since TID 5 overlaps TID 4, that value should not be double counted resulting in increased TID value due to creation of TID 5 of \$15,549,112 which leaves a capacity of \$228,030,924.

Projection of Future Tax Increments

The TID Plan anticipates a number of projects being implemented over the first seven years of the tax incremental financing life (see Table 1). All projects are in conformance with the Downtown Green Bay Design Plan and will contribute to a stabilizing property value within the TID. Those stable values will assure growth of the increments needed to repay debt caused by financing public improvements.

To approximate future tax increments which are expected to be generated through creation of a Tax Increment District, planned private, assessable investment was estimated. This estimate has been separated into two categories. The first is the Primary TID Projects, which includes all planned projects expected to be completed early within the seven-year TID investment timeline. The Secondary TID Projects are those which will be implemented if additional new development takes place and will, therefore, provide TIF revenues capable of supporting additional TIF borrowing. The reason for this is that the probability of the Primary TID Projects being implemented is quite good. Some of the developers have been selected and the projects will be completed as projected. The secondary projects consist of exciting redevelopment opportunities but are more speculative in that no specific developers have been identified. This list is not meant to be exclusive. Should additional development opportunities surface, the City may elect to conduct additional TIF funded activities.

Primary TID Projects Only

The Primary TID Projects for the West Side include construction of a new warehouse and possible office building (Improvement #2), development of two new commercial buildings (Improvements #5 and 8), and redevelopment of three commercial buildings (Improvements #4, 6, & 7). East Side Primary Projects include two mixed-used developments (Improvements #1 and 2). Projected private investment derives an estimated increased equalized value of \$57,450,000. Tax increment expected from development of this project are estimated as follows:

Projected TID Tax Revenues for Primary Projects

Year	TID Increased Value	Tax Increment
1	1,000,000	25,620
2	20,000,000	512,400
3	57,450,000	1,471,869
4	59,173,500	1,516,025
5	60,948,705	1,561,506
6	62,777,166	1,608,351
7	64,660,481	1,656,602
8	66,600,296	1,706,300
9	68,598,304	1,757,489
10	70,656,254	1,810,213
11	72,775,941	1,864,520
12	74,959,219	1,920,455
13	77,207,996	1,978,069
14	79,524,236	2,037,411
15	81,909,963	2,098,533
16	84,367,262	2,161,489
17	86,898,280	2,226,334
18	89,505,228	2,293,124
19	92,190,385	2,361,918
20	94,956,096	2,432,775
21	97,804,779	2,505,758
22	100,738,923	2,580,931
23	103,761,090	2,658,359

(Note: Assumes a 3% annual increase beginning
with year 4)

Appendix "D" provides a complete pro-forma spreadsheet for the TID with the assumption that the Primary TID Projects are the only new development. Using the following assumptions, TIF should support the public expenditures required for this project and result in substantial development within the downtown:

TID Pro-Forma Assumptions:

1. Tax receipts are expected to increase at a conservative 3% per year.
2. New development will add \$57,450,000 of equalized value within the first three years, which creates the tax increment for the project.
3. Interest income on saving balance is projected at 5% annually.
4. Bond interest rate is estimated at 8.0% for all bond issues.
5. Tax increment assumes a \$25.62 per \$1,000 assessed value.

As shown in Appendix "D", the proposed Primary TID Projects will be successfully financed by TIF.

Secondary TID Projects

To assure TID project tax increments are adequate to support public costs for the proposed Secondary TID Project activities, public projects will be implemented (and related costs incurred) once it is determined that private taxable investment is sufficient to generate tax increment capable of repaying debt for the public projects.

Public/private partnerships are expected to be created to fulfill the development activities projected within the TID 5 Plan. As those partnerships form, public borrowing will take place and projects implemented. Therefore, tax increments will be sufficient to assure successful TID 5 Plan project improvements.

TABLE 1
TID 5 Public Investment Summary
October, 1999

EAST SIDE

Project/Activities	Location	Estimated TIF Cost	Projected Date
Mixed-Use Residential, Office & Retail Development	Map 7, Site 1	7,700,000	2000
Mixed-Use Hotel, Residential Parking Ramp	Map 7, Site 2	7,150,000	2001
Mixed-Use Development	Map 7, Site 3	900,000	2001
Fox River Parkway Construction - Lighting, Landscaping, Benches, etc.	Map 7, Site 4	194,000	2002
Mixed-Use Development	Map 7, Site 5	900,000	2003
Commercial Redevelopment	Map 7, Site 6	100,000	2004
Fox Theatre Renovation	Map 7, Site 7	0	2001
Infrastructure Improvements:			
Washington St. from Pine to Adams Streets	Map 9, Site 1		2002 - 2003
Pavement Reconstruction		615,000	
Sanitary Sewer		185,000	
Storm Sewer		373,000	
Water		347,000	
Utility Relocation		4,000	
Streetscape		782,000	
	PROJECT TOTAL:	2,306,000	
Adams St. from Pine to Mason Streets	Map 9, Site 2		2003
Pavement Reconstruction		560,000	
Sanitary Sewer		113,000	
Storm Sewer		353,000	
Water		315,000	
Utility Relocation		3,000	
Streetscape		749,000	
	PROJECT TOTAL:	2,093,000	
Alley Between Fox River & Washington St.- Pine St. to Cherry St.	Map 9, Site 3		2003
Pavement Reconstruction		20,000	
Utility Relocation		17,000	
	PROJECT TOTAL:	37,000	
Alley Between Washington St. & Adams St.- Cherry St. to Doty St.	Map 9, Site 4		2002 - 2003
Pavement Reconstruction		46,000	
Sanitary Sewer		5,000	
Storm Sewer		60,000	
Utility Relocation		15,000	
	PROJECT TOTAL:	126,000	
Pine St. from Washington Way to Washington St.	Map 9, Site 5		2000 - 2001
Streetscape		26,000	
	PROJECT TOTAL:	26,000	
Cherry St. from Fox River to Adams St.	Map 9, Site 6		2000 - 2001
Streetscape		92,000	
	PROJECT TOTAL:	92,000	
Walnut St. from Fox River to Adams St.	Map 9, Site 7		2000 - 2001
Streetscape		72,000	
	PROJECT TOTAL:	72,000	

Doty St. from Washington St. to Adams St. Utility Relocation Streetscape	Map 9, Site 8	8,000	2002 - 2003
		39,000	
	PROJECT TOTAL:	47,000	
Stuart St. from Washington St. to Adams St. Pavement Reconstruction Utility Relocation Streetscape	Map 9, Site 9	6,000	2002 - 2003
		35,000	
		49,000	
	PROJECT TOTAL:	90,000	
Crooks St. from Fox River to Adams St. Pavement Reconstruction Sanitary Sewer Storm Sewer Water Utility Relocation Streetscape	Map 9, Site 10	70,000	2002 - 2003
		79,000	
		121,000	
		48,000	
		1,000	
		47,000	
	PROJECT TOTAL:	366,000	
Chicago St. from Washington St. to Adams St. Utility Relocation Streetscape	Map 9, Site 11	2,000	2002 - 2003
		57,000	
	PROJECT TOTAL:	59,000	
Relocation of Overhead Powerlines Utility Relocation Across Fox River Other Utilities Underground	Map 9, Site 12	1,853,000	2000 - 2003
		2,870,000	
	PROJECT TOTAL:	4,723,000	

WEST SIDE

Project/Activities	Location	Estimated TIF Cost	Projected Date
Grocery Store Development	Map 6, Site 1	200,000	2001
Leicht Docks Warehouse Construction and Related Development	Map 6, Site 2	0	2000
Gallagher's Retail Development Project	Map 6, Site 3	80,000	2001
Boyer Commercial Redevelopment Project	Map 6, Site 4	50,000	2000
Commercial Development	Map 6, Site 5	0	2000
Commercial Redevelopment	Map 6, Site 6	50,000	2001
Commercial Redevelopment	Map 6, Site 7	0	2000
Encompass Child Care Development	Map 6, Site 8	0	2000
Waterfront Brownfield Development	Map 6, Site 9	10,000,000	2003
Commercial Development	Map 6, Site 10	700,000	2006
Commercial Development	Map 6, Site 11	350,000	2002
Infrastructure Improvements:			
Bond St. east to Fox River Storm Sewer Improvements	Map 8, Site 1	850,000	2000
Broadway from Walnut St. to Mason St. Street Reconstruction Streetscape Improvements	Map 8, Site 2 & 3	1,390,000 560,000	2000
	PROJECT TOTAL:	1,950,000	
Broadway from Dousman St. to Mather St. Streetscape Improvements	Map 8, Site 4	350,000	2002
North of Mason St. Bridge at west shore of Fox River Overhead Powerline Relocation	Map 8, Site 5	See above	2000
Along Fox River from north of Nitschke Bridge to Mason Bridge Riverfront Walkway Construction	Map 8, Site 6	1,500,000	2001
500 Block of S. Broadway Entry-way to Waterfront Development Site	Map 8, Site 7	120,000	2003
Mason Street Bridge Pedestrian ramp to Mason St. Bridge	Map 8, Site 8	750,000	2006
Intersection of Hubbard St. and Pearl St. to Museum Way Improve pedestrian crossing over railroad tracks	Map 8, Site 9	10,000	2001
Other Public Improvements:			
Throughout TID as needed Property Acquisition, occupant relocation and building demolition Create/administer an economic development revolving loan fund Removal of billboards	N/A	3,000,000 500,000 750,000	2000 - 2005
	PROJECT TOTAL:	4,250,000	
Leicht Park Park Improvements	Map 8, Site 10	200,000	2000
East Side of the 200 Block of North Broadway Parking Ramp Construction	Map 8, Site 11	4,000,000	2006
SE Corner of S. Broadway and Arndt St. Parkway Development	Map 8, Site 12	50,000	2004
West Shore of Fox River Between Leicht Park and Mason Bridge Construction of boat dock facilities as needed	Map 8, Site 13	1,300,000	2001 - 2006

C. Description of the Methods of Financing All Estimated Project Costs and Time When the Costs or Monetary Obligations are to be Incurred

The City may use a variety of financing methods to implement TID 5 activities, including but not limited to, redevelopment bonds, lease-revenue bonds, and general obligation bonds. Additionally, should grant opportunities be available, the City may apply for such assistance to reduce public borrowing and allow for more rapid close-out of TID 5.

The amounts and time frames for borrowing could vary; however, projections for the Primary TID Projects are outlined in Appendix "D". As stated above, the City will not proceed with Secondary TID Projects until TIF increment is adequate to support debt service for public project costs. Interest costs of the borrowings can vary over time. The interest rates used in the Financing Pro-Forma in Appendix "D" are the best current estimates available. The total interest is based on the district life with repayment scheduled to end 23 years after inception of the district. Total interest costs are projections only. Should conditions warrant during the life of TID 5, the City may elect to refinance the outstanding debt issued in order to take advantage of lower interest rates.

The spreadsheet found in Appendix "D" assumes all public project costs being financed through bonds and projected parking revenues. Not included within the spreadsheet is income which may be generated by various projects which could include lease payments, land sale revenues, etc. Should these income revenues be received, they will be used to fund other TID identified projects, reduce borrowing or pay tax increment finance related debt to the City.

Interest earnings from available cash balances will be credited to the district each year based on the City's existing method of interest allocation.

Financial audits will be done in accordance with Wisconsin State Statutes, Section 66.46, and other sections as may be appropriate.

As can be reasonably determined from data contained in Appendix "D", the district may be sufficiently funded to pay off debt balances before the required legal termination of the district. If this should occur, distribution of surplus funds will be made in accordance with State Statutes.

D. Detailed List of Project Costs

Table 1 provides a detailed listing of estimated public improvement costs. Project locations may be found on Maps 6, 7, 8 and 9. In addition, it is anticipated that the City may elect to expend funds each year for the first seven years on project administration which may include salaries and fringe benefits, management and marketing of the TID, as well as bond issuance related expenses.

E. Promotion of Orderly Growth

This Tax Increment District 5 Plan has been developed in compliance with a number of planning documents which have been prepared to guide orderly development within the City of Green Bay and surrounding Brown County. The "Green Bay Wisconsin Comprehensive Plan" discusses the importance of downtown stability in relation to future growth of the City. Similarly, the recently completed "Comprehensive Land Use/Transportation Plan: 2020" for Brown County identifies the importance of a healthy downtown Green Bay for the orderly growth of Brown County. Finally, the "Downtown Green Bay Design Plan", completed in 1997, addresses the conditions and potentials for redevelopment of Green Bay's City Center. Each of these documents were reviewed during preparation of this TID 5 Plan with the "Downtown Green Bay Design Plan" defining the proposed projects that have been included. Orderly growth is promoted by the TID 5 Plan.

F. Proposed Changes of Zoning Ordinances, Master Plans, Official Map, Building Codes and City Ordinances

A number of City of Green Bay regulatory documents were reviewed with respect to the projects proposed within this TID 5 Plan including:

- 1-Master Plan
- 2-Official Map
- 3-Zoning Codes
- 4-Building Codes

Summarized below is a discussion of findings.

MASTER PLAN

The City Plan Commission and Common Council have adopted the "Downtown Green Bay Design Plan" with the "Green Bay Wisconsin Comprehensive Plan", per 62.23 (3) Wis Statutes in 1997.

The "Downtown Green Bay Design Plan" is supportive of and complimentary to the previously-adopted plans listed below. Where the recommendations in the downtown plan may be in conflict with previously-adopted plans, the "Downtown Green Bay Design Plan" shall take precedence. Interpretations of intended use(s), if necessary, shall be done by the Plan Commission.

- a. 1979 Green Bay Wisconsin Comprehensive Plan, as amended
- b. 1993 Broadway Plan
- c. 1995 Green Bay Comprehensive Waterfront Plan
- d. 1996 Brown County Land Use and Transportation Plan

OFFICIAL MAP

All streets within the TID 5 Plan area are included on the Official Map for the City of Green Bay as adopted subdivisions. No changes are expected. However, if redevelopment projects warrant a change, the City will take the required procedural actions to review such amendments.

ZONING

The "Downtown Green Bay Design Plan" recommends that non-residential land uses within redevelopment areas be designated as a Planned Commercial Development (PCD overlay) District. This district will cover both the east and west sides of the City's downtown, encompassing the area bounded by the East River, Mather Street, Mason Street, Ashland Avenue, and Webster Avenue. The PCD overlay district may include the following:

- a. This PCD is to be used to identify non-residential uses only.
- b. Future non-residential development and redevelopment uses shall be governed by PCD Districts to be established on a project-by-project basis.
- c. Non-residential development, not specifically identified in the Downtown Plan, may be approved pursuant to existing zoning regulations, after review by the Planning Director.
- d. Residential development will be regulated by existing zoning regulations for those uses.
- e. Lot area, density, setback, parking and similar requirements shall be regulated pursuant to existing zoning regulations unless specifically addressed within a project plan as part of a PCD.
- f. A 50' wide special waterfront setback, which has been adopted Citywide per 13.177, may be altered if so approved as part of a PCD.

BUILDING CODES

Building codes for the City of Green Bay will not be changed to accommodate TID 5 activities.

G. Estimated Non-Project Costs

There are no non-project costs associated with the proposed TID projects.

H. Proposed Method for Relocation of Any Persons to Be Displaced

Displacement pursuant to Wisconsin Statute occurs when municipal funds cause the relocation of occupants of property. Displacement may occur when property is purchased to prepare underdeveloped and/or deteriorated sites for new development. Should such actions be necessary, the occupants of these properties will be provided relocation assistance pursuant to State Statutes. Relocation services will be provided by the City of Green Bay's acquisition/relocation specialists with funds provided through TIF or by the City of Green Bay.

APPENDIX "A"

TID 5 - Legal Description

APPENDIX "B"

Parcel Assessed Values

APPENDIX "C"

Downtown Blighting Conditions

TID 5 Blighted Property Description

PARCEL ID	DESCRIPTION
12-107	off street parking, under utilized
12-108	off street parking, under utilized
12-109	off street parking, under utilized
12-110	off street parking, under utilized
12-111	off street parking, under utilized
12-112	off street parking, under utilized
12-114	out of character, under developed
12-115	façade out of character
12-116	better sign, clean flags, ground floor façade repair/rehab
12-117	damaged tiles
12-119	vacant upstairs, vacant upstairs
12-121	major facelift, better use
12-122	vacant upstairs
12-130	parking, under utilized retail space, Sheriff Dept., beat up façade
12-14-A	obsolete use, parking ramp on river
12-14-B	warehouse on river, out of character use
12-16	under developed
12-17	under developed
12-18	vacant
12-185	off street parking, under utilized, landscaping needed
12-186	architecture out of character, unsightly wires
12-187	architecture out of character, unsightly wires
12-188	off street parking, under utilized
12-189	off street parking, under utilized
12-19	improve setback
12-190	partial vacancy, lacks ground floor retail
12-192	inappropriate lighting, façade repair, better use on ground floor
12-20	major façade work at top, under utilized second story
12-21	façade out of character, brick restoration, under utilized second story
12-22	window rehab, paint
12-23	new façade, out of character
12-24	off street parking, under utilized
12-25	off street parking, under utilized
12-26	off street parking, under utilized
12-27	off street parking, under utilized
12-28	off street parking, under utilized
12-29	off street parking, under utilized
12-29	off street parking, under utilized
12-30	off street parking, under utilized
12-31	off street parking, under utilized
12-32	off street parking, under utilized
12-33	off street parking, under utilized
12-34	off street parking, under utilized
12-36	off street parking, under utilized
12-37	off street parking, under utilized
12-38-1	south and west side façade out of character, north/east side façade
12-44	facelift/repairs, cracked awnings, inappropriate lighting
12-46	broken windows, façade repair, better signage
12-47	some restoration work, ground level façade, better signage
12-48	outdoor eating rehab/redesign
12-48-1	rehab signage and façade rehab
12-49	outdoor eating rehab/redesign
12-50	off street parking, under utilized
12-55	off street parking, under utilized
12-57	off street parking, under utilized
12-63	off street parking, under utilized

12-64	off street parking, under utilized
12-68	off street parking, under utilized
12-71	parking, under utilized
13-1	different parking, lack of landscaping
13-11	vacant, stained brick, exposed garbage, old tires, wires and cables
13-15	vacant and architecture out of character
13-16	dumpsters visible
13-17	dumpsters visible
13-18	dumpsters visible
13-183	under utilized/developed, setback inconsistent
13-2	off street parking, under utilization, redevelop
13-20	out of character, faded awning, no sidewalk grass
13-21	off street parking, under utilization
13-22	off street parking, under utilization
13-23	off street parking, under utilization
13-24	façade needs facelift
13-28-A	wall of cement, weeds
13-43	more landscaping at south end, hvac visible
13-49	totally paved, hvac/heat units visible
13-50	under utilized
13-51	under utilized
13-53	under utilized
13-54	under utilized
13-55	under utilized
13-6	transit center, redevelop, better utilize
13-6	transit center, redevelop, better utilize
13-8	transit center, redevelop, better utilize
13-9	overhead power lines and structures over river
13-9-1	transit center, redevelop, better utilize
15-20	no architectural character, lacks landscaping
15-23	vacant, damaged awning and sign post, gravel lot, environment clean-up
2-107	under utilized
2-109	under utilized
2-70	facade rehab and under utilized
2-71	under utilized
2-72	facade rehab, under utilized
2-74	facade rehab, under utilized
2-75	facade rehab, under utilized
2-76	under utilized
2-77	under utilized
2-78	vacant
2-78	vacant
2-86	under utilized
2-87	vacant
2-87-1	under utilized
2-93	paint and siding
2-93-A	paint and siding
2-94	under utilized
2-945	vacant
2-945	vacant
2-946	vacant
2-947	gravel lot, needs landscaping, under utilized
2-947-1	vacant, pavement needed, landscaping
2-948	vacant rail
2-949	vacant rail
2-949-A	under utilized
2-94-A	under utilized
2-95	under utilized
2-96	vacant

3-102	vacant, façade rehab
3-104	vacant, façade rehab
3-104-A	vacant, façade rehab
3-105	signage and façade rehab
3-106	façade rehab, windows, signage
3-107	signage, façade rehab
3-111	parking
3-113	under utilized
3-116	landscaping, parking
3-306	under utilized
3-310	parking, landscaping, under utilized
3-313	facade rehab
3-314	under utilized
3-315	parking/landscaping
3-316	under utilized
3-318	façade rehab, windows, landscaping
3-319	façade rehab, windows, landscaping
3-320	facade rehab
3-321	facade rehab, windows
3-322	signage and awning
3-362	parking, under utilized
3-363	façade rehab, signage, under utilized
3-364	façade rehab, signage, under utilized
3-365	parking landscaping
3-369	facade rehab
3-369-A	facade rehab
3-370	signage
3-551	vacant
3-552	under utilized
3-554-A	utility, under utilized
3-555	vacant
3-556	vacant
3-557	under utilized
3-558	under utilized
3-559	under utilized
3-562	facade rehab
3-563	facade rehab
3-568	vacant
3-569	facade rehab, under utilized
3-572-A	under utilized
3-573	under utilized
3-588	paint, signage, siding
3-590	vacant
3-642	signage
3-643	signage
3-644	landscaping
3-645	painting and siding
3-897	vacant
3-94	landscaping
3-95	facade rehab
3-96	pavement and landscaping
3-98	facade rehab
3-99	pavement and landscaping
4-100	vacant
4-156	facade rehab
4-159	pavement and landscaping
4-160	parking
4-161	parking
4-201	facade rehab

4-202	façade rehab
4-203	facade rehab
4-208	facade rehab
4-209	facade rehab
4-210	signage
4-216	pavement and landscaping
4-220	pavement and landscaping
4-221	facade rehab and landscaping
4-254	facade rehab
4-255	parking, landscaping
4-57	parking
4-58	parking
4-59	parking, pavement and landscaping
4-59-B	under utilized
4-61	vacant
4-67	facade rehab
4-68	trim needs painting
4-72	parking
4-74	fencing, signage, landscaping
4-75	facade rehab
4-76	facade rehab
4-77	parking
4-78	parking
4-80	parking
4-81	parking
4-82	parking
4-83	parking
4-86	vacant
4-87	vacant
4-88	vacant
4-89	vacant
4-90	vacant
4-91	vacant
4-91-A	vacant
5-1525	under utilized
5-1525-1	under utilized
5-586	vacant and facade rehab
5-587	vacant and facade rehab
5-588	facade rehab
5-589	broken stone, gravel parking lot, lacks landscaping
5-590	facade rehab
5-593	signage and vacant
5-594	signage and vacant
5-595	facade rehab
5-598	facade rehab
5-599	facade rehab
5-600	parking lot and pavement
5-601	facade rehab
5-602	facade rehab
5-874	vacant and facade rehab
5-875	parking
5-876	facade rehab
5-877	facade rehab
5-878	parking, landscaping, under utilized
5-879	gravel parking lot
5-880	vacant
5-881	vacant
5-883	parking lot
5-890	facade rehab

5-891	façade rehab
5-892	siding and under utilized
5-893	vacant and facade rehab
5-897	signage and landscaping
5-902	facade rehab
5-908	façade rehab
5-910	painting
5-911	painting
5-912	painting and siding
5-913	verify
5-916	painting
5-923	painting
5-924	painting
5-925	siding
5-927	vacant
5-928	vacant
5-930	vacant
5-931	vacant
5-932	vacant
5-933	vacant
5-934	vacant
5-935	vacant
5-936	vacant
5-936-1	vacant
2-102	
2-101	
2-100	
2-99	
2-98	
2-97	
2-217	
2-216	
2-215	
2-214	
2-213	
2-212	
2-211	
2-210	
2-209	
2-208	
2-188	
2-187-A	
2-186	
2-185	
2-184	
2-174	
2-172	

APPENDIX "D"

Projected TID Tax Revenues for Primary Projects

Projected TID Tax Revenues for Primary Projects

Year	TID Value	Tax Increment	Anticipated Bond Amount	Est. Bond Payment	Capitalized Interest	Other Revenues	Balance
1		25,620					
	1,000,000		22,000,000	2,094,720	6,150,000		4,080,900
2		512,400	-	2,094,720		237,735	2,453,580
	20,000,000						
3			-				
	57,450,000	1,471,869		2,094,720		247,244	1,241,183
4			-				937,526
	59,173,500	1,516,025		2,094,720		257,134	
5			-				673,127
	60,948,705	1,561,506		2,094,720		267,420	
6			-				451,685
	62,777,166	1,608,351		2,094,720		278,116	
7			-				277,141
	64,660,481	1,656,602		2,094,720		289,241	
8			-				153,691
	66,600,296	1,706,300		2,094,720		300,811	
9			-				85,798
	68,598,304	1,757,489		2,094,720		312,843	
10			-				78,213
	70,656,254	1,810,213		2,094,720		325,357	
11			-				135,988
	72,775,941	1,864,520		2,094,720		338,371	
12			-				264,493
	74,959,219	1,920,455		2,094,720		351,906	
13			-				469,435
	77,207,996	1,978,069		2,094,720		365,982	
14			-				756,877
	79,524,236	2,037,411		2,094,720		380,621	
15			-				
	81,909,963	2,098,533		2,094,720		395,846	1,133,258
16			-				
	84,367,262	2,161,489		2,094,720		411,680	1,605,414
17			-				
	86,898,280	2,226,334		2,094,720		428,147	2,180,601
18			-				
	89,505,228	2,293,124		2,094,720		445,273	2,866,518
19			-				
	92,190,385	2,361,918		2,094,720		463,084	3,671,332
20			-				
	94,956,096	2,432,775		2,094,720		481,607	4,603,704
21			-				
	97,804,779	2,505,758		2,094,720		500,872	5,672,816
22			-				
	100,738,923	2,580,931		2,094,720		520,907	6,888,402
23			-				
	103,761,090	2,658,359		2,094,720		541,743	8,260,776

(Note: Assumes a 3% annual value increase beginning with year 4 and 5% interest earned on annual balance)

APPENDIX “E”

Projected Redevelopment Values

TIF 5 Projected Redevelopment Values

	10/7/99			
West Side				
Improvement Number	Project	Est. Assessed Value	Est. Public Cost	Projected Completion Date
1	Grocery Store Development	1,000,000	200,000	2001
2(P)	Leicht Docks Warehouse Construction	6,000,000	-	2000
3	Gallagher's Retail Development Project	350,000	80,000	2001
4(P)	Boyer Commercial Redevelopment Project	350,000	50,000	2000
5(P)	Commercial Developments	600,000	-	2000
6(P)	Commercial Redevelopment (Jorgenson Building)	100,000	-	2000
7(P)	Commercial Redevelopment (Chamber)	400,000	50,000	2000
8(P)	Encompass Child Care Development	-	-	2000
9	Waterfront Brownfield Development	50,000,000	10,000,000	2003
10	Commercial Development (Badger Sheet Metal)	3,000,000	700,000	2006
11	Commercial Development (Ultra Plating)	(see 9 above)	350,000	2003
	TOTAL:	61,800,000	11,430,000	
East Side				
Improvement Number	Project	Est. Assessed Value	Est. Public Cost	Projected Completion Date
1(P)	Mixed-Use Residential, Office & Retail	25,000,000	7,700,000	2001
2(P)	Mixed-use Hotel, Residential Parking Ramp	15,000,000	7,200,000	2001
3	Mixed-use Development (Transit Facility)	5,000,000	900,000	2001
4	Fox River Parkway Project	-	-	2000 - 2002
5	Mixed-use Development (Fox Ramp)	5,000,000	900,000	2003
6	Commercial Redevelopment (Bay Towel)	500,000	100,000	2004
7	Fox Theatre	-	-	2001
	TOTAL:	50,500,000	16,800,000	
	(P = Primary TID Project)			



TITLETOWN USA

Law Department

Timothy J. Kelley
City Attorney

December 15, 1999

Mayor and Common Council
of the City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

Ladies and Gentlemen:

RE: CERTIFICATION OF PROJECT PLAN FOR TAX INCREMENTAL DISTRICT NO.
5, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

This opinion relates to the compliance of the proposed project plan for Tax Increment District No. 5, City of Green Bay, Brown County, Wisconsin (hereinafter "District") with the requirements of Sec. 66.46(4), Wis. Stats.

The Common Council of the City of Green Bay has designated the Redevelopment Authority, as agent of the City of Green Bay, to perform all acts, except the development of the master plan, which are otherwise performed by the Plan Commission under Sec. 66.46, Wis. Stats.

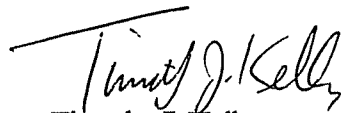
The Redevelopment Authority has drafted a project plan for the District. Pursuant to statutory requirements, a public hearing was held before the Redevelopment Authority at which interested parties were afforded a reasonable opportunity to express their views on the project plan [Sec. 66.46(4)(e), Wis. Stats.]. This hearing was held on November 9, 1999. Resolutions adopting the project plan and creating the District will be considered by the Common Council on December 21, 1999. Therefore, at least 30 days have passed after the public hearing and before action by the Common Council as required by statute. [*Id.*]

I have examined the project plan and find that it is complete and complies with the requirements of Sec. 66.46(4)(f), Wis. Stats., and in particular, it contains the following:

1. A statement listing the kind, number, and location of all proposed public works or improvements within the District and those located outside of the District to the extent provided in §66.46(2)(f)1.k., Wis. Stats.

2. An economic feasibility study.
3. A detailed list of estimated project costs.
4. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred.
5. A map showing existing uses and conditions of real property within the District.
6. A map showing proposed improvements and uses in the District.
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes, and City ordinances, if any.
8. A list of estimated non-project costs.
9. A statement relating to the proposed method for the relocation of any persons to be displaced.
10. A statement indicating how creation of the District promotes the orderly development of the City.

Very truly yours,


Timothy J. Kelley
City Attorney

TJK:bc

**RESOLUTION CREATING TAX
INCREMENTAL DISTRICT NO. 5**

Green Bay, Wisconsin
December 21, 1999

WHEREAS, the Wisconsin Legislature has found that the existing system of allocating aggregate property tax revenues among tax levying municipalities has resulted in significant inequities and disincentives; and

WHEREAS, the cost of public works and improvements within the City has been borne entirely by the City, while expansion of tax base, which is stimulated directly or indirectly by such improvements, has benefit not only for the City but also for all other municipalities which share such tax base; and

WHEREAS, such situation is inequitable; and moreover, when the cost to the City of a public improvement project exceeds the future benefit to the City resulting therefrom, the City may decide not to undertake such project; and which situation has resulted in the postponement or cancellation of socially desirable projects; and

WHEREAS, such situations, as above described, do exist in this City and can be corrected by the implementation of Sec. 66.46, Wis. Stats., by creation of a Tax Incremental District; and

WHEREAS, the Common Council of the City of Green Bay has designated the Redevelopment Authority, as agent of the City of Green Bay, to perform all acts, except the development of the master plan, which are otherwise performed by the Plan Commission under Sec. 66.46, Wis. Stats.; and

WHEREAS, the Redevelopment Authority prepared a notice of public hearing describing the boundaries of the area to be included in the proposed Tax Incremental District; a copy of which notice was mailed to all owners of property determined to be contributing to the district's blighted condition; and

WHEREAS, prior to publication of such notice, a copy thereof was mailed by first class mail to the chief executive officer of all governmental entities having power to levy taxes on property located within the proposed District, the School Board, and Technical College; and

WHEREAS, a Class 2 notice indicating the date and location of the public hearing was published in the official newspaper; and

WHEREAS, a public hearing was conducted by the Redevelopment Authority wherein all interested parties were afforded an opportunity to express their views on the proposed District creation and boundaries; and

RESOLUTION CREATING TAX
INCREMENTAL DISTRICT NO. 5
Page 2

WHEREAS, the Redevelopment Authority thereafter made designation of the proposed boundaries of such Tax Incremental District and submitted the same to the Common Council with recommendation for the creation thereof as proposed; and

WHEREAS, it has been determined that all parcels in the Tax Incremental District are contiguous and whole units of property as assessed for general property tax purposes; and

WHEREAS, a Joint Review Board has been convened pursuant to Sec. 66.46(4m), Wis. Stats., for the purpose therein required.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES HEREBY RESOLVE AS FOLLOWS:

1. There is hereby created Tax Incremental District No. 5 of the City of Green Bay (hereinafter "District"), which is to have the boundaries as legally described on Exhibit I, which is attached hereto.

2. The date of creation of said District is January 1, 2000.

3. The following specific findings are hereby made:

a. Not less than 50%, by area, of the real property within the District meets at least one of the following criteria:

i. is a "blighted area";

ii. is in need of "rehabilitation or conservation work" within the meaning of Sec. 66.435(3), Wis. Stats.; or

iii. is suitable for "industrial sites" within the meaning of Sec. 66.52, Wis. Stats., and has been zoned for industrial use.

b. Improvement of such area is likely to enhance significantly the value of substantially all of the real property in said District.

c. The project costs relate directly to eliminating blight, directly serve to rehabilitate or conserve the area, or directly serve to promote industrial development, consistent with the purpose for which the Tax Incremental District is created.

RESOLUTION CREATING TAX
INCREMENTAL DISTRICT NO. 5
Page 3

d. The equalized value of taxable property of the District, plus all existing districts within the City, does not exceed 7% of the total equalized value of taxable property within the City.

Adopted _____

Approved _____

Mayor

Clerk

TJK:bc

Attachment

Revised 11/24/99
LEGAL DESCRIPTION TID #5
(East and West Downtown)

EXHIBIT I

That part of Block 1; Lots 1 through 5 Block 2; Lots 1 through 5, Block 3; Lots 1 through 10, Block 4; Lots 1 through 4 Block 5; Lots 1 through 6, Block 6; Lots 1 through 6, Block 7; Amdt's First Addition:

Also that part of Lots 7 through 16, Block 7; Lots 1 through 8, Block 12; Lots 1 through 4, Block 13; Lots 1 through 4, Block 14; Amdt's Second Addition:

Also that part of Lots 1 through 4, Lots 8 through 10, Lots 12 through 30, and Lots 33 and 34; Callaghan's Addition:

Also that part of Lot 4 through 9, Block B; Lots 10 through 15, Block C; Lots 16 through 18 Block D; Lots B, C, D, E and F; Desnoyer's Addition:

Also that part of Lots 1 through 10; Lots 23 through 32; Lots 40 through 42; Lots 49 through 80; Lots 88 through 97; Lots 104 through 113; Dousman's Addition:

Also that part of Lots 1 through 43; Lots 47 through 52; Elmore's Addition:

Also that part of Lots 25 through 46; Lots 93 and 94; Lots 98 and 99; Lots 101 through 124; Original Survey of Fort Howard:

Also that part of Block 1, Niels Hansen Addition;

Also that part of Lots 1 through 9, J.L. Jorgensens Addition Subdivision of Lot 1, M. Sellers Water Lots:

Also that part of Lots 1 through 36, Christian Schwarz Addition:

Also that part of Lots 4 through 8, Block A; Lots 1 through 10; Block 1; M. Sellers Addition:

Also that part of Lots 3 through 9, M. Sellers Water Lots;

Also that part of Lots 1 through 12, Block B; Lots 81 through 84, Block H; Lots 107 through 112, Block I; Lots 126 through 136, Block L, Tanks First Addition;

Also that part of Lots 1 through 6, Block 1, Tanks Third Addition;

Also that part of Private Claims 1 and 2; the Unsurveyed part of Private Claim 2; West side of the Fox River;

Also that part of the Vacant Strip;

Also that part of the Certified Survey Map recorded in Volume 6 Page 519 being part of Lots 44 and 45 Elmore's Addition;

Also that part of the Certified Survey Map recorded in Volume 8 Page 281 being part of Lots 100 through 102, Original Survey of Fort Howard:

Also that part of the Certified Survey Map recorded in Volume 8 Page 265 being part of Lots 4 through 10, 23 through 30, 38 through 40 of Dousman's Addition:

Also that part of the Certified Survey Map recorded in Volume 10 Page 251 being part of Lots 3 through 10 and the lands between Lots 2 and 3 Dousman's Addition and part of the Certified Survey Map recorded in Volume 8 Page 265:

Also that part of the Certified Survey Map recorded in Volume 16 Page 311 being part of vacated Lots 1,2,3,4,5,6,7,8 and A, Original Survey of Fort Howard: vacated Lots 1,2,3 and the 3-foot strip lying south of and adjacent to Lot 1, all in Block A, Desnoyers Addition; vacated Lots 1,2 and lands lying between Lots 2 and 3, Dousman's Addition; part of Private Claim No. 1, West Side of Fox River:

Also that part of the Certified Survey Map recorded in Volume 26 Page 53 being part of Lots 27 through 30, Lots 35 through 38, Dousman's Addition:

Also that part of the Certified Survey Map recorded in Volume 27 Page 247 being part of Private Claim 2 West Side of the Fox River and Lots 1 through 4, M. Seller's Addition:

Also that part of the Certified survey Map recorded in Volume 29 Page 85 being part of the Fort Howard Military Reserve and being part of Lot 9, Dousman and Elmore's Water Lots.

Also that part of the Certified Survey Map recorded in Volume 34 Page 255 being part of Lots 125 through 130 original Plat of Fort Howard and being all of Lots 5, 6 and 7 Callaghan's Addition to Fort Howard.

That part of Lots 1 and 2, of the Certified Survey Map recorded in Volume 15 page 407 Brown County Records being part of Private Claim 2, East Side of the Fox River (also known as vacated Lots 21 and 22, Plat of Navarino):

Also that part of Lots 6 through 20, and that part of Lots 23 through 32, and that part of Lots 45 through 57, Plat of Navarino, which includes all of Bellin Building Condominium which is part of said Lots 16 and 17 Plat of Navarino:

Also that part of Lots 1 through 3 Block 1, that part of Lots 1 through 6 Block 2, that part of Lots 1 through 8 Block 3, that part of Lots 1 through 8 Block 4, that part of Lots 1 through 6 Block 5, that part of Lots 1 through 16 Block 8, that part of Lots 1 through 16 Block 9, that part of Lots 1 through 12 Block 10, that part of Lots 1 through 6 Block 11, that part of Lots 1 through 5, and that part of Lots 11 through 16 Block 16, Plat of Astor; also a triangular shaped parcel in Plat of Astor bounded on the north by Chicago Street on the east by Adams Street and on the west by Washington Street; Lots 1, 2 and Outlot 1 of the Certified Survey Map recorded in Volume 21 page 123 being part of said Lots 1 through 6 Block 2 Plat of Astor; Lots 1 and 2 of the Certified Survey Map recorded in Volume 29 page 206 being part of said Lots 1 through 8 Block 4 and Lots 1 through 6 Block 5 and vacated Chicago Street, Plat of Astor; Lots 1 and 2 of the Certified Survey Map recorded in Volume 22 page 10 being part of said Lots 1 through 5 and Lots 11 through 16 Block 16 Plat of Astor:

Also that part of any dedicated or vacated street or alley right-of-way adjacent to the lands described above located in said Plats and Private Claims:

All located in the City of Green Bay, Brown County Wisconsin more particularly described as follows:

Beginning at the intersection of the northerly right-of-way line of Clinton Street and the easterly right-of-way line of Maple Avenue (also known as the southwest corner of Lot 1, Block 1, Tanks Third Addition); thence northerly along said easterly right-of-way line of Maple Street to the northeast corner of the second tract of land described in Volume 696 Page 257 Brown County Records; thence easterly along the north line of said second tract and the easterly extension thereof to the centerline of Chestnut Street extended southerly; thence northerly along said centerline of Chestnut Street and the extension thereof to the centerline of Howard Street; thence westerly along said centerline of Howard Street to the intersection with the southerly extension of the centerline of the alley between Lot 33 and Lot 36, Callaghan's Addition; thence northerly along said centerline of the alley and the extension thereof to the intersection with the easterly extension of the south line of Lot 94, original survey of Fort Howard; thence westerly along said south line and its extension thereof to the centerline of Maple Street; thence northerly along said centerline of Maple Street to the intersection with the westerly extension of the north line of Lot 46, original survey of Fort Howard; thence easterly along said north line of Lot 46 and its extension thereof to the centerline of the alley between Lot 46 and Lot 39, original survey of Fort Howard; thence northerly along the centerline of said alley to the intersection with the north line of Hubbard Street said point of intersection being on the easterly extension of the south line of Lot 106 Dousman's Addition; thence westerly along the south line of Lots 106, 105 and 104 and the extension thereof to the center line of Maple Avenue; thence northerly along said centerline of Maple Avenue to the centerline of Dousman

Street; thence easterly along said centerline of Dousman Street to the centerline of Chestnut Avenue; thence northerly along said centerline of Chestnut Street to the centerline of Mather Street; thence easterly along said centerline of Mather Street to the centerline of Broadway; thence southerly along said centerline of Broadway to the centerline of Dousman Street; thence easterly along said centerline of Dousman Street to the intersection with the southerly extension of the west line of Lot 1 of the Certified Survey Map recorded in Volume 29 Page 85 Brown County Records; thence northerly along said west line of Lot 1 last said Certified Survey Map and its extension thereof to the northwest corner of last said Lot 1; thence easterly along the north line of Lot 1 and Outlot 1 of said Certified Survey Map to the northeast corner of last said Outlot 1; thence southerly along the combined pierhead and bulkhead line of the Fox River to the southeast corner of Lot 2 of the Certified Survey Map recorded in Volume 16 Page 311 Brown County records; thence westerly 111.00 feet along the south line of last said Lot 2; thence northerly along the east line of Lot 1 of last said Certified Survey Map to the northeast corner of said Lot 1; thence westerly along the north line of said Lot 1 to the northwest corner thereof; thence continuing westerly along the extension of last said north line to a point on the west line of Pearl Street; thence northerly along said west line of Pearl Street to the northeast corner of Lot 31, Dousman's Addition; thence westerly along the north line of last said Lot 31 and its extension thereof to the centerline of the alley lying westerly of said Lot 31; thence southerly along last said centerline of the alley to the intersection with easterly extension of the north line of the parcel described in Jacket 23572 Image 45 Brown County Records; thence westerly along last said north line and its extension thereof to the centerline of Broadway; thence southerly along said centerline of Broadway to the present centerline of Walnut Street; thence easterly along said present centerline of Walnut Street to a point on the westerly combined pierhead and bulkhead line of the Fox River; thence southerly along said westerly combined pierhead and bulkhead line of the Fox River to a point on the westerly extension of the south line of Outlot 1 of the Certified survey Map recorded in Volume 22 Page 122 Brown county records; thence easterly along the south line of Outlot 1 and Lot 2 of said Certified Survey Map recorded in Volume 22 Page 122 to the southeast corner of last said Lot 2; thence southerly 20.0 feet along the west line of a 15.0 foot wide alley to the south line of a 20.0 foot wide alley; thence easterly along said south line of the 20.0 foot wide alley to a point on the centerline of Washington Street; thence northerly along said centerline of Washington Street to a point on the easterly extension of the south line of the Bellin Building Condominium; thence westerly along last said south line and its extension thereof to a point on the west line of the 15.0 foot wide alley; thence northerly along last said west line to a point on the platted centerline of Walnut Street; thence westerly along said platted centerline of Walnut Street to a point on the easterly combined pierhead and bulkhead line of the Fox River; thence northerly along said easterly combined pierhead and bulkhead line of the Fox River to the centerline of Pine Street; thence easterly along said centerline of Pine Street to the platted centerline of Washington Street; thence southerly along said platted centerline of Washington Street to a point on a line lying easterly of and perpendicular to point "H" on the west line of Lot 1 of the Certified Survey Map recorded in Volume 10 Page 79; thence easterly along said perpendicular line to said Point "H", thence southeasterly to point "I" on last said Certified Survey Map; thence easterly along the south line of last said Lot 1 to Point "J" on said Certified Survey Map; thence northeasterly to Point "K" on said Certified Survey Map; thence easterly perpendicular to the east line of said Lot 1 to the centerline of Adams Street; thence southerly along said centerline of Adams Street to the centerline of Chicago Street; thence easterly along said centerline of Chicago Street to the intersection with the platted west line of Jefferson Street; thence southerly along said platted centerline of Jefferson Street to the present south line of East Mason Street; thence westerly along said present south line of East Mason Street to a point on the easterly combined pierhead and bulkhead line of the Fox River; thence westerly to the intersection of the westerly combined pierhead and bulkhead line of the Fox River and the present south line of West Mason Street; thence westerly along said present south line of West Mason Street to a point on the northerly extension of the east line of Lot 4, Block B, Tank's First Addition; thence southerly along the east line of said Block B, Tank's First Addition to the intersection with the east line of Broadway; thence southwestwardly to the intersection of the centerline of Broadway and the centerline of Fifth Street; thence westerly along said centerline of Fifth Street to a point on the southerly extension of the west line of Lot 112, Block I, Tanks First Addition; thence northerly along the west line of Lots 107 through 112, Block I and Lots 82 through 84, Block H, said Tanks First Addition and the extension thereof to a point lying 10.0 feet northerly of and parallel with the north line of said Lot 82, Block H; thence easterly along said parallel line 100.0 feet; thence southerly 10.0 feet parallel with said west line of Lot 82 to the north line of said Lot 82; thence easterly along said north line of said Lot 82 and the extension thereof to a point on the centerline of Broadway; thence northerly along said centerline of Broadway to a point on the easterly extension of the north line of Clinton Street; thence westerly along said north line of Clinton Street and extension thereof to the point of beginning.

Parcels affected being City of Green, Brown County Tax Parcel Numbers:

2-107	3-105	3-370	3-643	4-223	5-1525-1	5-902
2-109	3-106	3-371	3-644	4-225	5-586	5-904
2-263	3-107	3-372	3-645	4-226	5-587	5-907
2-264	3-108	3-373	3-85	4-254	5-588	5-908
2-265	3-109	3-374	3-897	4-255	5-589	5-909
2-266	3-110	3-375	3-91	4-56	5-590	5-910
2-267	3-110-A	3-551	3-92	4-57	5-591	5-911
2-268	3-111	3-552	3-94	4-58	5-592	5-912
2-70	3-113	3-554-A	3-95	4-59	5-593	5-913
2-71	3-114	3-555	3-96	4-59-B	5-594	5-914
2-72	3-115	3-556	3-98	4-61	5-595	5-915
2-74	3-116	3-557	3-99	4-62	5-596	5-916
2-75	3-306	3-558	4-100	4-65	5-597	5-917
2-76	3-310	3-559	4-101	4-66	5-598	5-918
2-77	3-311	3-562	4-102	4-67	5-599	5-919
2-78	3-312	3-563	4-103	4-68	5-600	5-920
2-86	3-313	3-564	4-104	4-71	5-601	5-921
2-87	3-314	3-565	4-105	4-72	5-602	5-922
2-87-1	3-315	3-566	4-154	4-74	5-874	5-923
2-88	3-316	3-567	4-156	4-75	5-875	5-924
2-89	3-317	3-568	4-157	4-76	5-876	5-925
2-90	3-318	3-569	4-158	4-77	5-877	5-926
2-91	3-319	3-572	4-159	4-78	5-878	5-927
2-92	3-320	3-572-A	4-160	4-80	5-879	5-928
2-93	3-321	3-573	4-161	4-81	5-880	5-930
2-93-A	3-322	3-574	4-201	4-82	5-881	5-931
2-94	3-325	3-575	4-202	4-83	5-882	5-932
2-945	3-326	3-578	4-203	4-84	5-883	5-933
2-946	3-327	3-579	4-204	4-85	5-884	5-934
2-947	3-330	3-587	4-205	4-86	5-885	5-935
2-947-1	3-331	3-588	4-206	4-87	5-890	5-936
2-948	3-332	3-589	4-207	4-88	5-891	5-936-1
2-949	3-362	3-590	4-208	4-89	5-892	3-306-1
2-949-A	3-363	3-591	4-209	4-90	5-893	
2-94-A	3-364	3-592	4-210	4-91	5-894	
2-95	3-365	3-593	4-212	4-91-A	5-895	
2-96	3-365-1	3-594	4-214	4-92-1	5-896	
3-100	3-366	3-595	4-215	4-96	5-897	
3-101	3-367	3-596	4-215-A	4-97	5-898	
3-102	3-368	3-640	4-216	4-98	5-899	
3-104	3-369	3-640-A	4-220	4-99	5-900	
3-104-A	3-369-A	3-642	4-221	5-1525	5-901	

12-48, 12-48-1, 12-13, 12-14, 12-14-A, 12-14-B, 12-15, 12-16, 12-17, 12-18, 12-19, 12-20, 12-21, 12-22, 12-23, 12-24, 12-25, 12-26, 12-27, 12-28, 12-29, 12-30, 12-31, 12-32, 12-33, 12-34, 12-35, 12-36, 12-37, 12-39, 12-40, 12-42-A, 12-43, 12-43-1, 12-43-2, 12-38-1, 12-38-2, 12-38-3, 12-38-4, 12-38-5, 12-38-6, 12-38-7, 12-38-8, 12-38-9, 12-38-10, 12-44, 12-46, 12-47, 12-49, 12-123, 12-124, 12-125, 12-126, 12-127, 12-128, 12-129, 12-130, 12-50, 12-51, 12-52, 12-53, 12-54, 12-55, 12-57, 12-58, 12-60, 12-61, 12-62, 12-63, 12-114, 12-115, 12-116, 12-117, 12-118, 12-119, 12-120, 12-121, 12-122, 12-64, 12-65, 12-66, 12-67, 12-68, 12-71, 12-107, 12-108, 12-109, 12-110, 12-111, 12-112, 12-185, 12-185-1, 13-1, 13-2, 13-3, 13-6, 13-8, 13-9, 13-9-1, 13-10, 13-183, 13-183-2, 13-185, 13-11, 13-14, 13-15, 13-16, 13-17, 13-18, 13-20, 13-21, 13-22, 13-23, 13-24, 13-28-A, 13-39, 13-42-A, 13-43, 13-49, 13-50, 13-51, 13-53, 13-54, 13-55, 12-186, 12-187, 12-188, 12-189, 12-190, 12-190-A, 12-191, 12-192, 15-20, 15-23 and 15-169.

2-172, 2-174, 2-184, 2-185, 2-186, 2-188, 2-187-A, 2-187-1, 2-189, 2-208, 2-209, 2-210, 2-211, 2-212, 2-213, 2-214, 2-215, 2-216, 2-217, 2-218, 2-99, 2-98, 2-97, 2-100, 2-101, 2-102.

**RESOLUTION ADOPTING PROJECT PLAN
FOR TAX INCREMENTAL DISTRICT NO. 5**

Green Bay, Wisconsin
December 21, 1999

WHEREAS, pursuant to §66.46, Wis. Stats., the City of Green Bay has created Tax Incremental District No. 5, City of Green Bay (hereinafter "District"); and

WHEREAS, the Redevelopment Authority of the City of Green Bay has prepared a proposed project plan; and

WHEREAS, the Redevelopment Authority of the City of Green Bay has notified the chief executive officers of all local government entities having the power to levy taxes on property within the District, including the school board of any school district which includes property within the District pursuant to §66.46, Wis. Stats., of a public hearing properly noticed and held wherein interested parties were afforded a reasonable opportunity to express their views on the project plan; and

WHEREAS, pursuant to such procedure and after due notice and proper consideration, the Redevelopment Authority has recommended to the Common Council the adoption of the project plan for Tax Incremental District No. 5, City of Green Bay; and which said project plan contains the following:

1. A statement listing the kind, number, and location of all proposed public works or improvements within the District and those located outside of the District to the extent provided in §66.46(2)(f)1.k., Wis. Stats.
2. An economic feasibility study.
3. A detailed list of estimated project costs.
4. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred.
5. A map showing existing uses and conditions of real property within the District.
6. A map showing proposed improvements and uses in the District.
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes, and City ordinances, if any.
8. A list of estimated non-project costs.

RESOLUTION ADOPTING PROJECT PLAN
FOR TAX INCREMENTAL DISTRICT NO. 5
Page 2

9. A statement relating to the proposed method for the relocation of any persons to be displaced.

10. A statement indicating how creation of the District promotes the orderly development of the City.

11. An opinion of the City Attorney that the project plan is complete and complies with §66.46(4)(f), Wis. Stats.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES HEREBY RESOLVE AS FOLLOWS:

1. Finding is hereby made that the project plan for Tax Incremental District No. 5, City of Green Bay, is feasible and in accordance with the master plan of the City of Green Bay.

2. The project plan for Tax Incremental District No. 5, City of Green Bay, as recommended by the Redevelopment Authority, be and is hereby approved and adopted.

Adopted _____

Approved _____

Mayor

Clerk

bc



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

MEETING DATE

March 18, 2025

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # K.2

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

BACKGROUND

The proposed Allocation Amendment will amend the Non-Project Costs section of the TID 12 Project Plan to include an allocation in the amount of three million, seven hundred thousand dollars (\$3,700,000.00) from TID 12 to TID 22, The Shipyard, to assist with the costs of property acquisition, future development incentives, infrastructure, and public amenities as may be needed throughout TID 22 and within a one-half mile radius of TID 22 for the purposes of blight elimination, which is consistent with the purpose for which TID 22 was created. As part of the project plan, cash grants may be made by the City of Green Bay to owners, lessees, or developers of property within TID 22.

Additionally, the proposed Allocation Amendment will amend the Non-Project Costs section of the TID 12 Project Plan to include an allocation in the amount of two million dollars (\$2,000,000.00), from TID 12 to TID 28, JBS Redevelopment, to assist with the costs of public infrastructure and park improvements as may be needed throughout TID 28 and within a one-half mile radius of TID 28, for the purpose of rehabilitation and conservation, which is consistent with the purpose for which TID 28 was created.

RECOMMENDATION

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

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. RDA Resolution 25-05 TID 12 Allocation Amendment - Signed 3.11.25
2. TID 12 Amended Project Plan - CC 3.18.25
3. TID 12 - Original Project Plan

RESOLUTION 25-05
REGARDING AN ALLOCATION AMENDMENT FOR TAX INCREMENT DISTRICT
NUMBER TWELVE (12), I-43 INDUSTRIAL PARK ("TID 12")

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

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 12 on Monday, June 29, 2020; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 12 to Tax Increment District Number Twenty-two (22), The Shipyard ("TID 22") and to Tax Increment District Number Twenty-eight ("TID 28"), JBS Redevelopment; and

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

1. On Tuesday, March 11, 2025, at 1:30 p.m., in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 12, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
2. On Tuesday, March 4, 2025 published a notice of said public hearing in the City's official paper, the Green Bay Press Gazette; and
3. On Monday, March 3, 2025, emailed the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
4. On Monday, March 3, 2025, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and

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

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

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

1. The Amended Project Plan demonstrates that TID 12 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 12 has satisfied all of its current year debt service and project cost obligations; and
3. Prior to the mandatory termination date of September 17, 2046, TID 22 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and

4. Prior to the mandatory termination date of August 27, 2051, TID 28 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
5. The mandatory termination date for TID 12 is September 6, 2025; and
6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 12 to TID 22 and TID 28; and
7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in TID 12, TID 22, and TID 28, as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in TID 12, TID 22, and TID 28; and
9. The economic benefits of TID 12, TID 22, and TID 28, as measured by increased property value, employment, and income,
 - 9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
10. The TID 12, TID 22, and TID 28 Project Plans are feasible and in conformity with the City *Comprehensive Plan*; and
11. TID 22, as a Blight TID, and TID 28, as a Rehabilitation and Conservation TID, are eligible recipient types for donor TID 12 under Wis. Stats. sec. 66.1105(6)(f)2.; and
12. TID 12, TID 22, and TID 28 have the same overlying taxing jurisdictions; and
13. TID 12 has sufficient revenue to pay all its current project costs; and
14. TID 12 has surplus revenue to pay eligible costs of TID 22 and TID 28; and
15. The Amended Project Plan will not change the boundaries of TID 12.

NOW, THEREFORE, BE IT RESOLVED that the Redevelopment Authority of the City of Green Bay (RDA) hereby approves the Allocation Amendment Resolution for Tax Increment District Number Twelve (12), I-43 Industrial Park; and

BE IT FURTHER RESOLVED, that the RDA approves the amendment of the Non-Project Costs section of the TID 12 Project Plan to include an allocation, in the amount of three million, seven hundred thousand dollars (\$3,700,000.00) from TID 12 to TID 22, The Shipyard, to assist with the costs of property acquisition, future development incentives, infrastructure, and public amenities as may be needed throughout TID 22 and within a one-half mile of TID 22 for the purposes of blight elimination, which is consistent with the purpose for which TID 22 was created. As part of the project plan, cash grants may be made by the City of Green Bay to owners, lessees, or developers of property within TID 22.

BE IT FURTHER RESOLVED, that the RDA Approves the amendment of the Non-Project Costs section of the TID 12 Project plan to include an allocation, in the amount of two million dollars (\$2,000,000.00), from TID 12 to TID 28, JBS Redevelopment, to assist with the costs of public infrastructure and park improvements as may be needed throughout TID 28 and within a one-half mile radius of TID 28, for the purpose of rehabilitation and conservation, which is consistent with the purpose for which TID 28 was created.

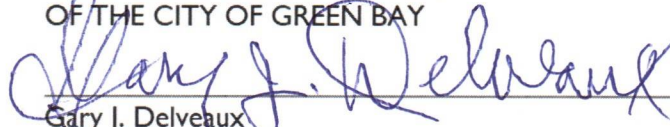
BE IT FINALLY RESOLVED that the RDA approves and adopts the proposed Amended Project Plan for TID 12 and recommends its approval to the Common Council.

SIGNATURE PAGE TO FOLLOW.

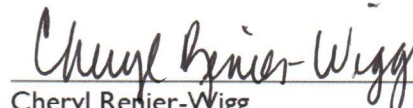
Adopted 3-11-25

Approved 3-11-25

REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY



Gary J. Delveaux
Redevelopment Authority, Chair



Cheryl Renier-Wigg
Redevelopment Authority, Secretary



City of Green Bay
Department of Community and Economic Development

Tax Increment District Twelve (12)

I-43 Industrial Park

Amended **PROJECT PLAN**

City of Green Bay, Wisconsin March 18, 2025

100 North Jefferson Street, Room 608, Green Bay, Wisconsin 54301-5026
(p) 920.448.3400 (f) 920.448.3426 greenbaywi.gov

Joint Review Board of the City of Green Bay

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

Common Council of the City of Green Bay

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

Redevelopment Authority of the City of Green Bay

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

This Project Plan was prepared by
Matthew Buchanan, *Deputy Development Director*
Rebecca Finco, *Economic Development Specialist*
Erin Rosinski, *Design Specialist*
Diana Ellenbecker, *Finance Director*
Joanne Bungert, *City Attorney*

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Summary of Findings

1. In accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Twelve (12) (“TID 12”), I-43 Industrial Park on September 6, 2005; and
2. The Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 12 on Monday, June 29, 2020; and
3. The RDA proposed allocating excess incremental property taxes from TID 12 to Tax Increment District Number Twenty-two (“TID 22”), The Shipyard, and Tax Increment District Number Twenty-eight (“TID 28”), JBS Redevelopment; and
4. The RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
 - 4.1. On Tuesday, March 11, 2025, at 1:30 p.m., in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 12, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
 - 4.2. On Tuesday, March 4, 2025 published a notice of said public hearing in the City’s official paper, the Green Bay Press Gazette; and
 - 4.3. On Monday, March 3, 2025, emailed the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
 - 4.4. On Monday, March 3, 2025, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
5. The Original Project Plan and the Amended Project Plan meet all the requirements of Wis. Stats. §66.1105, to wit:
 - 5.1. An economic feasibility study; and
 - 5.2. A detailed list of estimated project costs; and
 - 5.3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
 - 5.4. A map showing existing uses and conditions of real property within TID 12; and
 - 5.5. A map showing proposed improvements and uses in TID 12; and
 - 5.6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 12 will not exceed thirty-five percent (35%); and
 - 5.7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
 - 5.8. A list of estimated non-project costs; and
 - 5.9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
 - 5.10. A statement indicating how creation of TID 12 promotes the orderly development of the City; and
 - 5.11. An opinion of the City Attorney that the Project Plan is complete and complies with Wis. Stats. §66.1105; and
6. The RDA made the following findings as required by Wis. Stats. §66.1105, to wit:
 - 6.1. The Amended Project Plan demonstrates that TID 12 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
 - 6.2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 12 has satisfied all of its current year debt service and project cost obligations; and
 - 6.3. Prior to the mandatory termination date of September 17, 2046, TID 22 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
 - 6.4. Prior to the mandatory termination date of August 27, 2051, TID 28 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
 - 6.5. The mandatory termination date for TID 12 is September 6, 2025; and
 - 6.6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 12 to TID 22 and TID 28; and
 - 6.7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in

TID 12, TID 22, and TID 28 as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and

- 6.8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in TID 12, TID 22, and TID 28; and
- 6.9. The economic benefits TID 12, TID 22, and TID 28 as measured by increased property value, employment, and income,
 - 6.9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 6.9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
- 6.10. The TID 12, TID 22, and TID 28 Project Plans are feasible and in conformity with the City *Comprehensive Plan*; and
- 6.11. TID 22, as a Blight TID, and TID 28, as a Rehabilitation and Conservation TID, are eligible recipient types for donor TID 12 under Wis. Stats. sec. 66.1105(6)(f)2.; and
- 6.12. TID 12, TID 22, and TID 28 have the same overlying taxing jurisdictions; and
- 6.13. TID 12 has sufficient revenue to pay all its current project costs; and
- 6.14. TID 12 has surplus revenue to pay eligible costs of TID 22 and TID 28; and
- 6.15. The Amended Project Plan will not change the boundaries of TID 12.

Proposed Amendments

Amend the Non-Project Costs section of the TID 12 Project Plan to include an allocation in the amount of three million, seven hundred thousand dollars (\$3,700,000.00) from TID 12 to TID 22, the Shipyard, to assist with the costs of property acquisition, future development incentives, infrastructure, and public amenities as may be needed throughout TID 22 and within a one-half mile radius of TID 22 for the purposes of blight elimination, which is consistent with the purpose for which TID 22 was created. As part of the project plan, cash grants may be made by the City of Green Bay to owners, lessees, or developers of property within TID 22.

Amend the Non-Project Costs section of the TID 12 Project Plan to include an allocation in the amount of two million dollars (\$2,000,000.00), from TID 12 to TID 28, JBS Redevelopment, to assist with the costs of public infrastructure and park improvements as may be needed throughout TID 28 and within a one-half mile radius of TID 28, for the purpose of rehabilitation and conservation, which is consistent with the purpose for which TID 28 was created.

This Amended Project Plan contains no other changes from the original Project Plan.

Appendix A: City Attorney Legal Opinion



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

Phone 920.448.3080
Fax 920.448.3081

March 18, 2025

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

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

Dear Mayor:

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

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

Sincerely,

Joanne Bungert
City Attorney

Appendix B: Cash Flow

TID 12

YEAR	PROJECTED REVENUES				PROJECTED EXPENDITURES						BALANCES	
	TAX INCREMENTS	INTEREST/ EARNINGS	OTHER REVENUE	TOTAL REVENUE	TIF ALLOCATIONS	AFFORDABLE HOUSING	DEVELOPERS PAYMENTS	DEBT PAYMENTS	OTHER EXPENSES	TOTAL EXPENSES	ANNUAL	CUMULATIVE
												6,094,853
2024	2,933,568	362,422	424,464	3,720,454	7,000,000		234,701	259,603	60,250	7,554,554	(3,834,100)	2,260,753
2025	3,300,630	75,000	762,886	4,138,516	3,700,000		305,441	260,009	72,500	4,337,950	(199,434)	2,061,319
2025				-	2,000,000					2,000,000	(2,000,000)	61,319
2026	3,350,139	50,000	762,886	4,163,025	1,250,000		311,550	260,461	52,500	1,874,511	2,288,514	2,349,833
2027	3,400,392			3,400,392		3,400,392	317,781	245,430	5,000	3,968,603	(568,211)	1,781,622
2028				-			324,136	132,900	5,000	462,036	(462,036)	1,319,586
2029				-			330,619	137,700	15,000	483,319	(483,319)	836,267
2030				-			337,231			337,231	(337,231)	499,036
2031				-			343,976			343,976	(343,976)	155,060
2032				-			126,342			126,342	(126,342)	28,718
2033				-						-	-	28,718
Total	12,984,729	487,422	1,950,236	15,422,387	13,950,000	3,400,392	2,631,777	1,296,103	210,250	21,488,522		

2024 TIF allocation \$7,000,000 to TIF 13

2025 TID allocation \$3,700,000 to TIF 22

2025 TID allocation \$2,000,000 to TIF 28

**TAX INCREMENTAL FINANCE
DISTRICT NO. 12**

PROJECT PLAN

I-43 Commercial Development

**City of Green Bay, Wisconsin
August 2005**

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Introduction

The Expansion of the I-43 Business Park in addition to the new State Highway 54/57 Business Park will allow the City of Green Bay to more aggressively market itself for business start-ups, expansions, and relocations. The Green Bay Common Council adopted a Comprehensive Plan in the spring of 2003 that outlines the City of Green Bay's long-term strategy for growth. The acquisition of land along major transportation routes like I-43 and State Highways 54/57 will allow for orderly and efficient growth along the City's outer limits.

