



AGENDA OF THE COMMON COUNCIL

TUESDAY, APRIL 15, 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.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Recognitions and Awards.

J. Appointments.

I. Appointments:

Board of Review

Tanya Westmoreland, 317 South Oakland Avenue, Green Bay, WI 54303
Term to expire: April 1, 2030

Reappointments:

On Broadway Business Improvement District Board
Linda Bova, 2648 Seneca Court, Green Bay, WI 54313
Term to expire: April 1, 2028

Chad Van Handel, 1705 Snow Mass Ct, Green Bay, WI 54313
Term to expire: December 1, 2027

Adam Funk, 944 Elmore, Green Bay, WI 54303
Term to expire: December 1, 2027

Brown County Planning Commission
Paul Blindauer, 2431 Wandering Springs Cr., Green Bay, WI 54311
Term to expire: May 1, 2028

Zoning and Planning Board of Appeals
Steven Schuchart, 1690 Forest Glen Dr., Green Bay, WI 54304
Term to expire: May 1, 2028

Traffic, Bicycle, Pedestrian Commission
Patrick Sorelle, 3160 Open Gate Trail, Green Bay, WI 54313
Term to expire: May 1, 2028

K. Public Hearings.

L. Ordinances - Second Reading for Adoption.

1. 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).
2. 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).

M. Report of the Redevelopment Authority (April 8, 2025).

1. To approve Development Agreement 25-03 with One Astor Holdings, LLC for the redevelopment of 100 E. Mason Street and 0 S. Adams Street (Tax Parcels 15-168-A and 15-168-2).

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 may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

2. To approve the first amendment to Development Agreement 24-06 with Living Downtown LLC, for the redevelopment of 425 Pine Street (Tax Parcel 11-139) and authority for the Director to approve a collateral assignment, subject to legal review.

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 may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

3. To approve Development Agreement 2025-04 with Moski Corp. for a development project at 1116 Hobart Drive and 0 Hobart Drive (Tax Parcels 6H-1110-1 and 6H-1110-19) with \$450,000.00 of TIF assistance, contingent upon a satisfactory review of the development pro forma and a positive recommendation from the City's finance consultant.

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N. Report of the Improvement & Services Committee (April 9, 2025).

1. To approve the request by Ald. Prestley to conduct a street light study on Wisconsin Avenue previously held at the February 26, 2025, Improvement & Services Committee meeting.
2. To amend the year from 2025 to 2026 and approve the request by Department of Public Works to enter into a Routine Bridge Maintenance and Operation Agreement between the City and the Wisconsin Department of Transportation for State Fiscal Year 2025.
3. To approve the request by University of Wisconsin Board of Regents to install an ALPR Flock camera on the southeast intersection right-of-way of Nicolet Road and Mahon Creek subject to the execution of a Hold Harmless Agreement and submittal of appropriate insurance and to authorize the Mayor and City Clerk to sign the Agreement.
4. To approve the request by Turn Key Network Solutions (TKNS) to establish a utility easement along the former right-of-way of S. Oakland Avenue through Seymour Park.
5. To approve the request by Saphner Trust to enter into a Developer's Agreement for the installation of pavement and all utilities related to the development of Parcel 6H-1247-3.
6. To approve the request by Department of Public Works to approve a pilot program for full sanitary sewer lateral replacement during street reconstruction projects in areas of known I&I or capacity issues.
7. To approve the request by Department of Public Works to purchase 22 Iteris Video Detection Camera Systems in the amount of \$402,028.00 from Mobotrex and 54 traffic signal controllers, 26 controller cabinets, and 28 database conversion systems from Traffic Control Corporation in the amount of \$684,554.00 for the new controllers as part of the WisDOT Traffic Signal Controller Upgrade project.

8. To approve the request by Department of Public Works - Operations Division to purchase one (1) Bobcat UW56 Toolcat off the Sourcewell Contract #040329-CEC for \$76,769.09; two (2) Erskine snow blowers for \$7,954.00 each; and two (2) Erskine v-plows for \$3,000.00 each off the Minnesota State Contract #246981 from Bobcat Plus for a net total of \$98,677.09, which includes delivery, setup, warranty, and operator training.
9. To approve the request by Department of Public Works to adopt a resolution to increase parking rates in public parking ramps during the 2025 NFL Draft from \$1.00/hour - \$12.00/day maximum to \$2.00/hour - \$24.00/day maximum.
10. To approve the request by Department of Public Works to review and approve the award of WSG 1-25 SALT STORAGE SHED CONCRETE REPAIRS to Restoration Systems, Inc. in the amount of \$78,940.00.
11. To receive and place on file the report of award of contract RAMPS 2-25 PINE STREET RAMP PT REPAIRS to Cy-Con, Inc. in the amount of \$238,998.00.
12. To receive and place on file the report of actions taken by the Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. Allied Concrete Construction, Inc.
 - b. Blaser Construction, LLC
 - c. Delahaut Custom Concrete, LLC
 - d. Elexco, Inc.
 - e. Hemle Construction & Concrete, LLC
 - f. J.C. Santy Construction, LLC
 - g. Loch Construction Co., Inc.
 - h. Precision Flatwork
 - i. Zeise Construction
 - j. Craftsman Concrete, LLC
 - k. Titledown Construction, LLC
 - l. KPC Concrete Contractors, LLC
 - m. D&T Construction, LLC
 - n. Evraets Concrete Construction, LLC
 - o. Josh Bailey Concrete, LLC
 - p. Parham Construction
13. To approve the request by Department of Public Works to approve the award of contract ASPHALT PAVING 2025 to MCC, Inc. in the amount of \$745,179.30.
 14. To approve the request by Department of Public Works to approve the award of contract PAVEMENT REPAIR 2025 to Martell Construction in the amount of \$1,871,967.50.

O. Report of the Protection & Policy Committee (March 24, 2025)

- I. To approve an appeal by Garrett Freeman and grant him his operator's license

2. To approve a limited expansion of licensed premises at 312 Cherry St described as "tent in rear building parking lot. Bar & DJ both set up" on the following dates April 24-26, 2025.
3. To approve a change of agent for Baeb Zuege, LLC at 1570 Elizabeth St to Roger Zambarda.
4. To receive and place on file the communication from Alder Johnson regarding the city's process for handling sign permits to allow for one application and one point of contact to facilitate the approval of sign installations.

P. Report of the Protection & Policy Committee (April 7, 2025)

1. To deny the appeal by Marquelus Brown regarding the denial of his operator's license
2. To approve, subject to approval of a safety plan by the Police Department by April 15, a limited expansion of licensed premises at 1238 State St described as "Bag league on Thursdays and we would like to use the parking lot" for State Street Pub on the following dates: all Thursdays in June and July.
3. To approve a limited expansion of licensed premises at 840 S Broadway described as "back parking lot" for Richard Craniums on the following dates: April 21st through April 27th.
4. To approve, subject to approval of a safety plan by the Police Department by April 15, a limited expansion of licensed premises at 313 Dousman St described as "30'x60' tent immediately adjacent to the east side of the Biergarten outdoor seating area" for Copper State Brewing Co on the following dates: April 22 - April 27, 2025.
5. To approve as amended the request by Richard Craniums at 840 S Broadway to utilize the "back parking lot" as an outdoor area.
6. To approve a limited expansion of licensed premises at 805 Klaus St, described as "extending liquor to lot area" for The Bay Bar & Lounge for the following dates: April 24 - April 26, 2024
7. To approve, subject to approval of a security plan by the Green Bay Police Department by April 15, a limited expansion of licensed premises at 1689 E Mason St described as "expansion to parking lot for a fundraising event to place two tables and chairs off of the deck and store excess inventory in storage building at 1685 E Mason (next door to bar) for Turn It Up Tap on the following days: week of 4/21/2025 and May 3, 2025.
8. To approve, subject to approval of a security plan by the Green Bay Police Department by April 15, a limited expansion of licensed premises at 431 N Broadway described as "parking lot - back roped off" for Lenny's Tap on the following days: 6/28/2025, 8/3/2025, 8/17/2025.
9. To approve, subject to the approval of a security plan by the Green Bay Police Department by April 15, a limited expansion of licensed premises at 301 S Broadway described as "Old School sidewalk and side of building lot" for Old School on the following days: week of 4/23/2025 - 4/27/2025.
10. To approve an extension of the noise ordinance until 11:00 pm for Pearly Gates at 3551 Finger Rd on the following date: July 12, 2025.

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

1. Consideration with possible action to grant operators licenses

R. Report of the Plan Commission (April 7, 2025).

1. To approve the request to declare city-owned properties as surplus located at 0 Mason Way (Parcel 21-1288-2 & Portion of Parcel 21-1281) with conditions. **(SP 25-01 Plan Commission Meeting January 13, 2025).**
2. 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; Held at Council Meeting March 18, 2025).**
3. To approve the request for a Planned Unit Development to create a multi-family residential use located at 306 and 308 Mather Street, 709 Alma Street, 301 James Street, 305 James Street, 307 James Street, and 309 James Street with conditions. (ZP 25-06 Public Hearing held April 7, 2025).
4. To hold the request to rezone 1135 Guns Road, 1141 Guns Road, and the 1100 Block of Guns Road (Parcel 21-463-4) from General Commercial (C1) to Light Industrial (LI) and Varied Density Residential (R3) for staff exploration on a possible text amendment to allow for distribution uses in the C1 zoning district. (ZP 25-08 Public Hearing held April 7, 2025).
5. To hold the request to amend the Smart Growth 2022 Comprehensive Plan for 1135 Guns Road, 1141 Guns Road, and the 1100 Block of Guns Road (Parcel 21-463-4) from future Low-Density Residential land-use to Medium/High Density Residential and Light Industrial land-uses. (CPA 25-01 Public Hearing held April 7, 2025).
6. To approve the request for a Conditional Use Permit (CUP) to allow a multiple-message sign at the 2400 Block of West Mason Street (Parcel 6H-1110-23) with conditions. (ZP 25-10 Public Hearing held April 7, 2025).
7. To approve the request to amend Section 44-469(1) Green Bay Municipal Code, modifying the limit on events and days of operation per calendar year for rummage sales. (TA 25-01 Public Hearing held April 7, 2025).

S. Report of the Finance Committee. (April 8, 2025)

1. To approve the resolution to rescind 2024 real estate taxes on parcel 7-520 for Kingdom Agenda Church, Inc on 730 Quincy St for \$4,578.14.
2. To approve the resolution to rescind 2024 real estate taxes for parcel 7-521 for Kingdom Agenda Church, Inc on 708 Harvey St for \$570.61.
3. To approve the resolution to refund 2024 real estate taxes on parcel 8-224 to Open Door Housing, LLC on 728 St George St. for \$4,619.06.
4. To approve the purchase of 13-ea Motorola APX 6500 radios from Motorola Solutions for the Police Department for a total of \$65,340.47.

5. To approve the Enterprise Resource Planning (ERP) software annual support and maintenance contract extension with Tyler Technologies for a 3-year commitment of \$512,314.37.
6. To approve the Asset Variance Procedure to be added to the City of Green Bay Procurement Manual.
7. To accept the 2025 State of Wisconsin Department of Health Services Emergency Medical Services Funding Assistance Program Award for a total of \$421,741.38.
8. To approve the request for Consent to Collateral Assignment of Development Agreement 2025-01, W.E. Hoban Company and Hoban Real Estate, LLC to BMO Bank N.A.
9. To approve a request by Ald. Proffitt to add a line to the printed city tax bill for the Green Bay Area Public School District (GBAPS) to distinguish the voucher dollars over which they have no financial oversight.
10. To approve the budget amendment resolution for unbudgeted overtime for special events.
11. To approve the Claims Committee Reports.

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T. Report of the Park Committee (April 9, 2025).

1. To approve the removal of the playground at St. John's Park and to direct staff to create a future master plan for St. John's Park.
2. _____

To direct staff to add \$11,500 in additional overtime expenses to the 2026 budget to clean all sidewalks under Park Department responsibility within 24 hours of snowfall for consideration by the Finance Department.

3. To approve the masterplan for the Perkins Park Disc Golf/Natural Area.
4. To approve charging a \$50 daily parking fee at Colburn Park on April 24-26, in conjunction with the days of the NFL Draft.
5. To approve the Green Bay Park, Recreation, and Open Space Plan 2025-2029.
6. To approve a Resolution Adopting the Green Bay Park, Recreation, and Open Space Plan 2025-2029.
7. To approve a Resolution authorizing applications for Outdoor Recreation Aids for the East River Emilie Park Nature-Based Flood Resilience & Recreational Access Project.
8. To approve the purchase of (1) New 2026 International MV607 Chassis from International Motors, LLC for a total cost of \$96,763.

U. Report of the Personnel Committee (April 8, 2024).

1. To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Business Support Specialist
 - b. Custodian
 - c. Account Clerk II
 - d. Time Clerk
 - e. Operator I
 - f. Civil Engineer
2. To approve the request to reclassify a Records Clerk position to a Public Records Specialist position and approval to fill the Public Records Specialist position.

V. Report of the Public Arts Commission.

W. Report of the Traffic, Bicycle, and Pedestrian Commission (March 17, 2025).

1. To receive and place on file the February and March 2025 reports by the Police Department on the monthly Traffic Enforcement Unit Traffic Safety Plans.
2. To approve the request by Ald. Johnson to remove the NO PARKING FROM HERE TO CORNER sign near 301-305 S. Maple Avenue and to update the NO PARKING zone to default to the standard setback.
3. To refer to staff the request by Ald. Johnson for the creation of a 15-minute loading zone or PUDO lane as recommended by the 2023 Desman parking study in the 100 block of Pine Street between N. Washington Street and the entrance to CityDeck to conduct a study and report the results at the next Traffic, Bicycle, & Pedestrian Commission meeting.
4. To refer to staff the request by Ald. Grant to address the traffic concerns at the intersection of Sussex Road and Scottwood Drive due to high traffic and safety concerns around Red Smith School during drop-off and pick-up times to conduct a traffic study and report the results at the next Traffic, Bicycle, & Pedestrian Commission meeting.
5. To refer to staff the request by Ald. Grant to conduct a traffic study along Sussex Road near Baywatch Drive and Fagerville Way to determine if full-time City paid crossing guards are needed before future developments take place and report the results at the next Traffic, Bicycle, & Pedestrian Commission meeting.

X. Report of the Sustainability Commission (March 19, 2025).

1. To receive and place on file, *Decarbonizing WI Schools: A Path to Sustainability and Savings*. Presentation slides attached. Informational item.
2. To approve the recommendation of accepting the Sustainable Events Guidance as a voluntary, best-practices resource for city-sponsored events.
3. To refer to staff to evaluate the feasibility of developing a food waste composting pilot program with input from the Sustainability Commission.
4. To receive and place on file the Healthy Habitat for All work group report.

5. To receive and place on file the Youth Engagement work group report.

Y. Report of the Equal Rights Commission

Z. Informational.

- I. Building Report for March 2025

AA. Resolutions.

1. Resolution drawing final orders to contractors for April 15, 2025.
2. Resolution Authorizing Conditional Use Permit at 2400 block of West Mason Street (ZP 25-10)
3. Resolution authorizing to rescind 2024 real estate taxes on parcel 7-520 for Kingdom Agenda Church, Inc on 730 Quincy St for \$4,578.14.
4. Resolution authorizing to rescind 2024 real estate taxes for parcel 7-521 for Kingdom Agenda Church, Inc on 708 Harvey St for \$570.61.
5. Resolution authorizing the refund of 2024 real estate taxes on parcel 8-224 to Open Door Housing, LLC on 728 St George St. for \$4,619.06.
6. Resolution authorizing the budget amendment resolution for unbudgeted overtime for special events.
7. Resolution adopting the Green Bay Park, Recreation, and Open Space Plan 2025-2029.
8. Resolution authorizing applications for Outdoor Recreation Aids for the East River Emilie Park Nature-Based Flood Resilience & Recreational Access Project.
9. Resolution to increase parking rates in public parking ramps during the 2025 NFL Draft from \$1.00/hour - \$12.00/day maximum to \$2.00/hour - \$24.00/day maximum.

BB. Ordinances - First Reading.

1. 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)
2. General Ordinance No. 03-25
An Ordinance Amending Section 44-469(1), Green Bay Municipal Code, Relating to Rummage Sales.
3. Zoning Ordinance No. 08-25
An ordinance creating a Planned Unit Development (PUD) Overlay District for properties located at 300 block of Mather Street (ZP 25-06)

CC. Referral of Petitions & Communications.

DD. 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.

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.

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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,

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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.

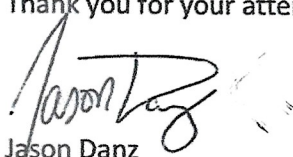
The Fox Valley & Lake Superior Rail System (FOXY) would like to voice our concerns regarding this rezoning request from the aspect of safety and inconsistent land use. First, the 500 Day Street parcel is STILL located within the Quincy Street industrial corridor which is a highly active industrial area, 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:

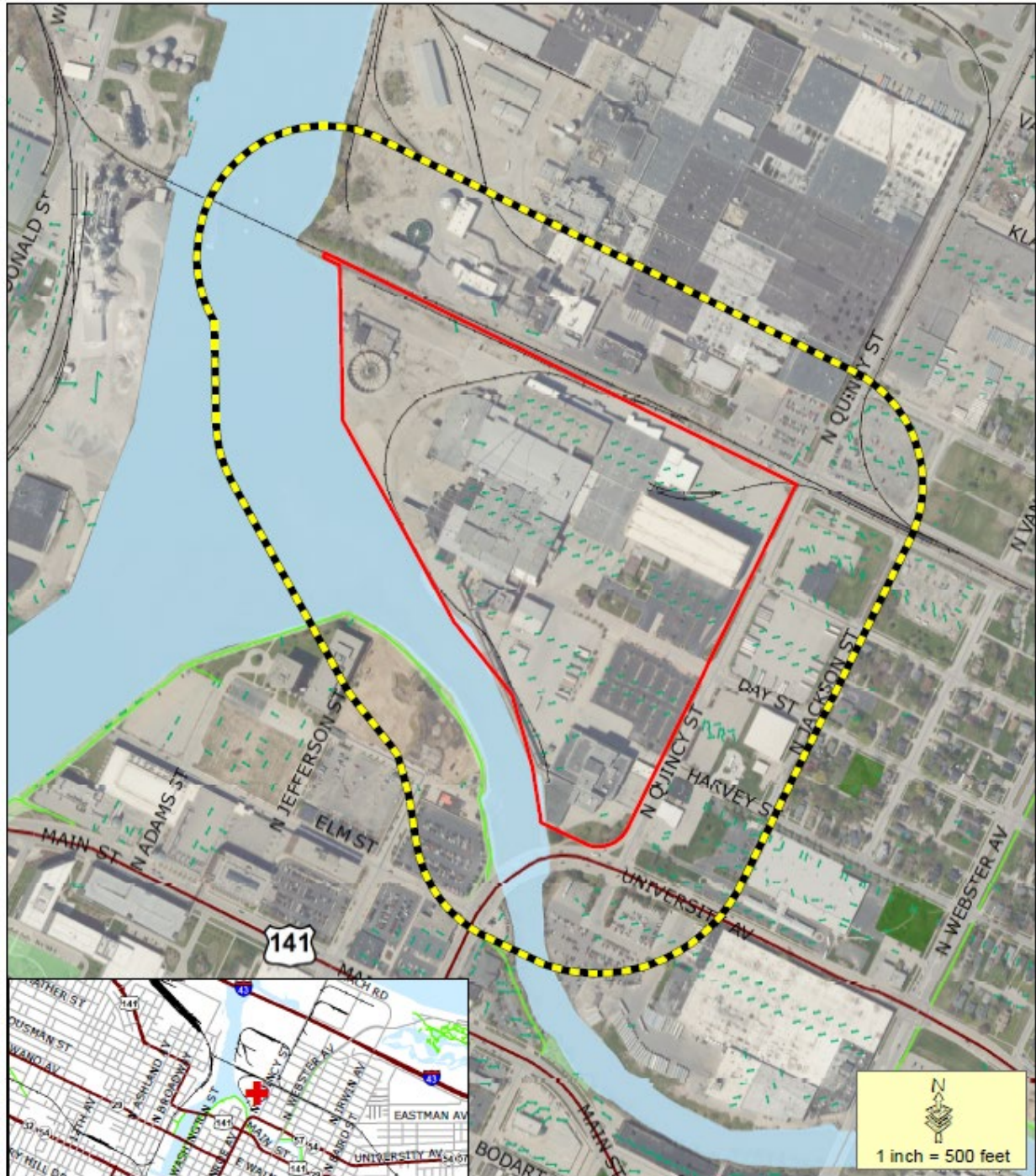
ZONING ORDINANCE NO. 04-25
PAGE 2

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,

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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.

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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,



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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.

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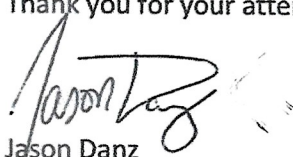
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Jason Danz

General Manager

Fox Valley & Lake Superior Rail System (FOXY)

jdanz@watco.com



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # M.1

To approve Development Agreement 25-03 with One Astor Holdings, LLC for the redevelopment of 100 E. Mason Street and 0 S. Adams Street (Tax Parcels 15-168-A and 15-168-2).

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 may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

One Astor Holdings, LLC ("Developer"), intends to acquire approximately 2.396 acres of land at 100 E. Mason Street and an adjacent non-addressed parcel on S. Adams Street. The developer intends to complete a Project, which includes the construction of a four (4)-story residential structure with approximately one hundred twenty-five (125) market-rate rental units. The Developer's Project is substantially similar to a previous proposal at this site, proposed by Miller Land Investments, LLC, which was approved in November 2019 as DA 19-03, but later terminated in February 2024.

The Project aligns with our Department vision to link and leverage our natural, built, human, and social assets in order to generate valuable products, services, and experiences within the City. It makes our community more safe, productive, accessible, and innovative, for it:

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

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

As of January 1, 2025, the Property has an aggregate assessed value of One Million Thirty Three Thousand Four Hundred Dollars (\$1,033,400.00), which based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:

- \$20,585.33 in total real estate taxes annually (assessed mill rate of \$19.92);
- \$8,391.21 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

Upon completion of the Proposed Project, the City estimates the aggregate assessed property value of the Property to be at least Fifteen Million Five Hundred Thousand Dollars (\$15,500,000.00), which is anticipated to yield approximately:

- \$308,760.00 in total real estate taxes annually (assessed mill rate of \$19.92);
- \$125,860.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

The Developer has requested Pay-As-You-Go (PAYGo) Tax Incremental Financing (TIF) assistance to cover a \$4,500,000.00 funding gap identified in their development pro forma. Therefore, the Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new blight Tax Increment District (“TID 31” or the “TID”), effective January 1, 2025, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approval of Development Agreement 25-03 with One Astor Holdings, LLC for the redevelopment of 100 E. Mason Street and 0 S. Adams Street (Tax Parcels 15-168-A and 15-168-2).

FISCAL IMPACT

The Developer has requested a TIF incentive that includes:

- PAYGo TIF Reimbursement - Eighty percent (80%) of the Available TID Increment to be provided to the Developer until all qualified expenditures have been repaid or until the TID expires or is earlier terminated.
- The City shall not be obligated to pay TIF Incentive in excess of the Tax Incentive Cap of \$4,500,000.00.

No levy dollars will be used for this project.

ATTACHMENTS

- I. One Astor Development Agreement 20250403



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 2025-03

One Astor Holdings, LLC

This Development Agreement is made this _____ day of _____, 2025,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and ONE ASTOR 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:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
15-168-A	100 E. Mason Street	1.738	\$934,440.00
15-168-2	S Adams Street	0.658	\$98,960.00

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately two and three hundred ninety-six thousandths (2.396) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which shall consist of the construction of a four (4)-story residential structure with approximately one hundred twenty five (125) market rate rental units. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2025, the Property has an aggregate assessed value of One Million Thirty Three Thousand Four Hundred Dollars (\$1,033,400.00), which based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:
1. \$20,585.33 in total real estate taxes annually (assessed mill rate of \$19.92);
 2. \$8,391.21 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be Fifteen Million Five Hundred Thousand Dollars (\$15,500,000.00), which is anticipated to yield approximately:
1. \$308,760.00 in total real estate taxes annually (assessed mill rate of \$19.92);
 2. \$125,860.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

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

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

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

I. PURPOSE

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

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

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date. 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 One Million Thirty Three Thousand Four Hundred Dollars (\$1,033,400.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means One Astor Holdings, LLC, or any assignee of the same.
- H. "Exhibits" means the supplementary reference information attached to this development agreement that shall include the following:
1. Exhibit A – Map of the Property
 2. Exhibit B – Legal Description of the Property
 3. Exhibit C – Preliminary Concept Plan
- I. "Plans and Specifications" means the plans and specifications developed for the Project.

- 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.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- N. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. public art; and
 3. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 4. telephone, high-speed cable, and related technology infrastructure; and
 5. natural gas, electrical power, and other public utilities; and
 6. any related engineering, grading, erosion control, and landscaping; and
 7. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- O. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- 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.
- 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.
- 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.

- S. “TID” means the future Tax Increment District that is intended to be created in 2025 by the City of Green Bay. The RDA and the City will ask the Joint Review Board (JRB) to create a Tax Increment District (the ‘TID’), effective January 1, 2025, with a life of 27 years, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the “TID.”
- T. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- U. “TIF Incentive” means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.
- V. “Tax Incentive Cap” means as described and provided for in Section III.C.2 of this Agreement.

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 defined as the following:
 - I. PAYGo Reimbursement. The City shall provide a TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, consisting of eighty percent (80%) of the Available Tax Increment for the Property conditioned upon the following representations by Developer and subject to the following parameters:
 - a) The Developer anticipates spending in excess of Thirty-Seven Million Dollars (\$37,000,000.00) on the Project and guarantees that the Property shall have a minimum aggregate assessed value equal to the Fourteen Million Dollars (\$14,000,000.00) on or before January 1, 2028.
 - b) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - c) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - d) Incremental Property Value multiplied by the assessed mill rate, shall be known as the Available TIF Increment.
 - e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special

charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2027, the TIF Increment would be determined as of January 1, 2028 and the PAYGo reimbursement would first be payable in 2029.

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

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts

due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to July 1, 2025, 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. Any proposed changes in boundaries of the Property
 2. The approximate location of any proposed structures and/or projects to be built on the Property
 3. A preliminary rendering or other illustration of scale of proposed structures and buildings to be constructed on the Property.
- B. Construction Documents. Prior to December 1, 2025, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to December 1, 2025, Developer shall submit an updated Development Budget (provided there have been material changes to the Development Budget previously submitted), prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than Twenty Nine Million Five Hundred Thousand Dollars (\$29,500,000.00) in "hard" construction costs for the entire Project (for purposes of this Agreement, "hard" costs shall include, but not necessarily be limited to, the costs associated with construction management, labor, materials, utilities, land, site preparation, and environmental); and
 2. A line item of not less than five percent (5%) of total "hard" construction costs for the Project and 5% of the "soft" construction costs for the Project (excluding reserves and developer fees) for cost overruns and change orders as total contingency; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and

4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than December 1, 2025, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs.
- G. Proof of Financing. By no later than December 1, 2025, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than December 1, 2025, 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, if property subdivision or combination becomes necessary in the reasonable opinion of the City or Developer and has not yet occurred, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than December 1, 2025. Construction shall be completed no later than January 1, 2028. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer or Sale of Project Property.
 - 1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 - 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that

would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

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.

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

- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
- 4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.
- S. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:
 - 1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
 - b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
 - c) Five hundred thousand dollars (\$500,000.00) policy limit.
 - 2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.
 - 3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.

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

T. General Indemnity.

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

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

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

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

VIII. DEFAULT

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

5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Withholding of TIF Payments. If an Event of Default occurs which remains uncured after any applicable cure period, the City may withhold TIF Funds and/or annual PAYGo Reimbursement payments until the Event of Default is cured and, upon such cure, the TIF Funds and/or PAYGo Reimbursement payments shall resume in full;
 2. Termination. Terminate this Agreement without further notice to Developer;
 3. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
 4. Specific Performance. Sue for specific performance;
 5. Sue for Damages. Sue for all damages caused by the Event of Default;
 6. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 7. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 8. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default,

be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

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

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default; or
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty-three (23) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2048.
- C. Survival of Certain Provisions. Sections III. B. I. d), 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. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.
- B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- E. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to June 1, 2025, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 2. Upon receipt if hand-delivered to the party or person intended; or
 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
 4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

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

To the City:	City of Green Bay Attn: City Clerk 100 North Jefferson Street Green Bay, WI 54301 e-mail: celestine.jefferys@greenbaywi.gov
To RDA:	Redevelopment Authority of the City of Green Bay Attention: Executive Director 100 North Jefferson Street, Room 608 Green Bay, WI 54301 e-mail: cheryl.renier-wigg@greenbaywi.gov
To the Developer:	One Astor Holdings, LLC Attention: Derek Liebhauser 2065 American Drive, Suite A Neenah, WI 54956 e-mail: derek@sparkdevco.com

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

- K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- L. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- M. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- N. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- O. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- P. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and

shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).

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

[Signature pages follow]

Signature page 1 of 3

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

**DEVELOPER:
ONE ASTOR HOLDINGS, LLC**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2025, the above named _____, a member of ONE ASTOR 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 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
ONE ASTOR HOLDINGS, LLC

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2025, the above named
_____ and _____, on behalf of the City of Green Bay,
a Wisconsin municipal corporation, to me known to be the person who executed the foregoing
instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
ONE ASTOR HOLDINGS, LLC

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2025, the above named
_____ and _____, on behalf of the Redevelopment
Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

EXHIBIT A Property Map

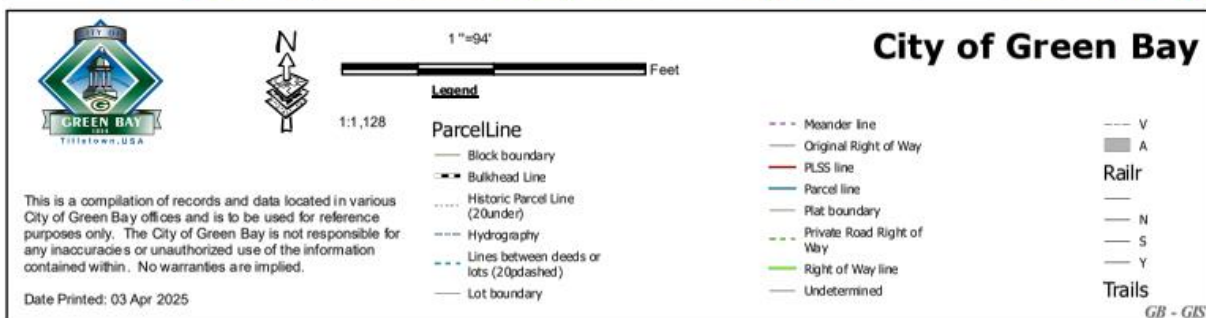


EXHIBIT B
Legal Description

Parcel 15-168-A

LOT 1 OF 11 CSM 99 MAP 2379 IN 976872 BNG PRT OF LOTS 1-8 BLK 6 PLAT OF ASTOR

Parcel 15-168-2

LOT 2 OF 11 CSM 99 MAP 2379 IN 976872 BNG PRT OF LOTS 1 THRU 8 BLK 6 PLAT OF
ASTOR

[illegible]

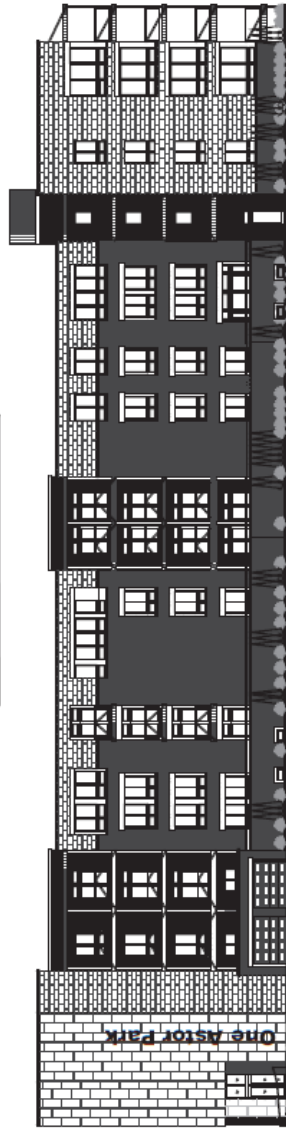
MATERIAL NOTES	
A	4" x 1/2" OF PANELS OF POLISHED LUPSTONE
B	2" x 1" x 1/2" FLORENCE STONE ZIRCON MARBLE
C	ELOBOAGO BRICK - CHEERS (REDUCE)
D	ELOBOAGO BRICK - CHEERS (INFORMED)
E	ELOBOAGO BRICK - CHEERS (LARGO)
F	ELOBOAGO BRICK - CHEERS (LARGO)
G	EXPLODED BOLT AS APPLICABLE
H	HAITE VINYL (REDUCE)
I	ANCHORED ALUMINUM STRONGHOLD
J	CONCRETE LAMPPIRE BRIDGES

**PRELIMINARY
NOT FOR CONSTRUCTION**



ADAMS STREET ELEVATION
SCALE: 3/32" = 1'-0"

TOTAL UNITS		STATISTICS	
UNIT TYPE	NUMBER OF UNITS PER FLOOR	PER TOTAL FLOOR	
1-BEDROOM	5	10.00%	
2-BEDROOM	13	26.00%	
3-BEDROOM	44	88.00%	
4-BEDROOM	0	0.00%	
5-BEDROOM	0	0.00%	
6-BEDROOM	0	0.00%	
7-BEDROOM	0	0.00%	
8-BEDROOM	0	0.00%	
9-BEDROOM	0	0.00%	
10-BEDROOM	0	0.00%	
11-BEDROOM	0	0.00%	
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96-BEDROOM	0	0.00%	
97-BEDROOM	0	0.00%	
98-BEDROOM	0	0.00%	
99-BEDROOM	0	0.00%	
100-BEDROOM	0	0.00%	
TOTAL	62	100.00%	



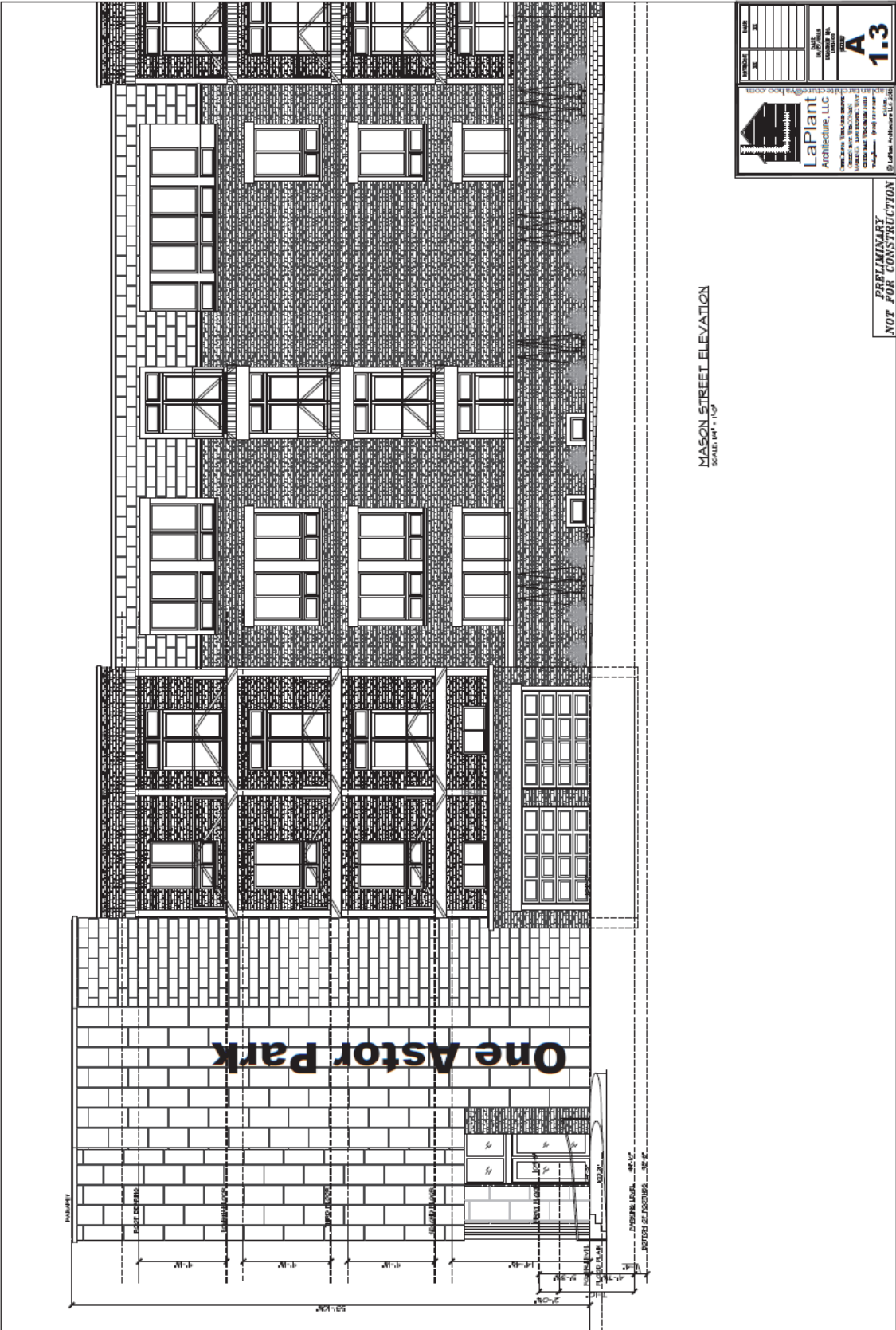
MASON STREET ELEVATION
SCALE: 3/32" = 1'-0"

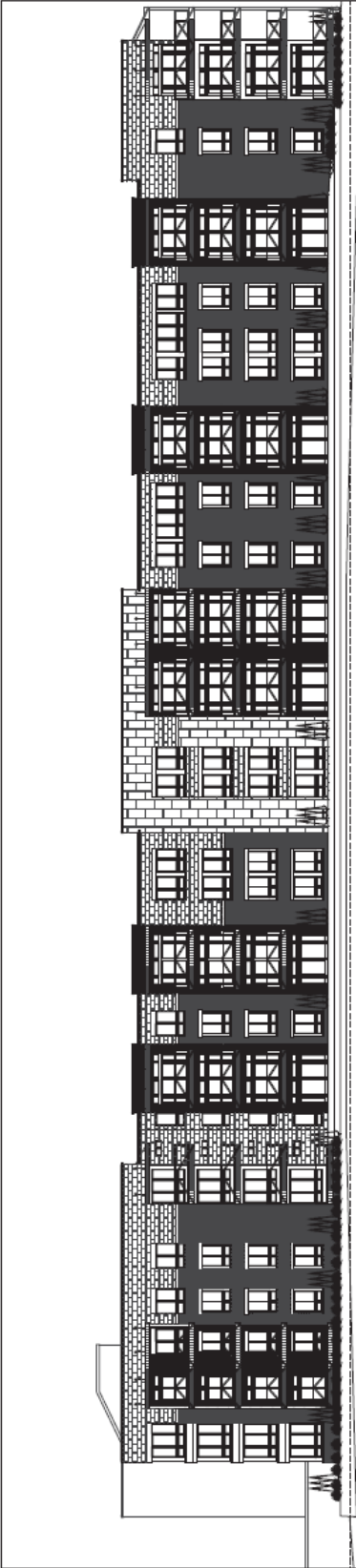
LaPlant
Architecture, LLC

10000 N. 10th Avenue, Suite 100
Denver, CO 80231
Phone: 303.733.1111
Fax: 303.733.1112
Email: info@lapiant.com

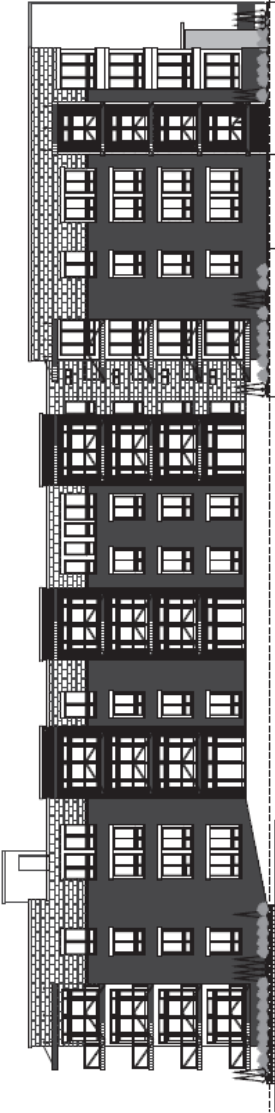
DATE: 10/1/2014
BY: JPL
CHECKED BY: JPL
SCALE: 1/2" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION





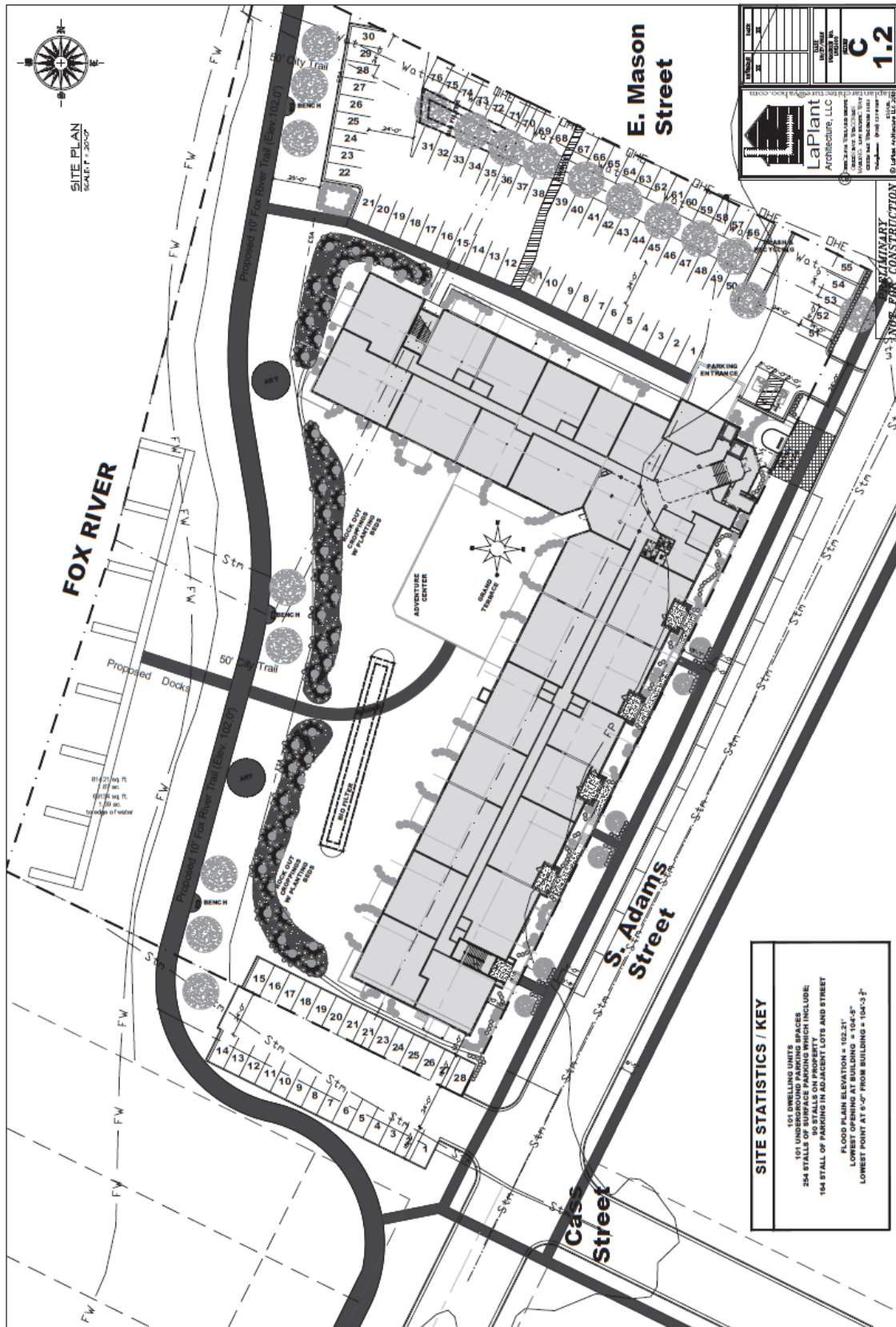
RIVERFRONT ELEVATION
SCALE: 3/32" = 1'-0"



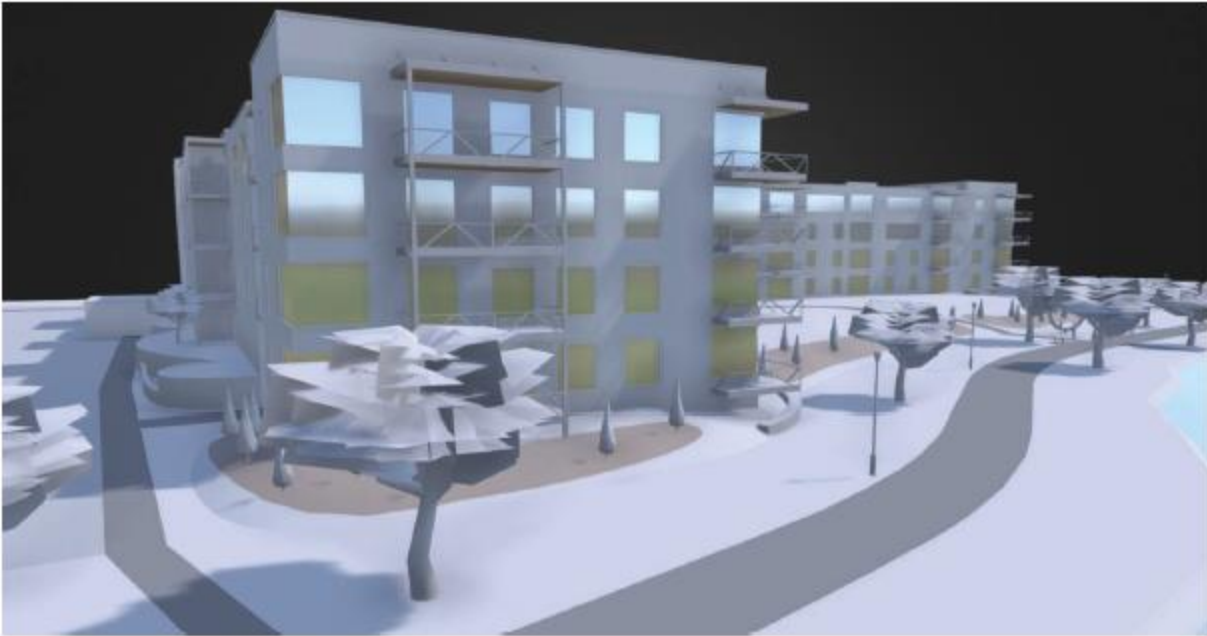
SOUTH ELEVATION
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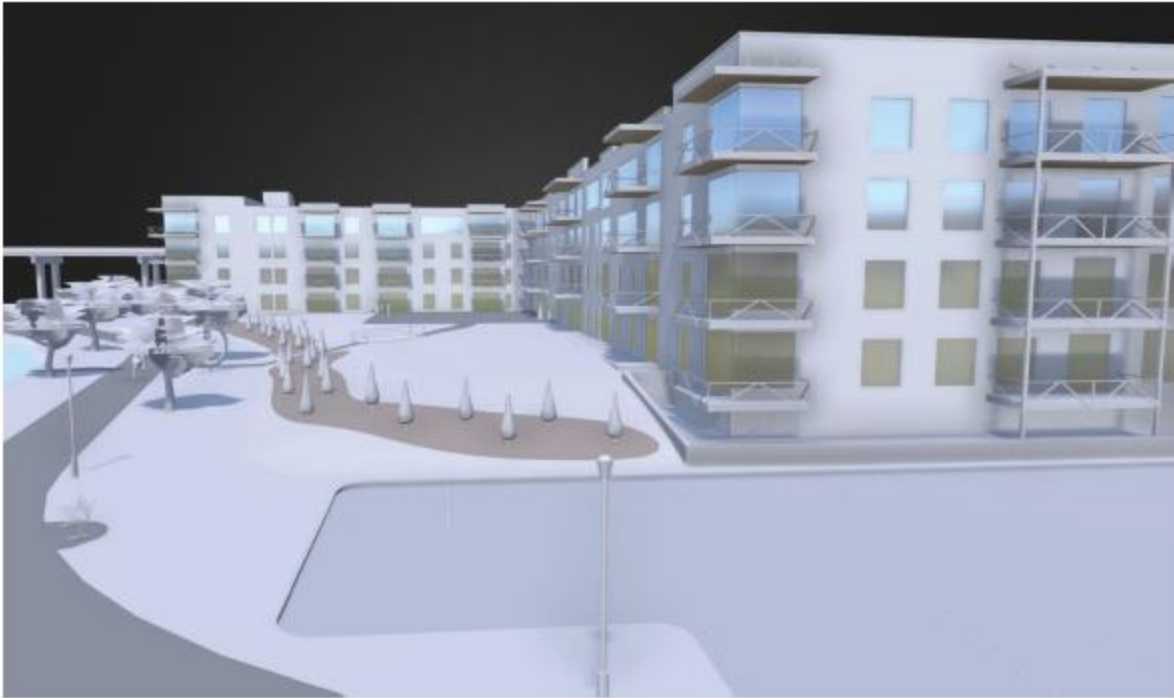
 LaPlant Architecture, LLC ARCHITECTS & INTERIORS 1000 N. 10TH STREET, SUITE 1000, DENVER, CO 80202 TEL: 303.733.1100 FAX: 303.733.1101 WWW.LAPLANTARCHITECTURE.COM		A 1.4
DATE BY CHECKED APPROVED	PROJECT NO. DATE	

PRELIMINARY
NOT FOR CONSTRUCTION











Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # M.2

To approve the first amendment to Development Agreement 24-06 with Living Downtown LLC, for the redevelopment of 425 Pine Street (Tax Parcel 11-139) and authority for the Director to approve a collateral assignment, subject to legal review.