One of the primary tools used to accomplish the City's long-range development goals is Tax Incremental Finance (TIF). This Project Plan for Tax Incremental Financing District (TID) No. 12 is prepared in accordance with Wisconsin Statute 66.1105(4)(f) and describes in detail how the proposed projects will be implemented. Each public improvement proposed in the Project Plan encourages private investment. This will in turn help determine complimentary land uses, maximize property values, and create hundreds of good-paying jobs for individuals residing in and around the City of Green and ultimately benefit all of Brown County and northeastern Wisconsin.

Description of the Proposed District

I. Regional Location

The proposed Tax Increment Finance District No. 12 is located on the Eastern edge of the City of Green Bay. TID No. 12 is in an area with Finger Road bordering it to the North, Northview Road to the East, Greenbriar Road to the South, and I43 to the West. Map 1 shows where TID No. 12 is located within the City of Green Bay.

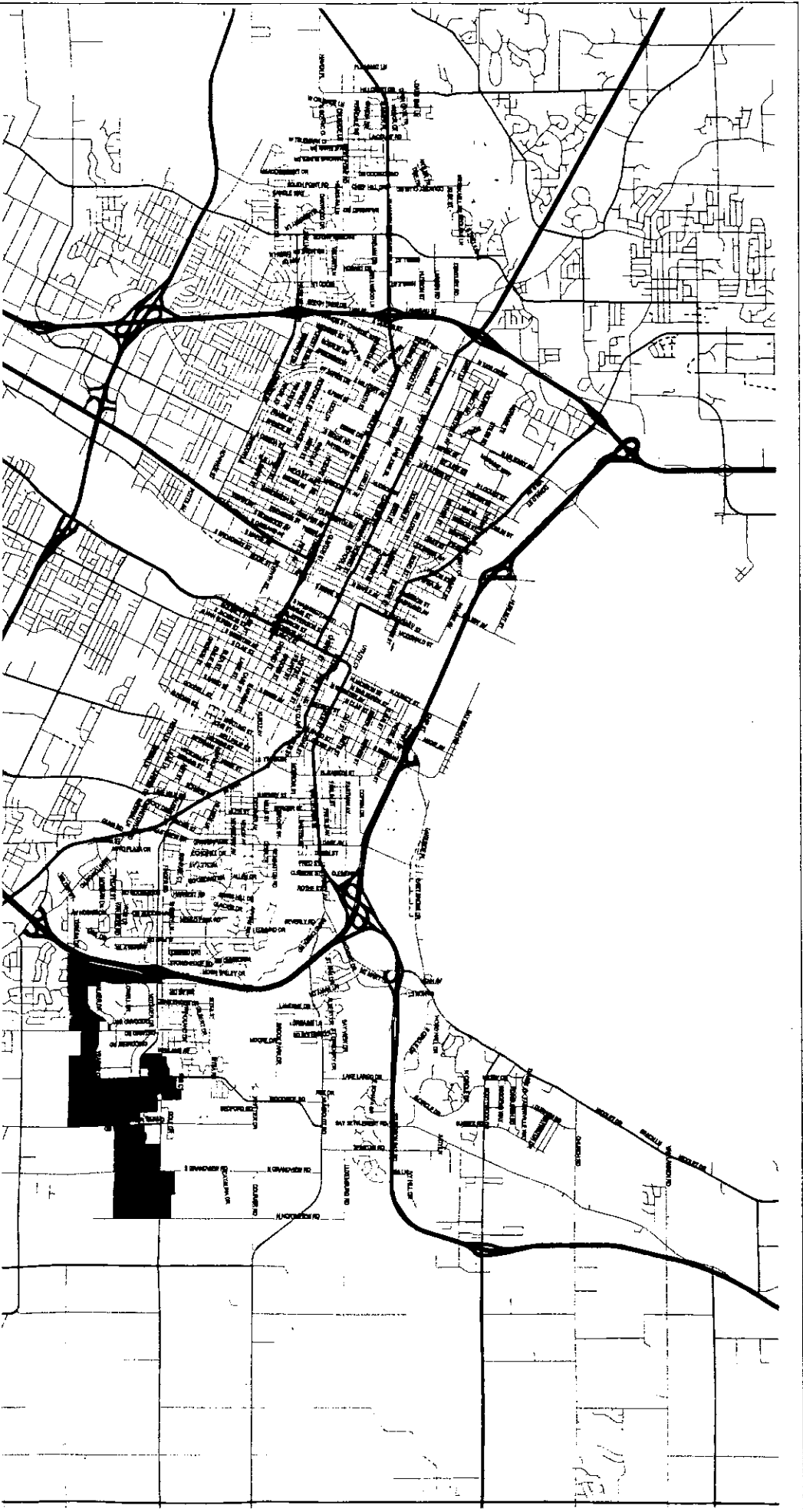
II. Tax Incremental District Boundary

The boundaries for TID No. 12 are provided on Map 2. The legal description for the District is included as Appendix "A."

III. General Make-Up

Containing 82 parcels and 937 acres, proposed TID No. 12 is comprised of all eight land uses residential; commercial; industrial; communications/utilities; governmental/institutional; parks and recreation; woodlands, wetlands, and undeveloped open spaces; and agriculture. Map 3 shows existing land use for the TID, and Map 4 illustrates the corresponding zoning. Approximately 50% of the acreage in TID No. 12 is zoned agriculture with the remaining land divided among the remaining seven land uses.

Appendix "B" provides a listing of the 82 parcels within TID No. 12 with parcel ID number, address, owner, land value, improvements, and total assessed value.



City of Green Bay
I-43
Tax Increment Finance District 12
Map 1. Location

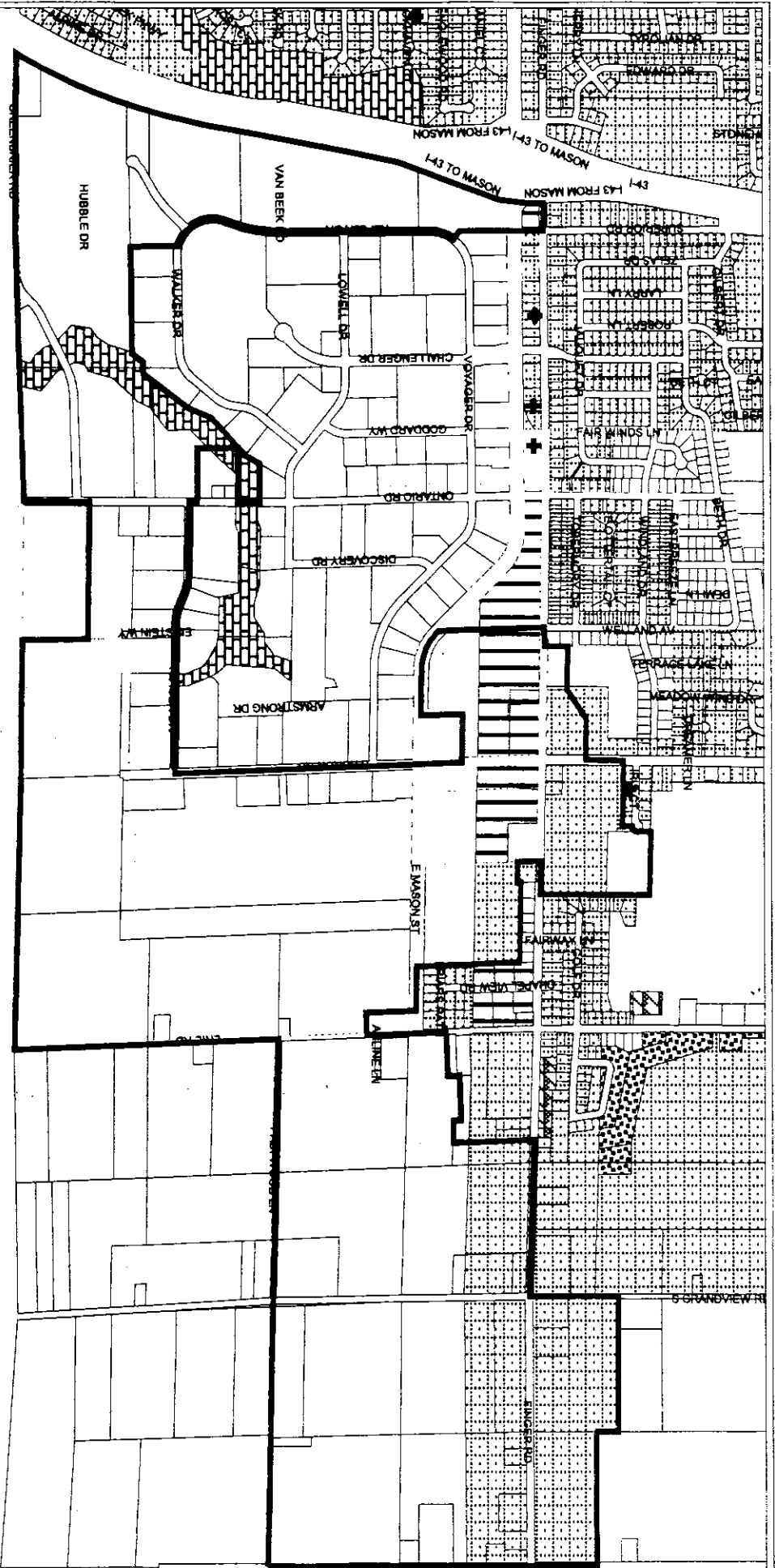


Map prepared by City of Green Bay Planning Department, May 2005.
Digitized by: [illegible] 10/11/11



State of
Wisconsin

Brown
County

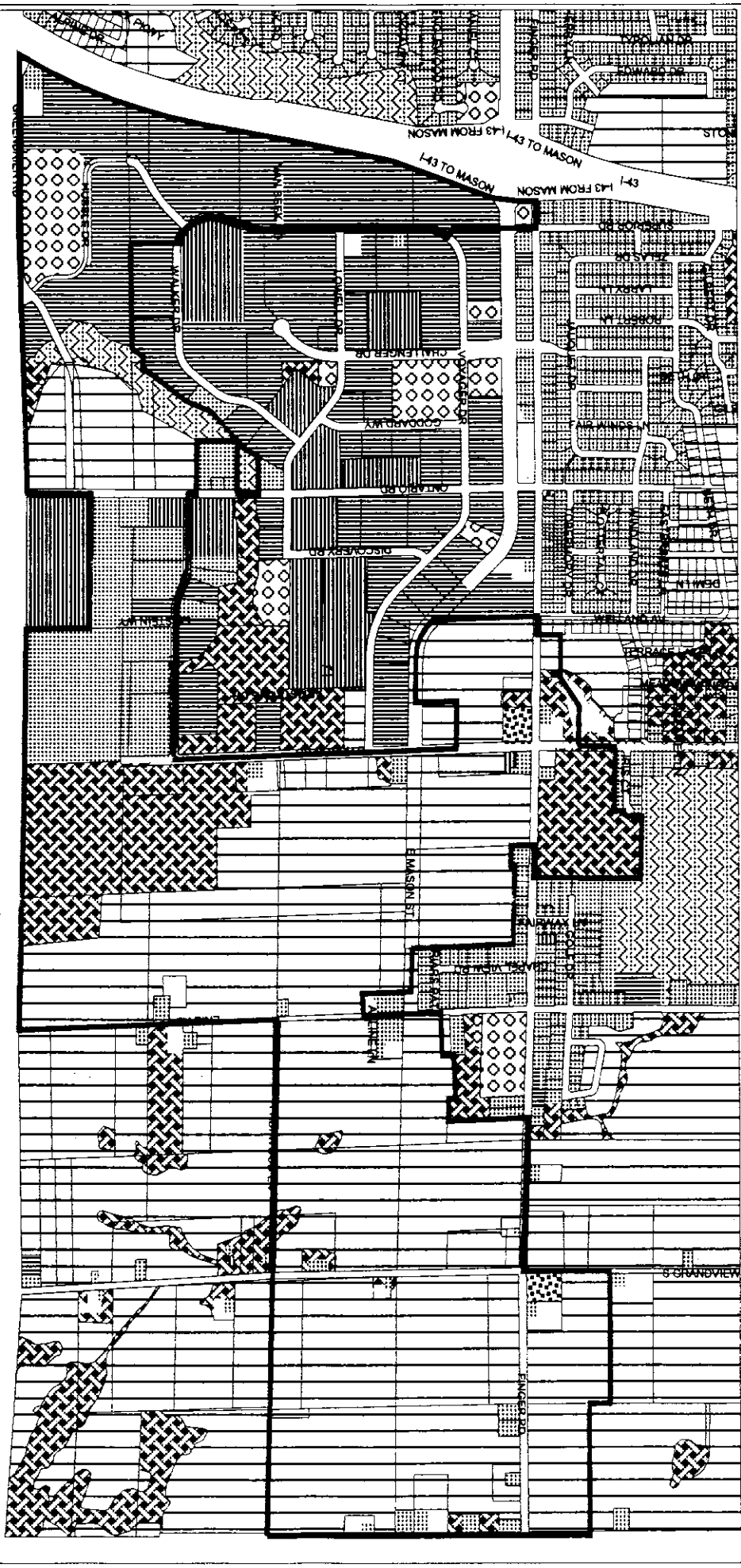


City of Green Bay
I-43
Tax Increment Finance District 12
Map 3 Existing Zoning

- First Business
- Conservancy
- Parkway
- First Residential
- Third Residential
- Residential Park

- District Boundary
- Conditional Use
- Planned Commercial District
- Planned Urban Residential District





City of Green Bay
I-43
Tax Incremental Finance District 12
Map 4. Existing Land Use



Map prepared by City of Green Bay Planning Department, May 2008.
 (Map of Green Bay, Wisconsin, prepared by the City of Green Bay, Wisconsin, May 2008.)

- District Boundary
 - Residential
 - Commercial
 - Industrial
 - Roads
 - Communications/Utilities
 - Parks and Recreation
 - Woodlands, Wetlands, Undeveloped Open Space
 - Agriculture
- Land use data collected 2001

Project Plan

A. Statement listing the kind, number and location of all proposed public works or improvements.

Summarized below are the public works and related improvements proposed as part of TID No. 12. All the proposed improvements were given consideration in order to both maximize development possibilities and remedy the competing land uses in the district. Improvements will enhance the economic viability of the district and provide public amenities to beautify the overall commercial corridor.

Improvement #1: Interceptor Sewer

Locations: Erie Rd N. of Finger to Mason @ Grandview
Grandview, Mason to Van Beek
Van Beek, Erie to Northview

Improvement #2: Sanitary Sewer

Locations: Mason, Erie to Northview
Erie, Mason to City Limits
Undesignated future streets

Improvement #3: Storm Sewer

Locations: Mason, Erie to Northview
Grandview North of Finger to Van Beek
Van Beek, Erie to Northbrook
Erie, Mason to City Limits
Undesignated future streets

Improvement #4: Water mains

Locations: Mason, Erie to Northbrook
Grandview North of Finger to Van Beek
Van Beek, Erie to Northview
Erie, Mason to City Limits
Undesignated future streets

Improvement #5: Street Paving

Locations: Mason, Erie to Northview
Grandview North of Finger to Van Beek
Van Beek, Erie to Northview
Erie, Mason to City Limits
Undesignated future streets

Improvement #6: Street Lighting

Locations: Mason, Erie to Northview
Grandview North of Finger to Van Beek
Van Beek, Erie to Northview
Erie, Mason to City Limits
Undesignated future streets

Improvement #7: Trees

Locations: Mason, Erie to Northview
Grandview North of Finger to Van Beek
Van Beek, Erie to Northview
Erie, Mason to City Limits
Undesignated future streets

Improvement #8: Traffic Lights

Locations: Ontario, Huron, Erie, and Grandview

Improvement #9: Detention Ponds

Locations: District-wide

Improvement #10: Storm water Management Study

Improvement #11: Signage

Locations: District-wide

Improvement #12: Right of Way Land Acquisition

Locations: A total of 30 acres district-wide

Improvement #13: Park Acquisition

Improvement #14: Loans and/or Grants to Businesses and Developers

Location: Loans and or grants made available to accomplish the objectives outlined in this plan district-wide

Improvement #15: District Administration, Promotion and Marketing Activities

Location: Promotion and marketing of the district in order to encourage additional investment and property tax growth district-wide.

B. Economic Feasibility

Background

Under Wisconsin State Statute 66.1105 Tax Increment Law, the property taxes paid each year on the increase in equalized value of the Tax Increment District may be used by the City to pay the costs of development projects for the District. The increase in value is determined by taking the District's current value and deducting the value in the District that existed when the District was created or base value. All would be taxes paid upon this incremental (or increased) value by the City, School District, County, and Vocational School District are allocated to the City for direct payment of project costs or the payment of debt service on bonds used to finance project costs are called tax increments. State property taxes on the increment value must still be paid to the state.

All project expenditures must be made within twenty-two years of the creation of the Tax Increment District, and tax increments may be received until project costs are recovered for no longer than twenty-seven years, with a possible three-year extension.

Green Bay Market

The City of Green Bay has many advantages for businesses to expand or relocate to the City. Green Bay is the state's third largest city, located 114 miles north of Milwaukee, 204 miles north of Chicago and 280 miles east of Minneapolis.

Green Bay's population continues to grow and diversify showing a strong population growth in the 1990's. Population trends are reflective of the economic growth found in the region as the Green Bay MSA led the nation in percentage job growth in a May 2000 report from the US Department of Labor.

	<u>1990 Census</u>	<u>2000 Census</u>
Green Bay population	96,466	103,641
Green Bay MSA	194,594	215,040

Green Bay serves as the retail, commercial, educational, and medical center of northeastern Wisconsin and the upper peninsula of Michigan. The City is also the transportation hub of the region with excellent highway, air, rail, and port infrastructure.

TIF Capacity Analysis

Wisconsin statute 66.1105 (4) (gm) 4. c. establishes a limit on the equalized property value that may be located within all Tax Increment Districts (TIF Capacity). The method for determining that limit is defined in that statute. A municipality must meet this requirement. The City meets this requirement because the equalized value of all taxable property of TID 12 plus the value increment of all existing districts does not exceed 12 percent of the total equalized value of taxable property within the City. Using this method, the City of Green Bay capacity is as follows:

Tax Incremental Finance Capacity Analysis (January 2005)

Equalized Value of the City of Green Bay	\$5,925,533,200.00
TIF Maximum (12% of City Value)	\$ 711,063,984.00
Total Value within Existing TIDS 4,5,6, 7, 8, 9 & 10	\$ 205,881,400.00
Present Capacity for Future TIF Districts	\$ 505,182,584.00

Capacity for creation of a new Tax Increment Districts in the City of Green Bay is more than satisfactory to permit the creation of TID No.12.

Projection of Future Tax Increments

The TID Plan anticipates a number of projects being implemented over the first twenty-two years of the tax incremental financing life (see table 1). All projects will contribute, not only to stabilizing property values throughout the life of the TID, but by enhancing those same property values through the creation of a consistent and viable commercial district. Those stable and hopefully increasing values will ensure the growth of increments, which in turn will repay the debt generated to finance the public improvements.

To approximate future tax increments that are expected to be generated through the creation of a TID, planned private, assessable investment was estimated. This estimate is separated into two categories. The first is the primary TID Projects, which includes all planned projects expected to be completed within the eighteen-year timeline. Secondary TID Projects are those which will be implemented if additional new development occurs; therefore provide TID revenues capable of supporting additional TIF borrowing. The probability of the primary projects being completed is quite good. Some of the projects have been defined and developers have begun preliminary project design work. The secondary projects, while exciting, are a bit more speculative in nature and no specific developer has been identified. While the list of projects is comprehensive, it is by no means exclusive. Should additional development opportunities arise, the City may elect to conduct additional TIF funded activities within the District.

Primary TID Projects Only

The primary projects include a variety of infrastructure improvements that promote development of area for a number of commercial uses. Projected private investment will generate tax increment as follows:

Year	Value Date	District Valuation	Construction Increment	TID RATE	Tax Revenue
1	2005			\$22.50	\$0
2	2006		30,000,000	\$22.05	\$0
3	2007	\$30,000,000	43,800,000	\$21.61	\$0
4	2008	\$74,700,000	3,000,000	\$21.18	\$648,270
5	2009	\$79,941,000		\$20.75	\$1,614,192
6	2010	\$82,339,230		\$20.34	\$1,692,896
7	2011	\$84,809,407		\$19.93	\$1,708,809
8	2012	\$87,353,689		\$19.53	\$1,724,872
9	2013	\$89,974,300		\$19.14	\$1,741,086
10	2014	\$92,673,529		\$18.76	\$1,757,452
11	2015	\$95,453,735		\$18.38	\$1,773,972
12	2016	\$98,317,347		\$18.02	\$1,790,648
13	2017	\$101,266,867		\$17.66	\$1,807,480
14	2018	\$104,304,873		\$17.30	\$1,824,470
15	2019	\$107,434,019		\$16.96	\$1,841,620
16	2020	\$110,657,040		\$16.62	\$1,858,931
17	2021	\$113,976,751		\$16.29	\$1,876,405
18	2022	\$117,396,054		\$15.96	\$1,894,043
19	2023	\$120,917,935		\$15.64	\$1,911,847
20	2024	\$124,545,473		\$15.33	\$1,929,819
21	2025	\$128,281,837		\$15.02	\$1,947,959
22	2026	\$132,130,293		\$14.72	\$1,966,270
23	2027	\$136,094,201		\$14.43	\$1,984,753
24	2028	\$140,177,027		\$14.14	\$2,003,410

Appendix "C" provides a complete pro-forma spread sheet for the TID with the assumption that the Primary TID Projects are the only new development. Using the following assumptions, TIF should support the public expenditures required for this project and result in substantial development with the new commercial corridor.

TID Pro-Forma Assumptions:

1. Property tax revenues are expected to grow at a conservative rate.
2. The primary projects will add over \$50,000,000 in equalized value in the next 7 years, which in turn will generate the tax increment.
3. Total tax increment assumes a total tax levy of \$22.21 per \$1000 of assessed value, decreasing by 2% every year.
4. Bond Interest is estimated between 4%-6%.

Table 1
TID No. 12 & Public Investment Summary July 2005

<u>Project</u>	<u>Location</u>	<u>TIF Cost</u>	<u>Projected Date</u>
Infrastructure (Interceptor Sewer)	Map 5	\$1,375,000	2005-2010
Infrastructure (Interceptor Sewer)	Map 5	\$1,375,000	2005-2010
Infrastructure (Sanitary Sewer)	Map 5	\$1,950,000	2005-2010
Infrastructure (Storm Sewer)	Map 5	\$2,795,000	2005-2010
Infrastructure (Water mains)	Map 5	\$1,935,000	2005-2010
Infrastructure (Street Paving)	Map 5	\$6,300,000	2005-2010
Infrastructure (Street Lighting)	Map 5	\$107,500	2005-2010
Beautification (Trees)	Map 5	\$64,500	Ongoing
Infrastructure (Traffic Signals)		\$400,000	Ongoing
Infrastructure (Detention Ponds)		\$1,750,000	Ongoing
Storm Management Study		\$50,000	Ongoing
Signage		\$250,000	Ongoing
ROW Acquisition		\$1,500,000	Ongoing
Park Acquisition		\$500,000	Ongoing
Promotion/ Marketing		\$500,000.00	Ongoing

Property Acquisition Site Prep. Parcel Assemblage	Map 5	\$5,000,000.00	Ongoing
---	-------	----------------	---------

Loans/ Grants	Map 5	\$1,000,000.00	Ongoing
------------------	-------	----------------	---------

Project Total		\$26,852,000	
----------------------	--	---------------------	--

***It is anticipated that positive cash balances will be applied to finance eligible project costs in addition to bonding.**

C. Description of the Methods of Financing All Estimated TID No. 12 Project Costs

The City may use a variety of financing methods to implement TID No. 12 projects including but not limited to lease-revenue bonds and general obligation bonds. Additionally, should grant opportunities be available the City may apply for such assistance in order to reduce public borrowing and allow for a rapid closeout of TID 12.

The amounts and time frames for borrowing could vary depending on rate and type of development. Projected tax revenue pro-forma from TID No. 12 is outlined in Appendix C. The amount of interest paid on money borrowed can be somewhat estimated, thus the interest rates used in the proforma are the best current estimates available. The total interest is based on a repayment scheduled to end 24 years after inception of the District. Appendix C indicates the TID would close in year 23 (which included the potential 3-year extension) without the generation of any other increment. Total interest costs are projections only. Should conditions warrant during the life of the TID No. 12, the City may opt to refinance the outstanding debt issued to better take advantage of lower interest rates.

The spreadsheet in Appendix C assumes that public project costs are financed through the issuance of bonds and positive TID balances. Not included in the calculations were additional income sources that could be generated through the course of the project, including lease payments and land sale revenues. If these revenues are realized, the City might elect to use this revenue to fund other identified projects, reduce borrowing or pay portions of the TID related debt for the City.

Interest earnings from the available cash balances will be credited to the district each year based on the City's existing method of interest allocation.

Financial audits will be done in accordance with Wisconsin State Statutes, Section 66.46 and all other applicable sections.

As can be reasonably determined from the data contained in Appendix C, the District will be sufficiently funded to pay off debt balances before the legal termination of the district. If this should occur, distribution of the surplus funds will be made in accordance with State Statutes.

D. Detailed Listing of Project Costs

Table 1 provided a listing of the estimated public improvement costs in July 2005 dollars. Project locations may be found on Map 5. It is anticipated that the City may elect to expend funds each year for the first eighteen years (includes possible 3-year extension) on project administration, which could include salaries and fringe benefits, management, maintenance and marketing of the TID, bond issuance related expenses, loans and/or grants to business, as well as donation of surplus revenue to TIDs 4,5,6,7,8,10, 11 and 13.

E. Promotion of Orderly Growth

The Tax Increment District No. 12 has been developed in compliance with a number of planning documents that have been prepared to guide orderly development within the City of Green Bay and surrounding Brown County. The Green Bay Comprehensive Plan was updated in 2003 and the proposed TID No. 12 area was targeted for development. Additionally the Brown County "Comprehensive land Use/Transportation Plan: 2020" identifies issues crucial to traffic patterns in the area. Many documents have been reviewed and multiple sources of inputs were heard when drafting the City's Draft Comprehensive Land Use Plan these voices were incorporated in this TID Plan. TID No. 12 promotes orderly and consistent growth.

F. Proposed Changes of Zoning Ordinances, Master Plans, Official Map, Building Codes and City Ordinances

The regulatory documents reviewed with respect to the projects proposed within the TID No. 12 Project Plan are as follows: *1-Master Plan; 2-Official Map; 3-Zoning Codes; and 4-Building Codes*. Summarized below are the findings.

Master Plan

The City of Green Bay updated its Comprehensive Plan in 2003. The planned land uses in TID No.12 are consistent with existing planning documents and have been incorporated into future planning documents. In addition, the 1996 Brown County Land Use and Transportation Plan has been complimentary to the City's adopted Comprehensive plans.

Official Map

All streets included in the TID No. 12 Project Plan area are included on the official Map for the City of Green Bay as adopted subdivisions. No major changes are expected. However, if projects warrant a change, the City will take the required procedural actions to review such amendments.

Zoning

The area found within the boundaries of TID No. 12 will require the designation of more than one Planned Commercial Development (PCD overlay) District. The PCD Overlay district may include the following:

1. This PCD is to be used to identify non-residential uses only.
2. Future non-residential development uses shall be governed by PCD Districts to be established on a project-by-project basis.
3. Non-residential development not specifically identified in any Comprehensive plan, may be approved pursuant to existing zoning regulations, after review by the Planning Director.
4. Residential development will be regulated by existing zoning regulations for those uses.
5. Lot area, density, setback, parking and similar requirements shall be regulated pursuant to existing zoning regulations unless specifically addressed within a project plan as part of a PCD.

Building Codes

Building codes for the City of Green Bay will not be changed to accommodate TID No. 12 projects.

G. Non-Project Costs

In the event that TID No. 12 demonstrates it has sufficient revenues to pay for all incurred project costs and sufficient surplus revenues to pay for some or all-eligible costs in other municipal redevelopment TIDs, the district may become a donor TID for TIDs 4,5,6,7,8, 10, 11 and 13.

Proposed Method for Relocation of Any Persons to be Displaced

The City of Green Bay will provide relocation benefits and assistance to the extent necessary as required by Wisconsin Statutes Chapter 32. Generally, relocation occurs where a person or business is displaced from real property a direct result of eminent domain proceedings commenced by the City of Green Bay against the subject property. Relocation services will be provided by the City of Green Bay's acquisition/relocation specialists with funds provided through TIF, the City of Green Bay or the City of Green Bay Redevelopment Authority.

DESCRIPTION OF TID No. 12

That part of Sections 1, 2, 10, 11, and 12, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Beginning at the southeast corner of Section 1; thence N00°-16'-11" W, 664.68 feet along the east line of said Section 1; a point on the easterly extension of the north line of Brown County Document Number 911020 as recorded in Jacket 2940, Image 35;

thence S89°-46'-55" W, 1338.98 feet along the north line of said Document Number 911020 and extension thereof to the northwest corner of said Document Number 911020;

thence N00°-04'-03" W, 222.71 feet along the east line of Brown County Document Number 2074594 to the northeast corner of said Document Number 2074594;

thence S89°-49'-54" W, 1338.19 feet along the north line of said Document Number 2074594 and the extension thereof to a point on the north – south $\frac{1}{4}$ line of said Section 1;

thence S00°-07'-58" W, 895.51 feet along said north – south $\frac{1}{4}$ line of Section 1 to the south $\frac{1}{4}$ corner of said Section 1;

thence N88°-04'-43" W, 1551.45 feet along the north line of the northwest $\frac{1}{4}$, Section 12 to a point on the northerly extension of the east line of the lands described in Brown County Document Number 1392571 recorded as Jacket 22808, Image 53;

thence S02°-08'-24" E, 826.92 feet along the east line of said Document Number 1392571 and the extension thereof to a point on the north line of Brown County Document Number 2177356;

thence N88°-04'-18" W, 223.59 feet along the north line of said Document Number 2177356;

thence N02°-08'-24" W, 72.72 feet along said Document Number 2177356;

thence S87°-53'-31" W, 442.51 feet along said north line of Document Number 2177356 to a point on the east line of Lot 1, Brown County Certified Survey Map Number 4648 as recorded in Volume 29 of Certified Survey Maps page 393;

thence S02°-06'-29" E, 120.00 feet along said east line of Lot 1, Certified Survey Map Number 4648 and the extension thereof;

thence S87°-53'-31" W, 435.60 feet along the north line of said Document Number 2177356 and the extension thereof to a point on the west line of said Section 12;

thence S02°-06'-29" E, 807.77 feet along said west line of Section 12 to a point on the easterly extension of the south line of Brown County Document Number 1011253 recorded as Jacket 7595, Image 25;

thence S87°-53'-31" W, 225.00 feet along the south line of said Document Number 1011253 and the extension thereof to the southwest corner of said Document Number 1011253;

thence N02°-03'-48" W, 512.50 feet along the west line of said Document Number 1011253 and the northerly extension thereof to a point on the centerline of East Mason Street;

thence N88°-57'-03" W, 441.79 feet along said centerline of East Mason Street to a point on the southerly extension of the west line of the plat Chapel View;

thence N02°-05'-43" W, 1045.50 feet along said west line of Chapel View and the extension thereof to the southeast corner of Lot 7 White Tail Run Estates;

thence N88°-45'-44" W, 791.56 feet along the south line of said White Tail Run Estates to the southwest corner of Lot 1, White Tail Run Estates, said southwest corner of Lot 1 also being a point on the east line of the north 241 feet of the west 208 feet of the east $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$, said Section 11;

thence S02°-04'-39" E, 40.65 feet to the southeast corner of said north 241 feet of the west 208 feet;

thence N88°-45'-52" W, 208.44 feet to the southwest corner of said north 241 feet of the west 208 feet;

thence N02°-04'-47" W, 241.00 feet along the west line of said north 241 feet of the west 208 feet and the northerly extension thereof to a point on the south line of said Section 2;

thence S88°-45'-44" E, 333.37 feet along the south line of said Section 2 to the southeast corner of the southwest $\frac{1}{4}$ - southeast $\frac{1}{4}$ said Section 2;

thence N00°-20'-35" E, 1110.17 feet along the east line of said southwest $\frac{1}{4}$ - southeast $\frac{1}{4}$, Section 2 to the northeast corner of the lands described in Brown County Document Number 2162276;

thence N88°-34'-56" W, 628.55 feet along the north line of said Document Number 2162276 to the northeast corner of Lot 4, Brown County Certified Survey Map Number 4821 as recorded in Volume 31 of Certified Survey Maps page 75;

thence S00°-34'-56" W, 111.25 feet along the east line of said Lot 4 to the southeast corner of said Lot 4;

thence southwesterly along the easterly terminus of Iris Court along the arc of a 55-foot radius non-tangent curve to the left, said curve having a chord which bears S32°-50'-01" W, 93.69 feet to the northeast corner of Iris Court Condo's;

thence S00°-34'-56" W, 100.00 feet along the east line of Iris Court Condo's to the southeast corner of said Iris Court Condo's, also being a point on the north line of the lands described in Brown County Document Number 2162276;

thence N88°-45'-52" W, 650.00 feet along said north line of Document Number 2162276 and the extension thereof to a point on the north – south ¼ line of said Section 2;

thence S00°-34'-56" W, 821.00 feet along said north – south ¼ line of Section 2 to the north ¼ corner of said Section 11;

thence S02°-03'-27" E, 3754.72 feet along the north – south ¼ line of Section 11 to the intersection with the centerline of Yeager Drive;

thence N89°-22'-15" W, 1498.99 feet along said centerline of Yeager Drive;

thence continuing along said centerline of Yeager Drive along the arc of a 410.00 foot radius curve to the right 157.35 feet, said curve having a chord which bears N78°-22'-36" W, 156.38 feet;

thence continuing along said centerline of Yeager Drive N67°-22'-56" W, 156.81 feet;

thence continuing along said centerline of Yeager Drive along the arc of a 410.00 foot radius curve to the left 156.52 feet, said curve having a chord which bears N78°-19'-07" W, 155.57 feet;

thence continuing along said centerline of Yeager Drive N89°-15'-17" W, 746.75 feet to a point on the west line of said Section 11;

thence N00°-14'-19" E, 84.56 feet along said west line of Section 11 to a point on the easterly extension of the south line of Lot 1, Brown County Certified Survey Map Number 2251 as recorded in Volume 10 of Certified Survey Maps page 169;

thence N89°-45'-50" W, 539.05 feet along said south line of Lot 1 of Certified Survey Map Number 2251 and the extension thereof to the southwest corner of said Lot 1;

thence N00°-14'-10" E, 415.00 feet along the west line of said Lot 1 to the northwest corner of said Lot 1;

thence S89°-45'-50" E, 374.00 feet along the north line of said Lot 1 to the northeast corner of said Lot 1;

thence S00°-14'-10" W, 2.78 feet along the east line of said Lot 1 to the northwest corner of the south 132 feet of the north 622 feet of the east 165 feet of the northeast $\frac{1}{4}$ - southeast $\frac{1}{4}$, said Section 10;

thence S89°-45'-50" E, 165.06 feet along the north line of said south 132 feet of the north 622 feet of the east 165 feet to a point on the east line of said Section 10;

thence N00°-14'-19" E, 227.69 feet along said east line of Section 10 to a point on the easterly extension of the south line of Lot 2, Certified Survey Map Number 4650 as recorded in Volume 30 of Certified Survey Maps page 1;

thence S89°-18'-12" W, 383.85 feet along the south line of said Lot 2 Certified Survey Map Number 4650 to the southwest corner of said Lot 2;

thence S29°-03'-44" W, 163.87 feet along the southeasterly line of Lot 1 said Certified Survey Map Number 4650 to the south corner of said Lot 1;

thence S47°-21'-11" W, 512.61 feet along the southeasterly line of Lot 1, Certified Survey Map Number 4336 and the northerly extension thereof and along the southeasterly line of Lot 2, Certified Survey Map Number 5258;

thence continuing along said southeast line of Lot 2, Certified Survey Map Number 5258 S21°-16'-41" W, 241.58 feet;

thence continuing along the southeasterly line of Lots 1 and 2 of said Certified Survey Map Number 5258 S36°-28'-41" W, 577.54 feet;

thence S88°-43'-02" W, 120.48 feet along the south line of Lot 1 said Certified Survey Map Number 5258 and Lot 1 of Certified Survey Map Number 6790;

thence S35°-13'-30" W, 133.88 feet along the south line of said Lot 1 Certified Survey Map Number 6790 to the northeast corner of Lot 1, Certified Survey Map Number 6067;

thence S89°-05'-37" W, 1058.26 feet along the north line of said Lot 1, Certified Survey Map Number 6067 and the north line of Lot 2, Certified Survey Map Number 5843 to the southeast corner of Lot 3, Certified Survey Map Number 5843;

thence N00°-22'-41" W, 486.08 feet along the east line of said Lot 3, Certified Survey Map Number 5843 and the extension thereof to a point on the centerline of Walker Drive;

thence northwesterly along the centerline of Walker Drive and Kepler Drive along the arc of a 360.00 foot radius non-tangent curve to the right 608.33 feet, said curve having a chord which bears N27°-03'-39" W, 538.49 feet;

thence continuing along said centerline of Kepler Drive along the arc of a 1570.00 foot radius curve to the left, 573.11 feet said curve having a chord which bears N10°-31'-32" E, 589.59 feet to a point on the north – south ¼ line of said Section 10;

thence continuing along said centerline of Kepler Drive N00°-17'-49" W, 1506.23 feet;

thence continuing along said centerline of Kepler Drive along the arc of a 400.00 foot radius curve to the right, 257.38 feet, said curve having a chord which bears N18°-08'-12" E, 252.97 feet;

thence N53°-26'-16" W, 102.49 feet;

thence N00°-17'-49" W, 481.92 feet along the east line of Lot 1, Certified Survey Map Number 5092 to a point on the southerly right-of-way of East Mason Street;

thence S89°-51'-10" E, 2.01 feet along said south right-of-way line of East Mason Street to a point on the north – south ¼ line of said Section 10;

thence N00°-17'-49" W, 375.18 feet along said north – south ¼ line to the north ¼ corner of said Section 10;

thence N89°-55'-11" W, 273.92 feet along the north line of said Section 10 to a point on the east right-of-way line of Interstate Highway 43, (I-43);

thence S02°-20'-56" E, 149.80 feet along said east line of I-43;

thence continuing along said east line of I-43, S06°-28'-06" W, 310.45 feet;

thence continuing along said east line of I-43, S19°-49'-34" W, 1096.38 feet;

thence continuing along said east line of I-43, S11°-32'-42" W, 500.10 feet;

thence continuing along said east line of I-43, S10°-23'-57" W, 1507.51 feet;

thence continuing along said east line of I-43 along the arc of a 5879.58 foot radius curve to the right, 2036.20 feet, said curve having a chord which bears S20°-19'-00" W, 2026.04 feet to a point on the south line of said Section 10;

thence S89°-48'-54" E, 1782.28 feet along said south line of Section 10 to the south ¼ corner of said Section 10;

thence continuing along said south line of Section 10, N88°-06'-50" E, 2641.10 feet to the southeast corner of said Section 10;

thence N00°-14'-19" E, 662.32 feet along the west line of Section 11 to the southwest corner of the north ½ of the southwest ¼ - southwest ¼, Section 11;

thence S89°-19'-09" E, 1365.92 feet along the south line of said north ½ to the southeast corner of said north ½;

thence S00°-54'-28" E, 661.16 feet along the east line of the southwest ¼ - southwest ¼, Section 11 to the south line of said Section 11;

thence S89°-22'-38" E, 1379.13 feet along the south line of said Section 11 to the south ¼ corner of said Section 11;

thence S88°-46'-03" E, 2683.71 feet along said south line of Section 11 to the southeast corner of said Section 11;

thence N02°-22'-55" W, 2659.24 feet along the east line of said Section 11 to the west ¼ corner of Section 12;

thence S88°-48'-42" E, 5246.39 feet along the east – west ¼ line to the east ¼ corner of said Section 12;

thence N00°-08'-02" W, 2672.72 feet along the east line of said Section 12 to the point of beginning.

Parcels affected being tax parcel numbers: 21-147,21-147-1,21-153,21-155,21-158,21-159,21-160,21-161-2,21-161-5,21-161-5,21-162,21-164,21-165,21-165-1,21-165-2,21-167,21-169,21-169-1,21-169-2,21-170,21-170-1,21-170-2,21-170-2-1,21-170-2-2,21-171-1,21-171-2,21-171-3,21-180-11,21-180-14,21-180-15,21-180-16,21-181,21-181-2,21-182,21-182-1,21-182-2,21-182-3,21-183,21-184,21-184-1,21-185-1,21-185-2,21-186,21-187,21-188,21-188-1,21-188-2,21-188-3,21-188-4,21-188-5,21-188-6,21-189,21-190,21-191,21-192,21-193,21-194,21-195,21-195-1,21-195-2,21-197,21-197-5,21-199,21-199-2,21-200,21-200,21-201,21-201,21-22,21-22-1,21-24,21-43,21-44,21-44-1.

TID No. 12 Parcel Assessed Values

PARCEL ID	ACRES	LOCATION	OWNER	LAND VALUE	IMPROVEMENTS	TOTAL VALUE
21-158	2.48	2783 GREENBRIER RD	KRINES WENCIL J & MARY R REVOCABLE TRUST	\$47,400.00	\$95,800.00	\$143,200.00
21-164	2.47	GREENBRIER RD	WILLIAMS JAMES T & CAROL G REVOCABLE TRUSTS 1982	\$188,200.00	\$215,900.00	\$404,100.00
21-161-5	2.73	GREENBRIER RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-165-2	13.03	GREENBRIER RD	BAYCARE AURORA LLC	\$520,800.00	\$0.00	\$520,800.00
21-180-14	2.01	3190 YEAGER DR	CONARD	\$78,200.00	\$505,100.00	\$583,300.00
21-184	30.09	1100 BLOCK ERIE RD	ZUIDMULDER	\$60,400.00	\$23,900.00	\$84,300.00
21-183	31.40	S HURON RD	MOSKI CORP	\$30,000.00	\$0.00	\$30,000.00
21-186	31.67	S HURON RD	HURON LIMITS LLC	\$18,700.00	\$0.00	\$18,700.00
21-182-3	1.89	1300 BLOCK S HURON RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-161-2	58.45	2845 GREENBRIER RD	BAYCARE AURORA LLC	\$3,473,400.00	\$110,317,800.00	\$113,791,200.00
21-181-2	12.18	1200 BLOCK ONTARIO RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-165-1	14.97	GREENBRIER RD	BAYCARE AURORA LLC	\$582,000.00	\$0.00	\$582,000.00
21-161-5	6.08	GREENBRIER RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-181	2.07	1300 BLOCK ONTARIO RD	WISCONSIN PUBLIC SERVICE CORP	\$0.00	\$0.00	\$0.00
21-187	38.06	ERIE RD	ZUIDMULDER	\$36,400.00	\$0.00	\$36,400.00
21-160	2.75	2853 HUBBLE DR	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-165	5.97	ONTARIO RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-184-1	0.92	1240 ERIE RD	ZUIDMULDER	\$57,600.00	\$120,600.00	\$178,200.00
21-182-2	6.00	3276 YEAGER DR	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-182	3.10	3200 BLOCK YEAGER DR	ZIMONICK PROPERTIES INC	\$0.00	\$0.00	\$0.00
21-182-1	4.00	1255 EINSTEIN WY	EINSTEIN PROJECT INC	\$0.00	\$0.00	\$0.00
21-159	5.46	HUBBLE DR	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-180-16	4.33	3176 YEAGER DR	LNRE PARTNERS LLC	\$168,300.00	\$716,700.00	\$885,000.00
21-180-15	4.00	3146 YEAGER DR	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-185-1	4.24	S HURON RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-180-11	2.49	ONTARIO RD	MEDNIKOW INC	\$96,800.00	\$753,800.00	\$850,600.00
21-155	18.79	2875 HUBBLE DR	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-162	13.98	3000 BLOCK WALKER DR	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-185-2	3.00	S HURON RD	SELCO SERVICE CORP	\$0.00	\$0.00	\$0.00
21-171-1	0.47	1038 ERIE RD	RONSMAN	\$53,800.00	\$72,900.00	\$126,700.00
21-193	0.86	S NORTHVIEW RD	RENTMEESTER	\$200.00	\$0.00	\$200.00
21-191	9.74	GRANDVIEW RD	RENTMEESTER	\$1,700.00	\$0.00	\$1,700.00

TID No. 12 Parcel Assessed Values Cont.

PARCEL ID	LOCATION	OWNER	LAND VALUE IMPROVEMENTS		TOTAL VALUE
21-170-2-2	1.50 1041 S HURON RD	ENGLEBERT			
21-170-2	1.50 900 BLOCK S HURON RD	A & K HOLDINGS LLC	\$0.00	\$0.00	\$0.00
21-200	0.29 1020 GRANDVIEW RD	FRANKOW	\$47,400.00	\$121,700.00	\$169,100.00
21-200	8.22 1020 GRANDVIEW RD	FRANKOW	\$47,400.00	\$121,700.00	\$169,100.00
21-170-2-1	3.00 900 BLOCK S HURON RD	ALL DEVELOPMENT LLC	\$228,700.00	\$0.00	\$228,700.00
21-201	0.07 PADI WOOD LN	PIERQUET FAMILY LTD PARTNERSHIP ETAL	\$5,100.00	\$0.00	\$5,100.00
21-194	37.91 1120 S NORTHVIEW RD	DEGRAVE LORRAINE C REV. TRUST	\$54,600.00	\$98,100.00	\$152,700.00
21-192	29.49 909 GRANDVIEW RD	RENTMEESTER	\$54,700.00	\$70,900.00	\$125,600.00
21-153	32.23 1000 KEPLER DR	B & G REALTY INC ETAL	\$0.00	\$0.00	\$0.00
21-201	28.29 PADI WOOD LN	PIERQUET FAMILY LTD PARTNERSHIP ETAL	\$5,100.00	\$0.00	\$5,100.00
21-199	35.12 3527 BLOCK ARLINE LN	PIERQUET FAMILY LTD PARTNERSHIP ETAL	\$6,300.00	\$0.00	\$6,300.00
21-199-2	2.56 3527 ARLINE LN	BUNKER ETAL	\$79,000.00	\$0.00	\$79,000.00
21-171-2	28.38 1038 ERIE RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-171-3	19.57 REAR ERIE RD	SELCO SERVICE CORP	\$0.00	\$0.00	\$0.00
21-170	70.63 900 BLOCK S HURON RD	SELCO SERVICE CORP	\$0.00	\$0.00	\$0.00
21-170-1	2.72 911 S HURON RD	PIONEER CREDIT UNION	\$279,800.00	\$0.00	\$279,800.00
21-188	1.00 962 S NORTHVIEW RD	SHANNON	\$40,000.00	\$133,900.00	\$173,900.00
21-195-2	5.45 720 BLOCK GRANDVIEW RD	PIERQUET ROSELLA REV. TRUST	\$56,900.00	\$1,400.00	\$58,300.00
21-169-2	4.07 723 S HURON RD	EASTERN HORIZONS LLC	\$60,700.00	\$0.00	\$60,700.00
21-22-1	2.35 3700 BLOCK FINGER RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-188-4	4.74 926 S NORTHVIEW RD	STROJNY	\$59,100.00	\$117,900.00	\$177,000.00
21-197	14.26 800 BLOCK ERIE RD	RUECKL ETAL	\$2,400.00	\$0.00	\$2,400.00
21-190	28.67 FINGER RD	RENTMEESTER	\$4,900.00	\$0.00	\$4,900.00
21-147	8.82 KEPLER DR	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-167	22.09 3400 BLOCK FINGER RD	G & H PROPERTIES LLP	\$3,700.00	\$0.00	\$3,700.00
21-189	9.56 3714 FINGER RD	RENTMEESTER MARVIN & MYRTLE REV. TRUST	\$1,900.00	\$0.00	\$1,900.00
21-188-1	0.85 3806 FINGER RD	KARNOPP	\$34,000.00	\$84,700.00	\$118,700.00
21-188-3	0.85 3818 FINGER RD	DEGRAVE	\$30,600.00	\$93,000.00	\$123,600.00
21-195-1	1.24 3672 FINGER RD	DAVISTER	\$52,900.00	\$86,500.00	\$139,400.00
21-188-5	2.44 3864 FINGER RD	GRAY ETAL	\$47,200.00	\$107,100.00	\$154,300.00
21-188-6	26.86 750 S NORTHVIEW RD	DEGREEF DOLORES R REV. TRUST	\$50,600.00	\$75,000.00	\$125,600.00
21-188-2	1.53 3890 FINGER RD	PHILLIPS	\$42,700.00	\$69,600.00	\$122,900.00
21-195	30.42 FINGER RD	PIERQUET FAMILY LTD PARTNERSHIP ETAL	\$5,900.00	\$0.00	\$5,900.00
21-197-5	4.04 3500 BLOCK FINGER RD	RUECKL	\$700.00	\$0.00	\$700.00

TID No. 12 Parcel Assessed Values Cont.

PARCEL ID	LOCATION	OWNER	LAND VALUE IMPROVEMENTS		TOTAL VALUE
21-169	19.72 3500 BLOCK FINGER RD	IMMEL BROTHERES PARTNERSHIP	\$3,300.00	\$0.00	\$3,300.00
21-169-1	0.93 3314 FINGER RD	PIONEER CREDIT UNION	\$41,300.00	\$153,800.00	\$195,100.00
21-147-1	0.89 2895 E MASON ST	JEHOVAHS WITNESSES CONGREGATION G B EAST INC	\$0.00	\$0.00	\$0.00
21-44-1	0.52 3319 FINGER RD	BUNKER	\$54,300.00	\$49,600.00	\$103,900.00
21-43	0.61 3315 FINGER RD	BUNKER	\$61,800.00	\$0.00	\$61,800.00
21-24	18.70 3731 FINGER RD	RENTMEESTER MARVIN & MYRTLE REVOCABLE TRUST	\$3,200.00	\$0.00	\$3,200.00
21-22	23.40 3731 FINGER RD	N & E REVOCABLE TRUST	\$53,500.00	\$68,600.00	\$122,100.00
21-44	26.15 FINGER RD	GREEN BAY CITY OF	-\$100.00	\$0.00	-\$100.00
21-172-1	2.41 3200 BLOCK FINGER RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-172	2.00 3266 FINGER RD	ADVANTAGE CREDIT UNION	\$259,200.00	\$0.00	\$259,200.00
21-172-2	24.53 3200 BLOCK FINGER RD	SUNRISE DEV LLC	\$3,900.00	\$0.00	\$3,900.00
21-39-2	1.99 FINGER RD	TERRACE LAKE VIEW LLC	\$273,400.00	\$244,400.00	\$517,800.00
21-39	5.25 3275 FINGER RD	TERRACE LAKE DEVELOPMENT LLC	\$583,100.00	\$600.00	\$583,700.00
	937.45		\$8,053,100.00	\$114,521,000.00	\$122,584,700.00

Projected TID 12 Tax Revenues for Primary Projects

Year	Value Date	District Valuation	Construction Increment	TID RATE	Tax Revenue	Anticipated Bond Amount	Est. Bond Payment	Cap Interest/ Begin Bal	Other Revenues	Balance
1	2005			\$22.50	\$0					
2	2006		30,000,000	\$22.05	\$0	\$7,000,000	\$200,000	\$1,000,000		\$800,000
3	2007	\$30,000,000	43,800,000	\$21.61	\$0		\$600,000	\$800,000	\$24,000	\$224,000
4	2008	\$74,700,000	3,000,000	\$21.18	\$648,270	\$4,000,000	\$695,000	\$224,000	\$6,720	\$183,990
5	2009	\$79,941,000		\$20.75	\$1,614,192		\$935,000	\$183,990	\$5,520	\$868,702
6	2010	\$82,339,230		\$20.34	\$1,692,896	\$4,000,000	\$1,045,000	\$868,702	\$26,061	\$1,542,659
7	2011	\$84,809,407		\$19.93	\$1,708,809		\$1,285,000	\$1,542,659	\$46,280	\$2,012,748
8	2012	\$87,353,689		\$19.53	\$1,724,872		\$1,285,000	\$2,012,748	\$60,382	\$2,513,003
9	2013	\$89,974,300		\$19.14	\$1,741,086		\$1,285,000	\$2,513,003	\$75,390	\$3,044,479
10	2014	\$92,673,529		\$18.76	\$1,757,452		\$1,285,000	\$3,044,479	\$91,334	\$3,608,266
11	2015	\$95,453,735		\$18.38	\$1,773,972		\$1,285,000	\$3,608,266	\$108,248	\$4,205,486
12	2016	\$98,317,347		\$18.02	\$1,790,648		\$1,285,000	\$4,205,486	\$126,165	\$4,837,298
13	2017	\$101,266,867		\$17.66	\$1,807,480		\$1,285,000	\$4,837,298	\$145,119	\$5,504,897
14	2018	\$104,304,873		\$17.30	\$1,824,470		\$1,285,000	\$5,504,897	\$165,147	\$6,209,514
15	2019	\$107,434,019		\$16.96	\$1,841,620		\$1,285,000	\$6,209,514	\$186,285	\$6,952,419
16	2020	\$110,657,040		\$16.62	\$1,858,931		\$1,285,000	\$6,952,419	\$208,573	\$7,734,923
17	2021	\$113,976,751		\$16.29	\$1,876,405		\$1,285,000	\$7,734,923	\$232,048	\$8,558,376
18	2022	\$117,396,054		\$15.96	\$1,894,043		\$1,285,000	\$8,558,376	\$256,751	\$9,424,170
19	2023	\$120,917,935		\$15.64	\$1,911,847		\$1,285,000	\$9,424,170	\$282,725	\$10,333,743
20	2024	\$124,545,473		\$15.33	\$1,929,819		\$1,285,000	\$10,333,743	\$310,012	\$11,288,574
21	2025	\$128,281,837		\$15.02	\$1,947,959		\$1,285,000	\$11,288,574	\$338,657	\$12,290,190
22	2026	\$132,130,293		\$14.72	\$1,966,270		\$1,285,000	\$12,290,190		\$12,971,460
23	2027	\$136,094,201		\$14.43	\$1,984,753		\$1,285,000	\$12,971,460		\$13,671,213
24	2028	\$140,177,027		\$14.14	\$2,003,410		\$1,285,000	\$13,671,213		\$14,389,623



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

March 18, 2025

PREPARED BY

Joanne Bungert, City Attorney, Matthew
Buchanan, Staff

AGENDA ITEM # K.3

To approve the first amendment to Development Agreement 17-02: Rail Yard North, with DDL Holdings, LLC.

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

BACKGROUND

The City and RDA entered into Development Agreement 17-02 with DDL Holdings, LLC ("Developer"), in 2017, for redevelopment of the northern portion of the Rail Yard. The development site included approximately 15.78 acres of land located in the vicinity of 420 and 520 N. Broadway. The development proposal included the rehabilitation and reuse of existing warehouse buildings, as well as new construction on undeveloped areas of the property. Specifically, existing warehouses were planned to be converted into office, commercial, and/or residential uses. Additionally, 20 new residential, owner-occupied, multi-story condominiums and/or townhomes were also planned. The project scope also included construction of public improvements necessary to service the redevelopment. Since the approval of the original development agreement, the developer has completed a significant amount of the proposed improvements and additional developments have come to fruition on what once was the Rail Yard mother parcel subject to Development Agreement 17-02..

The Developer requests an amendment to Development Agreement 17-02 to modify the scope and timeline of the project to reflect the current needs and prospects of the Rail Yard Development driven by economic, real estate and construction market factors. The changes include:

1. Reduction of housing units from twenty (20) owner-occupied, multi-story, residential units to eight (8) residential condominiums or townhomes
2. Reduction from twenty (20) owner-occupied residential units as part of a future project to fourteen (14) residential condominiums, townhomes or single-family units.
3. The final guaranteed minimum value remains the same at \$16,072,000.00; however, the deadline is shifting from January 1, 2024, to January 1, 2027.

The amendment also clarifies the calculations of PAYGo disbursements to be evaluated on an annual basis, not taking into account any surpluses or deficits from previous years and creates a carve out for a reduction to the original base value of the property for the additional developments that came online, subject to separate development agreements, but located on the Rail Yard mother parcel. Furthermore, updates to the remaining projects to be completed as Public Improvements are included as well.

Additionally, the amendment includes a provision for a payment in lieu of tax (PILOT) in the event that the guaranteed minimum assessed values are not reached in a given year. In such event, the developer will make an additional payment in an amount sufficient to meet the anticipated tax amount that would have been generated by the applicable guaranteed assessed value for that tax year.

Lastly, clarifications are made with respect to Future Project Grants. The concept of Future Project Grants was included in the original agreement, but was not fully developed. Following the execution of Development Agreement 17-02, there were continued discussions between staff and the Developer to further clarify the intention of the Future Project Grants and how they were to be realized. These discussions were never formalized into an amendment to the development agreement until now.

The intention for the Future Project Grants was to incentivize the developer, either through their own efforts or through agreements with other third-party developers, to create future and additional development projects for the Rail Yard site, by providing TIF incentive by way of a grant of funds, generated by cumulatively exceeding the guaranteed minimum values for all projects located at the site. If the cumulative assessed values exceed the guaranteed minimums by \$1,000,000.00, then the Developer would be eligible to receive \$100,000.00 in grant incentive.

The completed projects are generating value at the site and projections indicate that meeting the guaranteed valuations is possible. However, these amendments will be necessary for the developer to continue with the project.

RECOMMENDATION

Approval of the first amendment to Development Agreement 17-02: Rail Yard North, with DDL Holdings, LLC.

FISCAL IMPACT

To be discussed at the meeting.

ATTACHMENTS

1. IST Amendment to Development Agreement-Railyard North (3-7-25) FINAL RDA
2. Railyard DA 17-02 - Redline for Amendment-030725

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 17-02
RAILYARD: NORTH

This First Amendment to Development Agreement 17-02 (“First Amendment”) is made
this ____ day of March, 2025,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”),
and DDL HOLDINGS, LLC, a Wisconsin limited liability company (“Developer”)
(collectively the City, RDA and Developer are referred to herein as the “Parties”).

RECITALS

WHEREAS, the Developer RDA and the City are parties to Development Agreement 17-02, dated August 16, 2017, (“Agreement”) to acquire and develop property located at 420 N. Broadway (formerly Tax Parcel 5-1756 and now known as Tax Parcels 5-1768, 5-1769, 5-1770, 5-1771, 5-1772, 5-1773, 5-1774, 5-1779, 5-1780, 5-1781, 5-1782, 5-1783, 5-1784, 5-1785, 5-1786) and 520 N. Broadway (formerly Tax Parcel 5-1757 and now known as Tax Parcels 5-1757 and 5-1757-1) (collectively, the “Property”) to create and construct a high-quality, high-density, mixed-use development (the “ Proposed Project”); and

WHEREAS, the Parties now desire to amend the Agreement to provide for changes to the scope and time of the Proposed Project and to clarify additional provisions with respect to the parties obligations and certain financial incentives as set forth herein.

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

I. Amendments. The Agreement is hereby amended as follows:

- A. In Section D.3. of the Recitals, delete the entire subsection and replace with:
 - 3. Construct eight (8) new residential condominiums and/or townhome units along the eastern Property line; and
- B. In Section D.4. of the Recitals, delete the entire subsection and replace with the following:
 - 4. Construct all Public Improvements (as defined below)

necessary to service the foregoing buildings and improvements. The proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B. The Developer, or any successor developer or third party under any Development Agreement, whether previously entered into or entered into in the future, shall construct an additional fourteen (14) residential condominiums, townhomes, or single family units on the Property prior to January 1, 2029 as part of a Future Project.

C. In Article II. Section D. delete the entire section and replace with the following:

D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be three million, nine hundred and ninety-four thousand, and one hundred dollars (\$3,994,100.00), which such aggregate assessed value shall be reduced upon the issuance of a certificate of occupancy related to any Development Agreements entered into between the RDA and or City with any third party (whether or not Developer is a party to any such Development Agreements) with respect to the Property (or any portion thereof) and/or any real estate located in the Rail Yard District north of Kellogg Street whether now existing or in the future, and such reduction shall be equal to the amount of the aggregate assessed value, which may otherwise be defined or described as the Base Value, related to the Property (or any portion thereof) and/or any real estate located in the Railyard District north of Kellogg street as set forth in the aforementioned Development Agreements.

D. In Article II. Section H. delete the entire section and replace with the following:

H. "Future Project" means any Private Improvements located on the Property, which are constructed at any time after the date of Development Agreement 17-02, which shall be limited to forms and uses stipulated in the Planned Unit Development ("PUD") for the Property, and which result in a collective increase of the total aggregate assessed value of the Property over and above the guaranteed aggregate assessed value of Sixteen Million Seventy-two Thousand Dollars (\$16,072,000.00) for the Project (as defined in Development Agreement 17-02). Each such Private Improvement that results in the guaranteed aggregate assessed value of the Property exceeding Sixteen Million Seventy-two Thousand

Dollars (\$16,072,000.00) on a cumulative basis shall qualify as a Future Project. For clarification purposes, (i) any future modifications to or renovation of Building “T” to accommodate, support or supplement development of Tax Parcel 5-1771 (or any part thereof) and (ii) any development of the vacant land located on Tax Parcel 5-1757, shall not be deemed part of the Project and shall be deemed a Future Project hereunder.

E. In Article II. Section M. add new subsections 7. and 8. as follows:

7. any and all professional fees, including without limitation, architect, engineering, surveying, property management, construction management and consulting fees, incurred by Developer in connection with any of the foregoing; and

8. any and all interest expense incurred by Developer related to the financing of any of the foregoing.

F. In Article II., add the following as new Section O:

O. “Remaining Public Improvements” means (i) the following infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, and which remain to be completed as of the date hereof: (1.) remaining sidewalk, and concrete terraced, tree pits along Kellogg Street, Bond Street, and Donald Driver Way, (2.) roadway stripping that is not currently in place and (3.) planting of trees along Kellogg Street, Bond Street and Donald Driver Way pursuant to the landscape plans and tree pit plans in accordance with and as depicted in Exhibit D attached hereto, (ii) any and all professional fees, including without limitation, architect, engineering, surveying, property management, construction management, and consulting fees, incurred by Developer in connection with any of the foregoing, and (iii) any and all interest expense incurred by Developer related to the financing of any of the foregoing. The parties agree that the term “Remaining Public Improvements” and the term “Public Improvements” shall not include the installation of light pole no. twelve (12), which shall be the sole responsibility of the City once the existing overhead powerline has been removed (note the light pole and components were previously paid for by Developer and delivered to the City).

G. Attached hereto as **Schedule I** is a copy of Exhibit D to be incorporated

as part of the Agreement by attachment hereto and reference herein.

- H. In Article II, former Sections O, P, Q, R, S and T shall be re-lettered as sections P, Q, R, S, T and U respectively.
- I. In Article II. Section S. (formerly Q.), delete the entire section and replace with the following:
 - S. “TID” means Tax Increment District No. Fourteen (14) of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 14 in 2006; TID 14 terminates in 2036.
- J. In Article III. Section B.I.b), delete the entire subsection (b) and replace with the following:
 - b) The City shall provide Developer a schedule of the annual costs of debt service associated with such Project Grant, which is herein attached as EXHIBIT C. The parties agree that EXHIBIT C shall be modified to include the annual cost of debt service, if any, related to future Project Grants awarded to Developer subsequent to _____, 2025¹ pursuant to the terms of this Agreement. City, RDA and Developer agree that any negative Increment Balance (as defined below), which may have resulted from the Tax Increment for any particular year being less than the amount required to pay the debt service reflected in columns “A” and “B” on EXHIBIT C for such year, shall not be considered when calculating any PAYGo Reimbursement payments for any future year. It being the parties’ intentions that the calculation of each annual PAYGo Reimbursement payment shall be determined separately, and on a non-cumulative basis, from each other year, whereby any prior year’s deficit or surplus shall not be taken into consideration when determining the PAYGo Reimbursement payment for the year at issue. The term “Increment Balance” shall mean the Tax Increment for any particular year less the annual debt service for such year as identified on EXHIBIT C. City, RDA and Developer agree that columns “C” and “D” on EXHIBIT C are for illustrative purposes only and shall not be utilized in determination of any PAYGo Reimbursement payment to Developer under this Agreement. The debt service referenced in columns “C” and “D” on EXHIBIT C are addressed under the Development Agreement 19-01 Broadway Lofts @ The Rail Yard, dated January 16, 2019, and the Development Agreement 21-07 TWG 2 @ The Rail Yard, dated August 30, 2022,

¹ [NTD: Date of this Amendment.]

respectively (collectively, the “TWG Development Agreements”), and all such debt service shall be paid pursuant to the aforementioned TWG Development Agreements.