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 may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

In November 2024, the Redevelopment Authority (RDA) and City of Green Bay granted approval for Development Agreement 24-06 with Living Downtown LLC for a project at 425 Pine Street. The agreement authorized Tax Increment Financing (TIF) assistance to support the rehabilitation and conversion of an existing seven-story office building into a mixed-use building with approximately fifty-five (55) market-rate rental housing units on floors three (3) through seven (7). Existing commercial uses on floors one (1) and two (2) were planned to remain as commercial uses.

Per the approved Development Agreement, the City would provide an 85 percent PAYGo TIF incentive if the redevelopment created an aggregate assessed property value of at least \$8,000,000 by January 1, 2026. A tax incentive cap of \$4,102,000 was established, matching the Developer's identified funding gap in their capital stack.

Since the approval of the original Development Agreement, the Developer has decided to increase the scope of the project, resulting in an increase in project costs and minor increases to the project timeline. Additionally, changes in interest rates and project financing have resulted in a larger funding gap in the capital stack. The Developer has requested an amendment to the Development Agreement to incorporate the following changes:

- Update the project description to include the existing second floor commercial space in the residential conversion project, increasing the number of market-rate apartments from 55 units to 66 units.
- Revise benchmark deadline dates by two months; however, maintaining the January 1, 2026 deadline for obtaining certificates of occupancy.
- Increase the Tax Incentive cap from \$4,102,000 to \$7,000,000; however, maintaining the TIF PAYGo percentage at 85%.

RECOMMENDATION

Approval of the first amendment to Development Agreement 24-06 with Living Downtown LLC, for the redevelopment of 425 Pine Street (Tax Parcel 11-139) and authority for the Director to approve a collateral

assignment, subject to legal review.

FISCAL IMPACT

The original Development Agreement required a minimum property valuation of at least \$8,000,000, offering the developer 85 percent of the anticipated increment through the PAYGo TIF incentive period, which is projected to be at least \$2,349,000. A Tax Incentive Cap was established at \$4,102,000 to close the Developer's funding gap identified at that time.

The proposed amendment maintains the minimum guaranteed property valuation of \$8,000,000 as well as the 85 percent of the anticipated increment through the PAYGo TIF incentive period. However, the Tax Incentive Cap would be increased from \$4,102,000 to \$7,000,000 to close the developer's increased funding gap. The change in project scope, to convert the second story commercial space to 11 residential units, is not expected to significantly impact the assessed property value.

ATTACHMENTS

1. First Amendment to 24-06 DA 20250407
2. DA 24-06 425 Pine AMEND REDLINES 20250407

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 24-06
425 PINE STREET REDEVELOPMENT

This Development Agreement is made this ____ day of ____, 2025,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and LIVING DOWNTOWN, a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, Developer has agreed to redevelop property located at 425 Pine Street (Tax Parcel 11-139), hereinafter defined as the "Project Site"; and

WHEREAS, the Parties entered into a Development Agreement 24-06 dated November 12, 2024, relating to the Project Site; and

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

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

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

- I. Amendments. The Development Agreement as previously approved on November 12, 2024, is hereby amended as follows:
 - a. In Section C of the Recitals, delete "fifty-five (55) market rate rental housing units" and replace with "sixty-six (66) market rate rental housing units". Also delete "floors one (1) and two (2)" and replace with "floor one (1)".
 - b. In Section D of the Recitals, delete both instances of "2024" and replace with "2025".
 - c. In Section D.1 of the Recitals, delete "Twenty-four thousand seven hundred sixty dollars (\$55,341.00) in total gross real estate taxes annually (assessed mill rate of \$19.34)" and replace with "Fifty-seven thousand and one dollar (\$57,001.00) in total gross real estate taxes annually (assessed mill rate of \$19.92)".
 - d. In Section D.2 of the Recitals, delete "Nine thousand nine hundred forty seven thousand dollars (\$22,234.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77)" and replace with "Twenty-three thousand

two hundred thirty five dollars (\$23,235.38) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12)".

- e. In section E.1. of the Recitals, delete "One hundred eighty-five thousand six hundred and sixty-four dollars (\$185,664.00)" and replace with "One hundred ninety-one thousand two hundred thirty-two dollars (\$191,232.00)". Also, delete "19.34" and replace with "19.92".
- f. In section E.2. of the Recitals, delete "Seventy four thousand five hundred ninety two dollars (\$74,592.00)" and replace with "Seventy-seven thousand nine hundred fifty-two dollars (\$77,952.00)". Also, delete "\$7.77" and replace with "\$8.12".
- g. In Section III.C.2 Tax Incentive Cap, delete "Four Million One Hundred Two Thousand Dollars (\$4,102,000.00)" and replace with "seven million dollars (\$7,000,000.00)."
- h. In Section IV.B, delete "April 1, 2025" and replace with "June 1, 2025".
- i. In Section IV.C, delete "April 1, 2025" and replace with "June 1, 2025".
- j. In Section IV.C.1, delete "Ten Million Dollars (\$10,000,000.00)" and replace with "Twelve Million Dollars" (\$12,000,000.00)".
- k. In Section IV.F, delete "April 1, 2025" and replace with "June 1, 2025".
- l. In Section IV.G, delete "April 1, 2025" and replace with "June 1, 2025".
- m. Create new Section X.U and insert "Amendment. This Agreement may only be amended by a written instrument executed by both Parties, except as otherwise provided herein. The Agreement and all subsequent amendments shall supersede and renders null and void any prior agreements between the parties and constitutes the Parties' complete agreement."
- n. Replace Exhibit C, Preliminary Concept Plan with attached revised Preliminary Concept Plan

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

Signature page 1 of 3

DEVELOPER: Living Downtown, LLC

Print Name and Title[illegible]

✱

My Commission Expires _____

Signature page 2 of 3

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

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2025, the above named _____ and _____, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 3 of 3

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

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2025, the above named _____ and _____, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 24-06
425 PINE STREET REDEVELOPMENT

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

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
11-139	425 Pine Street	1.35	\$2,861,500.00

- B. The parcels listed above, along with any public property to be vacated, shall be referred to as the "Property." The Property comprises approximately one and thirty five hundredths (1.35) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which includes the rehabilitation of an existing office building into a mixed-use building with approximately ~~fifty-five (55)~~ sixty-six (66) market rate rental housing units on floors ~~three (3)~~ two (2) through seven (7). Existing commercial uses on ~~floors one (1) and two (2)~~ floor one (1) will be retained as commercial uses. The Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, ~~2024~~ 2025, the Property has an aggregate assessed value of two million eight hundred sixty one thousand and five hundred dollars (\$2,861,500.00) which based on the assessed tax rates in effect as of January 1, ~~2024~~ 2025, the Property yields approximately:
- ~~Twenty-four thousand seven hundred sixty dollars (\$55,341.00)~~ Fifty-seven thousand and one dollar (\$57,001.00) in total gross real estate taxes annually (assessed mill rate of \$19.3492); and
 - ~~Nine thousand nine hundred forty seven thousand dollars (\$22,234.00)~~ Twenty-three thousand two hundred thirty five dollars (\$23,235.38) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.778.12).
- E. Upon completion of Project, the City estimates the aggregate assessed property value of the Property to be at least nine million six hundred thousand dollars (\$9,600,000.00), which is anticipated to yield additional real estate taxes of approximately:

1. ~~One hundred eighty five thousand six hundred and sixty four dollars (\$185,664.00)~~ One hundred ninety-one thousand two hundred thirty-two dollars (\$191,232.00) in total gross real estate taxes annually (assessed mill rate of \$19.3492); and
2. ~~Seventy-four thousand five hundred ninety two dollars (\$74,592.00)~~ Seventy-seven thousand nine hundred fifty-two dollars (\$77,952.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.778.12).

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

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

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall

not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

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

II. DEFINITIONS; EXHIBITS

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

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

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

- R. “Special Assessment” means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- S. “Special Charge” means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- T. “Tax Increment” means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year’s equalized value of all taxable property in the TID.
- U. “TID” means the future Tax Increment District to be created in 2025 by the City of Green Bay, The RDA and the City will ask the Joint Review Board (JRB) to create a Tax Increment District (the ‘TID’), effective January 1, 2025, with a life of 27 years, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the “TID.”
- V. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- W. “TIF Incentive” means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.
- X. “Tax Incentive Cap” means as described and provided for in Section III.C.2 of this Agreement.

III. FINANCIAL ASSISTANCE

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

of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.

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

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

- 1. Monetary Limitation. The TIF Incentive in any year shall not exceed Eighty-Five Percent (85%) of the Available Tax Increment for the Property.
- 2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of ~~Four Million One Hundred Two Thousand Dollars (\$4,102,000.00)~~ seven million dollars (\$7,000,000.00).
- 3. The City shall not be obligated to pay TIF Incentives in excess of the total amount of Qualified Expenditures incurred and paid by Developer.
- 4. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
- 5. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, an

provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID. The City and RDA shall take no action to close, dissolve or terminate the TID, unless otherwise required by law or by determination of the Wisconsin Department of Revenue, before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement.

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

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to December 1, 2024, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this agreement. The Concept Plan shall clearly identify:
1. Any proposed changes in boundaries of the Property
 2. A preliminary rendering or other illustration of scale of proposed structures and buildings
- B. Construction Documents. Prior to ~~April-June~~ April-June 1, 2025, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to ~~April-June~~ April-June 1, 2025, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than ~~Ten-Twelve~~ Ten-Twelve Million Dollars (~~\$1012~~,000,000) in “hard” construction costs for the entire Project; and
 2. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; and

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

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

2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- O. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- P. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
 3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or

hereafter in effect relating to environmental matters (collectively, “Environmental Laws”); and

- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

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

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

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

- c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
- 4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
- 5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. Q. 1. to IV Q. 3. above.
- 6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
- 7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

R. General Indemnity.

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

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency,

reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

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

VIII. DEFAULT

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

4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Withholding of TIF Payments. If an Event of Default occurs which remains uncured after any applicable cure period, the City may withhold TIF Funds and/or annual PAYGo Reimbursement payments until the Event of Default is cured and, upon such cure, the TIF Funds and/or PAYGo Reimbursement payments shall resume in full;
 2. Termination. Terminate this Agreement without further notice to Developer;
 3. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach, including withholding of PayGo payments to the Developer until temporary defaults are remedied to the satisfaction of the City.;
 4. Specific Performance. Sue for specific performance;
 5. Sue for Damages. Sue for all damages caused by the Event of Default;
 6. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 7. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 8. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter

reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.

- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
 - 1. All Qualified Expenditures have been repaid in full by Tax Increment;
 - 2. The City closes and terminates the TID;
 - 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 - 4. This Agreement is terminated because of an Event of Default;
 - 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall terminate upon expiration of the TID.
- C. Survival of Certain Provisions. Sections III. B. 3., III. B. 6., III. D., IV. E., IV. H., IV. J., IV. N. 2., IV. R., IV. S. 2., IV. U., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. C., X. D., X. H., X. K., X. N., X. P., X. Q., and X. T. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.
- B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.

- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- E. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to December 31, 2024 any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:

1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
2. Upon receipt if hand-delivered to the party or person intended; or
3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

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

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

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

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

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

- K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- L. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- M. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- N. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.

- O. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- P. Priority Over Subsequent Liens. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. Developer's obligations stated herein shall be secured through maintained ownership of other property located within the future TID, currently known as Parcel 6H-1110-8, which may be modified through future development agreements. Owner warrants and represents that there will not be any mortgage or any other lien against Parcel 6H-1110-8 at the time this Development Agreement is recorded other than mortgages for the purchase of Parcel 6H-1110-8 and to finance costs of constructing a future redevelopment of Parcel 6H-1110-8.
- Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- S. Due Authority. Developer shall provide to the City and RDA a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions.
- T. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.
- U. Amendment. This Agreement may only be amended by a written instrument executed by both Parties, except as otherwise provided herein. The Agreement and all subsequent amendments shall supersede and renders null and void any prior agreements between the parties and constitutes the Parties' complete agreement.

[Signature pages follow]

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

Print Name and Title

[illegible]

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

Signature page 2 of 3

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

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 3

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

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

EXHIBIT A Property Map

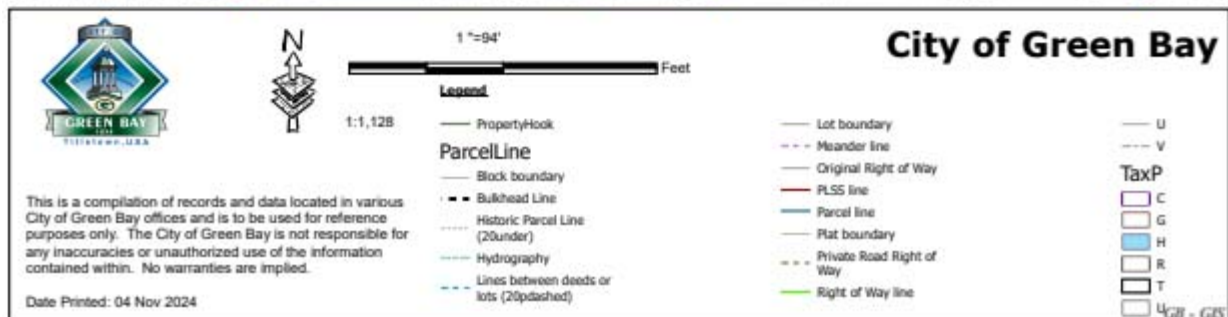
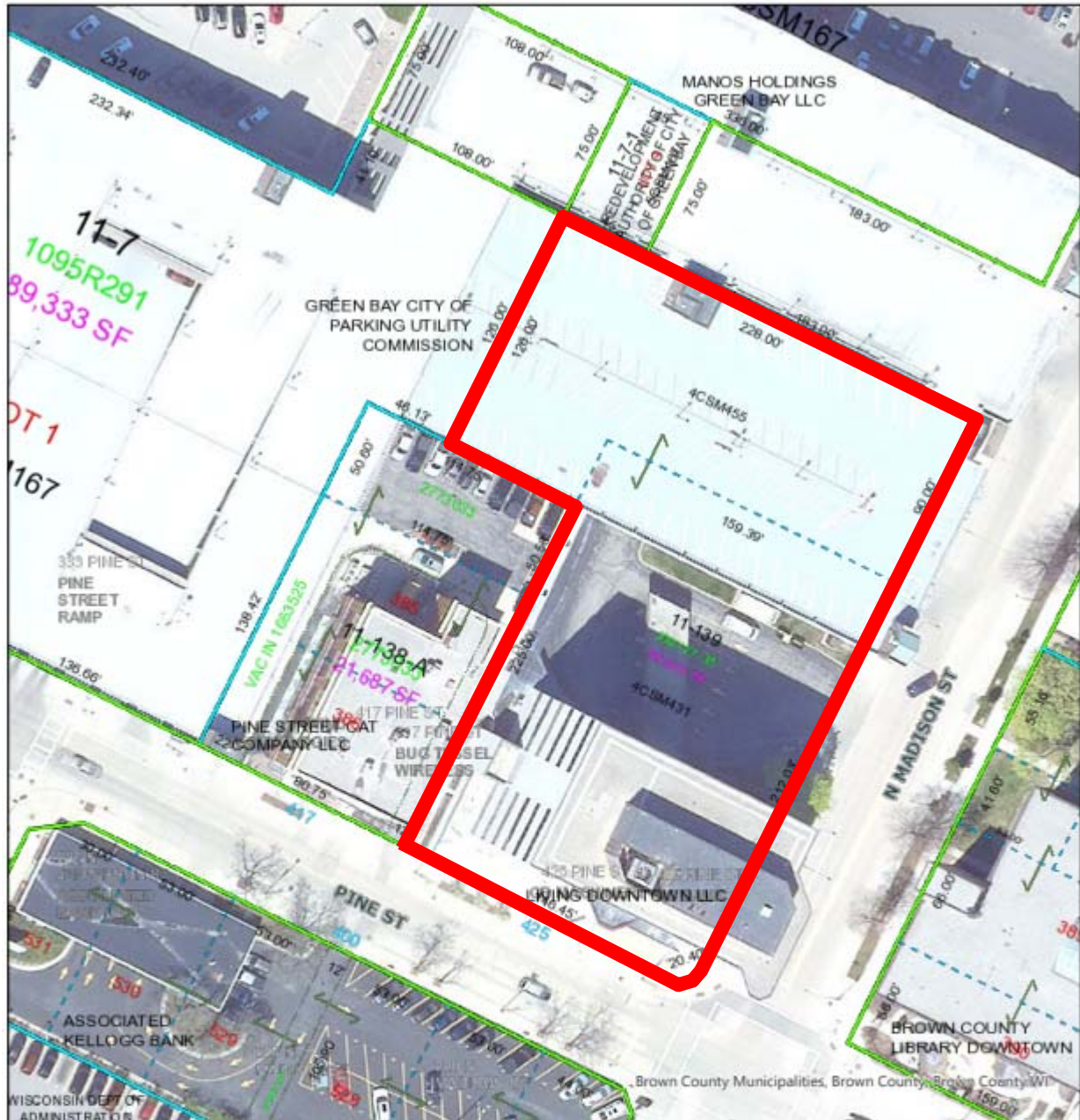
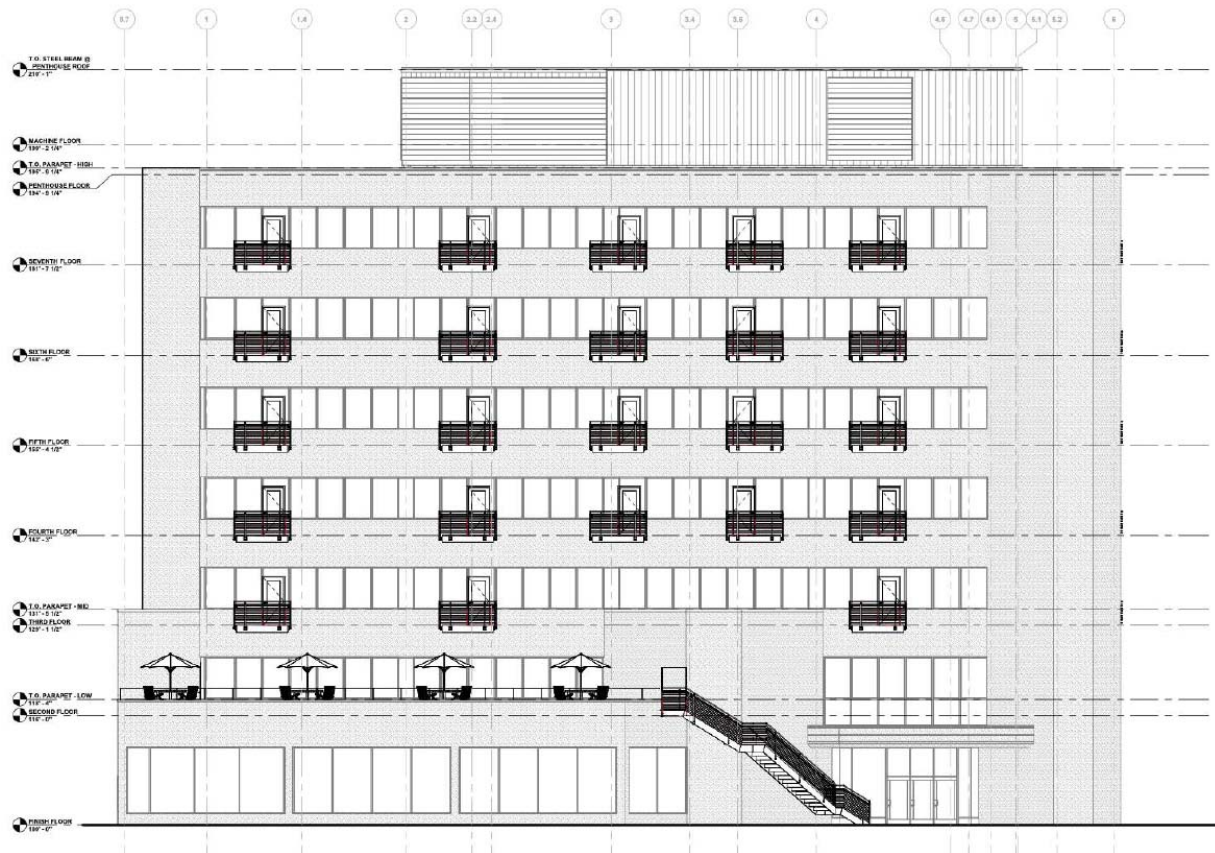


EXHIBIT B
Legal Description

Parcel 11-139

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

EXHIBIT C
Amended Preliminary Concept Plan



425 Pine St

US Bank Building:
Tax Assessment

Redevelopment:
 Office Conversion to
 Mixed Use
 Multi-Family

66 Suites

Affordability Component
 Quality Finishes



425 PINE STREET

GREEN BAY, WISCONSIN

Unit Mix & Building Program

Program

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



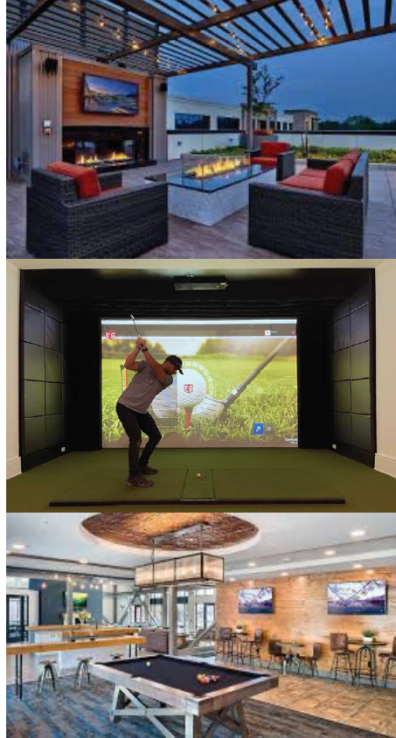
Proposed Finishes



Apartment Finishes:

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

Proposed Property Amenities



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

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



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # M.3

To approve Development Agreement 2025-04 with Moski Corp. for a development project at 1116 Hobart Drive and 0 Hobart Drive (Tax Parcels 6H-1110-1 and 6H-1110-19) with \$450,000.00 of TIF assistance, contingent upon a satisfactory review of the development pro forma and a positive recommendation from the City's finance consultant.

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 may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

Moski Corp. ("Developer") intends to complete a multi-family development that includes approximately thirty (30) market-rate rental units on an undeveloped 1.15-acre site located at 1116 Hobart Drive. The Project aligns with our Department's vision to link and leverage our natural, built, human, and social assets in order to generate valuable products, services, and experiences within the City. It makes our community more safe, productive, accessible, and innovative, for it:

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

As of January 1, 2025, the Property has an aggregate assessed value of \$176,400.00. Based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:

- \$3,514.00 in total gross real estate taxes annually (assessed mill rate of \$19.92); and
- \$1,432.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

Upon completion of the Project, the City Assessor estimates the aggregate assessed value of the Property to be \$3,000,000.00, which is anticipated to yield real estate taxes of approximately:

- \$59,760.00 in total gross real estate taxes annually (assessed mill rate of \$19.92); and
- \$24,360.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

The Developer has requested Pay-As-You-Go (PAYGo) Tax Incremental Financing (TIF) assistance to cover a \$450,000.00 funding gap identified in their development pro forma. Therefore, the Project is not viable but

for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District Number Twenty-Six: Southwest Woods (“TID 26” or the “TID”), which may provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve Development Agreement 2025-04 with Moski Corp. for a development project at 1116 Hobart Drive and 0 Hobart Drive (Tax Parcels 6H-1110-1 and 6H-1110-19) contingent upon a satisfactory review of the development pro forma and a positive recommendation from the City's finance consultant.

FISCAL IMPACT

The Developer has requested a TIF incentive that includes:

- PAYGo TIF Reimbursement - Eighty percent (80%) of the Available TID Increment to be provided to the Developer until all qualified expenditures have been repaid or until the TID expires or is earlier terminated.
- The City shall not be obligated to pay TIF Incentive in excess of the Tax Incentive Cap of \$450,000.00.

No levy dollars will be used for this project.

ATTACHMENTS

- I. Hobart Multifamily Development Agreement 4.08.2025



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 2025-04

1116 HOBART DRIVE MULTIFAMILY DEVELOPMENT

This Development Agreement is made this _____ day of _____, 2025,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and MOSKI CORP., a Wisconsin limited liability company ("Developer").

RECITALS

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

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

- B. The parcels listed above, shall be referred to as the "Property." The Property comprises approximately one and fifteen hundredth (1.15) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which includes the construction of a multi-family development with approximately thirty (30) market-rate rental units. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2025, the Property has an aggregate assessed value of \$176,400, which based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:
1. Three thousand five hundred fourteen dollars (\$3,514) in total real estate taxes annually (assessed mill rate of \$19.92);
 2. One thousand four hundred thirty-two dollars (\$1,432) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be three million dollars (\$3,000,000), which is anticipated to yield approximately:
1. Fifty-nine thousand seven hundred sixty dollars (\$59,760) in total real estate taxes annually (assessed mill rate of \$19.92);
 2. Twenty-four thousand three hundred sixty dollars (\$24,360) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

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

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

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 one hundred seventy-six thousand four hundred dollars (\$176,400).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means MOSKI CORP., or any assignee of the same.
- H. "Exhibits" mean the supplementary reference information attached to this Development Agreement that shall include the following:
1. Exhibit A - Map of the Property
 2. Exhibit B – Legal Description of the Property
 3. Exhibit C – Concept Plan
- I. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- J. "Plans and Specifications" means the plans and specifications developed for the Project.

- K. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- L. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- M. "Project" means the Project as defined in the Recitals.
- N. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; artisanal statement lighting, video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- O. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- P. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 2.
- Q. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- R. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- S. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.

- T. “TID” means Tax Increment District Number Twenty-Six (“TID 26” or the “TID”), 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 26 in 2024; TID 26 terminates in 2051.
- U. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- V. “TIF Incentive” means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
 - d) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2026, the TIF Increment would be determined as of January 1, 2027 and the PAYGo reimbursement would first be payable in 2028.
 - 2. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
 - a) Public Improvements, as defined in Section II.O., and environmental remediation, and asbestos abatement as required by State and Federal law; then

- b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. D; then
 - c) Any other activity specifically approved by the City or RDA.
 - 3. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.
- C. Limitations. The TIF Incentive available to Developer for the Project is limited as follows:
- 1. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty (80%) of the Available Tax Increment for the Property.
 - 2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of four hundred fifty thousand dollars (\$450,000) or the total amount of Qualified Expenses incurred and paid by Developer.
 - 3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
 - 4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.
- D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to July 1, 2025, 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 Developer shall submit a concept plan detailing the proposed Project improvements, including building elevations facing the public right-of-way. Building facades facing public

streets must be designed to enhance street interaction and visual appeal. The Developer shall grant the City any necessary easements for public improvements, infrastructure, ingress and egress, utilities, lighting, landscaping, or other essential access. All site and building plans are subject to review and approval by the City to ensure compliance with federal, state, and municipal code requirements.

- B. Construction Documents. Prior to July 1, 2025, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
- I. Developer shall submit all construction contracts, architectural drawings and plans and specifications for the improvements to be made. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.
- C. Development Budget. Prior to July 1, 2025, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
- I. Not less than three million nine hundred thousand dollars (\$3,900,000) in “hard” construction costs for the entire Project; and
 2. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may

submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
 - 1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 - 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 - 3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than May 1, 2025, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than May 1, 2025, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- I. Certified Survey Map. 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.
- J. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- K. 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 December 31, 2025. Construction shall be completed and certificates of occupancy shall be obtained no later than December 31, 2026. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

- L. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- M. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- N. 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.
- O. Transfer or Sale of Project Property.
1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- P. 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.
- Q. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
 3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and
 - b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
 4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.
- R. 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:
- I. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;

- b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
 - c) Five hundred thousand dollars (\$500,000.00) policy limit.
- 2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.
- 3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
- 4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
- 5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
- 6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of

its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

S. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably

withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
- M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

VIII. DEFAULT

A. Developer Default. Each of the following shall be an Event of Default by Developer:

- 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
- 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
- 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
- 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
- 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
- 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.

B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:

- 1. 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.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default; or

5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty-three (23) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2048.
- C. Survival of Certain Provisions. Sections III. B. I. d), 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. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.
- B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- E. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance

was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to , any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 2. Upon receipt if hand-delivered to the party or person intended; or
 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
 4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

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

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

To RDA: Redevelopment Authority of the City of Green Bay
Attention: Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301
e-mail: Cheryl.Renier-Wigg@greenbaywi.gov
facsimile: 920-448-3426

To the Developer: MOSKI CORP.
Attention: Connor Kosmoski
1210 Main Street
Green Bay, WI 54302
e-mail: connor@kosmanagement.com

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

- K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- L. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- M. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- N. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- O. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- P. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- S. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.
- T. Due Authority. Developer shall provide to the City a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions.

[Signature pages follow]

Signature page 1 of 3

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

**DEVELOPER:
MOSKI CORP.**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2025, the above named _____, a member of MOSKI CORP., a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

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

By: _____
Eric Genrich, Mayor

ACKNOWLEDGMENT

Personally came before me this _____ day of _____ 2025, the above named _____ and _____, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

page 21 of 26

Signature page 3 of 3

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

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2025, the above named
_____ and _____, on behalf of the Redevelopment
Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

[illegible]

EXHIBIT B
Legal Description

Parcel 6H-1110-1

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

Parcel 6H-1110-19

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

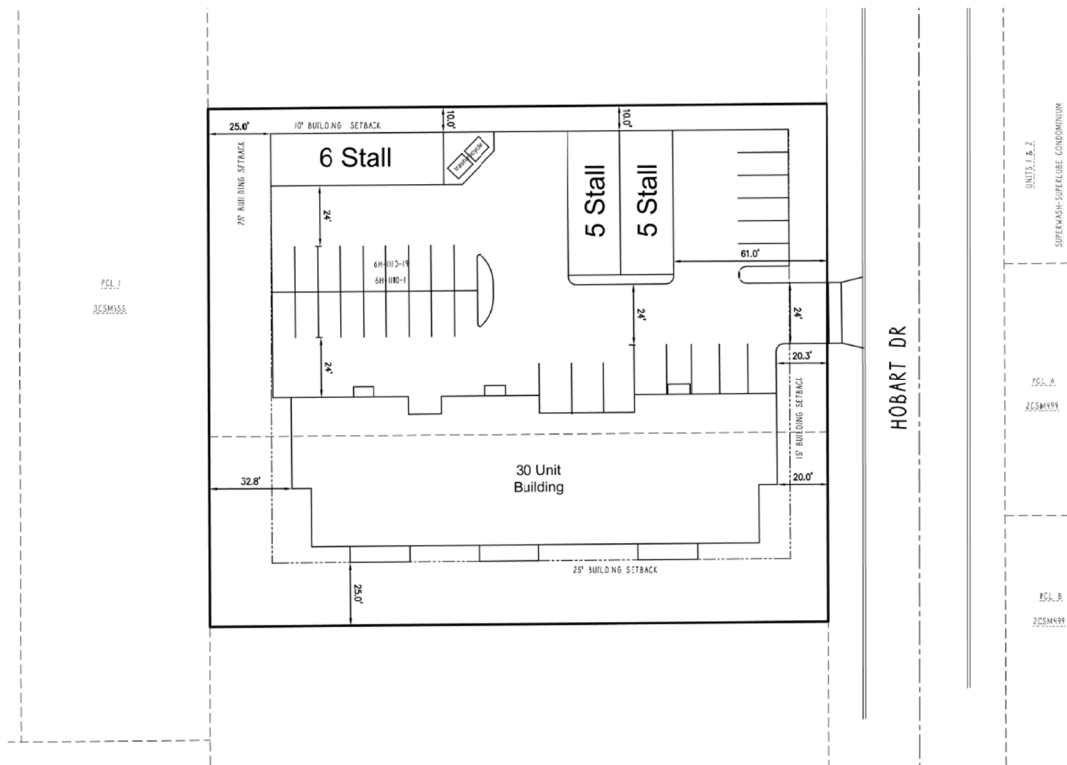
112 BUILDING
30 Unit 3 Story

112 BUILDING
30 Unit 3 Story

Duquaine Development
Robert Dr
112 Pods Green Bay, Wisconsin

LaPlant Architecture, LLC
Architect

112 BUILDING
30 Unit 3 Story





East facing Hobart Drive



North facing



South facing



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # N.I

To approve the request by Ald. Prestley to conduct a street light study on Wisconsin Avenue previously held at the February 26, 2025, Improvement & Services Committee meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Wisconsin Lighting
2. East Shore Drive Lighting
3. Lighting General East Shore Drive
4. Street Light Study Signature



Existing WPS power pole 130 feet north of East Shore Drive. Wisconsin Avenue is 250 feet from East Shore Drive to its norther terminus.



To request a street light study on Wisconsin Avenue

1 in = 50 ft

Recommendation - Wisconsin Avenue is like many of short seagments of roadways north of East Sore Drive that does not have streetlighting. Since Wisconsin Avenue is only 250 feet in length and only serves as an access to 4 homes not general motoring traffic our recommendation is to not install a streetlight.



To request a street light study on Wisconsin Avenue

1 in = 300 ft

Background - City light spacing is 300 feet. None of the State Streets north of East Shore Drive has lighting as the blocks are short and used to access homes not general motoring traffic. The intention of roadway lighting is to light roadway not residential lots.



To request a street light study on Wisconsin Avenue

1 in = 50 ft

Recommendation - Wisconsin Avenue is like many of short seagments of roadways north of East Sore Drive that does not have streetlighting. Since Wisconsin Avenue is only 250 feet in length and only serves as an access to 4 homes not general motoring traffic our recommendation is to not install a streetlight.



To request a street light study on Wisconsin Avenue

Background - City light spacing is 300 feet. None of the State Streets north of East Shore Drive has lighting as the blocks are short and used to access homes not general motoring traffic. The intention of roadway lighting is to light roadway not residential lots.

1 in = 300 ft



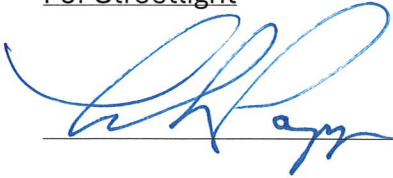
To request a street light study on Wisconsin Avenue

Recommendation - Wisconsin Avenue is like many of short segments of roadways north of East Sore Drive that does not have streetlighting. Since Wisconsin Avenue is only 250 feet in length and only serves as an access to 4 homes not general motoring traffic our recommendation is to not install a streetlight.

1 in = 50 ft

Consideration with possible action on request by Ald. Prestley to conduct a street light study on Wisconsin Avenue.

For Streetlight



2219 WIS. AV.

Against Streetlight



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # N.2

To amend the year from 2025 to 2026 and approve the request by Department of Public Works to enter into a Routine Bridge Maintenance and Operation Agreement between the City and the Wisconsin Department of Transportation for State Fiscal Year 2025.

BACKGROUND

There are three lift bridges spanning the Fox River in downtown Green Bay: The Ray Nitschke Memorial Bridge on Main Street/Dousman Street; The Bart Starr Memorial Bridge on Walnut Street; and the Donald A. Tilleman Bridge on Mason Street. Of these, the Nitschke Bridge is owned by the City of Green Bay, while the Starr and Tilleman Bridges are owned by the Wisconsin Department of Transportation (WisDOT). The City and WisDOT have historically cooperated with each other on the routine aspects of bridge operation and maintenance, and the provisions of that agreement have been recorded in a standardized agreement. These agreements are year-to-year in nature and must be renewed for each State fiscal year.

RECOMMENDATION

Staff recommends approving the Routine Bridge Maintenance and Operation Agreement between the City and the Wisconsin Department of Transportation for State Fiscal Year 2026.

FISCAL IMPACT

The expected City fiscal impact under this agreement is approximately \$15,000 for traffic control. This amount can be reimbursed by WisDOT for the Starr and Tilleman Bridges. Expenses for the Nitschke Bridge are considered regular operating expenses and are considered when the City applies for lift bridge state aid.

ATTACHMENTS

- I. Lift Bridge Maintenance Agreement - 2026 City of Green Bay

Routine Bridge Maintenance and Operation Agreement

Wisconsin Department of Transportation

Fiscal Year 2026

City of Green Bay

This Agreement is made by and between the State of Wisconsin Department of Transportation, a Wisconsin state agency, (the “Department”) and City of Green Bay, a Wisconsin municipal body corporate, (the “City”), collectively referred to as the Parties in accordance with Wis. Stat. §§ 84.07(1), (2) and 83.015.

WHEREAS, the City owns a movable bridge identified as City Structure B-05-0311, also known as Ray Nitschke Memorial (Main Street) Bridge; and

WHEREAS, the Department owns movable bridges B-05-0134 Mason St. Bridge and B-05-0269 Walnut St. Bridge; and

WHEREAS, pursuant to a prior agreement, the City has operated the above described movable bridges on behalf of itself and the Department; and

WHEREAS, the Parties desire to transfer certain operational duties of City Structure B-05-0311, B-05-0134 Mason St. Bridge and B-05-0269 Walnut St. Bridge from the City to the Department.

NOW THEREFORE, upon the mutual promises contained herein, and upon such other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Department requires the City to perform the Services described in Section 2 and allow the B-05-0311 Bridge Access as described in Section 4, and the City agrees to perform the Services and allow the B-05-0311 Bridge Access. It is understood that the Services and B-05-0311 Bridge Access authorized under this Agreement shall be accomplished in compliance with state and federal law, and under the general direction of the Department.

2. The City agrees to provide labor, equipment, and authorized materials needed to perform traffic control operations for routine maintenance activities of the following movable bridges located on the State Trunk System in the City:

B-05-0134 Mason St. Bridge

B-05-0269 Walnut St. Bridge

(the “Services”). The total estimated City costs of the Services is: \$15,000. Charge ID: 0005-05-25.

3. Payment for Services will be made to the City based on actual labor, including fringe benefit costs, and equipment. Itemized invoices for the Services shall be submitted monthly, within one-month of the period which the work was performed, as required by Wis. Stat. § 84.07(2). Invoices shall be emailed to Jason Lahm at jason.lahm@dot.wi.gov. The Department will make payments after the Department verifies the invoices are in accordance with this Agreement. All payments are subject to audit by the Department.

4. The City agrees to allow Department staff and Department contracted staff to access and enter the City Structure B-05-0311 and to operate the lift bridge structure, and perform required activities needed to operate the lift bridge structure. No costs shall be incurred by the City for Department directed operations or activities on the City Structure B-05-0311. The Department will notify the City in writing or by phone prior to

any required B-05-0311 Bridge Access. The Department and Department contracted staff will describe to the City the purpose of the required B-05-0311 Bridge Access.