K. In Article III. Section B.1.c), delete the entire subsection c) and replace with the following:

- c) In order for the City to cover the costs of debt service associated with such Project Grant, the Developer guarantees that the Property shall have a minimum aggregate assessed value of:
 - i. Eight million dollars (\$8,000,000.00) by January 1, 2023;
 - ii. Ten million, six hundred thousand dollars (\$10,600,000.00) by January 1, 2024;
 - iii. Twelve million, eight hundred thousand dollars (\$12,800,000.00) by January 1, 2025;
 - iv. Fourteen million, nine hundred thousand dollars (\$14,900,000.00) by January 1, 2026; and
 - v. Sixteen million seventy-two thousand dollars (\$16,072,000.00) by January 1, 2027, and for each January 1 through termination of the TID.

L. In Article III. Section B.2. delete the entire subsection and replace with the following:

2. Future Project Grant. The City will provide additional TIF Incentives in the form of Future Project Grants to Developer in the event that guaranteed minimum assessed values are exceeded on or before January 1, 2029. For avoidance of doubt, it is the parties’ intention that the purpose of providing TIF Incentives in the form of Future Project Grants is to provide a TIF Incentive for repayment of Qualified Expenditures, whereby if the aggregate assessed value of the Property exceeds the Cumulative Guaranteed Minimum (as defined below), whether due to a Future Project or due to the market appreciation in value of the Property, then a Future Project Grant may be requested in accordance with the following terms:

- a) Developer may request a Future Project Grant in an amount equal to one-hundred thousand dollars (\$100,000.00) per each one-million dollars (\$1,000,000.00) of aggregate assessed value of the Property on or before January 1, 2029, above the then applicable guaranteed aggregate minimum assessed value amounts

("Cumulative Guaranteed Minimum") set forth in this Agreement in Article III. Section B.1.c. AND in any Development Agreements entered in to by and between the City, RDA, Developer and any third party with respect to any portion of the Property (collectively, "Related Development Agreements"). For clarification purposes, Developer has the right to submit an annual request for a Future Project Grant for an increase in the aggregate assessed value of the Property that occurs on or before January 1, 2029, above the then applicable Cumulative Guaranteed Minimum values set forth in this Agreement and or any Related Development Agreements cumulatively for both existing projects and Future Projects. For example purposes only, assuming the applicable Cumulative Guaranteed Minimum values set forth in this Agreement and Related Development Agreements on or before January 1, 2027 totals \$44,572,000.00 for that applicable tax year of 2027, then, if the aggregate assessed values for the Property subject to this Agreement and Related Development Agreements in total equals less than the then applicable Cumulative Guaranteed Minimum, Developer shall not be eligible to receive a Future Project Grant; similarly if the aggregate assessed values for the Property in total exceeds the then applicable Cumulative Guaranteed Minimum, a Future Project Grant shall be available to the Developer by request in an amount of \$100,000.00 for every \$1,000,000 in assessed value above the then applicable Cumulative Guaranteed Minimum (e.g., Future Project Grant of \$100,000.00 if the aggregate assessed values for the Property is \$45,572,000.00 on or before January 1, 2027).

- b) Future Project Grants awarded under this section may be requested by Developer from the RDA and City on an annual basis commencing with the 2026 tax year, payable in 2027, and ending on December 31, 2029, payable in 2030.
- c) Each Future Project Grant must be for purposes of paying certain Qualified Expenditures as referenced below. As part of the request for a Future Project Grant, the Developer shall provide to the RDA and City written evidence that Developer or any of its successors-in-interest of any part of the Property has incurred any such Qualified Expenditures. Within thirty (30) days of receipt of such aforementioned evidence, the City or the RDA shall disburse to Developer such portion of the Future Project Grant necessary to pay such Qualified Expenditures; provided, however, that any such disbursement shall be conditioned upon the real estate taxes for the Property(ies) for the year of such request being paid in full.
- d) For purposes of this Section B.2., the assessed value for the Property(ies) subject to this Agreement and any Related

Development Agreements shall be the assessed value reflected on the most current real estate tax records for such Property(ies).

M. In Article III. Section B.3., delete the entire subsection and replace with the following:

3. Qualified Expenditures. Project Grant(s) shall be disbursed to fund:

- a) Public Improvements, as defined in Article II. Section M., all Remaining Public Improvements, as defined in Article II. Section O., and environmental remediation and asbestos abatement as required by State and Federal law;
- b) Any and all demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; construction of building foundations; or underground parking; parking lot construction; any and all professional fees, including without limitation, architect, engineering, surveying, property management, construction management, and consulting fees, incurred by Developer in connection with any of the foregoing, and any and all interest expense incurred by Developer related to the financing of any of the foregoing; and
- c) Any other activity specifically approved by the RDA.

The parties acknowledge and agree that all Public Improvements have been completed except for the Remaining Public Improvements and that disbursements of Project Grants shall be made to fund any and all Qualified Expenditures set forth above.

N. In Article III. Section B.4.d.), delete the entire subsection d) and replace with the following:

- d) Developer shall not be entitled to any Available Tax Increment unless the City's annual debt service obligations for this Project and each Project Grant are met for that particular year. Should the annual debt service payment not consume all of the Available Tax Increment, the remaining Available Tax Increment shall be known as "TIF Increment" and be

distributed to Developer in the following priority:

1. Future Project Grants if requested and applicable pursuant to the requirements set forth Article III. Section B.2.
2. Once a Future Project Grant has been issued, or if none are requested, the City shall pay fifty percent (50%) of the TIF Increment to the Developer ("PAYGO Reimbursement").

O. In Article III. Section B.4.e), delete the entire subsection e) and replace with the following:

- e) PAYGo Reimbursement payments will be payable to Developer through the date of termination of the TID and shall be paid in the year following the year of the Available Tax Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Property for the previous year. For example, if the first occupancy permit is issued on September 1, 2018, the Available Tax Increment would be determined as of January 1, 2019 and the PAYGo Reimbursement would first be payable in 2020.

P. In Article III. Section B.4., create a new section "f)." with the following language:

- f). Guaranteed Minimum Payment; Payment in Lieu. Notwithstanding anything to the contrary herein, in the event that the aggregated assessed value as set forth in this Agreement shall fall below the amounts set forth in Article III section B.1.c) ("Guaranteed Minimum") for the applicable tax year related to each of the Guaranteed Minimum amounts referenced therein, and with respect to the Guaranteed Minimum amount and applicable tax year set forth in Article III Section B.1.c), then in any given tax year each year thereafter during the statutory life of the TID District (the "PILOT Term"), then the Developer or any successor owner or assignee of the Project shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in an amount sufficient to meet the then applicable Guaranteed Minimum which such payment shall be calculated and defined as follows: the then applicable aggregated assessed value multiplied by the applicable tax year's Mill Rate divided by one-thousand (1,000) less any property tax payments paid by

Developer as assessed for the Property for that applicable tax year (the "Payment in Lieu"). The Guaranteed Minimum and/or Payment in Lieu shall be available to Developer for reimbursement of the Developer's Qualified Expenditures, provided Developer qualifies for the TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid for the Qualified Expenditures. Such Payment in Lieu shall be due and payable at the same time and in the same manner as the ad valorem taxes are due and payable for such year by an invoice issued by the City of Green Bay.

If the Developer or any successor owner or assignee fails to make the Payment in Lieu when due, the City may, in addition to all other remedies available to it, levy a special assessment against the Project and/or Property in the amount of the difference between the actual TIF Incentive available for reimbursement to the Developer and the then applicable Guaranteed Minimum. Any and all notice and hearing requirements which may be required under the law for such special assessment are hereby waived by Developer. Notwithstanding the levying of such special assessment, the payment obligation under this Section shall be the personal obligation of the person or entity that is the owner of the Project and/or the Property at the time that the then applicable aggregated assessed value falls below the then applicable Guaranteed Minimum.

The covenants contained in this Section shall be deemed to be covenants running with the land and shall be binding upon all owners of any portion of the Project and/or the Property for the duration of the PILOT term. The City is hereby expressly declared to be a beneficiary of such covenants and is entitled to enforce the same against all successor owners or assignees of the Project and/or the Property.

Notwithstanding anything in this Section to the contrary, Developer and or any successor or assignee thereof shall only be liable to make any Payment in Lieu for only that part of the Project and/or Property then owned by the Developer and or any successor or assignee thereof.

Q. In Article IV. Section L., delete the entire section and replace with the following:

L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than March 1, 2018. Construction of the Project (as defined in the Recitals) shall be completed no later than December 1, 2025. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

Q. In Article VIII. Section B., create a new subsection 8. with the following language:

8. Withholding of TIF Payment. If at any time the City determines that the Developer's obligations defined in this Agreement are not being met to the City's reasonable satisfaction, the City may withhold annual TIF payments and or Project Grants until the City reasonably determines those obligations are met .

R. In Article X. Section I., delete the notice information for the Developer and replace with the following:

To the Developer: DDL HOLDINGS, LLC
Attention: Paul B. Belschner and
John F. Kress
340 North Broadway, Suite 460
Green Bay, WI 54303

S. In Article X., add the following new section T.:

T. Due Authority. Prior to execution of this First Amendment, Developer shall provide to the City and RDA a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions with respect to the Developer.

T. Exhibit C. Exhibit C to the Agreement shall be replaced with the Exhibit C attached to this First Amendment as **Schedule 2.**

2. **Remaining Terms and Conditions.** The Parties hereby acknowledge and agree that, as of the date hereof, the Agreement is in full force and effect, and that except as amended as set forth herein, all terms and conditions of the

Agreement shall remain unchanged and the Agreement, as amended by this First Amendment, shall remain in full force and effect.

3. **Governing Law.** The laws of the State of Wisconsin shall govern this First Amendment.
4. **Counterparts/Electronic Signatures.** This First Amendment may be executed in counterparts, all of which shall constitute the same agreement. Signatures of the parties transmitted by facsimile transmission or electronic pdf. format (via email) shall be deemed to be original signatures for all purposes.

[Signature pages follow]

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

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

ACKNOWLEDGMENT

[illegible]

Personally came before me this _____ day of _____ 2025, the above named John F. Kress, on behalf of DDL Holdings, LLC. a Wisconsin Limited Liability Company to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, Brown County, Wisconsin

My Commission Expires _____

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

[illegible]

Personally came before me this _____ day of _____ 2025, the above named Eric Genrich and Celestine Jeffreys, with signature authority for the City of Green Bay, a Wisconsin Municipal Authority, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

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

By: _____
Gary J. Delveaux, Chair

By: _____
Cheryl Renier-Wigg, Executive Director

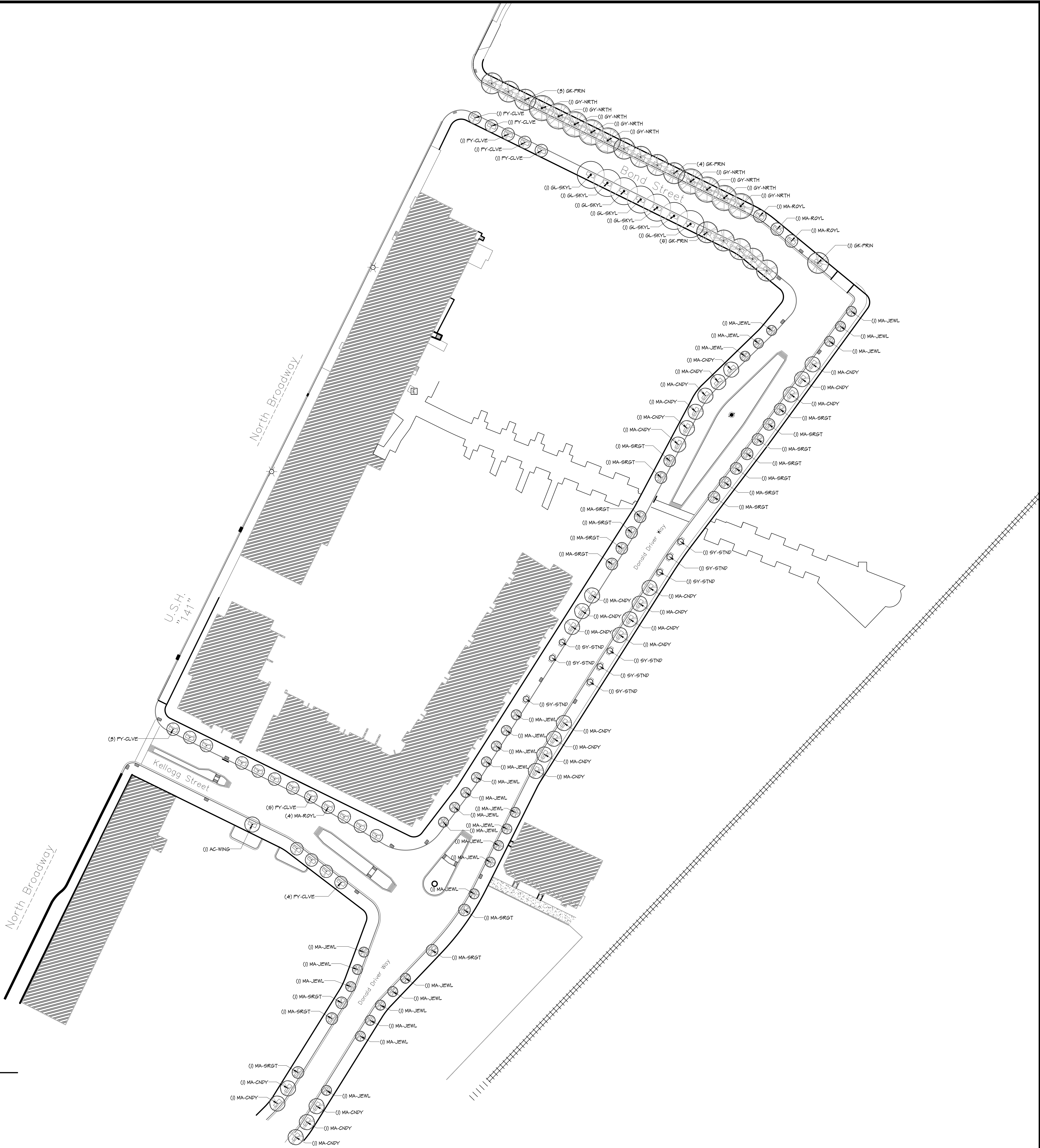
ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2025, the above named Gary J. Delveaux and Cheryl Renier-Wigg, with signature authority for the Redevelopment Authority of the City of Green Bay, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

SCHEDULE I
Exhibit D – Landscape Plans



PLANT SCHEDULE STREETTREES							
DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	ZONE	MAX. HT.
AC-WING	1	Acer tataricum 'GarAnn'	Hot Wings Tatarian Maple	1.75' Cal.	B&B	Zone 3	25'
GK-PRIN	13	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Ginkgo	1.75' Cal.	B&B	Zone 4	40'
GL-SKYL	7	Gleditsia triacanthos 'Skyline'	Skyline Honey Locust	2.00' Cal.	B&B	Zone 3	60'
GY-NRTH	9	Gymnocladus dioica 'UMNSynergy'	True North Kentucky Coffeetree	1.75' Cal.	B&B	Zone 4	35'
MA-SRGT	18	Malus sargentii	Sargent Crabapple	2.00' Cal.	B&B	Zone 4	8'
MA-CANDY	25	Malus x 'Candyminit'	Candyminit Crabapple	2.00' Cal.	B&B	Zone 4	14'
MA-JEWEL	25	Malus x 'Jewelole'	Red Jewel Crabapple	2.00' Cal.	B&B	Zone 4	18'
MA-ROYL	7	Malus x 'Royal Raindrops'	Royal Raindrops Crabapple	2.00' Cal.	B&B	Zone 4	20'
PY-CLND	17	Pyrus calleryana 'Glen's Form'	Cleveland Select/Chanticleer Pear	2.00' Cal.	B&B	Zone 5	35'
SY-STNE	9	Syringa meyeri 'Palibin'	Dwarf Korean Lilac	#15	Pot	Zone 4	8'

SCHEDULE 2

Exhibit C – Annual Costs of Debt Service for Project Grants

Exhibit C - Annual Costs of Debt Service for Project Grants

Parcels 5-1756 & 5-1757, 15.777 acres and \$3,944,100 Base value

Development agreement		Guaranteed	Project grants dollars paid	1-1-2023 Assessed values	1-1-2023	Date to reach guarantee
		minimum assessment			Assessed value shortfall	
#17-02	Railyard	16,072,000	2,100,000	9,076,500	6,995,500	1/1/2027
#19-01	Lofts	7,500,000	750,000	7,844,300	(344,300)	2/28/2020
#21-07	Fort	21,000,000	2,100,000	1,319,100	19,680,900	12/1/2024
TOTAL ASSESSED		44,572,000	4,950,000	18,239,900	26,332,100	

New Project grant earned schedule:

Minimum assessed	44,572,000	4,950,000	44,572,000
Future projects		100,000	1,000,000
Future projects		100,000	1,000,000
Future projects		100,000	1,000,000
Future projects		100,000	1,000,000
Future projects		100,000	1,000,000
TOTAL ASSESSED	44,572,000	5,450,000	49,572,000

		A	B	C	D	E
		Infrastructure	17-02	19-01	21-07	TOTAL
DEBT SERVICE		\$1,250,000	\$850,000	\$750,000	\$2,100,000	\$4,950,000
	2016	95,806				95,806
	2017	95,806				95,806
	2018	95,806	64,500			160,306
	2019	95,806	64,500			160,306
	2020	95,806	64,500	65,042		225,348
	2021	95,806	64,500	65,042	190,024	415,372
	2022	95,806	64,500	65,042	190,024	415,372
	2023	95,806	64,500	65,042	190,024	415,372
	2024	95,806	64,500	65,042	190,024	415,372
	2025	95,806	64,500	65,042	190,024	415,372
	2026	95,806	64,500	65,042	190,024	415,372
	2027	95,806	64,500	65,042	190,024	415,372
	2028	95,806	64,500	65,042	190,024	415,372
	2029	95,806	64,500	65,042	190,024	415,372
	2030	95,806	64,500	65,042	190,024	415,372
	2031	95,806	64,500	65,042	190,024	415,372
	2032	95,806	64,500	65,042	190,024	415,372
	2033	95,806	64,500	65,042	190,024	415,372
TOTAL		1,724,508	1,032,000	910,588	2,470,312	6,137,408



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 17-02
RAILYARD: NORTH

This Development Agreement is made this _____ day of _____, 2017,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and DDL HOLDINGS, LLC a Wisconsin limited liability company ("Developer").

RECITALS

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

Tax Parcel	Address	Acres
5-1756	420 N BROADWAY	14.553
5-1757	520 N BROADWAY	1.224

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately 15.777 acres of land. A legal description of the Property is herein attached as EXHIBIT A.
- C. Developer shall purchase the Property from the RDA for two million six hundred thousand dollars (\$2,600,000.00).
- D. Developer desires to create a high-quality, high-density, mixed-use development on the Property. At present, Developer intends to complete a project that involves the following components (the "Project"):
1. Rehabilitate "Building R", the vacant, historical three (3)-story warehouse of approximately fifty-seven thousand six hundred (57,600) square feet into office and commercial space;
 2. Rehabilitate "Building T", the vacant, historical three (3)-story warehouse of approximately forty-three thousand two hundred (43,200) square feet into office, commercial, and/or residential space;
 3. Construct ~~twenty (20)~~ eight (8) new residential, ~~owner-occupied, multi-story~~ condominium and/or townhome units along the eastern Property line; and
 4. Construct all Public Improvements (as defined below) necessary to service the foregoing buildings and improvements.

The proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B. The Developer, ~~or any successor developer or third party under any Development Agreement, whether previously entered into or entered into in the~~

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(p) 920.448.3400 (f) 920.448.3426 greenbaywi.gov

future, shall construct an additional ~~twenty (20)-fourteen (14) owner-occupied residential condominiums, townhomes or single-family~~ units on the Property prior to January 1, ~~2029~~ 2026 as part of a Future Project.

- E. As of January 1, 2016, the Property has an aggregate assessed value of \$0.00, because it is owned by the RDA, which is exempt from real estate taxes. For the purposes of this Agreement, the Base Value of the Property shall be three million, nine hundred and ninety four thousand, and one hundred dollars (\$3,994,100.00), which based on the assessed tax rates in effect as of January 1, 2016, the Property would have yielded approximately:
1. \$89,847.55 in total real estate taxes annually (assessed mill rate of \$22.49);
 2. \$75,776.40 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 \$22.32); and
 3. \$35,355.75 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.85).
- F. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be sixteen million, seventy-two thousand dollars (\$16,072,000.00) which is anticipated to yield approximately:
1. \$361,459.28 in total real estate taxes annually (assessed mill rate of \$22.49);
 2. \$358,727.04 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 \$22.32); and
 3. \$142,237.20 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.85).
- 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. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District No. Fourteen (14) (the "TID"), which will provide part of the financing for certain costs of the Project.
- H. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; construction of building foundations; underground parking; parking lot construction; storm water management facilities; or the construction of public works infrastructure, which will constitute Qualified Expenditures (as defined below) for which TIF assistance may be afforded Developer.
- I. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- J. In order to induce Developer to undertake the Project, such that Developer remediates environmental hazards, enhances the physical landscape, removes blight, expands the range of residential products, adds residents, and encourages additional investment and development, and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.

C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.

~~D.~~ "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be three million, nine hundred and ninety four thousand, and one hundred dollars (\$3,994,100.00), which such aggregate assessed value shall be reduced upon the issuance of a certificate of occupancy related to any Development Agreements entered into between the City and or RDA and with any third party (whether or not Developer is a party to any such Development Agreements) with respect to the Property (or any portion thereof) and/or any real estate located in the Rail Yard District north of Kellogg Street whether now existing or in the future, and such reduction shall be equal to the amount of the aggregate assessed value, which may otherwise be defined or described as the Base Value, related to the Property (or any portion thereof) and/or any real estate located in the Railyard District north of Kellogg street as set forth in the aforementioned Development Agreements.

~~D.E.~~ "City" means the City of Green Bay, Brown County, Wisconsin.

~~E.F.~~ "Concept Plan" means the plan for the Project.

~~F.G.~~ "Developer" means DDL HOLDINGS, LLC, or any assignee of the same.

~~G.H.~~ "Future Project" means any Private Improvements located on the Property, that will be which are constructed at any time after the date of the Development Agreement 17-02 in the future, which shall be limited to forms and uses stipulated in the Planned Unit Development ("PUD") for the Property, and which result in a ~~collective~~ total increase of the ~~total~~ aggregate assessed value of the Property over and above the guaranteed aggregate assessed value of Sixteen Million Seventy Two Thousand Dollars (\$16,07200,000.00) for the Project (as defined in Development this Agreement 17-02). Each such Private Improvement that results in the guaranteed aggregated assessed value of the Property exceeding Sixteen Million Seventy-two Thousand Dollars (\$16,072,000.00) on a cumulative basis shall qualify as a Future Project. For clarification purposes, (i) any future modifications to or renovation of building "T" to accommodate, support or supplement development of Tax Parcel 5-1771 (or any part thereof) and (ii) any development of the vacant land located on Tax parcel 5-1757, shall not be deemed part of the Project and shall be deemed a Future Project hereunder.

~~H.I.~~ "Plans and Specifications" means the plans and specifications developed for the Project.

~~I.J.~~ "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.

~~J.K.~~ "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.

~~K.L.~~ "Project" means the Project as defined in the Recitals.

L.M. “Public Improvements” means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, or which affect or are otherwise necessary for construction of Public Improvements, including without limitation:

1. road, pedestrian, and bicycle improvements; and
2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
3. telephone, high-speed cable, and related technology infrastructure; and
4. natural gas, electrical power, and other public utilities; and
5. any related engineering, grading, erosion control, and landscaping; and
6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
7. any and all professional fees, including without limitation, architect, engineering, surveying, property management, construction management, and consulting fees, incurred by Developer in connection with any of the foregoing; and
- 6-8. any and all interest expense incurred by Developer related to the financing of any of the foregoing.

N. “Qualified Expenditures” means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.

M.O. “Remaining Public Improvements” means (i) the following infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, and which remain to be completed as of the date hereof: (1.) remaining sidewalk, and concrete terraced, tree pits along Kellogg Street, Bond Street, and Donald Driver Way, (2.) roadway stripping that is not currently in place and (3.) planting of trees along Kellogg Street, Bond Street and Donald Driver Way pursuant to the landscape plans and tree pit plans in accordance with and as depicted in Exhibit D attached hereto, (ii) any and all professional fees, including without limitation, architect, engineering, surveying, property management, construction management, and consulting fees, incurred by Developer in connection with any of the foregoing, and (iii) any and all interest expense incurred by Developer related to the financing of any of the foregoing. The parties agree that the term “Remaining Public Improvements” and the term “Public Improvements” shall not include the installation of light pole no. twelve (12), which shall be the sole responsibility of the City once the existing overhead powerline has been removed (note the light pole and components were previously paid for by Developer and delivered to the City).

N.P. “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.

O.Q. “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.

P.R. “Tax Increment” means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having

as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.

Q.S. "TID" means Tax Increment District No. Fourteen (14) of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 14 in 2006; TID 14 terminates in ~~2036~~2033.

R.T. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.

S.U. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.

B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be composed of the following:

1. Project Grant. The City shall provide to Developer two million, one hundred thousand dollars (\$2,100,000.00) of TIF Incentive as a Project Grant upon Developer fulfilling all obligations identified in Sections IV.A., IV.B., IV.C., IV.E., IV.F., IV.G., IV.H., and IV.I. of this Agreement regarding the proposed Project.

a) Such Project Grant shall be for purposes of paying certain Qualified Expenditures as referenced below. Developer shall provide the RDA with written evidence that Developer has incurred any such Qualified Expenditures and within thirty (30) days of receipt of such aforementioned evidence, the City or the RDA shall disburse to Developer such portion of the Project Grant necessary to pay such Qualified Expenditures.

b) ~~The City shall provide Developer a schedule of the annual costs of debt service associated with such Project Grant, which is herein attached as EXHIBIT C. The City shall provide Developer a schedule of the annual costs of debt service associated with such Project Grant, which is herein attached as EXHIBIT C. The parties agree that EXHIBIT C shall be modified to include the annual cost of debt service, if any, related to future Project Grants awarded to Developer subsequent to _____, 2025 pursuant to the terms of this Agreement. City, RDA and Developer agree that any negative Increment Balance (as defined below), which may have resulted from the Tax Increment for any particular year being less than the amount required to pay the debt service reflected in columns "A" and "B" on EXHIBIT C for such year, shall not be considered when calculating any PAYGo Reimbursement payments for any future year. It being the parties' intentions that the calculation of each annual PAYGo Reimbursement payment shall be determined separately, and on a non-cumulative basis, from each other year, whereby any prior year's deficit or surplus shall not be taken into consideration when determining the PAYGo Reimbursement payment for~~

the year at issue. The term "Increment Balance" shall mean the Tax Increment for any particular year less the annual debt service for such year as identified on EXHIBIT C. City, RDA and Developer agree that columns "C" and "D" on EXHIBIT C are for illustrative purposes only and shall not be utilized in determination of any PAYGo Reimbursement payment to Developer under this Agreement. The debt service referenced in columns "C" and "D" on EXHIBIT C are addressed under the Development Agreement 19-01 Broadway Lofts @ The Rail Yard, dated January 16, 2019, and the Development Agreement 21-07 TWG 2 @ The Rail Yard, dated August 30, 2022, respectively (collectively, the "TWG Development Agreements"), and all such debt service shall be paid pursuant to the aforementioned TWG Development Agreements

- c) In order for the City to cover the costs of debt service associated with such Project Grant, The Developer guarantees that the Property shall have a minimum aggregate assessed value of:

- (I) Eight million dollars (\$8,000,000.00) by January 1, ~~2023~~2020;
- (II) Ten million, six hundred thousand dollars (\$10,600,000.00) by January 1, ~~2024~~2021;
- (III) Twelve million, eight hundred thousand dollars (\$12,800,000.00) by January 1, ~~2025~~2022;
- (IV) Fourteen million, nine hundred thousand dollars (\$14,900,000.00) by January 1, ~~2026~~2023; and
- (V) Sixteen million dollars (\$16,000,000.00) by January 1, ~~2027~~2024, and for each January 1 through termination of the TID.

2. Future Project Grant. The City will provide additional TIF Incentives in the form of Future Project Grants to Developer in the event that guaranteed minimum assessed values are exceeded on or before January 1, 2029. For avoidance of doubt, it is the parties' intention that the purpose of providing TIF Incentives in the form of Future Project Grants is to provide a TIF Incentive for repayment of Qualified Expenditures, whereby if the aggregate assessed value of the Property exceeds the Cumulative Guaranteed Minimum (as defined below), whether due to a Future Project or due to the market appreciation in value of the Property, then a Future Project Grant may be requested in accordance with the following terms:

- a) Developer may request a Future Project Grant in an amount equal to one-hundred thousand dollars (\$100,000.00) per each one-million dollars (\$1,000,000.00) of aggregate assessed value of the Property on or before January 1, 2029, above the then applicable guaranteed aggregate minimum assessed value amounts ("Cumulative Guaranteed Minimum") set forth in this Agreement in Article III, Section B.I.c. AND in any Development Agreements entered in to by and between the City, RDA, Developer and any third party with respect to any portion of the Property (collectively, "Related Development Agreements"). For clarification purposes, Developer has the right to submit an annual request for a Future Project Grant for an increase in the aggregate assessed value of the Property that occurs on or before January 1, 2029, above the then applicable Cumulative Guaranteed Minimum values set forth in this Agreement and or any Related Development Agreements

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cumulatively for both existing projects and Future Projects. For example purposes only, assuming the applicable Cumulative Guaranteed Minimum values set forth in this Agreement and Related Development Agreements on or before January 1, 2027 totals \$44,572,000.00 for that applicable tax year of 2027, then, if the aggregate assessed values for the Property subject to this Agreement and Related Development Agreements in total equals less than the then applicable Cumulative Guaranteed Minimum, Developer shall not be eligible to receive a Future Project Grant; similarly if the aggregate assessed values for the Property in total exceeds the then applicable Cumulative Guaranteed Minimum, a Future Project Grant shall be available to the Developer by request in an amount of \$100,000.00 for every \$1,000,000 in assessed value above the then applicable Cumulative Guaranteed Minimum (e.g., Future Project Grant of \$100,000.00 if the aggregate assessed values for the Property is \$45,572,000.00 on or before January 1, 2027).

b) Future Project Grants awarded under this section may be requested by Developer from the RDA and City on an annual basis commencing with the 2026 tax year, payable in 2027, and ending on December 31, 2029, payable in 2030.

c) Each Future Project Grant must be for purposes of paying certain Qualified Expenditures as referenced below. As part of the request for a Future Project Grant, the Developer shall provide to the RDA and City written evidence that Developer or any of its successors-in-interest of any part of the Property has incurred any such Qualified Expenditures. Within thirty (30) days of receipt of such aforementioned evidence, the City or the RDA shall disburse to Developer such portion of the Future Project Grant necessary to pay such Qualified Expenditures; provided, however, that any such disbursement shall be conditioned upon the real estate taxes for the Property(ies) for the year of such request being paid in full.

d) For purposes of this Section B.2., the assessed value for the Property(ies) subject to this Agreement and any Related Development Agreements shall be the assessed value reflected on the most current real estate tax records for such Property(ies).

(A)

2. Future Project Grants. The City will provide additional TIF Incentives as Future Project Grants to Developer in an amount equal to one hundred thousand dollars (\$100,000.00) per each one million dollars (\$1,000,000.00) of guaranteed aggregate assessed value for each Future Project, upon Developer, or any of its successors-in-interest of any part of the Property, fulfilling all obligations identified in in Sections IV.A., IV.B., IV.C., IV.E., IV.F., IV.G., IV.H., and IV.I. of this Agreement for each such Future Project.

a) Each Future Project Grant shall be for purposes of paying certain Qualified Expenditures as referenced below. Developer shall provide the RDA with written evidence that Developer or any of its successors in interest of any part of the Property has incurred any such Qualified Expenditures and within thirty (30) days of receipt of such aforementioned evidence, the City or the RDA shall disburse to Developer such portion of the Project Grant necessary to pay such Qualified Expenditures.

b) The City shall provide Developer a schedule of the annual costs of debt service associated with each Future Project Grant, which shall be herein attached as an additional EXHIBIT.

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~~e) In order for the City to cover the costs of debt service associated with each Future Project Grant, The Developer guarantees that each Future Project shall have a minimum aggregate assessed value of no less than one million dollars (\$1,000,000.00) per each one hundred thousand dollars (\$100,000.00) of Future Project Grant within eighteen (18) months of each Future Project Grant award, and in no case any later than January 1, 2026.~~

3. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:

- a) Public Improvements, as defined in Article II, Section ~~II~~M., all Remaining Public Improvements, as defined in Article II, Section O. and environmental remediation and asbestos abatement as required by State and Federal law;
- b) Any and all demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; construction of building foundations; or underground parking; parking lot construction; any and all professional fees, including without limitation, architect, engineering, surveying, property management, and consulting fees, incurred by Developer in connection with any of the foregoing, and any and all interest expense incurred by Developer related to the financing of any of the foregoing; and provided, however, that no disbursements pursuant to this Section III.B.3.b. shall be made until substantial completion of the Public Improvements related to the Project in this Section III.B.3.a. are complete; or
- c) Any other activity specifically approved by the RDA.

4. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go ("PAYGo") obligation of the City, which is further defined as follows:

- a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures not paid with the two million one hundred thousand dollar (\$2,100,000.00) Project Grant shall be reimbursed to Developer pursuant to this PAYGo TIF Incentive.
- b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the "Incremental Property Value".
- ~~c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the "Available TIF Increment".~~
- ~~d) Developer shall not be entitled to any Available Tax Increment unless the City's annual debt service obligations for this Project and each Project Grant are met for that particular year. Should the annual debt service payment not consume all of the Available Tax Increment, the remaining Available Tax Increment shall be known as "TIF Increment" and be distributed to Developer in the following priority:~~

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1. Future Project Grants if requested and applicable pursuant to the requirements set forth Article III, Section B.2.

2. Once a Future Project Grant has been issued, or if none are requested, the City shall pay fifty percent (50%) of the TIF Increment to the Developer ("PAYGO Reimbursement").

5. The City shall first use the Available Tax Increment to cover its annual debt service obligation for each Project Grant. Should the annual debt service payment not consume all of the Available Tax Increment, the City shall pay fifty percent (50%) of the remaining Available Tax Increment to the Developer ("PAYGo Reimbursement").

e) PAYGo Reimbursement payments will be payable to Developer through the date of termination of the TID and shall be paid in the year following the year of the Available Tax Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Property for the previous year. For example, if the first occupancy permit is issued on September 1, 2018, the Available Tax Increment would be determined as of January 1, 2019 and the PAYGo Reimbursement would first be payable in 2020.

f) Guaranteed Minimum Payment; Payment in Lieu. Notwithstanding anything to the contrary herein, in the event that the aggregated assessed value as set forth in this Agreement shall fall below the amounts set forth in Article III section B.I.c) ("Guaranteed Minimum") for the applicable tax year related to each of the Guaranteed Minimum amounts referenced therein, and with respect to the Guaranteed Minimum amount and applicable tax year set forth in Article III Section B.I.c), then in any given tax year each year thereafter during the statutory life of the TID District (the "PILOT Term"), then the Developer or any successor owner or assignee of the Project shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in an amount sufficient to meet the then applicable Guaranteed Minimum which such payment shall be calculated and defined as follows: the then applicable aggregated assessed value multiplied by the applicable tax year's Mill Rate divided by one-thousand (1,000) less any property tax payments paid by Developer as assessed for the Property for that applicable tax year (the "Payment in Lieu"). The Guaranteed Minimum and/or Payment in Lieu shall be available to Developer for reimbursement of the Developer's Qualified Expenditures, provided Developer qualifies for the TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid for the Qualified Expenditures. Such Payment in Lieu shall be due and payable at the same time and in the same manner as the ad valorem taxes are due and payable for such year by an invoice issued by the City of Green Bay.

If the Developer or any successor owner or assignee fails to make the Payment in Lieu when due, the City may, in addition to all other remedies available to it, levy a special assessment against the Project and/or Property in the amount of the difference between the actual TIF Incentive available for reimbursement to the Developer and the then applicable Guaranteed Minimum. Any and all notice and hearing requirements which may be required under the law for such special assessment are hereby waived by Developer. Notwithstanding the levying of such special assessment,

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the payment obligation under this Section shall be the personal obligation of the person or entity that is the owner of the Project and/or the Property at the time that the then applicable aggregated assessed value falls below the then applicable Guaranteed Minimum.

The covenants contained in this Section shall be deemed to be covenants running with the land and shall be binding upon all owners of any portion of the Project and/or the Property for the duration of the PILOT term. The City is hereby expressly declared to be a beneficiary of such covenants and is entitled to enforce the same against all successor owners or assignees of the Project and/or the Property.

a) Notwithstanding anything in this Section to the contrary, Developer and or any successor or assignee thereof shall only be liable to make any Payment in Lieu for only that part of the Project and/or Property then owned by the Developer and or any successor or assignee thereof.

6-5. Additional Incentives. Developer and any third party that desires to purchase and/or develop any part of the Property may pursue additional TIF Incentives from the City and RDA above and beyond those stated in this Agreement, however, the RDA and City do not guarantee any such incentives will be awarded.

7-6. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred Qualified Expenditures, PAYGo Reimbursement payments shall be made within thirty (30) days after Developer has paid in full the real estate taxes and any Special Assessments and Special Charges for the previous tax year, provided, however, in no event shall TIF Incentive payments continue after the earlier of termination date of the TID or the termination of this Agreement if before the termination of the TID.

D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither

the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

- E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to December 1, 2017, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify:

1. The location of all future public streets, which shall include, at minimum:

- a) An extension of Kellogg Street east into the Property; and
- b) An extension of Bond Street east into the Property; and
- c) An extension of Donald Driver Way into the Property, which shall also intersect with the new extensions of Kellogg and Bond Streets.

All new public streets shall be "complete streets" with appropriate accommodations for pedestrians and bicyclists, as well as appropriate landscaping and lighting.

2. The location of twenty (20) new residential, owner-occupied, multi-story condominium and/or townhome units along the eastern Property line.
3. The location, as determined by Developer, in its sole discretion, of a portion of the Property, no less than one-half (1/2) acre, which shall be accessible to the public from a public street, even if not fronting a public street, and in such manner as agreed to with the RDA, and which shall be reserved for educational and/or recreational purposes related to the former Fort Howard fortification.

- B. Construction Documents. Prior to December 1, 2017, and prior to commencement of construction of the Project, Developer shall submit site plans, building plans, and other drawings that describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:

1. Plans and specifications for structural, mechanical and electrical systems, materials; and
2. Full-color elevations for all sides of all proposed structures; and
3. Descriptions and actual samples of all exterior building materials; and

4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to December 1, 2017, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than ten million dollars (\$10,000,000.00) 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; and
 3. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would materially impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or materially and adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan. Unless otherwise noted herein, any and all approvals or consents required from the RDA or the City under this Agreement shall be provided to Developer within thirty (30) days from the date of the City's or RDA's receipt of Developer's request for approval or consent, which approval or consent shall not be unreasonably withheld, conditioned or delayed. In the event the RDA or City fail to either approve, deny, or consent within such thirty (30) day period, then Developer's request shall be deemed approved or consented to, as the case may be.
- E. Compliance with Planning, Zoning, Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.

3. Developer intends to submit an application to amend the Planned Unit Development ("PUD") currently applicable to the Property to accommodate proposed changes to the PUD. The parties shall cooperate with each other in amending the PUD as the parties deem to be in their mutual best interests in regard to the development of the Property.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than December 1, 2017, 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 the Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than December 1, 2017, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the reasonable determination of the City and RDA, to complete the Project according to the Plans and Specifications.
- H. Acquisition of Property. By no later than December 1, 2017, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenditures as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than March 1, 2018. Construction of the Project (as defined in the Recitals) shall be completed no later than December 1, ~~2025~~~~2022~~. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. During the period before the commencement of construction of the Project, Developer shall from time to time provide to the RDA, upon RDA's request, information having a bearing upon the Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports

during the course of construction. Developer shall provide RDA with a copy of annual, financial statements for Developer.

- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer of Sale of Project Property.
1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof prior to termination of this Agreement, Developer shall provide to the RDA a written request for RDA's approval of the transfer twenty-one (21) days prior to the anticipated transfer. If such intended sale, transfer, or conveyance is to occur while the City's guaranty on the Property is in effect and will result in a release of any part of the Property subject to the City's guaranty of Developer's indebtedness owed to Hometown Bank, the Developer shall also provide to the City a written request for the City's approval of the transfer twenty-one (21) days prior to the anticipated transfer. The City and/or RDA may deny the request for any commercially reasonable reason; provided, however, if City or RDA fail to approve or deny the Developer's request within the aforementioned twenty-one (21) day period, then such request shall be deemed approved. Upon receipt of any such approval from the City and/or RDA, the Developer shall have the right to sell, transfer or convey the Property or any part thereof referenced in the Developer's request. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Developer shall not be required to provide the City or RDA with written notice of its intent to transfer the Property, or any part thereof, 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 or any approved Future Project.
 2. No Transfer to Exempt Entities. Prior to the closure of Tax Increment District No. Fourteen (14), 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 Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for Public Improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- R. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of construction of the Project, 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. City and RDA acknowledge that the Developer has provided the City and RDA with copies of all environmental reports pertaining to the Property.

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

- a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
- b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.

3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:

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

4. Survival. The provisions of this Section shall survive the conveyance of the Property to Developer.

- S. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or

cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:

1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident - \$100,000 per accident;
 - b) Bodily Injury by Disease - \$100,000 per employee; and
 - c) \$500,000 policy limit.
2. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit - \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000;
 - b) Bodily Injury and Property Damage - \$2,000,000 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000 per occurrence; and
 - d) Medical Expense Limit - \$10,000 per person.
3. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury - \$250,000 per person; and
 - b) \$1,000,000 per occurrence; and Property Damage - \$250,000 per occurrence.
4. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs 1 to 3 above.
5. 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.

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

T. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. 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.

U. Speculation. This Agreement shall not be used for speculation or speculative purposes.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council of the City shall have passed a resolution on due notice, authorizing the City to enter into this Agreement and authorizing the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.

- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property owned by the Developer when and as the same become due. Developer will pay all taxes and assessments levied against the Property owned by the Developer when and as the same become due. Developer acknowledges and agrees that failure of third parties to which the Developer has sold and/or transferred a portion of the Property to pay all taxes and assessments levied against the Property may impact the ability of the City to provide Developer PAYGo Reimbursement.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or, to the best of 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 material default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all

building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:

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

- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:

1. Termination. Terminate this Agreement without further notice to Developer;

2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
3. Specific Performance. Sue for specific performance;
4. Sue for Damages. Sue for all damages caused by the Event of Default;
5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.

7-8. Withholding of TIF Payment. If at any time the City determines that the Developer's obligations defined in this Agreement are not being met to the City's reasonable satisfaction, the City may withhold annual TIF payments and or Project Grants until the City reasonably determines those obligations are met.

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

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
 - I. All Qualified Expenditures have been repaid in full by Tax Increment;

2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement.
- B. Survival of Certain Provisions. Sections III.D, IV.E, IV.I, IV.K, IV.P.2, IV.Q, IV.R.2, IV.T, V.A, V.B, V.C, V.D, V.E, VII.C, VII.D, VII.E, VII.G, VII.K, VII.L, VIII.B, VIII.D, VIII.E, VIII.F, X.B, X.C, X.G, X.J, X.M, X.O, X.P, and X.R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Except as otherwise set forth in this Agreement, Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld, conditioned or delayed.
- B. 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.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. 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, discovery of artifacts on the Property 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, and except with respect to the discovery of artifacts on the Property as referenced in Section X(S) below, a Force Majeure event may not be used to avoid an event of default, if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

G. 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.

H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.

I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
Attn: City Clerk
100 North Jefferson Street
Green Bay, WI 54301

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

To the Developer: DDL HOLDINGS, LLC
Attention: Paul Belschner and ~~John F. Kress~~~~Brent Weyerker~~
340 North Broadway, Suite 460
Green Bay, WI 54303

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

J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

K. 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.

L. 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.

- M. 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.
- N. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement, in such form as mutually agreed to by the RDA and Developer, 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.
- O. 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. Developer warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. Except as otherwise set forth in this Agreement, this 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).
- P. 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.
- Q. 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.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.
- S. Discovery of Artifacts. Any and all artifacts discovered on the property (whether historical, related to the old Fort Howard fortification, or otherwise), shall be the sole property of the City of Green Bay, and Developer shall immediately notify the City of any such artifacts upon discovery. Notwithstanding anything contained in this Agreement to the contrary, in the event Developer, or any third party purchaser or developer of any part of the Property, at any time during the term of this Agreement, discovers any artifacts (whether historical, related to the old Fort Howard fortification or otherwise) through excavation of any part of the Property or otherwise, and such discovery (i) causes a delay or suspension in construction of the Project, (ii) causes a change in the Project or any Concept Plan or Plans and Specifications related thereto then (a) the construction schedule for the Project, including, the deadlines or commencement and/or completion of construction, shall be extended for a period of time commensurate with the period of the delay or suspension, provided however, that Developer understands and agrees that this Agreement and any TIF Incentive shall not exceed the life of the TID and the City and RDA shall be under no obligation to extend the TID (b) the scope of the Project, the concept plans and the plans and specifications may be amended, as determined by Developer or any third party purchaser or developer of any part of the Property, as the case may be, with the written approval of the City and RDA. If the delay or suspension shall exceed ninety (90) days, the Developer, City, and RDA shall mutually determine whether to continue,

amend, or terminate this Agreement. In no event shall the minimum aggregate assessed value of the Property be amended or changed as a result of the discovery of artifacts on the Property.

S.T. Due Authority. Prior to execution of this First Amendment, Developer shall provide to the City and RDA a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions with respect to the Developer.

[Signature pages follow]

Signature page 1 of 4

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

**DEVELOPER:
DDL HOLDINGS, LLC**

By: _____
Brent Weycker, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2017, the above named _____, a member of DDL HOLDINGS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 2 of 4

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

**DEVELOPER:
DDL HOLDINGS, LLC**

By: _____
Paul Belschner, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2017, the above named _____, a member of DDL HOLDINGS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 3 of 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
DDL HOLDINGS, LLC

THE CITY OF GREEN BAY

By: _____
James Schmitt, Mayor

Attest: _____
Kris A. Teske, Clerk

Signature page 4 of 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
DDL HOLDINGS, LLC

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

By: _____
Harry Maier, Chair

Attest: _____
Kevin J. Vonck, Executive Director

EXHIBIT A
Legal Description

Tax Parcels 5-1756 and 5-1757

Lots 17 and 18, Larsen Green, in the City of Green Bay,
West side of Fox River, Brown County, Wisconsin.

EXHIBIT B
Preliminary Concept Plan

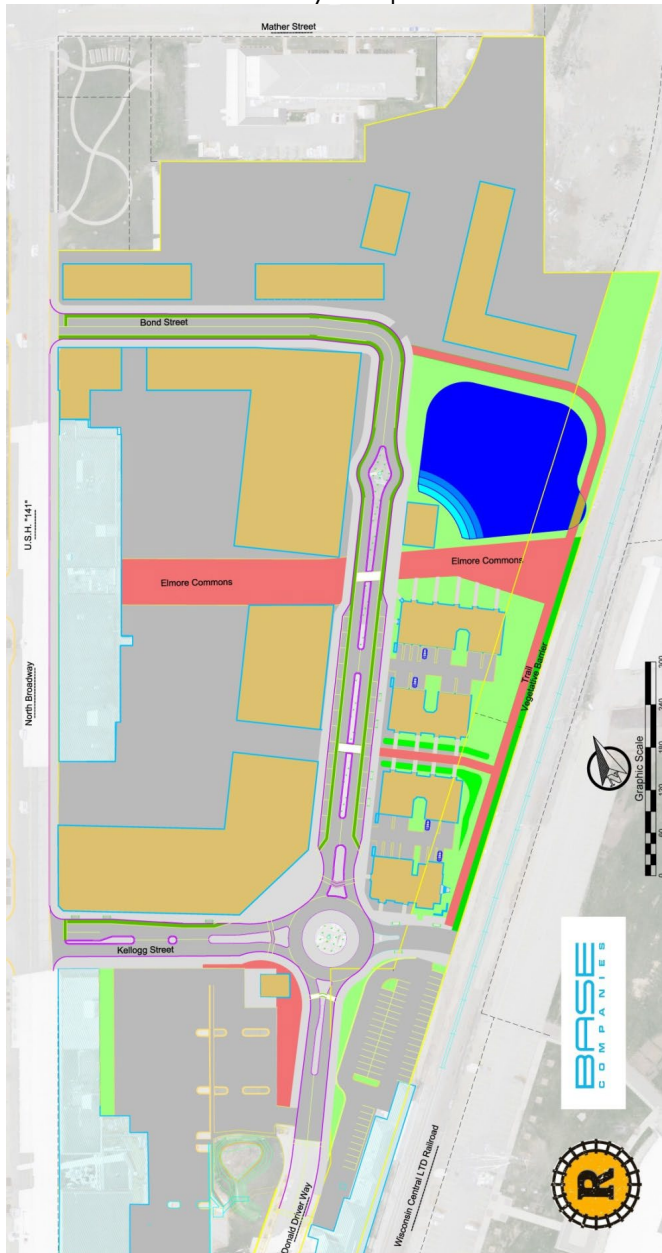


EXHIBIT C
Annual Costs of Debt Service for Project Grant



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

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # L.I

To approve the request by Black Saddle, tenant at 201 N. Washington Street, to install a wall-mounted sign and awning over the right-of-way 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

March 18, 2025

PREPARED BY

AGENDA ITEM # L.2

To approve the request by Department of Public Works to award contract RAMPS 2-25 PINE STREET RAMP PT REPAIRS at a staff level and report the award at the next Improvement & Services Committee meeting.

BACKGROUND

During annual improvement projects at the Pine Street Ramp, City staff discovered areas of damaged structural post tensioning members. This project will repair and replace damaged members to prolong the lifespan of the structure. Due to the gap in Committee/Council meetings, NFL draft in April, and regular maintenance projects at this location, there is limited available time to complete the work.

RECOMMENDATION

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

FISCAL IMPACT

Funds for this project have been allocated from the local TID.

ATTACHMENTS

None



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

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # L.3

To approve the request by Department of Public Works to award contract RAMPS I-25 PARKING RAMP REPAIRS to Western Construction Group in the amount of \$598,150.00.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QuestCDN_Project Bid Results Ramps I-25 Parking Ramp Repairs

RAMPS 1-25 PARKING RAMP REPAIRS

Quest Number: 9533519

Closing Date: Tue, 03/04/2025 02:00 PM CST

Posting Type: Construction Project

Owner: Green Bay WI, City of

Solicitor: Green Bay WI, City of

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Jeff Lambrecht
Email:	jeff.lambrecht@greenbaywi.gov
Phone:	920-609-4753
Award Date:	
Comments:	
Award Status:	Pending

Letting Bid Tabulation: [View on vBid](#)

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Western Construction Group	Anthony Wald	612-685-7107	anthonyw@westerngroup.com	\$ 598,150.00		
Cy-Con, Inc.	Bradley Westerberg	651-488-0501	bwesterberg@cy-con.com	\$ 599,421.00		
Restoration Systems Inc.	Blake Dronen	952-368-0463	bdronen@restorationsystems.net	\$ 624,365.00		
Berglund Construction Company	April Wilson	7733741000	awilson@berglundco.com	\$ 750,000.00		
Central Restoration, LLC	Ashley Sobotta	920-583-3733	sobotta1@centralrestoration.com	\$ 849,832.50		
Masonry Restoration Inc.	Tim Forrer	414-259-8111	Tim@masonryrestorationinc.com	\$ 1,073,297.50		



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

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # L.4

To approve the request by Department of Public Works to award contract BRIDGE I-25 SEVENTH STREET BRIDGE P-05-718 REHABILITATION to Zenith Tech, Inc. in the amount of \$173,419.20.

BACKGROUND

The Seventh Street Bridge was constructed in 1968. The concrete wearing surface has full length longitudinal cracks at most channel beam connections. The approaches are settling and causing damage to the edges of the bridge deck. The rehabilitation includes a concrete overlay of the bridge deck and replacement of approaches with concrete approach slabs. The rehabilitation will extend the usable life of the structure and improve driving conditions between the bridge deck and approach slabs.

RECOMMENDATION

Department of Public Work recommends award of the contract to the lowest responsive bidder.

FISCAL IMPACT

\$125,000 was allocated in the 2025 CIP request for this project; the remaining costs are available in the fund balance.

ATTACHMENTS

- I. QuestCDN_Project Bid Results Bridge I-25 Seventh Street

BRIDGE 1-25 SEVENTH STREET BRIDGE P-05-718

REHABILITATION

Quest Number: 9527115

Closing Date: Tue, 03/04/2025 02:00 PM CST

Posting Type: Construction Project

Owner: Green Bay WI, City of

Solicitor: Green Bay WI, City of

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Kayla Wasielewski
Email:	Kayla.Wasielewski@greenbaywi.gov
Phone:	920-448-3134
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Zenith Tech, INC. bridge	JASON SAMZ	715-241-6992	ztiquote@walbecgroup.com	\$ 173,419.20		
LUNDA CONSTRUCTION	Lunda Estimating	715-284-9491	wiquotes@lundaconstruction.com	\$ 196,154.24		



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

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # L.5

To approve the request by Department of Public Works to award contract SEWERS I-25 FINGER ROAD SANITARY SEWER & WATERMAIN to Peters Concrete Company in the amount of \$422,866.55.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QuestCDN_Project Bid Results - Sewers I-25 Finger Road Sanitary Sewer & Watermain

SEWERS 1-25 FINGER ROAD SANITARY SEWER & WATERMAIN

Quest Number: 9529197

Closing Date: Tue, 02/25/2025 02:00 PM CST

Posting Type: Construction Project

Owner: Green Bay WI, City of

Solicitor: Green Bay WI, City of

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Max McGuire
Email:	Max.McGuire@greenbaywi.gov
Phone:	920-448-3324
Award Date:	
Comments:	
Award Status:	Pending

Letting Bid Tabulation: [View on vBid](#)

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Peters Concrete Company	Duke Peters	920-494-3700	quote@petersconcrete.com	\$ 422,866.55		
DE GROOT, INC.	MARK DE GROOT	920-866-2348	mark@degrootinc.com	\$ 430,554.06		
Jossart Brothers, Inc.	Jason Hermsen	920-339-8500	jasonh@jossartbrothers.com	\$ 447,562.60		
David Tenor Corporation	David Tenor	920-360-9246	david.tenor.dtc@gmail.com	\$ 454,086.85		
Advance Construction Inc.	Paul Kultgen	920-434-3978	pkultgen@advconst.net	\$ 461,449.82		
Feaker & Sons Co Inc	Randy Barlament	920-336-3344	feaker@att.net	\$ 477,944.85		
PTS Contractors, Inc	Jeannie Petasek	920-468-5217	JPetasek@PTSCcontractors.net	\$ 481,663.00		
Dorner Inc.	Tina Aschenbrenner	920-845-2442	tina.asch@dornerinc.com	\$ 525,158.32		
De Keyser Construction Co Inc	Kurt De Keyser	920-468-1073	dekeyserconst@gmail.com	\$ 544,633.05		



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

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # L.6

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

A. Granting of Licenses

1. Sidewalk Builder

- a. Co Contracting, LLC
- b. Patriot Concrete, LLC
- c. E&I Concrete Construction
- d. Bath Concrete Flatwork, LLC

2. Tree & Brush Trimmer

- a. Yesterdays Trees, LLC
- b. J' Tree Removal & Stump Grinding Service, LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # M.1

To approve an original application for Serrano Enterprises, LLC at 226 S. Broadway with a license premises description as "ALL BEER/WINE/LIQ WILL BE STORED BEHIND BAR AND BACK ROOM STORAGE," (Currently licensed as Pour Life Choices, LLC).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. surrender
2. 226 S Broadway org application



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

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # M.2

To approve a change of agent for Sam's East, Inc at 2470 W Mason St to Kai Bjerke

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 3_10 Appt of Agent 2470 W Mason

2767051-0007

Form
AB-101

Alcohol Beverage
Appointment of Agent

Date
01/06/2025

Agent Type (check one)

☐ Original (no fee)

☒ Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

Sam's East, Inc.

2. Business Trade Name or DBA

Sam's Club #8149

3. Entity Type (check one)

☐ Limited Liability Company

☒ Corporation

☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

☒ Municipal Retail License

☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

216956

6. Describe the reason for appointing a successor agent, if successor is checked above.

Current Agent, April Fowles will be leaving the company

2470 W.
Mason
St

Part B: Agent Information

1. Last Name

Bjerke

2. First Name

Kai

3. M.I.

J

4. Email

k0b0go8.s08149.us@samsclub.com

5. Phone

(507) 450-8416

6. Home Address

2260 Eastman Ave

7. City

Green Bay

8. State

WI

9. Zip Code

54302

10. Age

24

11. Drivers License/State ID Number

E855000229418

12. Drivers License/State ID State of Issuance

MN

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement?

Submit proof of completion.

☐ Yes ☒ No

2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire?

Submit a completed Form AB-100 with this form.

☒ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days?

See instructions for exceptions.

☒ Yes ☐ No

Continued →

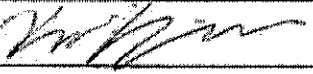
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Little		First Name Sarah		M.I. C
Title Assistant Secretary		Email complic@wal-mart.com		Phone
Signature 				Date JAN 07 2025

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Bjerke		First Name Kai		M.I. J
Signature 				Date 01/06/20

Alcohol Beverage
Individual QuestionnaireDate
01/06/2025

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) Sam's East, Inc.	
2. Business Trade Name or DBA Sam's Club #8149	
3. Entity Type (check one) ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization	

Part B: Individual Information					
1. Last Name Bjerke		2. First Name Kai		3. M.I. J	
4. Relationship to Business (Title) Assistant Manager		5. Email k0b0go8.s08149.us@samsclub.com		6. Phone (507) 450-8416	
7. Home Address 2260 Eastman Ave					
8. City Green Bay		9. State WI	10. Zip Code 54302	11. Date of Birth 06/12/00	
12. Drivers License/State ID Number E855000229418			13. Drivers License/State ID State of Issuance MN		

Part C: Address History					
1. Do you currently reside in Wisconsin? ☒ Yes ☐ No					
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?				Years 0	Months 3
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.					
Previous Address 1 401 3rd Ave SE		City Spring Grove		State MN	Zip Code 55974
Previous Address 2		City		State	Zip Code
Previous Address 3		City		State	Zip Code
Previous Address 4		City		State	Zip Code
Previous Address 5		City		State	Zip Code
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.					
State MN	County Houston	State WI	County Brown	State	County
State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

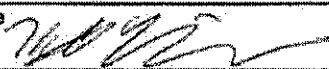
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 01/06/2025
---	--------------------



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

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # M.3

To approve a change of agent for Kwik Trip, Inc at 1712 E Mason St to William McAllister

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 3_10 Appt of Agent 1712 E Mason

Form
AB-101

Alcohol Beverage
Appointment of Agent

2767063-0004
RECEIVED
MAR 04 2025
Date

Agent Type (check one)

☐ Original (no fee) ☒ Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

Kwik Trip, Inc.

2. Business Trade Name or DBA

Kwik Trip 420

3. Entity Type (check one)

☐ Limited Liability Company

☒ Corporation

☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

☒ Municipal Retail License

☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

New manager assigned to oversee the store.

Part B: Agent Information

1. Last Name

McAllister

2. First Name

William

3. M.I.

J.

4. Email

LicensingDept@kwiktrip.com

5. Phone

920-562-0516

6. Home Address

1682 Velp Ave., Apt. 2

7. City

Green Bay

8. State

WI

9. Zip Code

54303

10. Date of Birth

3/10/1970

11. Drivers License/State ID Number

N242-9307-0090-02

12. Drivers License/State ID State of Issuance

WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement?
Submit proof of completion.

☒ Yes ☐ No

2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire (licensee) or
Form AB-300, Alcohol Beverage Personal Questionnaire (permittee)?

☒ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days?
See instructions for exceptions.

☒ Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Zietlow		First Name Scott	M.I. P.
Title President	Email LicensingDept@kwiktrip.com		Phone 608-793-4741
Signature <i>Scott P. Zietlow</i>			Date 2/26/25

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name McAllister		First Name William	M.I. J.
Signature <i>W. McAllister</i>			Date 2-26-25

Form

AB-100

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

Kwik Trip, Inc.

2. Business Trade Name or DBA

Kwik Trip 420

3. Entity Type (check one)

☐ Sole Proprietor

☐ Partnership

☐ Limited Liability Company

☒ Corporation

☐ Nonprofit Organization

Part B: Individual Information

1. Last Name

McAllister

2. First Name

William

3. M.I.

J.

4. Relationship to Business (Title)

Agent

5. Email

LicensingDept@kwiktrip.com

6. Phone

920-562-0516

7. Home Address

1682 Velp Ave., Apt. 2

8. City

Green Bay

9. State

WI

10. Zip Code

54303

11. Date of Birth

3/10/1970

12. Drivers License/State ID Number

M242-9307-0090-02

13. Drivers License/State ID State of Issuance

WI

Part C: Address History

1. Do you currently live in Wisconsin?

☒ Yes ☐ No

If yes, provide the month and year when you permanently moved to Wisconsin

(MM/YYYY)

05/2006

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1

1682 Velp Ave., Apt. 2

City

Green Bay

State

WI

Zip Code

54303

Previous Address 2

City

State

Zip Code

Previous Address 3

City

State

Zip Code

Previous Address 4

City

State

Zip Code

Previous Address 5

City

State

Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State

WI

County

Brown

State

TX

County

Harris

State

County

State

County

State

FL

County

Putnam

State

County

State

County

State

County

Continued →

Wisconsin Department of Revenue

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature *W. M. A.* Date *2-26-25*

DRIVER LICENSE
REGULAR

WISCONSIN USA

M242-9307-0090-02
MC ALLISTER
WILLIAM JOSEPH

1652 VELD AVE #2
GREEN BAY, WI 54303

SEX M **HGT 6'00"** **EYES HAZ**
WGT 230 lb **HAIR BRO** **DOB 03/10/1970** **EXP 03/10/2026**

END NONE **DOT 02/08/2018** **DOT 03/10/2026**

WILLIAM J MCALLISTER

MAR 70

City of Green Bay
Operator's License

WILLIAM J MCALLISTER

DOB: 03/10/1970
Expires: 6/30

23 **2** **25** **26** **27** **28** **29**

WISCONSIN SELLER / SERVER CERTIFICATION

Trainee Name: William McAllister

School Name: 360training.com, Inc.

Date of Completion: 09/05/2019

Certification #: WI-187069

I, 

**Certify that the above named person
successfully completed an approved
Learn2Serve Seller/Server course.**

COMPLIES WITH WISCONSIN STATUTES 125.04, 125.17, 134.66



Corporate Headquarters

6801 N Capital of Texas Hwy, Suite 150
Austin, TX 78731
P: 877.881.2235

Form
CTV-102

**Cigarette, Tobacco, and Electronic Vaping Device
Appointment of Agent**

Date

Agent Type (check one): ☒ Original ☒ Change

Part A: Agent Information

1. Last Name McAllister	2. First Name William	3. M.I. J.
4. Email LicensingDept@kwiktrip.com	5. Phone (920) 562-0516	
6. Home Address 1682 Velp Ave, Apt. 2		
7. City Green Bay	8. State WI	9. Zip Code 54303
10. Date of Birth 03/10/1970	11. Drivers License/State ID Number M242-9307-0090-02	12. Drivers License/State ID State of Issuance WI

Part B: Questions

1. Have you completed Form CTV-101, *Cigarette, Tobacco, and Electronic Vaping Device License - Individual Questionnaire*? Submit a completed Form CTV-101 with this form. ☒ Yes ☐ No
2. If this is a change of agent, please describe the reason for the agent change. Attach additional sheets if necessary.
New manager assigned to oversee the store.

Part C: Business Information

1. Legal Business Name (Individual name if sole proprietor) Kwik Trip, Inc.		
2. Business Trade Name or DBA Kwik Trip 420		
3. Entity Type (check one) ☐ Limited Liability Company ☒ Corporation		
4. Premises Address 1712 E. Mason St.		
5. City Green Bay	6. State WI	7. Zip Code 54302

Part D: Attestations

READ CAREFULLY BEFORE SIGNING: I, the Licensee, authorize the above-named individual to act for the above-named corporation or limited liability company with full authority and control of the premises and of all business relative to cigarettes, tobacco products, and/or electronic vaping devices conducted therein. I certify that I am authorized by the entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature of Licensee (officer, member, or authorized signatory) Scott P. Zietlow	Date 02/26/2025
Name of Person Signing for Licensee Scott P. Zietlow	Title President

READ CAREFULLY BEFORE SIGNING: I, the Agent, hereby accept this appointment as agent for the above-named corporation or limited liability company and assume full responsibility for the conduct of all business relative to sales of cigarettes, tobacco products, and/or electronic vaping devices conducted on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this form, and that any person who knowingly provides materially false information on this form may be required to forfeit not more than \$1,000 if convicted.

Signature of Agent [Signature]	Date 2-26-25
-----------------------------------	-----------------

Date _____

Form
CTV-101

Cigarette, Tobacco, and Electronic Vaping Device License - Individual Questionnaire

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor) Kwik Trip, Inc.			
2. Business Trade Name or DBA Kwik Trip 420			
3. Entity Type (check one)			
☐ Sole Proprietor	☐ Partnership	☐ Limited Liability Company	☒ Corporation

Part B: Individual Information

1. Name (Last) McAllister		2. Name (First) William		3. Name (M.I.) J	
4. Relationship to Business (Title) Agent		5. Email LicensingDept@kwiktrip.com		6. Phone (920) 562-0516	
7. Home Address 1682 Velp Ave., Apt. 2					
8. City Green Bay		9. State WI	10. Zip Code 54303	11. Date of Birth 03/10/70	
12. Drivers License/State ID Number N242-9307-40090-02			13. Drivers License/State ID State of Issuance WI		

Part C: Individual's Address History

List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address	City	State	Zip Code
1682 Velp Ave., Apt. 2	Green Bay	WI	54303
Previous Address 2	City	State	Zip Code
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code
Previous Address 6	City	State	Zip Code

If applicable, list all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	BROWN	TX	Harris				
FL	Putnam						

Continued →

Part D: Individual's Criminal History

1. Have you ever been convicted of any offenses (other than traffic offenses) for violation of any federal, Wisconsin, or another state's laws, or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below:

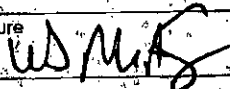
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	

2. Are charges for any offenses currently pending against you (other than traffic offenses) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation by Individual

READ CAREFULLY BEFORE SIGNING: I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on an application for cigarette, electronic vaping devices, and tobacco products retail license may be required to forfeit not more than \$1,000 if convicted. I declare under penalties of the law that I have examined this information and, to the best of my knowledge, it is true, correct, and complete to the best of my knowledge and belief.

Signature  Date 2-26-25

Part F: Licensing Authority Approval

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, this individual qualifies to serve in the reported role with the above-named business.

Name of Local Official	Title
Signature of Local Official	Date



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

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # M.4

To hold, until the 3/24 Protection and Policy Committee Meeting, a revision to the city's process with handling sign permits to allow for one application and one point of contact to facilitate the approval of sign installations.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Memo re sign permit Jan 2025 mtg
2. Flow Process Sign Permits
3. Sign Permit Application updated 5.16.23_
4. Johnson-Communication



Community & Economic Development Department
100 North Jefferson Street - Room 608
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3300
Fax 920.448.3426

MEMORANDUM

TO: Protection and Policy Committee

FROM: Cheryl Renier-Wigg
Community & Economic Development Director

RE: Request by Alder Johnson
"For consideration and possible action a revision to the city's process with handling sign permits to allow for one application and one point of contact to facilitate the approval of sign installations."

DATE: January 23, 2025

The Dept. of Community and Economic Development staff issue sign permits. Approximately 60 permanent commercial sign permits were issued in 2024. Attached is the flow chart that lays out the process for this approval. In efforts to streamline this process, this year changes have been enacted that include assigning a point of contact, (Short Term Rental/Sign Permit Compliance Inspector), as well as the application can be submitted via the website and are channeled to one mailbox address. In the past, applications would be sent to multiple staff members.

Assuming applications are correct and filled out properly, it generally takes 1-2 weeks to issue a simple sign permit. Staff in DCED and DPW unfortunately receive many incomplete applications. This adds time to the process in the back and forth of trying to get all the needed information. If the sign permit is in a historical district and requires Landmarks Commission approvals, this process could take up to a month, depending on Commission scheduled meetings. If the sign will be placed over the Right of Way, applicants are required to work with the Dept. of Public Works to obtain a hold harmless agreement and a revocable occupancy permit. This process takes from 3-4 weeks. This permit needs Improvement and Services and Council approvals.

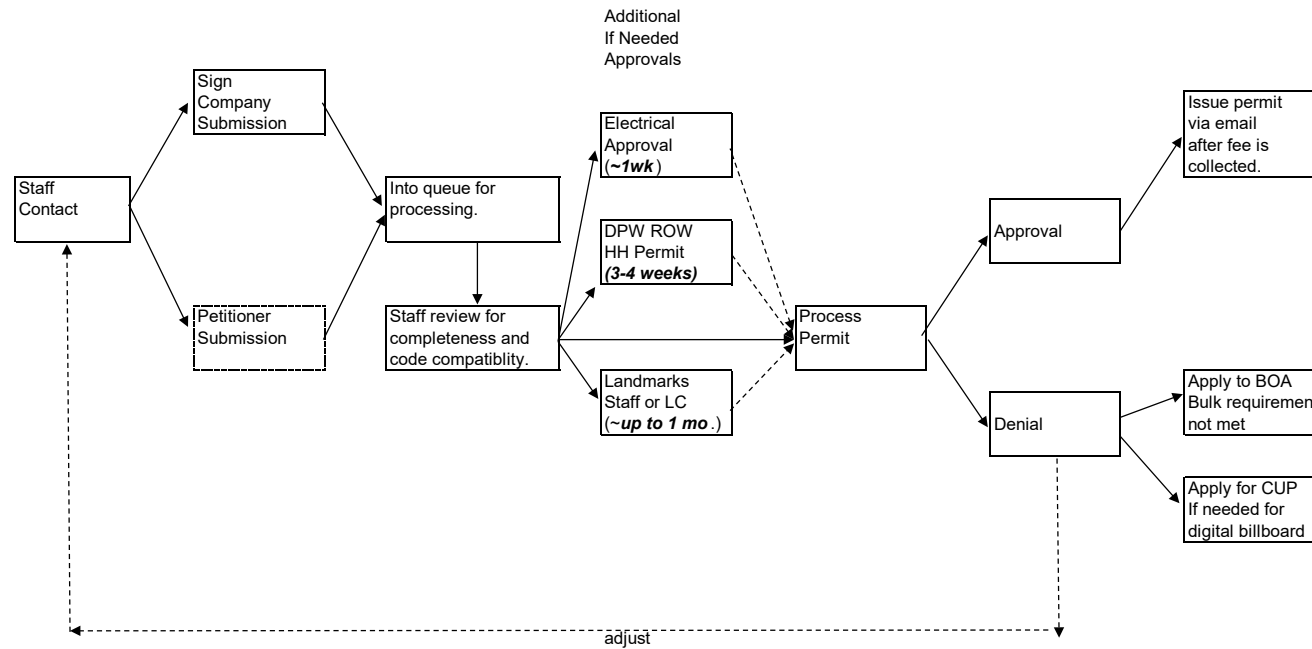
In order to save approval times for DPW staff, City Council could grant authority to DPW staff to issue these revocable occupancy permits and obtain signatures from the Mayor and the Clerk for recording at the Register of Deeds. Staff would save time not having to take it to I&S and Council.

We are always looking to streamline services. I'm hoping these changes and suggestion will help with that effort.

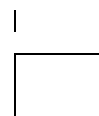
Enclosure: Sign Permit Application
Sign Permit Flow Chart

cc: Lacey Cochart
Deputy City Attorney

SIGN PERMIT PROCESS



One Point of Contact: (Jan 2025) Neighborhood Compliance Inspector.
 Backup Point of Contact: Planning Staff, Specifically Zoning Administrator





SIGN PERMIT APPLICATION

Department of Community
and Economic Development
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3300 - phone
(920) 448-3426 - fax
inspmail@greenbaywi.gov
www.greenbaywi.gov

General Information: Complete application and submit copy of plan and sign details with supporting documentation demonstrating compliance with Chapter 30, Regulation of Signs, Green Bay Municipal Ordinance, prior to commencing installation.

Project Address:	Parcel #:	Zoning:	Project #:
Applicant Applicant is: ☐ Property Owner ☐ Sign Contractor	Property Owner (Required if other than Applicant)		
Name	Name		
Company	Company		
Address	Address		
City, State, Zip	City, State, Zip		
Phone #	Fax #	Phone #	Fax #
Email	Email		

Site Plan: [30-5(1)] Provide a scaled site plan showing property lines, street(s), location of buildings, structures, drives, parking areas, and location of proposed sign and its supporting structure. Also, list all existing signs on the property below.

List and describe all existing signs on property (provide additional sheet if necessary)	Check if NON-CONFORMING ☐
1. _____	☐
2. _____	☐
3. _____	☐

Construction Specifications: [30-5(2)] Provide scaled drawings showing sign design, size, materials to be used, method of construction, lighting, and means of attachment to the building or the ground. Illuminated signs are required to have labels attached, one from a listed nationally recognized testing lab and separate label indicating the manufacturer's name, input amperes, and voltage. Both labels must be visible from the ground after installation and the sign must have an externally operable disconnect.

Sign Type: ☐ Awning ☐ Canopy ☐ Building ☐ Pole ☐ Monument ☐ Off-Premise Billboard ☐ Projecting ☐ Temporary - Display Period _____

Fixed Face: Width _____ X Height _____ Area _____ SF Illuminated ☐ Internally ☐ Externally, # of Faces _____

Reader Bd: Width _____ X Height _____ Area _____ SF Illuminated ☐ Internally ☐ Externally, # of Faces _____

Sign Construction _____ Estimated Sign Cost \$ _____

Sign Contractor	Electrical Contractor (Required if sign is illuminated)
Name	Name License # (8-403)
Company	Company
Address	Address
City, State, Zip	City, State, Zip
Phone #	Phone #
Fax #	Fax #
Email	Email

Applicant Signature _____

Date _____

1. If work herein authorized is suspended or abandoned for one year any time after commencing work, this permit shall become null and void.
2. All signs exceeding 150 sq. ft. in area per side shall be designed by, and within five days of installation, shall be certified by a professional engineer registered in the State of Wisconsin that such sign meets all state and local construction requirements.
3. Signs having an electrical permit require a final inspection by the electrical inspector.

Jaime Fuge

From: Brian Johnson
Sent: Thursday, January 16, 2025 6:57 PM
To: Craig Stevens; Lacey Cochart
Subject: FW: Online Form Submittal: Alders' Petitions and Communications

Alder Stevens and Attorney Cochart,

Please see below for a communication I submitted in May 2023. As I recall, this was referred to staff and has not returned to committee. I'd like to add this to the next P&P agenda for an update. Thanks.

Follow me on Facebook to receive regular updates on city issues. [@BrianJohnsonGB](#)

Brian H. Johnson
Alderman, District 9

City of Green Bay
100 N. Jefferson Street
Green Bay, Wisconsin 54301-5026

(e) Brian.Johnson@greenbaywi.gov
(p) 920.242.2206
(w) www.greenbaywi.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, May 18, 2023 10:43 AM
To: District Nine <District.9@greenbaywi.gov>
Subject: Online Form Submittal: Alders' Petitions and Communications

Alders' Petitions and Communications

Name	Brian Johnson
Committee Name	Protection and Policy Committee
Text of Communication	For consideration and possible action a revision to the city's process with handling sign permits to allow for one application and one point of contact to facilitate the approval of sign installations.

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

March 18, 2025

The Protection and Welfare Committee wishes to request that the following applications for

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Abing, Courtney L
Broecker, Brayden J
Coe, Rae A
Costello, Allyson M
Cullen, Katherine L
Delveaux, Matthew J
Dewitt, Lucas A
Ellsworth, Charity A
Johanknecht, Natalie M
La Fave, Mike D
Lamas Flores, Kelly S
Medina, Maria A
Micarelli, Jaden K
Miller, Robyn A
Neupane, Sandeel
Nys, Dianna C
Peltier, Brandon H
Peters, Shyanne D
Schultz, Emily L
Skenandore, Autumn T
Vandenberg, Leah
Vue, Maiggey M
Webster, Constance E
Webster, Tyson L
Weckerle, Alexander D



Report to the Green Bay Plan Commission

MEETING DATE

March 18, 2025

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # O.I

To approve the request for a Conditional Use Permit (CUP) to exceed the maximum building height location at 100 E Mason Street. (ZP 25-05 Public Hearing held March 10, 2025).

BACKGROUND

Primary Address: 100 E Mason Street

Alderpersion /District: Ald. B. Johnson / District 9

Reason for Request: The proposed CUP would allow for the building to exceed the maximum height allowed in the Downtown (DI) zoning district.

Surrounding Zoning and Land Uses:

Subject: Downtown (DI) | Vacant Green Space

North: Right-of-Way | Mason Street Overpass & Parking

South: Light Industrial (LI) & Conservancy (CON) | Vacant Green Space & Fox River Trail

East: Public Institutional (PI) | Green Bay Water Utility

West: Public Institutional (PI) | Fox River Trail and Fox River

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends Downtown uses for this parcel. This project is compatible with this recommendation.

Report: 100 E Mason is currently two parcels totaling 2.396 acres. This is intended to be one parcel but is currently split due to TIF District boundaries. This will be cleaned up by City Staff and the Redevelopment Authority to allow for the parcels to be combined. For our purposes, we are referring to both parcels when discussing this project.

This parcel is zoned Downtown (DI), which has a maximum building height of 45-feet. The height can exceed this with a Conditional Use Permit (CUP), which was specifically included in the code with the understanding that taller buildings are desired by the city but that they should be looked at on an individual basis to address any potential issues. There is no limit on height with a CUP. The applicant is proposing a multiple-family building that will be four stories and 54-feet tall at its highest point. Attached are building renderings.

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 contend that the building height is acceptable and meets the standards for CUP approval. The nine-foot increase in height is minimal and helps to accommodate wanted housing density in the Downtown district, as well as accommodate underground parking on the site.

Ald. Johnson and adjacent property owners within 200 feet of this site have been notified of this request based on Plan Commission policy.

RECOMMENDATION

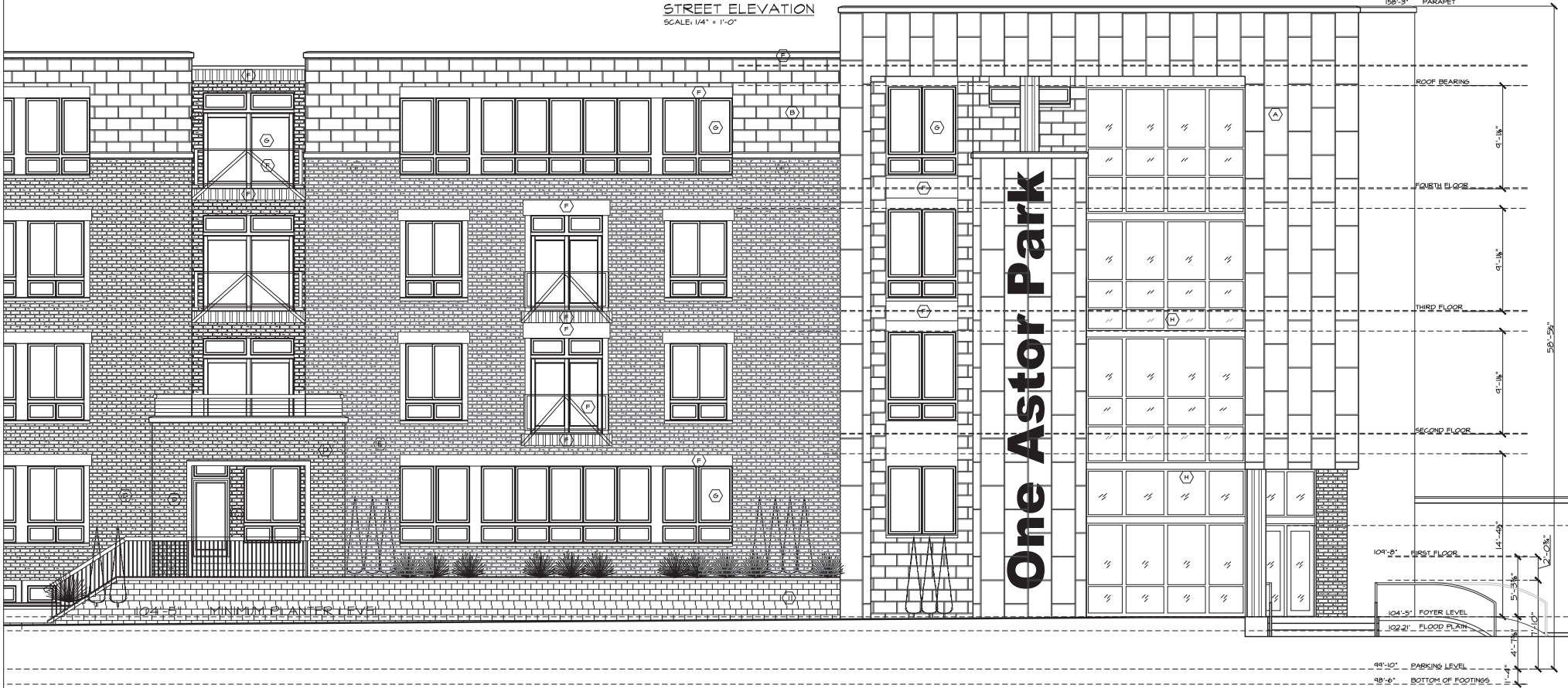
Approval of the request, subject to compliance with all other regulations of the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. ZP 25-05 Map
2. ZP 25-05 Plans and Renderings, PC Packet
3. ZP 25-05 Application

STREET ELEVATION
SCALE: 1/4" = 1'-0"



MATERIAL NOTES

- (A) 4'-0" x 2'-0" PANELS OF POLISHED LIMESTONE
- (B) 2'-0" x 1'-0" ELDORADO STONE ZEN4 NICKEL
- (C) ELDORADO BRICK VENEER, IRONSIDE
- (D) ELDORADO BRICK VENEER, HARTFORD
- (E) ELDORADO BRICK VENEER, LATIGO
- (F) IRON COLOR METAL, DECK, ROOF, WINDOW TRIM, BLACK EXPOSED BOLTS AS APPLICABLE
- (G) WHITE VINYL WINDOWS
- (H) ANODIZED ALUMINUM STOREFRONT
- (I) CONCRETE LANDSCAPE BLOCKS

PRELIMINARY
NOT FOR CONSTRUCTION

LaPlant
Architecture, LLC

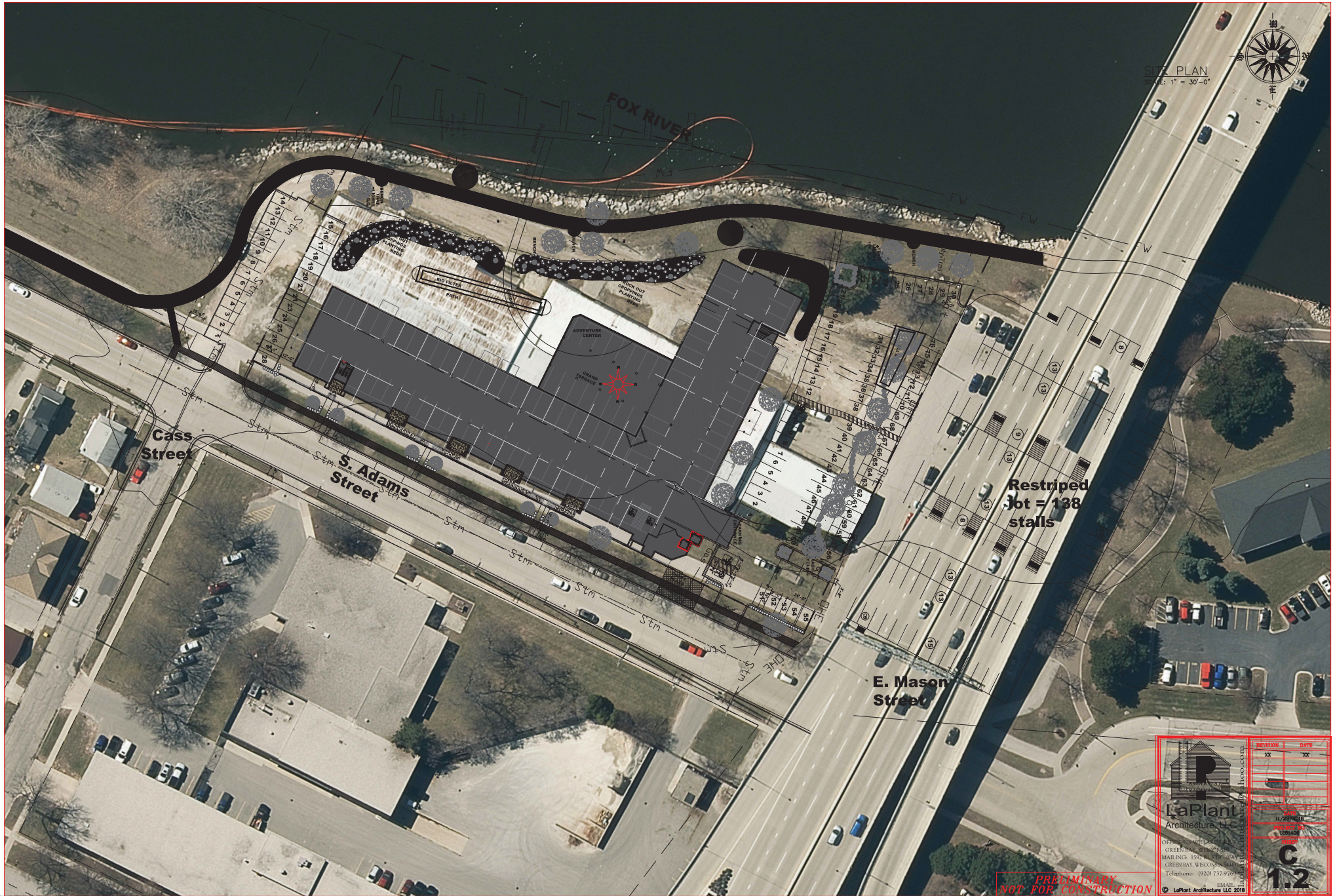
OFFICE: #26 WILLARD DRIVE
GREEN BAY, WISCONSIN
MAILING: 1592 RUSTIC WAY
GREEN BAY, WISCONSIN 54311
Telephone: (920) 737-9769
Email: laplantarchitecture@yahoo.com

REVISION	DATE
XX	XX

DATE
12/17/2018

PROJECT NO.
1081400

SHEET
A
1.1



SITE PLAN
SCALE: 1" = 30'-0"



Cass Street

S. Adams Street

E. Mason Street

Restriped lot = 138 stalls

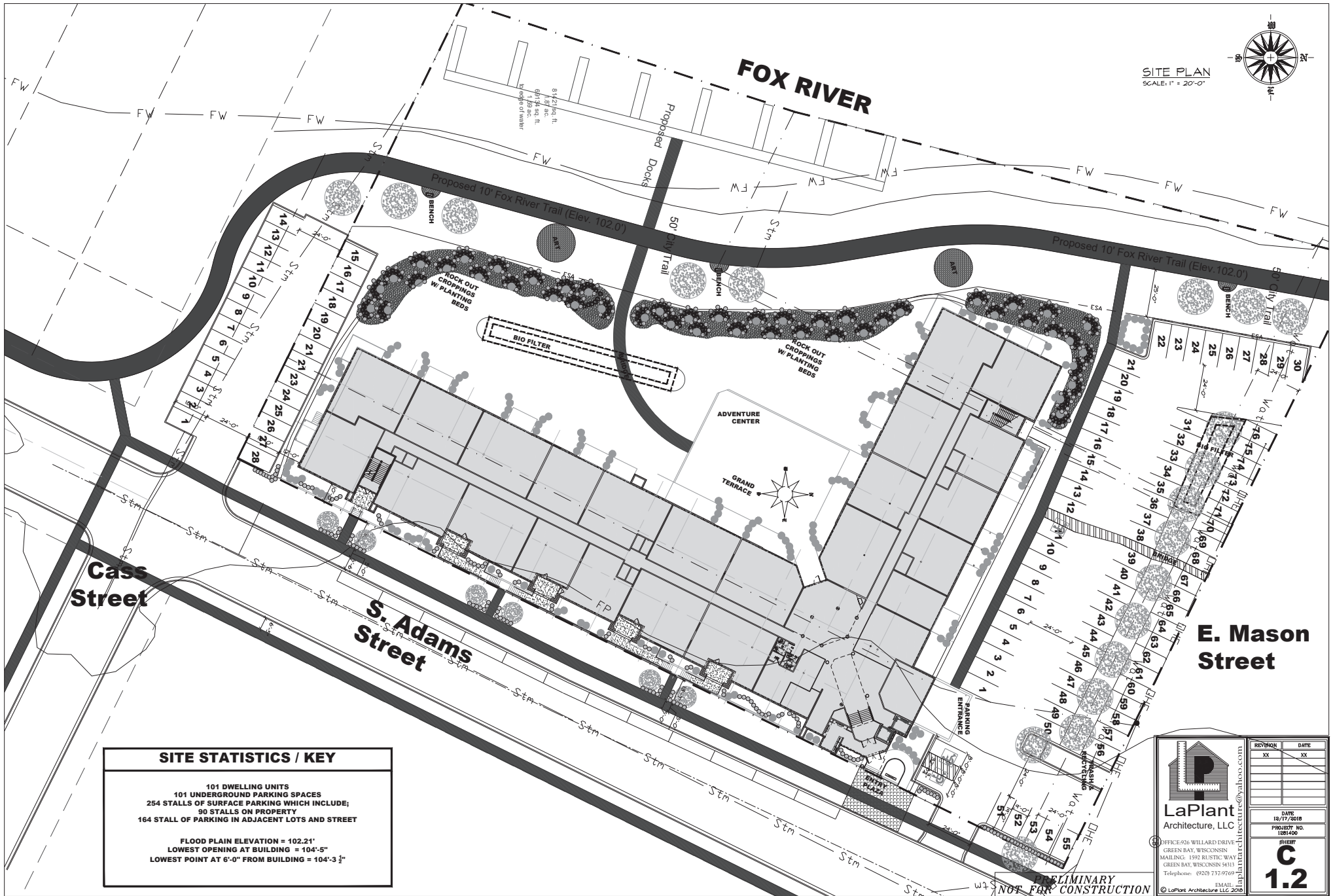


OFFICE: 197 W. MICHIGAN STREET, SUITE 200
GREEN BAY, WISCONSIN 54301
MAILING: 197 W. MICHIGAN STREET, SUITE 200
GREEN BAY, WISCONSIN 54301
Telephone: (920) 737-9100
EMAIL: info@lplant.com
© LaPlant Architecture LLC 2016

REVISION	DATE
XX	XX
1	11/29/2016
2	12/01/2016
3	12/01/2016
4	12/01/2016
5	12/01/2016
6	12/01/2016
7	12/01/2016
8	12/01/2016
9	12/01/2016
10	12/01/2016
11	12/01/2016
12	12/01/2016
13	12/01/2016
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25	12/01/2016
26	12/01/2016
27	12/01/2016
28	12/01/2016
29	12/01/2016
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31	12/01/2016
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94	12/01/2016
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96	12/01/2016
97	12/01/2016
98	12/01/2016
99	12/01/2016
100	12/01/2016

PRELIMINARY
NOT FOR CONSTRUCTION

C
1.2



SITE PLAN
SCALE: 1" = 20'-0"



SITE STATISTICS / KEY

101 DWELLING UNITS
101 UNDERGROUND PARKING SPACES
254 STALLS OF SURFACE PARKING WHICH INCLUDE:
90 STALLS ON PROPERTY
164 STALL OF PARKING IN ADJACENT LOTS AND STREET

FLOOD PLAIN ELEVATION = 102.21'
LOWEST OPENING AT BUILDING = 104'-5"
LOWEST POINT AT 6'-0" FROM BUILDING = 104'-3 1/2"



LaPlant
Architecture, LLC
OFFICE: 26 WILLARD DRIVE
GREEN BAY, WISCONSIN
MAILING: 1992 RUSTIC WAY
GREEN BAY, WISCONSIN 54311
Telephone: (920) 737-9769
EMAIL: laplantarchitecture@yahoo.com

REVISION	DATE
XX	XX
DATE	16/17/2018
PROJECT NO.	1081400
DESIGN	C
1.2	



TOTAL UNITS		STATISTICS
UNIT STYLE	NUMBER OF UNITS PER FLOOR	84 DECKS, FRONT PORCHES OR PATIOS 46 HEATED STORAGE CUBES 58 GARAGE LEVEL CUBES BIKE AND KAYAK SECURED STORAGE 101 INDOOR PARKING SPACES 101 OUTDOOR PARKING SPACES 23 STREET SPACES 5000 SQUARE FEET OF COMMON SPACE FOR TENANTS INCLUDING FITNESS CENTER, CAFE, CONCIERGE, LOUNGE, RENTAL PARTY ROOM, 2 3 STORY GRAND ENTRY 3000 S.F. COMMON TERRACE 172,664 TOTAL SQUARE FEET
3 BEDROOM DELUXE CORNER 2 BATH	5	
2 BEDROOM DELUXE CORNER 2 BATH	12	
2 BEDROOM 2 BATH	44	
1 BEDROOM DEN 1 1/2 BATH	15	
1 BEDROOM 1 BATH	24	
STUDIO 1 BATH	1	
TOTAL	101	

ADAMS STREET ELEVATION
SCALE: 3/32" = 1'-0"



MASON STREET ELEVATION
SCALE: 3/32" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

 LaPlant Architecture, LLC OFFICE: #26 WILLARD DRIVE GREEN BAY, WISCONSIN MAILING: 1592 RUSTIC WAY GREEN BAY, WISCONSIN 54311 Telephone: (920) 737-9769 EMAIL: laplantarchitecture@yahoo.com © LaPlant Architecture LLC 2018	REVISION	DATE
	XX	XX
	DATE	12/17/2018
	PROJECT NO.	1081400
SHEET A 1.2		



RIVERFRONT ELEVATION
SCALE: 3/32" = 1'-0"

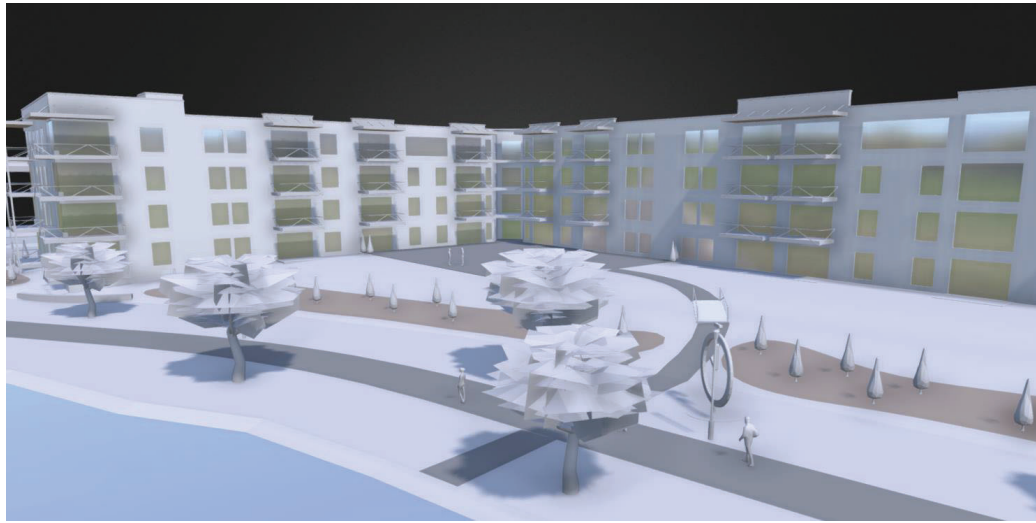
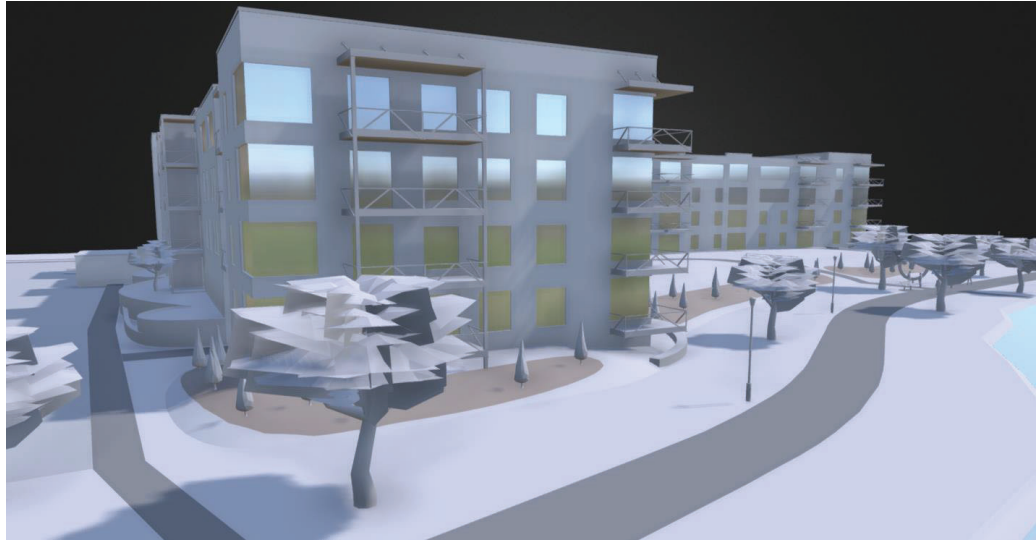


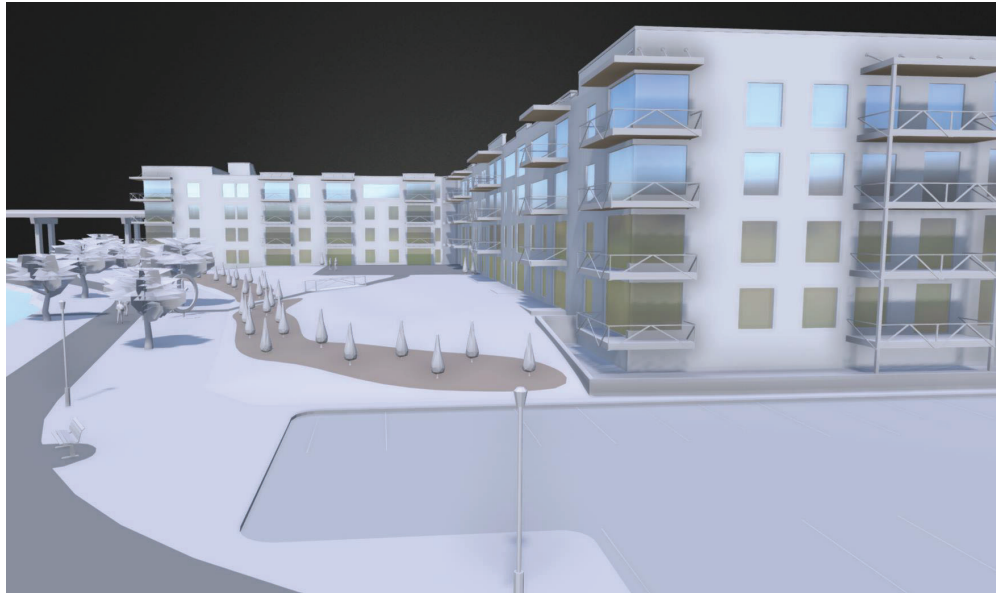
SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

 LaPlant Architecture, LLC OFFICE: #26 WILLARD DRIVE GREEN BAY, WISCONSIN MAILING: 1592 RUSTIC WAY GREEN BAY, WISCONSIN 54311 Telephone: (920) 737-9769 EMAIL: laplantarchitecture@yahoo.com © LaPlant Architecture LLC 2018	REVISION	DATE
	XX	XX
	DATE	12/17/2018
	PROJECT NO.	1081400
SHEET		A
		1.4









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: 100 E Mason

Parcel Number(s): 15-168-A / 15-168-2

Petitioner(s): Derek Liebhauser Date: 2-14-25

Email: derek@sparkdevco.com Phone Number: 920-428-9451

Address: 2065 American Dr. Suite A City: Neenah State: WI Zip: 54956

Property Owner: (LLC To Be Formed) Phone Number: 920-428-9451

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, Derek Liebhauser, respectfully request that the City of Green Bay take the following action:

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

Owner Signature: Derek Liebhauser Digitally signed by Derek Liebhauser
Date: 2025.02.14 09:50:47 -06'00' Date: _____

Petitioner Signature(s): Derek Liebhauser Digitally signed by Derek Liebhauser
Date: 2025.02.14 09:50:36 -06'00' _____

Checklist of required attachments:

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

For office use only:

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

REQUEST FOR CITY ACTION PLAN COMMISSION

PLEASE FILL OUT FOR: VACATE OR CLOSE STREET/ALLEY/PEDESTRIAN WAY

Per WI State Statue 66.1003:

All owners who abut the area proposed for vacation or closure, including all members of LLCs or ownership groups, must sign below before submitting this application.

If you are **NOT** vacating or closing a full street/alley/pedestrian way, you must also get signatures from one-third of owners of parcels within 2,650 ft. of the end of the vacation/closure area.

SIGNATURE	PRINTED NAME	ADDRESS

Please contact the Community and Economic Development Department at (920) 448-3400 with any questions.



Report to the Green Bay Plan Commission

MEETING DATE

March 18, 2025

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # O.2

To approve the request for a Conditional Use Permit to allow a consignment store use within a C1 General Commercial District at 1831 Main Street. (ZP 25-04 Public Hearing held March 10, 2025).

BACKGROUND

Primary Address: 1831 Main St

Aldersperson /District: Ald. B. Morgan / District 3

Reason for Request: The proposed CUP would allow for consignment store use for a St Vincent De Paul Store at the parcel.

Surrounding Zoning and Land Uses:

Subject: General Commercial (C1) | Vacant Building

North: Low-Density Residential (R1) | Single and Two-Family Homes

South: Highway Commercial (C2) | North Shore Bank

East: Low-Density Residential | Single and Two-Family Homes

West: General Commercial (C1) | Pick 'n Save Grocery Store

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends Commercial uses for this parcel. This project is compatible with this recommendation.

Report: 1831 Main Street is a single parcel totaling 2.44 acres. The parcel has frontage along Main Street and is adjacent to a 7.26 acre grocery store property directly east. 1831 Main Street shares an entrance leading to an existing parking lot servicing a vacant building which has a footprint of approximately 20,000 square feet.

In past years, the majority of the parcel was a Copps Grocery Store, with a cinema on the footprint of the existing Pick 'n Save Grocery Store. This changed around 2010 when the cinema was razed and the existing buildings were constructed along Main. A Planet Fitness operated within the 20,000 square foot building until the location was moved to East Town in 2021. The building has remained vacant since the gym moved.

This parcel is zoned General Commercial (C1), which classifies secondhand goods store/consignment store as a conditional use. St. Vincent de Paul is requesting using the existing building as a secondhand goods store and CUP is required.

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

- I. 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 contend that the use will work well at this site. The existing physical configuration and building size is appropriate for the operations requested. The concept plan notes some minor changes to allow for a loading dock. Applicants have been working with staff to place a new loading dock on site in a fashion which meets code. The site and use meet the seven CUP standards.

Ald. Morgan and adjacent property owners within 200 feet of this site have been notified of this request based on Plan Commission policy.

RECOMMENDATION

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

FISCAL IMPACT

ATTACHMENTS

1. ZP 25-04 Application
2. 25-04 Narrative
3. ZP 25-04 Map
4. ZP 25-04 Concept Site Plan Rotated



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: 1831 Main Street Green Bay, WI 54302

Parcel Number(s): 21-1325-3

Petitioner(s): William J. Gosse

Date: _____

Email: billg@svidpgb.org

Phone Number: 920-435-4040 x105

Address: 1529 Leo Frigo Way

City: Green Bay

State: WI

Zip: 54302

Property Owner: Green Bay C, LLC

Phone Number: 920-470-9198 Agent (Jim Bunjovac)

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, William J. Gosse, respectfully request that the City of Green Bay take the following action:

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

Owner Signature: _____

Date: 2/10/2025

Petitioner Signature(s): William J. Gosse

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.: _____

Department of Community and Economic Development
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026

February 10, 2025

Att. Jon LeRoy (jon.leroy@greenbaywi.gov)

RE: Saint Vincent DePaul store in the former Planet Fitness located at 1831 Main Street

Dear Jon:

St. Vincent de Paul is planning to purchase this existing building and change the use from a fitness center to a retail store for new and donated merchandise. The proceeds from the sale of the merchandise will be used by the organization to provide support to people in need throughout the Green Bay area.

We are requesting a conditional use permit to allow a secondhand goods store in a C1 zoning district. The current zoning is commercial C1 adjacent to residential R1.

St. Vincent de Paul currently owns and operates 4 stores in the Green Bay Area. This location will help the organization to better serve the community. The products to be sold at this location are items that are donated at this and other St. Vincent de Paul locations in the Green Bay Area.

The hours of operation for the store and the donation area will be approximately 9a to 7p 7 days/week. The facility will employ approximately 7-10 people per shift (3 full-time staff, and balance to be part-time).

The existing building is 20,000 s.f. of which approximately 12,000 s.f. will be retail, and the remainder will be warehousing, processing, and staff support areas.

Because this facility will be accepting donations from the public, we are proposing to construct a donation area and canopy on the west side of the building. The donation area will be located away from the primary entrance and away from most of the parking area to minimize the disruption of traffic flow on the site.

The donation area will be located away from the residential areas on the north and east sides of the site. Being located on the front of the building, together with video surveillance will help to discourage after-hours drop off.

The interior landscape island that is being removed to accommodate the donation area and canopy will be replaced as part of the canopy drive lane design.

The building currently does not have a loading dock. To operate at the new location, St. Vincent de Paul requires a loading dock. The main use of the loading dock is for the transfer of merchandise between the other stores that St. Vincent de Paul operates in the area, which will be transported by St. Vincent de Paul box-type trucks between the hours of 8a and 5p.

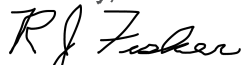
We are proposing a new loading dock on the north side of the building which will be away from the parking areas. This location allows use of the dock without maneuvering around the building adjacent to the residential area on the east. It is designed to be able to accept semi-trailers but the normal deliveries to this facility are via box trucks without trailers so maneuvering into the dock area is easier.

The location of the proposed loading dock and the trucks is away from the north residential area with a drive lane of approximately 12'-0" and an existing landscape buffer of approximately 18'-0". It will be additionally screened along the side of the truck area with a slated chain link fence to match the existing fence which is on the east side of the site.

As a part of the proposed alterations, a few parking spaces will be lost, but the number of spaces required for the site based on 1 space / 500 s.f. of sales would be approximately 40 spaces, and currently there are 90 spaces.

Please review the drawings and the attached documents and let me know if you have any comments.

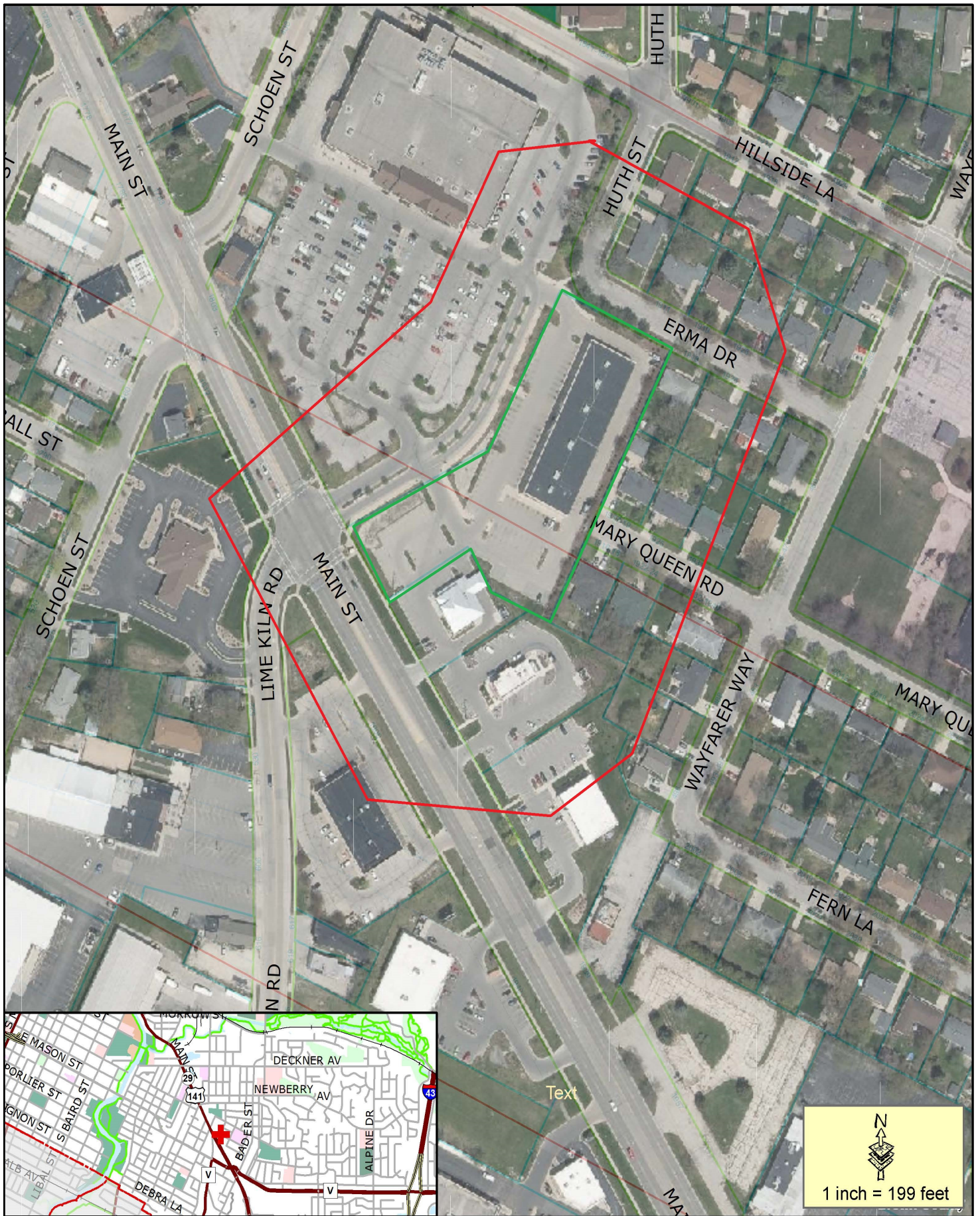
Sincerely,



Richard J. Fisher, A.I.A.
Senior Project Architect

FISHER & ASSOCIATES, LLC

Architects/Planners W13654 Balsam Lake Road Crivitz, WI 54114 Phone: 920-376-0007



- Proposed CUP Parcel
- 200' Property Owner Notice

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

Zoning Petition (ZP 25-04)
Conditional Use Permit Request
Consignment Store Use in C1
General Commercial Zoning District
1831 Main Street

SALES:

DATE:

DRAWN BY:

DATE:

SHEET NO.:

DATE:

ARCHIT. NO.:

DATE:

PROJECT INFO:

PROPOSED ALTERATIONS FOR:

St Vincent de Paul Green Bay Thn1 Store

1831 Main Street

Green Bay, WI 54302

COMPANY OFFICE

OUR REPUTATION IS BUILDING

CONSTRUCTION SERVICES CORP. • DESIGN/BUILD/FINANCE

WWW.SMET.COM

2000 FRONT PLACE

GREEN BAY, WI 54302

PHONE: (920) 868-8888

FAX: (920) 868-8881

EMAIL: BUILD@SMET.COM

COPYRIGHT NOTICE

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REGISTERED PROFESSIONAL ARCHITECT

FISHER & ASSOCIATES, LLC

1800 S. WAVERLY AVENUE, SUITE 200

GREEN BAY, WI 54302

PHONE: (920) 868-8888

FAX: (920) 868-8881

EMAIL: FISHER@FISHERANDASSOCIATES.COM





Report to the Green Bay Plan Commission

MEETING DATE

March 18, 2025

PREPARED BY

David Buck, Staff

AGENDA ITEM # O.3

To approve the request to establish a Planned Unit Development (PUD) on property bounded by Algoma Rd, Sussex Rd, Church Rd, and Bay Settlement Rd (Parcels 22-106, 22-111, 22-120, 22-124, 22-SC195-3, 22-SC196, 22-SC198-1, 22-SC199, 22-SC204, & 22-SC208). (ZP 25-03 Public Hearing held March 10, 2025).

BACKGROUND

Reason for Request: To permit the development of an integrated low-density residential subdivision that includes a mix of single-family lot sizes, limited two-family uses, areas for multiple-family use, areas for neighborhood-oriented commercial uses and permanent open spaces.

Subject Parcel Zoning and Land Use: Subject land area is undeveloped. It is zoned Low Density Residential (R-1) District with a small portion of Rural Residential (RR) District along Scottwood Drive / Algoma Road.

Surrounding Zoning and Land Uses:

North: Rural Residential (RR) | Undeveloped

South: Town of Scott | Low Density Residential

East: Town of Scott | Low Density Residential

West: Low Density Residential (R-1) | Low Density Residential and Public School

Comprehensive Plan: The 2022 Smart Growth Plan designates a majority of the subject 168 acres of property for low density residential uses at 155 acres and also includes designation for approximately 12 acres of land along Scottwood Dr/Algoma Rd for commercial uses. The proposed zoning change to a Planned Unit Development, as drafted, is not completely consistent with the recommendation of the Comprehensive Plan as the inclusion of multiple-family use is a new element. However, the allowed density of low-density residential (4–8 units per acre) is still much greater than the density of the residential, multiple-family and green space at the proposed levels, as follows:

Comprehensive Plan Density Calculation:

Low density (4–8 units per acre) on 155 acres = 620 – 1,240 units

Proposed PUD Density Calculation:

218 single-family homes SITES and 9 two-family home sites on 114.8 acres

160 Multiple-family units on 17.78 acres

= 396 total units proposed on 162.5 acres (133 developed acres residential with 29.5 acres of green space)

Information discovered has affected the ability to implement the comprehensive plan's density recommendations in that there has been the identification of significant wetlands on the property as well as regulations associated with two navigable waterways that were unknown when the comprehensive plan was drafted. These wetlands are proposed to be contained as part of the 29.5 acres of permanent green space and incorporated as unbuildable area within many of the lots. Additionally, the steep slope rising from west

to east up the Niagara Escarpment does not permit acceptable potable water pressure, so lots on the eastern end of the development are extremely large and take up a lot of land. These factors have allowed staff to agree that the utilization of the PUD with the varying uses and mixed lot sizes meets or is a bit below the intent of the Comprehensive Plans Future Land Use.

Analysis: The purpose of the Planned Unit Development District and the regulations applicable to it are meant to encourage and provide an avenue to create a new development by permitting greater flexibility on lot sizes and land-uses. The draft PUD regulations are established to offer latitude in the allowed uses permitted and flexibility in the development of the sites. It is intended to encourage the development of commercial land along Scottwood Dr / Algoma Rd and permit the development of a new low-density residential subdivision that includes a mix of small lot single-family home sites, limited two-family home sites, and two areas for multiple-family development.

The overall development area is approximately 168 acres of land roughly bound by Algoma Rd to the south, Sussex Rd to the west, Church Rd to the north & Bay Settlement Rd to the east, including parcels 22-106, 22-111, 22-120, 22-124, 22-sc195-3, 22-sc196, 22-sc198-1, 22-sc199, 22-sc204, & 22-sc208. The development is proposed to incorporate four land use areas:

1. Single and two-family use areas – approximately 114.8 acres or 68.5 percent of the subject property is designated for single-family use with limited two-family use lots permitted. The petitioner is proposing 218 single-family homes and nine two-family homes.
2. Multiple-family use area – approximately 17.8 acres or 10.5 percent of the subject property is designated for multiple-family uses. The petitioner is proposing eight 16-unit buildings on the central 14-acres of land and two 16-unit buildings on the 3.8 acres of land fronting Algoma Rd.
3. Commercial use area – approximately 5.9 acres or 3.5 percent of the subject property is designated for commercial use. No development is being proposed at this time but would be regulated as General Commercial (C-1) zoning.
4. Open space area – approximately 29.5 acres or 17.5 percent of the subject property is designated for conservation or passive recreational uses. No uses are currently proposed.

Attached to the staff report is the draft PUD that contains specific details on uses, lot areas/widths, setbacks, building height, impervious surface coverage, stormwater management, signage, parking, lighting, landscaping, and access/circulation. Exceptions to the zoning regulations include:

1. Allowing smaller lot sizes – 39 lots with 60' of frontage and 41 lots with 70' of frontage.
2. Allow reduced side yard setbacks – lots with 60' feet of frontage would be allowed a 5' side yard setback rather than the code required 6'. Due to the reduced lot widths.
3. Allow larger impervious surface coverage – single- and two-family lots be allowed 60% impervious surface rather than the code maximum of 50%. Due to the reduced lot widths/sizes.

Alderson Grant, the Red Smith Neighborhood Association, Mahon Creek Neighborhood Association, Town of Scott Clerk's Office and city property owners within 400 feet have been notified of the meeting via courtesy letter based on Planning policy. The petitioner held a neighborhood meeting on November 11, 2024, that was attended by about 80 individuals. Staff received inquiries about the development as well as heard concerns over the project's perceived effects on property values by having any multiple-family or commercial uses, increased traffic associated with new development, concerns related to stormwater flooding, and loss of open space in the area.

RECOMMENDATION

Approval of the request for the Planned Unit Develop, as drafted.

FISCAL IMPACT

ATTACHMENTS

1. ZP 25-03 Application
2. ZP 25-03 App Narrative
3. ZP 25-03 Application - PUD details 022625
4. ZP 25-03 mapped details8x11
5. ZP 25-03 Location Map
6. Draft ZO XX-25 - Koz 167 PUD wexhib 3.5.25



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: Church Road, Algoma Road, Sussex Road

Parcel Number(s): 22-111, 22-124, 22-106, 22-120, 22-sc199, 22-sc198-1, 22-sc208, 22-sc204, 22-sc195 & 22-sc195-3

Petitioner(s): Vierblicher (Brad Rymer) Date: 02/05/25

Email: brym@vierblicher.com Phone Number: 920-434-9670

Address: 400 Security Blvd City: Green Bay State: WI Zip: 54313

Property Owner: TJDM LLC (Moski Corp) Phone Number: 920-432-9230

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

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

Owner Signature: [Signature] Date: 2-5-25

Petitioner Signature(s): [Signature]

Checklist of required attachments:

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

For office use only:

Review Fee: \$425-

Receipt No.: _____

Zoning Petition No.: 25-03

TJDM, LLC – MOSKI Corp. 167 acres in Northeast Green Bay (Red Smith Neighborhood)

This project is made up of approximately 167 acres (10 tax parcels) located in the Northeast corner of the City of Green Bay in the Red Smith neighborhood bound by Church Road on the North, Sussex Road on the West, Algoma Road on the South, and the Town of Scott on the East. The property is inundated with environmental constraints. Wetlands and navigable waterways have been delineated and mapped on a portion of the property and approximate wetlands have been identified on the remainder. There are currently 6 existing stub roads leading into the property from Sussex Road. These access points, along with 2 additional access points to Sussex Road & Church Road, and the environmental constraints create 5 'pods'. Each pod acts independently as its own potential single-family development. There is one area of the property that doesn't have direct access without crossing some wetlands. This area lends itself best to do a private development. The driveway for the private development would have an easier time permitting and crossing the wetlands to gain access than having a public right of way push through and disturb a greater amount of the wetlands. The area is best suited for a multi-family development with 2 points of access back to public roads. The closest building in this development to the existing homes along Sussex would be approximately 1300 feet separated by wooded wetlands and open areas. There is also an isolated area off Algoma Road that would be best suited for a smaller multi-family development. The Northeast corner of Algoma Road and Sussex Road is identified on the future land use plan as commercial. We held a neighborhood meeting on Monday, November 11th, 2024 at the Gathering Space at Holy Cross. Concerns from the neighbors included the capacity of Red Smith School, the multi-family tenants, and the water issues stemming from the escarpment. The attached map identifies the proposed land uses; commercial at the Southwest corner of the site, multi-family at the Southeast corner of the site, and single family residential woven through the remainder. The City already owns a strip of land under the power lines running on the West side of the site where a trail system is proposed through this corridor. There are ample areas designated for storm water management and open area.

Single Family Residential – 60 feet minimum frontage for the pod at the extension of Baywatch Drive

Shorewood Heights First Addition

Enclosed Maps

- 1) Overall Planned Unit Development layout*
- 2) Standard R-1 Lots*
- 3) Lots with deviations from R-1 standards*
- 4) R-3 Concept Plan*
- 5) Black & White zoning map*

Map 1 – This shows the overall development on the entire 167 acres. The colors are broken up into single family, multi family, commercial, and open space. The single family is broken down again on the subsequent maps. The open space is intended to be just that, open. It could be zoned R-1 and would be contained within Outlots rendering those areas un-buildable.

Map 2 – This map shows the portion of the development that would be governed by the City's standard R-1 zoning code. No deviations are being requested.

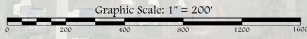
Map 3 – This map depicts the areas where R-1 standard zoning code deviations are being requested. There are 3 areas abutting proposed stormwater ponds that we are requesting 70 feet of minimum frontage with 60% maximum impervious surface coverage and 20 foot front yard setbacks to the garage. These lots consist of 17% of the total developed lots. The other area at the Easterly extension of Baywatch Drive is requested to be 60 feet of minimum frontage with 20 foot front yard setbacks to the garage and 5 foot side yard setbacks on single story homes and a maximum impervious surface coverage of 60%. These lots consist of 18% of the total developed lots. We also identify 9 potential lots suitable for duplexes which are 4% of the total developed lots or 6% of the standard R-1 lots.

Map 4 – This map depicts a concept plan for the 2 multi-family sites. The building depicted is a 16 unit building with attached parking. This is a concept and not a final site plan for construction.

Map 5 – This map can be used by the City to incorporate in the PUD code. This depicts the different zonings along with identifying the potential duplex lots.

Density - The single family portion of the development consists of 227 lots on 143.47 acres for a density of 1.6 units per acre. If we were to exclude the open spaces and right of ways, we are left with 98.03 acres for a density of 2.3 units per acre. The multi-family portions of the project contain 17.81 acres. The concept plan depicts approximately 160 units for a density of 9 units per acre.

City of Green Bay, Brown County, Wisconsin.



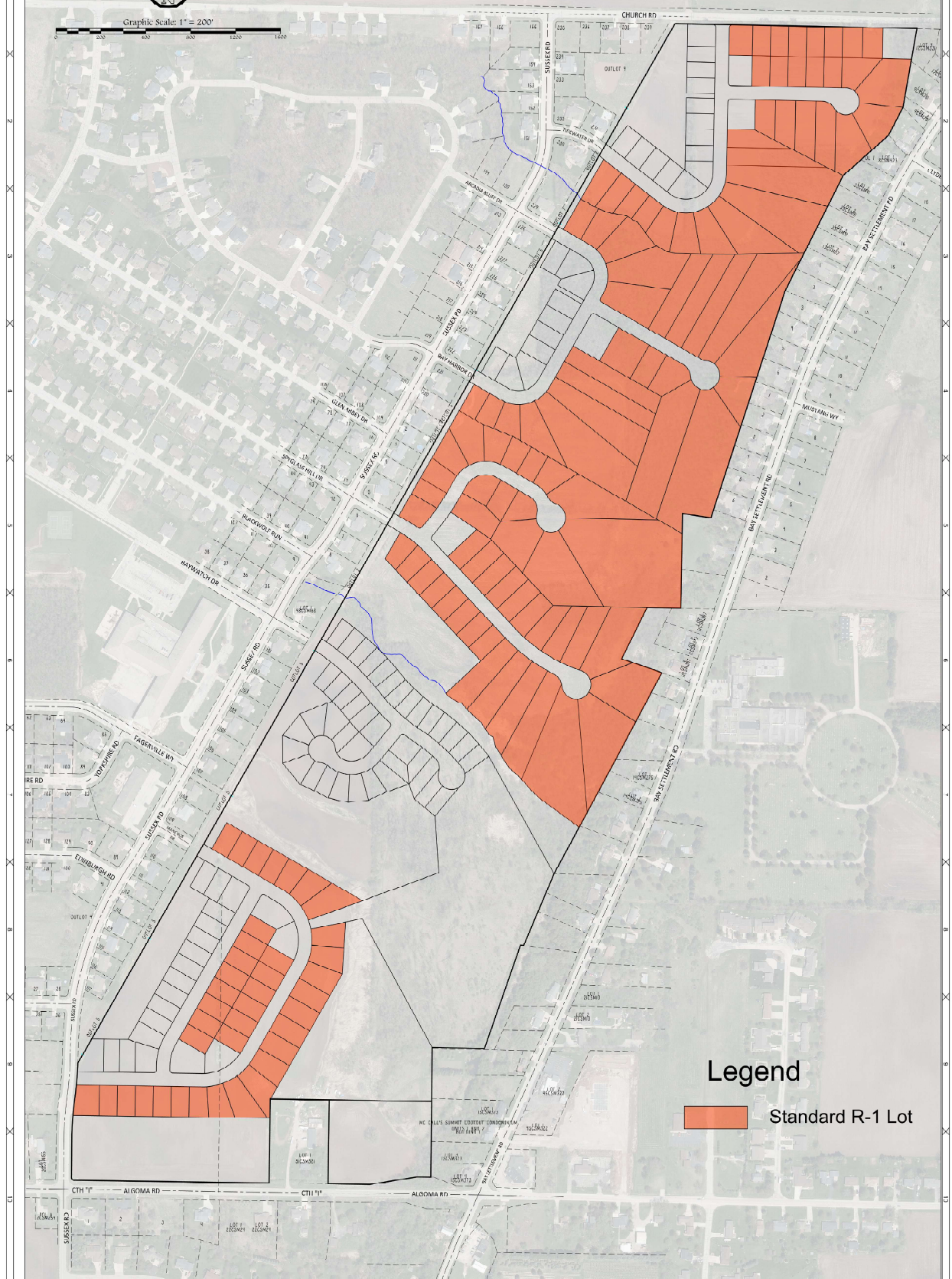
-  Single Family
-  Multi Family
-  Commercial
-  Open Space

- Planned Unit Development -

City of Green Bay, Brown County, Wisconsin.



Graphic Scale: 1" = 200'



Legend

Standard R-1 Lot

PROJECT NO.
2016
SHEET NO.
2 OF 4
DRAWING NO.
S-3392

MOSKI Corp.