5. The Parties agree that any and all other prior agreements with respect to operations of City Structure B-05-0311, B-05-0134 Mason St. Bridge and B-05-0269 Walnut St. Bridge are hereby rescinded and terminated.

6. Insurance Coverage. The State of Wisconsin Department of Transportation will not issue individualized evidence of insurance. The State, its agencies, and departments are self insured. The State's Self-Funded Liability and Property Programs are self-maintained comprehensive programs of commercial insurance that meets the laws of the State of Wisconsin. Insurance requirements are met by self- insurance rather than purchasing insurance in a commercial insurance market.

The Department is granted sovereign immunity and is therefore immunized against liability and suit by all parties. Sovereign immunity cannot be waived and no provision or term in this agreement shall be construed to limit, affect, or waive sovereign immunity. The Department cannot waive subrogation or liability or provide indemnification in any manner. Wis. Stat. sec. 895. 46 provides for the payment of certain negligence claims against WisDOT employees and agents.

7. Each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees, commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense, except as provided herein. In situations including joint liability, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies, and representatives. It is not the intent of the Parties to waive any statutory protections or impose liability beyond that imposed by state statutes. The obligations of the Parties under this paragraph shall survive the expiration or termination of this Agreement. Either Party may enforce the terms of this Agreement by any legal means.

8. Either party may, with 90-day written notice, unilaterally terminate this Agreement, effective if given/served prior to July 1st, 2026. Should the Department be given due and sufficient notice of the termination of this Agreement by the City, the Department agrees to fulfill all the contractual duties and responsibilities of the City prior to termination of this Agreement.

Any written notice of termination shall be served upon the following representatives by certified mail, return receipt requested:

On Behalf of City of Green Bay:
Steve Grenier
City of Green Bay – Director of Public Works
100 N. Jefferson St. Room 300
Green Bay, WI 54303

On Behalf of the Department:
Jason Lahm
Wisconsin Department of Transportation - Northeast Region
944 Vanderperren Way
Green Bay, WI 54304

9. In connection with the Services provided under this Agreement, the Parties agree not to discriminate against any employee or applicant for employment because of sex, age, race, religion, color, handicap, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation, or national origin. This Section shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms

of compensation; and selection for training, including apprenticeship. The Parties shall post in a conspicuous place, available for employees and applicants for employment, notices setting forth this Section.

10. This Agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

11. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

12. If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. This Agreement constitutes the Parties' complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties, except as otherwise provided herein.

14. This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the Parties, by their authorized officer or representatives, have caused this Agreement to be executed as of the date both Parties have signed below.

WISCONSIN DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

CITY OF GREEN BAY

By: _____
Eric Genrich - Mayor

Date: _____

By: _____
Celestine Jeffreys - Clerk

Date: _____



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # N.3

To approve the request by University of Wisconsin Board of Regents to install an ALPR Flock camera on the southeast intersection right-of-way of Nicolet Road and Mahon Creek subject to the execution of a Hold Harmless Agreement and submittal of appropriate insurance and to authorize the Mayor and City Clerk to sign the Agreement.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Flock Safety Equipment

FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 00792589
PERMITTING JURISDICTION:
Green Bay (City of), Right-of-Way

Green Bay (City of), Right-of-Way
ON BEHALF OF
WI - UW Green Bay Campus PD

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CONTACT LIST

PERMITTING

christine.strileckis@flocksafety.com

PROJECT MANAGER

alex.catozzi@flocksafety.com

SEE APPROVED PERMIT FOR LISTED INSPECTOR*

WI - UW Green Bay Campus PD

00792589

Flock Safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	02/25/2025	FLK	PRELIM

I HEREBY CERTIFY THIS DOCUMENT WAS PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN

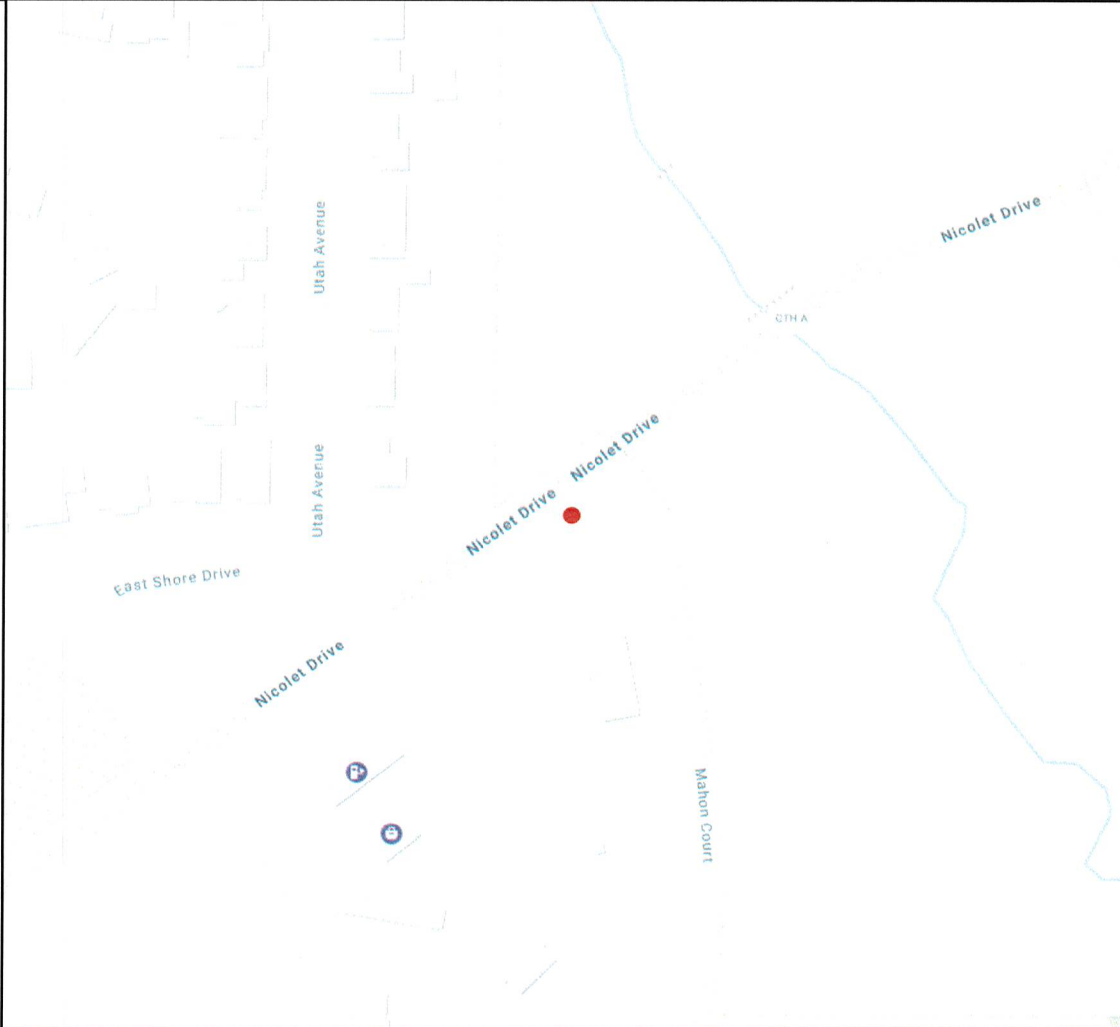
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FLOCK SAFETY EQUIPMENT INSTALLATION
CASE NUMBER: 00792589
PERMITTING JURISDICTION: Green Bay (City of),
Right-of-Way

COVER SHEET & LOCATION MAPS

SHEET:
T.01

REV:
0



Know what's below.
Call before you dig.

THIS DOCUMENT HAS BEEN DRAWN BASED OFF THE MOST RECENT AVAILABLE DATA & AERIAL IMAGERY. THIS INCLUDES RIGHT OF WAY, EXISTING UTILITIES, & PRIVATE PROPERTY LINES. IT REMAINS THE RESPONSIBILITY OF OTHERS TO VERIFY ALL DATA PRIOR AND EXISTING SURROUNDING FACILITIES TO VERIFY & CONFLICTS ABOVE & BELOW GRADE. ALL CONSTRUCTION TO FOLLOW WISCONSIN DEPARTMENT OF TRANSPORTATION GENERAL GUIDELINES. DO NOT SCALE DRAWINGS. CALL 811 PRIOR TO DIGGING.



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # N.4

To approve the request by Turn Key Network Solutions (TKNS) to establish a utility easement along the former right-of-way of S. Oakland Avenue through Seymour Park.

BACKGROUND

When South Oakland Avenue was vacated to allow for use as part of Seymour Park, some existing utilities were left within the vacated right-of-way. Additionally, utilities are looking to locate or relocate facilities in association with recent construction projects within Seymour Park. The Department of Public Works has determined that a utility easement corridor located within the former right-of-way of South Oakland Avenue is the most appropriate location for this easement. DPW has consulted with Parks, Recreation, and Forestry and agreed upon this location for the easement.

RECOMMENDATION

Approve the request by Turn Key Network Solutions (TKNS) to establish a utility easement along the former right-of-way of S. Oakland Avenue through Seymour Park.

FISCAL IMPACT

None

ATTACHMENTS

1. Seymour Park Relocate
2. Seymour Park Utility Easement



SEYMOUR PARK RELOCATE

GREEN BAY, WI

317 SEYMOUR CT.

OUTSIDE PLANT CONSTRUCTION

FIBER OPTIC CABLE ROUTE

TKNS PROJECT #28341

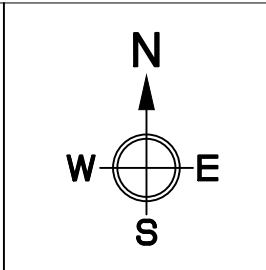




**PROPRIETARY
INFORMATION NOT FOR DISCLOSURE**
This set of plans contains confidential or proprietary information, and the recipient must not disclose, copy, re-create, or distribute the plans or the information contained therein, either directly or indirectly, to other entities or individuals without written or express permission from US Signal.

DRAWING DISCLAIMER
Facility locations are general in nature. TURNKEY will not be held accountable for the accuracy of the information provided in these drawings.

CAUTION
FOREIGN UTILITY LOCATION ARE APPROXIMATE. CONTACT THE LOCAL ONE CALL AGENCY 72 HOURS PRIOR TO CONSTRUCTION FOR EXACT UTILITY LOCATIONS AT: DIGGERS HOTLINE 1-800-242-8511



REVISIONS			
REV. #	DESCRIPTION	BY	DATE

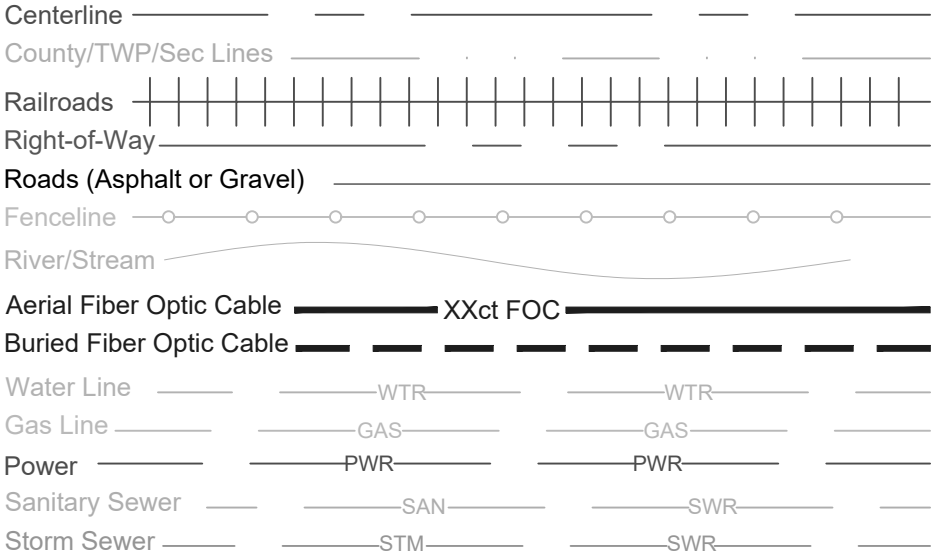


616-455-9840
WWW.TKNS.NET



CABLE AND INNERDUCT DESCRIPTION		
FIBER COUNT: 72ct FOC		
INNERDUCT: PL. (1) 1.25" HDPE W/ TRACER WIRE		
LOCATION INFORMATION		
COUNTY:	BROWN	
CITY:	GREEN BAY	
TOWNSHIP:	GREEN BAY	
SECTION: 36,35	TOWN: 24N	RANGE: 20E

SEYMOUR PARK RELOCATE			
DRAWN BY :	RT / DAS	DATE:	11/23/2024
AS-BUILTS BY :		DATE:	
ENGINEERED BY:	BOB H.	DRAWING SCALE:	NONE
DRAWING DESCRIPTION:	KEYMAP		
JOB NUMBER:	28341		
DRAWING NUMBER :	1 OF 1		



WALL MOUNT TERMINATION	
B-BOARD:	YES/ NO
BOARD SIZE:	#
LOCATION:	XXX
PANEL TYPE:	XXX
PART #	XXX
PNL CAP:	12ct, 48ct, ect.
# OF TERM:	#
TERM STYLE:	Unicam/ Pigtail
CONN STYLE:	SC or ST
TERM PORTS TO:	# - #
EOC:	#

RACK MOUNT TERMINATION	
RR#:	#
LGX PANEL#	#
LOCATION	XXX
PANEL TYPE:	XXX
PART #	XXX
PNL LENGTH:	19" or 23"
PNL SIZE:	1U, 2U, ect.
PNL CAP:	12ct, 48ct, ect.
# OF TERM:	#
TERM STYLE:	Unicam/ Pigtail
CONN STYLE:	SC or ST
TERM PORTS TO:	# - #
EOC:	#

TRANSITION SPLICE	
TYPE:	Wall or Capsule
LOC:	HH, P-Box, etc.
#FOC:	
#FOC:	

Bridge

Transformer Profile

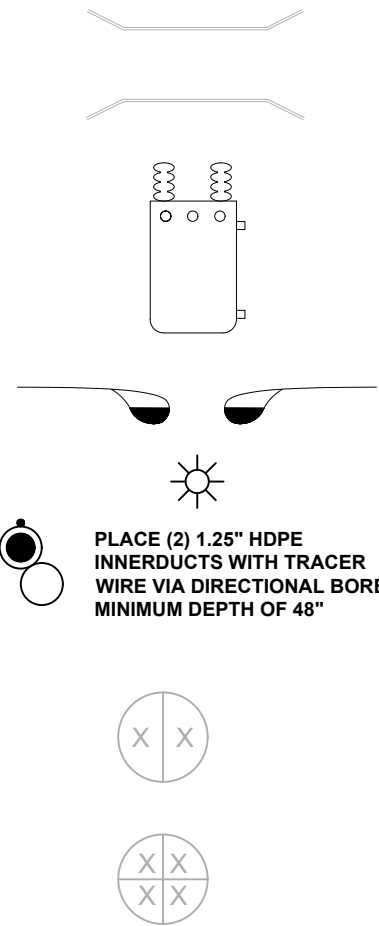
Street Light Profile

Street Light

Duct Diagram

Section 2

Section 4



PLACE (2) 1.25" HDPE
INNERDUCTS WITH TRACER
WIRE VIA DIRECTIONAL BORE.
MINIMUM DEPTH OF 48"

Capacitor Pole

Push Pole

Transformer Pole

Metal Pole

ExistingCable Marker Sign

Existing Telephone Pole

Existing Power Pole

New Power Pole

Transmission Pole

Transmission Pole w/ Transformer

Pole ID

Bond to Existing Ground

Ground

Dead End

Culvert

House/Building

Handhole

(Existing)

HH

HH

(Proposed)

Manhole

(Existing)

(MH)

(MH)

(Proposed)

Existing Splice

Proposed Splice

Existing Storage Loop

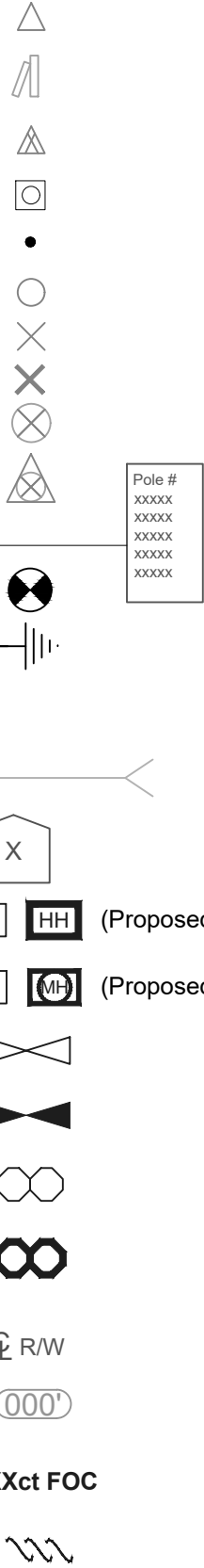
Proposed Storage Loop

Road Markers

Span

Fiber Tag

Overlash



Existing CATV Anchor

Proposed Anchor and Guy

Proposed Anchor and Guy
With Johnny ball

Existing Power Anchor and Guy

Existing FOC Anchor

Proposed Sidewalk Anchor

Existing Sidewalk Anchor

Anchor 2 Power

Telephone Anchor

Riser

Pole to Pole Guy

PPG

Overhead Guy

OHG

Pedestal (Telephone)

Transformer

Gas Valve

R/W Marker

Sewer Manhole

Hydrant

Drain Basin

Catch Basin

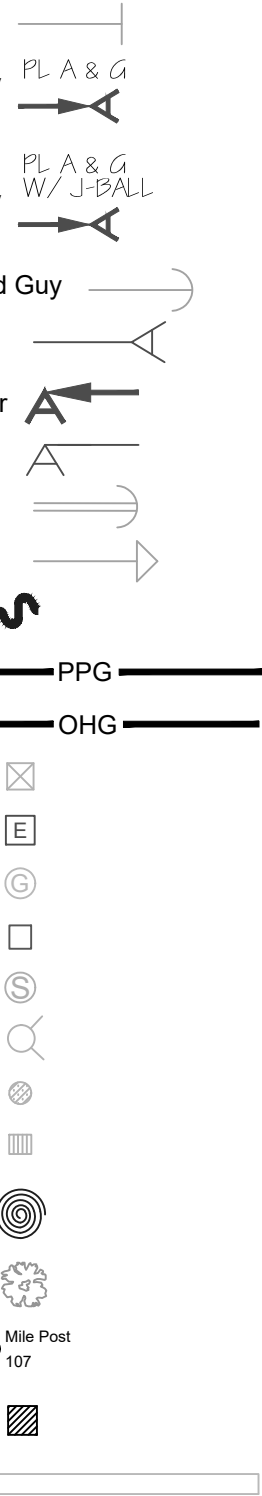
Coil

Tree

Mile Marker

Proposed Bore Pit

Sidewalk



PROPRIETARY
INFORMATION NOT FOR DISCLOSURE

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CAUTION

FOREIGN UTILITY LOCATION ARE APPROXIMATE. CONTACT THE LOCAL ONE CALL AGENCY 72 HOURS PRIOR TO CONSTRUCTION FOR EXACT UTILITY LOCATIONS AT: DIGGERS HOTLINE 1-800-242-8511

REVISIONS

REV. #	DESCRIPTION	BY	DATE



CABLE AND INNERDUCT DESCRIPTION

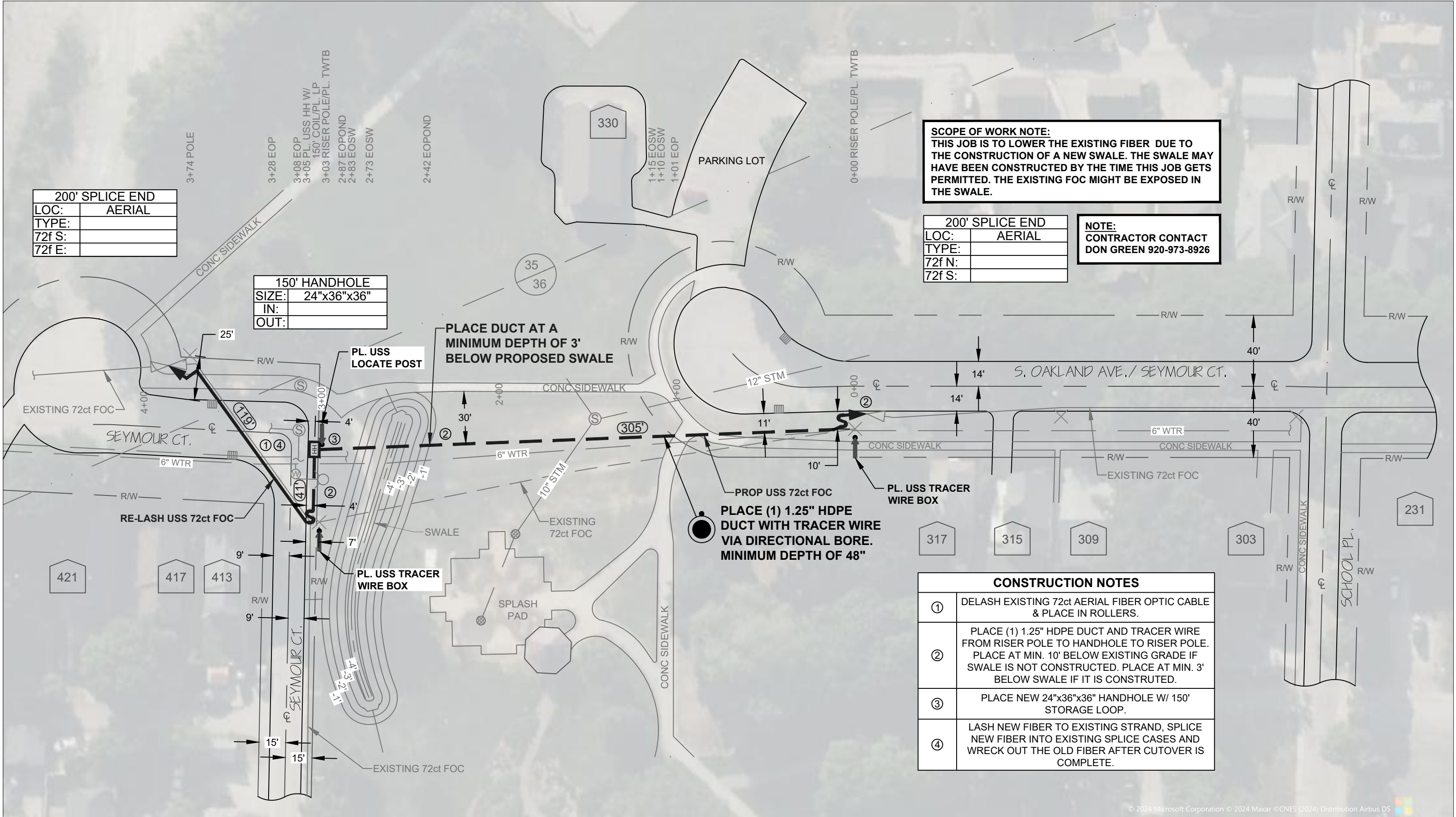
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INNERDUCT:	PL. (1) 1.25" HDPE W/ TRACER WIRE	
LOCATION INFORMATION		
COUNTY:	BROWN	
CITY:	GREEN BAY	
TOWNSHIP:	GREEN BAY	
SECTION: 36, 35	TOWN: 24N	RANGE: 20E

SEYMOUR PARK
RELOCATE

DRAWN BY :	RT / DAS	DATE:	11/23/2024
AS-BUILTS BY :		DATE:	
ENGINEERED BY:	BOB H.	DRAWING SCALE:	NONE
DRAWING DESCRIPTION:	SYMBOL SHEET		
JOB NUMBER:	28341		
DRAWING NUMBER :	1 OF 1		

MATERIALS		
DESCRIPTION	UNIT	QTY
72ct SM SJ SA	FT	1055
RISER GUARD 2"x10' (CBL) POLY	EA	4
LASHING WIRE 1600' .038	FT	238
GROUND ROD 5/8"x8' COPPER CLAD	EA	1
HAND HOLE 24"x36"x36" BASE & LID	EA	1
(1) 1.25" HDPE - SINGLE	FT	346
MULETAPE 1800 LBS	FT	386
COPPERHEAD #12 RED TRACER WIRE	FT	386
#2 AWG SOLID BARE GROUND WIRE	FT	20
TRACER WIRE TERM BOX	EA	2
LOCATE POST	EA	1

LABOR		
DESCRIPTION	UNIT	QTY
PLACE (1) 1.25" HDPE w/ TRACER WIRE VIA TRENCH	FT	346
PLACE (1) 24"x36"x36" HANDHOLE	EA	1
AERIAL-DELASH ROADSIDE ACCESSIBLE	FT	139
AERIAL - LASH ROADSIDE ACCESSIBLE	FT	139
POLE RISER ATTCHMENT	EA	4
PLACE HANDHOLE	EA	1
PLACE GROUND ROD	EA	1
WRECK OUT 72ct FIBER	FT	465
PULL 72ct FIBER THROUGH DUCT	FT	346
SPLICEING 97-144 FIBERS	EA	144



200' SPLICE END	
LOC:	AERIAL
TYPE:	
72f S:	
72f E:	

150' HANDHOLE	
SIZE:	24"x36"x36"
IN:	
OUT:	

SCOPE OF WORK NOTE:
THIS JOB IS TO LOWER THE EXISTING FIBER DUE TO THE CONSTRUCTION OF A NEW SWALE. THE SWALE MAY HAVE BEEN CONSTRUCTED BY THE TIME THIS JOB GETS PERMITTED. THE EXISTING FOC MIGHT BE EXPOSED IN THE SWALE.

200' SPLICE END	
LOC:	AERIAL
TYPE:	
72f N:	
72f S:	

NOTE:
CONTRACTOR CONTACT
DON GREEN 920-973-8926

CONSTRUCTION NOTES	
①	DELASH EXISTING 72ct AERIAL FIBER OPTIC CABLE & PLACE IN ROLLERS.
②	PLACE (1) 1.25" HDPE DUCT AND TRACER WIRE FROM RISER POLE TO HANDHOLE TO RISER POLE. PLACE AT MIN. 10' BELOW EXISTING GRADE IF SWALE IS NOT CONSTRUCTED. PLACE AT MIN. 3' BELOW SWALE IF IT IS CONSTRUCTED.
③	PLACE NEW 24"x36"x36" HANDHOLE W/ 150' STORAGE LOOP.
④	LASH NEW FIBER TO EXISTING STRAND, SPLICE NEW FIBER INTO EXISTING SPLICE CASES AND WRECK OUT THE OLD FIBER AFTER CUTOVER IS COMPLETE.

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CAUTION

FOREIGN UTILITY LOCATION ARE APPROXIMATE. CONTACT THE LOCAL ONE CALL AGENCY 72 HOURS PRIOR TO CONSTRUCTION FOR EXACT UTILITY LOCATIONS AT: DIGGERS HOTLINE 1-800-242-8511

REVISIONS			
REV. #	DESCRIPTION	BY	DATE

TURNKEY
Network Solutions
616-455-9840
WWW.TKNS.NET

CABLE AND INNERDUCT DESCRIPTION		
FIBER COUNT:	72ct FOC	
INNERDUCT:	PL. (1) 1.25" HDPE W/ TRACER WIRE	
LOCATION INFORMATION		
COUNTY:	BROWN	
CITY:	GREEN BAY	
TOWNSHIP:	GREEN BAY	
SECTION: 36,35	TOWN: 24N	RANGE: 20E

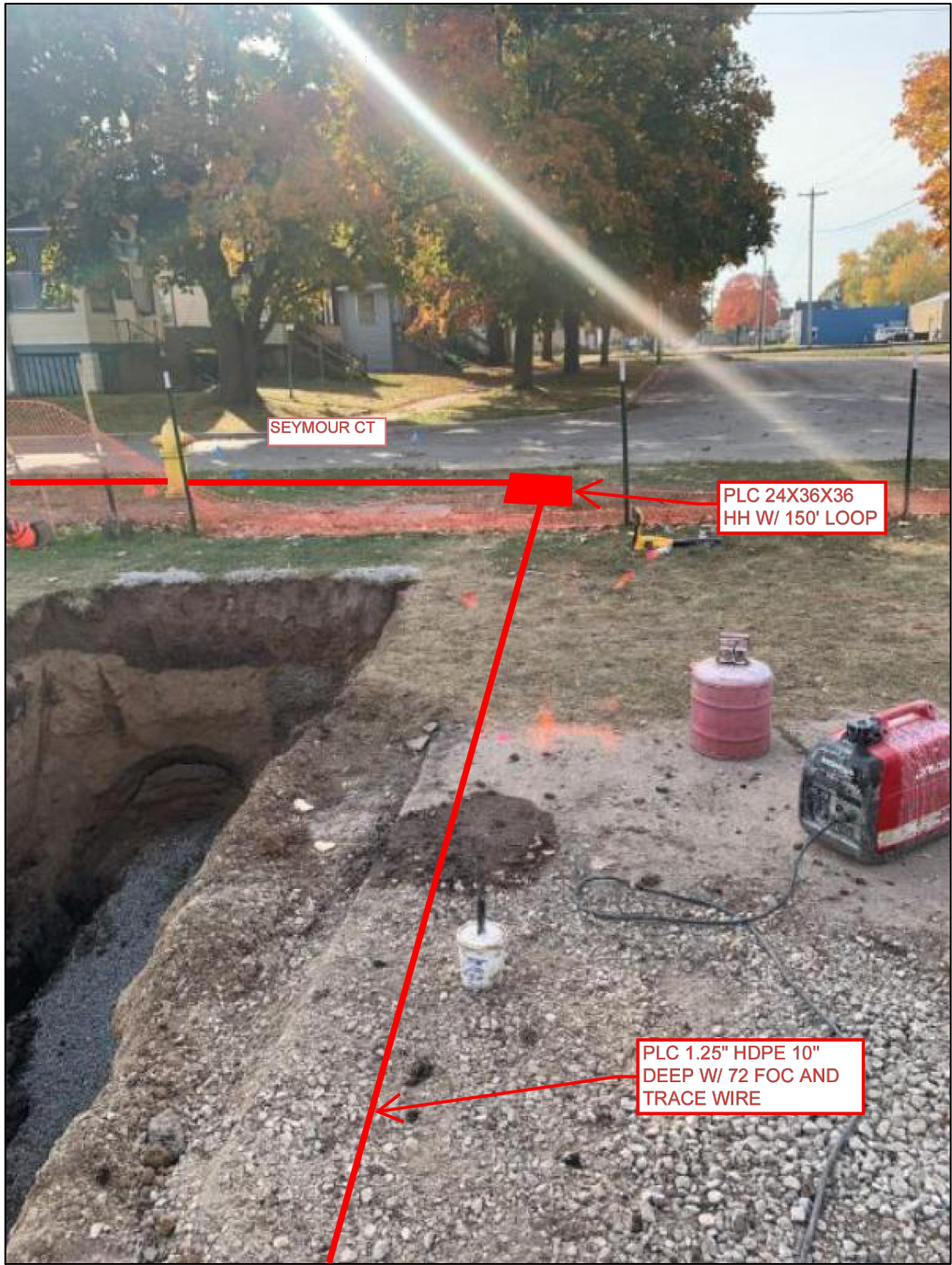
SEYMOUR PARK RELOCATE

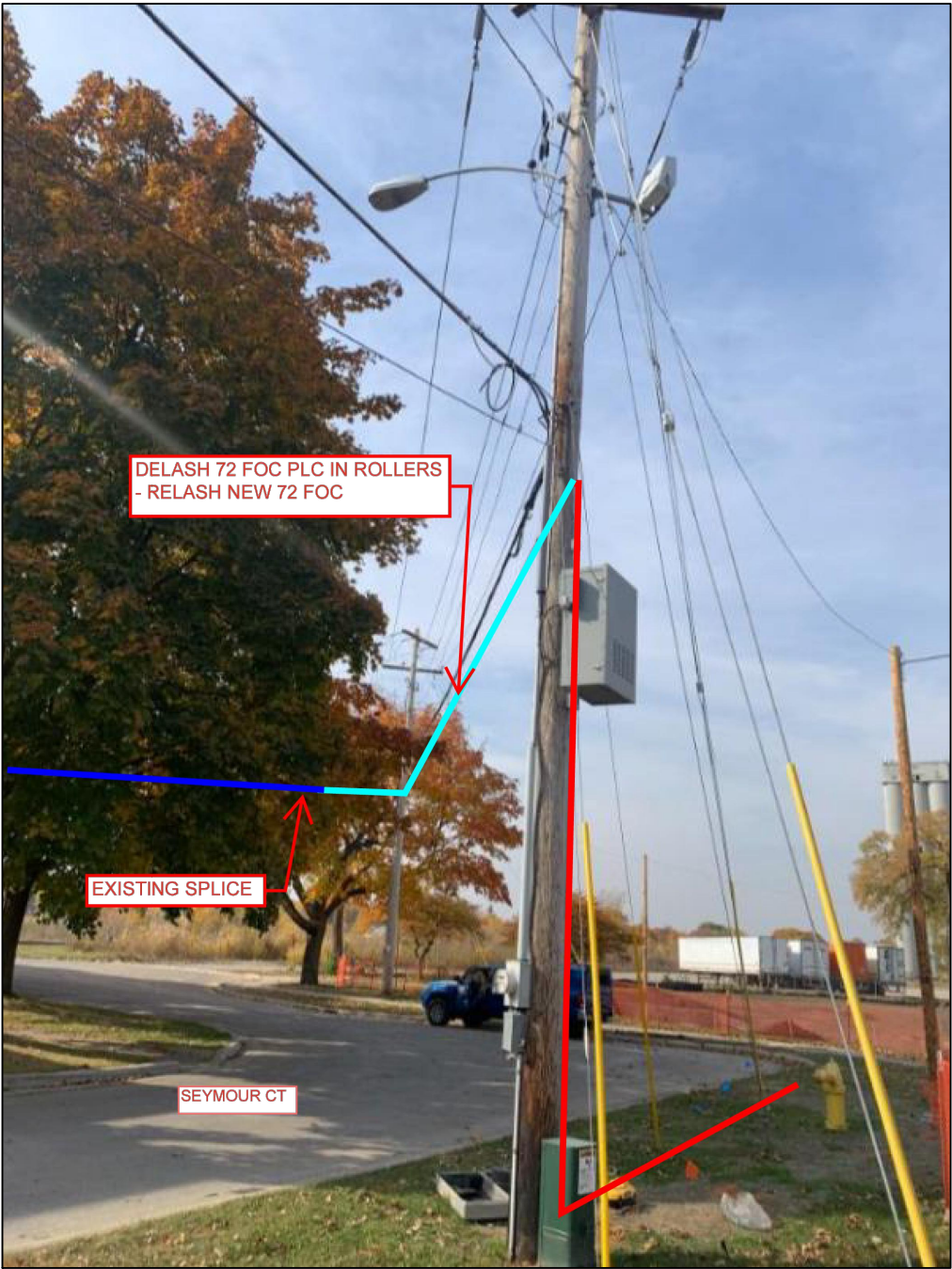
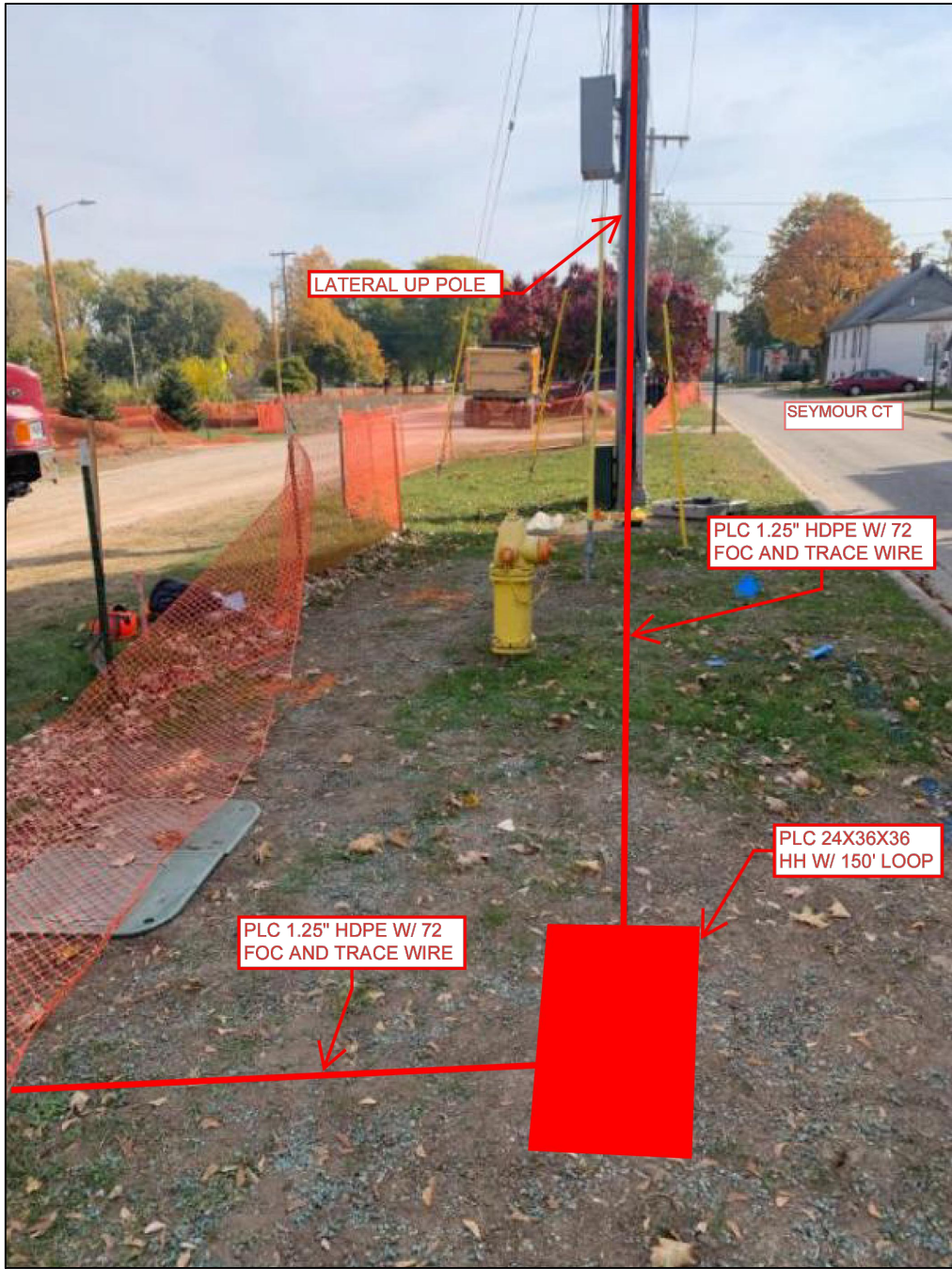
DRAWN BY :	RT / DAS	DATE:	11/23/2024
AS-BUILTS BY :		DATE:	
ENGINEERED BY:	BOB H.	DRAWING SCALE:	1" = 50'
DRAWING DESCRIPTION:	PROPOSED ROUTE		
JOB NUMBER:	28341		
DRAWING NUMBER :	1 OF 1		