File: T-0816/Layout 020123.dwg

vierbicher
planners | engineers | advisors



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

TAX PARCEL NO. 22-111, 22-124, 22-100, 22-SC189,
22-SC188-1, 22-SC206, 22-SC204, 22-SC185 & 22-SC185-3
Planned Unit Development
Church Road, Sussex Road, Algoma Road

Drawn By:

Reviewed By:

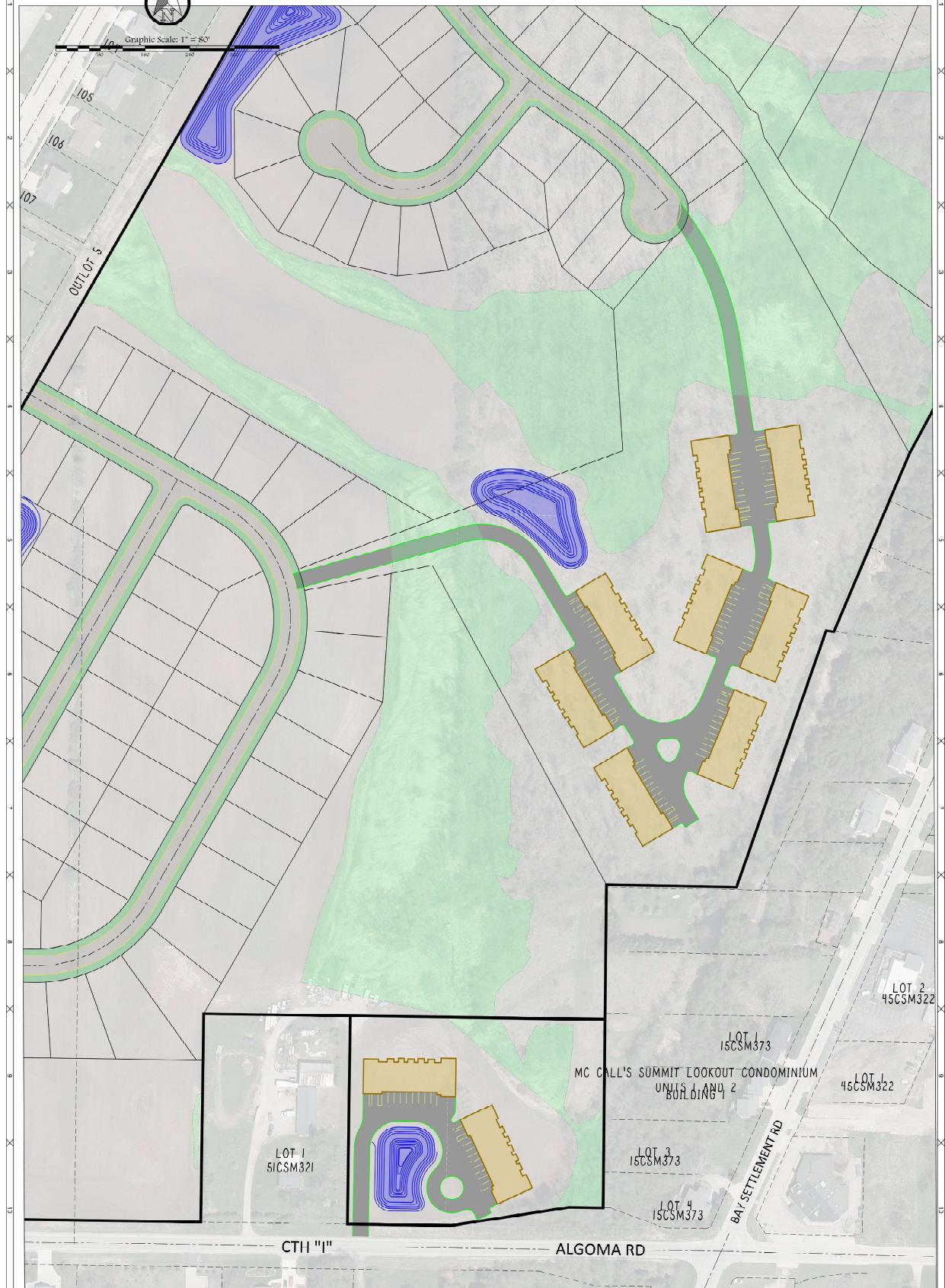
SCALE
1" = 200'
DRAWN BY
DATE

SCALE
1"=200'
DRAWN BY
BAR

City of Green Bay, Brown County, Wisconsin.



Graphic Scale: 1" = 80'



PROJECT NO.
T-8816
SHEET NO.
4 of 4
DRAWING NO.
S-3392

MOSKI Corp.

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planners | engineers | advisors



TAX PARCEL NO. 22-111, 22-124, 22-100, 22-120, 22-3C199,
22-3C196-1, 22-3C206, 22-3C204, 22-3C195 & 22-3C195-3

Planned Unit Development

Church Road, Sussex Road, Algoma Road

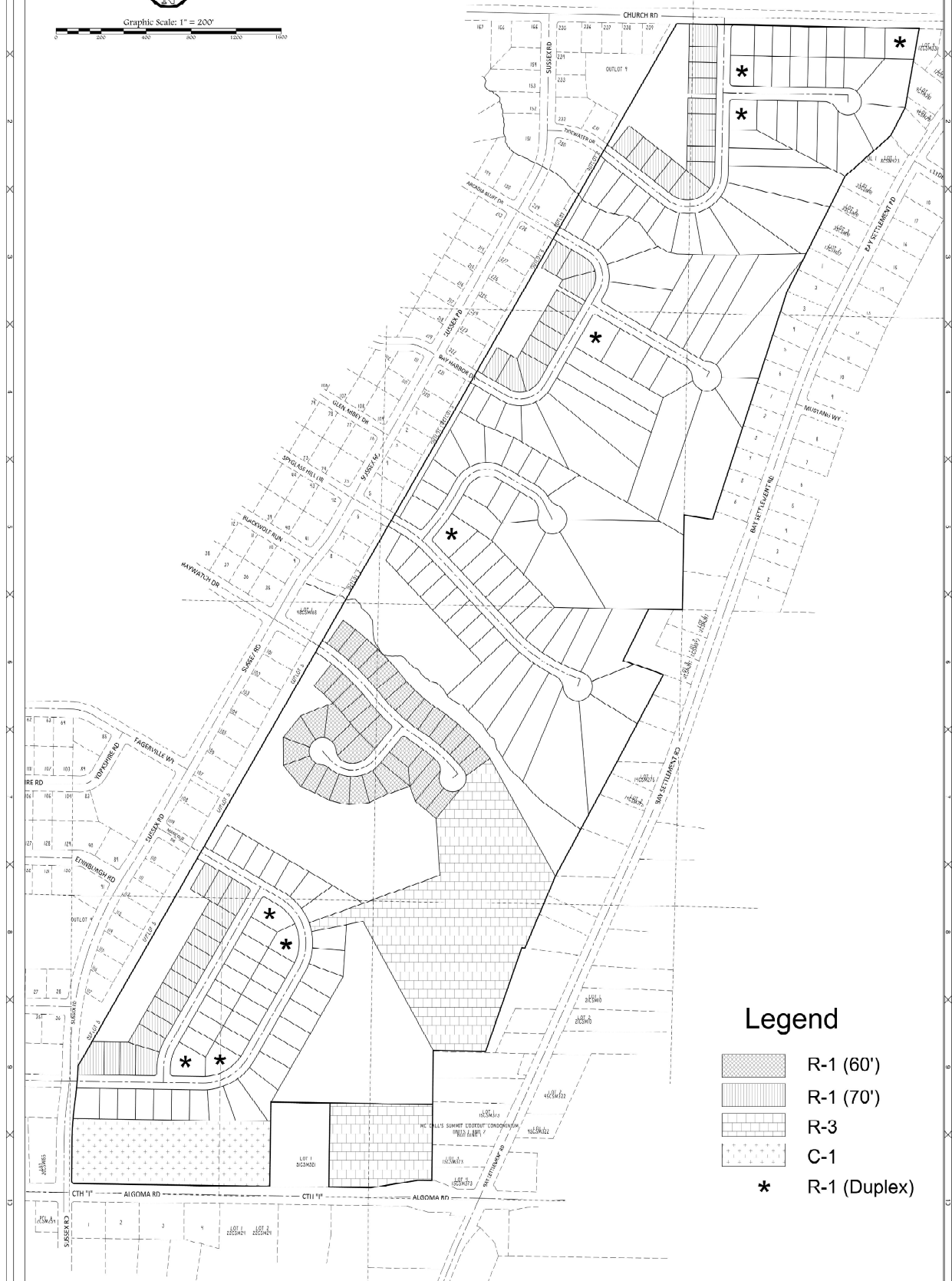
SCALE
1"=200'

- Planned Unit Development -

City of Green Bay, Brown County, Wisconsin.



Graphic Scale: 1" = 200'



Legend

- R-1 (60')
- R-1 (70')
- R-3
- C-1
- R-1 (Duplex)

PROJECT NO.
22-016
SHEET NO.
1 of 1
DRAWING NO.
S-3392

MOSKI Corp.

File: T-0816/Layout 021023.dwg

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400 Security Blvd Ste 1, Green Bay, WI, (920) 434-1970

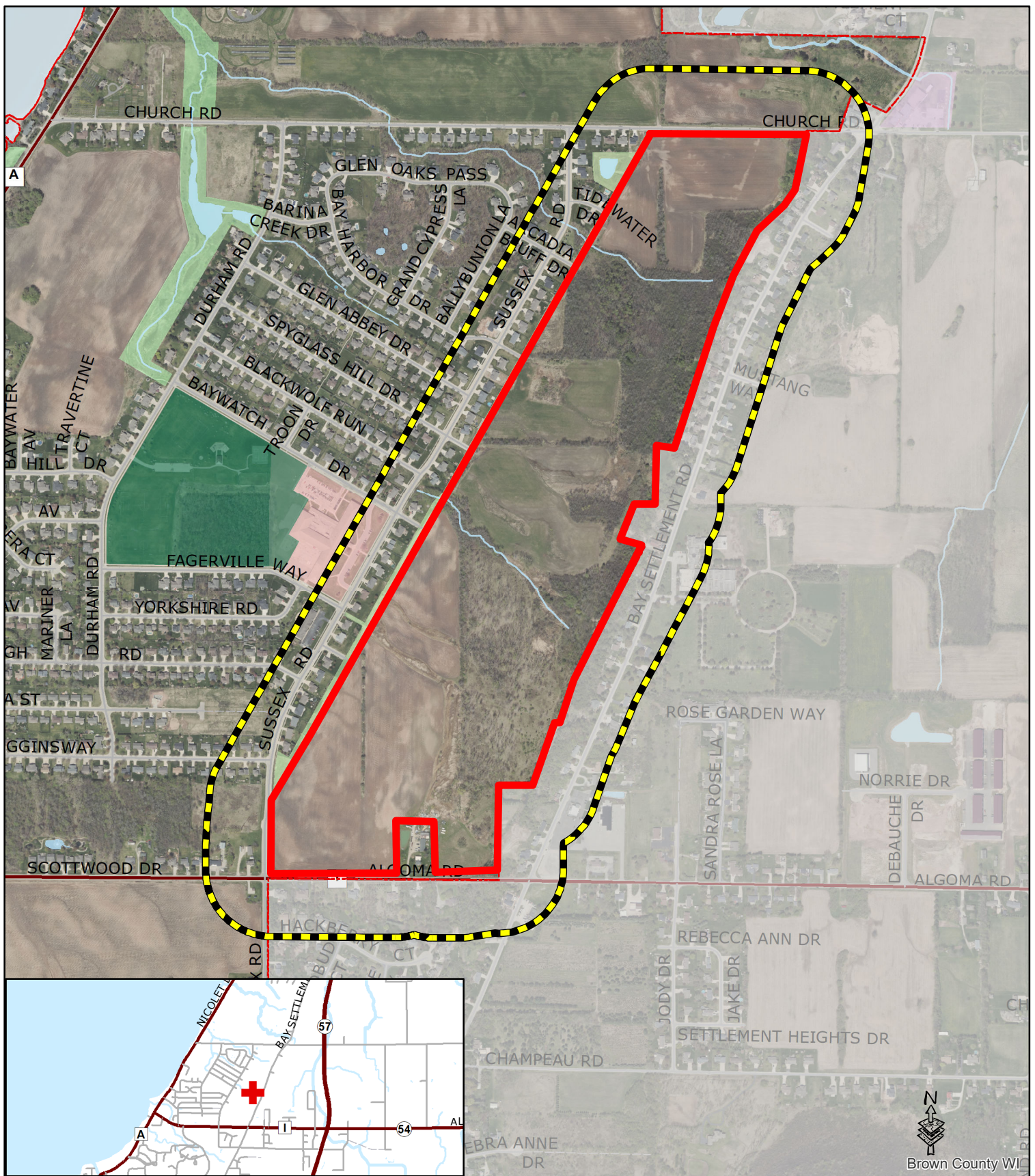
TAX PARCEL NO. 22-111, 22-124, 22-100, 22-120, 22-SC189,
22-SC188-1, 22-SC206, 22-SC204, 22-SC185 & 22-SC185-3
Planned Unit Development
Church Road, Sussex Road, Algoma Road

DATE: 10/1/23

PREPARED BY: [Signature]

SCALE
1" = 200'
DRAWN BY: [Signature]
DATE: 10/1/23





- Proposed PUD
- 400' + Property Owner Notice
- Town of WScott

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.

Zoning Petition (ZP 25-03)

Proposed Planned Unit Development (PUD)



ZONING ORDINANCE NO. XX-25

AN ORDINANCE ZONING LAND ROUGHLY BOUNDED BY ALGOMA RD,
SUSSEX RD, CHURCH RD, & BAY SETTLEMENT RD (PARCELS 22-106,
22-111, 22-120, 22-124, 22-SC195-3, 22-SC196, 22-SC198-1, 22-SC199, 22-SC204,
& 22-SC208) AS A PLANNED UNIT DEVELOPMENT DISTRICT (PUD)
(ZP 25-03)

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 Overlay District on the following described property (as shown on Exhibit A - Location Map):

Part of the Northeast 1/4 of the Southwest 1/4 and part of the Northwest 1/4 of the Southeast 1/4 and part of the Southeast 1/4 of the Southwest 1/4 and part of the Southwest 1/4 of the Southeast 1/4 of Section 13, T24N-R21E and part of the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 of the Northwest 1/4 and part of the Southwest 1/4 of the Northwest 1/4 and part of the Southeast 1/4 of the Northwest 1/4 of Section 24, T24N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the West 1/4 Corner of Section 13, T24N-R21E; thence S88°52'58"E, 2586.04 feet along the North line of the Southwest 1/4 of said Section 13 to the Point of Beginning; thence S88°52'58"E, 54.00 feet along said North line to the Center of Section 13, T24N-R21E; thence S88°53'03"E, 1010.24 feet along the North line of the Southeast 1/4 of said Section 13; thence S10°02'23"W, 391.61 feet along the West line of Lots 3 and 4 Certified Survey Map No. 2629, Brown County Records and Lots 1 and 2 Certified Survey Map No. 2137, Brown County Records; thence S27°21'07"W, 139.28 feet; thence S48°17'16"W, 271.46 feet along the West line of Lot 1 and Outlot 1 Certified Survey Map No. 2018, Brown County Records and Lot 1 Certified Survey Map No. 5083, Brown County Records; thence S26°44'34"W, 573.68 feet along the West line of said Certified Survey Map No. 5083, Brown County Records and Lot 2 Certified Survey Map No. 2684, Brown County Records and Lots 1 and 2 of the recorded plat of "Dutch View Estates" (Volume 18, Plats, Page 6, Document No. 1084901, Brown County Records); thence S18°07'27"W, 1063.07 feet along the West line of Lots 3, 4, 5, and 6 of said recorded plat of "Dutch View Estates" and The West line of the recorded plat of "Waterview Estates" (Volume 18, Plats, Page 67, Document No. 1125272, Brown County Records); thence N81°52'32"W, 127.77 feet; thence S1°02'23"W, 420.21 feet along the East line of the Southwest 1/4 of said Section 13 to the North 1/4 Corner of Section 24, T24N-R21E; thence N88°54'23"W, 150.24 feet along the North line of Lot 1 and 3 of Certified Survey Map No. 2473, Brown County Records and the North line of the Northwest 1/4 of said Section 24; thence S26°20'48"W, 255.73 feet along the West line of said Lot 3 of said Certified Survey Map No. 2473; thence S70°57'08"E, 189.51 feet along the South line of

said Lot 3; thence S27°54'55"W, 438.98 feet; thence S28°09'12"W, 587.34 feet along the West line of Certified Survey Map No. 2882, Brown County Records and its extension; thence S22°58'05"W, 347.20 feet; thence N83°11'52"W, 14.00 feet; thence S19°13'30"W, 481.54 feet; thence N88°50'29"W, 232.37 feet; thence S0°35'35"W, 574.50 feet along the West line of Lots 1, 3, and 4 of Certified Survey Map No. 3030 and the West line of the recorded plat "MC Calls Summit Lookout Condominium" (Volume 1, Plats, Page 343, Document No. 1157284, Brown County Records) to the Northerly Right of Way of Algoma Road A.K.A. (C.T.H. "I"); thence N89°13'04"W, 61.69 feet along said Northerly Right of Way; thence S81°42'30"W, 222.22 feet along said Right of Way; thence N89°13'04"W, 176.02 feet along said Right of Way; thence N0°46'56"E, 372.99 feet; thence N89°13'04"W, 262.52 feet; thence S0°46'56"W, 372.99 feet to said Northerly Right of Way; thence N89°13'04"W, 868.26 feet along said Northerly Right of Way; thence 18.79 feet along an arc with a 12.00 foot radius curve to the right whose long chord bears N44°23'23"W, 16.93 feet along said Northerly Right of Way and the Easterly Right of Way of Sussex Road; thence N0°28'05"E, 167.27 feet along said Easterly Right of Way; thence 189.26 feet along an arc with a 1465.00 foot radius curve to the right whose long chord bears N4°10'09"E, 189.13 feet along said Easterly Right of Way; thence 155.14 feet along an arc with a 1535.00 foot radius curve to the left whose long chord bears N4°58'30"E, 155.07 feet along said Easterly Right of Way; thence N29°51'35"E, 2370.70 feet along the East line of Outlot 5 of the recorded plat of "R.J. Vander Kelen's Shorewood Heights Sixth Addition" (Volume 22, Plats, Page 96, Document No. 2085407, Brown County Records); thence N29°53'34"E, 3006.68 feet along the East line of Outlots 1 and 2 of the recorded plat of "Thomas J. Juza's Shorewood Heights" (Volume 22, Plats, Page 79, Document No. 2075282, Brown County Records) and the East line of Outlots 5, 6, 7, 8, and 9 of the recorded plat of "Thomas J. Juza's Shorewood Heights First Addition" (Volume 22, Plats, Page 205, Document No. 2166910, Brown County Records) to the Point of Beginning. Parcel contains 7,317,856 square feet / 167.99 acres more or less, to the Centerline of Church Road.

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

- A. PURPOSE AND INTENT. The Planned Unit Development (PUD) is being utilized to permit the development of a integrated low-density residential subdivision that includes a mix of single-family lot sizes, limited two-family uses, areas for multiple-family use, areas for neighborhood oriented commercial uses and permanent open spaces.
- B. DEVELOPMENT AREAS. The 168 acres of the subject property is broken into four land use areas as illustrated on Exhibit B-Use Map and described below. Each land use area will have distinct permitted uses and other land-use/dimensional regulations as outlined in this PUD.
 - 1. Single and two-family use area – approximately 114.8 acres or 68.5 percent of the subject property is designated for single-family use with limited two-family use lots permitted.

2. Multiple-family use area - approximately 17.8 acres or 10.5 percent of the subject property is designated for multiple-family uses.
3. Commercial use area - approximately 5.9 acres or 3.5 percent of the subject property is designated for commercial use.
4. Open space area - approximately 29.5 acres or 17.5 percent of the subject property is designated for conservation or passive recreational uses.

C. LAND-USE. The principal and accessory land uses which may be established and/or maintained on the subject property are as follows:

1. Single and two-family use area. Permitted uses within the area designated for single family uses and labeled “R-1 (60’)” and “R-1 (70)” on Exhibit C – Zoning Map are those identified within Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Low-Density Residential District (R-1).
 - a. Two-family uses shall also be permitted on nine lots as identified on Exhibit C – Zoning Map
2. Multiple-family use area. Permitted and conditional uses within the area designated for multifamily use labeled “R-3” on Exhibit C – Zoning Map are those identified within Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Varied Density Residential District (R-3).
3. Commercial use area. Permitted and conditional uses within the area designated for Commercial use labeled “C-1” on Exhibit C – Zoning Map are those identified within Green Bay Municipal Code, Chapter 44, Article VIII – Commercial Districts in the General Commercial District (C-1).
4. Open space area. Permitted uses within the area designated for Open Space on Exhibit B – Use Map are limited to permanent greenspace and passive recreational uses as deemed appropriate by the Green Bay Department of Parks, Recreation and Forestry .

D. DIMENSIONAL AND AREA REQUIREMENTS. Dimensional and area requirements shall meet the following regulations:

1. Lot Width and Area. The minimum lot width and lot area shall be regulated by use.
 - a. Commercial area: minimum lot width of 100 feet with minimum lot area of one-half acre.
 - b. Single and two-family areas: minimum lot width and area shall be regulated per Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Low-Density Residential District (R-1) with the following alterations:

- i. Lots located in the R-1 (60') area on Exhibit C – Zoning Map shall have a minimum lot width of 60 feet at the front property line with a minimum lot area of 6,000 square feet.
 - ii. Lots located in the R-1 (70') area on Exhibit C – Zoning Map shall have a minimum lot width of 70 feet at the front property line with a minimum lot area of 7,000 square feet.
 - c. Multiple-family areas: Minimum lot width and area in the R-3 area on Exhibit C – Zoning Map shall be regulated per Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Varied Density Residential District (R-3) with the following alterations:
 - i. Minimum street frontage for the central multiple-family area shall be 40 feet
 - ii. Minimum of two frontages with vehicle and pedestrian access shall be provided.
 - d. Open space areas: There shall be no minimum lot width or area associated with the open space areas designated for Open Space on Exhibit B – Use Map, however suitable access for public emergency service providers shall be provided as deemed appropriate by the Green Bay Police Department and the Green Bay Metro Fire Department.
- 2. Setbacks. Setbacks are established by use.
 - a. Commercial area: All setbacks shall be regulated per Green Bay Municipal Code, Chapter 44, Article VIII – Commercial Districts in the General Commercial District (C-1) as well as other relevant sections of the Green Bay Municipal Code.
 - b. Single and two-family areas: All setbacks shall be regulated per Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Low-Density Residential District (R-1) with the following alterations:
 - i. Front yard setbacks shall be a minimum of 20 feet for principal structures.
 - ii. Lots located in the R-1 (60') area on Exhibit C – Zoning Map shall have a reduced side yard setback of 5 feet for single-story principal structures.
 - c. Multiple-family areas: All setbacks shall be regulated per the Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Varied Density Residential District (R-3) as well as other relevant sections of the Green Bay Municipal Code.
 - d. Open space areas: All setbacks shall be regulated per the Green Bay Municipal Code, Chapter 44, Article XI – Conservation District as well as other relevant sections of the Green Bay Municipal Code.
- 3. Height. Maximum building heights shall be regulated by use.

- a. Structures associated with commercial uses: maximum height is 40 feet or 3 stories, whichever is less.
 - b. Single-family and two-family dwellings: maximum height is 35 feet or 2.5 stories, whichever is less.
 - c. Structures associated with multiple-family development: maximum height is 35 feet or 3 stories, whichever is less.
 - d. Structures associated with open space uses: maximum height is 25 feet or 1 story, whichever is less.
- 4. Impervious Surface. Maximum impervious surface coverage shall be regulated by use.
 - a. Commercial area: maximum impervious surface including all buildings, drives, walks, etc. is 80% of lot area.
 - b. Single-family and two-family dwellings: maximum impervious surface including all buildings, drives, walks, etc. is 60% of lot area.
 - c. Multiple-family use area: maximum impervious surface including all buildings, drives, walks, etc. is 70% of lot area.
 - d. Open space areas: maximum impervious surface including all buildings, drives, walks, etc. is 20% of lot area.
- E. STORM WATER MANAGEMENT AND GRADING PLAN. A storm water management and grading plan meeting the standards established by the Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits.
 - 1. The storm water management and grading plan shall be comprehensive and take into account expected build-out of the entire PUD area as depicted on Exhibit A – Location Map.
 - a. With approval of the Department of Public Works, this requirement may be adjusted to address only storm water management needs of the specific development area for which development is proposed.
 - 2. Stormwater management facilities should function not only as a utility but also as an integral site amenity.
 - a. Green infrastructure and sustainable stormwater management practices are encouraged to be utilized throughout the site.
 - b. Traditional stormwater facilities shall be designed with landscaping providing human-scale interest and incorporating native plant species where possible.
- F. SIGNAGE. Signage throughout the PUD area shall be regulated as follows:
 - 1. Signage for the commercial area shall be regulated as the General Commercial (C1) District per the Green Bay Municipal Code, Chapter 30, Article II.
 - 2. Signage for single-family and two-family dwelling areas shall be regulated as the R-1 Low Density District per the Green Bay Municipal

Code, Chapter 30, Article II.

3. Signage for the multiple-family use areas shall be regulated as the R-3 Varied Density District per the Green Bay Municipal Code, Chapter 30, Article II.
4. Signage for the open space areas shall be regulated limited to that signage considered exempt in the Green Bay Municipal Code, Chapter 30, Article II, Section 30-6.

- G. REFUSE AND MECHANICALS. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX, Division 3, Section 44-1917.
- H. ACCESS AND PARKING. Parking requirements shall be regulated by specific use per the Green Bay Municipal Code, Chapter 44, Article VIII.
- H. LIGHTING. Lighting throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article V, Division 8.
- I. LANDSCAPING. Landscaping throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX.
- J. ACCESS AND CIRCULATION. Access and circulation for automobile and pedestrian traffic shall be established in substantial conformity with Exhibit C – Use Map.
 1. All roadways shall be dedicated to the public and shall provide public sidewalks as regulated within Green Bay Municipal Code, Chapter 36-Subdivisions, Article VII – Design Requirements.

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

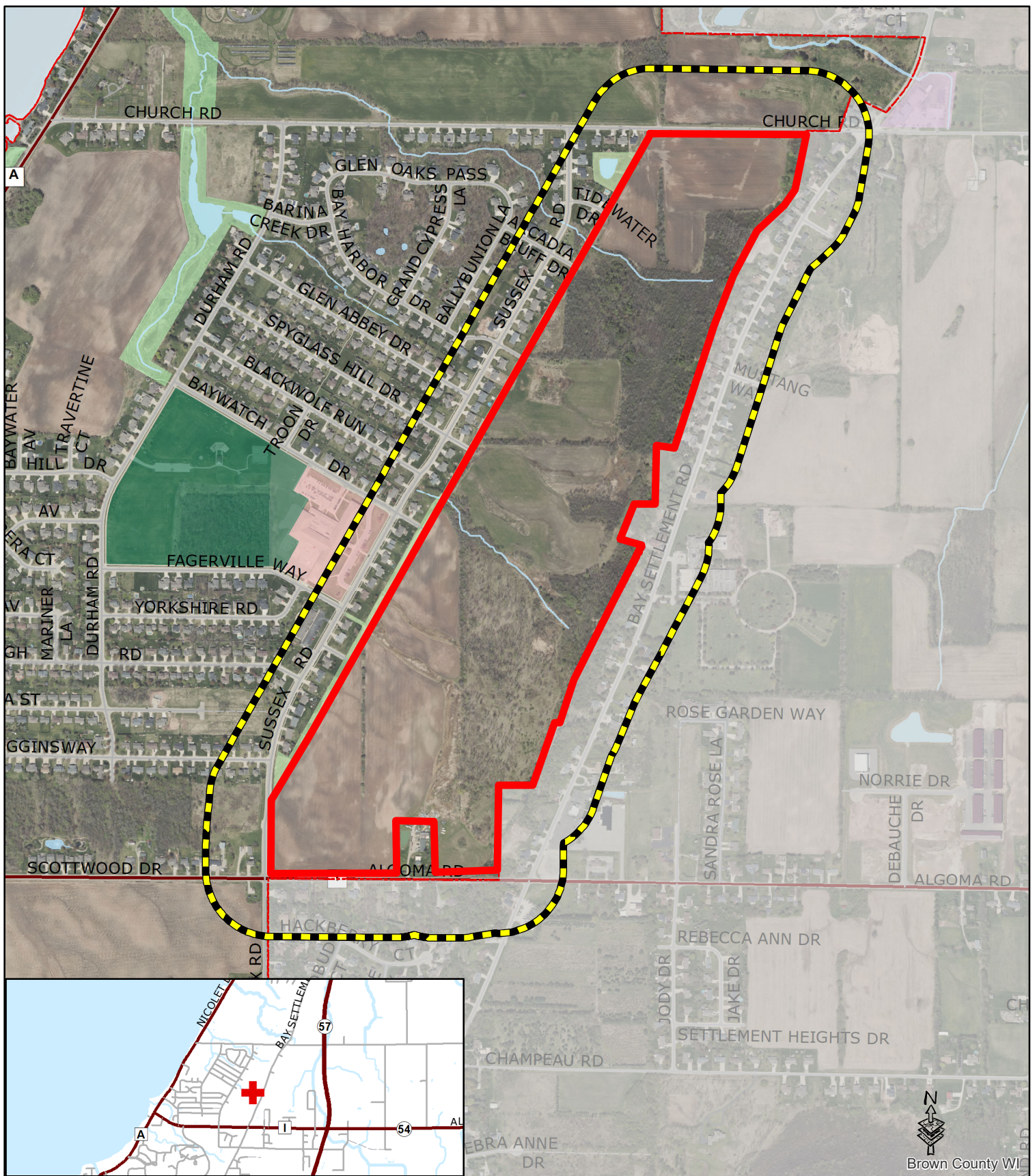
db:

Attachments:

Exhibit A - Location Map

Exhibit B – Use Map

Exhibit C – Zoning Map



- Proposed PUD
- 400' + Property Owner Notice
- Town of WScott

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EXHIBIT A - LOCATION MAP

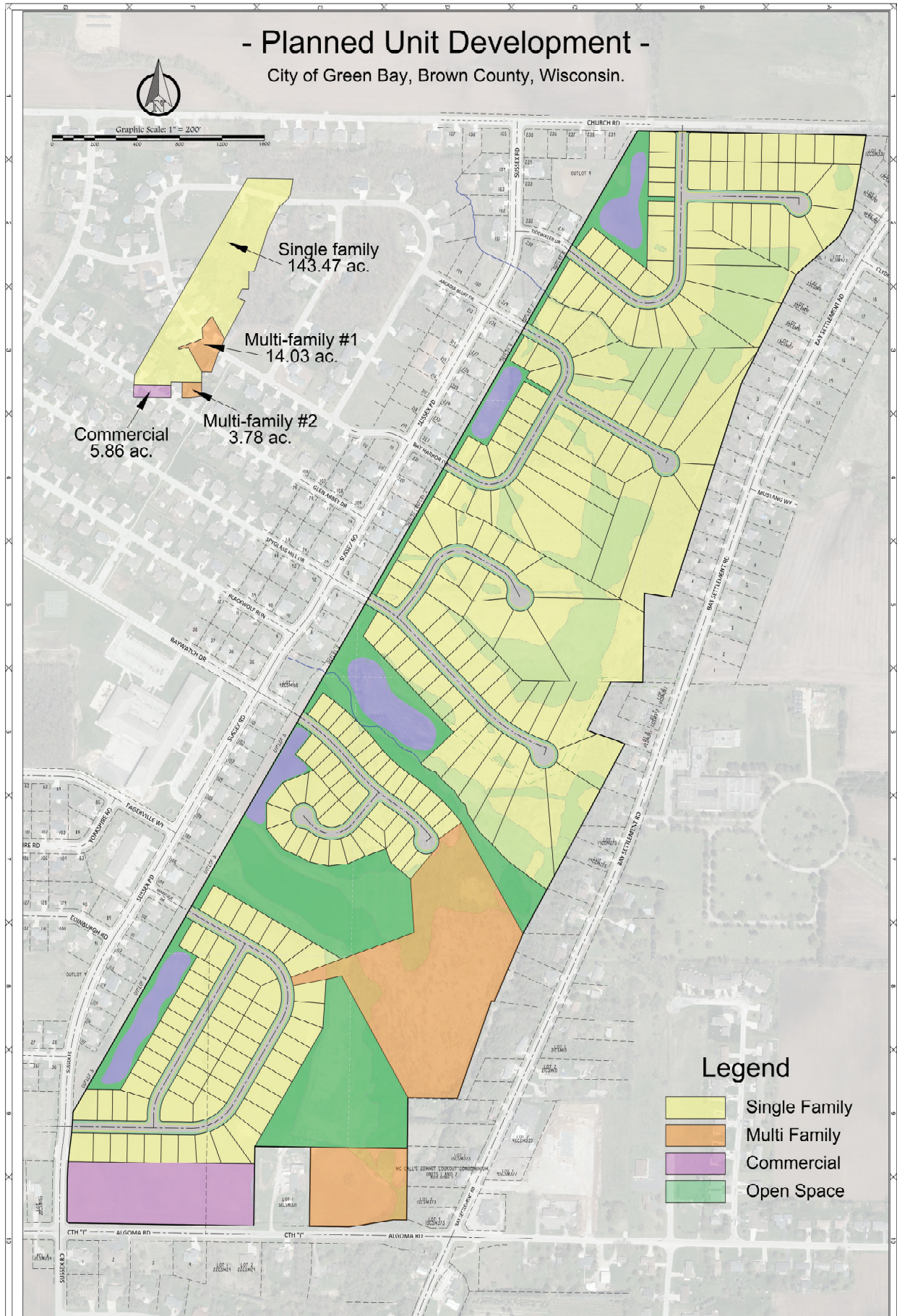
Zoning Petition (ZP 25-03) Proposed Planned Unit Development (PUD)



EXHIBIT B - USE MAP

- Planned Unit Development -

City of Green Bay, Brown County, Wisconsin.



Legend

- Single Family
- Multi Family
- Commercial
- Open Space

PROJECT NO.
T-6818
SHEET NO.
1 OF 4
DRAWING NO.
S-33392

MOSKI Corp.

vierbicher
planners | engineers | advisors



TAX PARCEL NO. 22-111, 22-124, 22-126, 22-127, 22-3018,
22-00180-1, 22-00200, 22-00204, 22-00185 & 22-00185-2
Planned Unit Development
Church Road, Sussex Road, Algoma Road

SCALE
1"=200'
DRAWN BY
BAM

File: T-6818.dwg 05/02/2024

400 Security Blvd Ste 1, Green Bay, WI, (920) 434-0670

Data File:

Project: PUD-2024

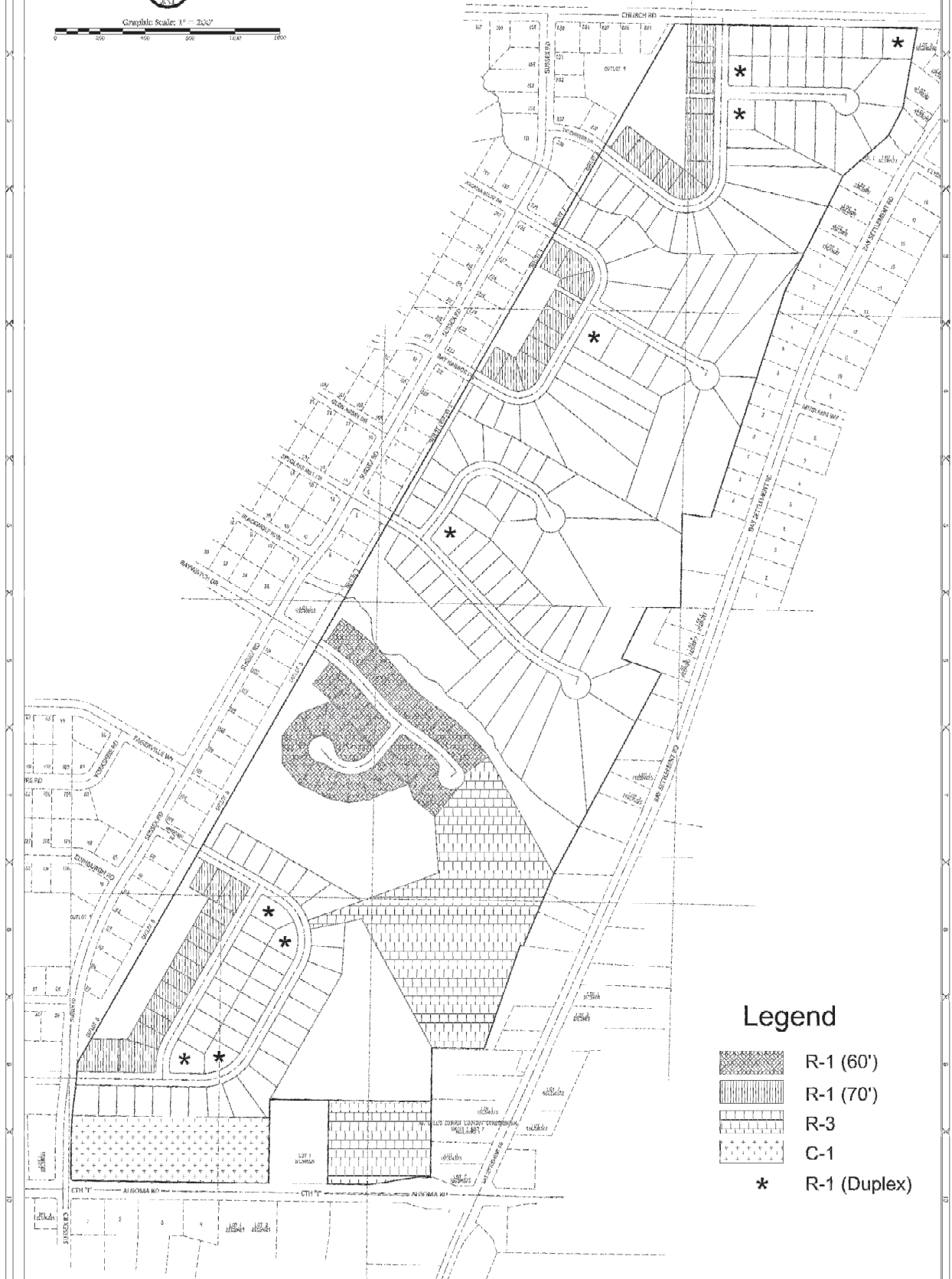
EXHIBIT C - ZONING MAP

- Planned Unit Development -

City of Green Bay, Brown County, Wisconsin.



Graphic Scale: 1" = 200'



Legend

- R-1 (60')
- R-1 (70')
- R-3
- C-1
- R-1 (Duplex)

PROJECT NO.
T-0819
SHEET NO.
1 of 1
DRAWING NO.
S-3392

MOSKI Corp.

vierbicher
planners | engineers | advisors



TAX PARCEL NO. 22-111, 22-124, 22-126, 22-127, 22-3018
22-3019-1, 22-3020, 22-3024, 22-3019-4 & 22-3019-5
Planned Unit Development
Church Road, Sussex Road, Algoma Road

SCALE
1" = 200'
DRAWN BY
BAM

File: T-0819.dwg 02/02/2019

400 Security Blvd Ste 1, Green Bay, WI, (920) 434-0670

Data File:

Projectwork: C:\Users\BAM





Report to the Green Bay Plan Commission

MEETING DATE

March 18, 2025

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # O.4

To approve as recommended with condition and amended language on the declaration of surplus for city-owned properties located at 605 Cherry Street, 221 N Quincy Street, 227 N Quincy Street, 624 Pine Street, 618 Pine Street, and 616 Pine Street. (SP 25-02 Public Hearing held March 10, 2025).

Condition: The subject properties shall be directed to the City's Redevelopment Authority for disposition.

BACKGROUND

Primary Address: 605 Cherry Street, 221 N Quincy Street, 227 N Quincy Street, 624 Pine Street, 618 Pine Street, and 616 Pine Street

Aldersperson/District: Ald. A. Proffitt / District 7

Reason for Request: To declare unused City property as surplus property for disposition to the Redevelopment Authority for development purposes.

Surrounding Parcels Zoning and Land Use:

Subject: Downtown (DI) | Parking Lot

North: Downtown (DI) & General Commercial (CI) | Grocery, Office, and Multi-Family

South: Downtown (DI) & Office Residential (OR) | Community Living, Religious, and Office

East: Office Residential (OR) | Education and Two-Family

West: Downtown (DI) | Vacant Commercial and Parking Lot

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends Downtown uses for the majority of this parcel, with a strip of Medium Intensity Retail, Office, or Housing along the east side of the parcel.

Assessor's Valuation: The valuation for this lot, based on all parcels being combined to create one development parcel, is \$723,100.

Analysis: The subject parcels are located between N Monroe Avenue, Cherry Street, N Quincy Avenue, and Pine Street. Combined, the parcels are approximately 2.5 acres.

A declaration of surplus is required for the City to dispose of this property to the Redevelopment Authority of the City of Green Bay (RDA). The RDA will then market these parcels for development.

Ald. Proffitt and adjacent property owners have been notified of this request. WPS notes they have facilities located at these parcels but does not object to the surplus action. As of the drafting of this report, no other comments or inquiries have been received.

RECOMMENDATION

Approval of the request, subject to the following condition:

- I. The subject properties shall be directed to the City's Redevelopment Authority for disposition.

FISCAL IMPACT

ATTACHMENTS

1. SP 25-02 Map and Legal Descriptions
2. SP 25-02 WPS Facilities Map
3. SP 25-02 Application

**CITY OF GREEN BAY
PARCEL LEGAL DESCRIPTIONS**

Parcel 11-156

The North 100 feet of Lot 514, Plat of Navarino, City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Parcel 11-157

The Southerly 65 feet of Lot 514 and all of Lots 547, 548, and 549, Plat of Navarino, City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Parcel 11-158

All of Lot 515, Plat of Navarino, City of Green Bay, East Side of Fox River, Brown County, Wisconsin.

Parcel 11-159

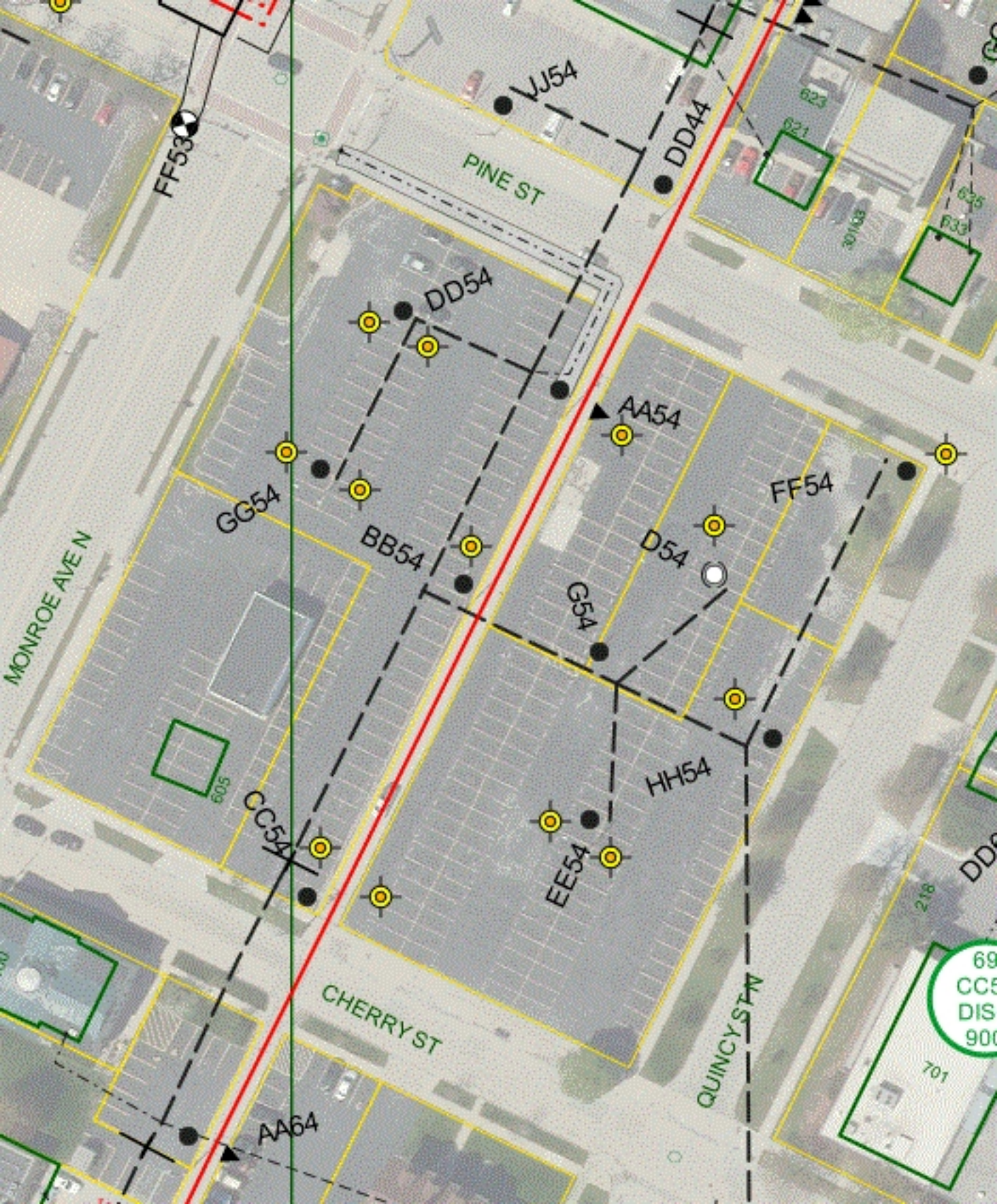
All of Lot 516, Plat of Navarino, City of Green Bay, East Side of Fox River, Brown County, Wisconsin.

Parcel 11-160

All of Lots 517, 518, 519, and 546, Plat of Navarino, City of Green Bay, East side of Fox River, Brown County, Wisconsin, excepting that part of said Lot 519 described as follows: Beginning at the Northwest corner of said Lot 519; thence S63°45'07"E, 16.00 feet along the South right-of-way line of Pine Street; thence S26°24'04"W, 7.50 feet; thence N63°45'07"W, 16.00 feet to the East right-of-way line of Monroe Steet; thence N26°24'04"E, 7.50 feet along said East right-of-way line to the Point of Beginning.

Parcel 11-191

All of Lots 544 and 545, Plat of Navarino, City of Green Bay, East Side of Fox River, Brown County, Wisconsin.





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: 605 Cherry St., 221 N Quincy St., 227 N Quincy St., 624 Pine St., 618 Pine St. and 616 Pine St

Parcel Number(s): 11-191, 11-157, 11-156, 11-158, 11-159, 11-160

Petitioner(s): Ronda Bitney-RDA Date: 2/7/2025

Email: ronda.bitney@greenbay.gov Phone Number: 920-448-3354

Address: 100 N Jefferson St. Rm 608 City: Green Bay State: WI Zip: 54301

Property Owner: City of Green Bay 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, RDA - Ronda Bitney, respectfully request that the City of Green Bay take the following action:

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

Owner Signature: _____ Date: _____

Petitioner Signature(s): Ronda Bitney _____

Checklist of required attachments:

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

For office use only:

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



Report to the Green Bay Plan Commission

MEETING DATE

March 18, 2025

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # O.5

To approve as recommended with conditions and language amendment the declaration of surplus for city-owned properties located at 212 S Madison Street, 503 E Walnut Street, and 512 Cherry Street. (SP 25-03 Public Hearing held March 10, 2025).

Conditions:

The subject properties shall be directed to the City's Redevelopment Authority for disposition.

An easement shall be granted for existing WPS facilities if they are deemed to be located on the subject parcels are not part of the adjacent alleyway.

BACKGROUND

Primary Address: 212 S Madison Street, 503 E Walnut Street, and 512 Cherry Street

Aldersperson/District: Ald. A. Proffitt / District 7

Reason for Request: To declare unused City property as surplus property for disposition to the Redevelopment Authority for development purposes.

Surrounding Parcels Zoning and Land Use - 212 S Madison:

Subject: Downtown (D1) | Parking Lot

North: Downtown (D1 & D2) | Office, Courthouse, and Parking Lots

South: Downtown (D1) | Parking Lots and Recreational Center

East: Downtown (D1) | Religious and Parking Lot

West: Downtown (D2) | Office and Parking Lot

Surrounding Parcels Zoning and Land Use - 503 E Walnut & 512 Cherry:

Subject: Downtown (D1) | Parking Lot

North: Downtown (D1) | Office and Parking Lot

South: Downtown (D1) | Office and Parking Lot

East: Downtown (D1) | Office and Motel

West: Downtown (D2) | Vacant Office and Governmental

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends Downtown uses for all parcels.

Assessor's Valuation: The valuation for 212 S Madison is \$178,500. The valuation for 503 E Walnut and 512 Cherry combined is \$490,000.

Analysis: There are two subject areas that are part of this request. The first in 212 S Madison, which is a 0.43 acre lot. The other is two parcels, 503 E Walnut and 512 Cherry, totaling approximately 0.92 acres. These will be combined for development.

A declaration of surplus is required for the City to dispose of this property to the Redevelopment Authority of the City of Green Bay (RDA). The RDA will then market these parcels for development.

Ald. Proffitt and adjacent property owners have been notified of this request. WPS may have facilities in the development area and request an easement is so. However, the facilities are presumably in the alleyway, which may not be associated with this development. We have added a condition to reflect this. As of the drafting of this report, no other comments or inquiries have been received.

RECOMMENDATION

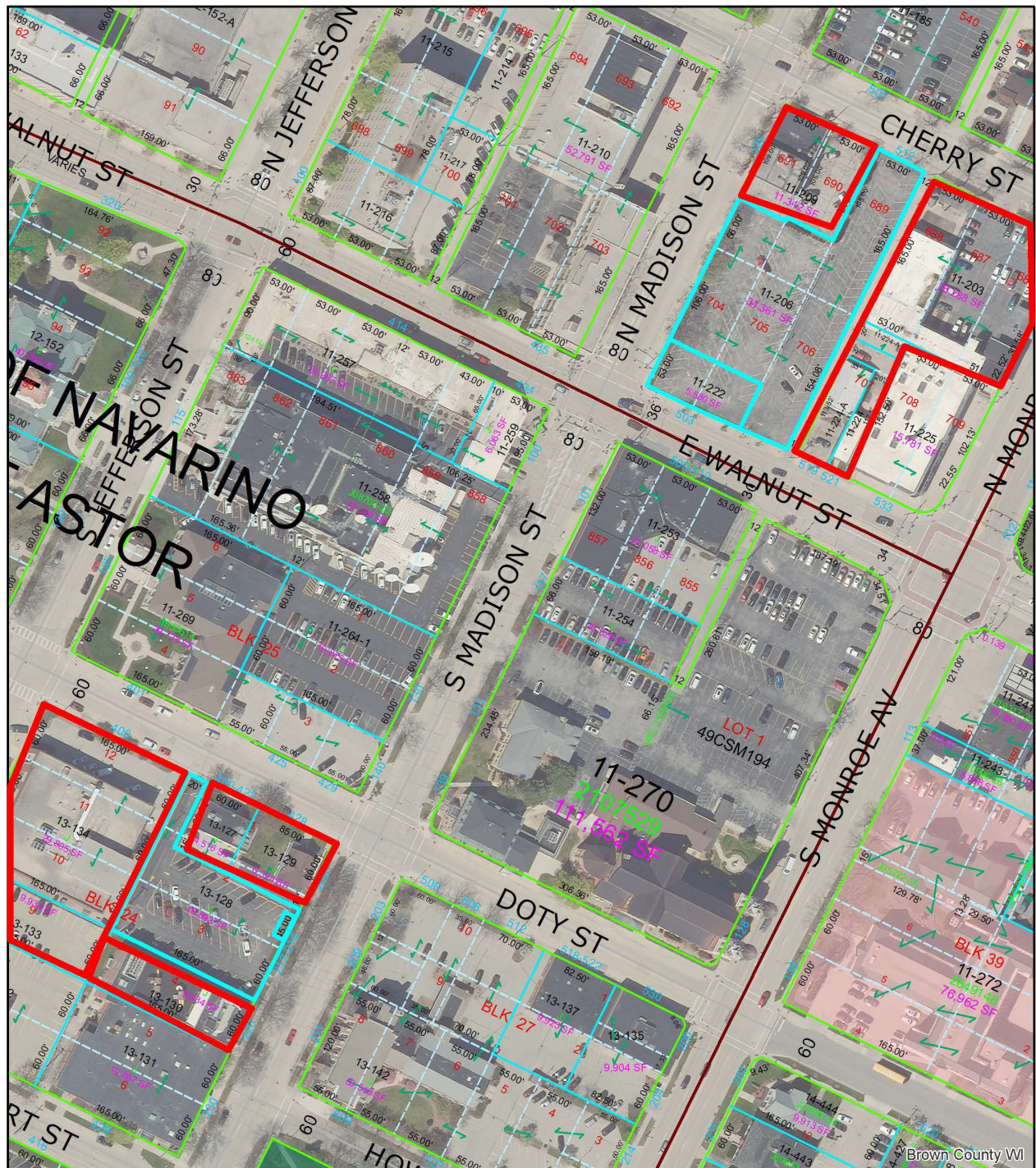
Approval of the request, subject to the following conditions:

1. The subject properties shall be directed to the City's Redevelopment Authority for disposition.
2. An easement shall be granted for existing WPS facilities if they are deemed to be located on the subject parcels are not part of the adjacent alleyway.

FISCAL IMPACT

ATTACHMENTS

1. SP 25-03 Map and Legal Descriptions
2. SP 25-03 WPS Mark Up
3. SP 25-03 Application



(SP 25-03) Declaration of Surplus Property 212 S Madison, 503 E Walnut, 512 Cherry

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 10 Feb 2025 X:\Planning\Basemaps\template_8.5x11.mxd

0 40 80 160 Feet N

 Affected Parcels: 212 S Madison, 503 E Walnut, 512 Cherry

 Notified Adjacent Properties

CITY OF GREEN BAY
PARCEL LEGAL DESCRIPTIONS

Parcel 13-28

The West 20 feet of Lot 1, the West 20 feet of the North 15 feet of Lot 2, the South 45 feet of Lot 2, all of Lot 3, all in Block 24, Plat of Astor, City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Parcel 11-222

The South 59 feet of Lots 704 and 705, Plat of Navarino, City of Green Bay, East side of Fox River, Brown County, Wisconsin, excepting the South 6 feet of said Lots 704 and 705 as described in Volume 975 Records, Page 456, also excepting that part of said Lot 705 describe as follows: Beginning at the intersection of the Easterly line of said Lot 705 and a line 6 feet Northerly of and parallel to the platted South line of said Lot 705; thence Westerly along said parallel line to the Westerly line of said Lot 705; thence easterly to a point on said Easterly line of Lot 705 lying 2.46 feet northerly of the Point of Beginning; thence southerly 2.46 feet to the Point of Beginning, as described in Jacket 7369, Image 4.

Parcel 11-206

All of Lot 689, the South 60 feet of Lot 690, the South 56 feet of Lot 691, the North 106 feet of Lots 704 and 705, all of Lot 706 except the South 6 feet thereof, Plat of Navarino, City of Green Bay, East side of Fox River, Brown County, Wisconsin, excepting that part of said Lot 706 described as follows: Beginning at the intersection of the Easterly line of said Lot 706 and a line 6 feet Northerly of and parallel to the platted South line of said Lot 706; thence Westerly along said parallel line to the Westerly line of said Lot 706; thence northerly along said westerly line 2.46 feet; thence easterly to a point on said Easterly line of Lot 706 lying 4.92 feet northerly of the Point of Beginning; thence southerly 4.92 feet to the Point of Beginning, as described in Jacket 6187, Image 26.

Requested Easement area if facilitates are not within public right of way.



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: 214 S, Madison, 503 E Walnut and 512 Cherry St.

Parcel Number(s): 13-128, 11-222 and 11-206

Petitioner(s): Ronda Bitney-RDA

Date: 2/7/2025

Email: ronda.bitney@greenbay.gov

Phone Number: 920-448-3354

Address: 100 N Jefferson St. Rm 608

City: Green Bay

State: WI

Zip: 54301

Property Owner: City of Green Bay

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, RDA - Ronda Bitney, respectfully request that the City of Green Bay take the following action:

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

Owner Signature: _____

Date: _____

Petitioner Signature(s): Ronda Bitney

Checklist of required attachments:

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

For office use only:

Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # P.1

To approve the purchase of Alletra MP Storage for data center storage area network (SAN) upgrade for a total of \$435,960.14, funded by American Rescue Plan Act (ARPA) approved allocations.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Finance Comm Request SAN Upgrades IT 2-11-25



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

Phone 920.448.3047
Fax 920.448.3050

2/06/2025

Finance Committee 2/11/2025.

Consideration and possible action to approve the Purchase of Alletra MP Storage for Datacenter SAN Upgrades. These are planned upgrades recognized in budget forecasts. Storage is being purchased under Contract, #NASPO Contract Value Point MA#23008 / PA# 50ENT-024-NASPOCOMPUT-07.

This will be a multiple funding source:

218120-55140-83098 ARPA grant balance

218120-55140-83104 ARPA Interest

Respectfully Submitted,

Thomas Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay



We have prepared a quote for you

Alletra/Servers

Quote # CCCP034888
Version 1

Prepared for:

City of Green Bay

Dave Wilquet
Dave.Wilquet@greenbaywi.gov



Alletra MP Storage

Product Details	Qty	Price	Ext. Price
NASPO Contract Value Point MA#23008 / PA# 50ENT-024-NASPOCOMPUT-07			
HPE Virtual Rack	2	\$34.00	\$68.00
HPE GreenLake Block STG MP Base Configuration	2	\$1.00	\$2.00
HPE GreenLake Bk OS 5 year LTU	2	\$0.00	\$0.00
HPE Configurator Defined Build Instructions Printed Manual - Book	2	\$0.00	\$0.00
HPE Alletra Storage MP 2U Chassis - For Storage Array - 2U Rack Height - Rack-mountable	2	\$4,246.00	\$8,492.00
HPE Alletra STG MP 16c Block Cntrl Node	4	\$18,269.00	\$73,076.00
HPE Alletra STG MP 10/25GbE 4p HBA	8	\$885.00	\$7,080.00
HPE Alletra Storage MP C20 1500W AC Power Supply	4	\$2,314.00	\$9,256.00
HPE Alletra STG MP 7.68TB NVMe SED SSD	40	\$3,529.00	\$141,160.00
HPE Standard Power Cord - 125 V - NEMA 5-15P / IEC 60320 C19 - United States	4	\$53.00	\$212.00
HPE Storage Array w/o Installation SVC	2	\$0.00	\$0.00
HPE Alletra Storage MP CDM Bluetooth Connect Kit	2	\$46.00	\$92.00
HPE Stg Data Encryption LTU	2	\$0.00	\$0.00
HPE GreenLake Bk OS /TB 5yr SW/Sup SaaS	308	\$457.00	\$140,756.00
Aruba 10G SFP+ to SFP+ 3m DAC Cable	32	\$78.00	\$2,496.00
HPE Alletra Stg MP Base Config Support - 5 Year Tech Care Essential Service	2	\$0.00	\$0.00
HPE Service/Support - Service - Technical - 5 Year Tech Care Essential Service	2	\$691.00	\$1,382.00
HPE Alletra StgMP 16C Switchles Node Support - 5 Year Tech Care Essential Service	4	\$2,192.00	\$8,768.00
HPE Alletra Stg 10/25GbE 4-port HBA Support - 5 Year Tech Care Essential Service	8	\$198.00	\$1,584.00



Alletra MP Storage

Product Details	Qty	Price	Ext. Price
HPE Alletra Stg MP 7.68TB NVMe SSD Support - 5 Year Tech Care Essential Service	40	\$949.00	\$37,960.00
Installation/Configuration	16	\$205.00	\$3,280.00

Subtotal: \$435,664.00



Alletra/Servers

Bill To:

City of Green Bay
Dave Wilquet
100 North Jefferson
Green Bay, WI 54301

Dave.Wilquet@greenbaywi.gov

Ship To:

City of Green Bay
Dave Wilquet
100 North Jefferson
Green Bay, WI 54301

Dave.Wilquet@greenbaywi.gov

Quote Information:

Quote #: CCCP034888
Version: 1
Delivery Date: 11/25/2024
Expiration Date: 12/05/2024

Sales Rep:
Chris Nelson
920-438-0334
chris.nelson@cccp.com

Quote Summary

Description	Amount
Alletra MP Storage	\$435,664.00

Subtotal: \$435,664.00

Shipping: \$296.14

Total: \$435,960.14

IMPORTANT: Any legal document should refer to us as ACP CreativIT, LLC d/b/a Camera Corner Connecting Point or CCCP.

Additionally, all deliveries, especially LFD (Large Format Displays)/TV's, need to be opened, turned on and inspected thoroughly for concealed damage within 5 days of receipt to ensure full value replacement.

Orders converted from this quote, as authorized by the customer, acknowledges the customer has read our Return Policies and Conditions located on the Company Info page of the Camera Corner/Connecting Point website www.cccp.com

Please note: Quotes do not reflect tax. Shipping, handling, and other fees may apply. Contact your Account Executive with any questions. We reserve the right to cancel orders arising from pricing or other errors.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # P.2

To approve the lease of two additional Harley-Davidson Police Patrols to complete the fleet of four leased vehicles for an annual cost of \$15,168.00. Motion Passed.

BACKGROUND

This lease covers four Harley Davidson motorcycles from 1/2025 – 12/2025.

The first two motorcycles were approved in 2024. This request is for the remaining two motorcycles.

This cost does not include the outfitting of the bikes: lights, computer, training, clothing, and necessary repairs.

Covered by the 2025 operating budget 1013645 55121.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Finance Request Harley Davidson Leases 2025 Police 2-11-2025



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

Phone 920.448.3047
Fax 920.448.3050

2/06/2025

Finance Committee 2/11/2025.

Consideration and possible action to approve the Lease of two (2) 2025 FLHTP Harley Davidson Police Patrols. This will complete the fleet of four (4) Patrols with the two (2) each leased in 2024. Patrol bikes will be leased for 36 months with a monthly lease rate of \$318.20 per bike per month from HD Leasing.

Account Number 1013645-55140 – 2025 Budget Expense

Respectfully Submitted,

Thomas Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

Green Bay Police Department

FY 2025 Budget

Requisition #65

Department Contact for this Requisition: Lt. Sean Hamill @ 3217

Annual lease of Harley Davidson Motorcycles (4 total)

Amount per bike: \$3,792.00 (\$15,168 total)

Account Number: 1013645-55140

Created and Approved by Rick Jurkanis 3/6/25

NOTE: Approved 2025 budget expense.

Green Bay Police Harley-Davidson Lease Program

Selling Price **\$10,000**
Lease Term **36 months**
Lease Rate **6.99**
Monthly Payment **\$316**

Number of Bikes	Dates	YTD
2	6/2024 thur 12/2024	\$4,424.00
4	1/2025 thur 12/2025	\$15,168.00



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # P.3

Refer to staff the consideration of dedicating \$752,843 in ARPA funding from the 7-6-212 RDA Parcels – Community & Economic Development & Parks, Recreation & Forestry project for the construction of an Urban Farm Building at the new JBS park to support the adjacent urban farm initiative and provide public restrooms for the park. Motion Passed.

BACKGROUND

This request is to dedicate \$752,843 of the ARPA funding from the allocated 7-6-212 RDA Parcels – Community & Economic Development & Parks, Recreation & Forestry project for the construction of an Urban Farm Building. The new JBS Park supports the adjacent urban farm initiative and provides public restrooms for the park.

The JBS project is in the newly formed Tax Incremental District (TID) 28. The request to use the ARPA funding that was allocated to Parks, Rec & Forestry. This will allow the project to move forward. Increments from the TID cannot be used to construct the city-owned building. The funding for the overall JBS Park and infrastructure project includes a Neighborhood Investment \$5M grant and TID borrowing for infrastructure. Donated JBS dollars and ARPA to construct the city-owned building to stay on the projected timeline of use of grant funds.

The attached recommendation from Wello suggests a minimum build of 3,300 square feet for the JBS/Urban Farm building. Wello has obtained a price quote from American Steel and quoted \$150,000 - \$250,000 for this build. In addition, Parks would like to add public restrooms and additional storage space for park needs. The restrooms and park storage needs are not addressed in the proposal. Estimated additions to the building will result in a total cost of roughly \$750,000.

The next Parks Committee meeting will include a request to hire an architect to design this building. The architect will provide an anticipated cost estimate after it is designed.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. March 4, 2025_ Wello Recommendations on City of Green Bay JBS_Urban Farm Building Dimensions



March 4, 2025

Re: Recommendations on Square Footage for City of Green Bay JBS/Urban Farm Building

Situation

The City of Green Bay is seeking guidance on the square footage necessary for the JBS/Urban Farm building to ensure strategic activation of the space.

Background

Wello considered a number of different factors to assess the square footage of this space including: short-medium-long term considerations for activation of the space; cost-effectiveness; feasibility; practical elements of every-day use; alignment to the overall strategy for the JBS/Urban Farm development as a whole. We also used the background knowledge of wanting to construct a building that was able to be built by December 31, 2025 and was visually appealing as a “showpiece” for the overall development.

Assessment

First, we determined the square footage needed for the garage portion of the building. For our purposes, we use the term garage to mean an enclosed space with a poured concrete floor but no heating/cooling and/or insulated elements. It would have electricity and water. This list includes potential future items to consider for accommodation.

Assessment of Garage Space

Equipment Considerations

- 1) Tractor: Typically, tractors vary in size. We assume a standard size tractor requires around 10-12 feet in length and 6-8 feet in width (some can be larger depending on the model). Estimated need of 12 feet by 8 feet as an average size.
- 2) Produce Truck: Estimated need of 18 feet long, 5 feet wide, 12 feet high
- 3) Refrigerated Walk-in Coolers: Estimated need of 735 sq. ft, 12 feet high

Factors to Consider

Length

- Tractor: 12 feet
- Produce truck: 18 feet
- Total length for tractor and truck: $12 + 18 = 30$ feet

Width:

- Tractor width: 8 feet
- Produce truck width: 5 feet (but to accommodate both, we need at least 8-10 feet wide to allow for space to maneuver)
- Walk-in coolers: Typically, they are 10-15 feet deep (based on layout).



Given these factors, let's allocate 20 feet in width for the space, leaving extra room for maneuverability.

Height:

- The barn needs a height of at least 12 feet to accommodate the truck and walk-in coolers, but will need to allocate extra space just in case.

Final Garage Dimensions:

- **Length:** You **need at least 30 feet** to fit the tractor and produce truck, and then we need to add the cooler space, which could add around 50-60 feet in length, depending on cooler arrangement. Let's estimate the total length as 80 feet.
- **Width:** For enough space for maneuvering and parking, 20 feet is reasonable, but it could be wider if you prefer more room to work. Let's **estimate 25 feet** for extra space.
- **Height:** The building needs to be at least **12 feet tall** to accommodate the truck and walk-in coolers.

Summary of Minimum Barn Dimensions:

- Length: 80 feet
- Width: 25 feet
- Height: 12 feet

Total Square Footage (tractor, truck, 2 walk-in coolers):

- 80 feet x 25 feet = **2,000 sq ft**

Assessment of Potential Farmers Market Space

Second, we are assessing the space needs for a "farmers market" activation space. This could also be used as a multi-purpose room. This assessment assumes an enclosed space with a poured concrete floor but no heating/cooling and/or insulated elements. It may be connected to the larger garage or could be a room (see dimensions below) that is separated by a wall and doorway. It could also include access from within the garage and an outside access point to the public. This list includes potential future items to consider for accommodation.

Factors Considered

1. Traditional farmers market stands are 10 feet x 10 feet, so each stand requires 100 sq ft per stand
2. For an estimated 10 stands, the total space needed is: $100 \text{ sq ft} \times 10 = 1,000 \text{ sq ft}$

Total Square Footage (Farmers Market Space):

- 10 feet x 10 feet = **1,000 sq ft**



Assessment of Light Processing Room

Finally, we are providing an assessment of the dimensions needed for a separate room within the JBS/Urban Farm building to conduct light processing of fruits and vegetables. This room would be accessible with a doorway inside the garage and also have a door with outside access, adjacent to the parking lot structure, to ensure access points for farmers. This assessment assumes an enclosed space with a poured concrete floor **that is insulated**, has electricity, in-floor drainage, and power (enough for industrial equipment use). Heating and cooling could be attained using portable units.

Through a series of research and conversations with farmers interested in light processing space, we utilized the following potential uses for the light processing space to determine the square footage needed.

Vegetable Washer and Dryer

- Brand: Turatti
- Model: T-1000 Vegetable Washer and Dryer
- Function: This machine is designed for washing and drying a variety of vegetables like leafy greens, root vegetables, and tubers. It uses a combination of water jets and a rotating drum for effective cleaning and drying.
- Key Features:
 - Dual function: Washes and dries vegetables in a single system.
 - Adjustable settings: Customizable wash and dry cycles.
 - Energy-efficient: Low water consumption and fast drying time.
 - Capacity: Can process up to 1,000 kg/hr.

Dimensions: 9.8 ft (L) x 4.6 ft (W) x 4.6 ft (H)

Why it's a good option:

- Compact design yet powerful performance, suitable for medium-scale operations.
- Effective at removing dirt and debris, providing high-quality results for a wide range of vegetables.

Vegetable Peeler

- Brand: FAM
- Model: Peelstar 1500
- Function: This continuous-feed vegetable peeler is designed for processing a wide range of vegetables, including carrots, potatoes, and other root vegetables. It uses abrasive peel technology for high efficiency and consistent results.
- Key Features:
 - High throughput: Capable of processing up to 1,500 kg of vegetables per hour.
 - Adjustable peeling time: Allows customization based on the type of vegetable.
 - Built-in waste disposal: Efficiently collects peel waste for easy disposal.
 - Durable construction: Stainless steel for longevity and easy maintenance.

Dimensions: 5.6 ft (L) x 3.3 ft (W) x 4.0 ft (H)



Why it's a good option:

- Reliable peeling performance for high-volume operations, offering a great balance of efficiency and affordability.
- Low maintenance with a straightforward cleaning process.

Sorter for a Variety of Vegetables

- Brand: FOODesigns
- Model: Optical Vegetable Sorter
- Function: The optical sorter uses camera-based technology to sort a variety of vegetables, including leafy greens, carrots, potatoes, and more, based on size, shape, color, and defects.
- Key Features:
 - High-definition cameras for precise sorting.
 - Adjustable settings to suit different vegetable types.
 - High-speed operation: Capable of sorting up to 3 tons per hour.
 - Multi-feature sorting: Detects defects, foreign materials, and color inconsistencies.

Dimensions: 7.9 ft (L) x 3.3 ft (W) x 5.5 ft (H)

Why it's a good option:

- Great for sorting multiple vegetable types efficiently, offering high-speed, precision sorting.
- A cost-effective solution compared to premium brands like TOMRA but still delivers excellent sorting performance.

Processor to Slice and Dice

- Brand: Robot Coupe
- Model: Robot Coupe R2N (Industrial Size)
- Function: The Robot Coupe R2N is a powerful food processor capable of slicing, dicing, chopping, grating, and mixing a wide range of vegetables. It is designed for high-volume, continuous operations, making it ideal for industrial-scale vegetable processing.
- Key Features:
 - Versatile Processing: Can slice, dice, chop, shred, and julienne with different discs and blades.
 - Powerful Motor: Features a 2 hp motor capable of handling large quantities of vegetables with ease.
 - Large Feed Opening: Allows for larger produce to be processed quickly and efficiently.
 - Compact Design: Fits well in industrial kitchens or small processing plants.
 - Durable Construction: Built to last with stainless steel components and easy-to-clean surfaces.
 - Quick Change Discs: Allows for easy switching between different processing tasks (slicing, dicing, chopping, etc.).

Dimensions: 13.2" x 11" x 17"



Why it's a good option:

- Robot Coupe is a trusted brand in the food processing industry, known for high-quality and durable equipment.
- The R2N model is perfect for medium to large-scale vegetable processing needs, offering precision and versatility for slicing, dicing, and other processing tasks.
- Affordable for industrial-grade quality while delivering top-tier performance.

Packaging and Labeling Machine

- Brand: Pack Leader USA
- Model: PL-501 Vertical Form Fill Seal Packaging Machine
- Function: This vertical form fill seal machine is designed for automatic packaging of vegetables in bags. It integrates well into a production line and includes a built-in labeling system for precise product identification.
- Key Features:
 - Automatic filling and sealing of various bag sizes.
 - Built-in labeler for high-precision labeling.
 - User-friendly interface for easy operation and maintenance.
 - High throughput: Can pack 40-60 bags per minute.

Dimensions: 4.5 ft (L) x 3.0 ft (W) x 6.0 ft (H)

Why it's a good option:

- A cost-effective packaging solution that includes both filling and labeling features.
- Designed to handle medium to high-volume operations, making it perfect for farm-to-market packaging.

Minimum Square Footage Calculation for Light Processing Space

The total width will be the sum of the widths of each machine:

- Width: 4.6 ft (washer) + 3.3 ft (peeler) + 3.3 ft (sorter) + 0.9 ft (processor) + 3.0 ft (packaging) = 15.1 ft (total width)
- Length: The total length will be the longest machine, which is 9.8 ft (the washer).

Total Square Footage: 15.1 ft x 9.8 ft = 148.98 square feet

Minimum Square Footage for Bins and Storage Boxes

Large Vegetable Bins:

- Dimensions per bin: 4 ft (L) x 3.33 ft (W)
- Area per bin: 13.33 square feet

Storage Boxes

- Dimensions per box: 2 ft (L) x 2 ft (W)
- Area per box: 4 square feet

Calculation of the necessary square footage space to store boxes and bins

(Note: this calculation is based off our farmer's suggested 15x20 minimal space for processing)



Calculations:

- 6 bins will take up 6 bins x 13.33 square feet = 80 square feet.
- Remaining area would be 150 - 80 sq ft = 70 square feet
- 70 square feet / 4 square feet per box = 17.5 boxes
- 17 boxes will take up 17 boxes x 4 square feet = 68 square feet.

Total area used = 80 + 68 = 148 square feet

Total Square Footage Calculation of necessary space needed for minimal light processing equipment

148.98 sq ft (equipment) + 148 sq ft (bins and boxes) = 296.98, with rounding, **300 square feet**

Recommendation

Based on the above situation, background and assessment information, Wello is recommending that the City of Green Bay construct a 3,300 square foot building for the JBS/Urban Farm.

This includes:

- A poured concrete foundation garage (with electricity and water), non-insulated section that is 2,000 square feet.
- A poured concrete foundation (with electricity and water), non-insulated Farmers Market Space/Multi-Purpose Room section that is attached but separated from the garage at a total of 1,000 square feet.
- A light processing room with poured concrete floor **that is insulated**, has electricity, in-floor drainage, and power (enough for industrial equipment use). Heating and cooling could be attained using portable units. Need 300 square feet.

Wello's recommendation is to build a minimum 3,300 square foot building to accommodate these features.

**Additional Note: Wello obtained a price quote from American Steel, a vendor recommendation based on our past vendor comparison analysis, and based on a 3,500 square foot building, they quoted \$150,000 - \$250,000 depending on level of customization.*



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # Q.1

To approve the proposed property trades at several park/school locations throughout the City of Green Bay as presented.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Parks Committee Park School Property Trade Memo 1-25
2. Park-School Property Trade - March Park Committee Proposal



Parks, Recreation & Forestry Department
100 North Jefferson Street - Room 510
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3365
Fax 920.448.3393

3/7/25

To: Parks Committee

From: Dan Ditscheit, PLA

Re: Park/School Property Trade Proposal

The Parks, Recreation and Forestry Department and Green Bay Area Public Schools have worked cooperatively to propose the following property trade agreement for consideration.

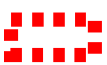
	School District Property (Acres) to Deed to City	City Property (Acres) to Deed to School District
Beaumont Park/School		0.80
Chappell Park/School		4.00
Fort Howard Park/ Jefferson Head Start Learning Center		0.45
Fort Howard School		0.65
Keller School	1.26	
MacArthur School/ Beaver Dam Park	5.59	
Nicolet Park/School		2.76
Sullivan Park/School		1.58
Total Acreage	6.85	10.24

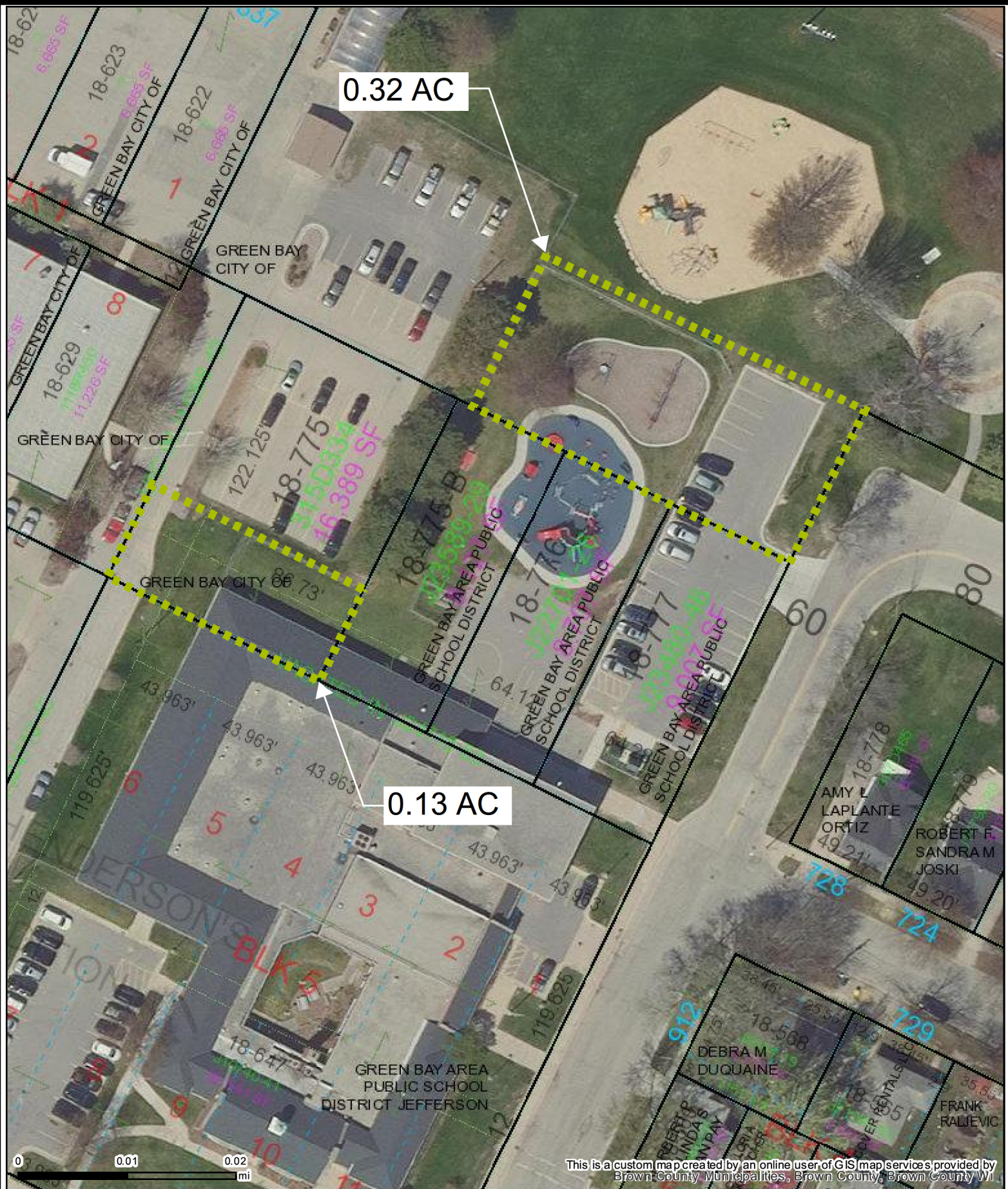
- Acreage may vary slightly based on final survey details.
- GBAPS will provide the City with a 9-month planning option for Elmore Elementary and Tank Elementary.
- GBAPS will be responsible for all costs of razing MacArthur Elementary and demolishing the asphalt play surface adjacent to the school.
- Restrictions will be included to prevent MacArthur Elementary from being repurposed as a 4K-12 educational facility if it is not razed.
- The planning option agreement will include restrictions on using Elmore Elementary or Tank Elementary as a 4K-12 educational facility.
- If the GBAPS uses City Tax Incremental District funding to demolish MacArthur Elementary, it will deed 2.5 acres at the Wilder Elementary site to the City.
- The City and GBAPS will determine the appropriate start date of the 9-month planning options for Tank Elementary and Elmore Elementary based on the timing of the schools' closing. The planning options cannot begin until the schools are closed.
- The City will encourage affordable housing when finding a developer for Elmore and Tank Elementary, but it will not be a requirement.



Green Bay Park/School Proposed Property Trade

Chappell
Park/School

 School District Property to Deed to City
 City Property to Deed to School District



Green Bay Park/School Proposed Property Trade

Fort Howard Park
Jefferson Head Start Learning Center



School District Property to Deed to City
City Property to Deed to School District

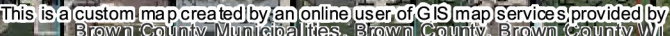


Green Bay Park/School Proposed Property Trade

Keller
School



School District Property to Deed to City
City Property to Deed to School District





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # Q.2

To approve the playground donation from BCI Burke Company valued at \$69,553 for the City's Draft event at Leicht Memorial Park.

BACKGROUND

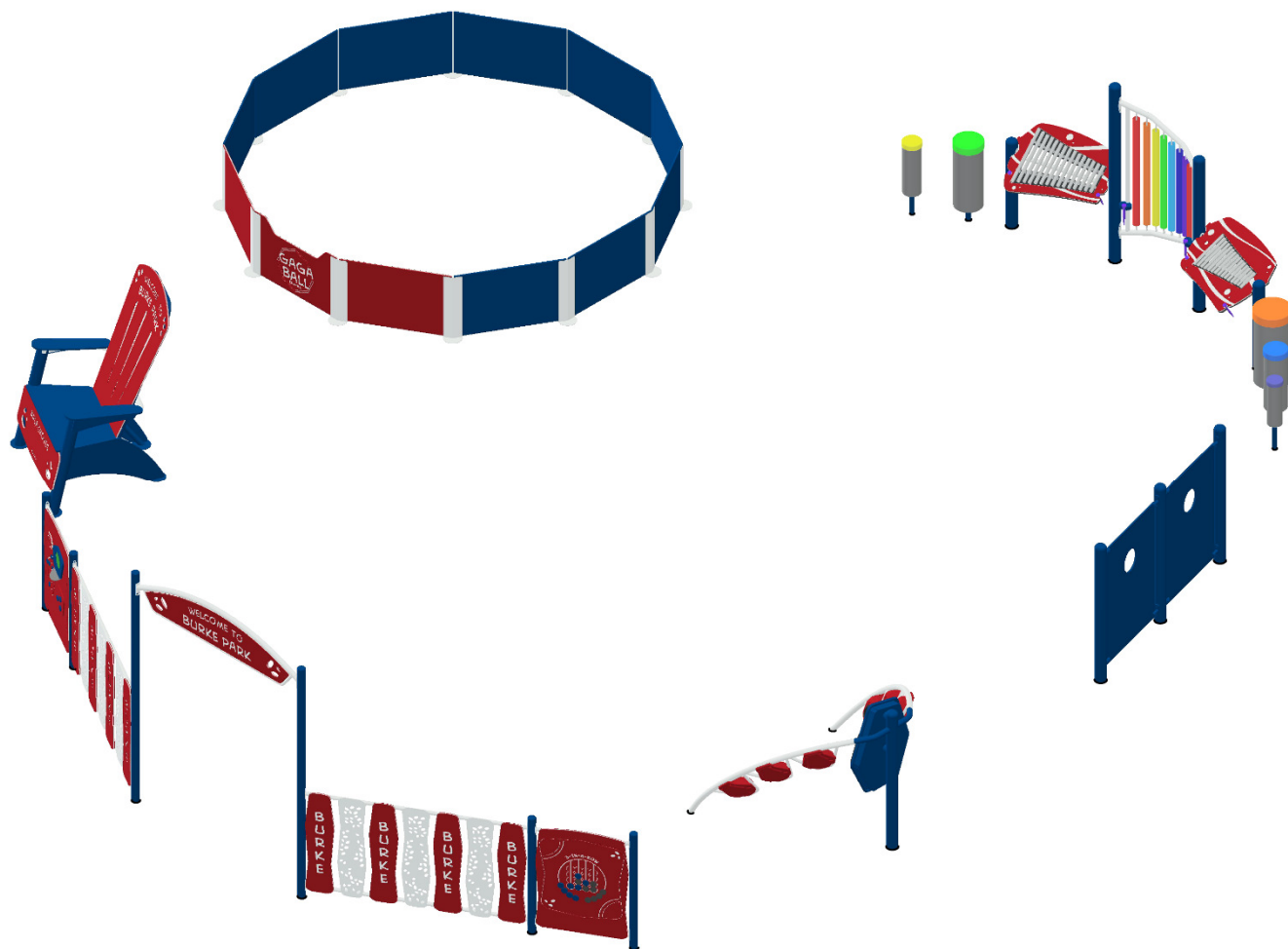
RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Burke Playground Donation Proposal

1265 Lombardi Ave | Green Bay, WI 54304-3927



BCI Burke Company - Samples & Donations
P. O. Box 549 | Fond du Lac, WI 54936 | 920-921-9220

Proposal 999-197860-1 | 2/26/2025

OUR MISSION IS TO BRING
PLAY THAT MOVES YOU.
TO COMMUNITIES AROUND
THE WORLD

1265 Lombardi Ave | Green Bay, WI 54304-3927

February 26, 2025

Sadie Kimble
BCI Burke Company
512 Harrison St
North Fond du Lac, WI 54937

Dear Sadie Kimble:

BCI Burke Company - Samples & Donations is delighted to provide BCI Burke Company with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. BCI Burke Company - Samples & Donations is confident that this proposal will satisfy BCI Burke Company's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with BCI Burke Company. We appreciate your consideration and value this opportunity to earn your business.

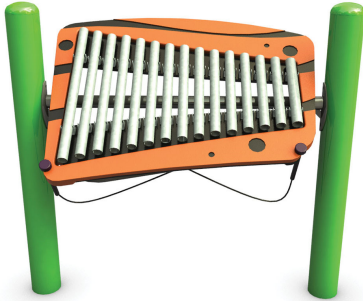
Sincerely,

Sadie Kimble
Sales Representative

BCI Burke Company - Samples & Donations
P. O. Box 549
Fond du Lac, WI 54936
www.bci-burke.com
www.bci-burke.com

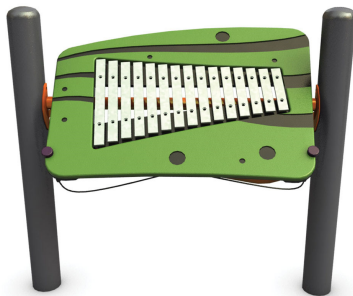
Phone: 920-921-9220
Fax: 920-921-9566
skimble@bciburke.com

FEATURED PLAY EVENTS



PlayEnsemble Supine Chimes

As a universal experience that inspires everyone to create, music brings a sense of wonder to the play environment. Musical experiences aren't just play; they accelerate child development intellectually, socially and emotionally.



PlayEnsemble Terra Metallophone

As a universal experience that inspires everyone to create, music brings a sense of wonder to the play environment. Musical experiences aren't just play; they accelerate child development intellectually, socially and emotionally.



PlayEnsemble Cirque Drums

As a universal experience that inspires everyone to create, music brings a sense of wonder to the play environment. Musical experiences aren't just play; they accelerate child development intellectually, socially and emotionally.

DESIGN SUMMARY

BCI Burke Company - Samples & Donations is very pleased to present this Proposal for consideration for the NFL Draft Day Family Zone located in North Fond du Lac. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of BCI Burke Company. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

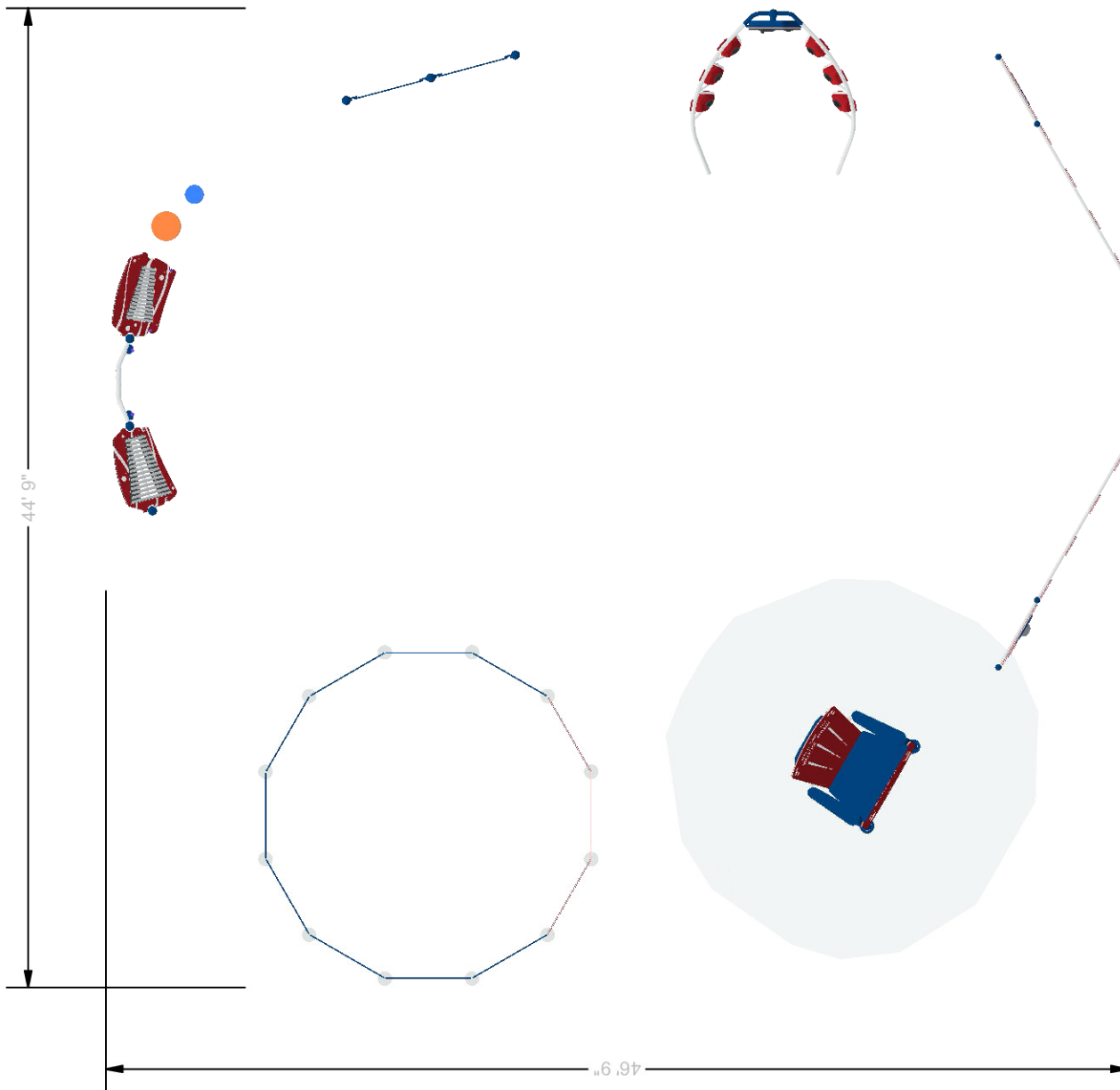
The following is a summary of some of the key elements of our Proposal:

- Project Name: NFL Draft Day Family Zone
- Project Number: 999-197860-1
- User Capacity: 64
- Age Groups: 5 to 12
- Dimensions: 17' 4"x17' 0"
- Designer Name: Tyler Hess

BCI Burke Company - Samples & Donations has developed a custom playground configuration based on the requirements as they have been presented for the NFL Draft Day Family Zone playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 999-197860-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the NFL Draft Day Family Zone playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)				
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	TYPES OF GROUND EVENTS
29	1 / 1	0 / 0	0 / 0	5 / 0

OVERALL BOUNDING OF USE ZONES
Area: 2089.5 sq. ft.
Perimeter: 182.9 ft.
STRUCTURE SIZE: 9"x44' 9"
POST SIZE(S): 3.5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

SERIES Nucleus | Burke Basics | Synergy

GROUP: Fence|PlayEnsemble|Photo Op|Freestanding

DESIGNED FOR AGES: 5 to 12

NFL Draft Day Family Zone
Green Bay, WI 54304-3927

Burke
PLAY THAT MOVES YOU.

SITE PLAN VIEW

02/26/2025

BCI Burke Company - Samples & Donations
999-157866-1

Designer: Tyler Hess

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

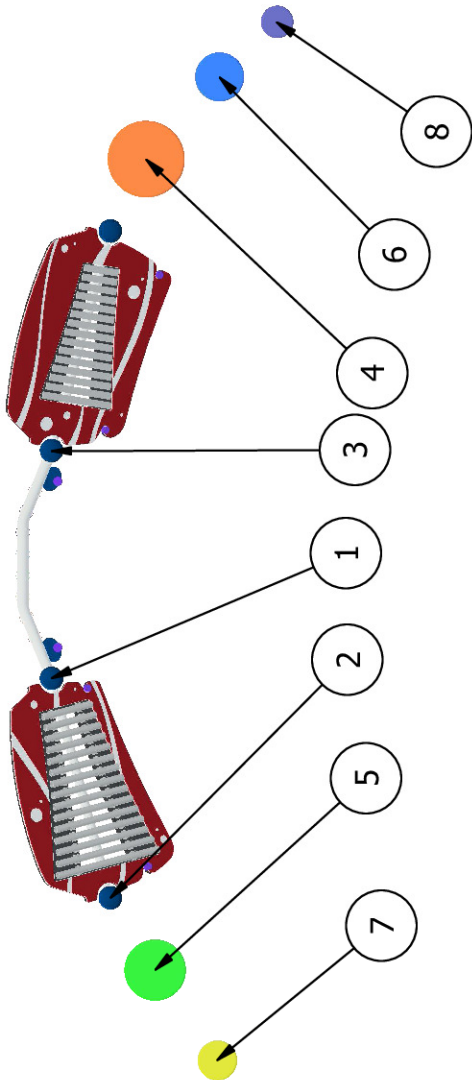
Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

ITEM	COMP.	DESCRIPTION
1	580-1427	CUSTOM FUSION OVERHEAD WELCOME SIGN
2	580-1428	CUSTOM 8' FUSION PLAYFUL FENCE
3	580-1434	4' FUSION PLAYFUL FENCE, SINGLE ACTIVITY
4	580-1456	GAMES & MORE ACTIVITY, FUSION FENCE
5	580-1454	3-IN-A-RW ACTIVITY, FUSION FENCE



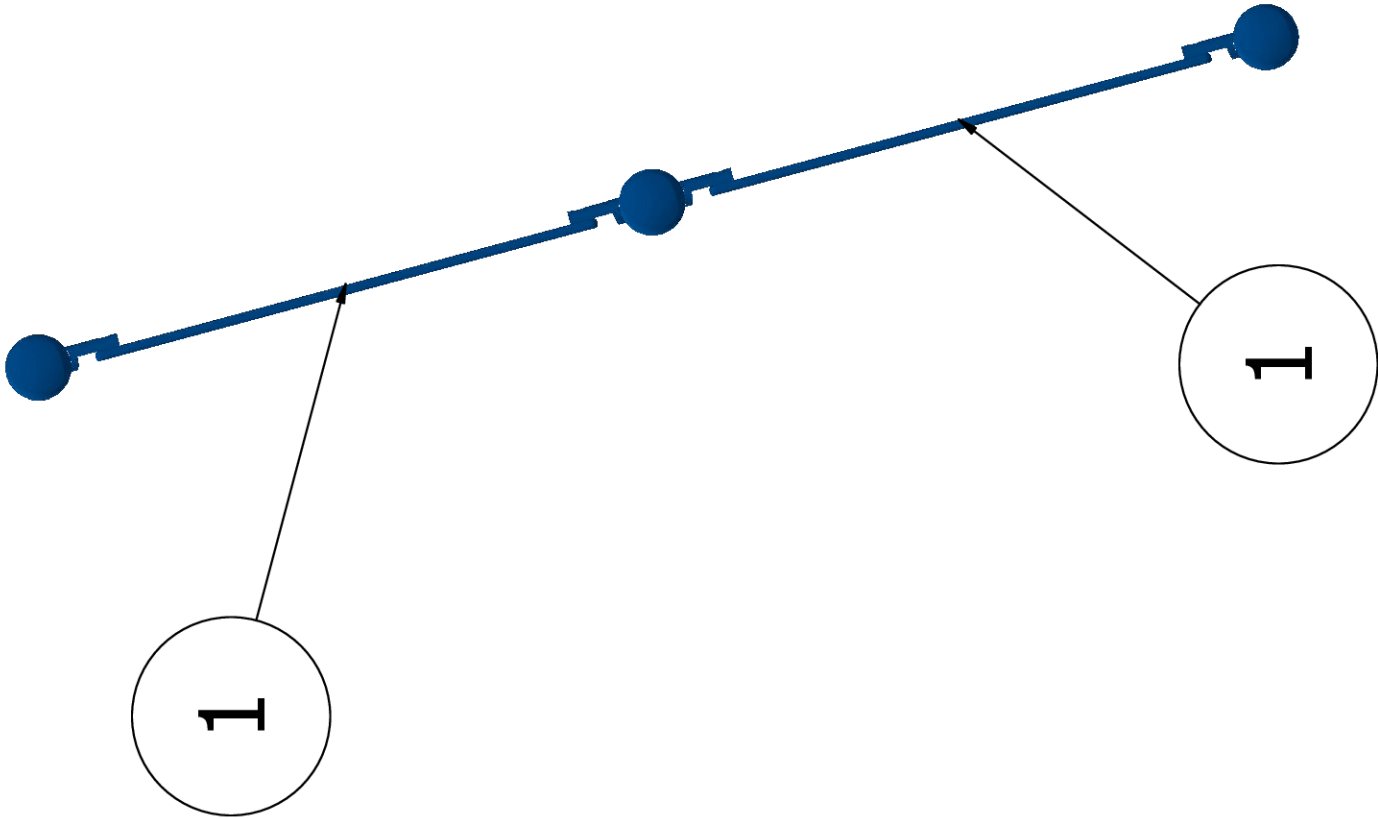
SERIES Burke Basics Synergy		COMPONENT VIEW	
GROUP: Fence		02/26/2025	
DESIGNED FOR AGES: 5 to 12		BCI Burke Company - Samples & Donations 999-197860-1	
NFL Draft Day Family Zone Green Bay, WI 54304-3927		Designer: Tyler Hess	
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM			

ITEM	COMP.	DESCRIPTION
1	570-0008	PLAYENSEMBLE TITAN CHIMES HUE
2	570-0413	PLAYENSEMBLE SUPINE CHIMES
3	570-0412	PLAYENSEMBLE TERRA METALLOPHONE
4	560-0055	PLAYENSEMBLE CIRQUE DRUM V
5	560-0056	PLAYENSEMBLE CIRQUE DRUM IV
6	560-0057	PLAYENSEMBLE CIRQUE DRUM III
7	560-0058	PLAYENSEMBLE CIRQUE DRUM II
8	560-0059	PLAYENSEMBLE CIRQUE DRUM I



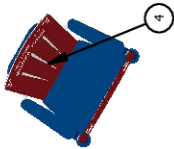
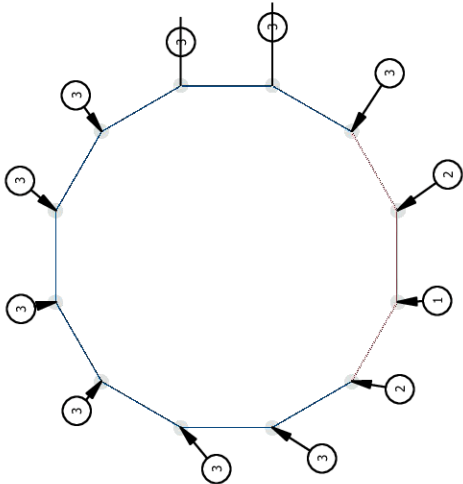
SERIES Nucleus Burke Basics		COMPONENT VIEW
GROUP: PlayEnsemble	NFL Draft Day Family Zone Green Bay, WI 54304-3927	02/26/2025
DESIGNED FOR AGES: 5 to 12	Burke PLAY THAT MOVES YOU	BCI Burke Company - Samples & Donations 999-197-860-1 Designer: Tyler Hess
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM		

ITEM	COMP.	DESCRIPTION
1	570-0849	CUSTOM PHOTO PANEL 57

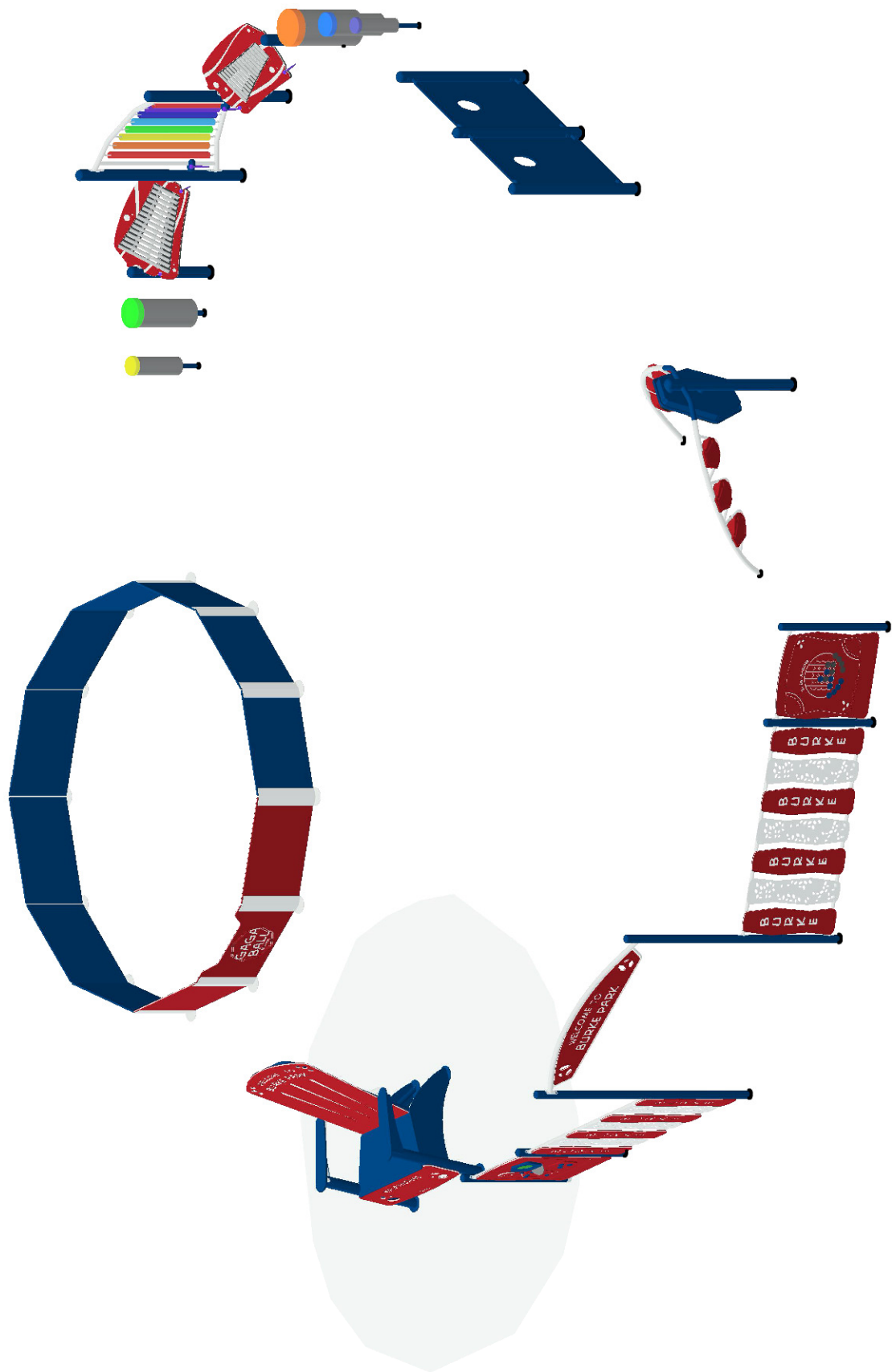


SERIES		Nucleus		COMPONENT VIEW	
GROUP: Photo Op		NFL Draft Day Family Zone Green Bay, WI 54304-3927		02/26/2025	
DESIGNED FOR AGES: 5 to 12				BCI Burke Company - Samples & Donations 993-197-860-1 Designer: Tyler Hess	
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM					

ITEM	COMP.	DESCRIPTION
1	590-0165	GAGA, ENTRANCE PANEL
2	590-0164	GAGA, CUSTOM WALL PANEL
3	590-0163	GAGA, WALL PANEL
4	350-1829	CUSTOM GIANT BURKE CHAIR, 0" SM
5	560-2625	MOVMT INCLUSIVE, FREESTANDING



SERIES Burke Basics		COMPONENT VIEW	
GROUP: Freestanding		02/26/2025	
DESIGNED FOR AGES: 5 to 12		BCI Burke Company - Samples & Donations 999-197-860-1	
NFL Draft Day Family Zone Green Bay, WI 54304-3927		Designer: Tyler Hess	
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM			



SERIES Nucleus | Burke Basics | Synergy

ISOMETRIC VIEW

GROUP:
Fence|PlayEnsemble|Photo Op|Freestanding

NFL Draft Day Family Zone
Green Bay, WI 54304-3927

02/26/2025

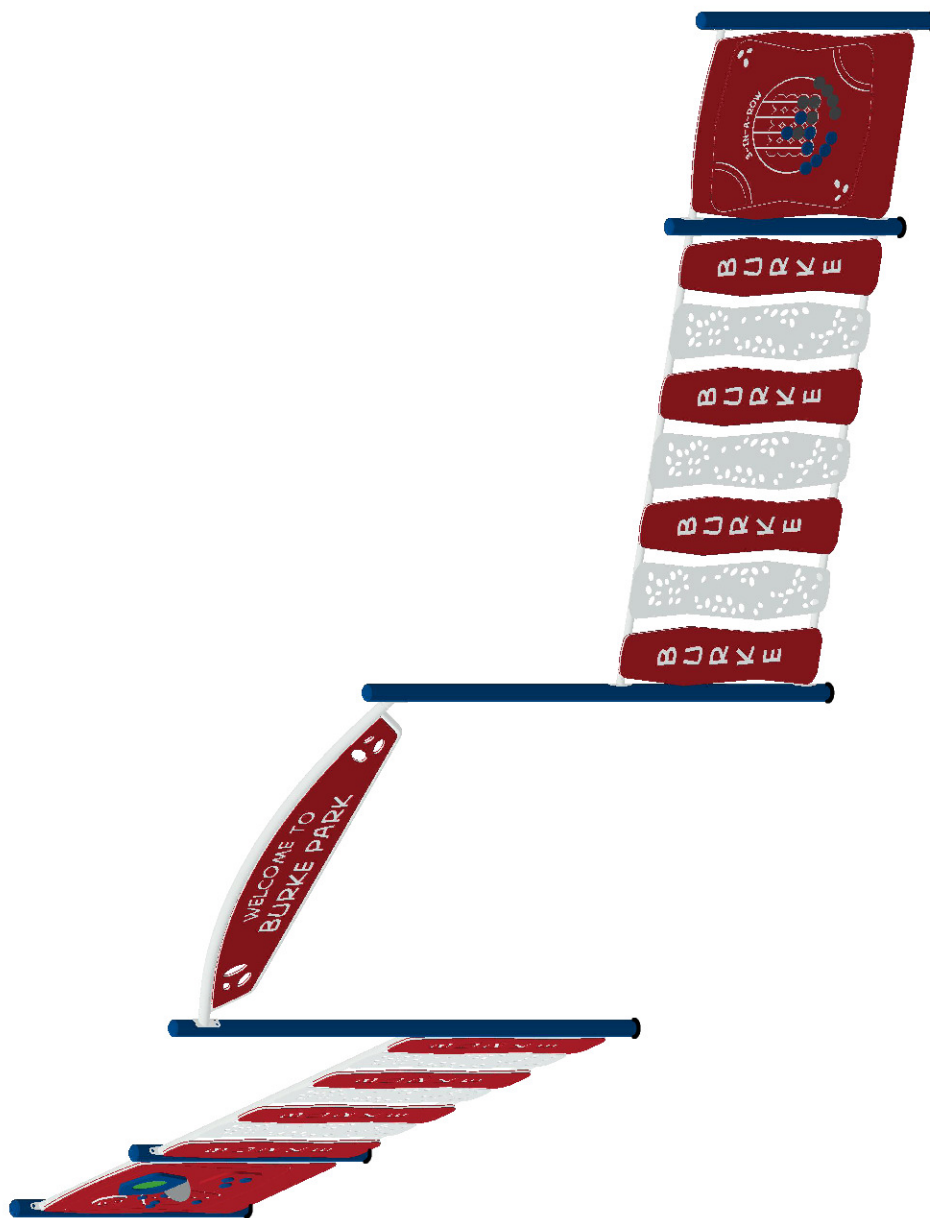
DESIGNED FOR AGES:
5 to 12

Burke
PLAY THAT MOVES YOU.

**BCI Burke Company - Samples &
Options**
999-197860-1

Designer: Tyler Hess

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM



SERIES Burke Basics | Synergy

GROUP:
Fence

DESIGNED FOR AGES:
5 to 12

NFL Draft Day Family Zone
Green Bay, WI 54304-3927

Burke
PLAY THAT MOVES YOU

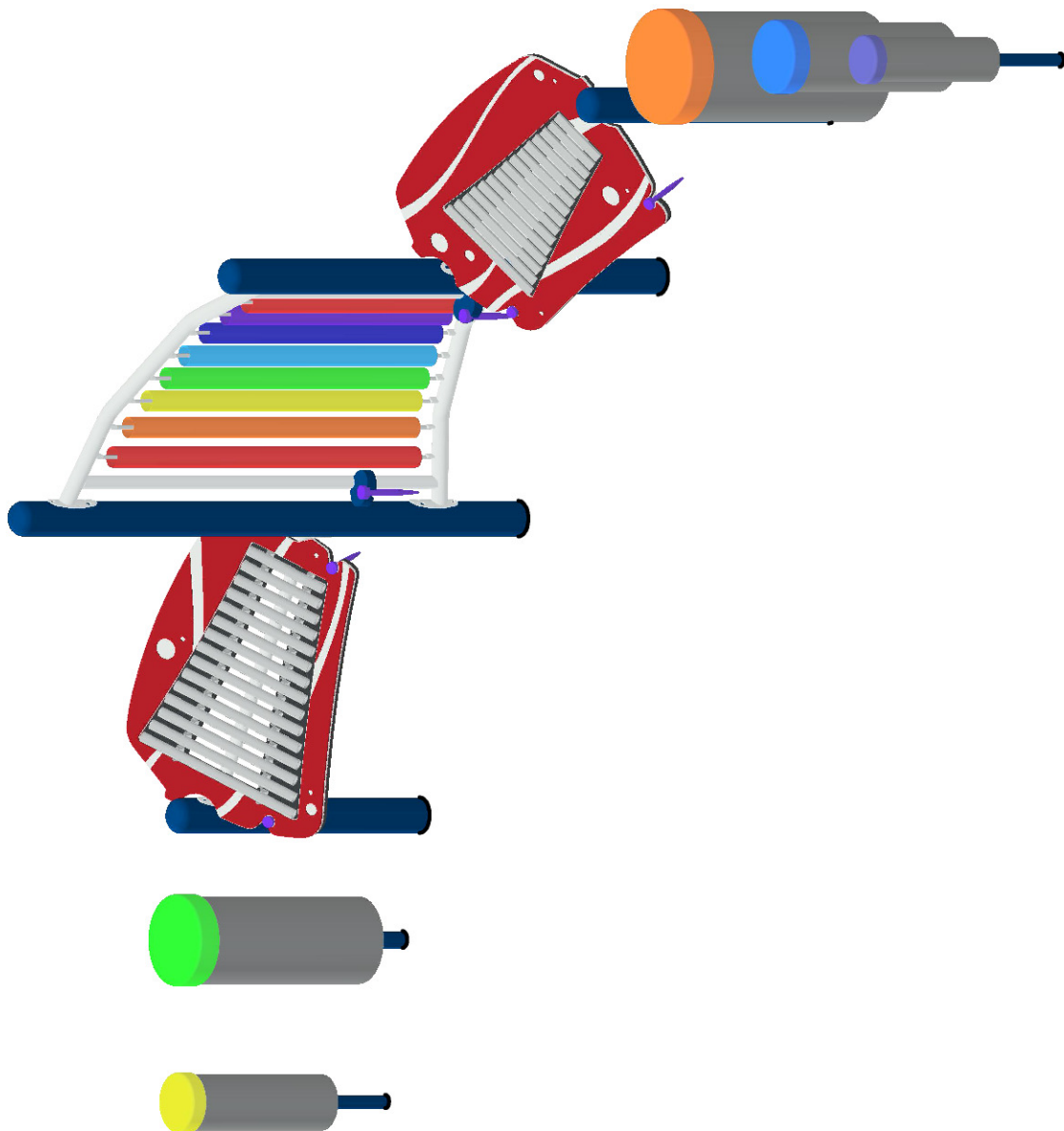
ISOMETRIC VIEW

02/26/2025

**BCI Burke Company - Samples &
Donations**
999-197860-1

Designer: Tyler Hess

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM



SERIES Nucleus | Burke Basics

ISOMETRIC VIEW

GROUP:
PlayEnsemble

NFL Draft Day Family Zone
Green Bay, WI 54304-3927

02/26/2025

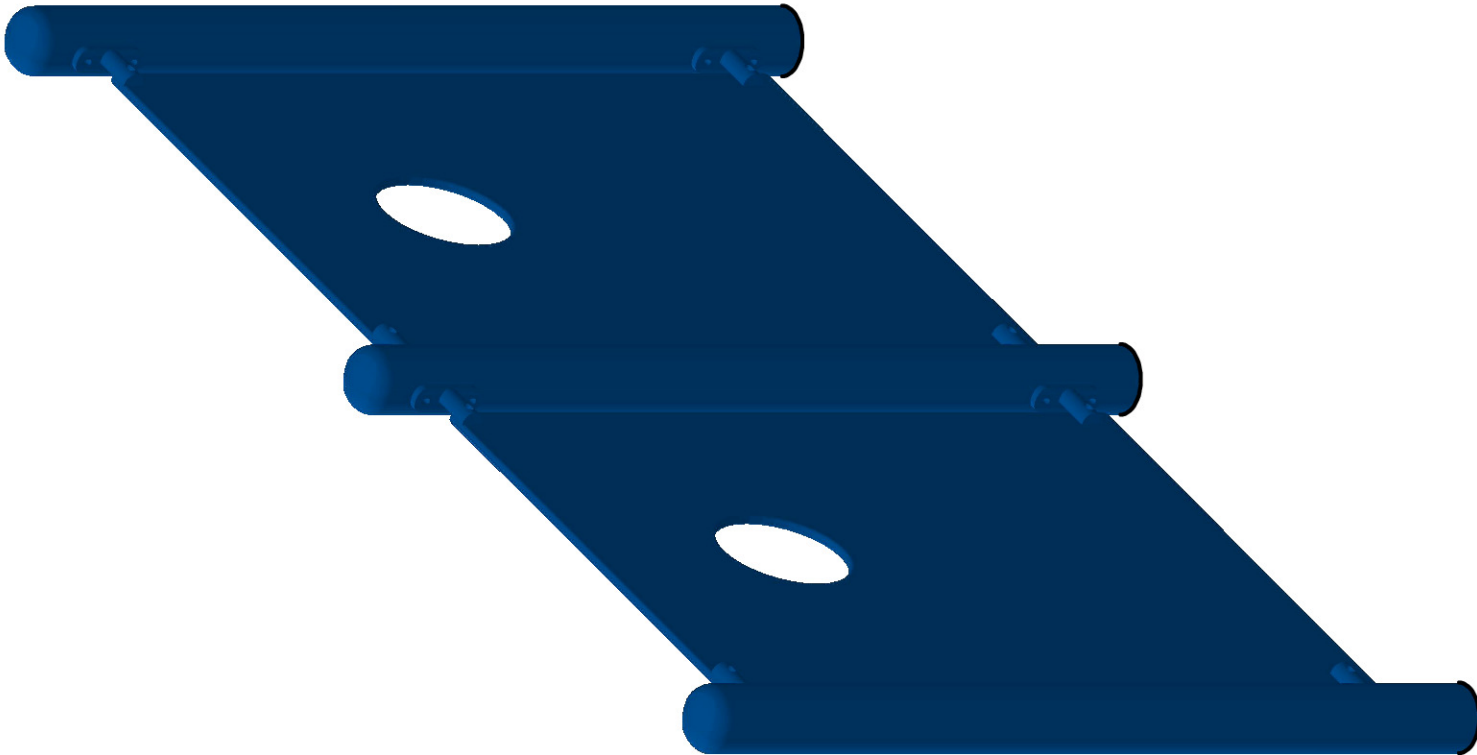
DESIGNED FOR AGES:
5 to 12

Burke
PLAY THAT MOVES YOU

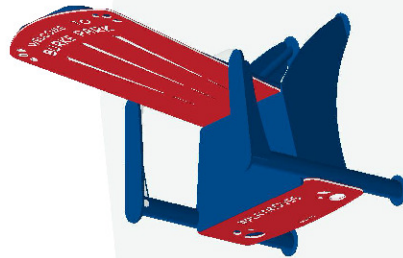
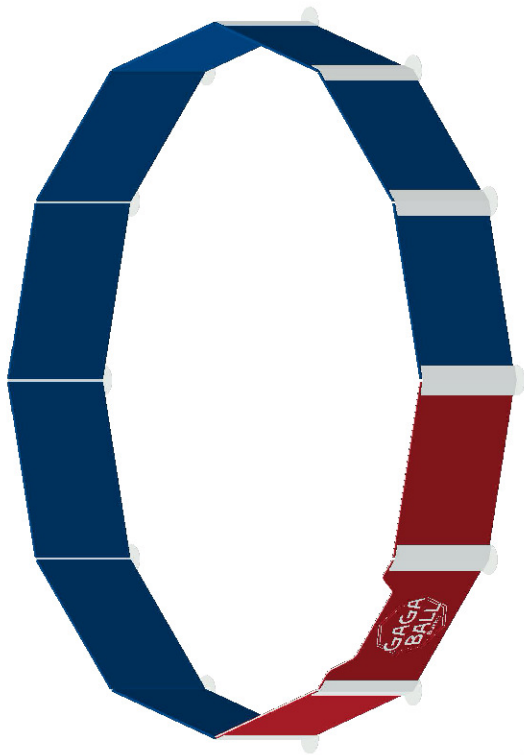
BCI Burke Company - Samples & Donations
999-197860-1

Designer: Tyler Hess

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM



SERIES	Nucleus	ISOMETRIC VIEW
GROUP: Photo Op	NFL Draft Day Family Zone Green Bay, WI 54304-3927	02/26/2025
DESIGNED FOR AGES: 5 to 12		BCI Burke Company - Samples & Donations 999-197860-1 Designer: Tyler Hess
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM		



SERIES Burke Basics

GROUP:
Freestanding

DESIGNED FOR AGES:
5 to 12

NFL Draft Day Family Zone
Green Bay, WI 54304-3927

Burke
PLAY THAT MOVES YOU

ISOMETRIC VIEW

02/26/2025

**BCI Burke Company - Samples &
Donations**
999-197860-1

Designer: Tyler Hess

Proposal 999-197860-1 | 2/26/2025 | 2025 Pricing

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org.



The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

Fence

Synergy

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0300-143C	3 1/2" OD X 143" CAPPED POST	2	0	0	53	106
072-0300-87C	3 1/2" OD X 87" CAPPED POST	4	0	0	32	128

Fence

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
580-1427	CUSTOM FUSION OVERHEAD WELCOME SIGN	1	0	0	51	51
580-1428	CUSTOM 8' FUSION PLAYFUL FENCE	2	0	0	159	318
580-1434	4' FUSION PLAYFUL FENCE, SINGLE ACTIVITY	2	0	0	16	32
580-1454	3-IN-A-ROW ACTIVITY, FUSION FENCE	1	3	3	59	59
580-1456	GAMES & MORE ACTIVITY, FUSIONFENCE	1	3	3	55	55

Total User Capacity: 6
Total Weight: 761 lbs.
Total Price: \$9,930

Freestanding

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
350-1829	CUSTOM GIANT BURKE CHAIR, 0" SM	1	4	4	318	318
560-2625	MOVMT INCLUSIVE, FREESTANDING	1	2	2	328	328
590-0163	GAGA, WALL PANEL	9	3	27	48	432
590-0164	GAGA, CUSTOM WALL PANEL	2	3	6	49	98
590-0165	GAGA, ENTRANCE PANEL	1	3	3	45	45

Total User Capacity: 42
Total Weight: 1223 lbs.

1265 Lombardi Ave | Green Bay, WI 54304-3927

Total Price: \$28,709

PlayEnsemble

Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-104C	5" OD X 104" CAPPED POST	1	0	0	55	55
072-0500-116C	5" OD X 116" CAPPED POST	1	0	0	61	61
072-0500-72C	5" OD X 72" CAPPED POST	2	0	0	38	76
570-0008	PLAYENSEMBLE TITAN CHIMES HUE	1	2	2	107	107
570-0412	PLAYENSEMBLE TERRA METALLOPHONE	1	2	2	93	93
570-0413	PLAYENSEMBLE SUPINE CHIMES	1	2	2	93	93

PlayEnsemble

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
560-0055	PLAYENSEMBLE CIRQUE DRUM V	1	2	2	48	48
560-0056	PLAYENSEMBLE CIRQUE DRUM IV	1	1	1	32	32
560-0057	PLAYENSEMBLE CIRQUE DRUM III	1	1	1	25	25
560-0058	PLAYENSEMBLE CIRQUE DRUM II	1	1	1	19	19
560-0059	PLAYENSEMBLE CIRQUE DRUM I	1	1	1	17	17

Total User Capacity: 12

Total Weight: 626 lbs.

Total Price: \$25,044

Photo Op

Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-96C	5" OD X 96" CAPPED POST	3	0	0	51	153
570-0849	CUSTOM PHOTO PANEL 57	2	2	4	73	146

Total User Capacity: 4

Total Weight: 299 lbs.

Total Price: \$5,870

Special Notes:

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**

1265 Lombardi Ave | Green Bay, WI 54304-3927

Proposal 999-197860-1 | 2/26/2025 | 2025 Pricing

COLOR SELECTION LIST | Default Color Option

GROUP 1 (PlayEnsemble)

Flat: Blue
Acc: White
Panel: Red-White-Red
Post: Blue

GROUP 2 (Freestanding)

Panel: Red-White-Red
Acc: White
Flat: Blue
Post: Blue
Plastic: Red

GROUP 3 (Fence)

Acc: White
Panel: Red-White-Red
Post: Blue
Flat: Blue

GROUP 4 (Photo Op)

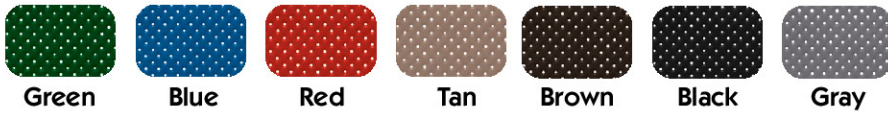
Post: Blue
Flat: Blue

COLORS THAT MOVE YOU

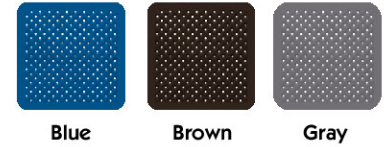
POWDER COAT PAINT



TRADITIONAL SERIES SITE AMENITIES



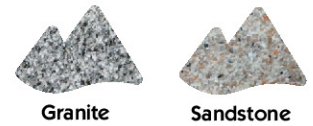
PLATFORMS



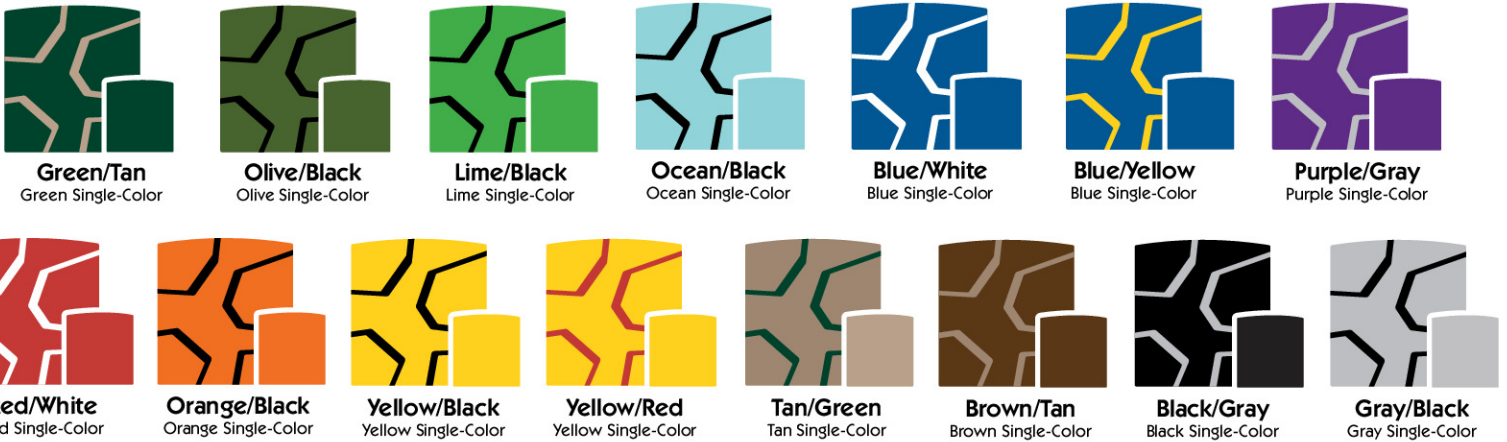
SOLIS HUE TOPPERS



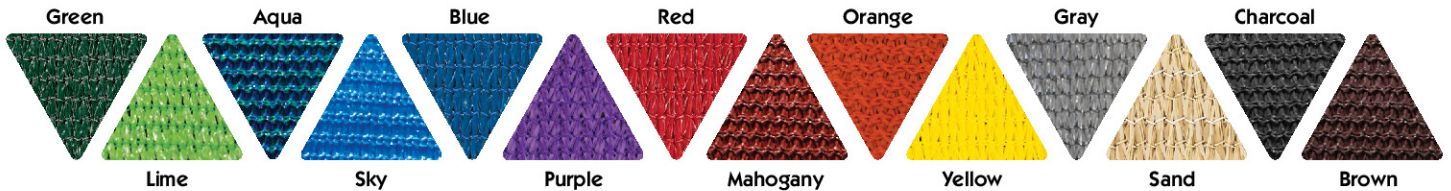
ROCKIT CLIMBERS



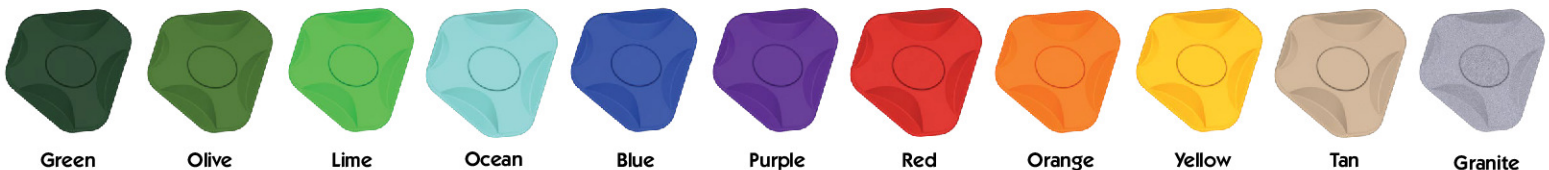
HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT [BCIBURKE.COM/COLOR](https://www.bciburke.com/color) TO CUSTOMIZE YOUR PLAYGROUND COLORS!

BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire®, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4ME®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® Clamp Castings against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through and direct-bolt fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 800-356-2070.

01/2025



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # Q.3

To hold on the approval of Amendment #3 to GRAEF-USA Inc's engineering contract for the JBS project for a total cost of \$75,000 and bring it back to committee for approval the same time as the funding approval for the building construction costs.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. JBS Amendment #3 Proposal Letter 3-6-2025



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March 6, 2025

Mr. Dan Ditscheit, PLA
Director
City of Green Bay
Parks, Recreation & Forestry Department
100 N. Jefferson Street, Room 510
Green Bay, WI 54301

SUBJECT: JBS Site Redevelopment
Amendment #3
New Barn Building Design

Dear Dan:

We are very pleased to provide you with this proposal to amend our professional services. When accepted, this proposal will amend our Agreement dated November 21, 2022. This would be the Third Amendment to our original contract for Project titled "Conceptual Site Planning Services for the Redevelopment of the JBS Site dated November 1, 2022.

This proposal is for the JBS Site Redevelopment (Project). This proposal is subject to Terms and Conditions of the original contract.

It is our understanding that the nature of the overall Project is a subdivision and park consisting of public roadways, utilities, site grading and stormwater management; a destination playground; a destination park; and a future urban barn/community building.

The subject of this amendment is the design of a new barn building to provide space and use for both the City's park operations and Wello's farming operations as outlined in your Project Scope Changes document. We understand the overall budget for design, permitting, and construction for the barn is to be \$750,000. Solar array system is separately funded at \$50,000. A general list of the items to be housed within the barn building per your scope outline include:

- Two (2) 40'x10' Refrigeration Systems (per specs provided)
- Parks Department Storage
- Farming Equipment Storage
- Two (2) Family Restrooms
- Exterior Attached Overhang Covered Patio
- Roof mounted solar array (funding provided by City under separate budget)

We are also removing a portion of the scope and fee from Amendment #2 pertaining to the 2-stall garage site analysis and layout; and efforts related to coordination of City purchase of the garage unit, site redesign, custom roof design for single slope and to support solar array, and utility services for the garage.

For this Project, GRAEF proposed to provide the following additional Basic Services:

Design

Project Management

- Overall Project coordination with design team and City staff.
- Coordination with WPS and other private utilities for their services and metering to the new barn for the facility and site services.
- Prepare necessary front end Special Provisions for separately bidding the barn project.
- Submit for required building permits for the barn.
- Submit for formal City Site Plan review and approval.