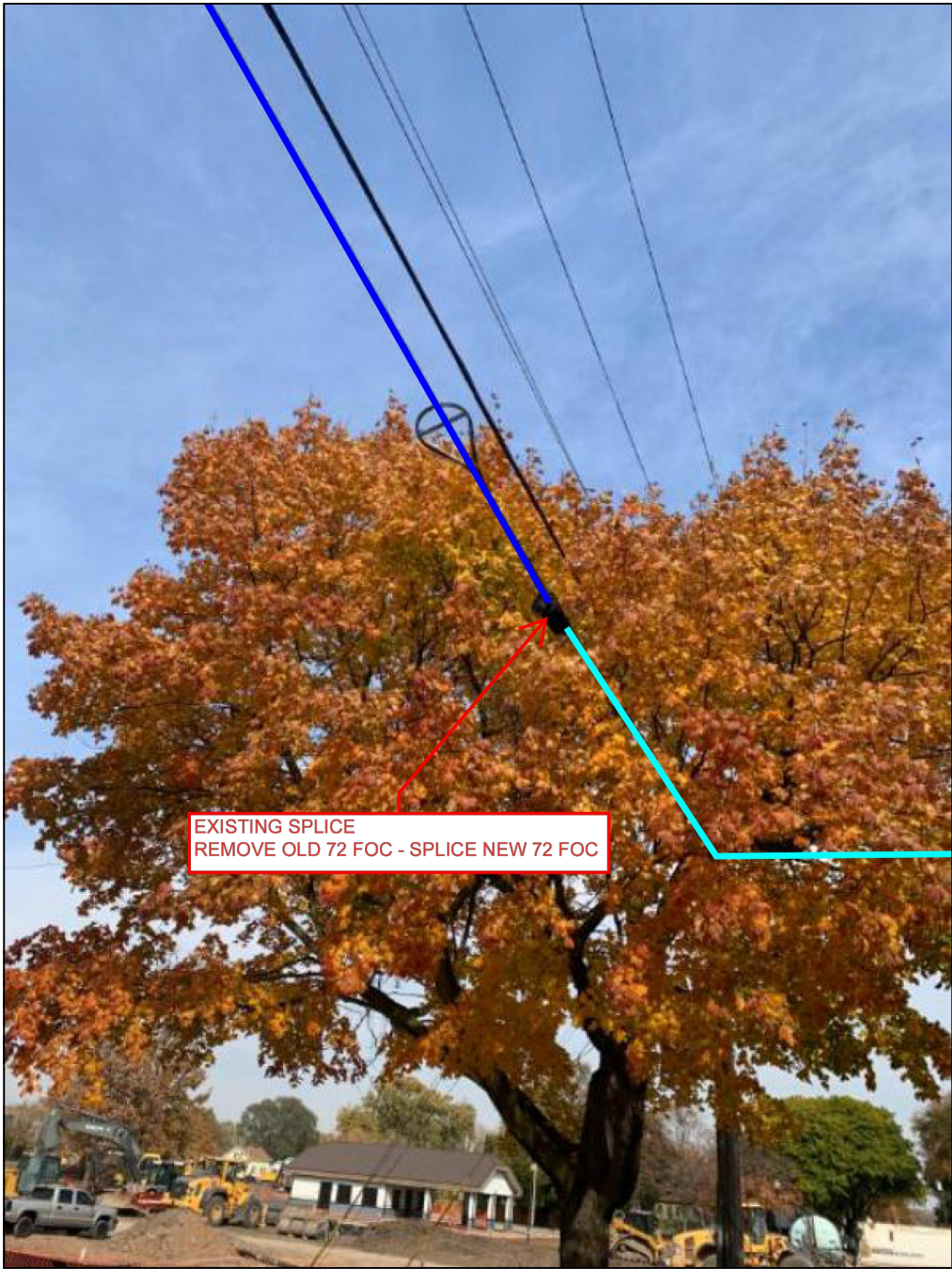
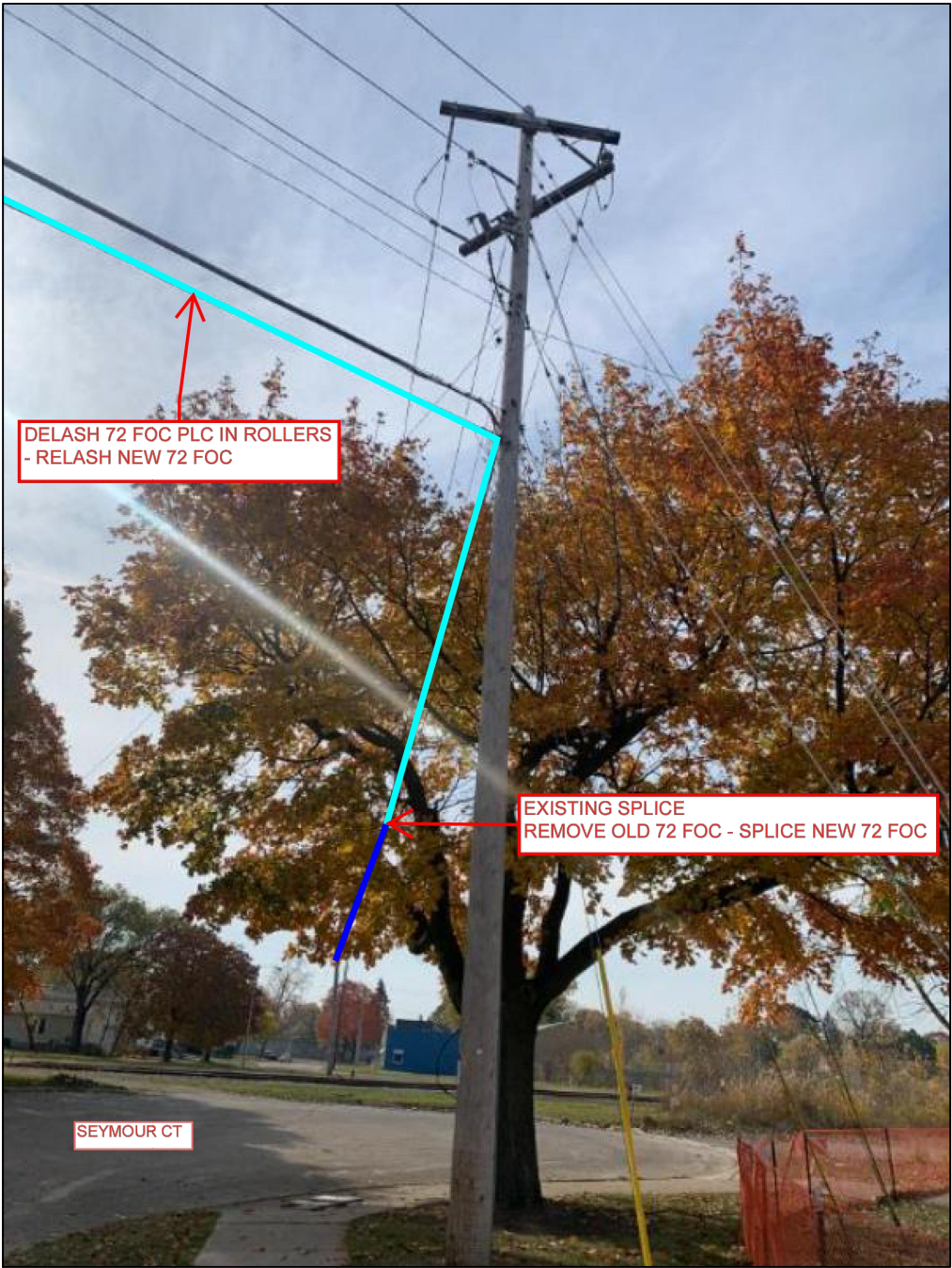
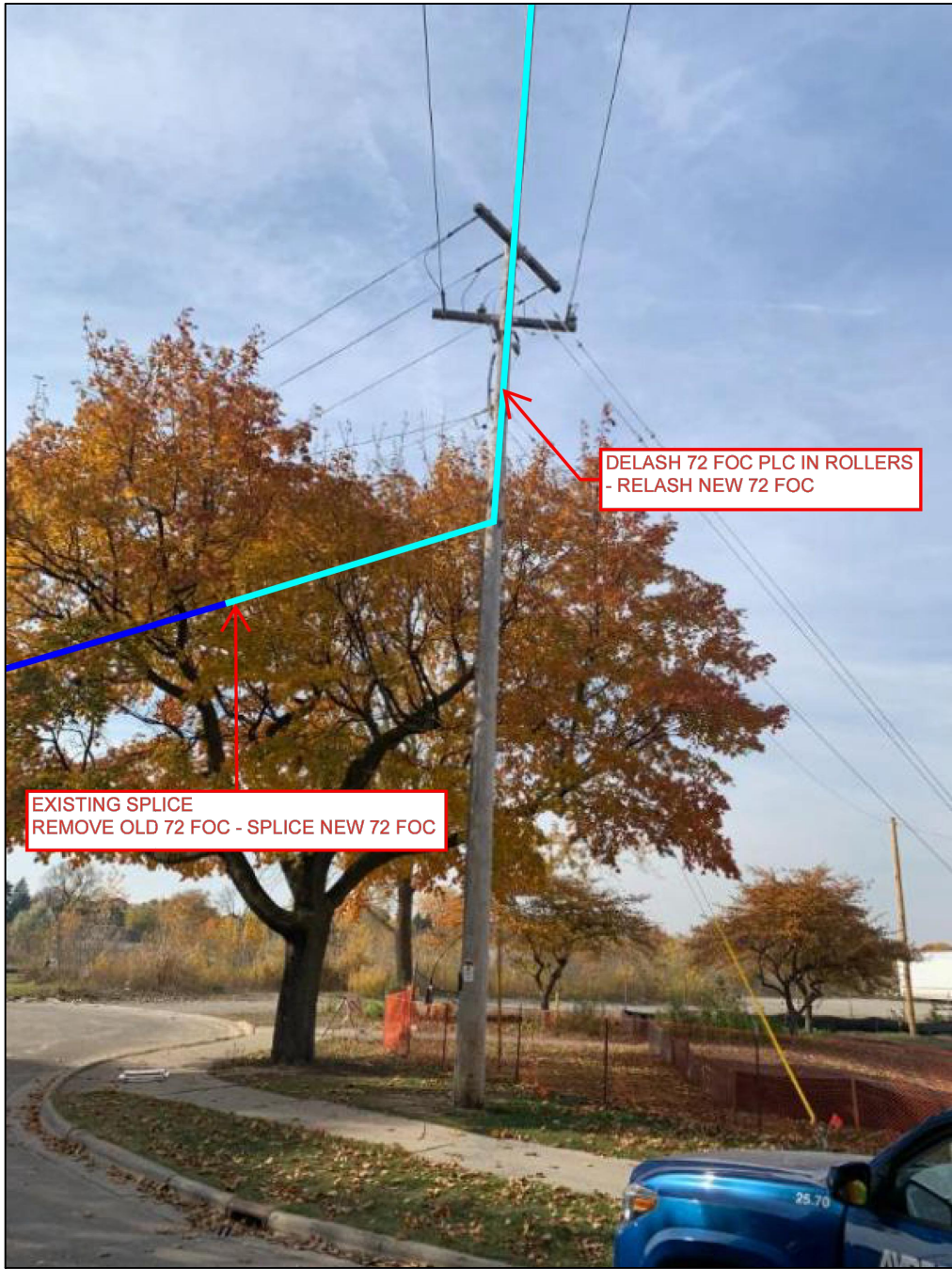


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			REV. #	DESCRIPTION	BY	DATE																																						





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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # N.5

To approve the request by Saphner Trust to enter into a Developer's Agreement for the installation of pavement and all utilities related to the development of Parcel 6H-1247-3.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # N.6

To approve the request by Department of Public Works to approve a pilot program for full sanitary sewer lateral replacement during street reconstruction projects in areas of known I&I or capacity issues.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Residential Letter - Sanitary Sewer Later Replacement
2. Temporary Right of Entry - Lateral Replacement
3. NW_FinancialImpactEvaluationTM-rev11042024_wMaps
4. 2025-03-18 IS Memo - II and Lateral Replacement Policy rev. 4-2-25



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

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

[Date]

Name

Address

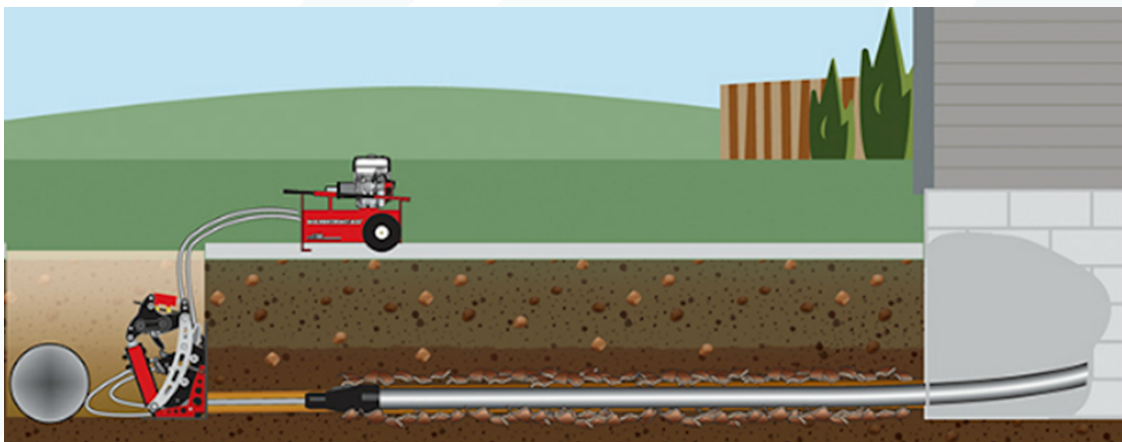
Green Bay, WI [XXXXXX]

Dear **Property Owner**:

As part of our upcoming street reconstruction project, **Pavement 25-XX [Project Name]**, the City is offering to replace your residential sanitary sewer lateral during the street reconstruction project **at no cost** to you. This is a voluntary program that the City is offering because of the mutual public health and financial benefits. Please note that the sanitary sewer lateral from the home to the main sewer is owned by the property owner. Should it become necessary to replace the lateral at a time other than during this street reconstruction project, it would be at your own expense.

Tree roots and groundwater like to infiltrate through cracks or joints in lateral pipes, which can lead to sewer backups into your home and/or increased flows within the sanitary sewers. Based on the age or condition of the City sewers and preliminary televising records, the City believes that your lateral is of the age or condition that would warrant replacement. Additional verification will be done by inspecting the lateral prior to construction by placing a camera through the pipe, which is referred to as televising.

If you participate in this program, the City would complete this work during the street reconstruction project via a method called pipe bursting, where a new plastic pipe is pulled through your existing sanitary lateral. This method requires a small 2 foot by 2 foot hole in the basement. The new pipe is pulled underground from the street to the hole in the basement floor leaving everything above it intact. Access to the basement would be through a basement window or door. The City will repair the basement floor with concrete. The process typically takes 3 - 4 hours. The process is depicted below:



Source: City of De Pere Full Lateral Replacement Policy, October 7, 2024

There are situations where a foundation drain around the house is directly connected to the sanitary sewer lateral. If that situation is found the contractor will install a sump pit at no cost to you, however, you would be responsible for the installation of the sump pump and discharging piping out of the basement. As noted above, the contractor will be televising your sanitary lateral prior to performing work. The televising should be able to tell whether you need a sump pit pump or not. We will notify you if we anticipate a sump pump is needed. At that time you can choose not to participate in the program. The televising would also allow us to verify that pipe bursting the sanitary lateral is viable (there are no major sags, structural concerns, or other issues).

For us to complete the work, we need a temporary construction permit to access your property. This permit is for the installation of the sanitary lateral and only for the duration of the project. This is not a permanent easement. The temporary construction permit is attached for your review and signature. If you are interested in participating in this program, please sign and return the attached right of entry permit no later than **[due date]**. A stamped envelope addressed to the City of Green Bay is included for use in returning the signed permit.

Please note that the sanitary sewer lateral from the home to the main sewer is owned by the property owner. Should it become necessary to replace the lateral at a time other than this street reconstruction project, it would be at your own expense.

If you have any questions, you can reach out to **[project engineer]** at **[email]** or **[phone number]**.

Sincerely,

[Project Engineer Name]
Civil Engineer



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

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

Temporary Right of Entry / Construction Permit

For Full-length Sanitary Lateral Relay

PAVEMENT 25-XX [PROJECT NAME]

If you would like to participate in the voluntary sanitary lateral replacement form, please sign and complete this form and return a copy to greenbaypublicworks@greenbaywi.gov or mail or deliver a copy to City of Green Bay, 100 N. Jefferson St., Room 300, Green Bay, WI 54301-5026.

Owner XXX

Address XXX

Parcel # XXX

Settlement Amount

\$0.00 – Mutual Benefits

The undersigned property owner(s) of the above referenced parcel, permits the City of Green Bay, its agents, contractors, or employees the right to enter their property and building for the purpose of full-length sanitary sewer lateral relay into the basement. Excavations for the relay are anticipated at the sanitary sewer main in the right of way and in the basement. The basement floor will be restored with concrete. The demolition and restoration of any finished basements to access the concrete basement floor shall be the responsibility of the property owner.

If foundation drains are found to be connected to the sanitary sewer line, the foundation drain will be disconnected and rerouted to a newly provided sump pump pit as part of the full-length sanitary sewer lateral relay. The property owner will be notified of any foundation drain impacts

and will be responsible for the installation of a sump pump and the associated plumbing and appurtenances to pump groundwater from the newly installed sump pump pit pursuant to the City of Green Bay Plumbing Code.

For this work to be completed, access to the basement is required from an external window or door. Exterior access is required to pull the new pipe into the existing lateral.

The permit shall terminate upon completion of the construction projects for which this instrument is given.

Dated this _____ day of _____, _____.

«Property Owner Name»

Please provide your contact information should the City need to contact you for further information:

Name: _____

Phone Number: _____

For planning purposes, please answer the following:

Does your home have an existing sump pump? Yes ☐ No ☐

Is your basement finished or unfished? Finished Basement ☐ Unfinished Basement ☐



250 East Wisconsin Avenue, Suite 1600
Milwaukee, WI 53202-4203

T: 414.273.8800

Technical Memorandum

Prepared for: Green Bay Metropolitan Sewerage District (NEW Water)

Project Title: Regional I&I Program Implementation, Phase 1

Project No.: 159779.500

Technical Memorandum No. 1

Subject: Inflow & Infiltration Financial Impact Evaluation

Date: November 4, 2024

To: Lisa Sarau, NEW Water Project Manager

From: Julie McMullin, Brown and Caldwell (BC) Project Manager

Copy to: Andy Lukas, BC

Prepared by: _____
Julie McMullin

David Perry

Reviewed by: _____
Andy Lukas

Limitations:

This is a draft memorandum and is not intended to be a final representation of the work done or recommendations made by Brown and Caldwell. It should not be relied upon; consult the final report.

This document was prepared solely for Green Bay Metropolitan Sewerage District (NEW Water) in accordance with professional standards at the time the services were performed and in accordance with the contract between NEW Water and Brown and Caldwell dated February 23, 2023. This document is governed by the specific scope of work authorized by NEW Water; it is not intended to be relied upon by any other party except for regulatory authorities contemplated by the scope of work. We have relied on information or instructions provided by NEW Water and other parties and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

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List of Acronyms

BC = Brown and Caldwell

DPF = De Pere Facility

EQ = equalization storage

GBF = Green Bay Facility

gpad = gallons per acre per day

gpcd = gallons per capita per day

I&I = Infiltration and Inflow

LF = linear feet

MG = million gallons

Mgd = million gallons per day

SSO = Sanitary Sewer Overflow

TM = Technical Memorandum

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Executive Summary

This Technical Memorandum (TM) describes the process and findings of an Inflow and Infiltration (I&I) Financial Impact Evaluation that Brown and Caldwell (BC) completed for the Green Bay Metropolitan Sewerage District, referred to in this TM by its brand name of NEW Water. This high-level evaluation was completed to identify how the cost of I&I reduction within the NEW Water service area compares to the cost of conventional capacity improvements to the wastewater conveyance system and treatment facilities . More I&I reduction would require fewer capacity improvements downstream in the NEW Water system, and less I&I reduction would require more capacity improvements. The evaluation seeks to find the cost-effective ‘right balance’ between the two.

For the evaluation, NEW Water provided BC with its MIKE URBAN model of the conveyance system that was developed for the 2018 *Interceptor Master Plan*. Brown and Caldwell revised the model to facilitate the Financial Impact Evaluation, including updating the model to include changes to the interceptor system from 2018 through June 2023 and then.

Using this MIKE URBAN model, BC evaluated the following four flow scenarios:

- Baseline 10% Probability:** The flows are from the model used for the *Interceptor Master Plan*. These flows are representative of the population as of 2018 and were calibrated to measured flow data through 2018 as part of the *Interceptor Master Plan* effort. The 10% Probability simulation represents a wet weather flow recurrence event that has a 10% probability of being equaled or exceeded in any one year.
- Future 10% Probability:** The flows include additional catchments to reflect areas of future growth and estimated future population equivalents representative of the year 2070. As with the Baseline 10% Probability scenario, the wet weather flows have a 10% probability of being equaled or exceeded in any one year.
- Baseline 2% Probability:** The flows are from the model used for the *Interceptor Master Plan*. Simulated wet weather flows have a 2% probability of being equaled or exceeded in any one year.
- Future 2% Probability:** The flows include the future catchments and estimated future population equivalents representative of the year 2070. Simulated wet weather flows have a 2% probability of being equaled or exceeded in any one year.

Table ES-1 summarizes the results of each of these model simulations. This shows that the conveyance system, the Green Bay Facility (GBF), and the De Pere Facility (DPF) are performing well for the Baseline and Future 10% Probability scenarios, with no water levels that exceed the ground surface and peak flows that are at or within the capacities of the GBF and DPF. Under the Baseline and Future 2% Probability scenarios, the system is stressed, with water levels that exceed the ground surface for up to 5% of the manholes and peak flows that exceed the capacities of the GBF and DPF.

Table ES-1. Comparison of Simulated Model Results by Scenario				
Simulated Performance Metric	Baseline 10% Probability	Future 10% Probability	Baseline 2% Probability	Future 2% Probability
Percent of total pipe length with peak flow greater than 120% of full pipe capacity	3%	5%	8%	11%



Table ES-1. Comparison of Simulated Model Results by Scenario

Simulated Performance Metric	Baseline 10% Probability	Future 10% Probability	Baseline 2% Probability	Future 2% Probability
Number of manholes with water less than 10 feet from the ground surface	8	22	87	160
Percent of manholes with water level less than 10 feet from the ground surface.	1%	2%	8%	14%
Number of manholes with water level above the ground surface	none	none	28 manholes in the model	60 manholes in the model
Percent of manholes with water level above the ground surface	0	0	2%	5%
Peak flow above capacity -GBF (mgd)	0	0	25	44
Peak flow above capacity -DPF (mgd)	0	0	16	28
Storage Volume Needed -GBF (MG)	0	0	5	22
Storage Volume Needed -DPF (MG)	0	0	5	13

The greatest capacity impacts were for the Future 2% Probability scenario, so the team focused on evaluating options for eliminating the capacity issues for this scenario. The team evaluated the following options:

- **Convey+EQ**, which would transport all additional flow through improved interceptors, pump stations and force mains. It also includes adding equalization (EQ) tanks to store the excess flow at the GBF and DPF rather than evaluating increases in treatment capacity.
- **I&I Reduction**, which addresses capacity exceedances by reducing I&I at the most impactful catchments.
- **Combination (Convey+EQ+I&I Reduction)**, which is using a combination of I&I reduction and improvements to the conveyance system and the GBF and DPF treatment facilities to eliminate capacity impacts.

Figure ES-1 and Table ES-2 provide a comparison of these different options. Both show that I&I reduction without any conveyance and EQ is the most expensive option. However, a 10% reduction in peak I&I may be the most cost-effective combination of I&I reduction with conveyance improvements; this correlates with the “knee of the curve” in Figure ES-1, where the green line stops decreasing and starts increasing. Reductions in I&I greater than 10% quickly become more expensive than conveyance improvements. Note that this is a 10% reduction in overall I&I of the entire system. Individual catchment areas with high I&I rates will need greater levels of reduction so the overall system can achieve the 10% reduction.

Option	EQ Storage at GBF (\$ Million)	EQ Storage at DPF (\$ Million)	EQ Storage at GBF and DPF (\$ Million)	Pump Stations	Forcemains	Interceptors	Convey+EQ (\$ Million)	I&I Reduction (\$ Million)	Total (\$ Million)
				Cost (\$ Million)	Cost (\$ Million)	Cost (\$ Million)			
Convey+EQ Only	\$154	\$91	\$245	\$20	\$5	\$18	\$288	\$0	\$288
I&I Reduction Only	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$647	\$647
Convey+EQ+I&I Reduction	\$63	\$63	\$126	\$18	\$5	\$16	\$165	\$65	\$229

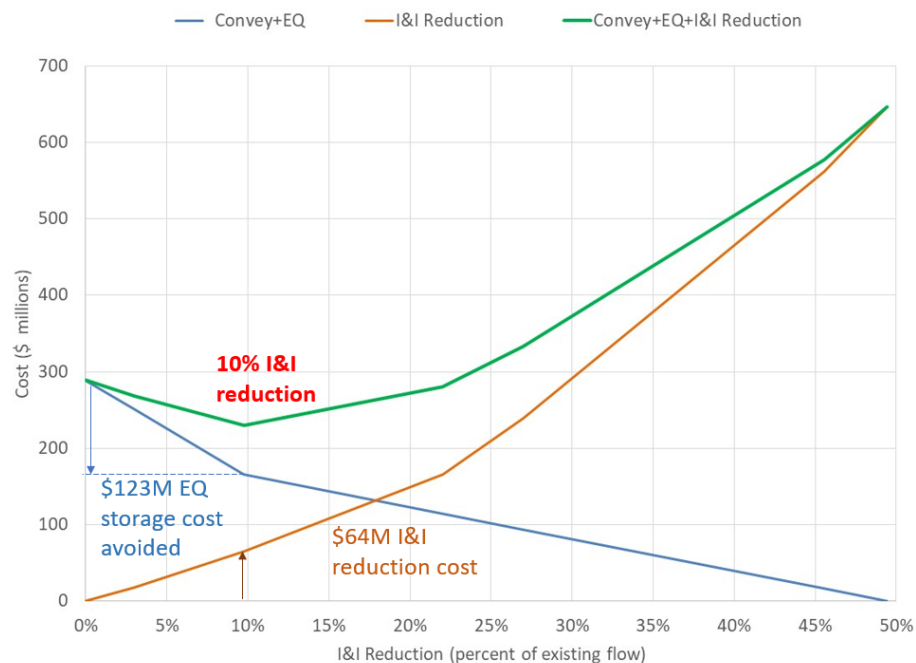


Figure ES-1. Comparison of Costs for the Convey+EQ Only, I&I Reduction Only, and Convey+EQ+I&I Reduction options.

Because this is a high-level study, the cost values have a substantial range of variability. The relative costs of conveyance and I&I reduction are more important than the actual numerical values. This analysis is insightful in that it shows some level of I&I reduction is likely more cost-effective than the cost of conveyance improvements and EQ storage alone. It also justifies a regional program that targets areas of high levels of peak I&I.

Section 1: Background

This Financial Impact Evaluation is a high-level look at the NEW Water wastewater system to estimate the cost to achieve a desired level of protection against overflows and surcharging in the interceptors. The level of protection can be improved by a reduction in inflow and infiltration (I&I) or an increase in conveyance and treatment capacity. Inflow and infiltration is the result of degradation of the pipes and manholes, including the privately owned laterals, municipal customer sewers, and NEW Water interceptors, that allow clear water to leak into sanitary sewer systems. While the sanitary sewers are designed to accommodate some clear water, clear water beyond the design amount results in flows that exceed the capacity of the conveyance and treatment, which can result in sewer overflows and basement backups. The Financial Impact Evaluation compares the cost of I&I reduction within the NEW Water service area, the cost of conventional capacity improvements to the wastewater conveyance and treatment facilities, and the cost of a combination of both I&I reduction and conveyance improvements. The evaluation provides a broad capacity assessment of the NEW Water wastewater interceptor system, lift stations and force mains, and treatment facilities, which include the Green Bay Facility (GBF) and the De Pere Facility (DPF).

Performance is viewed through the flow meter data that shows flow response during wet weather events and the impact on the regional system, demonstrated by surcharging in the manholes. This performance-based approach attempts to estimate the cost of I&I reduction work to achieve a reduced level of peak I&I flow. The cost is based on the quantity of flow removed rather than quantities of I&I mitigation work, such as length of pipe repair, number of manholes fixed, or number of laterals rehabilitated. The basis for this approach is a library of I&I reduction projects that have been studied to understand this relationship between I&I reduction investment and flow reduction.

Section 2: Methodology

This section discusses the process and assumptions used to complete the evaluation. It covers the construct of the model used to simulate system capacity and flow generation. It also describes the flow scenarios used for the evaluation.

2.1 Process

The team used the following process for completing the Financial Impact Evaluation:

1. Prepared a baseline scenario model, in which the team:
 - a. Updated the MIKE URBAN model of the conveyance system that was developed for the 2018 *Interceptor Sewer Master Plan* with as-built information from projects NEW Water has completed since 2018.
 - b. Removed local sewer restrictions in the model, such as at pump stations or the treatment facilities, to see how the facilities would react if all the flow generated in the service area made it to the downstream wastewater conveyance and treatment facilities.
2. Performed a long-term simulation of flows and identified 10% and 2% probability flow recurrence events.
3. Simulated the 10% probability event in the baseline (Baseline 10% Probability) and future scenario (Future 10% Probability) models.



4. Simulated the 2% probability flow recurrence event in the baseline (Baseline 2% Probability) and future (Future 2% Probability) scenarios, to see how flows from a larger wet weather event further stresses the wastewater conveyance system and treatment facilities.
5. Evaluated the performance of the conveyance system at conveying the different flow scenarios. This included identifying areas where the wastewater conveyance and/or treatment system were experiencing more flows than their capacity.
6. Identified needs for conveyance system improvements and EQ storage at the GBF and DPF to fully convey the flows under the Future 2% Probability scenario; this is later referred to as the “Convey+EQ” option.
7. Identified how much I&I reduction would be needed so that peak flows in the Future 2% Probability scenario do not exceed the capacity of the existing conveyance system; this is the “I&I Reduction” option.
8. Identified one combination of I&I reduction and conveyance system improvements; this is the “Combination” option.
9. Provided and compared estimated costs for the Future 2% Probability scenario for each of the options of Convey+EQ, I&I Reduction, and Combination.

2.2 Evaluation Events

The evaluation included two flow recurrence events: June 1969 to represent the 10% probability event and June 1990 to represent the 2% probability event. The rainfall data recorded for these events are shown in Figure 2-1. The events were identified by performing a long term simulation (LTS) of the flows in the MIKE URBAN model and performing a Log Pearson Type III statistical analysis to identify flow recurrence probability of each event used in the LTS. Attachment A includes additional details on the evaluation events.

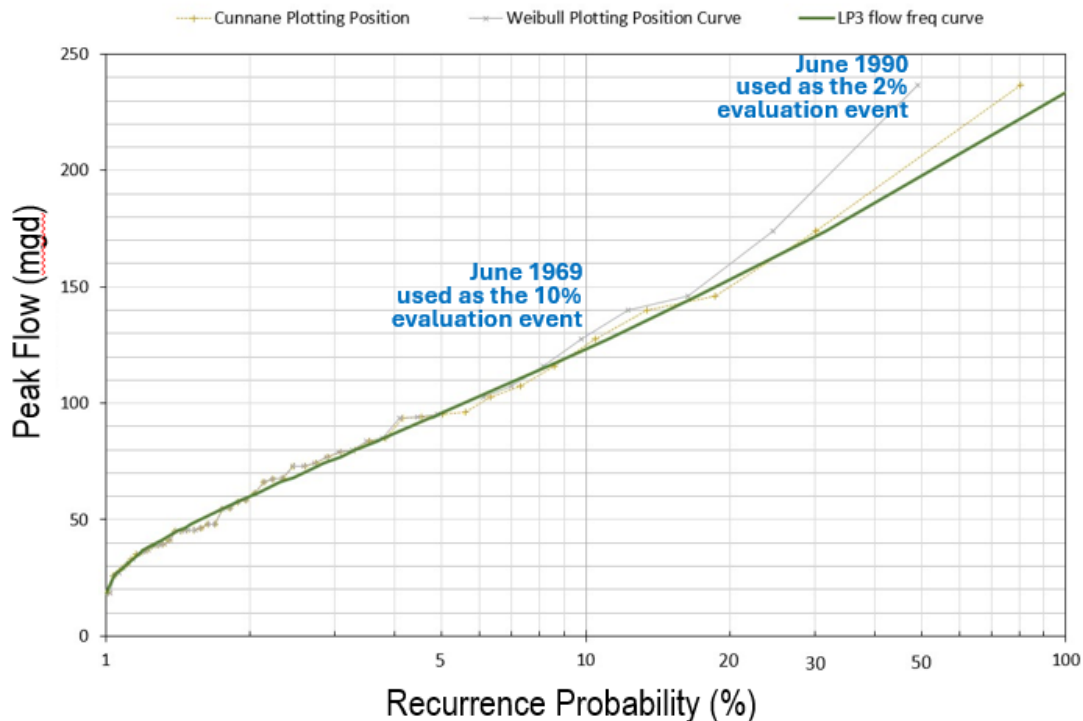


Figure 2-1. Evaluation Events.

2.3 Assumptions

The Financial Impact Evaluation includes the following assumptions and caveats:

- The evaluation provides a relative comparison of the costs for different options for handling additional flows. The results are not to be used for the planning of future facilities within the NEW Water system.
- The evaluation of peak flows and the cost of I&I reduction consider both the NEW Water and municipal customer assets as an integrated hydrologic system without distinguishing the source of flow between asset ownership.
- The evaluation of conveyance and the cost of conveyance improvements is limited to the NEW Water system and does not consider the capacity of municipal wastewater conveyance systems.
- The model used for the evaluation was created to support the Interceptor Master Plan, which is a broader focus than the assessment and management of I&I. This evaluation is a preliminary look using the model as-is. The model will need to be updated and recalibrated before the Regional I&I Reduction Program is fully implemented.
- The model used for this evaluation was created in 2018 and has not been re-calibrated since that time. Therefore, the flows for the baseline condition may not be representative of today's flows.
- The model results and costs may not compare with past studies. This is an independent review with the sole purpose of comparing difference scenarios and options.
- Future growth areas are defined by an estimated future year 2070 population for each catchment area.
- Future flow growth is assumed to be 75 gallons per capita per person per day (gpcd). This value represents 45 gpcd for user generated flow and 30 gpcd for I&I entering the system.
- The baseline population is estimated to be 221,000 persons. According to the Brown County Regional Planning Commission, the future year 2070 population is projected to be 604,000, which is 2.7 times larger than the baseline population. This increase in population is particularly important in the DPF service area.
- I&I unit costs do not represent any specific rehabilitation approaches for reducing I&I.
- The evaluation uses the existing I&I rates without further increases that might happen in the future from progressive system degradation, as it is assumed that NEW Water and its customer municipalities are completing future systematic asset maintenance to prevent this.

Section 3: Assessment of System Performance

This section discusses the evaluation criteria and assessment of the performance of the NEW Water wastewater conveyance and treatment system during simulations of the Baseline 10%, Future 10%, Baseline 25%, and Future 2% Probability scenarios, prior to adding any improvements to the conveyance system or treatment facilities.

3.1 Evaluation Criteria

The team used the following criteria to evaluate system performance:

- Zero sanitary sewer overflows (SSO)
- Water levels in the sewers are allowable up to 10 feet below the ground level unless the manhole depth is less than 10 feet below the ground; for these shallow manholes, no surcharging is allowed.
- No exceedance of pump station firm capacity at the lift stations not at the GBF and DPF



- GBF Capacity of 148.8 million gallons per day (mgd) and DPF Capacity of 40.4 mgd

3.2 10% Probability Scenario

Figure 3-1 shows the model-simulated peak hourly flow during the Baseline 10% Probability scenario. In this figure, each catchment is color-coded by its wet weather flows normalized in gallons per acre per day (GPAD). Since the dry weather portion of the flow is subtracted from the GPAD values, catchments with higher GPAD values have more I&I. Figure 3-1 is helpful for identifying which portions of the NEW Water system have the highest I&I rates, as identified by the darker blue areas. The peak I&I flow per unit area values are also used to estimate the cost of I&I reduction efforts.

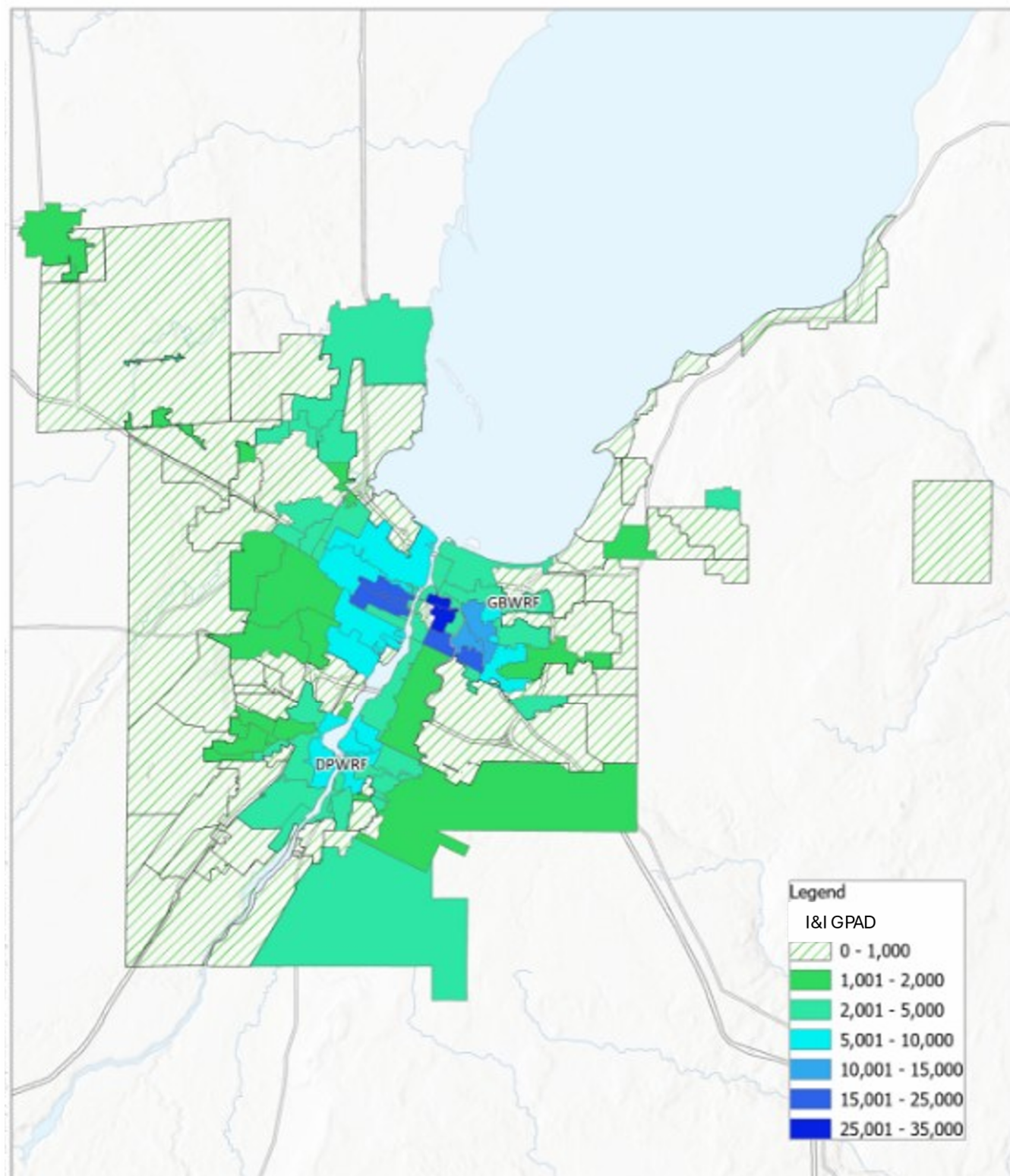


Figure 3-1. Results of Baseline 10% Scenario – gpad by Catchment

Figures 3-2 and 3-3 provide plan views of the NEW Water interceptor system with the results of the Baseline 10% Probability simulation. Figure 3-2 shows the simulated water level at each manhole as compared to the ground level and Figure 3-3 compares the simulated peak flows versus the pipe capacity under the Baseline 10% Probability scenario. Larger versions of Figures 3-2 through 3-9 are included in Attachment A.

There are many cases where the manholes are surcharged but the pipes in that area are not identified as capacity limited pipes. This is caused by a downstream restriction, such as in the downstream sewers or pumps, that causes an upstream surcharge condition even though the pipes near the manhole have adequate capacity. It is important to consider both peak water level and pipe flow versus capacity to obtain a full picture of system performance.

In Figure 3-2, the manholes are color coded by the number of feet between the water level and the ground level. The small purple dots indicate manholes where the water level is 0 to 10 feet below the ground level. Manholes where the water level is greater than the ground level are indicated by larger red dots. This figure shows that during the Baseline 10% Probability simulation, none of the manholes have simulated water levels that are above the ground and only 1% have levels that are 10 feet or less from the ground.

Figure 3-3 helps to identify the pipes that have a capacity restriction. In Figure 3-3, each pipe segment in the model is color coded to identify the ratio of simulated peak flow to pipe capacity. The Mannings's equation full pipe flow rate is defined as the "capacity" of the pipe. A ratio of 1 for the peak flow versus full pipe capacity means that the pipe is at capacity. A ratio less than 1 indicates that there is still pipe capacity during peak flow; on Figure 3-3, these are the pipes shown in black and green. Pipes with a ratio of more than 1 indicates that there is more peak flow than the pipe can handle. In Figure 3-3, the blue pipes have a peak flow that is up to 20% greater than capacity. Pipes that are colored pink have a peak flow up to twice as high as capacity; this creates a risk of surcharging which can affect the performance of connected municipal customer sewer systems. Pipes colored red have peak flows more than double the pipe capacity.

This is a high-level screening approach to identify areas of capacity restriction. It is best to view an image like this along with a picture of manhole surcharging to see where capacity restrictions are causing a risk of overflows. This capacity screening can show colored pipes just because they have locally flat slope (hence a low Manning's capacity value). This is generally not a problem if the flat sloped pipes are short, and the neighboring pipes do not have a flat slope. Under the Baseline 10% Probability scenario, 3% of the interceptor sewers in the NEW Water system have insufficient capacity.

Figures 3-4 and 3-5 provide a plan view of the NEW Water interceptor system under the Future 10% Probability scenario. Under this scenario, 5% of the interceptor sewers in the NEW Water system have insufficient capacity and 2% of the manholes have simulated water levels that are 10 feet or less from the ground; there are no manholes where the water level exceeds the ground level. The results are very similar to those for the Baseline 10% Probability scenario.

Table 3-1 summarizes the performance of the GBF and DPF in the Baseline and Future 10% Probability scenarios. The capacity of the GBF is 148.8 mgd and the DPF capacity is 40.4 mgd. For both the Baseline and Future scenarios, the peak flow to the GBF and the DPF is less than or equal the capacities of the facilities.

Table 3-1. Summary of Treatment Facility Performance in 10% Probability Scenarios							
Treatment Facility	Facility Capacity (mgd)	Baseline 10% Probability			Future 10% Probability		
		Peak Flow (mgd)	Peak Flow Above Capacity (mgd)	Storage Needed (MG)	Peak Flow (mgd)	Peak Flow Above Capacity (mgd)	Storage Needed (MG)
GBF	148.8	132	0	0	147	0	0
DPF	40.4	31	0	0	40	0	0



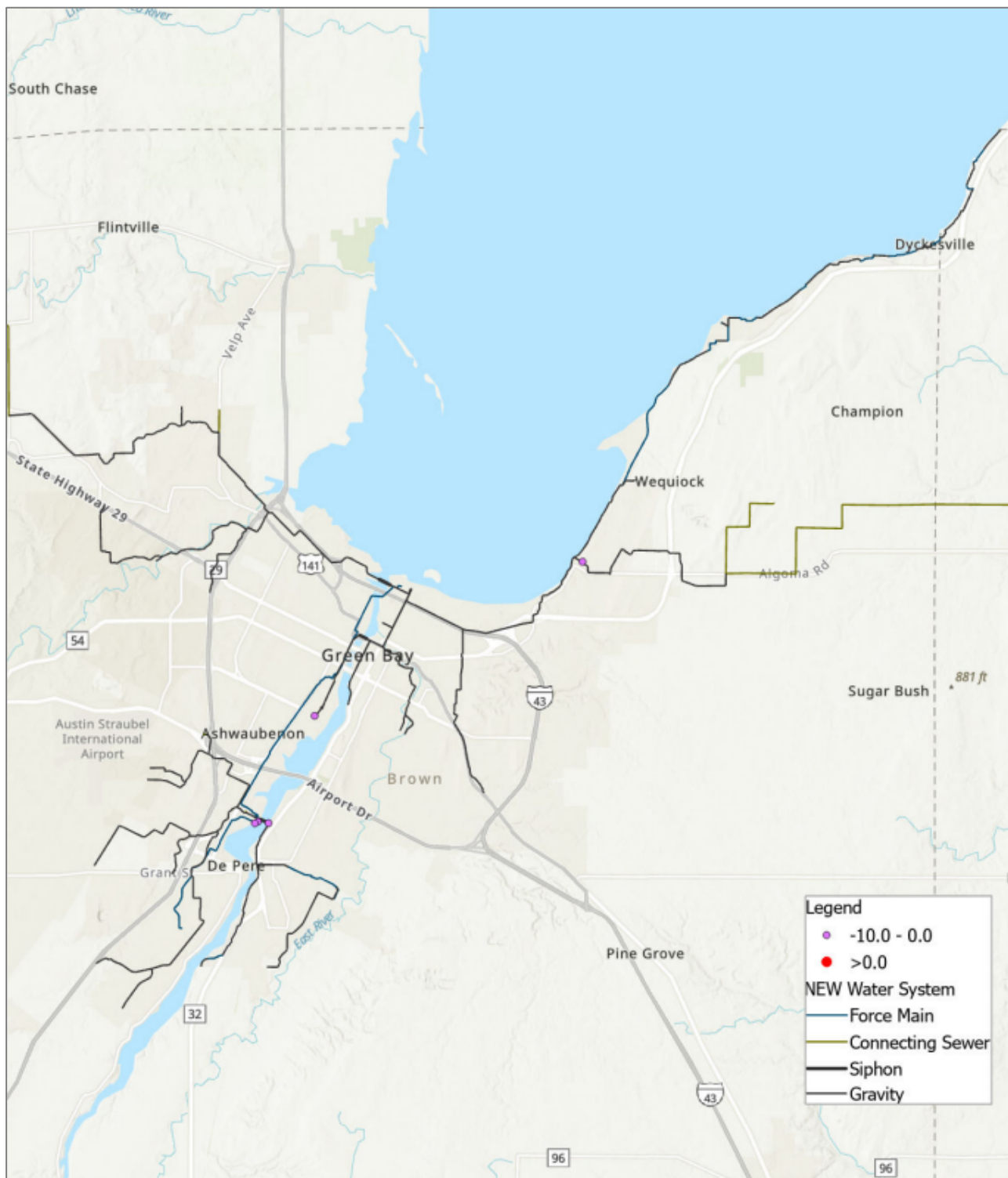


Figure 3-2. Results of Baseline 10% Probability Simulation - Manhole Water Level Versus Ground Level

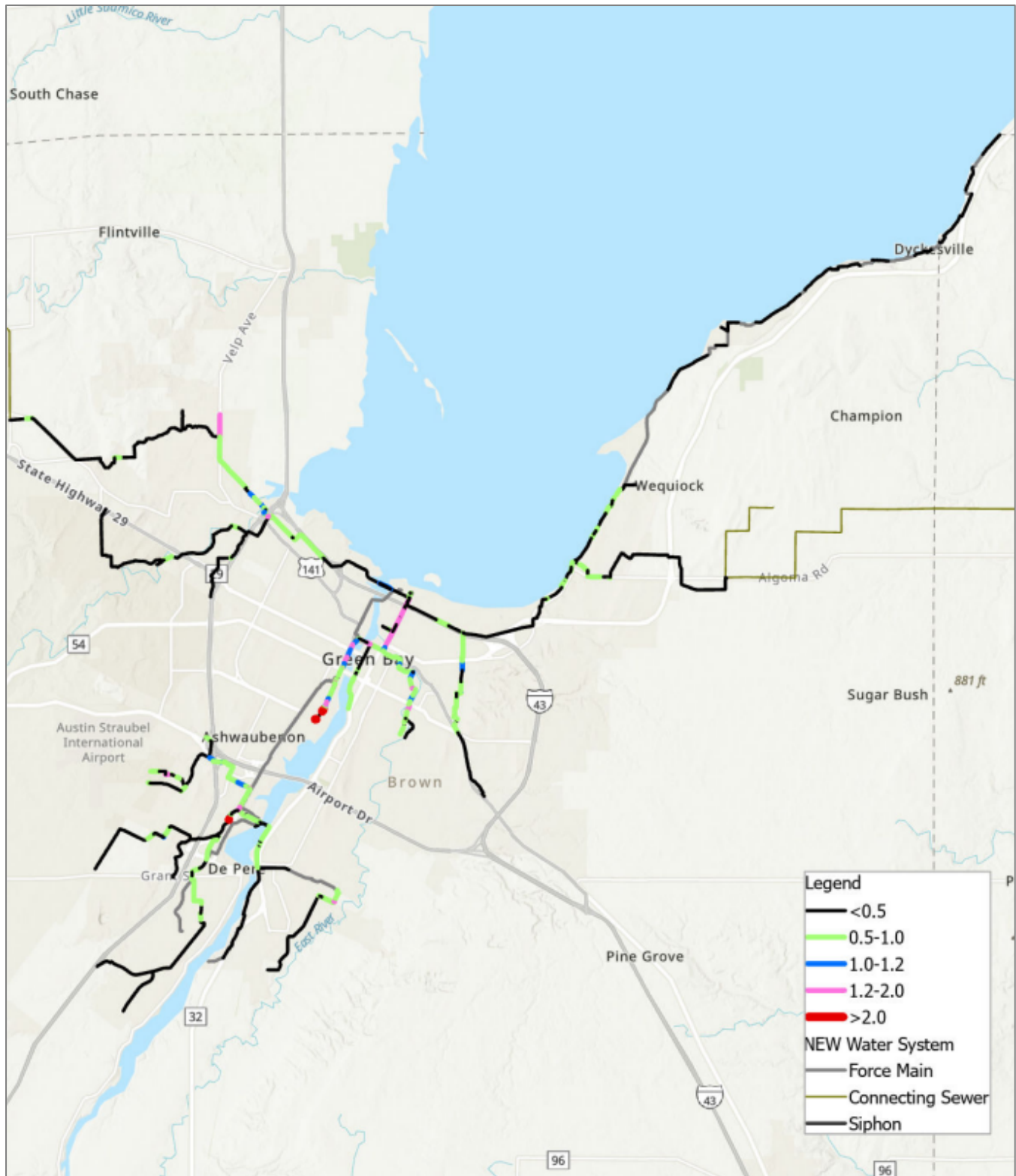


Figure 3-3. Results of Baseline 10% Probability Simulation - Peak Flow to Pipe Capacity Ratio

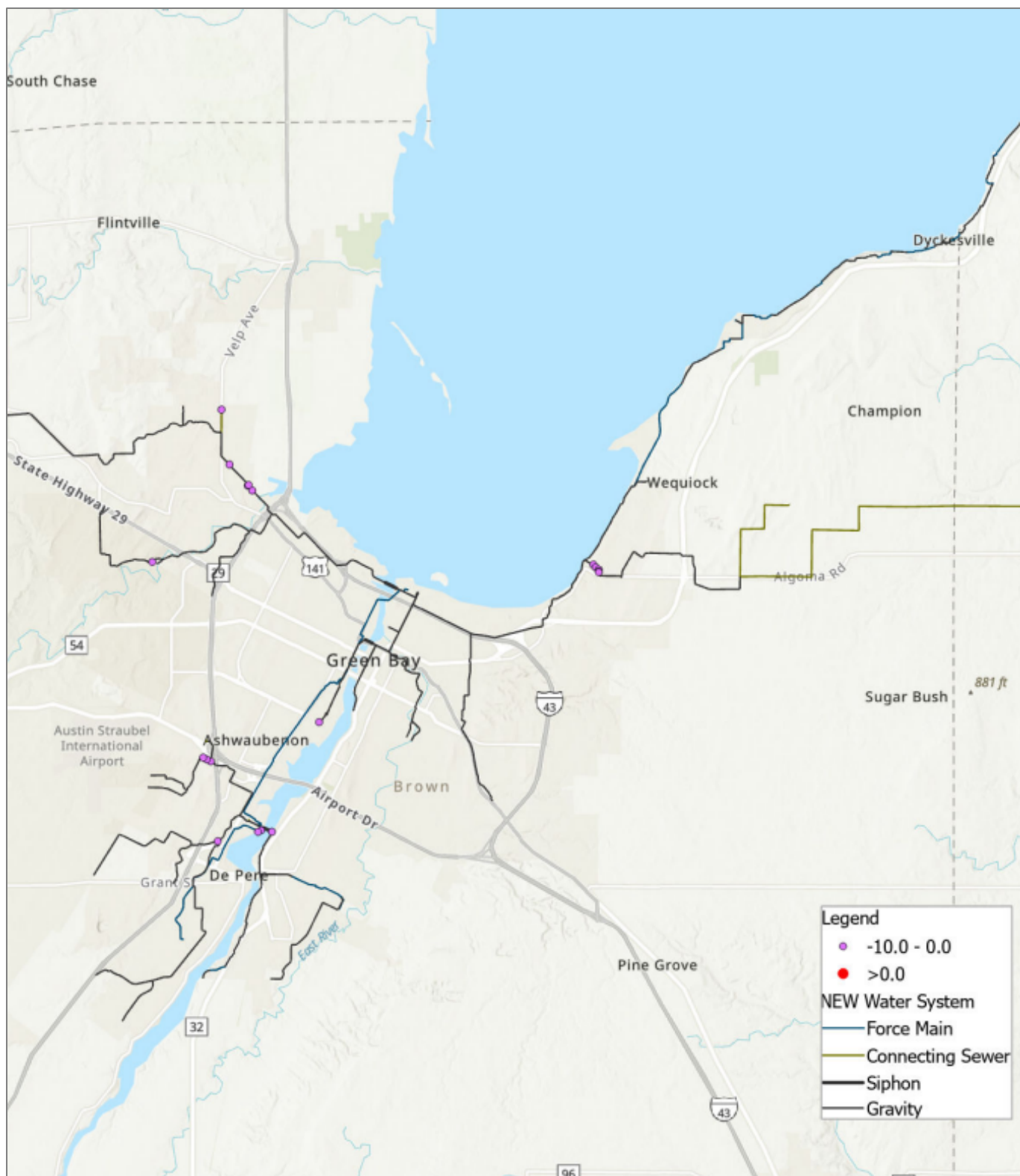


Figure 3-4. Results of Future 10% Probability Simulation - Manhole Water Level Versus Ground Level

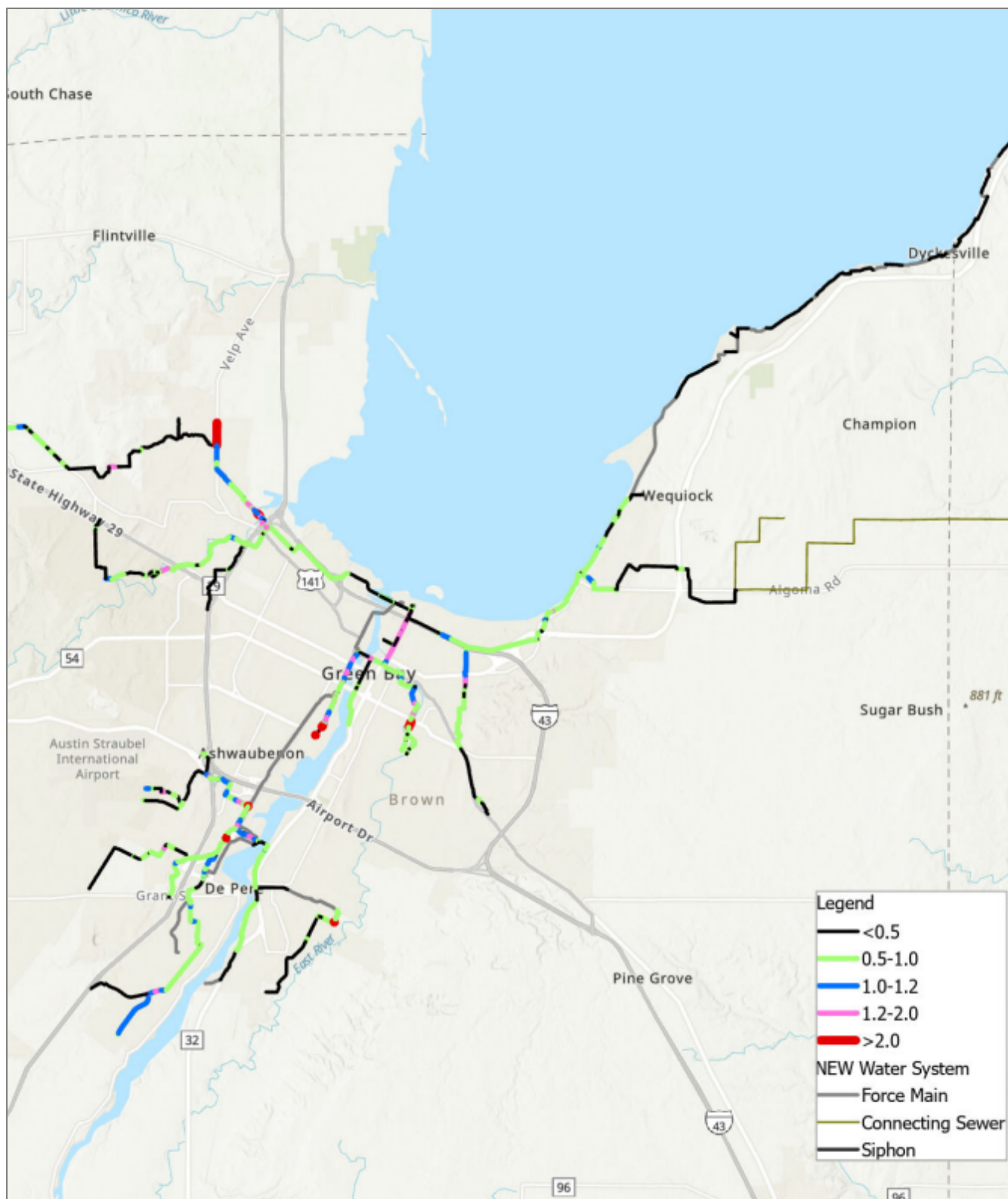


Figure 3-5. Results of Future 10% Probability Simulation - Peak Flow to Pipe Capacity Ratio

3.3 2% Probability Scenario

Figures 3-6 and 3-7 provide the results of the model simulation of the NEW Water interceptor system under the Baseline 2% Probability scenario. Figures 3-8 and 3-9 provide the results of the model simulation under the Future 2% Probability scenario. These figures show that the system is much more strained under the 2% Probability scenarios than under the 10% Probability scenarios.

The simulation of the Baseline 2% Probability scenario shows that 8% of the interceptor sewers have insufficient capacity. It also demonstrated that 8% of the manholes have water levels that are within 10 feet of the ground surface and 2% of the manholes have water levels that exceed the ground surface.

For the Future 2% Probability scenario, the simulation showed that 11% of the interceptor sewers have insufficient capacity and 14% of the manholes have water levels that are within 10 feet of the ground surface; 5% of the manholes have water levels that exceed the ground surface.

Table 3-2 summarizes the performance of the GBF and DPF in the Baseline and Future 2% Probability scenarios. For the Future 2% Probability scenario, the peak flow to the GBF is 193 mgd, or 44 mgd greater than its capacity; the peak flow to the DPF is 68 mgd, or 28 mgd greater than its capacity. To contain the peak flows that exceed the capacities of these facilities, this translates to a storage need of 22 MG for the GBF and 13 MG for the DPF.

Table 3-2. Summary of Treatment Facility Performance in 2% Probability Scenarios							
Treatment Facility	Facility Capacity (mgd)	Baseline 2% Probability			Future 2% Probability		
		Peak Flow (mgd)	Peak Flow Above Capacity (mgd)	Storage Needed (MG)	Peak Flow (mgd)	Peak Flow Above Capacity (mgd)	Storage Needed (MG)
GBF	148.8	174	25	5	193	44	22
DPF	40.4	56	16	5	68	28	13

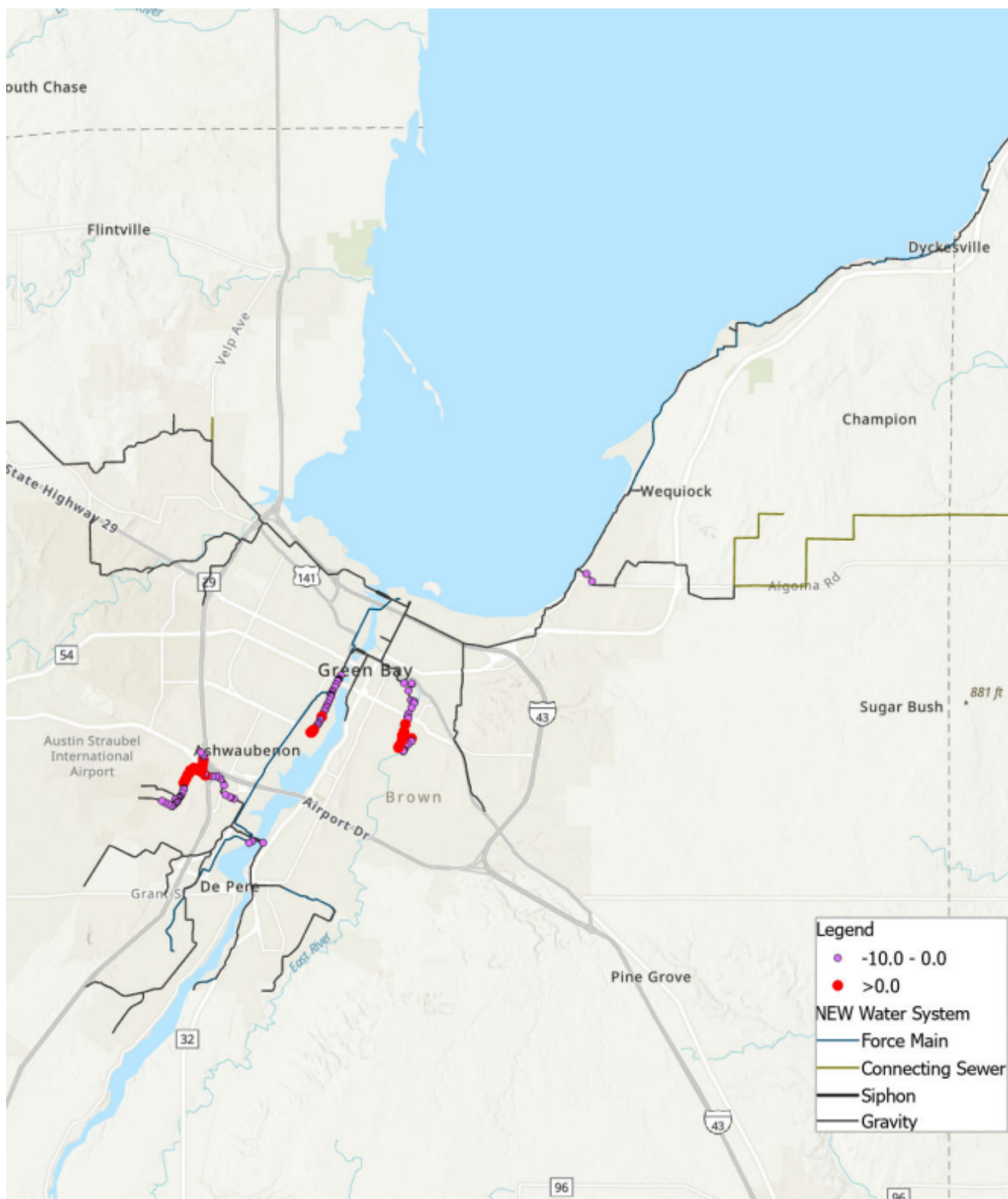


Figure 3-6. Results of Baseline 2% Probability Simulation - Manhole Water Level Versus Ground Level

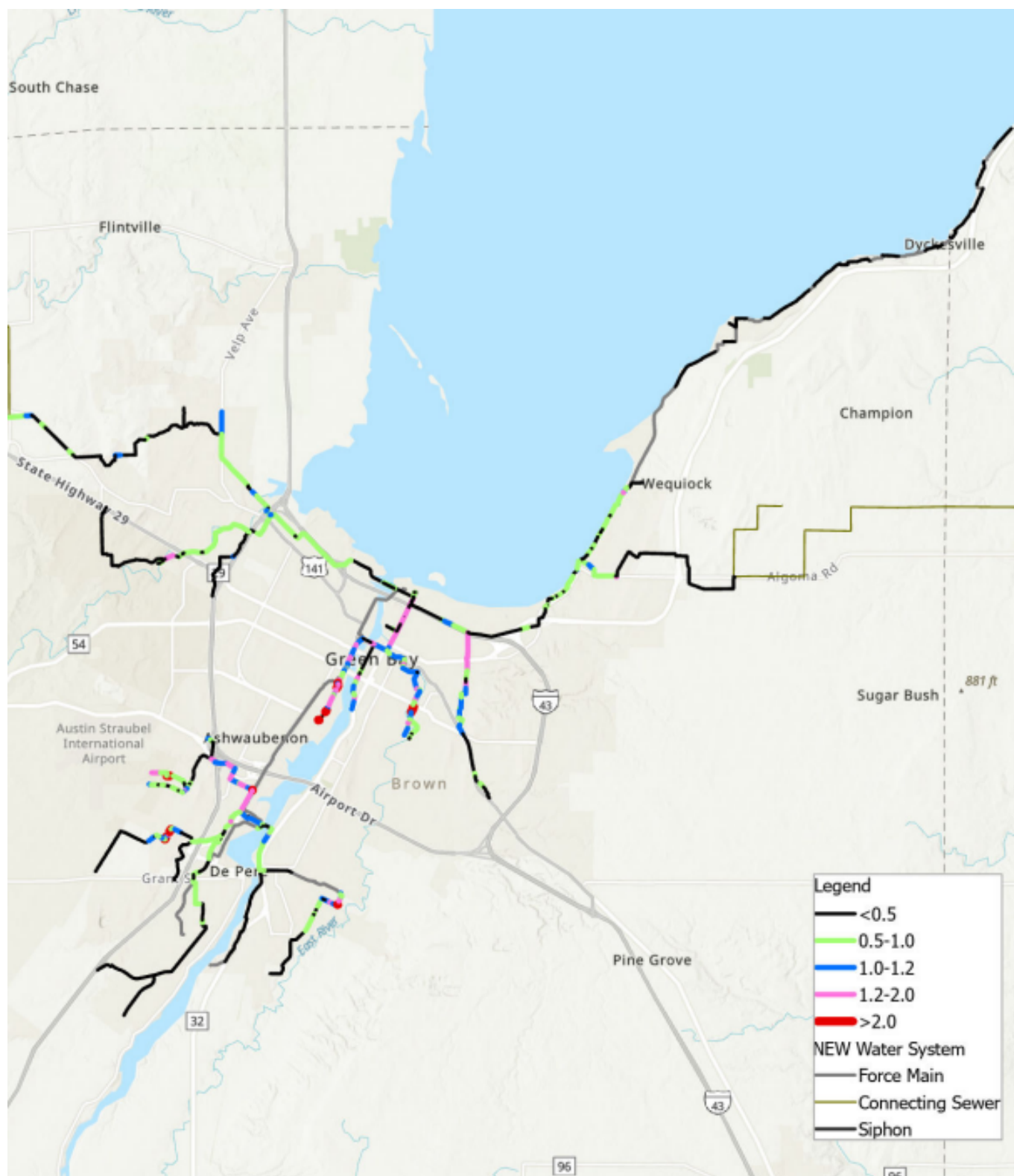


Figure 3-7. Results of Baseline 2% Probability Simulation - Peak Flow to Pipe Capacity Ratio

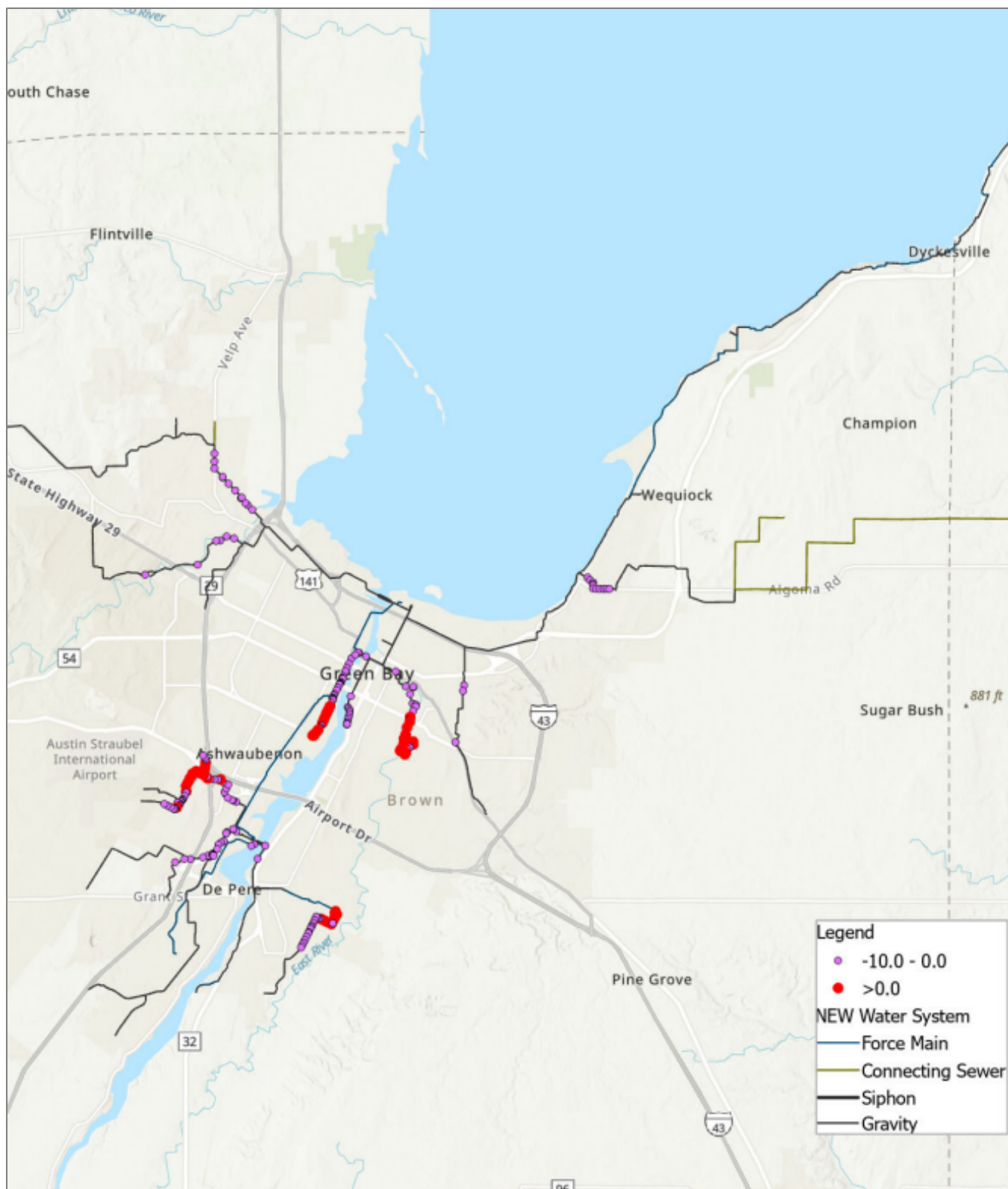


Figure 3-8 Results of Future 2% Probability Simulation - Manhole Water Level Versus Ground Level

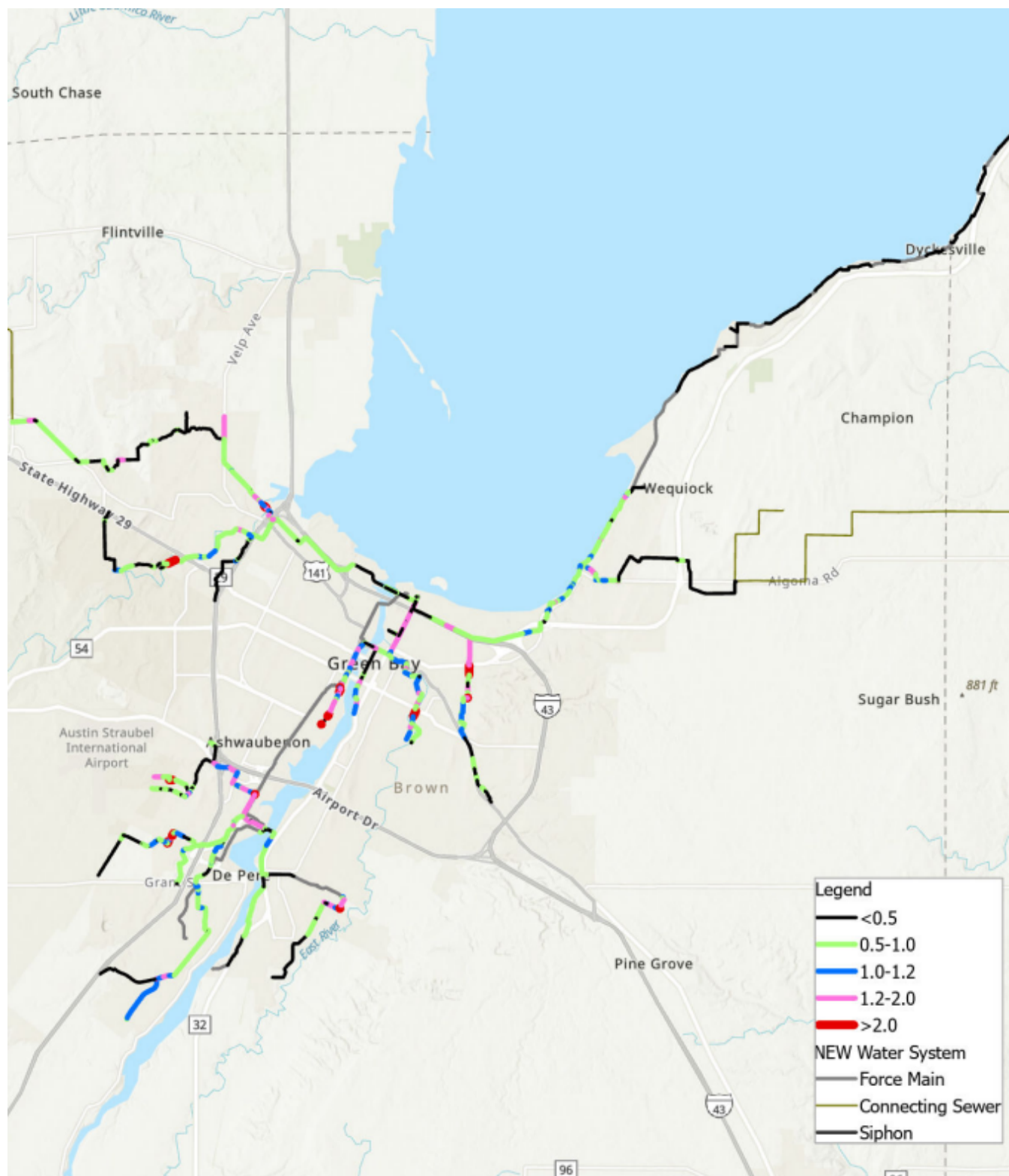


Figure 3-9. Results of Future 2% Probability Simulation - Peak Flow to Pipe Capacity Ratio

3.4 Comparison of Scenarios

Table 3-3 summarizes the simulated model results of the Baseline 10%, Future 10%, Baseline 2%, and Future 2% Probability scenarios.

As seen in Table 3-3, the NEW Water system performs better under the Future 10% Probability scenario than under the Baseline 2% Probability scenario. This shows that a lower probability event, or larger storm, will stress the system more than increased development.

Please note that not all pipes with flow exceeding capacity will need upsizing; some of these pipes may be able to tolerate the higher flows provided that the surcharge is not excessive. An example of this scenario is the Quincy Street Interceptor (QSI). While the capacity of the QSI has been exceeded during the simulation of the 2% Probability events, the surcharging does not come within 10 feet of the ground surface. Therefore, the QSI would not require improvements based on the evaluation criteria provided in Section 3.1.

Table 3-3 is a screening level summary of the pipes and not an identification of deficiencies.

Table 3-3. Comparison of Simulated Model Results by Scenario				
Simulated Performance Metric	Baseline 10% Probability	Future 10% Probability	Baseline 2% Probability	Future 2% Probability
Percent of total pipe length with peak flow greater than 120% of full pipe capacity	3%	5%	8%	11%
Number of manholes with water less than 10 feet from the ground surface	8	22	87	160
Percent of manholes with water level less than 10 feet from the ground surface.	1%	2%	8%	14%
Number of manholes with water level above the ground surface	none	none	28 manholes in the model	60 manholes in the model
Percent of manholes with water level above the ground surface	0	0	2%	5%

Total inventory of NEW Water interceptors: 449,700 LF (in the model)

Total number of NEW Water manholes: 1152

Figure 3-10 shows the hydrographs at the GBF for each of the four scenarios. As seen in this figure:

- The GBF has adequate capacity for the peak flow from the Baseline and Future 10% Probability scenarios.
- Peak flow is greater than the GBF capacity for the Baseline and Future 2% Probability scenarios.
- For the Baseline 2% Probability scenario, the storage volume needed is 13 MG; this is indicated by the area under the dotted light blue line that is above the 148.8 mgd GBF capacity line.
- For the Future 2% Probability scenario, the storage volume needed is 22 MG; this is indicated by the area under the dotted dark blue line that is above the 148.8 mgd GBF capacity line.

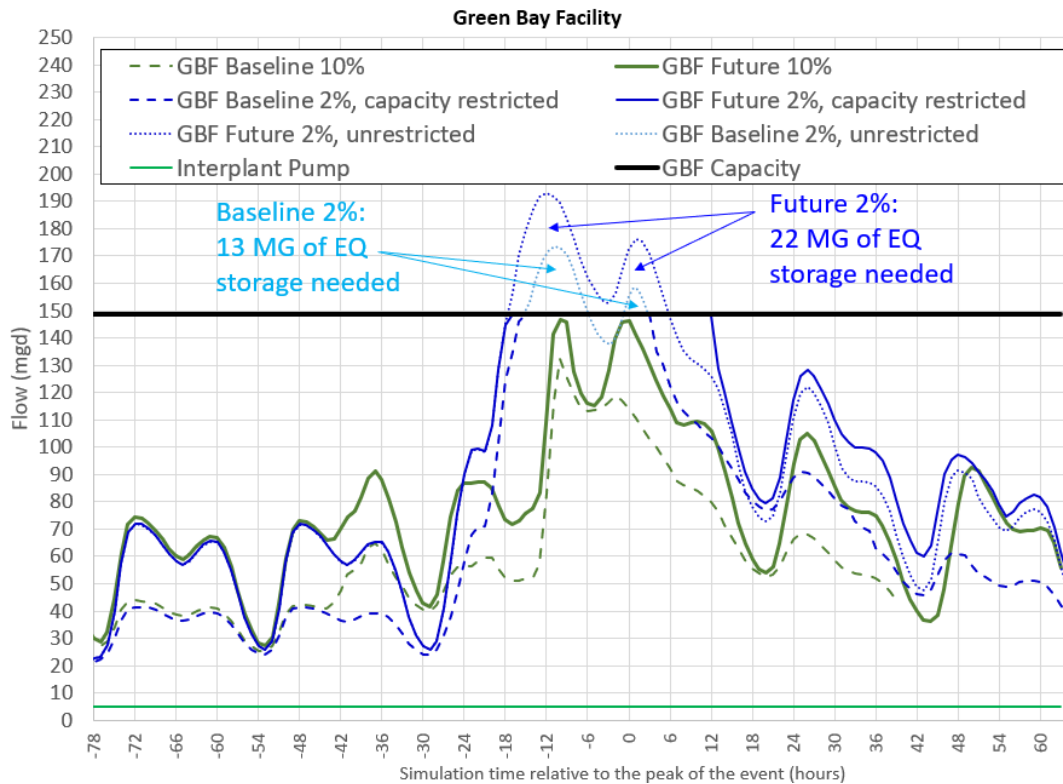


Figure 3-10. Comparison of Hydrographs for each Scenario at the GBF

Figure 3-11 shows the hydrographs at the DPF for each of the four scenarios. As seen in this figure:

- The DPF has adequate capacity for the Baseline and Future 10% Probability scenarios.
- Peak flow to the DPF is greater than DPF capacity for the Baseline and Future 2% Probability scenarios.
- The storage volume needed to contain the Baseline 2% Probability scenario is 5 MG; this is indicated by the area under the dotted orange line that is above the 40.4 mgd DPF capacity line.
- The storage volume needed to contain the Future 2% Probability scenario is 13 MG; this is indicated by the area under the dotted red line that is above the DPF capacity line.

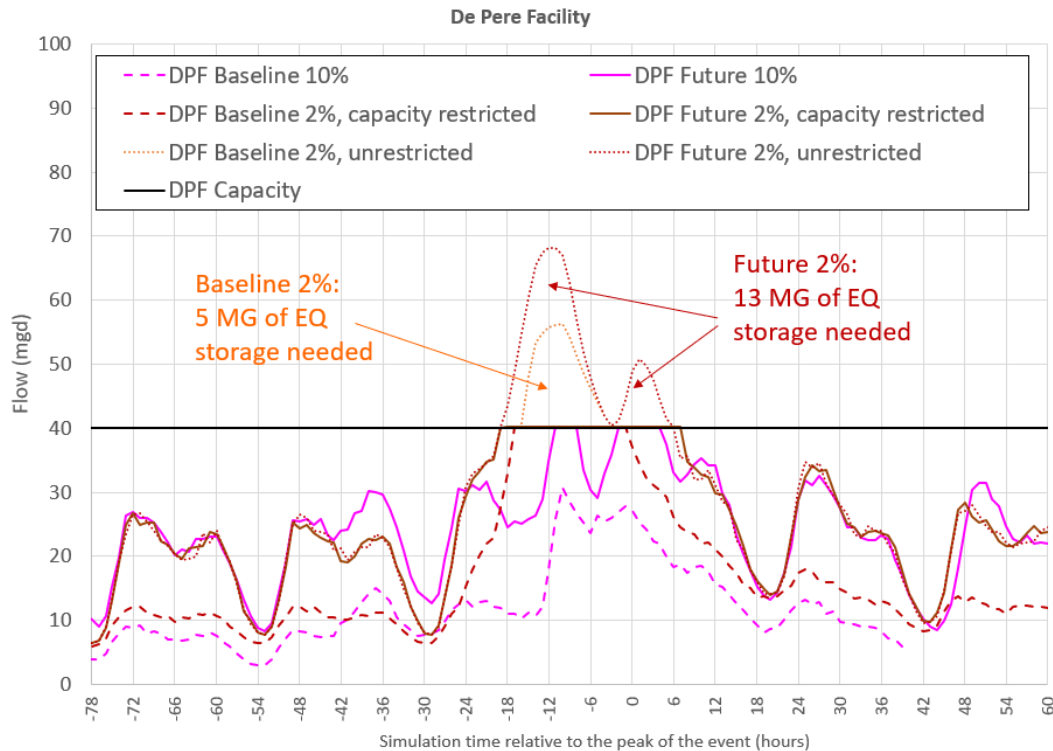


Figure 3-11. Comparison of Hydrographs for each Scenario at the DPF

Section 4: Financial Impact Evaluation

This section discusses the results and conclusions of the Financial Impact Evaluation. The Financial Impact Evaluation was only completed for the Future 2% Probability scenario because it represents the most extreme scenario with the most impacts to the wastewater conveyance and treatment facilities. Costs developed for this evaluation only represent estimated construction costs and do not include other related costs such as design and construction management.

For the Financial Impact Evaluation, the team identified different options for containing all the simulated flows within the wastewater conveyance and treatment facilities during each modeled scenario. These options included:

- Convey+EQ Only
- I&I Reduction Only
- Convey+EQ+I&I Reduction

Costs presented in this TM represent planning level construction costs and are intended only for comparison of the different scenarios. As a result, the costs may not align with other NEW Water planning level costs.

4.1 Convey+EQ Only Option

The Convey+EQ Only option conveys the additional flow through improvements to the interceptors, pump stations and force mains, broadly referred to as the “conveyance system” for this evaluation. It also includes adding equalization tanks to store the excess flow at the GBF and DPF, rather than considering upgraded capacity at the treatment facilities.

This option considers I&I rates that would remain as-is and explores the conveyance system improvements needed to manage the Future 2% Probability scenario successfully. Attachment B includes details on which facilities would be upsized under this scenario and the estimated construction costs for improvements.

For this evaluation, the sewers identified as not meeting the evaluation criteria were upsized to adequately convey the flow. For the Future 2% Probability scenario, 33,087 LF of interceptor sewers would need to be upsized, or 6% of the interceptor sewers in the NEW Water network. The planning-level construction cost to upsize these sewers is \$18million, based on the interceptor unit costs from NEW Water’s *Interceptor Master Plan* (Donohue, 2018), and adjusted for inflation based on the Engineering News Record (ENR) Consumer Cost Index (CCI). An ENR CCI of 14,200 was used for December 2017 and an ENR CCI of 17,368 was used for February 2024 (ENR, 2024).

Based on the lift station firm capacities that were identified in NEW Water’s *Lift Station Facilities Plan* (Strand, 2022), 10 of the lift stations in the model have simulated peak flows to the lift station that exceed the lift station firm capacities. The planning-level construction cost to upgrade these lift stations is \$20 million. This estimated cost is based on the Raw Wastewater Pumping Stations Construction Costs chart from *Pumping Station Design, Revised Third Edition* (Jones, 2008), and adjusted for inflation using the February 2024 ENR CCI. These unit costs were also validated against the lift station upgrade costs in the NEW Water *Lift Station Facilities Plan*.

With the increases to the lift stations’ capacity, three of the force mains will also need to be upsized to keep the velocities less than 8 feet per second. These are the force mains at ERLS, EBS-7, and EBS-9. The planning-level construction cost to upgrade these three forcemains is about \$5 million, based on the interceptor unit costs from NEW Water’s *Interceptor Master Plan* (Donohue, 2018). These estimated costs were adjusted for inflation using the February 2024 ENR CCI, as well as validated against the forcemain upgrade costs that were included in the NEW Water *Lift Station Facilities Plan*.

The most expensive improvement is for managing the peak flow in excess of the GBF and DPF capacities. This evaluation used equalization (EQ) storage for the management of this excess flow. The cost of EQ storage for each treatment facility was based on a unit cost of \$7 per gallon, which is the storage gallon unit cost from the *NEW Water Interceptor Master Plan* (Donohue, 2018) adjusted for inflation based on the ENR CCIs. For the Future 2% Probability scenario, 22 MG of storage is needed at the GBF for a cost of \$154 million and 13 MG of storage is needed at the DPF for a cost of \$91 million, for a total EQ storage cost of \$245 million.

The planning-level construction cost for all these improvements is estimated as \$288 million. Notice that the cost of EQ storage at GBF and DPF dominates the total cost, as the cost of upsizing the interceptors and pumps is a relatively small fraction.

4.2 I&I Reduction Only Option

If the conveyance system remains as-is, the I&I Reduction Only option explores the I&I reduction necessary to convey the Future 2% Probability scenario successfully. This option eliminates I&I in excess of system capacity at the most impactful catchments, which are those catchments with the highest I&I rates (GPAD value) as identified in dark blue in Figure 3-1.

The costs for I&I reduction were estimated based on a trendline of unit costs that was developed from past I&I reduction projects that have been completed in the United States; the trendline is based on the cost to remove the I&I as compared to the amount of I&I before the reduction efforts. Attachment C includes details on how this cost was estimated. The approach does not assume any specific approach for repairing public and/or privately-owned components of the upstream wastewater conveyance system.

To make it easier to evaluate the impacts of I&I, I&I in the GBF service area was evaluated independently of the DPF area. Figure 4-1 shows the catchments that are tributary to the GBF, sorted by gpad from highest to lowest. The cost to achieve a series of I&I reduction steps was estimated. The strategy would be to first reduce I&I in those catchments with the highest I&I rates (leakiest) and continue to work on I&I in other catchments until reaching a level where the flows fit within the existing capacity of the conveyance and treatment facilities for the Future 2% Probability scenario. For the GBF service area, the leakiest catchments are above 20,000 gpad. Five steps were used to bring the I&I rates down to 2,500 gpad to manage the Future 2% Probability scenario flows within the existing conveyance and treatment system. This requires I&I work in 38 catchments in the GBF area to reduce the I&I flows by 45%. This level of I&I reduction would require substantial work in half of the catchments tributary to the GBF, at an estimated construction cost of \$387 million.

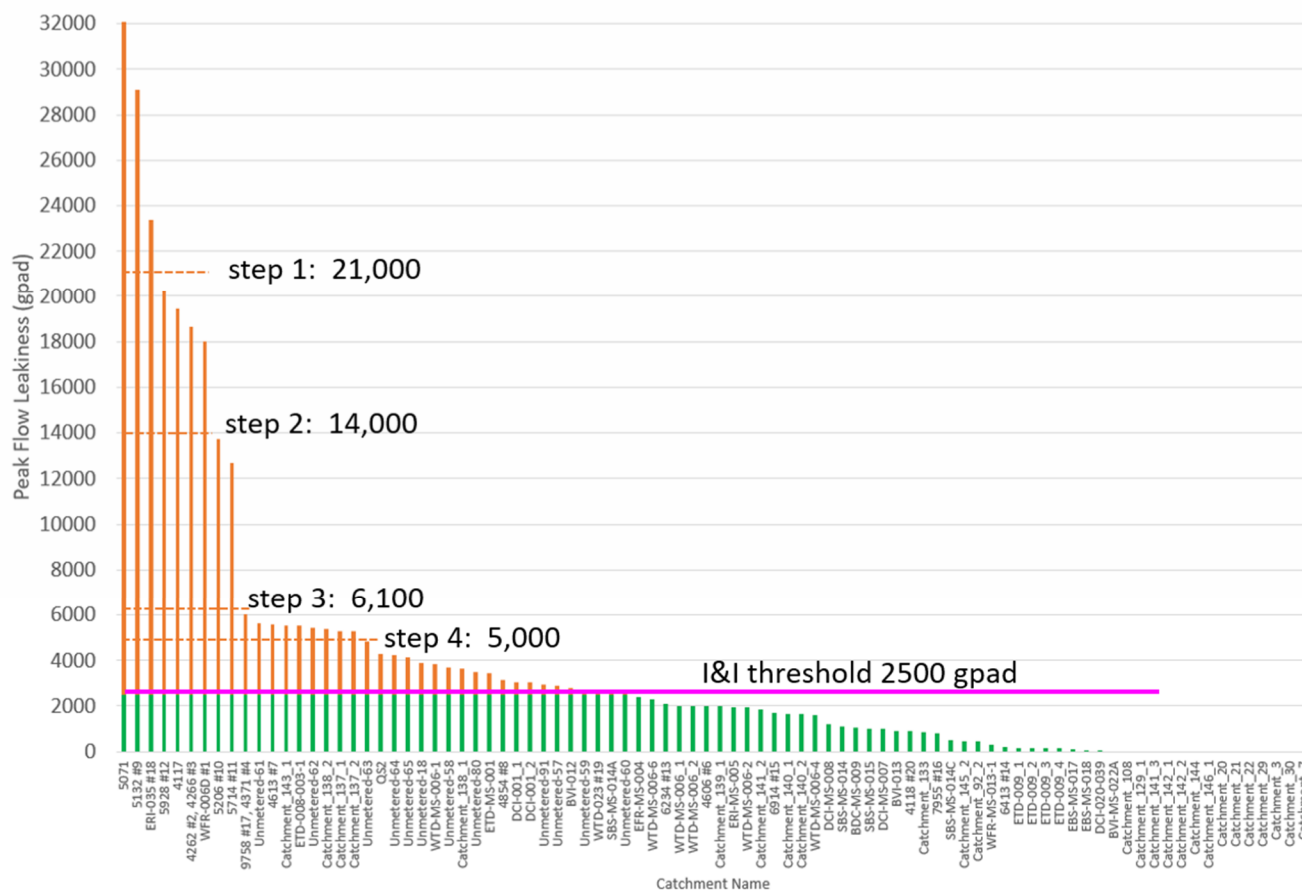


Figure 4-1. Catchments tributary to the GBF, sorted by highest gpad.