Civil

- Analyze the site areas for placement of the barn, once programming and general building sizing is completed. Provide up to two (2) optional location concepts for consideration by the City. Revise appropriate civil drawings to reflect the preferred location.
- Review of utilities extensions currently planned to other locations for modification to this new barn building with associated services and meters.
- Modify appropriate civil drawings to the Parks Package and/or Infrastructure Package for revised utility extensions, sidewalks, and elimination of the greenhouse facility.
- Prepare supplemental specifications for work not covered in City standard specification for bidding of the barn building scope of work. These are expected to primarily include utility services to the barn.
- Assist the City with Change Order processing under the Parks Package and/or Infrastructure Package for work to be completed under those contracts.

Architectural

- Program of spaces based on the size and functional requirements in relation to the site and day to day operations.
- Develop floor plans, elevations, and sections to understand the Structural, Mechanical, Electrical, and Plumbing space requirements, clearances and aesthetics of building design.
- Develop extent of solar array on the roof, and roof access requirements.
- Review code requirements for Life Safety for the proposed design
- Incorporate designed aesthetic enhancements to barn exterior finishes to meet City zoning code requirements and consistency with the housing development. Interior finishes will be minimal and appropriate for the noted uses. Bathroom interior finishes will be typical for Parks Department bathroom facilities within the City.
- Prepare construction documents including:
 - Overall Floor Plan
 - Enlarged Plan(s)
 - Reflected Ceiling Plan

- Equipment Layout Plan
- Roof Plan
- Building Sections (2)
- Wall Sections
- Schedules, Notes and Details
- Specifications

Structural

- Code/Load Review
- Preliminary layout of structural framing and lateral systems (anticipate wood roof trusses, wood stud walls, shallow footing foundations, concrete slab on grade)
- Coordination of structural system with team as required
- Final structural drawings and details
- Structural specifications

Mechanical

- Produce sealed Heating Cooling and Ventilation calculations in accordance with local codes and industry design standards fit for submission to Authority Having Jurisdiction.
- Design of HVAC system to serve the restrooms and storage areas.
- Design of exhaust systems to serve the restrooms and storage areas.

Electrical

- Building electrical service design, revised from Community Building electric service.
- Provide Power Utility coordination for electrical service.
- Prepare construction documents of electrical systems, including:
 - Exterior building/patio lighting.
 - Design interior lighting and controls.
 - Design interior code required emergency lighting for Path of Egress.
 - Design interior power receptacle plan to meet code requirements.
 - Design for solar array on roof.
 - Provide power for two on-site shipping containers.
 - Site power/circuiting for playground lighting, water feature/splash pad pumps, additional amenities; revised from Community Building service/panel.
 - Circuiting and site underground provisions for future EV chargers, additional solar power/feature.
 - Provide electrical details, schedules and one-line riser diagram.
- Provide specifications in booklet format.
- Participate in virtual design coordination meetings. Two (2) meetings have been assumed.

Plumbing

- Design gravity sanitary and storm sewer service to new connection point within five feet of the building footprint.

- Design domestic water service to a new connection point within five feet of the building footprint.
- Design domestic water distribution system throughout building including central hot water systems serving restrooms.
- Design sanitary and vent distribution throughout building.
- Design roof storm drainage from flat roof areas to storm water connection within five feet of building footprint.
- Select plumbing fixtures based on client standards.

Landscape

- Modifications to Parks Package drawing L101 to include planting plan revisions and additions around the barn building meeting City code requirements.

Construction Services for the building are already included in our current Phase 2 Engineering Task 4 scope of work for the barn building and those hours would be used for similar efforts on this barn building for all disciplines.

The following assumptions have been made in preparation of this amendment:

- There will be no need for IT/Data or security system card access/camera systems.
- Site related changes (pavements, grading, landscaping, utility extensions, drainage) will be processed through the existing JBS Park Package and Infrastructure Package contracts and not bid with the barn building.
- Refrigeration units will be purchased by others and provided for installation by contractor under the barn bid package.

GRAEF will endeavor to perform the proposed additional Basic Services in accordance with the following schedule:

- Authorization to Proceed on or before March 12th, 2025
- Completion of above noted design scope on or before May 15th.
- Permitting: Submittal week of May 19th.
- Construction: Summer of 2025

GRAEF can provide a scope and fee for further Additional Services upon request. Other Additional Services we can provide include:

- Participate in additional meetings beyond those described in this scope of service.
- Design of Architectural other than described in the above scope of service.
- Architectural Renderings of building.
- Design of electrical systems other than described in the above scope of service.
- Preparation of As-Built plans based on contractor furnished installation plans.
- Coordinate rough-in for voice/data, security/card access control system and security camera locations. Designed by others.
- Full design for Low-Voltage Systems (card access, security cameras, IT/data-WiFi) with owner meetings, and specification sections.



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It is our understanding that you will provide the following services, items and/or information:

- Bidding of New Barn Building
- Permit and review fees

You agree to compensate GRAEF for all additional Basic Services as noted below:

Additional Lump Sum Fee for new barn scope:	\$85,000
Deduct of Lump Sum Fee from Amendment #2 (Original Garage):	(\$10,000)
TOTAL ADDED FEE:	\$75,000

Upon receipt of an executed amendment, GRAEF will commence work on the additional Basic Services for the Project.

Please call us at 920-405-3814 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Patrick J. Skalecki, P.E., LEED AP
Vice President | Principal

Accepted by:
City of Green Bay

(Signature)

(Name Printed)

(Title)

(Date)

X:\GB\2022\20220399-01\Project Management\Contracts\Phase 2 Engineering\Amendment #3 – New Barn Building - 2-25-2025



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # Q.4

To approve hiring Carrico Aquatic Resources to replace the Joannes Aquatic Center pool filters for a total cost of \$180,500.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Joannes Filter Replacement 2025-06 Bid Summary
2. Joannes Filter Replacement Proposal

CITY OF GREEN BAY BID SUMMARY

RFP #2025-06 PARKS JOANNES POOL FILTER SYSTEM

ISSUED: 02/04/2025 DUE: 03/06/2025

CC: 65000, 93165

BROADCAST LIST: 205 PLANHOLDERS: 6

	COMPANY NAME	ITEM DESCRIPTION	COST
1	CARRICO AQUATIC RESOURCES JEFFERSON, WI	Tear out of current system- including diposal	\$ 25,000.00
		New system with install	\$ 120,000.00
		Re-connect all pipping and valve flow system	\$ 35,500.00
TOTAL COST			\$ 180,500.00
RECOMMENDATION:			
Award the lowest responsive, responsible, vendor: CARRICO AQUATIC RESOURCES			

FLUIDRA

USA



8525 Mallory Rd. Jacksonville, FL 32220
Office: (904) 378-0999 Fax: (904) 378-0408

POLTANK 42"- Horizontal Commercial Sand Filtration System



FEATURES

- Simplified trouble free operation
- Outstanding filtration efficiency
- Greatest level of convenience compared to other filter types
- Rugged non-corrosive, weather resistant design
- 50 psi operating pressure
- Patented 360° ABS slotted lateral and PVC diffuser provide balanced water flow through filter bed
- 10 year limited warranty
- Single, multiple and stacked tank configurations
- Reliable and efficient operational accessories
- NSF Certified

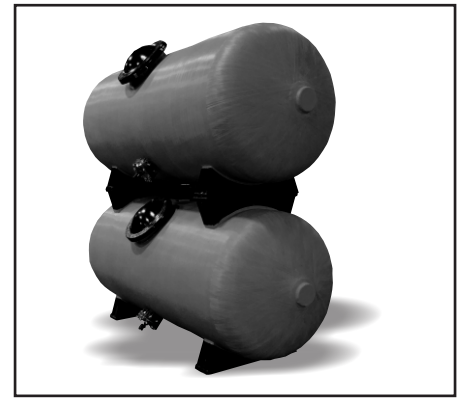
Form no. Poltank-42-spec
Effective 12/15

DESCRIPTION

Fluidra horizontal sand filtration systems are manufactured in Jacksonville, Florida using CNC controlled filament winding equipment. The tanks are constructed with a dual laminate process consisting of a non-continuous strand and roving inner structure combined with a filament wound outer structure. The tanks superior construction is resistant to fatigue associated with operational cycling, corrosion and scaling and will provide decades of reliable service.

The horizontal filters are designed for 50 psi operating pressures, available in 5 tank diameters providing 35 models. The filters are available in single, multiple and stacked tank configurations. The filter(s) come standard with a 16" round manway opening and cover, flanged influent/ effluent ports, manual air vent and media/water drain combination port. The filters are NSF listed for filtration rates from 5 to 20 gpm/ ft² of filter area with operating flows from 67 to 1500 gpm in a single tank. The tanks come fully assembled with an imbedded U.V. protection for outdoor installations.

Operational accessories including standard and custom manifold systems with or without unilever operation, semi and fully automatic backwash control systems and filter media can be purchased individually or with the filter tanks when ordering a system.

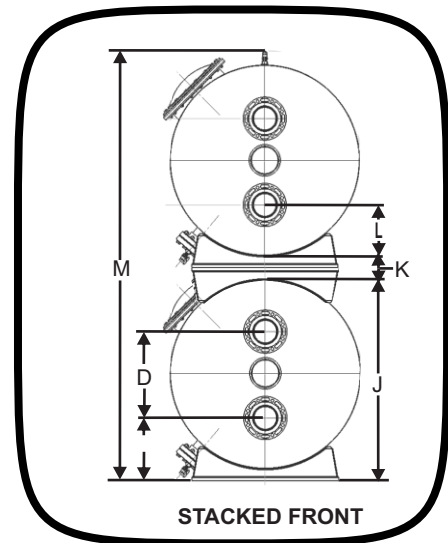
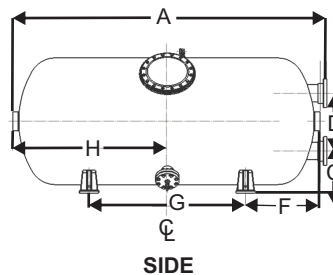
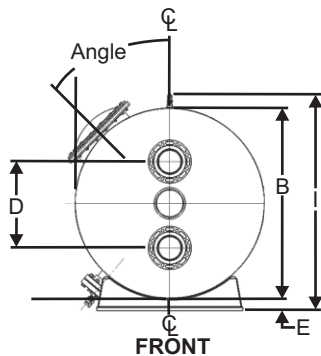


Stacked Tanks

ORDERING INFORMATION												
Model No.	Tank Dia.	Filter Area Ft ²	Filter/BW Rate 15 gpm	Filter Rate 20 gpm	Capacity			Cu. Ft. 1/8" 1/4" Gravel Ft ³	#20 Sand Ft ³	Total Media Ft ³	Approx Ship Wt Lbs	Approx Oper. Wt Lbs.
					Gals. Per 60 min.	Gals. Per 120 min.	Gals. Per 240 min.					
42157-050-E	42	15.7	235.5	314.0	14,130	28,260	56,570	7.6	20.1	27.7	531	5,038
42175-050-E	42	17.5	262.5	350.0	15,750	31,500	63,000	8.6	22.9	31.5	568	5,728
42210-050-E	42	21.0	315.0	420.0	18,900	37,800	75,600	10.2	26.8	37.0	622	6,714
42260-050-E	42	26.0	390.0	520.0	23,400	46,800	93,600	9.6	31.1	40.7	775	8,046
42300-050-E	42	30.0	450.0	600.0	27,000	54,000	108,000	10.0	32.2	42.3	876	8,825
42340-050-E	42	34.0	510.0	680.0	30,600	61,200	122,400	11.0	35.4	46.4	897	9,081
42380-050-E	42	38.0	570.0	760.0	34,700	69,400	138,800	12.4	40.1	52.5	979	10,306
42420-050-E	42	42.0	630.0	840.0	37,800	75,600	151,200	14.8	45.5	60.3	1,062	11,127
42450-050-E	42	45.0	675.0	900.0	40,500	81,000	162,000	15.0	48.9	63.9	1,104	13,283
42480-050-E	42	48.0	720.0	960.0	43,200	86,400	172,800	16.5	53.6	70.1	1,141	13,940

General Notes:

- 1) Filters ship complete with overhead distribution assembly, lower collection assembly, two pressure gauges manual air relief, combination media/drain port.
- 2) Filters DO NOT include face piping manifolds and filter media which must be ordered separately



OUTLINE DIMENSIONS															
Model No.	A	B	C	D	E	F	G	H	I	J	K	L	M	Port Size	Angle °
42157-050-E	67.8	42	14.5	19.3	4.9	16.1	32.1	32.1	49.8	46.9	9.8	9.6	101.6	4	46
42175-050-E	76.0	42	14.5	19.3	4.9	18.1	36.3	36.3	49.8	46.9	9.8	9.6	101.6	4	46
42210-050-E	87.0	42	14.5	19.3	4.9	20.9	41.8	41.8	49.8	46.9	9.8	9.6	101.6	4	46
42260-050-E	106.0	42	14.5	19.3	4.9	25.5	51.0	51.0	49.8	46.9	9.8	9.6	101.6	6	46
42300-050-E	115.5	42	14.5	19.3	4.9	27.9	55.7	55.7	49.8	46.9	9.8	9.6	101.6	6	46
42340-050-E	129.5	42	14.5	19.3	4.9	31.4	62.7	62.7	49.8	46.9	9.8	9.6	101.6	6	46
42380-050-E	145.5	42	14.5	19.3	4.9	35.4	70.8	70.8	49.8	46.9	9.8	9.6	101.6	6	46
42420-050-E	163.5	42	14.5	19.3	4.9	37.9	75.7	75.7	49.8	46.9	9.8	9.6	101.6	6	46
42450-050-E	169.5	42	14.5	19.3	4.9	41.4	82.7	82.7	49.8	46.9	9.8	9.6	101.6	6	46
42480-050-E	177.5	42	14.5	19.3	4.9	43.4	86.7	86.7	49.8	46.9	9.8	9.6	101.6	6	46

ACCESSORY INFORMATION

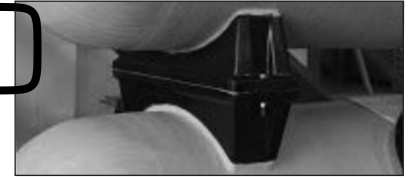
Operational accessories including standard and custom manifold systems with or without unilever operation, semi and fully automatic backwash control systems and filter media can be purchased individually or with the filter tanks when ordering a system.

STACKING KIT & FILTER MEDIA ORDERING INFORMATION

Tank Dia.	Stacking Kit	Filter Sand	Filter Sand C. Ft.	Filter sand Shipping Weight	Support Gravel	Support Gravel Cu. Ft.	Support Gravel Shipping Weight
42	20937	00596	0.5	50.0	GRAVEL-14	1.0	100.0

Stacking Kit

- o Factory assembled
- o Complies w/ seismic code requirements
- o NSF certified



Stacking Kit

General Notes:

- 1) The Bottom Filter Tank in a Stacked Configuration Must Remain Full of Water When the Top Tank is Full of Water. When Draining Tanks Always Drain the Top Tank First
- 2) Filter Sand is a #20 Silica Sand with an Effective Size of .45mm to .55mm
- 3) Support Gravel is 1/8" x 1/4" Rounded & Washed.

FILTER MANIFOLDS & ACCESSORIES

- Sch. 80 PVC pipe construction
- CEPEX PVC butterfly valves
- Zinc plated hardware
- Preassembled and hydro tested
- NSF Certified
- Optional Single lever linkage
- Optional Electric Actuator
- Optional Manifold Support Kit



Single Filter Manifolds



Actuator

MANIFOLD ORDERING INFORMATION

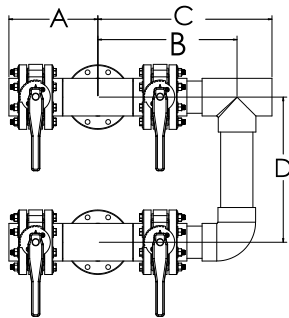
Model No.	Tank Dia.	Number of Filter Tanks	Number of Valves	Max. Flow GPM	Manifold Valve & Port Size	Tank Port Size	Manifold & Valve Material	Pipe Support Kit	Single Lever Linkage Kit	Electric Actuator
50204	42	1	2	355	4	4	PVC	00845	50204-SSL	A1013
20983	42	1	4	355	4	4	PVC	00845	18203-5000	A1013
50206	42	1	2	800	6	6	PVC	00851	50206-SLL	A1016
20984	42	1	4	800	6	6	PVC	00848	18207-5000	A1016
20997	42	1	5	710	4	4	PVC	00845	19050-5000	A1016
21012	42	1	5	1600	6	6	PVC	00851	19056-5000	A1017



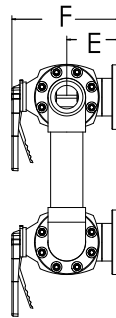
Manifold Support Kit

General Notes:

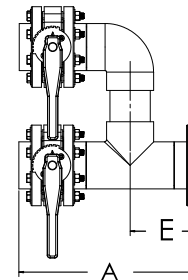
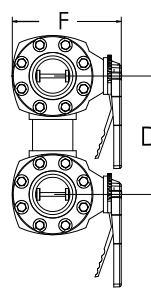
- 1) Single Tank Manifolds Require 2 Pipe Supports, Dual Tank Manifolds Require 4 Pipe Supports
- 2) Electric Actuators are Used with Semi Automatic or Automatic Backwash Systems. Each Valve in the System Requires an Actuator
- 3) 5 Valve Manifolds Do Not Have a Single Lever Linkage Kit Option.
- 4) Semi Automatic and Automatic Backwash Control Information Available in Separate Data Sheet



4 Valve Manifolds



2 Valve Manifolds



Single Filter Manifolds

OUTLINE DIMENSIONS MANIFOLD SYSTEM

Model No.	Tank Dia.	N0. of Filter Tanks	A	B	C	D	E	F
50204	42	1	19.9	N/A	N/A	11.4	8.0	11.9
20983	42	1	19.1	25.4	20.0	19.3	8.0	14.8
50206	42	1	26.9	N/A	N/A	14.8	10.0	14.1
20984	42	1	19.4	31.5	24.0	19.3	10.0	18.0
20997	42	1	19.1	29.8	20.0	28.7	8.0	14.8
21012	42	1	19.4	31.5	24.0	33.1	10.0	18.0

MATERIALS & DESIGN

FILTER SYSTEM

The filter system specified under this section shall be a pressurized Hi-Rate Permanent Media Filter design as manufactured by Fluidra USA.

The filter system shall be of the horizontal type suitable for a single grade of media and shall be certified for swimming pool/ spa use by NSF International to NSF/ ANSI Standard 50. The filter certification shall be for a maximum flow of 20 gallons per minute per square foot of filter area.

The filter tank system shall consist of a 42½" horizontal filter tank(s), internal distribution system, internal air vent, manway opening/ cover, external vent and drain assembly. The tank(s) shall be manufactured in a fully assembled state with the external air vent disassembled for shipping. The filter(s) shall be designed and manufactured in a manner to allow for shipping under normal conditions without internal damage to the filter.

FILTER AREA

The filter plant shall consist of _____, 42" Horizontal Hi-Rate Permanent Media Filter(s) with a total effective filter area of _____ square foot each. When operating at _____ gpm per square foot of filter area, the filter system will have a capacity of filtering _____ gallons in _____ minutes.

FILTER TANK(S)

The filter tank(s) shall be 42" in diameter with a total length of _____" and shall be constructed Fiberglass resin with a maximum working pressure of 50 psi, hydrostatically tested to 1.1 x maximum working pressure and designed to a minimum of 5:1 safety factors.

Each filter tank(s) shall consist of a body and two dished heads manufactured with a dual wall structure consisting of a contact molded inner structure and a filament wound outer structure. The inner structure shall be manufactured with Woven Roving and Chop Strand Mat on a male mold in a two or three-piece design, depending on length, and joined together with secondary joint(s) before applying the outer structure. The outer structure shall be filament wound in both radial and axial geometric patterns to provide maximum strength in all load directions. The dished heads and body thicknesses shall be designed according to ASME Section X requirements confirmed through calculations and a Finite Element Stress Analysis. The outer structure of the tanks shall be seamless and constructed of pigmented resin to provide a professional exterior finish.

The filter tank(s) shall be mounted on two FRP saddle supports that are permanently bonded to the tank through the use of a structural adhesive system. Stacked tank configurations shall include saddles on top of the bottom tank to accommodate stacking of the top tank. The tank support saddles shall be designed in

compliance to all relevant seismic code requirements when anchored to the manufacturer's specifications.

A 16" round flanged manhole complete with FRP cover, O-ring and bolts shall be located in the body of the filter tank(s). All o-ring contact points on the manhole flange and cover shall have a smooth finish to provide a continuous watertight seal.

A molded 3" combination media dump port and drain complete with a ABS media retainer and flange type closure shall be located in the side shell of the filter tank(s).

A molded ¾" external air relief complete with PVC ball valve shall be located in the side shell of the filter tank(s).

The influent and effluent ports shall be flanged to facilitate proper connection of both internal and external piping. The influent/ effluent ports shall consist of FRP flanges designed according to ASTM-PS 15-69-NBS with a ANSI standard 150 lb. bolt pattern.

INTERNAL DISTRIBUTION/COLLECTION SYSTEM

The filter tank equipment shall include an upper distribution system and lower collection system, hydraulically balanced to prevent filter media migration during filter operation and/ or backwash.

The upper distribution system shall include hydraulic diffusers manufactured of injection molded PVC plastic, located in multiple sets of two over the filter bed. They shall be piped to a Schedule 80 PVC distribution header with Schedule 80 PVC pipe and fittings appropriately sized to maintain proper flow velocities throughout the entire distribution system.

The lower collection system shall consist of a Schedule 80 PVC header and molded ABS plastic laterals with .009" tapered slots designed to retain a single grade of filter media with .23 mm particle size. The internal collection system shall be designed to promote media bed circulation during backwash while providing minimal head loss during filtration.

FILTER MEDIA

Filter media shall consist of a carefully selected grade of hard, uniformly graded silica with a minimum combined mean percent of silica by weight of 90%, which shall be free of limestone or clay. The silica shall be angularly shaped particles with a particle size between .45mm and .55 mm and a roundness value between 0.0 and 0.15. Round or Sub-rounded particle shapes will not be acceptable. The uniformity coefficient shall not exceed 1.50 with a specific gravity of not less than 2.5 with a minimum hardness of 7 mhos. Support media shall be hard, water rounded silica material, uniformly graded ⅛"

– ¼" gravel, no limestone or clay shall be present. Alternate media must be approved by the filter manufacturer.

PRESSURE GAUGE PANEL

The pressure gauge panel shall consist of two 2½" diameter Flutter Guard gauges scaled from 0-100 PSIG. The pressure gauges shall be mounted in an injection molded panel. The pressure gauges shall be connected to influent and effluent pressure points with air relief cocks, compression fittings and semi-rigid PVC tubing.

The filter system as outlined herein shall be Fluidra USA Model No. _____.

FACE PIPING

The face piping shall be fabricated in a fully assembled state by the filter manufacturer of Schedule 80 PVC pipe and fittings. Flanges shall be located to allow for easy disassembly to prevent damage during shipping.

The butterfly valves shall be constructed of PVC with aluminum handles. The valve shall have EPDM and PE that provide shut off up to 150 psi while sealing the valve stem from exposure to internal liquids. The face piping shall be certified by NSF International as an operational component for the filter system carrying the same pressure and flow ratings as the filter tank.

SINGLE LEVER LINKAGE

A clevis and rod linkage system shall connect the butterfly valves provided with the face piping. Simplified operation shall be achieved through the raising or lowering of a single operating handle.

Connecting components shall vary in length to provide suitable mechanical advantage to operate the system. All valves shall operate simultaneously to eliminate the possibility of water hammer. The linkage components shall be constructed of T304 stainless steel designed to allow for individual valve adjustment to ensure proper positioning of the valves.

ELECTRIC ACTUATOR

An electromechanical actuator shall be mounted on each valve of the face piping kit. The actuator shall be automatically operated during initiation of the backwash cycle and return to filter cycle through the use of 115-volt AC totally enclosed motor sized at a 2:1 safety factor to the seating torque of the butterfly valve with a torque limiter. The actuator shall have a closure time of 15 seconds/ 90 degrees with a manual override, BSR safety brake to prevent valve slippage and visual position indicator. The actuator shall have a digital positioning system with dual open and close limit switches for feed back to the backwash control system.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # Q.5

To accept a grant for \$500 from Green Bay Wild Ones to convert the turf grass around the new sculptures at Farlin Park with native pollinator plantings.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. WildOnes Grant Tracking Form-Feb 2025



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(emailto:Kim.Rivest@greenbaywi.gov)

APPLICANT DEPARTMENT: PRF

DATE: 02/26/2025

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Maria Otto/Conservation Corps Coordinator

APPROPRIATE COMMITTEE: Parks

NAME OF GRANT/FUNDING SOURCE: Green Bay Wild Ones/Private

AMOUNT OF GRANT REQUEST: \$500

LOCAL MATCH REQUIREMENT: \$0

SOURCE OF MATCH: ☐ General Fund ☐ Non-General Fund ☒ Not Applicable

TIMEFRAME OF GRANT: 07/01/2025 through 09/01/2025

TYPE OF GRANT REQUEST: ☒ Monetary ☐ Other (explain under 'purpose of grant')

PURPOSE OF GRANT (summary): To convert unused turf grass around the newly installed art sculptures at Farlin Park into native pollinator plantings.

How does the grant meet City/Department needs? Reduce turf grass, reduce maintenance needs, improve pollinator habitat

What are the personnel requirements (include both existing and new staff) of the grant? Conservation Corps will install the plants and maintain weekly. Estimated 4 hours of installation and 30-minutes weekly for maintenance.

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: \$500

CFDA/STATE ID #: _____

LOCAL MATCH REQUIREMENT: \$0

Please describe the source of match, if applicable: N/A

Please describe any major changes in proposed grant-funded activities: N/A

Please describe what the grant money will be spent on: Native plant species.

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



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # Q.6

To approve the purchase of a 2025 Ford Super Duty F-250 Regular Cab 4WD Truck from Ewald Automotive Group for a total cost of \$55,374.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2025 FORD F250 REGULAR CAB 4WD



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

City of Green Bay

Prepared For: Troy Van Handel

920.448.3049

Troy.VanHandel@greenbaywi.gov

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box





Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box ( Complete)

Quote Worksheet

	MSRP
Base Price	\$48,090.00
Dest Charge	\$1,995.00
Total Options	\$12,133.00
Subtotal	\$62,218.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$6,844.00)
Subtotal Discount	(\$6,844.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$55,374.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$55,374.00

Comments:

2025 Ford F250 Regular Cab 4wd to your specs as detailed. Registration Fees are NOT included. Delivery can not be anticipated due to current market conditions.

State Contract: 505ENT-M24-VEHICLES-06.

Dealer Signature / Date

Customer Signature / Date



Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box ( Complete)

Standard Equipment

Mechanical	
	Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)
	Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
	3.73 Axle Ratio (STD)
	GVWR: 10,000 lb Payload Package
	50-State Emissions System
	Transmission w/Oil Cooler
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	160 Amp Alternator
	Class V Towing Equipment -inc: Hitch and Trailer Sway Control
	Trailer Wiring Harness
	3814# Maximum Payload
	HD Shock Absorbers
	Front Anti-Roll Bar
	Firm Suspension
	Hydraulic Power-Assist Steering
	34 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Auto Locking Hubs
	Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Exterior	
	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
	Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)
	Regular Box Style
	Steel Spare Wheel

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Data Version: 24756. Data Updated: Feb 18, 2025 6:47:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box ( Complete)

Exterior

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Rear Step Bumper

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator

Manual Extendable Trailer Style Mirrors

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Boxside Steps

Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

Perimeter/Approach Lights

Entertainment

Radio w/Seek-Scan, Clock and Speed Compensated Volume Control

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers

Fixed Antenna

SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual

2 LCD Monitors In The Front

Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

Manual Tilt/Telescoping Steering Column

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Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

Interior	
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	FordPass Connect 5G Mobile Hotspot Internet Access
	Compass
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Pickup Cargo Box Lights
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

Interior

- Perimeter Alarm
- Securilock Anti-Theft Ignition (pats) Immobilizer
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
- Safety Canopy System Curtain 1st Row Airbags
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
- Back-Up Camera

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
F2B	2025 Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box	\$48,090.00
COLORS		
CODE	DESCRIPTION	
Z1	Oxford White	
ENGINE		
CODE	DESCRIPTION	MSRP
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)	\$0.00
TRANSMISSION		
CODE	DESCRIPTION	MSRP
44F	Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)	\$0.00
OPTION PACKAGE		
CODE	DESCRIPTION	MSRP
600A	Order Code 600A	\$0.00
AXLE RATIO		
CODE	DESCRIPTION	MSRP
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
WHEELS		
CODE	DESCRIPTION	MSRP
64A	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	\$0.00
TIRES		
CODE	DESCRIPTION	MSRP
TBM	Tires: LT245/75Rx17E BSW A/T -inc: Spare may not be the same as road tire	\$165.00

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
Z1	Oxford White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
473	Snow Plow Prep Package -inc: computer selected springs for snowplow application, Note 1: Restrictions apply; see supplemental reference or body builders layout book for details, Note 2: May result in deterioration of ride quality when vehicle is not equipped w/snowplow, Note 3: Dual battery (86M) recommended w/6.8L or 7.3L gasoline engines; see body builders layout book for details	\$250.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
52B	Trailer Brake Controller -inc: smart trailer tow connector	\$300.00
67E	250 Amp Alternator (Gas)	\$85.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
18B	Platform Running Boards	\$320.00
76C	Exterior Backup Alarm (Pre-Installed)	\$220.00
85S	Tough Bed Spray-In Bedliner -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	\$595.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
66S	Upfitter Switches (6) -inc: Located in overhead console	\$165.00

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Data Version: 24756. Data Updated: Feb 18, 2025 6:47:00 PM PST.



Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box ( Complete)

CUSTOM EQUIPMENT		
CODE	DESCRIPTION	MSRP
Delivery	Delivery from Hartford Ford to Green Bay	\$142.00
Plow	Boss 8'2" V-XT Steel Plow	\$9,461.00
Options Total		\$12,133.00

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Data Version: 24756. Data Updated: Feb 18, 2025 6:47:00 PM PST.



Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box ( Complete)

Price Summary

PRICE SUMMARY		MSRP
Base Price		\$48,090.00
Total Options		\$12,133.00
Vehicle Subtotal		\$60,223.00
Destination Charge		\$1,995.00
Grand Total		\$62,218.00

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Data Version: 24756. Data Updated: Feb 18, 2025 6:47:00 PM PST.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # Q.7

To approve the purchase of (2) 2025 GMC Sierra 1500 2WD Reg Cab Trucks from Ewald Automotive Group for a total cost of \$73,810.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2025 GMC SIERRA 1500 REGULAR CAB 2WD



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

City of Green Bay

Prepared For: Troy Van Handel

920.448.3049

Troy.VanHandel@greenbaywi.gov

Vehicle: [Fleet] 2025 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro





Vehicle: [Fleet] 2025 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro (Complete)

Quote Worksheet

	MSRP
Base Price	\$38,500.00
Dest Charge	\$1,995.00
Total Options	\$908.00
Subtotal	\$41,403.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$4,498.00)
Subtotal Discount	(\$4,498.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$36,905.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$36,905.00

Comments:

2025 GMC Sierra 1500 Regular Cab 2wd to your specs as detailed. Exception: Engine is a 2.7L Turbomax 4 Cylinder. Registration Fees are NOT included. Delivery can not be anticipated due to current market conditions.

State Contract: 505ENT-M24-VEHICLES-05.

Dealer Signature / Date

Customer Signature / Date



Vehicle: [Fleet] 2025 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro ( Complete)

Standard Equipment

Package	GMC Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, and (UHY) Automatic Emergency Braking (Includes (T8Z) Buckle to Drive.)
Mechanical	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Not available with (VYU) Snow Plow Prep Package, (X31) X31 Off-Road Package, (ZW9) pickup bed delete or (KC4) external engine oil cooler.) (STD)
	Transmission, 8-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Standard and only available with (L3B) TurboMax engine.) (STD)
	Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.) (STD)
	GVWR, 6800 lbs. (3084 kg) (Requires Crew Cab 2WD and (L3B) TurboMax engine. Requires Double Cab 2WD model with (L3B) TurboMax engine or with (L84) 5.3L EcoTec3 V8 engine. Requires Regular Cab 4WD TK10703 or 2WD TC10903 model a with (L3B) TurboMax engine or (L84) 5.3L EcoTec3 V8.)
	Rear axle, 3.42 ratio (Included and only available with (L3B) TurboMax engine.)
	Push Button Start
	Automatic Stop/Start (Not available with (FHS) E85 FlexFuel capability.)
	Suspension Package, Standard
	Rear wheel drive
	Alternator, 220 amps (Standard on (L3B) TurboMax engine. Included with (VYU) Snow Plow Prep Package and available with (L84) 5.3L EcoTec3 V8 engine. Not available as free flow on Regular Cab models with (L84) 5.3L EcoTec3 V8 engine.)
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (L3B) TurboMax engine.)
	Frame, fully-boxed, hydroformed front section
	Cargo tie downs (12), fixed
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill
	Exhaust, single outlet
	Exhaust, aluminized stainless-steel muffler and tailpipe

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Data Version: 24756. Data Updated: Feb 18, 2025 6:47:00 PM PST.



Vehicle: [Fleet] 2025 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro (Complete)

Exterior

- Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)
- Tires, 255/70R17 all-season, blackwall (STD)
- Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)
- Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
- Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (PQA) 1SA Safety Plus Package on 1SA unless ordered with (WBP) Graphite Edition.)
- Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)
- CornerStep, rear bumper
- Grille (Chrome header with flat black grille insert bars)
- Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps
- IntelliBeam, automatic high beam on/off (Included and only available with (PDI) GMC Pro Safety.)
- Taillamps, LED LED signature taillight and Fade-on/Fade-off animation, incandescent stop, turn and reverse light
- Mirrors, outside heated power-adjustable (Included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package on Crew Cab and Double Cab models. Standard on Regular Cab models.)
- Glass, solar absorbing, tinted
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
- Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
- Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
- Tailgate and bed rail protection caps, top
- Tailgate, locking utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
- Door handles, Black grained

Entertainment

- Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones (STD)
- Audio system feature, 2-speakers in front doors (Requires Regular Cab model.)
- Bluetooth for phone, connectivity to vehicle infotainment system
- Wireless, Apple CarPlay / Wireless Android Auto

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Vehicle: [Fleet] 2025 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro ( Complete)

Entertainment

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering column, Tilt-Wheel, manual with wheel locking security feature

Steering wheel, urethane

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Compass, located in instrument cluster

Exterior Temperature Display, located in radio display

Windows, power front, drivers express up/down

Window, power front, passenger express down

Door locks, power

Remote Keyless Entry

Cruise control, steering wheel-mounted

Steering column lock, electrical

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone manual

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Interior

Automatic Emergency Braking (Included and only available with (PDI) GMC Pro Safety.)

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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Vehicle: [Fleet] 2025 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro (Complete)

Safety-Interior

OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

HD Rear Vision Camera (Not available with (ZW9) pickup bed delete.)

Following Distance Indicator (Included and only available with (PDI) GMC Pro Safety.)

Forward Collision Alert (Included and only available with (PDI) GMC Pro Safety.)

Lane Keep Assist with Lane Departure Warning (Included and only available with (PDI) GMC Pro Safety.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) GMC Pro Safety.)

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

Safety-Mechanical

Front Pedestrian Braking (Included and only available with (PDI) GMC Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps, LED signature lighting

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Sierra TurboMaxTM engines, 3.0L & 6.0L Duramax[®]; Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Sierra TurboMaxTM engines, 3.0L & 6.0L Duramax[®]; Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2025 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro ( Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
TC10903	2025 GMC Sierra 1500 2WD Reg Cab 140" Pro	\$38,500.00
COLORS		
CODE	DESCRIPTION	
GAZ	Summit White	
BODY CODE		
CODE	DESCRIPTION	MSRP
E63	Pickup bed (STD)	\$0.00
EMISSIONS		
CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00
ENGINE		
CODE	DESCRIPTION	MSRP
L3B	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Not available with (VYU) Snow Plow Prep Package, (X31) X31 Off-Road Package, (ZW9) pickup bed delete or (KC4) external engine oil cooler.) (STD) *GROSS*	\$0.00
TRANSMISSION		
CODE	DESCRIPTION	MSRP
MFC	Transmission, 8-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Standard and only available with (L3B) TurboMax engine.) (STD)	\$0.00
AXLE		
CODE	DESCRIPTION	MSRP
GU6	Rear axle, 3.42 ratio (Included and only available with (L3B) TurboMax engine.)	\$0.00
PREFERRED EQUIPMENT GROUP		
CODE	DESCRIPTION	MSRP
1SA	Pro Preferred Equipment Group includes standard equipment	\$0.00

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Vehicle: [Fleet] 2025 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro (Complete)

WHEELS		
CODE	DESCRIPTION	MSRP
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)	\$0.00
TIRES		
CODE	DESCRIPTION	MSRP
QBN	Tires, 255/70R17 all-season, blackwall (STD)	\$0.00
SPARE TIRE		
CODE	DESCRIPTION	MSRP
QBR	Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)	\$0.00
PAINT		
CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00
SEAT TYPE		
CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00
SEAT TRIM		
CODE	DESCRIPTION	MSRP
H2G	Jet Black, Vinyl seat trim	\$0.00
RADIO		
CODE	DESCRIPTION	MSRP
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones (STD)	\$0.00
OPTION DISCOUNT		
CODE	DESCRIPTION	MSRP
—	Option/package discount (Requires (L3B) TurboMax Engine or (PEB) Pro Value Package.) *DISCOUNT*	(\$1,850.00)

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Vehicle: [Fleet] 2025 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro (Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
PCI	Convenience Package includes (QT5) EZ Lift power lock and release tailgate, (AKO) tinted glass, (UF2) LED cargo bed lighting and (C49) rear-window defogger. (Not available with (ZLQ) Fleet Convenience Package. Included with (PEB) Pro Value Package. Available to upgrade to (DPO) outside power-adjustable vertical trailering mirrors.)	Inc.
PEB	Pro Value Package includes (PCI) Convenience Package and (Z82) Trailering Package (Not available with (ZW9) pickup bed delete or (ZLQ) Fleet Convenience Package. Required with (WBP) Graphite Edition.) *GROSS*	\$1,095.00
Z82	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Requires (G80) auto-locking rear differential with (L84) 5.3L EcoTec3 V8 engine. Not available with (ZW9) pickup bed delete. Included with (PEB) Pro Value Package.)	Inc.

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
G80	Auto-locking rear differential (Retail orders required with (L84) 5.3L EcoTec3 V8 engine or included with (X31) X31 Off-Road Package. Fleet or Government orders are included with (X31) X31 Off-Road Package.)	\$395.00
JL1	Trailer brake controller, integrated (Requires (Z82) Trailering Package. Regular Cab models require (PCI) Convenience Package, (PEB) Pro Value Package or (ZLQ) Fleet Convenience Package. Not available with (ZW9) pickup bed delete.)	\$275.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
AKO	Glass, deep-tinted (Retail orders are included and only available with (PCI) Convenience Package. Fleet or Government orders are included with (PCI) Convenience Package.)	Inc.
CGN	Bedliner, Spray-on Pickup bedliner with GMC logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Not available with (ZW9) pickup bed delete. PRO trim will not have the GMC logo. Double Cab and Crew Cab models are available with Ship Thru codes (VCO), (VDT), (VYC) or (VYS). Crew Cab and Regular Cab models are available with Ship Thru codes (A6T), (TW3), (VI1), (VKZ) or (WEZ).)	\$545.00
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release, includes hitch area light (Retail orders are included and only available with (PCI) Convenience Package or (QK2) GMC MultiPro Tailgate. Fleet or Government orders are included with (PCI) Convenience Package or (QK2) GMC MultiPro Tailgate. Included with (ZLQ) Fleet Convenience Package when (H0U) Jet Black interior trim is ordered.)	Inc.
UF2	LED Cargo Area Lighting located in cargo bed activated with switch on center switch bank or key fob (Included with (PCI) Convenience Package. Not available with (ZW9) pickup bed delete.)	Inc.

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Vehicle: [Fleet] 2025 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro ( Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
8S3	Back-up alarm, 97 decibels (Not available with SEO (SFW) Back-up alarm calibration.)	\$138.00
9L7	Upfitter switch kit (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	\$150.00
C49	Defogger, rear-window electric (Retail Orders are included and only available with (PCI) Convenience Package. Fleet or Government Orders are included with (PCI) Convenience Package.)	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
CTT	Hitch Guidance (Included and only available with (Z82) Trailering Package.)	Inc.

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
Delivery	Delivery from Menomonee Falls to Green Bay	\$160.00
Options Total		\$908.00

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Vehicle: [Fleet] 2025 GMC Sierra 1500 (TC10903) 2WD Reg Cab 140" Pro ( Complete)

Price Summary

PRICE SUMMARY		MSRP
	Base Price	\$38,500.00
	Total Options	\$908.00
	Vehicle Subtotal	\$39,408.00
	Destination Charge	\$1,995.00
	Grand Total	\$41,403.00

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Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 18, 2025

PREPARED BY

AGENDA ITEM # Q.8

To approve the purchase of a 2025 brush chipper from Vermeer Wisconsin for a total cost of \$103,208.90.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Forestry Chipper Quote 00587-KB 02-12-25



Vermeer
Wisconsin

5915 N. Richmond Street
Appleton, WI 54913
(920) 687-9988
kbarnes@vermeerwisconsin.com

2/12/2025

Quote #: 00587-KB

Account Number: 18901

Sourcewell Contract #031721-VRM

Bill To:

City of Green Bay Parks
919 Crocker Street
Green Bay, WI 54303

Ship To:

City of Green Bay Parks
919 Crocker Street
Green Bay, WI 54303

1 - BC1800XL

\$104,946.40

NEW 2025

- 19" CAPACITY DRUM STYLE BRUSH CHIPPER
- 173HP JOHN DEERE T4F/STAGE V TURBOCHARGED DIESEL ENGINE
- HIGH COOLANT TEMPERATURE AND LOW OIL PRESSURE AUTOMATIC SHUTDOWN
- SPRING LOADED CLUTCH• LIVE HYDRAULICS
- VARIABLE SPEED" DUAL VERTICAL FEED ROLLERS
- SELECTABLE SMARTFEED• PINTLE HITCH
- LOCKABLE BATTERY BOX, CONTROL PANEL, ENGINE DOORS & TOOLBOX
- INFEED CURTAIN• DUAL-EDGED KNIVES• SELECTABLE ECOIDLE
- RIGHT SIDE MANUAL DISCHARGE/CHIP CHUTE
- MANUALLY OPERATED DISCHARGE/CHIP CHUTE ROTATION AND DEFLECTOR
- 10,000 LB. AXLE WITH TORSION SUSPENSION AND ELECTRIC BRAKES
- 9,600 GVWR
- TELESCOPING TONGUE• 235/75R 17.5 RADIAL TIRES
- HEAVY DUTY MANUAL JACK • LED LIGHTS
- 1 YEAR/1,000 HOUR PARTS AND LABOR STANDARD VERMEER LIMITED WARRANTY
- Wheel Assembly
- 7 Pin RV Plug

1 - VERMEER LOYAL CUSTOMER DISCOUNT

(\$1,737.45)

Machine

\$103,208.95

Total Due

\$103,208.9

PRICING VALID FOR 14 DAYS FROM THE DATE OF THE QUOTE.

Accepted by:

Date:

Title:

Sincerely,
Kory Barnes
Sales Representative
(920) 360-5581
kbarnes@vermeerwisconsin.com



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 18, 2025

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

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

- a. Public Records Specialist
- b. Parks Maintenance Worker
- c. Housing Inspector
- d. Human Resources Assistant

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

- 1. Personnel Committee Request to Fill Memo
- 2. Public Records Specialist - Jessica Stein
- 3. POSITION FILL REQUEST PMW 3-5-2025 COREY WALBRUN
- 4. Housing Inspector - T Meves-request to fill
- 5. Request to Fill - HR Assistant 03-2025

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: March 11, 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.

- Public Records Specialist – Replacement position due to the resignation of Jessica Stein effective April 2, 2025. This position is budgeted at \$24.05 to \$26.72 annually (Pay Grade E).
- Parks Maintenance Worker – Replacement position due to the end of employment of Corey Walbrun effective February 26, 2025. This position is budgeted at \$25.43 - \$29.06 per hour (Pay Grade F).
- Housing Inspector – Replacement position with over-hire due to the retirement of Tim Meves effective April 30, 2025. This position is budgeted at \$30.01 - \$35.30 per hour (Pay Grade H).
- Human Resources Assistant – Replacement position due to the resignation of Crystal Swanson effective March 7, 2025. This position is budgeted at \$24.05 - \$26.72 per hour (Pay Grade E).

Position Fill Request
Justification Report
March 6, 2025

Position Title: Public Records Specialist

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 Jessica Stein who is resigning effective April 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 included in the current budget at Pay Grade E (\$24.05 - \$26.72).
3. Please list the functions and any special information regarding this position.
Public Records Specialists work in conjunction with the Office Manager and City Attorney's Office to ensure compliance with open records policies by reviewing records and applying redactions to exempt information to both written documents and multimedia using redaction applications and software. Reviews and releases records in accordance with department policies and state and federal laws.
4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.
Generates revenue through collection of fees when applicable.
5. Please explain why current staff is unable to absorb duties of this position.
There is currently one other Public Records Specialist and the workload demands are very high. There are approximately 100 requests pending in the queue with a responsive time frame of 12-15 weeks.
6. If duties of position are presently being done, how are they done?
One other Public Records Specialist is currently working full time, including overtime. The Office Manager is processing open records requests 80-90 percent of her time, along with a Records Clerk (working out of class part time) for the workload requirements.
7. What service would be reduced or eliminated if this position is not filled?
Open records requests.
8. What are the alternative methods and costs of accomplishing the work?
I am not aware of alternative methods.
9. Are there union issues?
No
10. Other supporting comments.
Per Wisconsin Open Records Law we have a duty to respond to open record requests as soon as practicable and without delay.

**Position Fill Request
Justification Report
05 March 2025**

Position Title: Park Maintenance Worker

- 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 the result of the end of employment of Corey Walbrun, 26 February 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 budgeted. The wage range is \$25.43 - \$29.06 (Pay Grade F)

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

The Park Maintenance Worker is a generalist position responsible for maintaining all facets of the year-round park operations. Parks and the related facilities are used daily from sun-up to 10:30 p.m. throughout the year. Therefore, we need to ensure that they are clean, safe, and functional at all times for our patrons.

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

No.

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

Over the years, we have added more parkland and facilities, however we have not added additional staff. We are also responsible for maintaining a four-diamond Little League complex, a six-field soccer complex, more trails, more parklands, and the City Deck.

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

When vacancies occur in this classification, we are unable to meet all of the maintenance needs of our parks and facilities. As positions become vacant, we prioritize and reprioritize our daily work. The effect is that many of the services that we provide to the public are being performed less frequently.

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

The overall service would be reduced. We have tried to lessen the obvious impact by reprioritization.

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

Contracting for various maintenance services would need to be explored. Costs would be dependent on the service contracted. The Park Maintenance Worker performs a wide range of services during a calendar year, therefore making it difficult to replace a single position by contracting.

9. Are there union issues?

No.

10. Other supporting comments.

Since 2001, the Parks Division has been responsible for maintaining the following added facilities: SK8 Park; Leicht Memorial Festival Park; Resch Aquatic Center; four new buildings; nine splash pads; more parkland at Farlin Park, Beach Lane, Navarino Park, V.T. Pride Park, Eastman Park, several parcels along the Baird Creek Greenway, 16 acres of turf at Bay Beach Park, a new boarded hockey rink, a four ball diamond softball complex, a six-field soccer complex, the City Deck, The Shipyard District, as well as several miles of trails.

We have assumed the work at the additional facilities while seeing a reduction in staff of 6 Park Maintenance Workers and 12 fewer seasonal positions since 2006. With future maintenance responsibilities sure to come to include but not limited to the Shipyard Development, snow making at Triangle Hill, and added parks properties, we will fall further behind in our efforts to provide the most basic of services if we do not maintain our staffing levels accordingly.

**Position Fill Request
Justification Report
February 26, 2025**

Position Title: Housing Inspector

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

 X Replacement Position Not a Replacement Position

Tim Meves will retire on April 30, 2025.

An over hire is requested for the new hire to receive vital on the job training directly from the long-time inspector who will be retiring. This sharing of institutional and positional knowledge would be tremendously beneficial to the success and training of the new hire. The over hire cost will be covered by salary savings from vacant positions in Community & Economic Development. The impact, depending on the time of transfer or hire, may only be a 6-7 week overlap.

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

Yes, this position is included in the current budget at Pay Grade H (\$30.01 – \$35.30/hour).

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

Housing Inspectors are responsible for the education and enforcement of municipal code to ensure the safety, health and welfare of the community. They follow up on complaints from the community regarding those issues. They are required to explain and interpret code provisions and zoning requirements to contractors, other City departments, and the general public.

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

Yes, their work results in permits being required and obtained. Housing Inspectors are also responsible for enforcement of codes which might include issuing re-inspection fees as well as municipal citations.

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

Inspection time will be delayed by over 30%. Current staff is already beyond capacity. Asking them to do more means their own and same work would not get done.

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

By other Housing Inspectors.

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

The City would not be capable of providing efficient Housing and Zoning inspections which would put at risk the safety, health and welfare of the community. It will also reduce the level of customer service.

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

There are none. Current staff is already beyond capacity. Asking them to do more means their own and same work would not get done.

9. Are there union issues?

No.

10. Other supporting comments.

Filling this position is essential in maintaining the safety, health and welfare of the community.

**Position Fill Request
Justification Report
March 10, 2025**

Position Title: Human Resources Assistant

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

Crystal Swanson resigned effective March 7, 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.**

This position is currently budgeted at pay grade E in the City Pay Plan. Salary range is \$24.05 per hour - \$26.72 per hour.

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

In addition to serving as the Human Resources' department front desk point of contact, this position provides administrative support to the Risk and HR divisions of the Human Resources department with responsibility for the following functions:

Human Resources: Coordinates recruitment processes including internal job notice postings, prepares and places advertisements and researches recruiting sources. Coordinates interviews and conducts background checks. Maintains files.

Serves as the administrator of the City's on-line application program, which includes assisting candidates with inquiries and troubleshooting program problems. Coordinates program updates and/or interfaces with the Information Services Department and Payroll; provides staff and department managers with program updates and training. Develops and prepares various reports and updates the Human Resources' web page as needed.

Schedules employee training as needed. Assists with new employee benefit orientation and open enrollment. Responds to benefit questions.

Risk: Processes worker's compensation claims, develops reports and answers employee claims questions. Assists with annual renewals of worker's compensation and all casualty insurances.

Maintains records and ensures documentation of damage to City-owned vehicles, property and contractor's equipment. Submits claims.

Maintains record of City-owned licensed vehicles and City-owned property. Ensures that certificates of insurance are received and that they are in compliance with City ordinance or contract.

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

No.

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

It is not feasible for other staff members to absorb the duties of this position due to the workload of staff. Currently, our HR Generalists are spending the majority of their time recruiting to fill 55 vacancies. The HR Assistant plays a large role by providing recruitment support to the Generalists. This position also assists our Benefit Specialist with responding to employee inquiries regarding benefits and plays a key role in supporting benefit enrollment of new hires and the very busy open enrollment process each year.

The Assistant is responsible for assisting the Safety Manager with the administration of several programs including worker's compensation, property insurance and city vehicle title and registration. The Safety Manager cannot absorb the duties of the HR Assistant.

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

There are several HR/Risk staff members that are picking up the workload temporarily until the position is filled. A temporary employee may be needed to assist during the transition period.

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

The ability to fill positions in a timely manner, respond to applicants' inquiries and troubleshoot program problems. If the HR Assistant position is not filled, it will be difficult to effectively and efficiently coordinate the numerous recruitment processes, process new hires and enter the necessary information into the payroll system in a timely manner.

In addition, it will be very difficult to keep up with the processing of worker's compensation claims, maintaining records of damaged City property, and vehicles and ensuring the timely submittal of claims to the insurance carriers.

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

Hiring temporary personnel or interns to ensure that the work is completed in a timely manner. However, training will become a regular occurrence and lack of continuity may become an issue as those employees find permanent jobs. The result is much less efficient service.

9. **Are there union issues?**

This is a non-union position.

Detail Summary of Projects Issued

2/1/2025 to 2/28/2025

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
119430	2509 IRONWOOD DR..6H-2448	ANDREW & AMBER SMITH		\$1,661.90	\$505,000.00	Pending
	[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME W/ ATTACHED GARAGE					
119482	425 COLUMBIA AV..5-309	ELITE ESTATES LLC		\$455.51	\$90,000.00	Pending
	[1-101 - Residential - New - Single Family House] EC PRE-CON MEETING NOT REQUIRED					
119063	1357 ST. CLAIR ST..14-42	MIGUEL & ARMANDO MENDOZA, ETAL		\$150.00	\$18,856.72	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House]					
119130	1318 12th AV..1-326	DAVID R & ANGELA M ENGELS		\$100.00	\$15,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL- REPLACE WALL PANELING AND INSULATION, FLOOR, CABINETS					
119170	1741 GROSS AV..1-2387	P&L VENTURES LLC		\$466.24	\$13,500.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR REMODEL - FIX STAIRCASE TO CODE, FRAME WALL IN BASEMENT, FRAME 2ND FLOOR BATH, AND FRAME BEDROOMS UPSTAIRS					
119198	814 HOWARD ST..3-155	LAPIS PROPERTIES LLC		\$205.00	\$30,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] ADD 2ND FLOOR BATHROOM					
119369	527 S ASHLAND AV..2-279	LAPIS PROPERTIES LLC		\$175.00	\$25,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House]					
119373	839-841 NEUFELD ST..6-157-H	PETER & SAMUEL VOSS		\$255.00	\$80,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House]					
119394	1136 SHADOW LN..1-2295	JARED D & ANA L OLSEN		\$255.00	\$38,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House]					
119401	1513 SPENCE ST..1-2615	PAULA J & RICHARD M CORTI		\$340.12	\$62,500.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] FINISH BASEMENT, REPLACE KITCHEN CABINETRY					
119411	3554 HIGHLAND CENTER DR..21-5799	NICKI & JONATHAN B & MARIANNE PIGEON		\$50.00	\$6,500.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House]					
119413	3384 SITKA ST..21-7669	MATTHEW & CARA NEWMAN		\$283.00	\$90,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House]					
119418	215 OXFORD AV..5-498	BLUE BADGER HOLDINGS LLC		\$150.00	\$15,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR UPDATES					
	Approved Plan not required for this project					
119426	1704 W MASON ST..6-184	1704 W MASON STREET LLC		\$327.61	\$30,000.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR REMODEL - UNIT B					
119431	3354 EDINBURGH RD..22-1579	SHEILA D KOPLITZ, ETAL		\$150.00	\$60,921.00	Pending
	[2-434 - Residential - Alteration - 1 -2 Family House]					
119432	1135 OREGON ST..5-697-2	SCOTT PIGEON		\$50.00	\$6,500.00	Pending

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

119443	1103 S ROOSEVELT ST..17-243-A	SCHAEFER LLOYD G REVOCABLE TRUST	\$100.00	\$12,576.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

119493	1418 CHICAGO ST..17-826	MB HOMES LLC	\$150.00	\$30,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

119503	525 ANTELOPE TR..6H-3993	TIMOTHY A & KATHY A A HINKFUSS	\$125.00	\$1,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR ALTERATIONS

119504	1591 AMY ST..8-655	KYLE A IVES REVOCABLE TRUST	\$200.00	\$20,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] *Related to P#118926 & Case#138161*

119514	2271 RED OAK DR..6H-1605	PATRICK D HENNESSY	\$205.00	\$3,500.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

119517	2609 INDIAN HILL DR..6H-2544	DONNA R & RODNEY F HAINES	\$282.14	\$120,000.00	Pending
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[2-434 - Residential - Addition - Single Family House]

119519	1039 DEVONWOOD DR..6-2605	ELIZABETH K COHORST	\$205.00	\$2,700.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT BEDROOM AND EGRESS WINDOW

119520	1114 SHADOW LN..1-2299	SIMPLY STAY LLC	\$155.00	\$19,500.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR ALTERATIONS

119525	1167 SHADOW LN..1-2228	GB PACKER HOUSE LLC	\$255.00	\$30,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] ADD BATHROOMS, EGRESS WINDOW INCREASE BASEMENT CEILING HEIGHT

119526	2791 NEWBERRY AV..21-4449	MARY & ANTHONY HOCK	\$100.00	\$2,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] ADDING DRY WALL TO BASEMENT WALLS FOR BETTER USE

119528	816 HEYRMAN ST..21-1334-4-9	LINDA S COLE	\$100.00	\$19,000.00	Closed
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[2-434 - Residential - Alteration - 1 -2 Family House]

119541	2638 RED FERN LN..6H-3392	DARLA J & WILLIAM M CASSIDY	\$231.00	\$38,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

119545	2849 SUSSEX RD..22-1915	LEE D SCHUCHART	\$260.00	\$83,406.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

119549	829 SHAWANO AV..3-125	TYLER J MITCHELL	\$150.00	\$10,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] Install concrete footings, concrete slab, and install new interior stairs

DOUBLE FEE FOR UNPERMITTED WORK

119574	1328 REED ST..5-663-A-2	ADAM LECLAIR	\$100.00	\$2,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

119580	1610 S ONEIDA ST..1-2316	CARVER INVESTMENTS LLC	\$175.00	\$75,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR REMODEL, MOVE GARAGE SERVICE DOOR
CASE# 137991

119583	819 HARRISON ST..18-648	CHANCE PROPERTIES LLC	\$465.04	\$7,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL BATHROOM & PARTIAL BASEMENT FINISH, REMOVE OLD PLASTER AND INSTALL NEW DRYWALL

Double fee for unpermitted work

119619	1540 LANGLADE AV..6-1300	CAROLINE E & DOROTHY M RASMUSSEN	\$225.00	\$26,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

119622	2581 PARKWOOD DR..6H-3419-1	JORDAN SMITH	\$50.00	\$5,800.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

119629	1730 S RIDGE RD..6-306-B	STEVE & AMY VANSTRATEN	\$595.74	\$15,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR RENOVATIONS
CASE# 138245

Double fee for unpermitted work

118998	418 FOURTH ST..2-1433	NEIGHBORWORKS GREEN BAY	\$1,012.13	\$256,142.00	Pending
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[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)] New Single Family, Zero Lot Line Home (Multi Unit UDC)

118999	422 FOURTH ST..2-1432	NEIGHBORWORKS GREEN BAY	\$1,012.13	\$256,142.00	Pending
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[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)] New Single Family, Zero Lot Line Home (Multi Unit UDC)

119507	907 RICKY DR..21-8572	GREATER GREEN BAY HABITAT FOR HUMANITY INC	\$693.00	\$220,000.00	Pending
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[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)]

119508	911 RICKY DR..21-8573	GREATER GREEN BAY HABITAT FOR HUMANITY INC	\$693.00	\$220,000.00	Pending
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[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)]

119509	915 RICKY DR..21-8574	GREATER GREEN BAY HABITAT FOR HUMANITY INC	\$693.00	\$220,000.00	Pending
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[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)]

119510	919 RICKY DR..21-8575	GREATER GREEN BAY HABITAT FOR HUMANITY INC	\$693.00	\$220,000.00	Pending
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[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)]

119511	921 RICKY DR..21-8576	GREATER GREEN BAY HABITAT FOR HUMANITY INC	\$693.00	\$220,000.00	Pending
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[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)]

119513	903 RICKY DR..21-8571	GREATER GREEN BAY HABITAT FOR HUMANITY INC	\$693.00	\$220,000.00	Pending
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[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)]

118702	1505 9th ST..6-1274	SEQUOIA CHEYENNE EMERSON	\$100.00	\$6,900.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] FRONT PORCH

119433	722 EMILIE ST..16-192	SHANE A TODT REVOCABLE TRUST OF 2023	\$50.00	\$20,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

119506	974 ELMORE ST..5-1291	JAMES M PHILLIPS	\$150.00	\$350.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] NEW FRONT PORCH

Porch built unpermitted and non code compliant. Was not able to provide a plan. Consultation required when weather improves to determine needs for code compliance

CASE#119506

119515	1016 HOWARD ST..3-279	TODD M MUELLER, ETAL	\$150.00	\$1,500.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] FRONT PORCH REPAIRS, SILL PLATE AND RIM JOIST REPAIRS.