Figure 4-2 shows the catchments that are tributary to the DPF, sorted by gpad from highest to lowest. For the DPF service area, the leakiest catchments are above 6,000 gpad. Six steps were used to bring the I&I rates down to 800 gpad to manage the Future 2% Probability scenario flow within the existing wastewater conveyance and treatment facilities. This requires I&I work in 38 catchments in the DPF area to reduce peak I&I by 65%. This level of I&I reduction would require work in two-thirds of the catchments at an estimated construction cost of \$260 million.

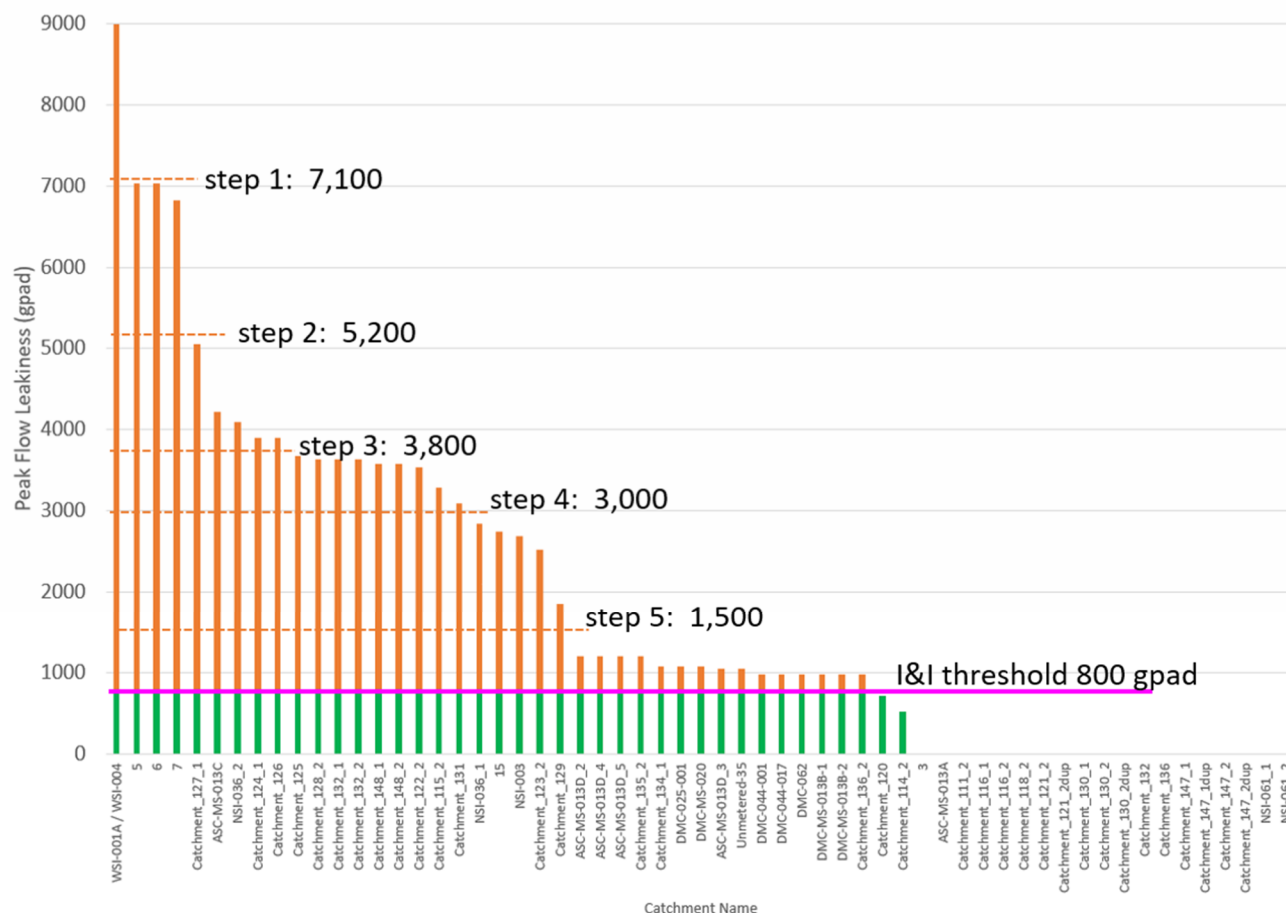


Figure 4-2. Catchments tributary to the DPF, sorted by highest gpad.

Note: A number of catchments in the model were added for the future development areas. These future areas were not in the model when it was calibrated for the existing conditions. The I&I values shown in Figures 7 and 8 are for the catchments that were active in the existing conditions. The future catchments were assigned an I&I allowance of 30 gallons per capita per day. That is why many catchments in the bar graph do not have a value. These are not anticipated to be areas of significant I&I.

The total cost of I&I reduction in both the GBF and DPF service areas is in the range of \$647 million to achieve a 49% reduction in the overall system peak I&I rates.

This is an extreme case where all the capacity exceedances of the wastewater conveyance and treatment facilities are resolved by only with I&I reduction. It is not intended to be a realistic option, but a bookend solution to help appreciate the benefits of mixing of capacity improvements along with some I&I reduction.

4.3 Convey+EQ+I&I Reduction Option

The Combination Option uses a combination of I&I reduction and conveyance improvements to manage the remaining flow. Figure 4-3 shows the amount of I&I reduction versus the cost of this reduction for the Convey+EQ Only, I&I Reduction Only, and Convey+EQ+I&I Reduction options. In this figure, the blue curve is the cost of wastewater conveyance system improvements, including EQ storage at GBF and DPF (Convey+EQ). The orange curve is the cost of I&I reduction, which rapidly increases as more I&I reduction is needed. The green curve is the sum of conveyance improvements and I&I reduction.

In general, Figure 4-3 shows that the cost of I&I reduction is much greater than conveyance system improvements. The most cost-effective combination of I&I reduction and conveyance system improvements is when the I&I is reduced by 10% in those catchments with the highest I&I in the system. This is the point where the green line changes from decreasing to increasing, or the “knee of the curve”. At this point, a tactical program of I&I reduction in these catchments may be worth the effort because it reduces the demand for conveyance improvements without the I&I work becoming cost prohibitive.

If the I&I is reduced by 10%, targeting the highest I&I rate areas first, the conveyance improvement costs and EQ storage can be reduced from \$288 million to approximately \$165 million. With this level of I&I reduction, EQ storage volume needed at the GBF is approximately 9 MG and at the DPF is approximately 9 MG. It is estimated that a \$65 million investment in I&I reduction efforts for the Future 2% Probability scenario would save approximately \$123 million in EQ storage cost at the GBF and DPF. The “cost-effective” level of I&I reduction is approximately 10% reduction in wet weather flows, for a total cost of \$229 million.

It is important to note that systematic asset maintenance is needed in all the catchments to prevent degradation in I&I rates over time. This analysis does not include an estimate of the cost of systematic asset maintenance, yet it is essential for the long-term successful operation of the system for level of protection that is enjoyed today. I&I reduction also has a dual benefit of repairing degradation in the conveyance system as well as reducing flows.

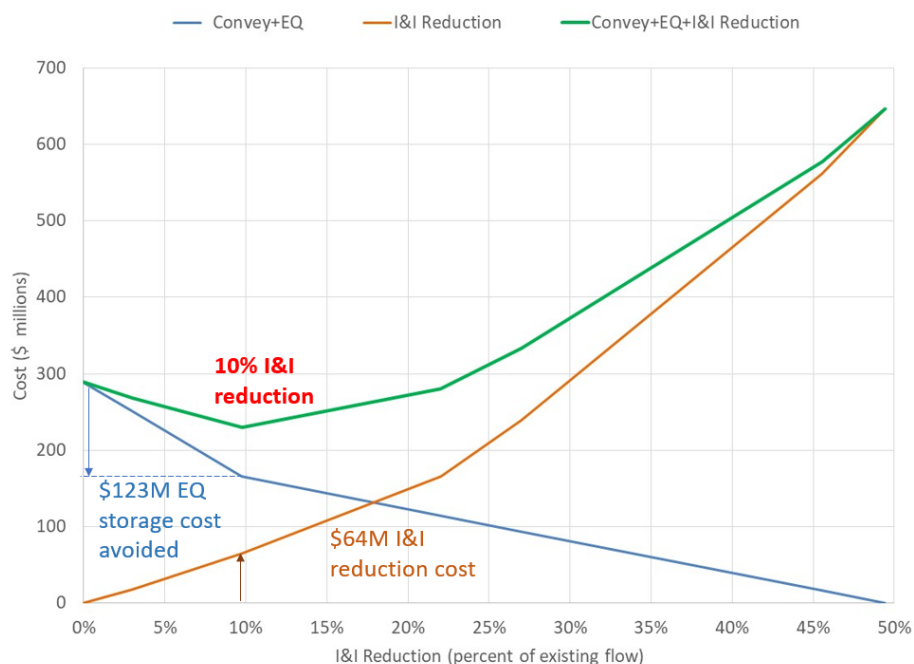


Figure 4-3. Comparison of Costs for the Convey+EQ Only, I&I Reduction Only, and Convey+EQ+I&I Reduction Options.

4.4 Conclusions

This evaluation assessed the performance of the NEW Water wastewater conveyance and treatment facilities during the Baseline 10%, Future 10%, Baseline 2%, and Future 2% Probability flow scenarios. It also provided a planning-level estimate of the approximate construction cost of I&I reduction within the NEW Water service area compared to the cost of improvements to the wastewater conveyance and treatment facilities during the Future 2% Probability scenario. The evaluation provided a broad assessment of the NEW Water interceptor system, its lift stations and force mains, and its treatment facilities, which include the GBF and the DPF.

Table 4-1 summarizes the costs of the Convey+EQ, I&I Reduction, and Combination Options. This table shows that the cost of only performing I&I reduction is much greater than the cost to only perform conveyance system improvements with EQ storage. The total cost of conveyance and treatment improvements to manage a Future 2% Probability scenario without excessive surcharging is \$288 million if I&I flow rates and volumes do not change. When coupled with a 10% reduction in I&I, this total cost drops to an estimated \$229 million. The 10% I&I reduction level is the reduction in the overall I&I for the entire NEW Water service area, with focus on the leakiest catchments. A tactical program of I&I reduction in the leakiest catchments is worth the effort because it reduces the demand for conveyance improvements without the I&I work becoming cost prohibitive. I&I reduction has a dual benefit of repairing degradation in the conveyance system as well as reducing flows.



Table 4-1. Summary of Estimated Construction Costs for Future 2% Probability Scenario

Option	EQ Storage at GBF (\$ Million)	EQ Storage at DPF (\$ Million)	EQ Storage at GBF and DPF (\$ Million)	Pump Stations	Force mains	Interceptors	Convey+EQ (\$ Million)	I&I Reduction (\$ Million)	Total (\$ Million)
				Cost (\$ Million)	Cost (\$ Million)	Cost (\$ Million)			
Convey+EQ Only	\$154	\$91	\$245	\$20	\$5	\$18	\$288	\$0	\$288
I&I Reduction Only	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$647	\$647
Convey+EQ+I&I Reduction	\$63	\$63	\$126	\$18	\$5	\$16	\$165	\$65	\$229

Because this is a high-level study, the cost values have a substantial range of variability. The relative cost of conveyance improvements and I&I reduction is more important than the actual numerical values. The purpose of this study is to help compare the cost of I&I to the cost of conveyance improvements. This helps set modest and realistic goals for I&I reduction to achieve the lowest overall cost for the rate payers.

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Attachment A: Supplemental Model Documentation

Evaluation Events

Two events were used to evaluate the hydraulic performance of the system. One is called the 10% probability event and the other is the 2% probability event.

10% probability event

The 10% probability event is based on the rainfall pattern at the Green Bay airport on June 25-27, 1969. The total rainfall depth was 4.9 inches over 36 hours. During this time the rain was concentrated into three waves of high intensity rainfall separated by intervals with little rain. The rainfall hyetograph (a plot of rain intensity over time) is shown in Figure A-1. The data has a 1-hour time step. The rain intensity (units of inches/hour) uses the scale on the left side of the graph. The total accumulated rain depth (units of inches) uses the scale on the right side of the graph.



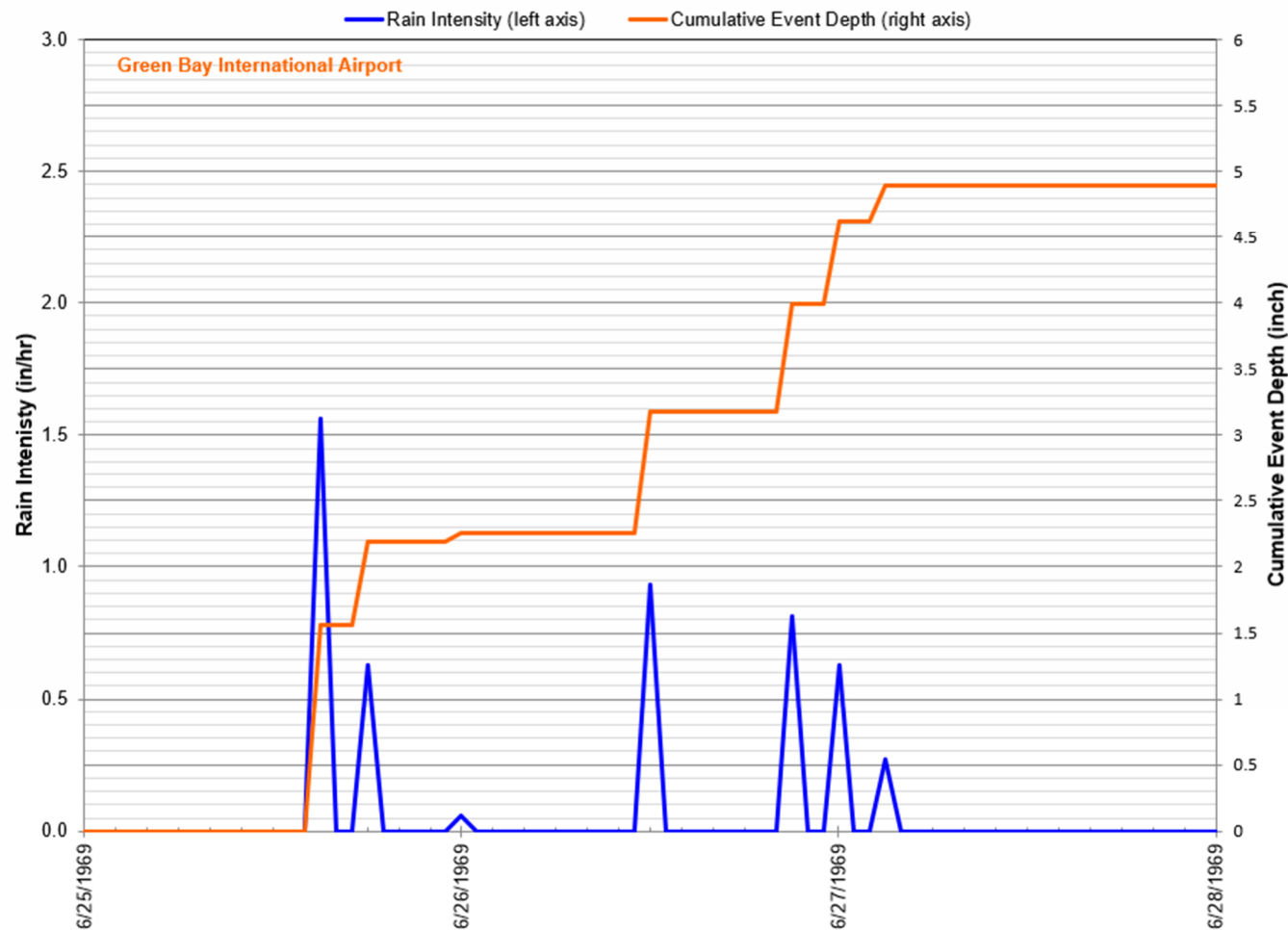


Figure A-1 Rain intensity and depth - 10% Probability Event (June 1969)

The June 1969 event was replotted using a rainfall depth-duration-frequency curve shown in Figure A-2. This orders the rainfall depth values according to a range of time durations. The June 1969 event is plotted in the graph over a background family of curves that are based on the NOAA Atlas 14 rainfall frequency provided by the National Weather Service for the Green Bay region (values based on the airport data).

The rainfall in this event ranks as 10% probability rainfall event (equivalent to a 10-year recurrence interval) for a 1-hour duration. Each individual wave of rain ranks in the range of a 5-year recurrence interval. The total rainfall over 36 hours ranks as a 40-year recurrence interval.

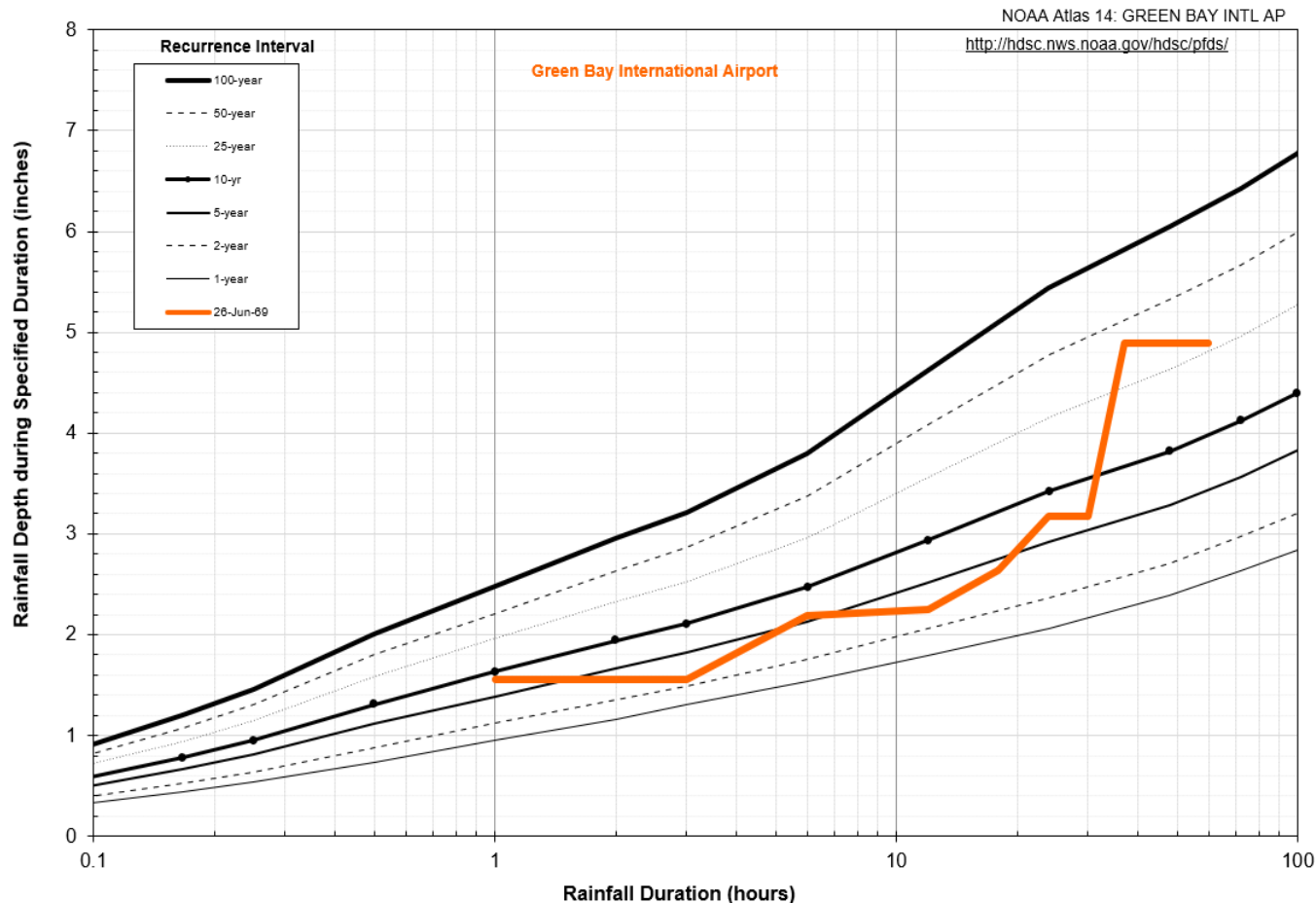


Figure A-2 Rainfall Depth-Duration-Frequency Curve - 10% Probability Event (June 1969)

For evaluating the hydraulic capacity, this event was chosen for the 10% probability event because it generates flows with a 10% annual exceedance probability (also known as a 10-year flow recurrence interval). A long-term simulation was run to estimate the total flow generated in the tributary areas (model catchments) before it is routed through the NEW Water interceptors. The peak total flow rate generated in the tributary areas for each event in the 48-year period from 1964 to 2011 was ranked to estimate the likelihood of each event as a peak flow statistic. This result is a simulated value based on the sum of all the catchment flows. It is not a flow value that can be measured at any one point in the system. It is a useful way to view the total flow generated by catchments. The summary of that statistical analysis is shown in Figure A-3 as a flow frequency curve (peak flow vs. recurrence interval).

The graph shows three very similar curves which are three statistical methods: a Weibull plotting position curve, a Cunnane plotting position curve, and a log-Pearson type 3 (LP3) curve. All these three methods agree up to the 20-year recurrence interval. Beyond that there are very few events in the 48-year simulation record to base a meaningful estimate of risk; consequently, the three curves start to diverge for long recurrence intervals. This means estimates of risk become more uncertain.

The June 1969 event ranks as a 10-year recurrence interval. Therefore, it was used as the 10% probability event for this study.

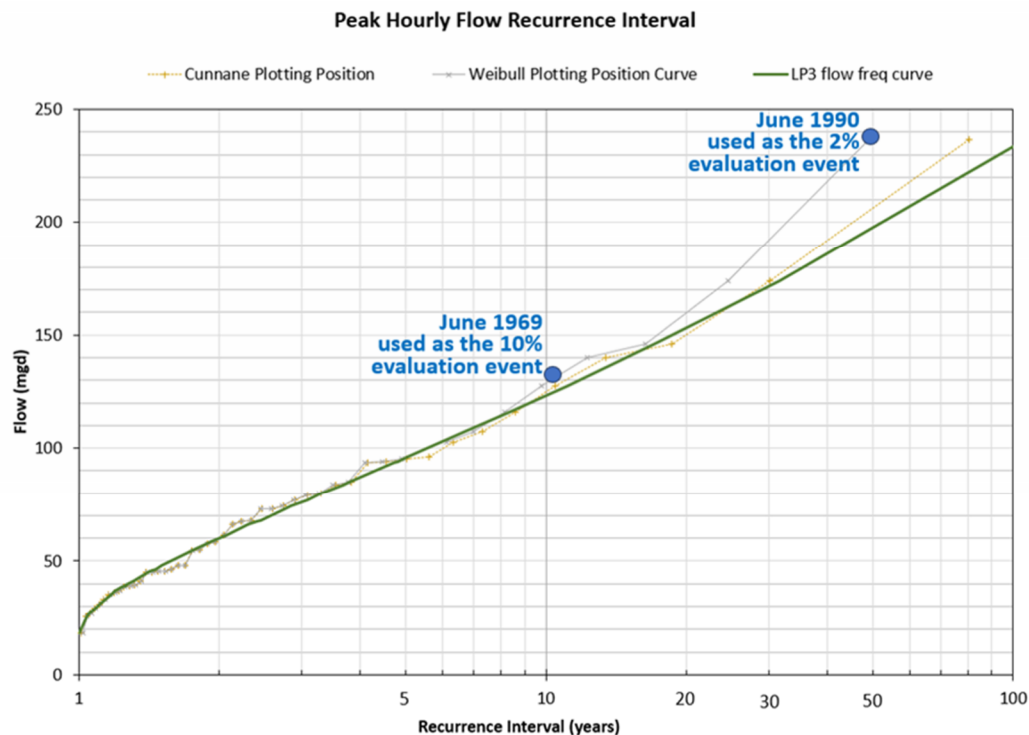


Figure A-3. Flow Frequency for Total Tributary Area Flow

2% Probability Event

The 2% probability event is based on the rainfall pattern at the Green Bay airport on June 22, 1990. The total rainfall depth was 4.5 inches over 20 hours. During this time the rain was relatively constant at a low intensity. The rainfall hyetograph is shown in Figure A-4. The data has a 1-hour time step.

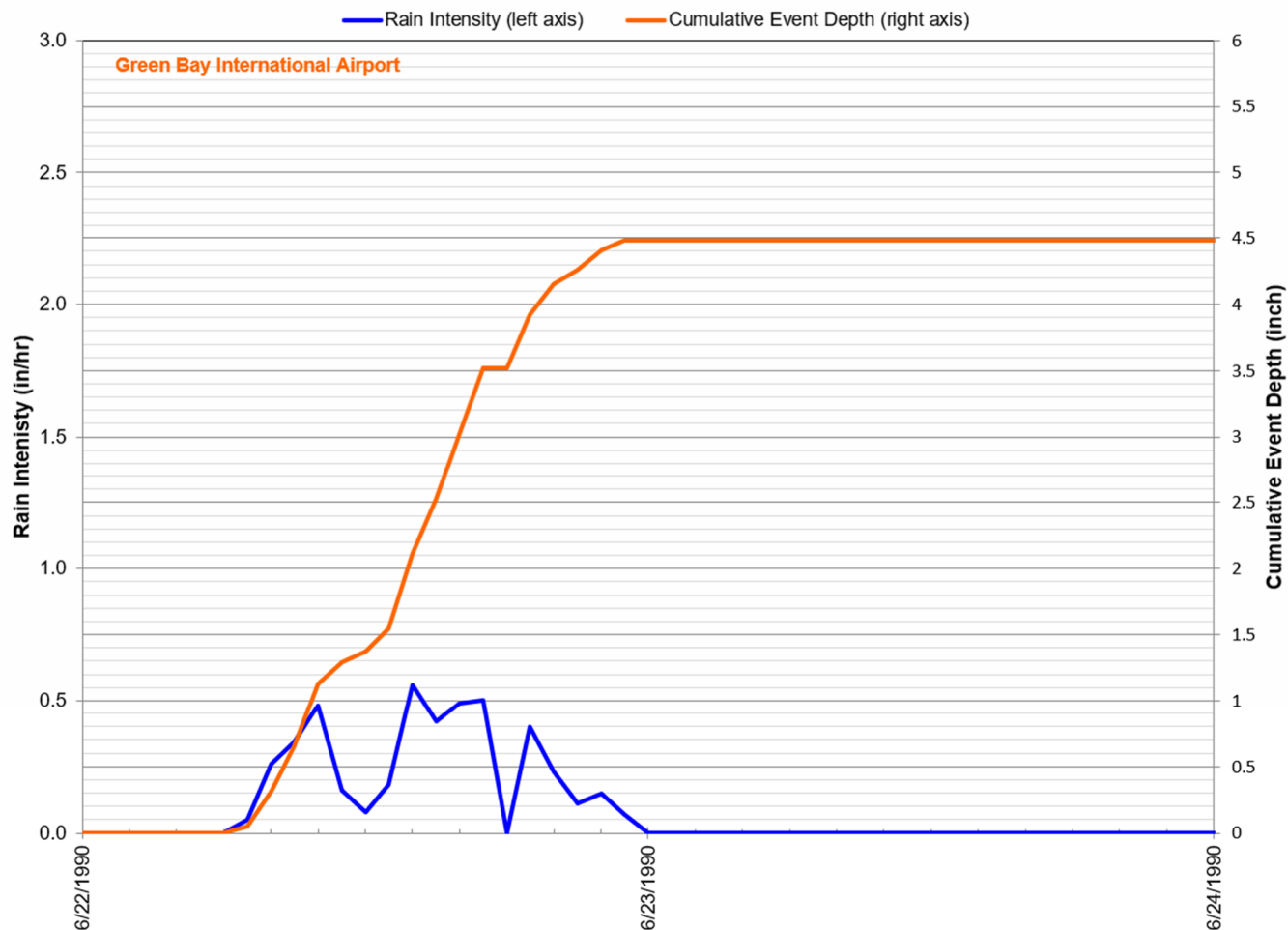


Figure A-4. Rain intensity and depth - 2% Probability Event (June 1990)

Figure A-5 shows the depth-duration-frequency curve for the June 1990 event. The rainfall intensity during this event was low so it does not rank as a significant event for durations less than 3 hours. As the time extends, the rain frequency increases from a 4% probability event (at 10-hour duration) and up to 2% probability event (for 20-hour duration).

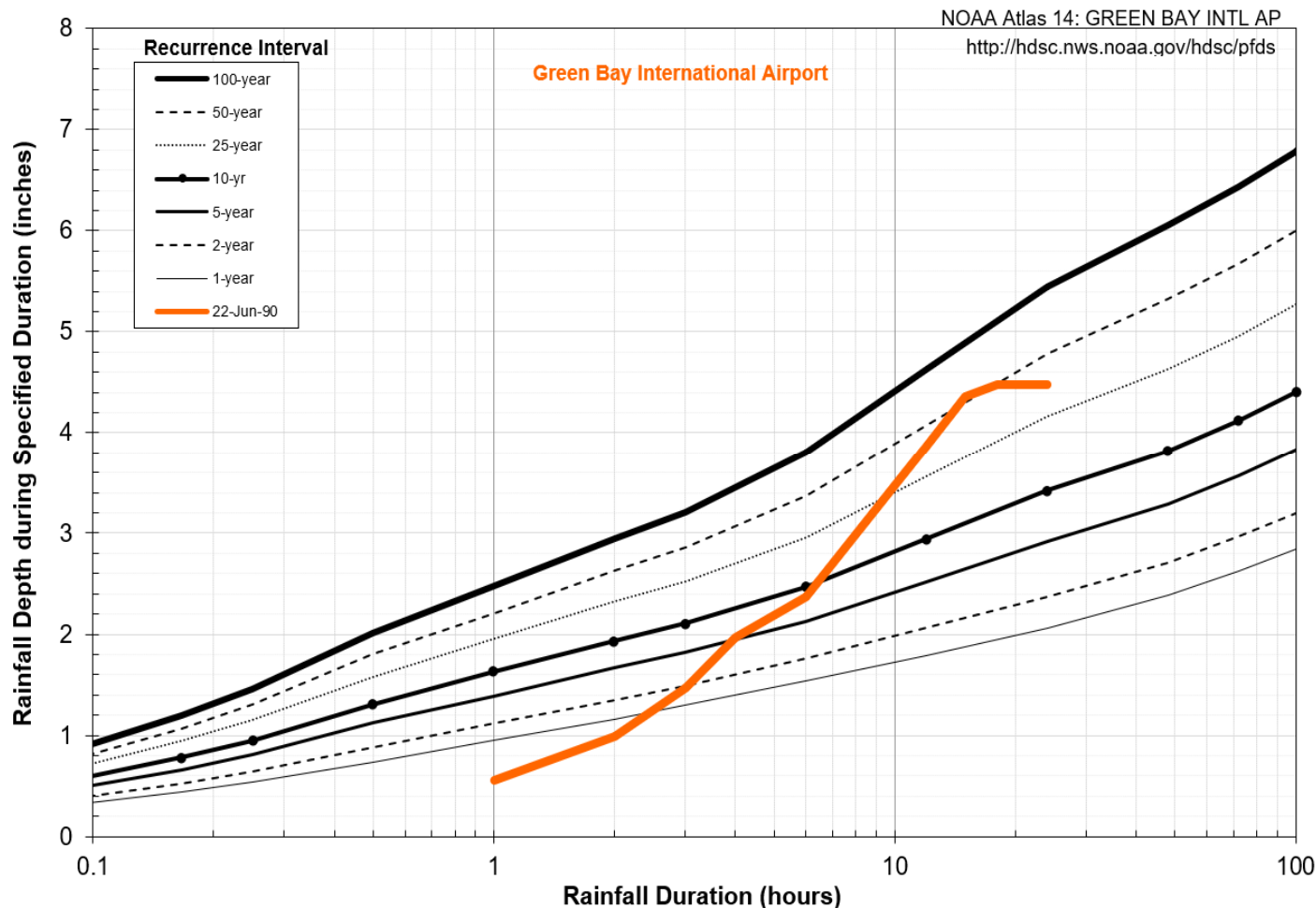
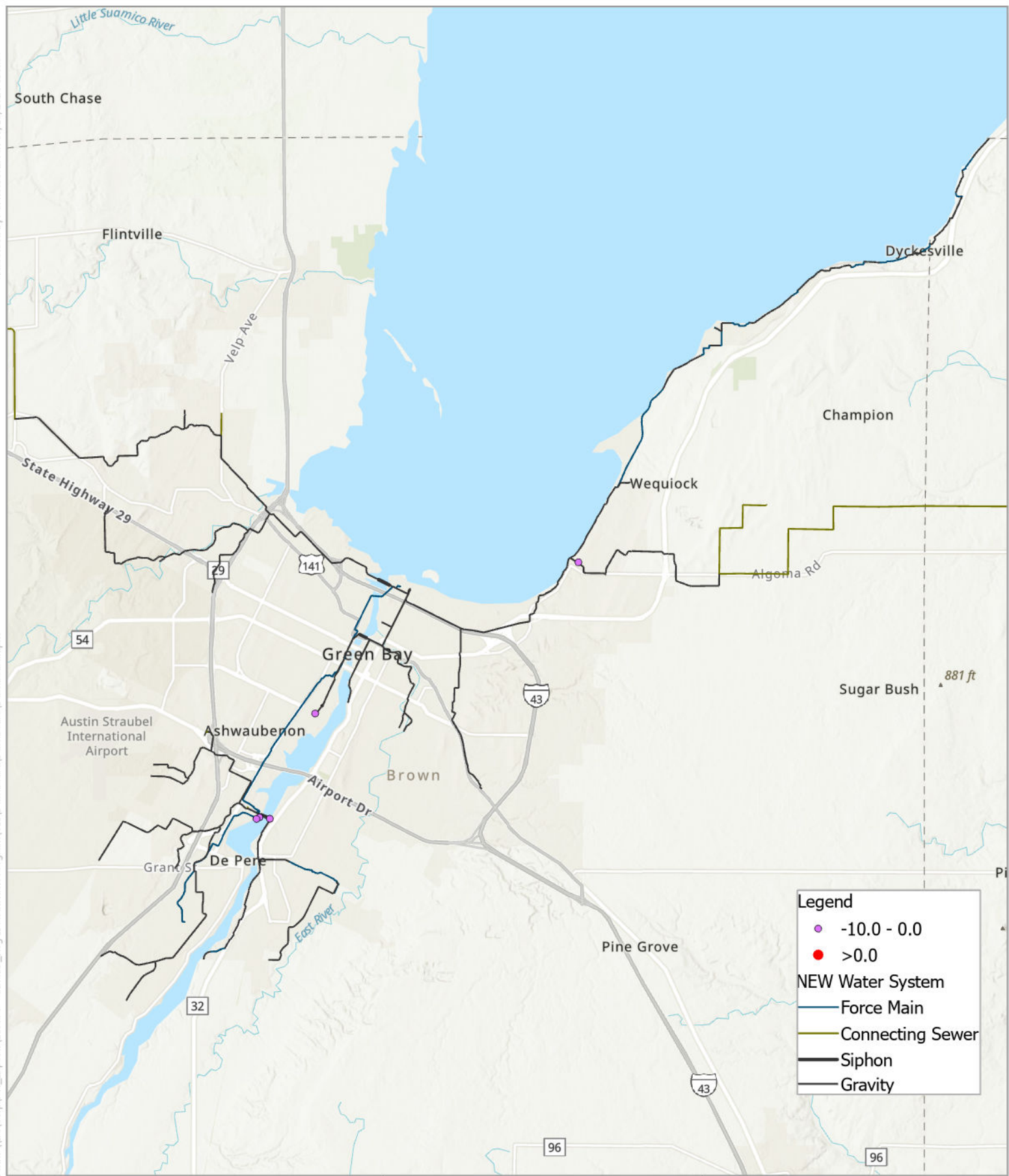


Figure A-5. Rainfall Depth-Duration-Frequency Curve - 2% Probability Event (June 1990)

The June 1990 event was the largest event in the simulated period. For evaluating the hydraulic capacity, this event was chosen for the 2% probability event, but the uncertainty in this estimate is large because it is a rare event. Referring to Figure A-5, the June 1990 event has a total tributary flow risk in the range of a 50-year recurrence interval, or 2% probability.

Larger Maps of Model Results

The following maps have the same information as Figures 3-2 through 3-9 in the TM but are included in this attachment in larger form for easier viewing by the reader.



NEW Water/159779
Regional I&I Program Implementation

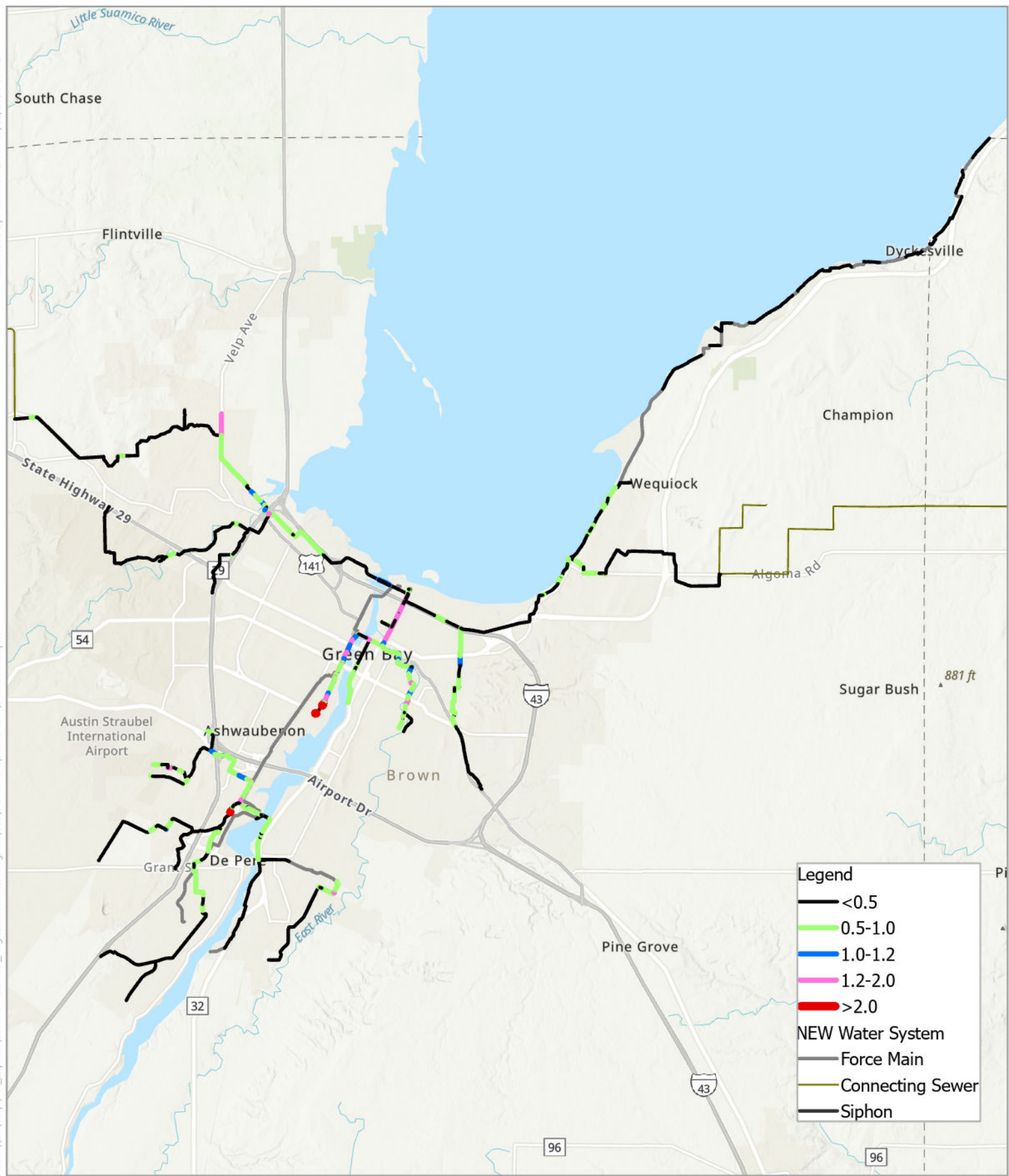
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Baseline 10% Manhole Surchage

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Implementation**

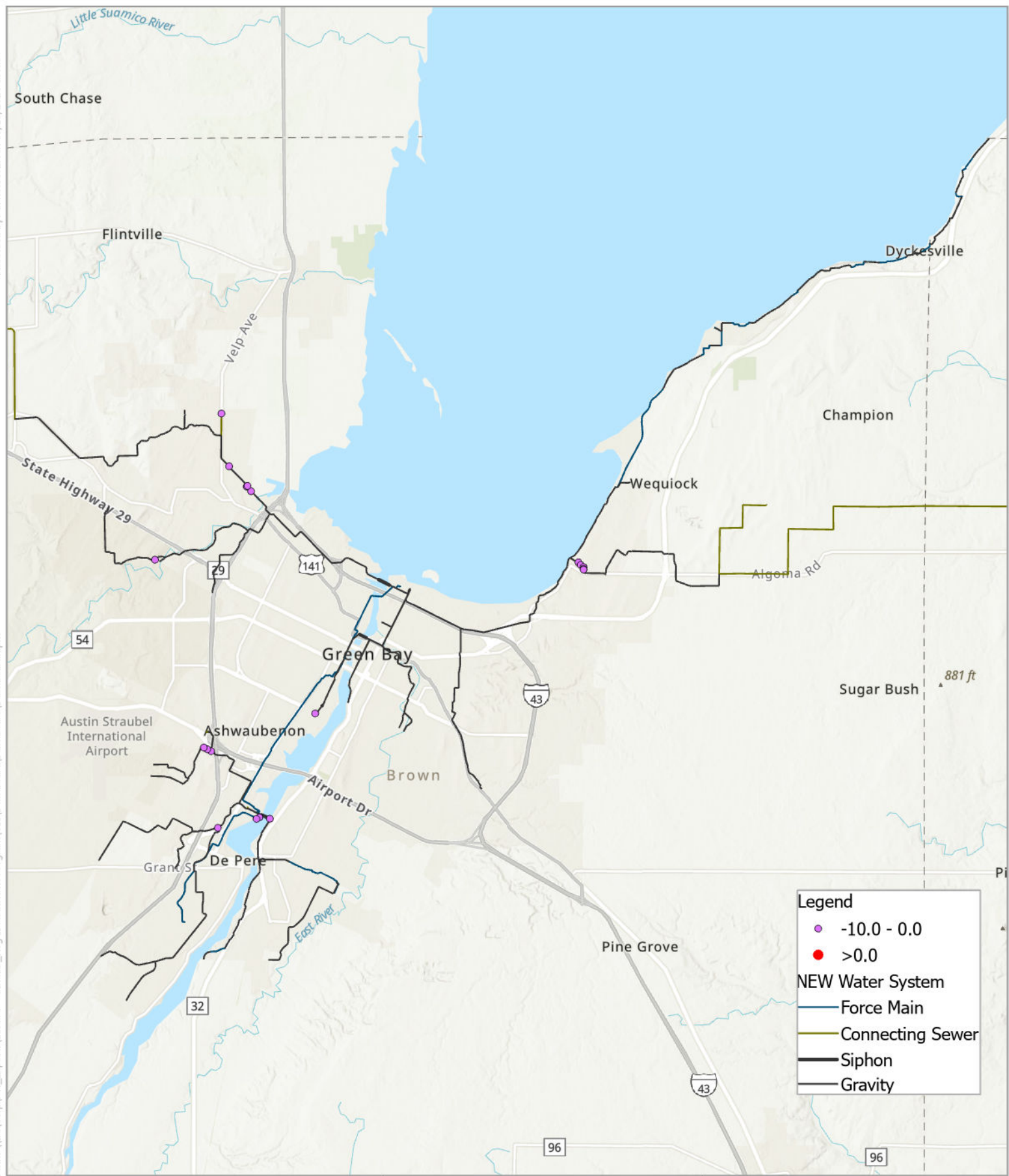
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**Baseline 10% Pipe Flow
Versus Capacity**

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NEW Water/159779
**Regional I&I Program
Implementation**