119548	1215 CROOKS ST..14-1336	PHILLIP P SOUNG, ETAL	\$75.00	\$5,064.75	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

119551	848 HOWARD ST..3-949	QUINN LYNN PROPERTIES LLC	\$75.00	\$6,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

119618	3057 BETH DR..21-7458	CINDY M BOZACKI	\$100.00	\$1.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] NEW DECK IN REAR YARD

119427	2610 SUMAC PL..6H-2286	JORDAN CONRADT	\$200.00	\$46,730.00	Pending
[9-645 - Raze - Building or Structure (Residential)] RAZE DWELLING					
119435	1299 SYRINGA BLVD..18-724	WISCONSIN DELLS RIVER CABINS LLC	\$50.00	\$1.00	Pending
[9-649 - Demolition - Interior (Residential)] DEMO INTERIOR IN PREPERATION FOR FUTURE REMODEL					
119562	831 S BAIRD ST..17-754-A	BENJAMIN J & PAMELA J OSTERBERG	\$240.00	\$7,500.00	Pending
[9-649 - Demolition - Interior (Residential)]					
112332	2332 BAY BEACH CT..21-4759	MICKELL HARRIS	\$50.00	\$13,695.20	Closed
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
118521	333 MOON VALLEY DRIVE ..21-57-4	JOHN E BEGALKE	\$50.00	\$20,700.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] CASE# 137398 -PER ERIK NOTE- Owner providing Logan better plan on or before 11/8					
119434	1705 SPENCE ST..1-2455	PATRICK & EMILY SMITS	\$50.00	\$16,000.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REINFORCEMENT					
119476	3362 CELINE WY..21-7723	DANIEL P & KATHRYN C COLLINS	\$50.00	\$4,900.00	Pending
[11-1 - Fence (Residential)] Wood picket-style fence built >6 inches from lot lines, terminating at the house. to contain pet					
119479	1105 CRAWFORD ST..6-2595	JOHN L LAVIOLETTE	\$50.00	\$1,500.00	Pending
[11-1 - Fence (Residential)] 6 FOOT WOOD PRIVACY FENCE					
119534	2645 SHERRY LN..21-3830	ROBERT L & JOANN L GERSTNER	\$50.00	\$3,480.75	Pending
[11-1 - Fence (Residential)] REPLACE WOOD FENCE W/VINYL					
119550	1544 SMITH ST..19-693	CYNTHIA A BOGDANSKI	\$50.00	\$2,500.00	Closed
[11-1 - Fence (Residential)] Fence replacement					
119555	328 OAK ST..3-712	FABIAN LOPEZ	\$50.00	\$500.00	Pending
[11-1 - Fence (Residential)] 6 FOOT WOOD PRIVACY FENCE					
119584	2221 KENTUCKY AV..21-942	MATTHEW THOMPSON	\$50.00	\$10,786.00	Pending
[11-1 - Fence (Residential)] Replace existing wooden pool fence with new 4 foot high black 3 rail flush top and bottom ornamental aluminum fencing. Fence is in same location as existing fence.					
119586	524 ROLLING GREEN DR..6H-2660	GARY KITTEL	\$50.00	\$13,550.00	Pending
[11-1 - Garage/Carport/Shed (residential)] Build 12'x20' Yard Shed/Placed in Backyard					
119594	1282 THOMAS ST..18-1070	HECTOR FRAYRE, ETAL	\$50.00	\$2,200.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION - Adding 8 foot driveway cement to the west and to include a 5 foot taper to meet driveway . Adding a 2 foot cement to the east and to meet with driveway length.					
119608	815 MEACHAM ST..2-1279	MARY & RUSSELL PUYLEART	\$50.00	\$1,400.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
119636	228 CLEVELAND ST..3-1167	KRISTINA A & ERIC G BURNS	\$50.00	\$14,327.00	Pending
[11-1 - Fence (Residential)] 6 FOOT VINYL PRIVACY FENCE					
119653	897 9th ST..1-1553-A	MICHAEL A HOSTETTLER	\$50.00	\$2,000.00	Pending
[11-1 - Fence (Residential)]					
119472	1904 BASTEN ST..21-1217-9	LIVING ZEN LLC	\$70.00	\$3,000.00	Pending
[30-434 - Commercial - Alteration - Multi-Family of 3 or more units]					
118845	1675 E MASON ST..21-1292-1	TERRI & FRANK J HANOLD	\$290.00	\$24,000.00	Pending

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

119136	1726 SHAWANO AV..6-235-A	SAINT MARYS HOSPITAL MEDICAL CENTER OF G B INC	\$760.00	\$626,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

119372	813 S BROADWAY..2-215	MJELDE2 LLC	\$330.00	\$45,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

119381	501 EASTMAN AV..20-123	PROCTER & GAMBLE PAPER PRODUCTS CO	\$311.26	\$10,000,000.00	Pending
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[31-437 - Commercial - Addition - Non-Residence, Non-housekeeping]

119436	321 HIGHLAND PARK AV..21-1218-3	PARKWAY LANDINGS ESSENTIAL HOUSING LLC	\$70.00	\$4,515.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

119455	340 N BROADWAY , SUITE 130..5-1760	DDL HOLDINGS LLC	\$430.00	\$10,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

119486	835 S VAN BUREN ST..16-293	SAINT VINCENT HOSPITAL ETAL	\$1,413.40	\$1,089,332.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

119597	1860 SHAWANO AV..6-263-1	ST VINCENT HOSPITAL OF THE HOSPITAL SISTERS ...	\$240.00	\$3,477.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] PREVEA HEALTH

117924	3855 FINGER RD..21-24	GREEN BAY CITY OF	\$27,057.75	\$21,400,000.00	Pending
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[33-320 - Commercial - New - Industrial Buildings (factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)] EC
APPROVED 9/12/24
\$25000 SWB
NO INSPECTIONS UNTIL SWB IS PAID (PRECON)2/11
Stormwater Fee - MCM

118839	1300 N VAN BUREN ST..20-142	WISCONSIN PUBLIC SERVICE CORP	\$220.61	\$10,000.00	Pending
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[34-1 - Site (Erosion control, Fill, Excavation)(Commercial)] EC APPROVED 12/10/24

119385	1424 ADMIRAL CT..6-142	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$70.00	\$40,000.00	Pending
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[34-1 - Cell Tower - Alteration to Existing (Commercial)]

119424	605 BELLEVUE ST..21-1913-1	JASON CHARLES	\$140.00	\$15,000.00	Pending
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[34-649 - Raze- Building or Structure (Commercial)]

119441	1255 EINSTEIN WAY..21-182	AMERICAN FLEXPACK PROPERTIES LLC	\$70.00	\$4,800.00	Pending
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[34-1 - Temporary Office/Trailer/Event (Commercial)]

119444	1866 ST. AGNES DR..6-2969	LOMBARDI RIDGE PARTNERS LLC	\$140.00	\$45,000.00	Pending
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[34-1 - Cell Tower - Alteration to Existing (Commercial)]

119452	1165 E WALNUT ST..14-1509	BROWN COUNTY UNITED WAY INC	\$310.00	\$49,972.00	Pending
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[34-1 - Z - Misc Project Not Listed (Commercial)]

119458	1184 WESTERN AV..3-1218	WESTERN TRAILS APARTMENTS LLC	\$70.00	\$12,200.00	Pending
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[34-1 - Window, Door - Replacement (Commercial)]

119465	1308 S MILITARY AV..6-209-B	RSD ENTERPRISES LLC	\$360.00	\$75,000.00	Pending
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[34-1 - Z - Misc Project Not Listed (Commercial)] Sent to EC 2/5/25

119477	1490 CAPITOL DR..6-2647 [34-1 - Window, Door - Replacement (Commercial)]	BARBARA S & THOMAS C KUEHN	\$70.00	\$51,585.00	Pending
119488	990 TONY CANADEO RUN ..1-1841-C [34-1 - Z - Misc Project Not Listed (Commercial)]	F F LLC	\$140.00	\$450,000.00	Pending
119512	420 DOTY ST..13-127 [34-1 - Siding (Commercial)]	ADL HOLDINGS LLC	\$140.00	\$75,000.00	Pending
119529	1016 TONY CANADEO RUN ..1-1841-C [34-1 - Window, Door - Replacement (Commercial)]	F F LLC	\$70.00	\$14,029.00	Pending
119539	990 TONY CANADEO RUN ..1-1841-C [34-1 - Temporary Office/Trailer/Event (Commercial)] set up 4/16/25	F F LLC	\$70.00	\$44,000.00	Pending
119567	1035 KEPLER DR..21-145-5 [34-1 - Temporary Office/Trailer/Event (Commercial)]	BAYCARE HEALTH SYSTEMS LLC	\$70.00	\$2,400.00	Pending
119579	411 N MONROE AV..11-66 [34-1 - Cell Tower - Alteration to Existing (Commercial)]	MP APARTMENTS LLC	\$70.00	\$45,000.00	Pending
119596	1525 UNIVERSITY AV..19-586 [34-1 - Roofing (Commercial)]	SUMMIT CREDIT UNION	\$140.00	\$36,000.00	Closed
119605	241 N BROADWAY..4-67 [34-1 - Siding (Commercial)]	PLATTEN PLACE LLC	\$70.00	\$100,000.00	Pending
119631	2118 IMPERIAL LN..21-3359 [34-1 - Siding (Commercial)]	ARKAD PROPERTIES LLC	\$70.00	\$21,000.00	Pending
119118	3373 PAULA ST..22-2179 [40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]	BRYAN T & KRISTIN N K NUTTER	\$100.00	\$2,706.26	Pending
119154	953 LANGLADE AV..1-1430-A [40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]	MARY ANN RICKERT	\$50.00	\$5,000.00	Closed
119365	1022 ERNST DR..6-761 [40-61 - Solar Panels - Electric] ROOF TOP SOLAR SYSTEM	MATTILA MATTHEW C TRUST	\$125.00	\$16,300.00	Pending
119425	2050 WHITE OAK TERR..6H-2108 [40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]	ERICA LYNN WINNEN	\$494.50	\$176.00	Pending
119429	1610 S ONEIDA ST..1-2316 [40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]	CARVER INVESTMENTS LLC	\$50.00	\$2,110.00	Closed
119445	1273 BOND ST..5-1721 [40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]	KEVIN P & LAURIE A LINDNER REVOCABLE TRUST	\$50.00	\$3,500.00	Withdrawn
119448	1176 DOUSMAN ST..5-860 [40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] REMODEL BATHROOM	PATRICK A MORROW	\$100.00	\$1,000.00	Pending
119468	1215 S ONEIDA ST..1-1898 [40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] CASE# 138154	STAY & PAY PROPERTIES LLC	\$50.00	\$500.00	Closed
119505	1522 SHAWANO AV..6-239	RYAN VU	\$50.00	\$750.00	Pending

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

119557	1835 S RIDGE RD..1-1423	KUEHN RIDGE HOLDINGS LLC	\$70.00	\$1.00	Closed
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[40-50 - Electrical Service - Temporary (Commercial)]

119558	1022 ERNST DR..6-761	MATTILA MATTHEW C TRUST	\$50.00	\$3,000.00	Pending
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

119559	2801 DOE TRAIL..6H-2459	JOHN L & JERI L BREUNINGER	\$70.00	\$2,000.00	Closed
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[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] INSTALL OH POWER SUPPLY 30AMP 120/240 SINGLE PHASE 3 WIRE FOR CHARTER COMMUNICATIONS

119560	426 SARATOGA ST..6-1863-18	COREY J WILLEMS	\$50.00	\$5,400.00	Pending
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

119571	607 N MAPLE AV..5-1020	JASON L MILLS	\$50.00	\$1,000.00	Closed
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

119572	2669 WILDFLOWER ROW..21-6921	MARLENA L PITSCH	\$50.00	\$1,297.00	Pending
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

119573	1021 REED ST..3-1105-A	JOEL & KATLYN CREVIER	\$50.00	\$5,250.00	Pending
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

119578	2043 FARLIN AV..21-2156-2	BRENDA L GROH, ETAL	\$50.00	\$1,377.00	Pending
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

119601	819 CORA ST..3-426	MCCLONE INVESTMENTS LLC	\$50.00	\$300.00	Pending
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

119602	1139 CHICAGO ST..14-1053	MARIA CARY-MONTOURE	\$100.00	\$12,000.00	Pending
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

119632	1731 MORROW ST..21-1202-2	AMERICOLD REAL ESTATE LP	\$140.00	\$31,000.00	Pending
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[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] PERFORM MAINTENANCE ON SERVICE 1,3, AND 4 PHASE LOSS PROTECTION ON SERVICE 2,3, AND 4

119633	1341 WESTERN AV..3-1206-A	GREENFEATHER ELEVEN LLC	\$70.00	\$13,000.00	Pending
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[40-52 - Electrical Service - Change (Commercial)]

119634	1026 CHERRY ST..9-128	ROBERTO SANCHEZ ZEPEDA, ETAL	\$50.00	\$3,400.00	Pending
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] CASE# 138086

119408	2760 BROOKHAVEN CT..21-4964	THOMAS J & MARISELA KOENE	\$50.00	\$8,000.00	Closed
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[50-45 - Heating Unit Only (Residential)]

119409	311 BADER ST..21-2678-T-2	JESSICA A & SEAN C COLEMAN	\$50.00	\$8,000.00	Closed
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[50-45 - Heating Unit Only (Residential)]

119410	1438-1440 DANCING DUNES DR..6H-2865	JUDITH K FISHER	\$50.00	\$6,000.00	Pending
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[50-45 - Heating Unit Only (Residential)]

119420	1148 MARQUETTE AV..1-1488	PERRY J MATUSZAK	\$50.00	\$5,680.00	Closed
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[50-45 - Heating Unit Only (Residential)]

119428	614 W WALNUT ST..4-235	AHMED AWADALLAH	\$50.00	\$1,500.00	Pending
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[50-45 - Heating Unit Only (Residential)]

119437	568 BAIRD CREEK RD..21-1242-10 [50-45 - Heating Unit Only (Residential)]	WILLIAM J RECKA	\$50.00	\$3,116.00	Pending
119439	1776 LAKE LARGO DR..21-262-12 [50-45 - Heating Unit Only (Residential)]	WILLIAM J & JULIE A MAGOON	\$50.00	\$5,000.00	Pending
119440	800 CEDAR ST..10-8 [50-44 - Heating Unit Only (Commercial)]	HUS PROPERTIES LLC	\$140.00	\$8,700.00	Closed
119442	3518 HIGHLAND CENTER DR A..21-5550-5 [50-45 - Heating Unit Only (Residential)]	DAVID G & CORISSA G BECK	\$50.00	\$6,300.00	Pending
119451	816 N VAN BUREN ST..7-437 [50-45 - Heating Unit Only (Residential)]	JEP RENTALS LLC	\$50.00	\$6,570.00	Closed
119459	830 HEYRMAN ST..21-1334-4-11 [50-45 - Heating Unit Only (Residential)]	JANDRAIN RENTALS LLC	\$50.00	\$5,102.00	Pending
119460	1574 CHARLES ST..8-418 [50-45 - Heating Unit Only (Residential)]	ERIC J & JANELLE T JANDRAIN	\$50.00	\$5,277.00	Pending
119461	1021 APHRODITE RD..21-4523 [50-45 - Heating Unit Only (Residential)]	JEFFREY L & RONDA M BITNEY	\$50.00	\$15,105.00	Closed
119462	1620 10th AV..1-1341 [50-45 - Heating Unit Only (Residential)]	JOSEPH KOEBE	\$50.00	\$6,500.00	Pending
119463	3373 BUSHWOOD LN..21-7715 [50-43 - Heating and Air Conditioning Units (Residential)]	JANE F BERO SURVIVOR'S TRUST	\$50.00	\$14,137.00	Pending
119464	1011 MEACHAM ST..2-1242 [50-45 - Heating Unit Only (Residential)]	MARGARET J MUENCH	\$50.00	\$7,350.00	Closed
119467	1545 UNIVERSITY AV..19-50 [50-44 - Heating Unit Only (Commercial)]	MANNA FOR LIFE MINISTRIES INC	\$70.00	\$13,475.00	Pending
119470	1828 LAKE LARGO DR..21-262-5 [50-43 - Heating and Air Conditioning Units (Residential)]	MARY ELLEN VANEGEREN	\$50.00	\$14,000.00	Pending
119471	2058 HAROLD ST..21-1898-N-1 [50-45 - Heating Unit Only (Residential)]	JOE A BRITTNACHER	\$50.00	\$7,000.00	Pending
119480	215 ALLEN AV..21-88-3 [50-45 - Heating Unit Only (Residential)]	MICHAEL D & LINDA C TROYER	\$50.00	\$5,050.00	Closed
119481	332 BELLEVUE ST..8-819 [50-43 - Heating and Air Conditioning Units (Residential)]	MICHELE A & JAMES H KOEHLER	\$50.00	\$7,700.00	Pending
119496	1441 ADMIRAL CT..6-143 [50-44 - Heating Unit Only (Commercial)]	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,275.00	Pending
119497	1441 ADMIRAL CT..6-143 [50-44 - Heating Unit Only (Commercial)]	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,275.00	Pending
119501	1446 ADMIRAL CT..6-143	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,275.00	Pending

[50-44 - Heating Unit Only (Commercial)]

119502	1446 ADMIRAL CT..6-143	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,275.00	Pending
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[50-44 - Heating Unit Only (Commercial)]

119516	1235 ELM ST..8-239	CAROL SOWATZKI	\$50.00	\$5,400.00	Closed
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[50-45 - Heating Unit Only (Residential)]

119521	1615 SPENCE ST..1-2620	LYNDA M NOEL	\$50.00	\$13,500.00	Pending
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[50-45 - Heating Unit Only (Residential)]

119522	1612 10th AV..1-1339	PAUL M HELNORE	\$50.00	\$2,640.00	Closed
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[50-45 - Heating Unit Only (Residential)]

119523	3310 GERSHWIN DR..21-262-40	MAURICE F & LAUREN LAW	\$50.00	\$15,113.00	Pending
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[50-45 - Heating Unit Only (Residential)]

119527	2075 SOUTH POINT RD..6H-3364	LEONARD J BEEKMAN	\$50.00	\$11,000.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

119535	499 ALPINE DR..21-3463	NATHAN & REBECCA VANDERGRIFT	\$50.00	\$5,290.00	Closed
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[50-45 - Heating Unit Only (Residential)]

119542	850 KEPLER DR, Suite A ..21-7899	SAND DOLLAR HOSPITALITY	\$70.00	\$17,383.00	Pending
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[50-44 - Heating Unit Only (Commercial)]

119543	912 DOUSMAN ST..5-1193	BRADY L SMITS	\$50.00	\$9,750.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

119544	326 LAVERNE DR..21-3692	WILLIAM J LEIDEL, ETAL	\$50.00	\$5,400.00	Closed
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[50-45 - Heating Unit Only (Residential)]

119561	117 N ADAMS ST..12-116	RBN PROPERTIES LLC	\$70.00	\$6,000.00	Pending
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[50-4 - Repair/Alter Existing HVAC System (Commercial)]

119563	515 N PLATTEN ST..6-68-D	MYLA TING THOMPSON-EAGAN	\$50.00	\$7,222.00	Pending
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[50-45 - Heating Unit Only (Residential)]

119564	3463 YORKSHIRE DR..22-1588-97	ADAM J & HEATHER A KOPPAL	\$50.00	\$15,848.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

119565	1736 S RIDGE RD..6-306-E	DANIEL J & ANGELA WOLCANSKI	\$50.00	\$13,333.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

119566	2750 DANIEL CT..21-4991	JANET L & RANDALL L PETERSON	\$50.00	\$6,425.00	Closed
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[50-45 - Heating Unit Only (Residential)]

119568	2746 OLD COACH RD..21-4767	DAVID G & JANICE R NEUVILLE	\$50.00	\$4,700.00	Pending
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[50-45 - Heating Unit Only (Residential)]

119575	1404 SONATA CT..21-6093	MICHAEL J DEGRAND	\$50.00	\$8,200.00	Pending
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[50-45 - Heating Unit Only (Residential)]

119576	1031 DIVISION ST..5-1180	SCOTT M STEFFEN	\$50.00	\$10,000.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

119582	2835 OGDAN WOODS DR..6H-4027 [50-45 - Heating Unit Only (Residential)]	MALLORIE C & KYLE T HUTCHISON	\$50.00	\$7,200.00	Pending
119585	904 LIBERTY ST..1-1358-A [50-43 - Heating and Air Conditioning Units (Residential)]	JAMES F & JILL P PARISH REVOCABLE TRUST RESTATEMENT	\$50.00	\$9,147.00	Pending
119587	2602-2604 DECKNER AV..21-4021 [50-43 - Heating and Air Conditioning Units (Residential)]	SALVADOR CORTES	\$50.00	\$9,350.00	Pending
119588	2602-2604 DECKNER AV..21-4021 [50-43 - Heating and Air Conditioning Units (Residential)]	SALVADOR CORTES	\$50.00	\$9,350.00	Pending
119589	853 KELLOGG ST..5-1433 [50-45 - Heating Unit Only (Residential)]	SARA G & KIEL F LAM	\$50.00	\$5,800.00	Pending
119590	1155 EMILIE ST..17-150 [50-45 - Heating Unit Only (Residential)]	KATHLEEN PATRICIA SCHULTZ	\$50.00	\$6,515.00	Pending
119591	1194 DESNOYERS ST..18-276 [50-45 - Heating Unit Only (Residential)]	GREGORY L ENGLER	\$50.00	\$7,348.00	Pending
119592	1365 PORLIER ST..17-499 [50-45 - Heating Unit Only (Residential)]	NICHOLAS BACKHAUS	\$50.00	\$6,300.00	Pending
119593	1064 CAROLINE ST..3-218 [50-45 - Heating Unit Only (Residential)]	MICHELLE A HANSEN	\$50.00	\$6,200.00	Closed
119610	516 MECH ST..21-1417 [50-45 - Heating Unit Only (Residential)]	DAVID J & DANIEL C WOOD, ETAL	\$50.00	\$4,200.00	Closed
119611	1396 SHIRLEY ST ..6-337-B [50-45 - Heating Unit Only (Residential)]	ANGUS DAREL C TRUST	\$50.00	\$3,800.00	Pending
119613	1710 SMITH ST..19-519 [50-45 - Heating Unit Only (Residential)]	JUAN & MARGARITA GUZMAN	\$50.00	\$3,650.00	Pending
119614	3373 PAULA ST..22-2179 [50-43 - Heating and Air Conditioning Units (Residential)]	BRYAN T & KRISTIN N K NUTTER	\$50.00	\$14,088.00	Pending
119615	2295 W MASON ST..6H-1088-4-3 [50-44 - Heating Unit Only (Commercial)]	CD KRULL LLC	\$70.00	\$11,420.00	Pending
119620	913 S RIDGE RD..2-955-A-2 [50-43 - Heating and Air Conditioning Units (Residential)]	SHANNON R MACKEY	\$50.00	\$12,000.00	Pending
119621	1129 GRIGNON ST..17-191 [50-45 - Heating Unit Only (Residential)]	BRUNMEIER STEPHEN J REVOCABLE LIVING TRUST	\$50.00	\$6,111.00	Pending
119623	1511 FARLIN AV..19-25-1 [50-45 - Heating Unit Only (Residential)]	SARAH J RIVERA	\$50.00	\$2,717.00	Pending
119624	1021 SHAWANO AV..3-888 [50-45 - Heating Unit Only (Residential)] CASE# 138212	ELIJAH T DERENNE	\$50.00	\$2,920.00	Pending
119626	442 BELLEVUE ST..8-529	NATALIE A NELDNER	\$50.00	\$2,990.00	Pending

[50-45 - Heating Unit Only (Residential)]					
119638	1441 ADMIRAL CT..6-143	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,275.00	Pending
[50-44 - Heating Unit Only (Commercial)]					
119639	1441 ADMIRAL CT..6-143	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,275.00	Pending
[50-44 - Heating Unit Only (Commercial)]					
119640	1459 ADMIRAL CT..6-143	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,275.00	Pending
[50-44 - Heating Unit Only (Commercial)]					
119642	1436 W MASON ST..6-143	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,275.00	Pending
[50-44 - Heating Unit Only (Commercial)]					
119643	1458 ADMIRAL CT..6-143	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,275.00	Pending
[50-44 - Heating Unit Only (Commercial)]					
119644	1438 ADMIRAL CT..6-143	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,275.00	Pending
[50-44 - Heating Unit Only (Commercial)]					
119645	1438 ADMIRAL CT..6-143	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,275.00	Pending
[50-44 - Heating Unit Only (Commercial)]					
119646	1805 10th AV..1-1200	DONNA & DANIEL HARVEY	\$50.00	\$5,470.00	Pending
[50-45 - Heating Unit Only (Residential)]					
119647	1215 THRUSH ST..18-1023	GRETCHEN & KORY COLLIER	\$50.00	\$5,577.00	Pending
[50-45 - Heating Unit Only (Residential)]					
119652	812 IRVINGTON ST..6-410	JAMES L & DELORES M PIETRANTONIO	\$50.00	\$5,900.00	Pending
[50-45 - Heating Unit Only (Residential)]					
119089	703 N LOCUST ST..6-1607	BRIANNA E VANLANEN	\$30.00	\$15,000.00	Pending
[60-31 - Sanitary Sewers - Connection/Repair (Residential)]					
119374	1132 EASTMAN AV..7-347	GINNY L SPEICH	\$50.00	\$7,850.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119406	2621-2669 TROJAN DR..6H-1115-C	BIRCHWOOD APTS LLC	\$30.00	\$1,000.00	Pending
[60-26 - Water Heater (Commercial)]					
119446	1130 S MONROE AV..16-78	JOHN P & RACHEL M DISALVO	\$30.00	\$4,950.00	Pending
[60-29 - Water Service - Connection/Repair (Residential)]					
119447	2553 DECKNER AV..21-314	LAUNDRIE THOMAS H & ANNEMARY REVOCABLE TRUST	\$30.00	\$31,500.00	Pending
[60-29 - Water Service - Connection/Repair (Residential)]					
119449	1176 DOUSMAN ST..5-860	PATRICK A MORROW	\$50.00	\$7,000.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119457	1404 LIBERTY ST..6-1317	CHELSEA A BRITTNACHER	\$50.00	\$900.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119466	527 S ASHLAND AV..2-279	LAPIS PROPERTIES LLC	\$30.00	\$1,000.00	Pending

[60-29 - Water Service - Connection/Repair (Residential)]

119487	926 S MONROE AV..16-61	JENNY & JACOB PAUL MEYER	\$30.00	\$7,538.00	Closed
[60-27 - Water Heater (Residential)]					
119494	1218 BAY DE NOC CT..21-5581	RUSSELL D & PATRICIA L LEMERANDE	\$30.00	\$6,798.00	Closed
[60-27 - Water Heater (Residential)]					
119495	502 12th AV..2-604	WAYNE E & ROBIN J RANDELL	\$30.00	\$2,500.00	Closed
[60-27 - Water Heater (Residential)]					
119498	1133 S MAPLE AV..1-830	MARTIN HILSABECK	\$30.00	\$2,500.00	Pending
[60-27 - Water Heater (Residential)]					
119499	2651 APPIAN WAY..21-3345	SUSANA CALZADA AVELAR	\$30.00	\$2,500.00	Pending
[60-27 - Water Heater (Residential)]					
119500	119 S CLAY ST..14-285	PAUL M KRUSE	\$30.00	\$2,500.00	Closed
[60-27 - Water Heater (Residential)]					
119524	729 BELLEVUE ST..21-1334-25	HECTOR FRAYRE	\$50.00	\$2,750.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119530	1183 KENWOOD ST..1-2688	DANIEL L & CATHLEEN A LUDWIG REVOCABLE TRUST	\$50.00	\$4,500.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] Bathroom fixture replacement: shower, toilet, sink					
119546	412 MANCHESTER DR..6-2845	SARA L SEYLER	\$30.00	\$7,133.00	Pending
[60-27 - Water Heater (Residential)]					
119547	1013 S CLAY ST..17-142	STACEY K SEERING	\$50.00	\$2,000.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119581	2204 LAKESIDE PL..21-920	GAIL L VANSTRATEN	\$30.00	\$8,000.00	Closed
[60-31 - Sanitary Sewers - Connection/Repair (Residential)]					
119598	501 HOWARD ST..3-329	JOHN A & IDA A WIERZCHOWSKI	\$50.00	\$6,000.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119604	1102 WINFORD AV..18-1007	STEVEN W ZAHN	\$30.00	\$5,885.00	Pending
[60-27 - Water Heater (Residential)]					
119612	1607 CREEKSIDE LN..21-5563	JAMES & SUSAN MATTEK	\$30.00	\$5,000.00	Closed
[60-29 - Water Service - Connection/Repair (Residential)]					
119616	2775 CHARLESTON DR..6H-3516	THOMAS H VANDRASEK, ETAL	\$30.00	\$5,984.00	Pending
[60-27 - Water Heater (Residential)] Navien NPE240A2					
119617	1743 BRIQUELET ST..6-1480	& ZACHARY PAPERDISH PROPERTY MANAGEMENT LLC	\$50.00	\$11,000.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119627	1694 SHAWANO AV..6-235-E	VALLEY H LLC	\$70.00	\$9,000.00	Closed
[60-26 - Water Heater (Commercial)]					
119637	848 SCHWARTZ ST..21-2542-K-24	DIANE M & RICHARD W SEYLER	\$50.00	\$1,106.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					

119649	1164 HICKORY HILL DR..2-1329 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	MICHELLE BRILL	\$50.00	\$7,000.00	Closed
118894	1981 E MASON ST..21-1329-2 [70-1 - Signs - Permanent] 15.8' x 8.8' wall sign on both west side and east side (2 signs total) 2.0' x 0.5' window sign All other signs in package are deemed exempt.	GENNY ANNE LLC	\$350.04	\$7,000.00	Pending
118947	113 S MILITARY AV..6-251-D [70-1 - Signs - Temporary]	MARKET BACELINE LLC	\$30.00	\$1.00	Pending
119160	1902 N IRWIN AV..21-487 [70-1 - Signs - Permanent] 14 x 46 digital billboard to replace static signage on western portion of existing billboard infrastructure. b. 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. c. 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.	MANUEL BUSTAMANTE RAZO	\$412.00	\$50,000.00	Pending
119416	115 PINE ST..12-371 [70-1 - Signs - Permanent] Vinyl 6" tall by varying width window stickers replacing current smaller stickers. Stickers will be on the east and west side of building.	FE WATERMARK LLC	\$94.00	\$3,771.00	Pending
119474	3237 VOYAGER DR..21-177-1 [70-1 - Signs - Permanent] Channel letter wall sign on south facing wall - Monument signs on north and south side of building replacing faces in kind. No permit needed.	BRUNO MED LLC	\$110.60	\$6,000.00	Pending
119475	520 N BROADWAY..5-1757 [70-1 - Signs - Permanent] Projecting sign on corner in right of way needs 10' clearance from ground level and 2 door signs - Suite 520	DDL HOLDINGS LLC	\$137.20	\$1,500.00	Pending
119518	1491 W MASON ST ..6-169 [70-1 - Signs - Permanent] Replacing wall sign on front of store with face lit channel letters on 4" backer. Also replacing panels in kind on monument sign at corner of Mason and Fisk - N/C	AAM GREEN BAY PLAZA LLC	\$118.60	\$2,500.00	Pending
Totals: 223 projects			\$58,700.52	\$38,791,016.68	

Summary of Projects Issued

2/1/2025 to 2/28/2025

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	2	2	2	2	2	2	2	1	\$2,117.41	\$595,000.00
2 Residential - Addition - Single Family House	1	0	1	1	1	1	1	0	\$282.14	\$120,000.00
2 Residential - Alteration - 1 -2 Family House	33	0	19	33	25	11	21	0	\$6,803.75	\$894,259.72
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)	8	8	10	8	8	8	8	8	\$6,182.26	\$1,832,284.00
7 Deck, Porch, Patio, Ramp (Residential)	7	3	6	7	0	0	0	0	\$700.00	\$39,815.75
9 Demolition - Interior (Residential)	2	0	0	2	1	0	1	0	\$290.00	\$7,501.00
9 Raze - Building or Structure (Residential)	1	0	0	1	0	0	1	1	\$200.00	\$46,730.00
11 Driveway Replacement and/or Expansion (Residential)	3	0	0	3	0	0	0	0	\$150.00	\$24,300.00
11 Fence (Residential)	8	0	0	8	0	0	0	0	\$400.00	\$39,993.75
11 Foundation Repair (Residential)	2	0	0	2	0	0	0	0	\$100.00	\$29,695.20
11 Garage/Carport/Shed (residential)	1	0	0	1	0	0	0	0	\$50.00	\$13,550.00
30 Commercial - Alteration - Multi-Family of 3 or more units	1	0	0	1	0	0	0	0	\$70.00	\$3,000.00
31 Commercial - Addition - Non-Residence, Non- housekeeping	1	1	0	1	1	0	0	0	\$311.26	\$10,000,000.00
31 Commercial - Alteration - Non-Residence, Non- Housekeeping	7	0	6	7	6	3	3	0	\$3,533.40	\$1,802,324.00
33 Commercial - New - Industrial Buildings (factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)	1	1	4	1	1	1	1	1	\$27,057.75	\$21,400,000.00
34 Cell Tower - Alteration to Existing (Commercial)	3	0	0	3	1	0	0	0	\$280.00	\$130,000.00
34 Raze- Building or Structure (Commercial)	1	0	0	1	0	0	1	0	\$140.00	\$15,000.00
34 Roofing (Commercial)	1	0	0	1	0	0	0	0	\$140.00	\$36,000.00
34 Siding (Commercial)	3	0	0	3	1	0	0	0	\$280.00	\$196,000.00
34 Site (Erosion control, Fill, Excavation)(Commercial)	1	1	0	0	0	0	0	1	\$220.61	\$10,000.00
34 Temporary Office/Trailer/Event (Commercial)	3	0	0	3	0	0	0	0	\$210.00	\$51,200.00
34 Window, Door - Replacement (Commercial)	3	0	0	3	0	0	0	0	\$210.00	\$77,814.00
34 Z - Misc Project Not Listed (Commercial)	3	0	1	3	3	0	0	1	\$810.00	\$574,972.00
40 Electrical Service - Change (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$13,000.00
40 Electrical Service - Temporary (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$1.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	2	0	0	0	2	0	0	0	\$210.00	\$33,000.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	17	0	1	3	17	2	1	0	\$1,444.50	\$48,766.26
40 Solar Panels - Electric	1	0	1	1	1	0	0	0	\$125.00	\$16,300.00
50 Heating and Air Conditioning Units (Residential)	13	0	0	0	0	13	0	0	\$650.00	\$149,703.00
50 Heating Unit Only (Commercial)	15	0	0	0	0	15	0	0	\$1,120.00	\$87,003.00
50 Heating Unit Only (Residential)	42	0	0	0	0	42	0	0	\$2,100.00	\$258,138.00
50 Repair/Alter Existing HVAC System (Commercial)	1	0	0	0	0	1	0	0	\$70.00	\$6,000.00
60 Repair/Alter Existing Plumbing System (Residential)	10	0	0	0	0	0	10	0	\$500.00	\$50,106.00
60 Sanitary Sewers - Connection/Repair (Residential)	2	0	0	0	0	0	2	0	\$60.00	\$23,000.00

60 Water Heater (Commercial)	2	0	0	0	0	0	2	0	\$100.00	\$10,000.00
60 Water Heater (Residential)	9	0	0	0	0	0	9	0	\$270.00	\$43,338.00
60 Water Service - Connection/Repair (Residential)	4	0	0	0	0	0	4	0	\$120.00	\$42,450.00
70 Signs - Permanent	6	6	0	6	0	0	0	0	\$1,222.44	\$70,771.00
70 Signs - Temporary	1	0	0	1	0	0	0	0	\$30.00	\$1.00
Totals:	223	22	51	106	72	99	67	13	\$58,700.52	\$38,791,016.68



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year February, 2025	
Municipal Name Green Bay Municipal Court		Municipal Code Number 231		Telephone Number 920-448-3131	
I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State	
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)	\$ 60,920.90	\$ 60,920.90			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 25,428.62	\$ 22,093.33		\$ 3,335.29	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 15,923.39			\$ 15,923.39	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 6,609.26		\$ 6,609.26		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 5,837.18		\$ 2,188.00	\$ 3,649.18	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 8,607.24			\$ 8,607.24	
Adjustment (if applicable)	\$.00			\$.00	
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	\$.00	\$.00		\$.00	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	\$ 250.00		\$ 250.00		
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.)	\$ 747.60			\$ 747.60	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 124,324.19	\$ 83,014.23	\$ 9,047.26	Pay This Amount \$ 32,262.70	

Continue onto the next page.



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: *Neil Basten* Date: 3-3-2025

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: *John Cross* Date: 03-09-25

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

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

**RESOLUTION REGARDING A TERRITORY AMENDMENT FOR TAX INCREMENT
DISTRICT NUMBER FIVE (5), EAST AND WEST DOWNTOWN ("TID 5")**

March 18, 2025

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Five (5), East and West Downtown ("TID 5"), on December 21, 1999; and

WHEREAS, in accordance with Wis. Stats. §66.1105, the City and the Redevelopment Authority of the City of Green Bay ("RDA") desire to remove parcel #15-168-A from the boundary of TID 5, which is generally located in the area east of the Fox River, south of Mason Street, west of Adams Street, and north of Cass Street; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt a Territory Amendment Resolution and amend the Project Plan for TID 5 on Tuesday, July 16, 2019; and

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

1. On Tuesday, March 11, 2025, at 1:30 p.m., in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendment to TID 5, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
2. On Tuesday, March 4, 2025 published a notice of said public hearing in the City's official paper, the Green Bay Press Gazette; and
3. On Monday, March 3, 2025, emailed the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
4. On Monday, March 3, 2025, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and

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

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

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

1. That "but for" the Territory Amendment to TID 5, the development projected to occur as detailed in the *Comprehensive Plan* would not occur in the manner desired by the City and RDA; and
2. TID 5 shall remain a blighted area district, as greater than fifty percent (50%) by area of the real property within the proposed Territory Amendment is in need of blight elimination thereby exceeding the fifty percent (50%) threshold as defined in Wis. Stats. §66.1337 (2m)(b); and

3. The proposed activities and project costs in the Amended Project Plan will continue to relate directly to blight elimination within TID 5 consistent with the purpose for which the District is created; and
4. The proposed activities and project costs in the Amended Project Plan are in concurrence with Wis. Stats. §66.1337, which enables the City to conduct specific blight elimination and rehabilitation and conservation work, including:
 - 4.1 A program of voluntary or compulsory repair and rehabilitation of buildings or other improvements; and
 - 4.2 Acquisition of real property and demolition, removal or rehabilitation of buildings and improvements on the property where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate obsolete or other uses detrimental to the public welfare, to otherwise remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities; and
 - 4.3 Installation, construction or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out an urban renewal project; and
 - 4.4 The disposition, for uses in accordance with the objectives of the urban renewal project, of any property acquired in the area of the project; and
5. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in TID 5; and
6. The economic benefits of TID 5, as measured by increased property value, employment, and income,
 - 6.1 are greater than the cost of the improvements identified in the Amended Project Plan; and
 - 6.2 are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
7. The TID 5 Amended Project Plan is feasible and in conformity with the City *Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay hereby approves the Territory Amendment Resolution for Tax Increment District Number Five (5), East and West Downtown; and

BE IT FURTHER RESOLVED the City of Green Bay hereby amends Tax Increment District Number Five (5), effective January 1, 2025.

BE IT FINALLY RESOLVED that the Common Council of the City of Green Bay approves and adopts the proposed Amended Project Plan for TID 5.

Adopted _____

Approved _____

COMMON COUNCIL OF THE
OF THE CITY OF GREEN BAY

By: Eric Genrich, Mayor

Attest: Celestine Jeffreys, City Clerk

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

March 18, 2025

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

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 12 on Monday, June 29, 2020; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 12 to Tax Increment District Number Twenty-two (22), The Shipyard (“TID 22”) and to Tax Increment District Number Twenty-eight (“TID 28”), JBS Redevelopment; and

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

1. On Tuesday, March 11, 2025, at 1:30 p.m., in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 12, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
2. On Tuesday, March 4, 2025 published a notice of said public hearing in the City’s official paper, the Green Bay Press Gazette; and
3. On Monday, March 3, 2025, emailed the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
4. On Monday, March 3, 2025, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and

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

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

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

1. The Amended Project Plan demonstrates that TID 12 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 12 has satisfied all of its current year debt service and project cost obligations; and
3. Prior to the mandatory termination date of September 17, 2046, TID 22 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and

4. Prior to the mandatory termination date of August 27, 2051, TID 28 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
5. The mandatory termination date for TID 12 is September 6, 2025; and
6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 12 to TID 22 and TID 28; and
7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in TID 12, TID 22, and TID 28, as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in TID 12, TID 22, and TID 28; and
9. The economic benefits of TID 12, TID 22, and TID 28, as measured by increased property value, employment, and income,
 - 9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
10. The TID 12, TID 22, and TID 28 Project Plans are feasible and in conformity with the City *Comprehensive Plan*; and
11. TID 22, as a Blight TID, and TID 28, as a Rehabilitation and Conservation TID, are eligible recipient types for donor TID 12 under Wis. Stats. sec. 66.1105(6)(f)2.; and
12. TID 12, TID 22, and TID 28 have the same overlying taxing jurisdictions; and
13. TID 12 has sufficient revenue to pay all its current project costs; and
14. TID 12 has surplus revenue to pay eligible costs of TID 22 and TID 28; and
15. The Amended Project Plan will not change the boundaries of TID 12.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay hereby approves the Allocation Amendment Resolution for Tax Increment District Number Twelve (12), I-43 Industrial Park; and

BE IT FURTHER RESOLVED, that the Common Council approves the amendment of the Non-Project Costs section of the TID 12 Project Plan to include an allocation, in the amount of three million, seven hundred thousand dollars (\$3,700,000.00) from TID 12 to TID 22, The Shipyard, to assist with the costs of property acquisition, future development incentives, infrastructure, and public amenities as may be needed throughout TID 22 and within a one-half mile of TID 22 for the purposes of blight elimination, which is consistent with the purpose for which TID 22 was created. As part of the project plan, cash grants may be made by the City of Green Bay to owners, lessees, or developers of property within TID 22.

BE IT FINALLY RESOLVED, that the Common Council approves the amendment of the Non-Project Costs section of the TID 12 Project plan to include an allocation, in the amount of two million dollars (\$2,000,000.00), from TID 12 to TID 28, JBS Redevelopment, to assist with the costs of public infrastructure and park improvements as may be needed throughout TID 28 and within a one-half mile radius of TID 28, for the purpose of rehabilitation and conservation, which is consistent with the purpose for which TID 28 was created.

SIGNATURE PAGE TO FOLLOW.

Adopted _____

Approved _____

COMMON COUNCIL
OF THE CITY OF GREEN BAY

Eric Genrich, Mayor

Celestine Jeffreys, City Clerk

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 1831 MAIN STREET
(ZP 25-04)**

March 18, 2025

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

That, pursuant to Zoning Petition 25-05 and the recommendation of the Plan Commission on March 10, 2025, the City of Green Bay does authorize a Conditional Use Permit (CUP) to allow a consignment store use within a C1 General Commercial District on the following described properties:

Lot Two (2), Volume 57 Certified Survey Maps, Page 357, Map No. 8266, as Document Number 2602736; said map being all of lots 1,2,3,4 and Outlot 1 of Volume 5 Certified Survey maps, Page 189, Map Number 1371, part of the vacated Huth Street as described in Jacket 17618, Image 15 as Document number 1267854 lying easterly of the North ¼ of Outlot 1, Volume 5 Certified Survey Maps, Page 189, Map Number 1371, vacated Erma Drive as described in Volume 741, Page 247, part of Lots 7 and 8 according to the recorded Plat of Private Claims number 3, 4, 5, 6 and 7, east side of the Fox River, known as Astor's Subdivision of Private Claims 3-7, including Lots 5 and 6 Block 2 of Hillside Addition, Parcel A of Volume 2 Certified Survey maps, Page 315, Map Number 508, Parcel A of Volume 3 Certified Survey Maps, Page 83, Map number 728, a 27 foot strip of land lying immediately southwest of and adjacent to the southwesterly lines of both said Parcels A and Lots 43 and 44 of the First Addition to St. Bernard Heights, less the northerly 130 feet thereof, all in the City of Green Bay, WI, Brown County, Wisconsin.

Location: 1831 Main Street

Tax Parcel No. 21-1325-3

Said CUP shall be granted subject to compliance with all other regulations of the Green Bay Municipal Code.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

db:

Attachment – Map



Proposed CUP Parcel

200' Property Owner Notice

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

Zoning Petition (ZP 25-04)
Conditional Use Permit Request
Consignment Store Use in C1
General Commercial Zoning District
1831 Main Street

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 100 E MASON STREET
(ZP 25-05)**

March 18, 2025

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

That, pursuant to Zoning Petition 25-05 and the recommendation of the Plan Commission on March 10, 2025, the City of Green Bay does authorize a Conditional Use Permit (CUP) to allow for a maximum building height of 54-feet in a Downtown One (D1) district on the following described properties:

All of Lot 1 of Brown County Certified Survey Map Number 9713, recorded as Document Number 3054697, (being part of Lots 1, 2, 3, 4, and 5, of Block 6, according to the recorded plat of the Town of Astor); and all of Lots 1 and 2, of Certified Survey Map Number 2379 as recorded in Volume 11 of Certified Survey Maps, Page 99, Document Number 976872, (said map being part of Lots 1, 2, 3, 4, 5 and all of Lots 6, 7 and 8 of Block 6, according to the recorded plat of the Town of Astor); all located in the City of Green Bay, Brown County, Wisconsin.

Location: 100 E Mason Street

Tax Parcel No. 15-168-A & 15-168-2

Said CUP shall be granted subject to compliance with all other regulations of the Green Bay Municipal Code.

Adopted _____

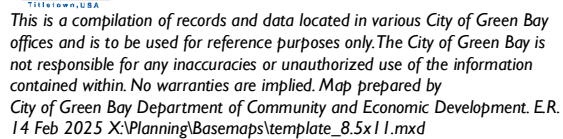
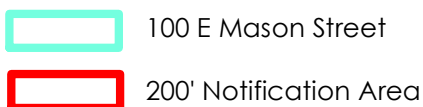
Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

sh:

Attachment – Map



FINAL PAYMENTS RESOLUTION
March 18, 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. **RESURFACING 1-24 (INCLUDING SEWER & WATER)**
 PETERS CONCRETE CO.

TOTAL AMOUNT EARNED:	\$ 3,668,457.64
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 3,668,457.64
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 2,545,247.10</u>
AMOUNT DUE THIS PAYMENT:	\$ 1,123,210.54

ACCOUNT NUMBERS

401500E-55303-65044: \$869,144.62

412500E-55303-65044: \$109,874.36

403500-55303-65044: \$46,719.15

501-12201-65044: \$97,472.41

PO #2400084

Adopted _____, 2025

Approved _____, 2025

Mayor

ATTEST:

City Clerk

EJNS

ZONING ORDINANCE NO. 07-25

AN ORDINANCE ZONING LAND ROUGHLY BOUNDED BY ALGOMA RD, SUSSEX RD, CHURCH RD, & BAY SETTLEMENT RD (PARCELS 22-106, 22-111, 22-120, 22-124, 22-SC195-3, 22-SC196, 22-SC198-1, 22-SC199, 22-SC204, & 22-SC208) AS A PLANNED UNIT DEVELOPMENT DISTRICT (PUD) (ZP 25-03)

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 Overlay District on the following described property (as shown on Exhibit A - Location Map):

Part of the Northeast 1/4 of the Southwest 1/4 and part of the Northwest 1/4 of the Southeast 1/4 and part of the Southeast 1/4 of the Southwest 1/4 and part of the Southwest 1/4 of the Southeast 1/4 of Section 13, T24N-R21E and part of the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 of the Northwest 1/4 and part of the Southwest 1/4 of the Northwest 1/4 and part of the Southeast 1/4 of the Northwest 1/4 of Section 24, T24N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the West 1/4 Corner of Section 13, T24N-R21E; thence S88°52'58"E, 2586.04 feet along the North line of the Southwest 1/4 of said Section 13 to the Point of Beginning; thence S88°52'58"E, 54.00 feet along said North line to the Center of Section 13, T24N-R21E; thence S88°53'03"E, 1010.24 feet along the North line of the Southeast 1/4 of said Section 13; thence S10°02'23"W, 391.61 feet along the West line of Lots 3 and 4 Certified Survey Map No. 2629, Brown County Records and Lots 1 and 2 Certified Survey Map No. 2137, Brown County Records; thence S27°21'07"W, 139.28 feet; thence S48°17'16"W, 271.46 feet along the West line of Lot 1 and Outlot 1 Certified Survey Map No. 2018, Brown County Records and Lot 1 Certified Survey Map No. 5083, Brown County Records; thence S26°44'34"W, 573.68 feet along the West line of said Certified Survey Map No. 5083, Brown County Records and Lot 2 Certified Survey Map No. 2684, Brown County Records and Lots 1 and 2 of the recorded plat of "Dutch View Estates" (Volume 18, Plats, Page 6, Document No. 1084901, Brown County Records); thence S18°07'27"W, 1063.07 feet along the West line of Lots 3, 4, 5, and 6 of said recorded plat of "Dutch View Estates" and The West line of the recorded plat of "Waterview Estates" (Volume 18, Plats, Page 67, Document No. 1125272, Brown County Records); thence N81°52'32"W, 127.77 feet; thence S1°02'23"W, 420.21 feet along the East line of the Southwest 1/4 of said Section 13 to the North 1/4 Corner of Section 24, T24N-R21E; thence N88°54'23"W, 150.24 feet along the North line of Lot 1 and 3 of Certified Survey Map No. 2473, Brown County Records and the North line of the Northwest 1/4 of said Section 24; thence S26°20'48"W, 255.73 feet along the West line of said Lot 3 of said Certified Survey Map No. 2473; thence S70°57'08"E, 189.51 feet along the South line of

said Lot 3; thence S27°54'55"W, 438.98 feet; thence S28°09'12"W, 587.34 feet along the West line of Certified Survey Map No. 2882, Brown County Records and its extension; thence S22°58'05"W, 347.20 feet; thence N83°11'52"W, 14.00 feet; thence S19°13'30"W, 481.54 feet; thence N88°50'29"W, 232.37 feet; thence S0°35'35"W, 574.50 feet along the West line of Lots 1, 3, and 4 of Certified Survey Map No. 3030 and the West line of the recorded plat "MC Calls Summit Lookout Condominium" (Volume 1, Plats, Page 343, Document No. 1157284, Brown County Records) to the Northerly Right of Way of Algoma Road A.K.A. (C.T.H. "I"); thence N89°13'04"W, 61.69 feet along said Northerly Right of Way; thence S81°42'30"W, 222.22 feet along said Right of Way; thence N89°13'04"W, 176.02 feet along said Right of Way; thence N0°46'56"E, 372.99 feet; thence N89°13'04"W, 262.52 feet; thence S0°46'56"W, 372.99 feet to said Northerly Right of Way; thence N89°13'04"W, 868.26 feet along said Northerly Right of Way; thence 18.79 feet along an arc with a 12.00 foot radius curve to the right whose long chord bears N44°23'23"W, 16.93 feet along said Northerly Right of Way and the Easterly Right of Way of Sussex Road; thence N0°28'05"E, 167.27 feet along said Easterly Right of Way; thence 189.26 feet along an arc with a 1465.00 foot radius curve to the right whose long chord bears N4°10'09"E, 189.13 feet along said Easterly Right of Way; thence 155.14 feet along an arc with a 1535.00 foot radius curve to the left whose long chord bears N4°58'30"E, 155.07 feet along said Easterly Right of Way; thence N29°51'35"E, 2370.70 feet along the East line of Outlot 5 of the recorded plat of "R.J. Vander Kelen's Shorewood Heights Sixth Addition" (Volume 22, Plats, Page 96, Document No. 2085407, Brown County Records); thence N29°53'34"E, 3006.68 feet along the East line of Outlots 1 and 2 of the recorded plat of "Thomas J. Juza's Shorewood Heights" (Volume 22, Plats, Page 79, Document No. 2075282, Brown County Records) and the East line of Outlots 5, 6, 7, 8, and 9 of the recorded plat of "Thomas J. Juza's Shorewood Heights First Addition" (Volume 22, Plats, Page 205, Document No. 2166910, Brown County Records) to the Point of Beginning. Parcel contains 7,317,856 square feet / 167.99 acres more or less, to the Centerline of Church Road.

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

- A. PURPOSE AND INTENT. The Planned Unit Development (PUD) is being utilized to permit the development of a integrated low-density residential subdivision that includes a mix of single-family lot sizes, limited two-family uses, areas for multiple-family use, areas for neighborhood oriented commercial uses and permanent open spaces.
- B. DEVELOPMENT AREAS. The 168 acres of the subject property is broken into four land use areas as illustrated on Exhibit B-Use Map and described below. Each land use area will have distinct permitted uses and other land-use/dimensional regulations as outlined in this PUD.
 - 1. Single and two-family use area – approximately 114.8 acres or 68.5 percent of the subject property is designated for single-family use with limited two-family use lots permitted.

2. Multiple-family use area - approximately 17.8 acres or 10.5 percent of the subject property is designated for multiple-family uses.
3. Commercial use area - approximately 5.9 acres or 3.5 percent of the subject property is designated for commercial use.
4. Open space area - approximately 29.5 acres or 17.5 percent of the subject property is designated for conservation or passive recreational uses.

C. LAND-USE. The principal and accessory land uses which may be established and/or maintained on the subject property are as follows:

1. Single and two-family use area. Permitted uses within the area designated for single family uses and labeled “R-1 (60’)” and “R-1 (70)” on Exhibit C – Zoning Map are those identified within Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Low-Density Residential District (R-1).
 - a. Two-family uses shall also be permitted on nine lots as identified on Exhibit C – Zoning Map
2. Multiple-family use area. Permitted and conditional uses within the area designated for multifamily use labeled “R-3” on Exhibit C – Zoning Map are those identified within Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Varied Density Residential District (R-3).
3. Commercial use area. Permitted and conditional uses within the area designated for Commercial use labeled “C-1” on Exhibit C – Zoning Map are those identified within Green Bay Municipal Code, Chapter 44, Article VIII – Commercial Districts in the General Commercial District (C-1).
4. Open space area. Permitted uses within the area designated for Open Space on Exhibit B – Use Map are limited to permanent greenspace and passive recreational uses as deemed appropriate by the Green Bay Department of Parks, Recreation and Forestry .

D. DIMENSIONAL AND AREA REQUIREMENTS. Dimensional and area requirements shall meet the following regulations:

1. Lot Width and Area. The minimum lot width and lot area shall be regulated by use.
 - a. Commercial area: minimum lot width of 100 feet with minimum lot area of one-half acre.
 - b. Single and two-family areas: minimum lot width and area shall be regulated per Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Low-Density Residential District (R-1) with the following alterations:

- i. Lots located in the R-1 (60') area on Exhibit C – Zoning Map shall have a minimum lot width of 60 feet at the front property line with a minimum lot area of 6,000 square feet.
 - ii. Lots located in the R-1 (70') area on Exhibit C – Zoning Map shall have a minimum lot width of 70 feet at the front property line with a minimum lot area of 7,000 square feet.
 - c. Multiple-family areas: Minimum lot width and area in the R-3 area on Exhibit C – Zoning Map shall be regulated per Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Varied Density Residential District (R-3) with the following alterations:
 - i. Minimum street frontage for the central multiple-family area shall be 40 feet
 - ii. Minimum of two frontages with vehicle and pedestrian access shall be provided.
 - d. Open space areas: There shall be no minimum lot width or area associated with the open space areas designated for Open Space on Exhibit B – Use Map, however suitable access for public emergency service providers shall be provided as deemed appropriate by the Green Bay Police Department and the Green Bay Metro Fire Department.
- 2. Setbacks. Setbacks are established by use.
 - a. Commercial area: All setbacks shall be regulated per Green Bay Municipal Code, Chapter 44, Article VIII – Commercial Districts in the General Commercial District (C-1) as well as other relevant sections of the Green Bay Municipal Code.
 - b. Single and two-family areas: All setbacks shall be regulated per Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Low-Density Residential District (R-1) with the following alterations:
 - i. Front yard setbacks shall be a minimum of 20 feet for principal structures.
 - ii. Lots located in the R-1 (60') area on Exhibit C – Zoning Map shall have a reduced side yard setback of 5 feet for single-story principal structures.
 - c. Multiple-family areas: All setbacks shall be regulated per the Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Varied Density Residential District (R-3) as well as other relevant sections of the Green Bay Municipal Code.
 - d. Open space areas: All setbacks shall be regulated per the Green Bay Municipal Code, Chapter 44, Article XI – Conservation District as well as other relevant sections of the Green Bay Municipal Code.
- 3. Height. Maximum building heights shall be regulated by use.

- a. Structures associated with commercial uses: maximum height is 40 feet or 3 stories, whichever is less.
 - b. Single-family and two-family dwellings: maximum height is 35 feet or 2.5 stories, whichever is less.
 - c. Structures associated with multiple-family development: maximum height is 35 feet or 3 stories, whichever is less.
 - d. Structures associated with open space uses: maximum height is 25 feet or 1 story, whichever is less.
- 4. Impervious Surface. Maximum impervious surface coverage shall be regulated by use.
 - a. Commercial area: maximum impervious surface including all buildings, drives, walks, etc. is 80% of lot area.
 - b. Single-family and two-family dwellings: maximum impervious surface including all buildings, drives, walks, etc. is 60% of lot area.
 - c. Multiple-family use area: maximum impervious surface including all buildings, drives, walks, etc. is 70% of lot area.
 - d. Open space areas: maximum impervious surface including all buildings, drives, walks, etc. is 20% of lot area.
- E. STORM WATER MANAGEMENT AND GRADING PLAN. A storm water management and grading plan meeting the standards established by the Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits.
 - 1. The storm water management and grading plan shall be comprehensive and take into account expected build-out of the entire PUD area as depicted on Exhibit A – Location Map.
 - a. With approval of the Department of Public Works, this requirement may be adjusted to address only storm water management needs of the specific development area for which development is proposed.
 - 2. Stormwater management facilities should function not only as a utility but also as an integral site amenity.
 - a. Green infrastructure and sustainable stormwater management practices are encouraged to be utilized throughout the site.
 - b. Traditional stormwater facilities shall be designed with landscaping providing human-scale interest and incorporating native plant species where possible.
- F. SIGNAGE. Signage throughout the PUD area shall be regulated as follows:
 - 1. Signage for the commercial area shall be regulated as the General Commercial (C1) District per the Green Bay Municipal Code, Chapter 30, Article II.
 - 2. Signage for single-family and two-family dwelling areas shall be regulated as the R-1 Low Density District per the Green Bay Municipal

Code, Chapter 30, Article II.

3. Signage for the multiple-family use areas shall be regulated as the R-3 Varied Density District per the Green Bay Municipal Code, Chapter 30, Article II.
4. Signage for the open space areas shall be regulated limited to that signage considered exempt in the Green Bay Municipal Code, Chapter 30, Article II, Section 30-6.

- G. REFUSE AND MECHANICALS. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX, Division 3, Section 44-1917.
- H. ACCESS AND PARKING. Parking requirements shall be regulated by specific use per the Green Bay Municipal Code, Chapter 44, Article VIII.
- H. LIGHTING. Lighting throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article V, Division 8.
- I. LANDSCAPING. Landscaping throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX.
- J. ACCESS AND CIRCULATION. Access and circulation for automobile and pedestrian traffic shall be established in substantial conformity with Exhibit C – Use Map.
 1. All roadways shall be dedicated to the public and shall provide public sidewalks as regulated within Green Bay Municipal Code, Chapter 36-Subdivisions, Article VII – Design Requirements.

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

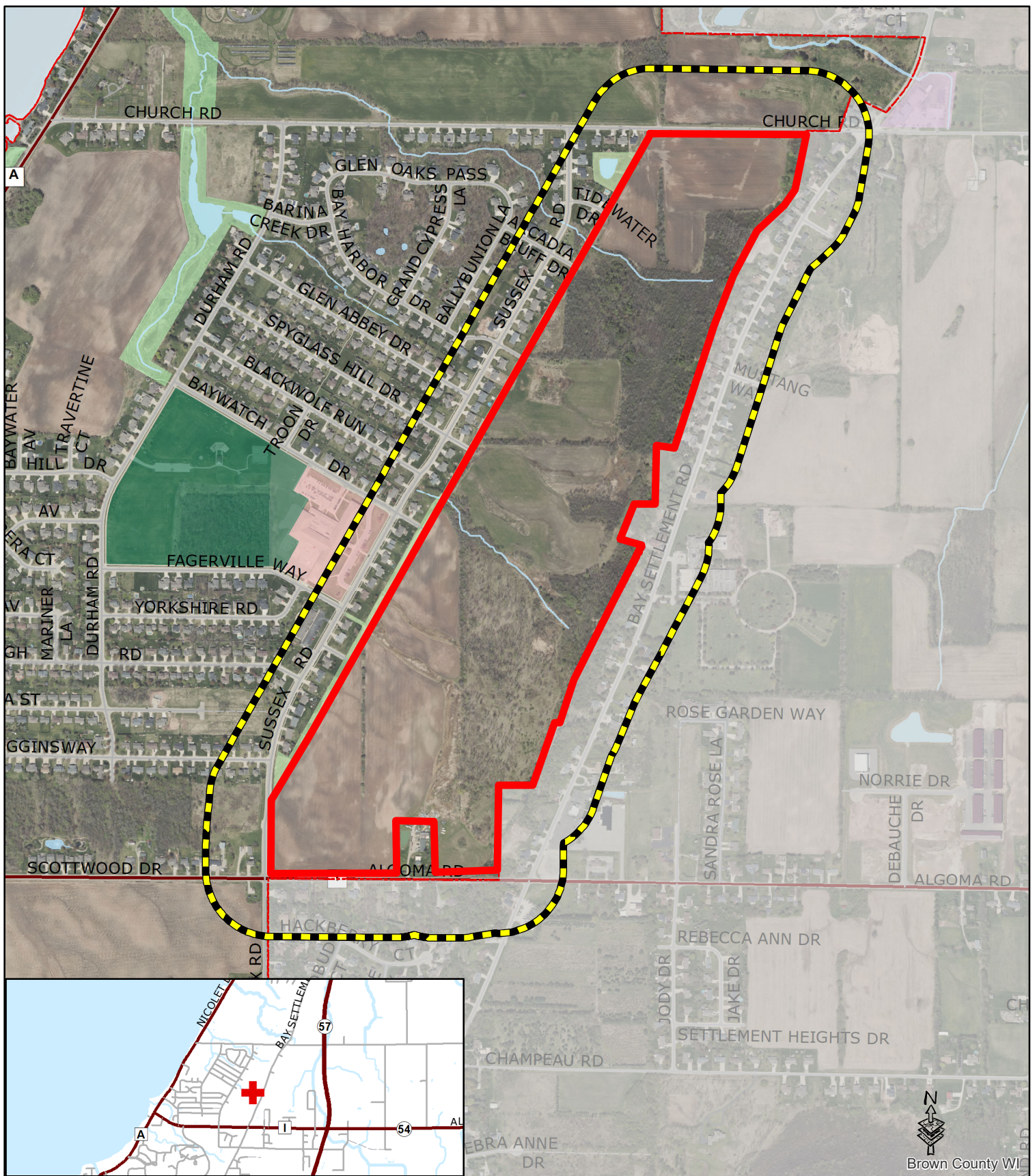
db:

Attachments:

Exhibit A - Location Map

Exhibit B – Use Map

Exhibit C – Zoning Map



- Proposed PUD
- 400' + Property Owner Notice
- Town of WScott

EXHIBIT A - LOCATION MAP

Zoning Petition (ZP 25-03) Proposed Planned Unit Development (PUD)

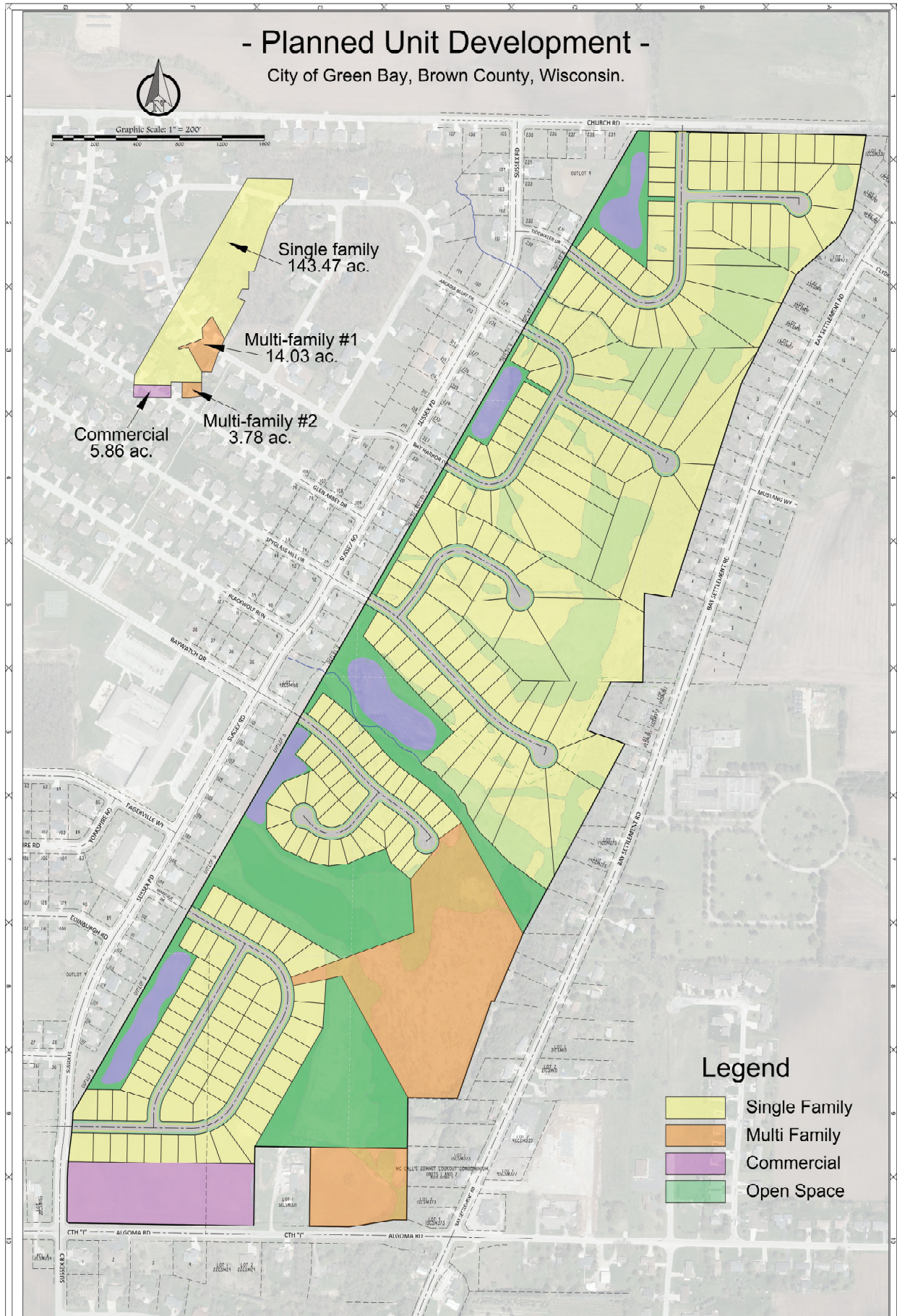
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EXHIBIT B - USE MAP

- Planned Unit Development -

City of Green Bay, Brown County, Wisconsin.



Legend

- Single Family
- Multi Family
- Commercial
- Open Space

PROJECT NO.
T-6818
SHEET NO.
1 OF 4
DRAWING NO.
S-33392

MOSKI Corp.

vierbicher
planners | engineers | advisors



TAX PARCEL NO. 22-111, 22-124, 22-126, 22-127, 22-3018,
22-00180-1, 22-00200, 22-00204, 22-00185 & 22-00185-2
Planned Unit Development
Church Road, Sussex Road, Algoma Road

SCALE
1"=200'
DRAWN BY
BAM

File: T-6818.dwg 05/02/23.dwg

400 Security Blvd Ste 1, Green Bay, WI, (920) 434-0670

Data File:

Project: PUD-2023-01



- Planned Unit Development -
City of Green Bay, Brown County, Wisconsin.

Legend

- R-1 (60')
- R-1 (70')
- R-3
- C-1
- R-1 (Duplex)

PROJECT NO. 16818
SHEET NO. 1 of 1
DATE: 1/1/11
MOSKI Corp.
vierbicher
planners engineers advisors
1400 County Blvd Ste 1, Green Bay, WI, (920) 434-1670
Planned Unit Development
Church Road, Sussex Road, Algoma Road
Scale: 1" = 200'

PROJECT NO.
T-8816
SHEET NO.
1 of 1
DRAWING NO.
S-3392

MOSKI Corp.

vierbicher
 planners | engineers | advisors



TAX PARCEL NO. 22-111, 22-124, 22-106, 22-120, 22-3C199,
22-3C199-1, 22-3C200, 22-3C204, 22-3C195 & 22-3C195-3

Planned Unit Development

Church Road, Sussex Road, Algoma Road

SCALE
1"=200'
DRAWN BY
BAR