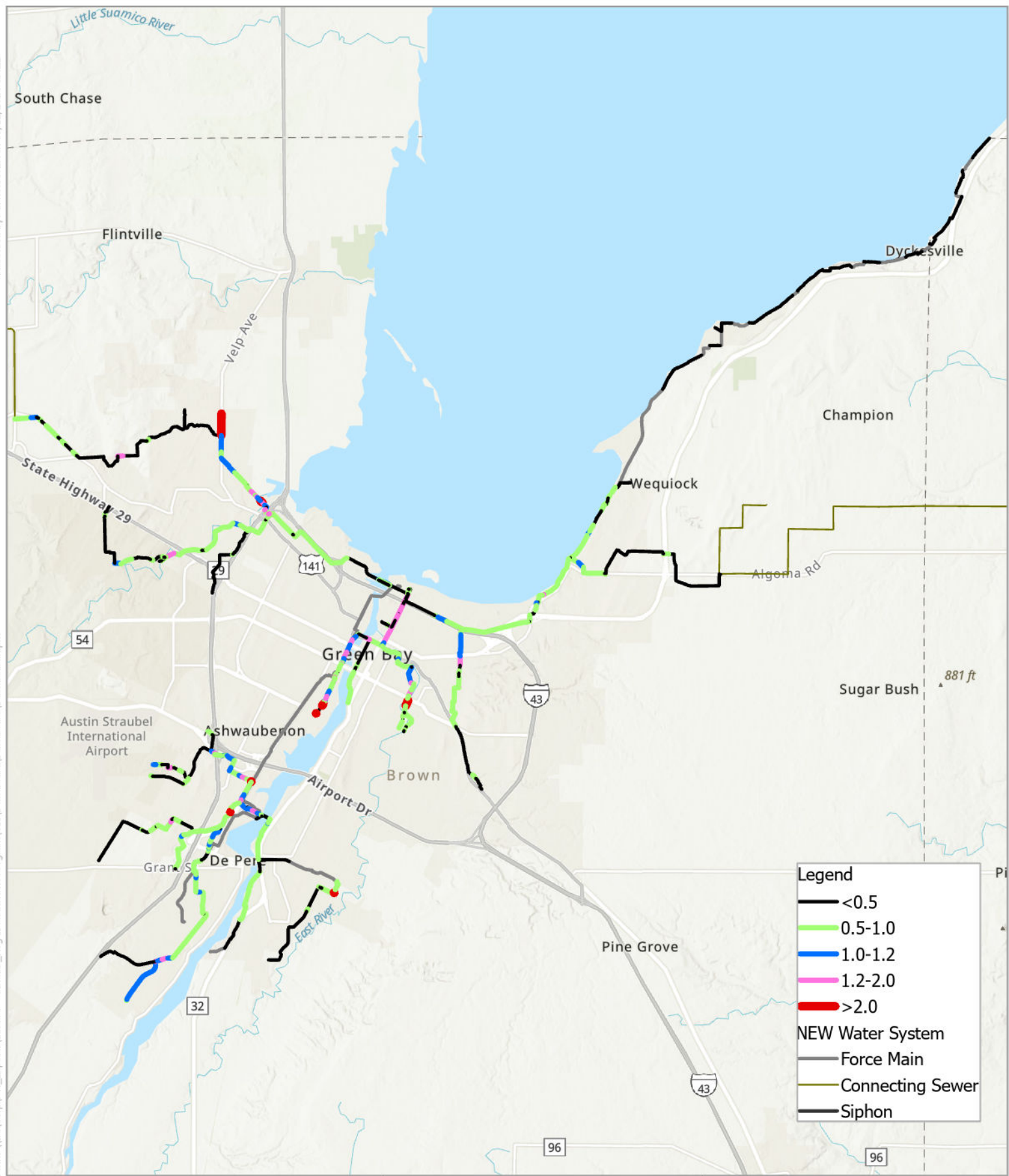
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**Future 10% Manhole
Surcharge**

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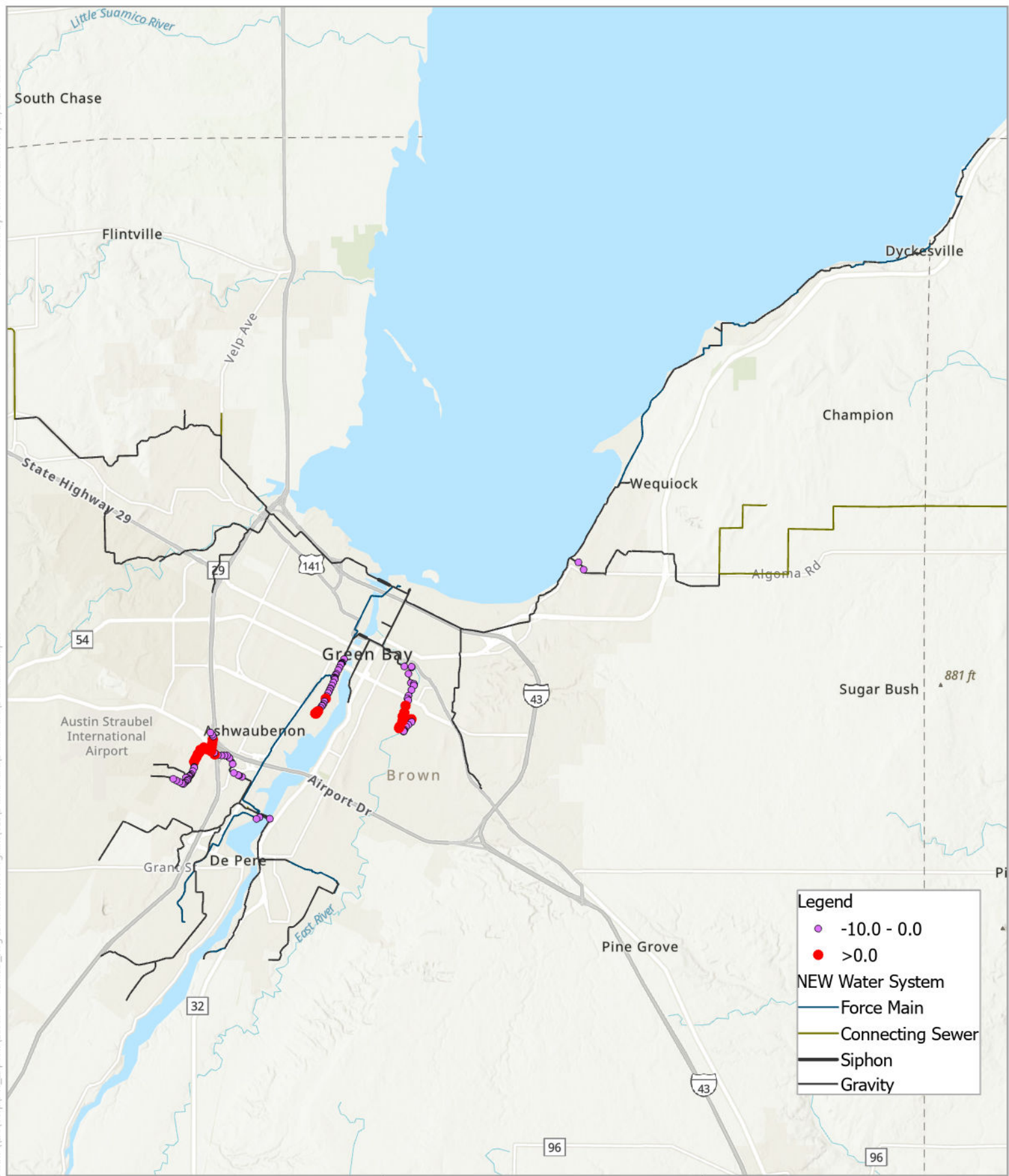


NEW Water/159779
**Regional I&I Program
Implementation**

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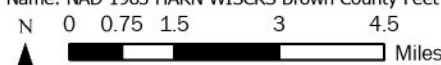
Future 10% Pipe Flow Versus
Capacity



NEW Water/159779
**Regional I&I Program
Implementation**

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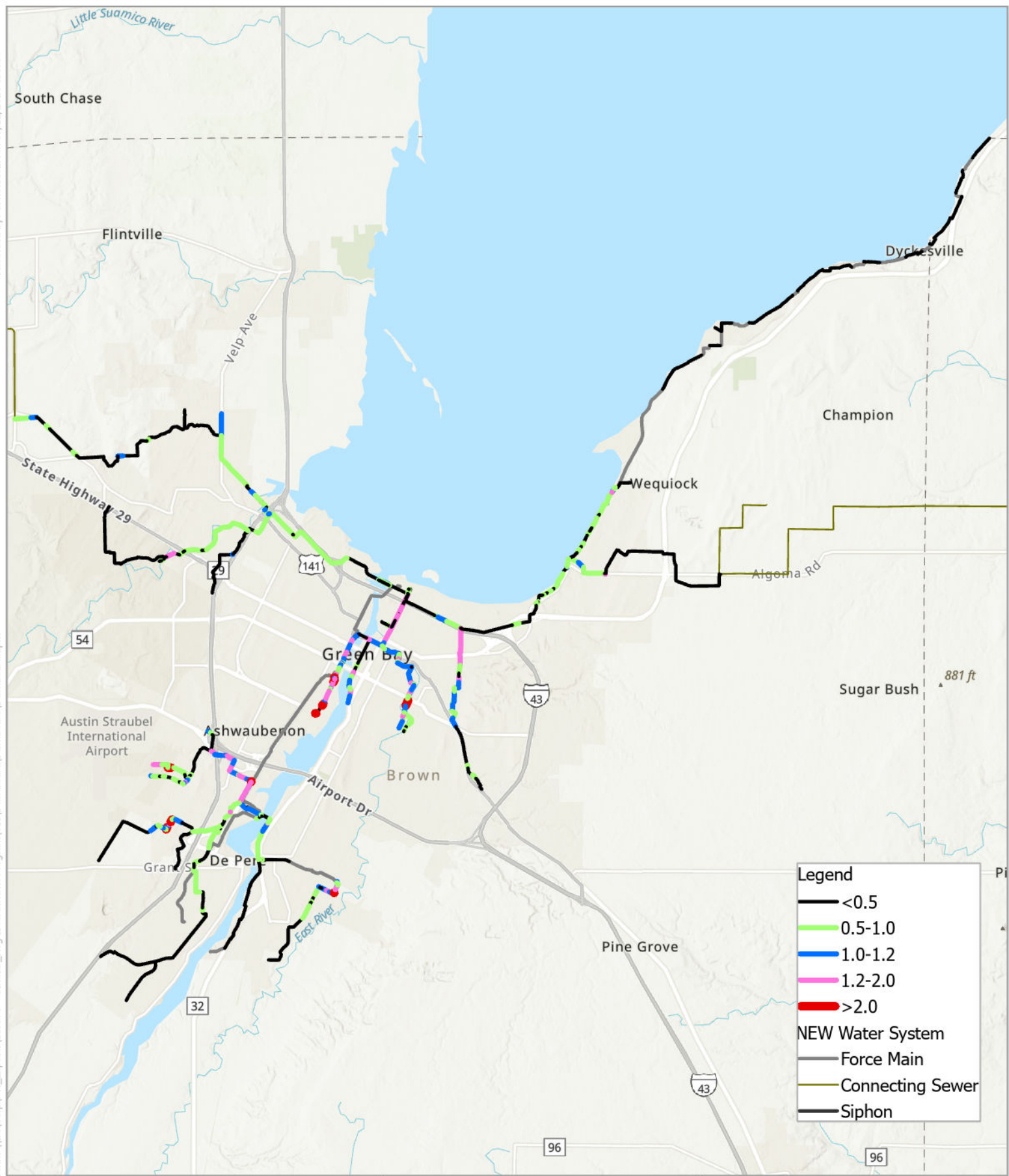


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**Baseline 2% Manhole
Surcharge**

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Legend

- <0.5
- 0.5-1.0
- 1.0-1.2
- 1.2-2.0
- >2.0

NEW Water System

- Force Main
- Connecting Sewer
- Siphon



NEW Water/159779
Regional I&I Program Implementation

Date: 9/11/2024 1:03 PM

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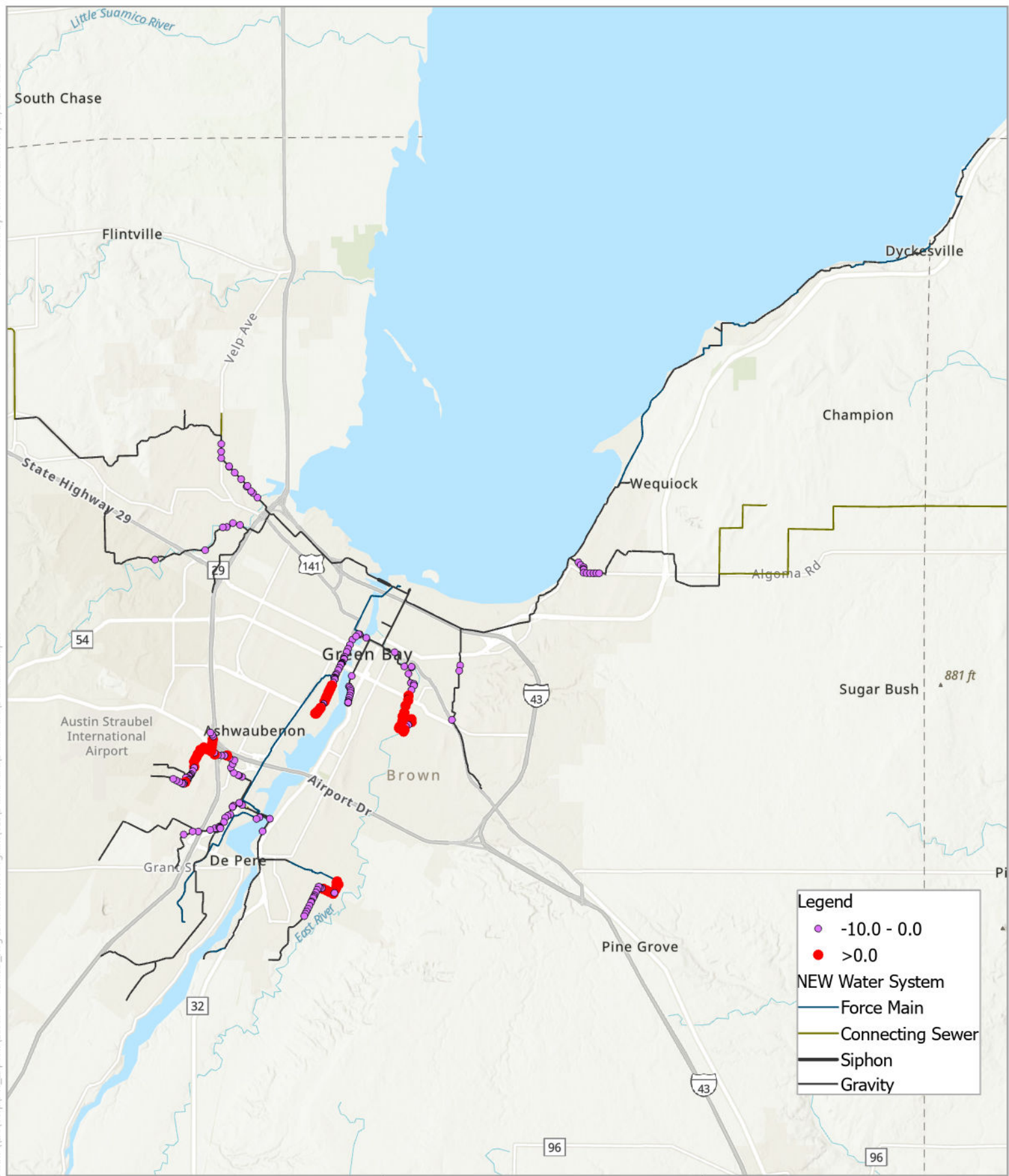
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Baseline 2% Pipe Flow Versus Capacity

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Legend

- 10.0 - 0.0
- >0.0

NEW Water System

- Force Main
- Connecting Sewer
- Siphon
- Gravity



NEW Water/159779
**Regional I&I Program
Implementation**

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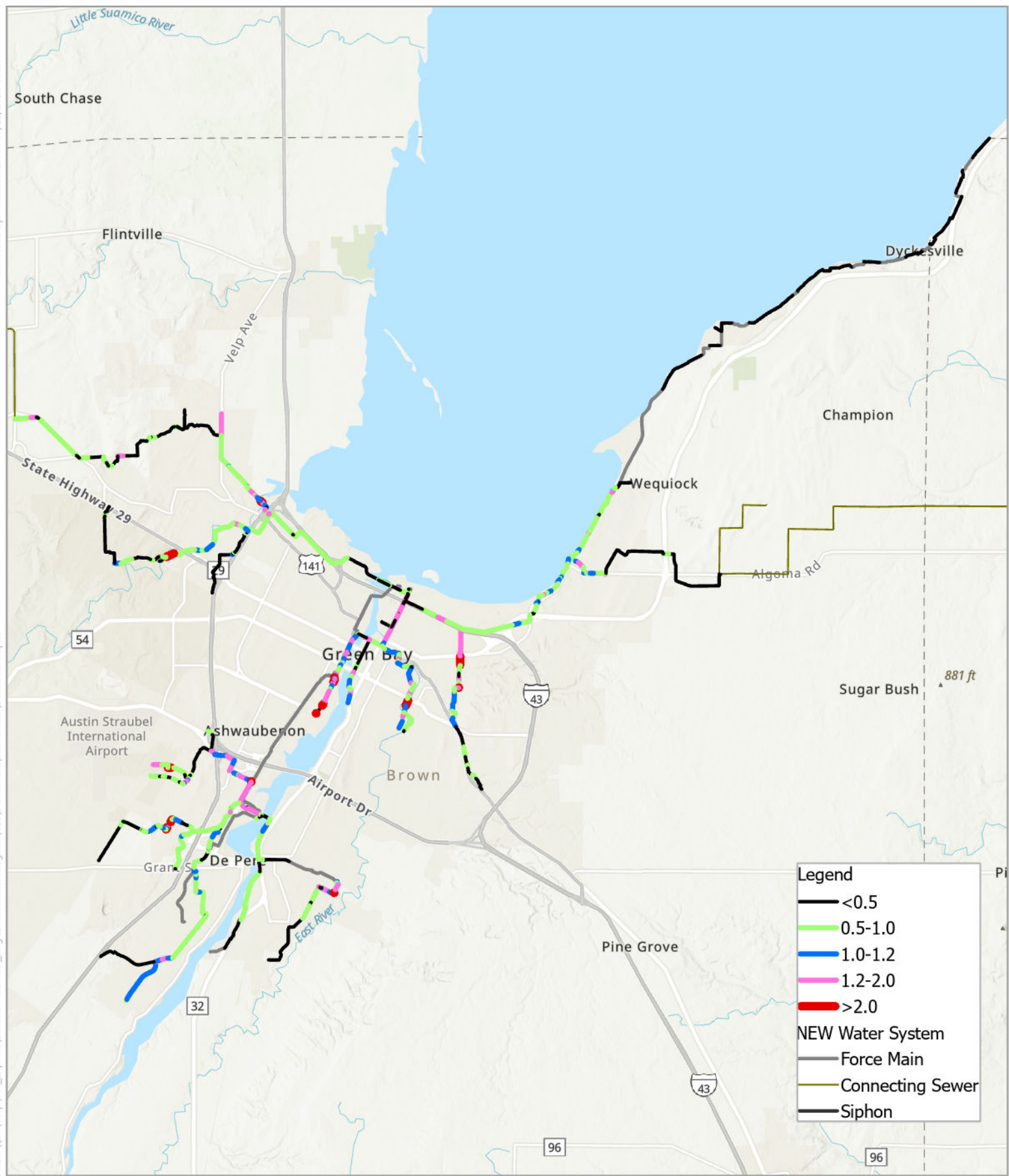
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**Future 2% Manhole
Surcharge**

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NEW Water/159779
**Regional I&I Program
Implementation**

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Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, USFWS

**Future 2% Pipe Flow Versus
Capacity**

Attachment B: Construction Cost Estimate Details for Convey+EQ Only Option

Future 2% Probability Scenario



Table B-1. Estimated Total Construction Costs for Convey+EQ Option

Option	EQ Storage at GBF and DPF (\$ Million)	Pump Stations		Force mains		Interceptors		Total Convey+EQ (\$ Million)
		Quantity	Cost (\$ Million)	Length (LF)	Cost (\$ Million)	Length (LF)	Cost (\$ Million)	
Convey+EQ	\$245	10	\$20	9,350	\$5	33,087	\$18	\$288

Table B-2. Estimated Construction Costs for EQ Storage at Treatment Facilities

Facility	Estimated Storage Needs		Estimated Cost
	MG	gallons	(\$ Million)
GBF	22	22,000,000	\$154
DPF	13	13,000,000	\$91
Total	35	35,000,000	\$245

Source: Storage Unit Costs from the GBMSD Interceptor Master Plan (Donohue, 2018); adjusted from December 2017 (ENR CCI = 14,200) to February 2024 (ENR CCI = 17,368) and rounded up to nearest dollar.

Table B-3. Estimated Construction Costs for Pump Station Replacements

Lift Station	Max Simulated Flows (gpm)	Max Simulated Flows (MGD)	I&I reduction needed to match baseline flow to baseline capacity	Amount over Design Capacity (gpm)	Estimated Cost for entire Pump Station Replacement (formula)	Count of Lift Stations over Design Capacity
ERLS	7,713	11	57%	7,705	\$6,600,000	1
OPLS	0		0%			0
EBS-1	1,959	3	55%	1,956	\$2,100,000	1
EBS-2	1,300	2	57%	1,298	\$1,500,000	1
EBS-3	1,797	3	51%	1,794	\$1,900,000	1
EBS-4	1,246	2	56%	1,244	\$1,500,000	1
EBS-5	995	1	61%	994	\$1,300,000	1
EBS-6	996	1	60%	994	\$1,300,000	1
EBS-7	798	1	62%	797	\$1,200,000	1
EBS-8	995	1	54%	993	\$1,300,000	1
EBS-9	798	1	69%	797	\$1,200,000	1
EBS-10	0	0	0%	0		0
EBS-11	0	0	0%	0		0
TOTALS	18,595	27		18,572	\$19,900,000	10

Source: Pump Station Construction Costs table from Pumping Station Design, Revised Third Edition. (Jones, et.al 2008), adjusted to February 2024 ENR CCI (17,368)

Table B-4. Estimated Construction Costs for Force Main Replacements

Lift Station	Number of pipes	Force main Diameter (inch)	Material	Force main Length (LF)	Max 10yr Simulated Flows (gpm)	Velocity (fps)	Proposed Diameter (in)	Unit Cost per LF	Cost
ERLS	2	12	PVC	7850 (Dual)	5,382	8	24	\$288	\$4,525,660
OPLS	1	6	PVC	1764	0.00	0	---	---	---
EBS-1	1	14	PVC	13,185	1,958	4	---	---	---
EBS-2	1	12	PVC	2006	1,299	4	---	---	---
EBS-3	1	12	PVC	2,599	1,797	5	---	---	---
EBS-4	1	10	PVC	2413	1,246	5	---	---	---
EBS-5	1	8	PVC	879	995	6	---	---	---
EBS-6	1	8	PVC	1790	996	6	---	---	---
EBS-7	1	6	PVC	103	798	9	8	\$140	\$14,410
EBS-8	1	10	PVC	3260	995	4	---	---	---
EBS-9	1	6	PVC	1,397	798	9	8	\$140	\$195,470
EBS-10	1	6	PVC	998	0.00	0	---	---	---
EBS-11	1	8	PVC	2,001	0.00	0	---	---	---
				40,245			Totals	---	\$4,735,540

Source: Interceptor Unit Costs from the GBMSD Interceptor Master Plan (Donohue, 2018); adjusted from December 2017 (ENR CCI = 14,200) to February 2024 (ENR CCI = 17,368)

Table B-5. Estimated Construction Costs for Interceptor Sewer Replacements

Model LinkName (Interceptor Sewer)	Upstream Manhole	Downstream Manhole	Original Diameter (in)	Proposed Diameter (in)	Length of Interceptor Upgrades (LF)	Unit Cost per LF	Cost
136	SBS-020-006	SBS-020-005	15	21	427	\$257	\$109,610
168	DMC-016	DMC-015	27	36	468	\$430	\$201,390
174	DMC-014	DMC-013	30	36	579	\$430	\$249,280
179	DMC-013	DMC-012	30	36	573	\$430	\$246,470
192	WFR-008	WFR-007A	42	48	496	\$598	\$297,060
253	DMC-MS-013B	ASC-008	25	36	35	\$430	\$15,060
290	ETD-008-005	ETD-008-004	36	42	114	\$511	\$58,160
291	ETD-008-007	ETD-008-006	36	42	1,081	\$511	\$552,540
292	ETD-008-006	ETD-008-005	36	42	415	\$511	\$211,830
315	BVI-MS-022	BVI-022	24	36	2,534	\$430	\$1,090,050
334	WFR-022	WFR-021	22	30	356	\$356	\$126,810
335	WFR-023	WFR-022	22	30	311	\$356	\$110,650
345	WFR-021	WFR-020	22	30	324	\$356	\$115,180

Table B-5. Estimated Construction Costs for Interceptor Sewer Replacements

Model LinkName (Interceptor Sewer)	Upstream Manhole	Downstream Manhole	Original Diameter (in)	Proposed Diameter (in)	Length of Interceptor Upgrades (LF)	Unit Cost per LF	Cost
346	WFR-009	WFR-008	36	42	185	\$511	\$94,610
347	WFR-010	WFR-009	36	42	269	\$511	\$137,340
348	WFR-011	WFR-010	36	42	86	\$511	\$43,920
349	WFR-012	WFR-011	36	42	128	\$511	\$65,430
350	WFR-013	WFR-012	36	42	91	\$511	\$46,610
513	SBS-020-004	SBS-020-003	15	21	352	\$257	\$90,350
517	SBS-020-005	SBS-020-004	15	21	397	\$257	\$102,020
564	ETD-008-001	ETD-008	36	42	409	\$511	\$209,010
566	ETD-008-002	ETD-008-001	36	42	339	\$511	\$173,410
569	ETD-008-003	ETD-008-002	36	42	791	\$511	\$403,940
574	WFR-004	WFR-003	42	48	400	\$598	\$239,040
575	ERI-003	ERI-002	48	60	429	\$793	\$340,430
576	ERI-002	ERI-001	48	60	821	\$793	\$651,200
577	ETD-008-004	ETD-008-003	36	42	1,280	\$511	\$653,970
578	ERI-004	ERI-003	48	60	580	\$793	\$459,560
579	WFR-005	WFR-004	42	48	605	\$598	\$361,820
580	WFR-005A	WFR-005	42	48	210	\$598	\$125,890
581	ERI-005	ERI-004	48	60	519	\$793	\$411,640
584	ERI-006	ERI-005	48	60	284	\$793	\$225,040
586	ERI-006A	ERI-006	48	60	207	\$793	\$163,970
588	WFR-006B	WFR-006A	42	48	94	\$598	\$55,960
589	WFR-006C	WFR-006B	42	48	50	\$598	\$29,960
590	WFR-006D	WFR-006C	42	48	70	\$598	\$41,820
591	ERI-007	ERI-006A	48	60	894	\$793	\$708,810
592	ERI-007A	ERI-007	48	60	843	\$793	\$668,550
594	WFR-007	WFR-006D	42	48	383	\$598	\$228,900
642	DMC-025	DMC-024	24	30	434	\$356	\$154,370
644	DMC-024	DMC-023	24	30	192	\$356	\$68,310
645	DMC-023	DMC-022	24	30	386	\$356	\$137,550
646	DMC-021	DMC-020	24	30	357	\$356	\$127,060
647	DMC-020	DMC-019	24	30	296	\$356	\$105,420
650	DMC-019	DMC-018	24	30	381	\$356	\$135,450
652	DMC-018	DMC-017	24	30	652	\$356	\$232,020
655	DMC-017	DMC-016	27	36	466	\$430	\$200,600
663	DMC-015	DMC-014	27	36	407	\$430	\$175,190
667	DMC-012	DMC-011	30	36	95	\$430	\$40,760

Table B-5. Estimated Construction Costs for Interceptor Sewer Replacements

Model LinkName (Interceptor Sewer)	Upstream Manhole	Downstream Manhole	Original Diameter (in)	Proposed Diameter (in)	Length of Interceptor Upgrades (LF)	Unit Cost per LF	Cost
675	DMC-011	DMC-010	30	36	404	\$430	\$173,920
676	DMC-010	DMC-009	30	36	588	\$430	\$252,740
681	DMC-009	DMC-008	30	36	600	\$430	\$258,050
683	DMC-008	DMC-007	30	36	76	\$430	\$32,890
690	DMC-007	DMC-006	30	36	484	\$430	\$208,060
696	DMC-006	DMC-005	30	36	627	\$430	\$269,660
697	DMC-005	DMC-004	30	36	594	\$430	\$255,630
698	DMC-004	DMC-003	30	36	669	\$430	\$287,710
725	ERI-001	QSI-010	48	60	457	\$793	\$362,320
744	WFR-007A	WFR-007	42	48	318	\$598	\$190,310
843	DMC-003	DMC-MS-013B	25	36	413	\$430	\$177,560
845	DMC-022	DMC-021	24	30	418	\$356	\$148,900
880	ASC-004	ASC-003	48	60	659	\$793	\$522,470
881	ASC-003	ASC-002	48	60	484	\$793	\$383,730
882	ASC-002	ASC-001	48	60	35	\$793	\$27,750
1075	ASC-008	ASC-007	48	60	391	\$793	\$309,920
1076	ASC-007	ASC-006	48	60	713	\$793	\$565,220
1077	ASC-006	ASC-005	48	60	166	\$793	\$131,330
1079	ASC-005	ASC-004	48	60	527	\$793	\$418,190
1093	WFR-024	WFR-023	21	30	235	\$356	\$83,800
1095	WFR-014	WFR-013	36	42	375	\$511	\$191,750
1096	WFR-015	WFR-014	36	42	403	\$511	\$205,700
1097	WFR-016	WFR-015	36	42	384	\$511	\$196,130
1125	WFR-017	WFR-016	36	42	37	\$511	\$18,910
1126	WFR-018	WFR-017	22	30	281	\$356	\$100,090
1127	WFR-019	WFR-018	22	30	261	\$356	\$92,790
1128	WFR-020	WFR-019	22	30	393	\$356	\$140,050
Totals:					33,087		\$17,499,600

Source: Inceptor Sewer Unit Costs from the GBMSD Interceptor Master Plan (Donohue, 2018); adjusted from December 2017 (ENR CCI = 14,200) to February 2024 (ENR CCI = 17,368) and rounded up to nearest dollar.

Attachment C: Construction Cost Estimate Details for I&I Reduction Only Option

Future 2% Probability Scenario



C-1

Inflow and infiltration (I&I) is the result of degradation of the pipes and manholes (including the privately owned laterals) that allow clear water to leak into the wastewater conveyance and treatment facilities. This added clear water imposes a significant burden on the capacity of these facilities. Traditionally, a study of I&I requires an understanding of the condition of the system, such as through flow monitoring, CCTV inspection, smoke testing, and other techniques.

The financial impact evaluation is focused on system performance. Performance is viewed through the simulated wet weather response to I&I that shows high peak flows and surcharging in the manholes. This performance-based approach attempts to estimate the cost of I&I reduction work to achieve a reduced level of I&I peak flow. The cost is based on the quantity of flow removed rather than quantities of I&I mitigation techniques such as length of pipe repaired, number of manholes fixed, or number of laterals rehabilitated.

The basis for this approach is a library of I&I reduction projects that have been studied to understand the relationship between I&I reduction investment and flow reduction of an initial level of I&I. The cost curve of I&I reduction was originally developed using relevant data collected for the Water Environment Research Foundation (WERF) publication *Case Studies in Rainfall Derived Infiltration and Inflow Reduction* (2004). Since then, BC has supplemented and updated the curve with I&I reduction projects conducted across the United States. The curve is based on the cost and I&I removal rates achieved through various rehabilitation projects with different pre-rehabilitation I&I flows. The study concluded that the more I&I present in a basin on a gallon per sewer acre per day (gpad) basis, the easier and therefore less costly it is to find and remove. As I&I is removed, the I&I density in gpad is reduced and the incremental cost of removing additional I&I increments increases. The simulated I&I reduction scenarios established GPAD limits on leakiness in the catchments to generate simulated flow reductions.

This approach is intended to provide planning-level cost data for comparison to other approaches. The costs represented in the case studies included a variety of repair methods, primarily manhole repair and pipe lining. In some cases, private laterals were included in the repair scope. Application of the I&I reduction cost curve in the cost-effective analysis does not imply a specific repair method or prescribe a specific repair strategy or location. When the rehabilitation is ultimately performed, costs will vary from this planning-level estimate based on the extent and nature of the repair effort, the actual condition of the sewer assets included and local conditions at the time of the repair.

Brown and Caldwell analyzed the case study data and selected a planning level I&I reduction cost curve for this evaluation. Figure C-1 depicts the cost-adjusted case study data which naturally has a wide range of scatter. A typical trendline is used as the unit cost curve for use in the analysis. Not all repair projects will achieve the desired outcome, but the cumulative benefit of many projects is likely to follow this trend.



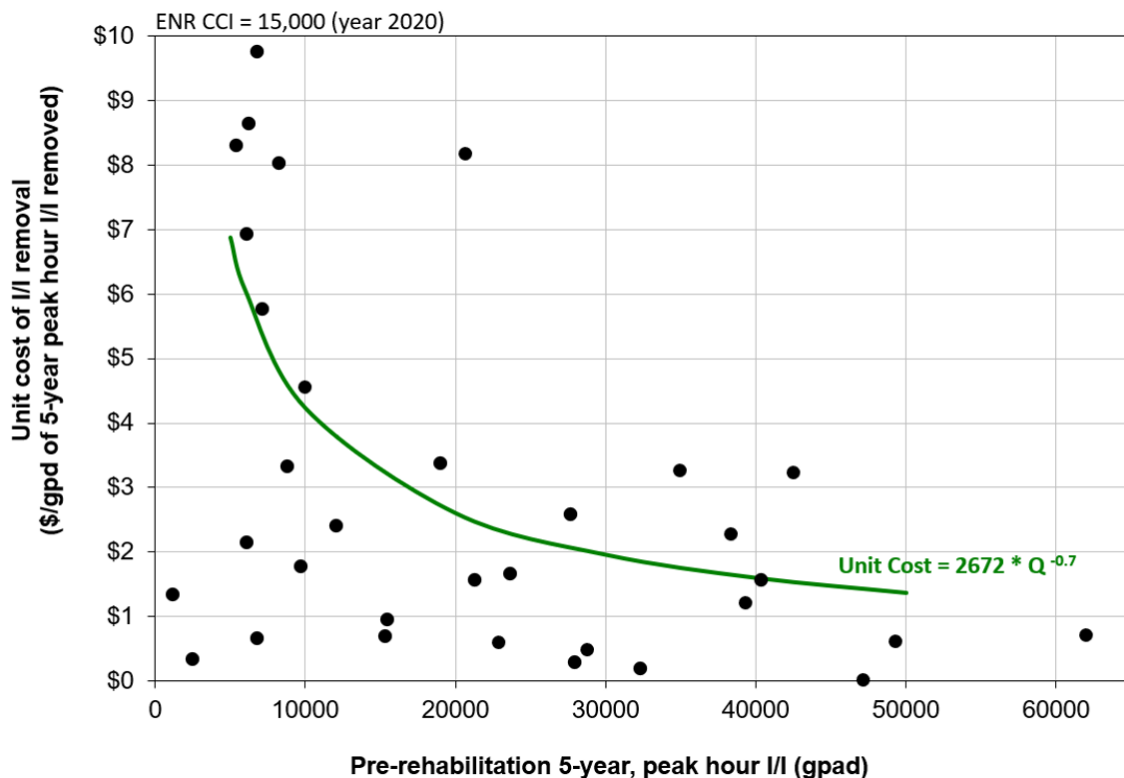


Figure C-1. I&I Reduction Cost Curve Used for Cost-Effective Analysis

Using the formula from the trend line in Figure C-1, unit costs in dollars per gallon per day (\$/GPD) of peak I&I flow removal were applied to estimate the construction costs of I&I removal. This was applied for each I&I reduction step in the cost-effective analysis based on the I&I densities in the catchments. I&I density, in gp/d, was calculated as the simulated peak hour I&I divided by the sewered area of the catchment.

As I&I is reduced in a catchment, the cost increases to remove additional flows. Therefore, to capture the variable costs within each area, I&I flow was broken into small, incremental percentages. Figure C-2 depicts the cumulative I&I reduction cost curve that was developed for the NEW Water Financial Impact Evaluation.

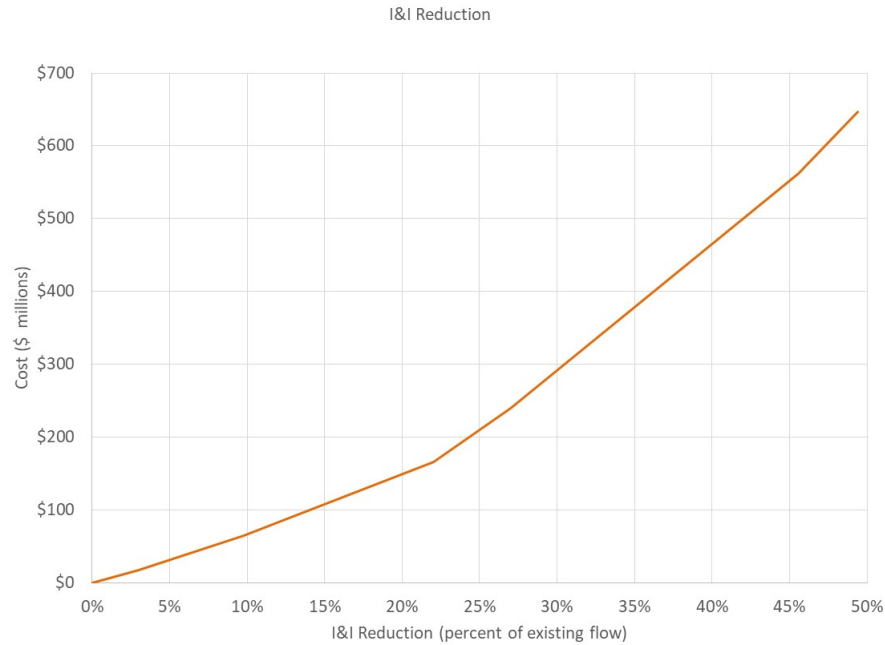


Figure C-2. Cumulative I&I Reduction Cost Curve

Table C-1 summarizes the cost of I&I reduction and conveyance/EQ improvements. In Table C-1, an I&I threshold is set for each step to achieve progressively better I&I management. The number of catchments that exceed each I&I threshold is identified. It is assumed that rehabilitation in the identified catchments can bring the I&I rates down to the threshold in that step. The I&I reduction costs are itemized by treatment plant (GBF and DPF) individually and summed together for the systemwide total. On the systemwide level, the I&I cost is compared to the cost of conveyance system improvements to obtain the total cost required to achieve the system performance goals for surcharge and overflow management. The step with lowest total cost is the cost-effective level of I&I reduction.

In this evaluation, Step 2 has the lowest total cost; that is the step with 10% I&I reduction. The total cost curve is relatively flat from Step 0 to Step 2; then the costs rise rapidly for the subsequent steps. Therefore, given the accuracy of the evaluation any of the cases from Step 0 to Step 2 can be considered "cost-effective".

Table C-1. I&I Reduction Costs for Future 2% Probability Scenario																				
	GBF							DPF							Systemwide: GBF+DPF					
	Threshold In GBF area (gpad)	Number Catchment Reduced	Pct Red	Step Flow Removed (mgd)	Cumulative Flow Removed (mgd)	Step Cost (\$ million)	Cumulative Cost (\$ million)	Threshold in the DPF area (gpad)	Number Catchments Reduced	Pct Red	Step Flow Removed (mgd)	Cumulative Flow Removed (mgd)	Step Cost (\$ million)	Cumulative Cost (\$ million)	Total I&I Reduction Removed (mgd)	Total I&I Percent Reduction	Cost I&I Reduction (\$ million)	Cost of Convey+EQ (\$ million)	Total (\$ million)	Comments
Step 0		0	0%		0		\$0		0	0%				\$0	0	0%	\$0	\$288	\$288	cost effective
Step 1	21,000	3	3%	4	4	\$10	\$10	7,100	1	4%	1	1	\$8	\$8	5	3%	\$18	\$250	\$268	cost effective
Step 2	14,000	7	10%	10	14	\$31	\$40	5,200	4	10%	3	4	\$17	\$24	18	10%	\$64	\$165	\$229	cost effective
Step 3	6,100	9	23%	21	35	\$80	\$121	3,800	9	17%	3	7	\$21	\$45	42	22%	\$166	\$114	\$280	
Step 4	5,000	18	28%	7	42	\$47	\$168	3,000	18	24%	3	10	\$26	\$72	52	27%	\$240	\$93	\$333	
Step 5	2,500	38	45%	26	68	\$219	\$387	1,500	23	47%	9	19	\$103	\$175	87	46%	\$562	\$16	\$578	
Step 6	2,500	38	45%		68	\$0	\$387	800	38	65%	7	26	\$85	\$260	94	49%	\$647	\$0	\$647	



Public Works Department
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Green Bay, Wisconsin 54301-5026
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Operations 920.448.3535
Parking 920.448.3431
Fax 920.448.3102

TO: Steve Grenier, Director of Public Works
Improvement and Services Committee

FROM: Valerie Joosten, P.E. – Utility Manager

DATE: March 18, 2025

RE: Lateral Replacement Program for Street Reconstruction Projects

The City of Green Bay, NEW Water, and our neighboring communities have been meeting over the last few years to discuss the significant inflow and infiltration (I&I) in the regional sanitary sewer collection system and potential solutions. In Green Bay, like many municipalities with aging sewers, groundwater and storm water can enter the sanitary sewer system through cracks, leaks, faulty connections or illicit connections. This can overload the sanitary sewers and lead to sanitary sewer overflows, sewer backups and/or basement backups.

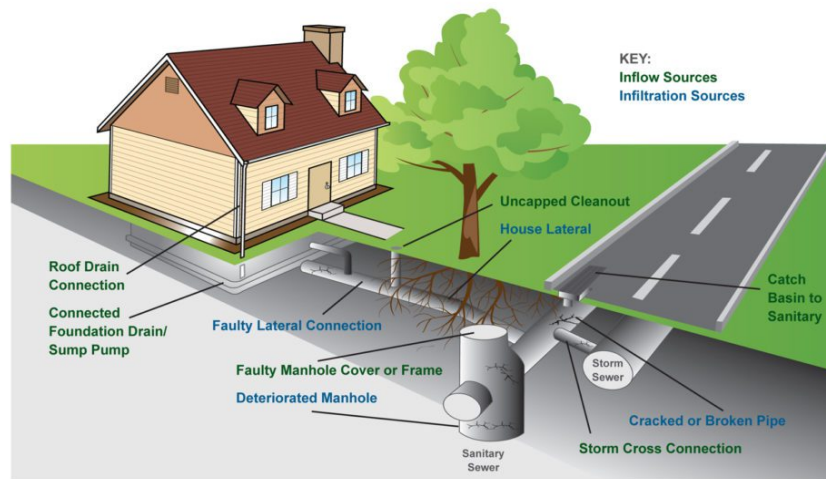
I&I can also be a significant problem for the wastewater treatment plant (NEW Water), since it increases and dilutes the amount of sewage that requires treatment. During storm events or times of snow melt, the flows to the wastewater plant spike due to I&I, causing the treatment plant to operate at maximum capacity and at risk of an overflow. NEW Water has made capital improvements and established operational procedures at its facilities to manage the peak flows during storm events. However, additional efforts are needed to further reduce I&I to avoid having to make more costly investments. A study recently conducted by NEW Water concluded that a 10% reduction in I&I will be the most cost-effective means for reducing the demand for costly NEW Water improvements and that targeting areas with the highest I&I is the most effective approach.

Green Bay is NEW Water's largest municipal customer and has some of the highest I&I rates in our area due to the historical nature of the City and our sewers. While Green Bay has an extensive inspection, maintenance and repair program for its City owned sewers more needs to be done to adequately address I&I in the system. Additional I&I reduction efforts would help ensure adequate sewer and treatment capacity for our City and future development. I&I reduction also benefits public health by reducing sanitary sewer overflows and system backups.

Further information about I&I can be found on the City's webpage at <https://www.greenbaywi.gov/1511/Infiltration-and-Inflow>.



Sources of I&I



Source: Madison Metropolitan Sewerage District

Proposed Lateral Replacement Program for Street Reconstruction Projects

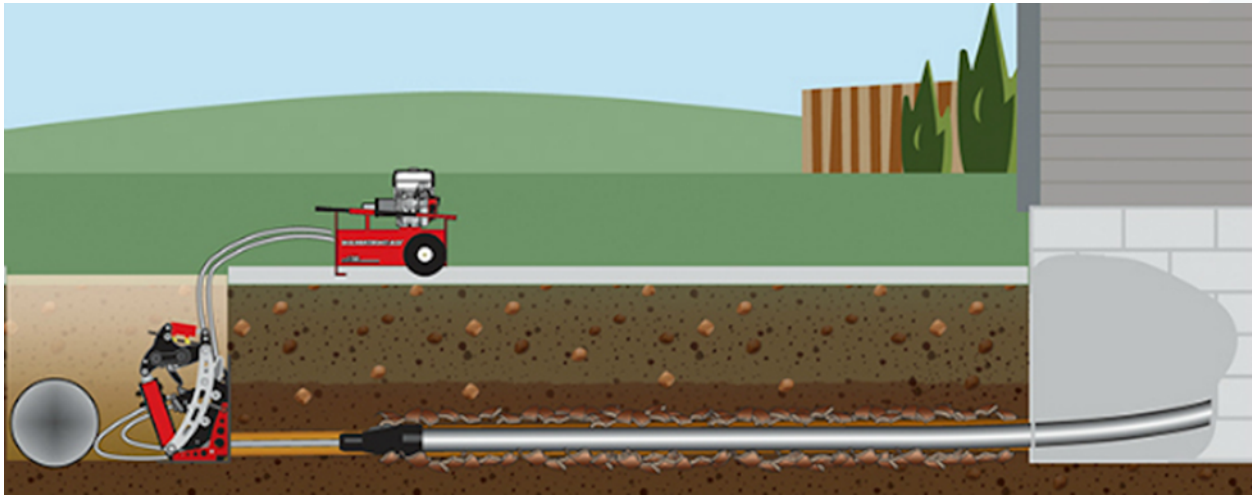
During street reconstruction projects, the City reviews the City's sewer systems and incorporates sewer upgrades or repairs into the project. Currently, the City may install a new lateral from the City's sanitary sewer main to behind the curb depending on sewer condition and location. However, this does not address the portion of the lateral between the curb and the building. The lateral is typically the same age as the City's sewer and may be in poor condition. Property owners typically do not repair their lateral until a break or back-up occurs. At that point, it can be an expensive unexpected cost for the property owner.

To address this source of I&I, the City is proposing a pilot program for full replacement of residential laterals from the main sewer to the building during street reconstruction projects. This lateral replacement program would be voluntary. It would be offered to residential properties in areas with known I&I or capacity issues and would be fully funded by the Sanitary Sewer Utility.

The Village of Allouez has operated a similar program for the last 7 years; however, they require the homeowners to pay the cost back to the City. The cost to the property owner is still cheaper for the property owner than the cost of a back-up and having to repair the lateral at a time other than during a street reconstruct. The City of De Pere started a lateral replacement program one year ago and covers the full cost of the replacement. Both programs, utilize a trenchless method called pipe bursting, which allows the replacement to be done with limited disturbance of the yard. These programs have been successful with a high participation rate.



The City proposes using this same method, which would require access to the basement and an approximate 2-foot by 2-foot excavation in the basement floor. The end result would be a new plastic pipe from the City's sewer into the basement.



Source: City of De Pere Full Lateral Replacement Policy, October 7, 2024

The work would be completed by the City's contractor for the street reconstruction project. The contractor will restore the concrete floor after the connection; however, the cost to restore finished basement (walls, floors, finishes, etc.) would be the responsibility of the property owner. The property owner would need to authorize the work in writing prior to construction to be included in this voluntary program. Draft copies of the letter to the property owner and temporary right of entry form are attached.

If approved, the City anticipates offering the program for the following 2025 street reconstruction projects:

Street Reconstruction Project	Estimated # of laterals	Age of City's Sanitary Sewer	Estimated Cost of Full Lateral Replacement*
Oak Street: Howard to Railroad Crossing	18	1956	\$34,650
4 th Street: Broadway to S. Maple Avenue	21	1954	\$36,750
Hazel Street: Shawano Avenue to School Place	22	1948	\$23,100
Howard Street: 12 th Avenue to S. Oakland Avenue	49	1948	\$60,025

*Maximum estimated cost since it is based on 100% participation and does not subtract the City's current cost to partially replace the lateral.



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Fiscal Impact

The estimated cost of this program is \$154,525 or less in 2025. The cost would be fully funded by the Sanitary Sewer Utility within the current capital improvement fund.

Recommendation

To authorize the Department of Public Works to implement a pilot program for full sanitary sewer lateral replacement during street reconstruction projects in areas of known I&I or capacity issues.

Attachments

- Draft – Residential Letter – Sanitary Sewer Lateral Replacement
- Draft – Temporary Right of Entry – Lateral Replacement
- Brown and Caldwell, Inflow & Infiltration Financial Impact Evaluation, Technical Memorandum No. 1, November 4, 2024 (Draft)



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # N.7

To approve the request by Department of Public Works to purchase 22 Iteris Video Detection Camera Systems in the amount of \$402,028.00 from Mobotrex and 54 traffic signal controllers, 26 controller cabinets, and 28 database conversion systems from Traffic Control Corporation in the amount of \$684,554.00 for the new controllers as part of the WisDOT Traffic Signal Controller Upgrade project.

BACKGROUND

Traffic signal controller hardware, including the signal controller (“computer” that makes the signal work), video detection hardware, and controller cabinet to house the hardware, on connecting highways around the City is outdated and inefficient. The Wisconsin Department of Transportation offers a grant program which will offset the cost of upgrading controller hardware at a 90% State/10% local funding match. The Common Council approved our request to seek and accept this grant in 2024. We are now at the point of purchasing the hardware to complete the work anticipated in the grant.

Due to proprietary issues with controller technology, the City has committed to WisDOT to upgrade to the WisDOT recommended controllers manufactured by Cobalt. These controllers require a specific control cabinet, manufactured by Econolite. Lastly, we have been trying various manufacturers of controller video detection systems over the last 10 years and have settled on the Iteris manufactured cameras as the most reliable. DPW staff worked with Purchasing to properly quote out the purchase of materials in accordance with our City Purchasing Policy.

RECOMMENDATION

To approve the request by Department of Public Works to purchase 22 Iteris Video Detection Camera Systems in the amount of \$402,028 from Mobotrex and 54 traffic signal controllers, 26 controller cabinets, and 28 database conversion systems from Traffic Control Corporation in the amount of \$684,554 for the new controllers as part of the WisDOT Traffic Signal Controller Upgrade project.

FISCAL IMPACT

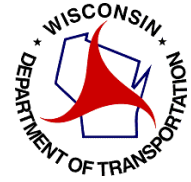
The City will complete the purchase of the materials, and we can seek reimbursement for the State portion on July 1. Overall impact to the City will be \$125,000, which was part of our 2025 Capital Improvement Program.

ATTACHMENTS

1. Project Award Letter NE2602L
2. 2024 Controller Upgrade Connecting Highways
3. revQ1941975
4. TCC QUOTE #663302

Project Award Letter

Signals and ITS Standalone Program



Spring 2024 Award

July 15, 2024

To:

City of Green Bay

Steven Grenier

steven.grenier@greenbaywi.gov

From:

Kim Bradley

Wisconsin Department of Transportation

Dear Steven Grenier,

The Wisconsin Department of Transportation (WisDOT) Signals and ITS Standalone Program (SISP) has awarded the [Municipality] the following project (s) for [Fiscal Years that Apply]:

Project Name	Award Total
NE2602L Signal Rehab Green Bay Citywide Connecting Highway Traffic Signal Equipment Replacement	Total: \$ 1,250,000 90% State: \$1,125,000 10% Local: \$125,000

The project will be funded 90% State/10% City of Green Bay. Per current program policy any amount over the project application award shall be funded by the City of Green Bay. WisDOT Region Staff will contact you prior to the award year to establish a State Municipal Financial Agreement (SMFA) between WisDOT and the City of Green Bay to determine financial, invoicing, reporting, and contracting responsibilities for both parties.

Please contact me if you have questions.

Sincerely,

Kim Bradley

Attachment: PDF Application submitted by Municipality

Wisconsin Department of Transportation (WisDOT)
Signals and ITS Standalone Program Project Application Form
GENERAL INSTRUCTIONS

MUNICIPAL APPLICATIONS DUE TO REGIONAL LIAISON: April 5, 2024

****Municipalities may submit a maximum of two applications per calendar year.****

REGIONAL APPLICATIONS DUE: April 19, 2024

The following application will be used to evaluate and determine award of Signals and ITS Standalone Program projects to be funded as budget permits. Each applicant requesting funds from the Signals and ITS Standalone Program must submit the following information:

- ☒ Completed Signals and ITS Standalone Program Project Application Form (one for each project request).
- ☐ Any supporting materials deemed necessary by the Region or municipalities.

Project Application Form:

- 1 Project Identification – Fill in the areas applicable to the proposed project.
- 2 Project Type – Identify the proposed project type.
- 3 Project Information – Describe the proposed project in as much detail as possible. Detailed descriptions explaining how the project will address the identified need(s) are essential for application review and evaluation.
- 4 Project Cost and Schedule – Provide the project costs in the requested fiscal year. When developing project estimates account for additional costs associated with accessible pedestrian signals (APS), traffic signal detection, and emergency vehicle preemption (EVP) systems if your project is proposing them. Provide anticipated project schedule and proposed resources to accomplish implementation. Geometric improvements must not exceed 50% of the TOTAL COST funded by this appropriation.
****Maximum project award is limited to \$1,250,000.****
****Municipal projects require 10% funding commitment from the requesting agency. Requesting municipal agency will also be responsible for any project costs more than the approved appropriation funding amount asked for in this application.****
- 5 Additional Project Information – Answer the questions as they relate to the proposed project.
- 6 Contact Information and Signature – Provide contact information. Application must be signed by the WisDOT Regional Operations Chief (WisDOT managed projects only) or the Municipal Sponsor to certify application and commit funds.

Supporting Materials: Each completed application shall include the following, *if applicable*:

- Map of location or general sketch of project proposal or site photo(s). *An adequate sketch is the minimum requirement. Preliminary plan layout sheets or study reports should be provided if available.*
- Completed Project Evaluation Factor (PEF) worksheet and/or Interactive Highway Safety Design Model (IHSDM) benefit-cost analysis.
- TSMO-TIP package (one for each project request as required based on project type).
- New Traffic Signal – Warrant Documentation, required **only** for proposals to install new traffic signals (example worksheet available upon request. Ref: Manual on Uniform Traffic Control Devices [MUTCD], Chapter 4C). Approved Traffic Control Signal Approval Request [Form DT1199](#) (Required with application for all proposals to install new traffic signals on the State Trunk Highway System, including Connecting Highways and ramp terminals).
- New Pedestrian Hybrid Beacon – Warrant Documentation, required **only** for proposals to install new pedestrian hybrid beacons (example worksheet available upon request. Ref: Manual on Uniform Traffic Control Devices [MUTCD], Chapter 4F). Approved Pedestrian Hybrid Beacon Approval Request [Form DT1196](#) (Required with application for all proposals to install new pedestrian hybrid beacons on the State Trunk Highway System, including Connecting Highways).
- Systems Engineering Analysis (SEA) – *An SEA may be needed for certain types of projects funded by this Program.*

Submittal Instructions and General Questions:

Program Contact – Todd Szymkowski, PE, PTOE, PMP | Bureau of Traffic Operations | todd.szymkowski@dot.wi.gov | 414-227-3125

Projects requested by a municipality should be coordinated with and submitted to their Regional liaisons (found at link below):

<https://wisconsin.dot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/sisp.aspx>.

Wisconsin Department of Transportation (WisDOT)
Signals and ITS Standalone Program
Project Application Form

1. Project Identification

PROJECT NAME (consistent with TSMO-TIP documentation if applicable) City of Green Bay Connecting Highway Traffic Controller – Cabinet – Camera Replacement			
FUNDING REQUEST TOTAL \$ 1,250,000			
COUNTY Brown	CITY/TOWN Green Bay	REGION Northeast	
STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) ELIGIBLE (Is this project eligible to be integrated with an existing STIP project?)			☒ YES ☐ NO
MUNICIPAL* ☒ YES ☐ NO		MUNICIPAL PRIORITIES (If two (2) applications are submitted, select priority)	☐ 1 ST ☐ 2 ND
*Municipal projects require a 10% funding commitment from the requesting agency. The requesting municipal agency will also be responsible for any project costs more than the approved appropriation funding amount based on this application.			

2. Project Type

Identify the proposed project type: Check boxes that apply below.	
☐ 1. New Signal Installation*	Install new traffic signal.
☒ 2. Signal Rehabilitation*	Upgrade or replace existing signal infrastructure (poles, wiring, detection, cabinet, controller, etc.); Construct minor geometric improvements.
☐ 3. Signal Retrofit*	Install monotubes, flashing yellow arrows, or other safety improvements at existing traffic signal, Install adaptive signal systems; replacement of TS 1 cabinets, controllers, etc.
☐ 4. Signal Retiming	Collect and evaluate data; Develop signal timing plan; Develop and implement corridor coordination plan. <i>Municipal owned signals not eligible for this project type per Form DT1199.</i>
☐ 5. Intersection Communication	Construct and integrate fiber communication for signals; Install and integrate wireless communication, including cellular modems and radios for signals.
☐ 6. New ITS Device Installation	Install new ITS infrastructure including cameras, backbone fiber, network equipment, etc.
☐ 7. ITS Device Rehabilitation	Upgrade, install or replace existing detection, controllers, battery backup, cameras, ramp meter LED's, etc.
☒ 8. System Software	Upgrade, install, or replace software.
☐ 9. Life-Cycle Replacement	Replace existing end-of-life signals and/or ITS equipment including cameras, controllers, LED's, etc. <i>Municipal owned signals not eligible for this project type per Form DT1199.</i>
☐ 10. Other	Examples include: - Performance Measures Applications - Research and Development Projects - CAV Deployments and Applications - Studies, Plans, and Evaluations
*Items not covered by SISP program funds: all lighting infrastructure, enhanced signs (ex: RRFB, Dynamic Speed Displays), decorative signal poles, decorative cabinets, and decorative signal infrastructure. Other items may also not be covered as deemed appropriate by the SISP evaluation committee.	

3. Project Information

3a. Project Description

Project description should include location specific information.

☐ See attached TSMO-TIP Application

This project will replace the 58 existing controllers with Econolite controllers. These 58 locations are along the existing Connecting Highway routes within the City of Green Bay. The existing locations are Siemens controllers with Tactics control software. The city has also experienced failures in Grid Smart cameras and the aging cameras on both Main Street and Monroe Avenue. This project is to address the combination of aged equipment and shortcomings for Siemens products, equivalent to WisDOT's recent transitions to Econolite in the Region. This improvement project will be done in-house using city electricians. The city has not included city labor as part of the grant application as this will be in addition to the 90/10 cost sharing agreement.

3b. Mobility Improvements

In some detail, describe the anticipated mobility improvements of the proposed project and how they will be measured (e.g., detector data will be used to determine before and after peak hour delay).

☐ See attached TSMO-TIP Application, if applicable.

Indicate your expected benefits below and provide documentation to support your analysis.

☐ Annual mobility benefits are expected to be greater than the capital cost of the project.

☐ Annual mobility benefits are expected to be greater than half of the capital cost of the project.

☒ Annual mobility benefits are expected to be greater than \$0.

☐ No expected mobility improvements.

Although there is not a direct mobility benefit expected the problems with existing controllers has created problems as the city has limited ability to continue to replace an ageing and in some cases a failing product.

3c. Operations and Maintenance Impacts

In some detail, describe how the proposed project is anticipated to impact operations and maintenance funds. For example, is the project replacing infrastructure that has been regularly out-of-service and has required increased maintenance?

☐ See attached TSMO-TIP Application, if applicable.

☐ There is a demonstrated history of maintenance issues that will be corrected with this project.

Include specific number of knockdowns, service calls, outages, etc., below.

☒ Maintenance may be reduced due to this project.

☐ No expected operations and maintenance impacts.

Signal operations and maintenance will be improved with the more robust and stable capabilities of Econolite equipment. A reliable system will improve operations and allow more prompt response to concerns and complaints. The city has experienced several failures of recently purchased Siemen controllers and has had difficulty reinstalling signal timing plans from Tactics control software. Grid Smart has also experienced quality issues and have been prone to fail. Service for these cameras has been very slow. On the older camera on Main Street and Monroe Avenue city has started to see signs of aging as these cameras are reaching their useful lives.

3d. Existing Conditions

Describe the conditions of the existing infrastructure. For example, condition of current infrastructure could be described as fair, disrepair, or out of commission. List any components NOT meeting current WMUTCD standards. Existing age of the current infrastructure could be described as 5 years past end-of-life, within 5 years past end-of-life, within 3 years of expected end-of-life, or current/new installation. Typical lifecycles of common infrastructure include communications (20 years), signal poles (25 years), controller (16 years), cabinet (20 years), DMS (20 years), CCTV (10 years), and detection (10 years).

Existing Siemens controllers have experienced above average failures, especially the newer M60 units due to supposed power supply issues. The Tactics software has experienced shortcomings, a lack of support for bug fixes, and lack of modern development. The Tactics software notifications and alerts do not work reliably and there are continual flaws with software programming of controllers. Multiple Grid Smart failures requiring replacement.

3e. Energy and Environmental Impacts

In some detail, describe the anticipated energy and environmental impacts of the proposed project. For example, is the proposed project expected to replace existing infrastructure that may be accessed from a central location rather than driving to the field location for manual access?

☐ See attached TSMO-TIP Application, if applicable.

Indicate your expected benefits below.

☐ Annual energy and environmental benefits are expected to be greater than the capital cost of the project (provide documentation).

☒ Annual energy and environmental benefits are expected to be greater than \$0.

☐ Project is not expected to impact the natural environment.

☐ Project is expected to negatively impact the natural environment.

Although there is not a direct environmental benefit expected, the Econolite equipment will lead to more robust performance. This will reduce the number of trips and time allocation to each intersection for shortcomings and failures. Nonfunctioning cameras require a signal to go into background pretimed setting that causes delays. All video locations run 24/7 but when cameras go down the city has to decide if they need to go back into nighttime flash.

3f. Safety Improvements

3f. Safety Improvements

In some detail, describe current safety concerns and the anticipated safety improvements of the proposed project.

☐ See attached TSMO-TIP Application, if applicable.

☐ No expected safety impacts.

Although there is not a direct safety benefit, upgrading to Econolite controllers will result in increased efficiencies in special programming to accommodate various traffic patterns. This will allow the signals to operate more responsive to traffic conditions, which will reduce delays, queues, and ultimately crashes. Traffic Signal working 24/7 using video detection is safer than going into flash operation at night.

4. Project Cost and Schedule

List major construction items and associated estimates such as new traffic signal installation, intersection channelization, etc. When developing project costs account for additional costs for accessible pedestrian signals (APS), traffic signal detection, and emergency vehicle preemption (EVP) systems if your project is proposing them. Project expense is considered during the evaluation of the projects. Therefore, **ALL COSTS** (including design, utilities, and R/E) should be provided regardless of whether awarded project funds will be used for all elements of the project. **Maximum project award is limited to a total of \$1,250,000.**

Cost	FY25 (07/24 – 06/25)	FY26 (07/25 – 06/26)	FY27 (07/26 – 06/27)	FY28 (07/27 – 06/28)
Design:				
WisDOT Staff Delivery/Design				
Consultant Work Order				
Real Estate: (Note: Real estate acquisition CANNOT be funded by this appropriation.) Identify funding source:				
Construction:				
Procurement: State Furnished Materials				
Procurement: Service and Installation		671,910	578,090	
LET Construction				
Other Costs:				
*TOTAL PROJECT COST PER FY =		671,910	578,090	
MUNICIPAL FUNDING COMMITMENT (10%) =		67,191	57,809	

* Awarded project funds must be encumbered during the FY identified unless coordinated with the Regional Program Liaison. Requested funds will not be increased beyond the amount asked for in this application after the award of the project.

Schedule		
Task	Months (MM/YY – MM/YY)	Anticipated Required Resources (Region Project Design Section (PDS), Region Traffic Operations, consultant, procurement contracts, etc.)

1. Design		
2. Real Estate		
3. Procurement		
4. Construction		
5. Other		

5. Additional Project Information

5a. Performance Improvement Program Goals

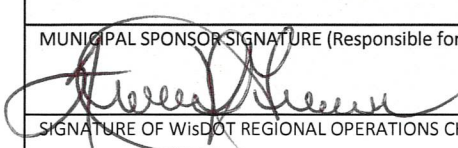
Does this project help with achieving WisDOT's performance goals? Refer to http://dotnet/mapss/index.htm – <i>Mobility</i>: Delivering transportation choices that result in efficient trips and no unexpected delays. – <i>Accountability</i>: The continuous effort to use public dollars in the most efficient and cost-effective way. – <i>Preservation</i>: Protecting, maintaining, and operating Wisconsin's transportation system efficiently by making sound investments that preserve and extend the life of our infrastructure, while protecting our natural environment. – <i>Safety</i>: Moving toward minimizing the number of deaths, injuries, and crashes on our roadways. – <i>Service</i>: High quality and accurate products and services delivered in a timely fashion by a professional and proactive workforce.	Select all that apply: ☒ Mobility ☒ Accountability ☒ Preservation ☒ Safety ☒ Service
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5b. Additional Justification

Provide additional detail that should be considered during the evaluation of this project. This may include the consequences of what would happen should the project not be implemented.

Existing Siemens controllers have experienced above average failures. The Tactics software has experienced shortcomings, a lack of support for bug fixes, and lack of modern development. The city no longer retains active licensing with Siemens for support. Replacement of aging cameras.

6. Contact Information and Signature

PRIMARY CONTACT NAME (Responsible for Project Delivery) <i>Steven M. Grenier, P.E.</i>	TITLE <i>Director of Public Works, City of Green Bay</i>	
EMAIL ADDRESS <i>Steven Grenier@greenbaywi.gov</i>	TELEPHONE <i>920-448-3097</i>	
WISDOT REGIONAL LIAISON CONTACT NAME (Municipal Only)	MUNICIPAL SPONSOR EMAIL ADDRESS	
MUNICIPAL SPONSOR SIGNATURE (Responsible for 10% funding – Municipal Only) 	DATE <i>03/21/2024</i>	
SIGNATURE OF WISDOT REGIONAL OPERATIONS CHIEF (WisDOT Projects Only)	DATE	

REVISED 12/7/2023

#	Intersection	Controller Age	Controller Type	Cabinet Age	Controller	Cabinet	Ground Sleeve	Camera Replacement	Camera Type	Total 2026	Total 2027
1	ASHLAND - WALNUT	August 1, 2016	M50	2011	\$ 4,328.00					\$ 4,328.00	
2	SHAWANO - 12th	August 1, 2000	EPAC300	1996	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
3	ASHLAND - MATHER	December 1, 1995	EPIC140	1988	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
4	ASHLAND - MASON RAMPS	January 1, 2011	M50	2010	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
5	ASHLAND - NINTH	October 1, 1995	EPAC300	1997	\$ 4,328.00	\$ 16,500.00	\$ 550.00				
6	BROADWAY - DOUSMAN	March 1, 2014	M50	2011	\$ 4,328.00			\$ 27,500.00	GridSmart 2015	\$ 31,828.00	
7	BROADWAY - WALNUT	August 1, 1993	EPIC140	1993	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
8	MAIN - ADAMS	January 1, 2013	M50	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
9	MAIN - MADISON	January 1, 2010	M50	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
10	MAIN - MONROE	August 1, 2008	M50	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
11	MAIN - WEBSTER	June 1, 2010	M50	2010	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
12	MAIN - ROOSEVELT	August 1, 2008	EPAC300	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
13	MAIN - IRWIN	November 1, 2012	M50	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
14	MAIN - BAIRD	August 1, 2008	EPAC300	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 21,378.00
15	MAIN - ELIZABETH	January 1, 2004	EPIC140	1992	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
16	MAIN - DECKNER	January 1, 2000	EPIC140	1988	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
17	MAIN - ABRAMS	December 1, 1998	EPIC140	1987	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
18	MAIN - LIME KILN	March 1, 1996	EPIC140	1987	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
19	MAIN - AUTO PLAZA	February 1, 2012	M50	2012	\$ 4,328.00						\$ 4,328.00
20	MAIN - MANITOWOC	March 1, 2014	M50	2012	\$ 4,328.00						\$ 4,328.00
21	MASON - MITCHELL	December 1, 2020	M60	2021	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
22	MASON - MILITARY	November 1, 2012	M50	2010	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
23	MASON - FISK	November 1, 2020	M60	2020	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
24	MASON - RIDGE	November 1, 2020	M60	2020	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
25	MASON - ONEIDA	April 1, 2016	M60	2020	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
26	MASON - TWELFTH	January 1, 2021	M60	2020	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
27	MASON - MAIN	April 1, 2018	M60	2017	\$ 4,328.00						\$ 4,328.00
28	MILITARY - SHAWANO	June 1, 2010	M50	2010	\$ 4,328.00			\$ 27,500.00	Iteris 2010		\$ 31,828.00
29	MONROE - PINE	April 1, 2014	M50	2014	\$ 4,328.00						\$ 4,328.00
30	MONROE - WALNUT	April 1, 2014	M50	2014	\$ 4,328.00						\$ 4,328.00
31	MONROE - CHICAGO	April 1, 2014	M50	2014	\$ 4,328.00						\$ 4,328.00
32	MONROE - MASON RAMPS	August 1, 2014	M50	2014	\$ 4,328.00						\$ 4,328.00
33	SHAWANO - FISK	December 1, 1995	EPIC140	1983	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00		\$ 48,878.00	
34	SHAWANO - ONEIDA	July 1, 2016	M50	2018	\$ 4,328.00						\$ 4,328.00
35	UNIVERSITY - QUINCY	November 1, 1995	EPAC300	1997	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
36	UNIVERSITY - WEBSTER	April 1, 2017	M60	2017	\$ 4,328.00						\$ 4,328.00
37	UNIVERSITY - IRWIN	March 1, 1994	EPIC140	1988	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
38	UNIVERSITY - BAIRD	December 1, 1995	EPIC140	1989	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
39	UNIVERSITY - ELIZABETH	January 1, 2004	EPIC140	1990	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
40	UNIVERSITY - HENRY	March 1, 1994	EPIC140	1984	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
41	UNIVERSITY - DANZ	August 1, 2016	M60	2016	\$ 4,328.00						\$ 4,328.00
42	WALNUT - WASHINGTON	November 1, 2015	M50	2011	\$ 4,328.00			\$ 27,500.00	GridSmart 2020	\$ 31,828.00	
43	WALNUT - ADAMS	November 1, 2015	M50	2011	\$ 4,328.00			\$ 27,500.00	GridSmart 2020	\$ 31,828.00	
44	WALNUT - JEFFERSON	November 1, 2015	M50	2011	\$ 4,328.00			\$ 27,500.00	GridSmart 2018	\$ 31,828.00	
45	WALNUT - MADISON	January 1, 2013	M50	2011	\$ 4,328.00			\$ 27,500.00	GridSmart 2018	\$ 31,828.00	
46	SHAWANO - PERKINS	March 1, 1999	EPIC140	1995	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
47	SHAWANO - GRAY	August 1, 1993	EPAC300	1987	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
48	SHAWANO - SIEGLER	September 1, 2009	EPAC300	2009	\$ 4,328.00						\$ 4,328.00
49	MASON - MEACHAM	April 1, 2018	M60	2020	\$ 4,328.00						\$ 4,328.00
50	MONROE - PORLIER	January 1, 1997	EPAC300	1997	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	None	\$ 48,878.00	
51	MASON - PACKERLAND	March 1, 1994	EPAC300	1996	\$ 4,328.00	\$ 16,500.00	\$ 550.00				
52	MASON - COUNTRY CLUB	March 1, 2015	M50	2009	\$ 4,328.00	\$ 16,500.00	\$ 550.00				
53	MASON - ISBELL	November 1, 2002	EPAC300	2010	\$ 4,328.00	\$ 16,500.00	\$ 550.00				
54	HY 54/57 - UNIVERSITY WAY	November 1, 2016	M60	2016	\$ 4,328.00						\$ 4,328.00
55	MAIN - PECAN	February 1, 1999	EPAC300	1997	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
56	MAIN - ST GEORGE	August 1, 2008	EPAC300	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008	\$ 48,878.00	
57	MASON - HINKLE	July 1, 1997	EPAC300	2001	\$ 4,328.00	\$ 16,500.00	\$ 550.00				
58	HY 54/57 - CLEMENT	January 1, 2017	M60	2016	\$ 4,328.00						\$ 4,328.00

Line Totals

\$ 251,024.00

\$ 511,500.00

\$ 17,050.00

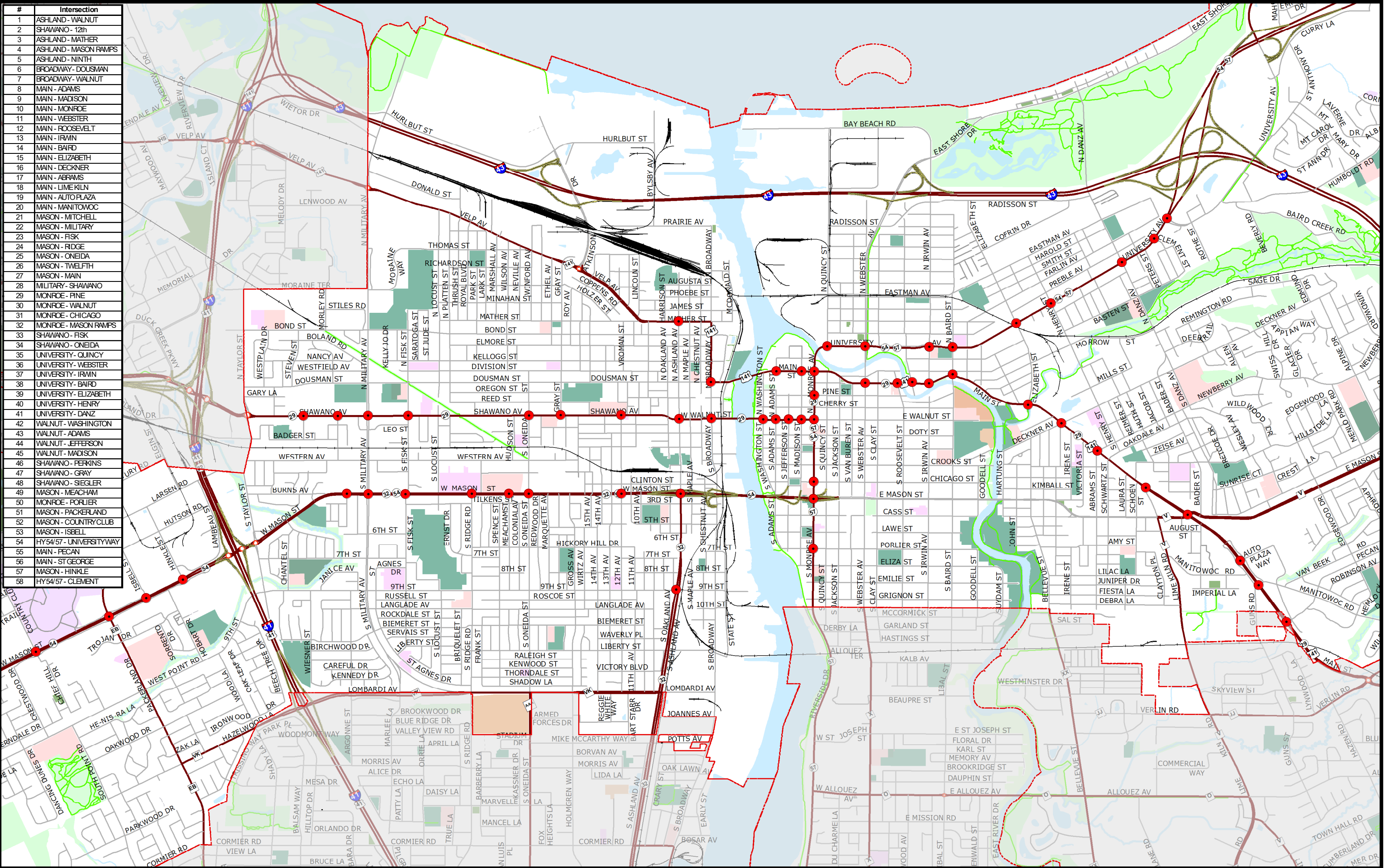
\$ 605,000.00

\$ -

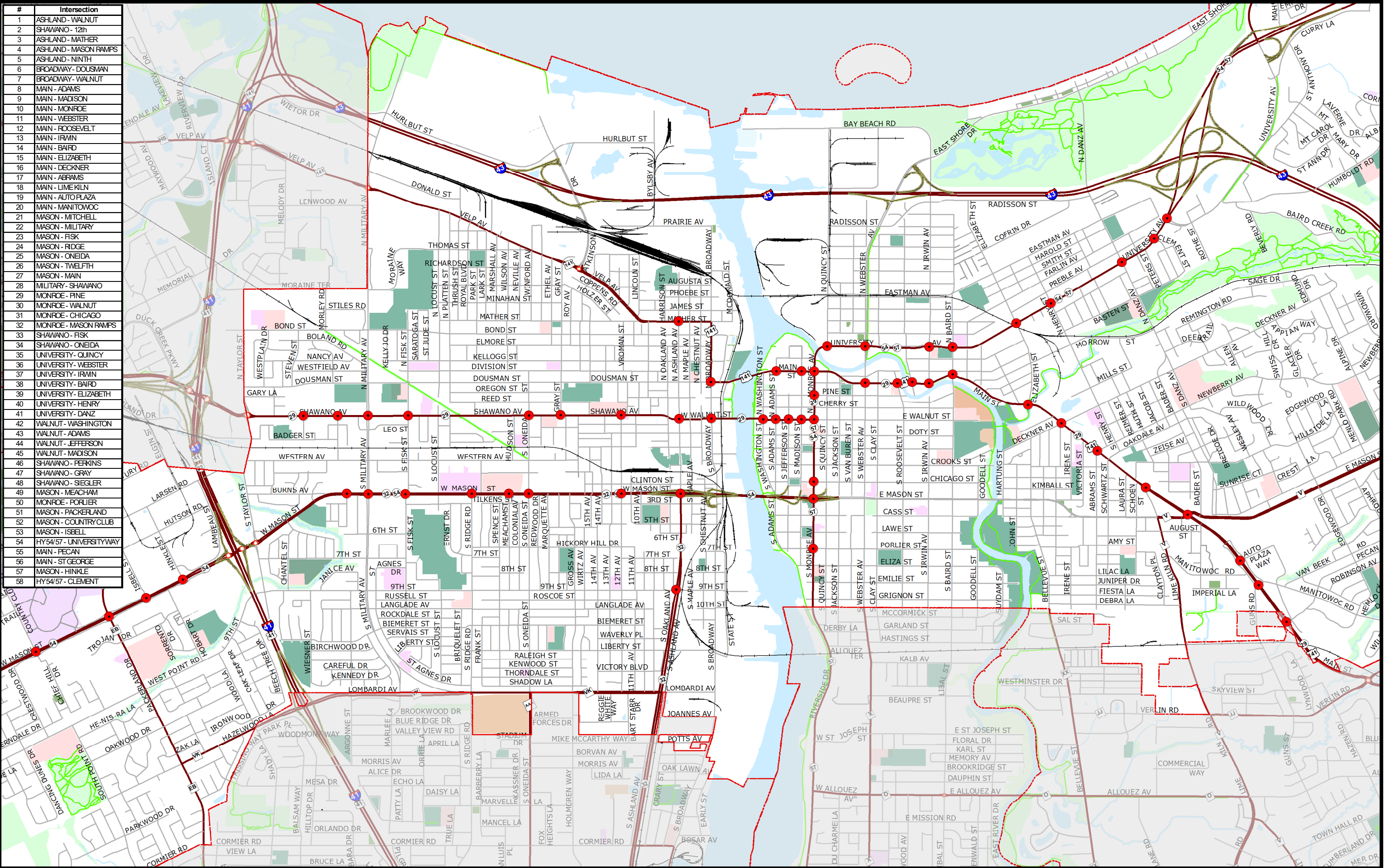
2026		2027	
Total	\$ 671,910.00	\$ 578,090.00	
10%	\$ 67,191.00	\$ 57,809.00	
		\$ 1,250,000.00	

Delete these locations as they will be rebuilt prior to grant

#	Intersection
1	ASHLAND - WALNUT
2	SHAWANO - 12th
3	ASHLAND - MATHER
4	ASHLAND - MASON RAMPS
5	ASHLAND - NINTH
6	BROADWAY - DOUSMAN
7	BROADWAY - WALNUT
8	MAIN - ADAMS
9	MAIN - MADISON
10	MAIN - MONROE
11	MAIN - WEBSTER
12	MAIN - ROOSEVELT
13	MAIN - IRWIN
14	MAIN - BAIRD
15	MAIN - ELIZABETH
16	MAIN - DECKNER
17	MAIN - ABRAMS
18	MAIN - LIMEKILN
19	MAIN - AUTO PLAZA
20	MAIN - MANITOWOC
21	MASON - MITCHELL
22	MASON - MILITARY
23	MASON - FISK
24	MASON - RIDGE
25	MASON - ONEIDA
26	MASON - TWELFTH
27	MASON - MAIN
28	MILITARY - SHAWANO
29	MONROE - PINE
30	MONROE - WALNUT
31	MONROE - CHICAGO
32	MONROE - MASON RAMPS
33	SHAWANO - FISK
34	SHAWANO - ONEIDA
35	UNIVERSITY - QUINCY
36	UNIVERSITY - WEBSTER
37	UNIVERSITY - IRWIN
38	UNIVERSITY - BAIRD
39	UNIVERSITY - ELIZABETH
40	UNIVERSITY - HENRY
41	UNIVERSITY - DANZ
42	WALNUT - WASHINGTON
43	WALNUT - ADAMS
44	WALNUT - JEFFERSON
45	WALNUT - MADISON
46	SHAWANO - PERKINS
47	SHAWANO - GRAY
48	SHAWANO - SIEGLER
49	MASON - MEACHAM
50	MONROE - PORLIER
51	MASON - PACKERLAND
52	MASON - COUNTRY CLUB
53	MASON - ISBELL
54	HY 54/57 - UNIVERSITYWAY
55	MAIN - PECAN
56	MAIN - ST GEORGE
57	MAIN - HINKLE
58	HY 54/57 - CLEMENT



#	Intersection
1	ASHLAND - WALNUT
2	SHAWANO - 12th
3	ASHLAND - MATHER
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5	ASHLAND - NINTH
6	BROADWAY - DOUSMAN
7	BROADWAY - WALNUT
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9	MAIN - MADISON
10	MAIN - MONROE
11	MAIN - WEBSTER
12	MAIN - ROOSEVELT
13	MAIN - IRWIN
14	MAIN - BAIRD
15	MAIN - ELIZABETH
16	MAIN - DECKNER
17	MAIN - ABRAMS
18	MAIN - LIMEKILN
19	MAIN - AUTO PLAZA
20	MAIN - MANITOWOC
21	MASON - MITCHELL
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23	MASON - FISK
24	MASON - RIDGE
25	MASON - ONEIDA
26	MASON - TWELFTH
27	MASON - MAIN
28	MILITARY - SHAWANO
29	MONROE - PINE
30	MONROE - WALNUT
31	MONROE - CHICAGO
32	MONROE - MASON RAMPS
33	SHAWANO - FISK
34	SHAWANO - ONEIDA
35	UNIVERSITY - QUINCY
36	UNIVERSITY - WEBSTER
37	UNIVERSITY - IRWIN
38	UNIVERSITY - BAIRD
39	UNIVERSITY - ELIZABETH
40	UNIVERSITY - HENRY
41	UNIVERSITY - DANZ
42	WALNUT - WASHINGTON
43	WALNUT - ADAMS
44	WALNUT - JEFFERSON
45	WALNUT - MADISON
46	SHAWANO - PERKINS
47	SHAWANO - GRAY
48	SHAWANO - SIEGLER
49	MASON - MEACHAM
50	MONROE - PORLIER
51	MASON - PACKERLAND
52	MASON - COUNTRY CLUB
53	MASON - ISBELL
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55	MAIN - PECAN
56	MAIN - ST GEORGE
57	MAIN - HINKLE
58	HY 54/57 - CLEMENT



Date: 03/05/2025

Expire Date: 4/30/2025

Prepared By: Harrison, Kyle R.

Customer: GRE0017

Bruley, Jerry
City of Green Bay
1820 Mills St
Green Bay WI 54302-3514
United States

Contact: Bruley, Jerry

Phone: 920-391-3650

Description: Iteris Next Systems Quote -- Trade-In Pricing

Part #	Description	Quantity	Price	Extended
PAYLINE	(22) Iteris Next Systems -- trade-in	22	\$18,274.00	\$402,028.00

Sale Amount:	\$402,028.00
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	\$402,028.00

Terms:

THIS QUOTE IS BASED ON THE ENTIRE VALUE AND VOLUME OF ALL LINE ITEMS - Prices listed on this quote are valid only in the event of purchase of all line items in the quantities listed, in their entirety. Purchases of individual line items will require a new quote prior to acceptance of any purchase orders.

PAYMENT TERMS ARE NET 30 DAYS with prior approved credit. MoboTrex, LLC retains title to material until paid in full. A service charge of 1.5% per month (18% annual rate) will be assessed against all past due accounts. Prices and delivery quoted are firm for 30 days from the date of bid. The above quote does not include installation of the products quoted. On-Site technical assistance is available and will be quoted upon request.

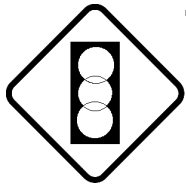
Quotation does not include sales tax. Sales tax will be added at time of invoice unless a valid Sales Tax Exempt certificate has been provided. Sales tax exempt certificate should accompany customer Purchase Order.

Limited Warranty: MoboTrex, LLC only obligations shall be to replace such quantity of the product proven to be defective.

Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See MoboTrex, LLC Terms & Conditions document at our website: www.mobotrex.com.

Thank you for the opportunity to provide this quote.

**TRAFFIC CONTROL
CORPORATION**

5651 MEMORIAL AVENUE
OAK PARK HEIGHTS, MN 55082
PHONE: 651-439-1737

QUOTATION

Number 663302

Page: 1 of 1

To: 11081

GREEN BAY, CITY OF
100 N JEFFERSON ST
CITY HALL
ROOM 101
GREEN BAY WI 54301 USA

Attn:**Email:****Phone:** 920-448-3010**Fax:** 920-448-3050**Quote Date:** 3/4/2025**Expires:** 5/3/2025**Terms:** NET 30 BASED ON APPROVED CREDIT**FOB:** DESTINATION-FRT INCLUDED**Salesperson:** MATT ALLWOOD**Email:** Mallwood@TCC1.com**Phone:** 651-439-1737**Letting Date:****Location:** CITY OF GREEN BAY**Book / Call / Item:****Description:** TRAFFIC CONTROLLER AND CABINET REPLACEMENT**Contract No:** WISDOT TS2 CABINET CONTRACT

Part Number / Description	Unit Price	Qty/UM	Net Price
F73692 (504) CONTROLLER, COBALT, C, TYPE 2, DATA KEY, EOS: ECONOLITE, COBC22100000000000	4,340.00	54.00 EA	234,360.00
DATA BASE CONVERSION CRAIG TO CONVERT EAGLE DATA BASE OVER TO EOS - TO BE TESTED AT GREEN BAY PUBLIC WORKS AND DOES NOT INLCULDE SITE VISIT	275.00	28.00 EA	7,700.00
NEMA TS2 TYPE 1 TRAFFIC SIGNAL CONTROL CABINET 55" ECONOLITE 16 POSITION TS2 TYPE 1 CABINET, INCLUDES POWER SUPPLY, 3 BIU, 4 FTR, 1 FLASHER * WISDOT CONTRACT \$12,750 EDI MMU2 SMART MONITOR * WISDOT CONTRACT \$1,535 LIGHTING PANEL *WISDOT CONTRACT \$595 CABINET HEATER *WISDOT CONTRACT \$160 SURGE WUPPRESSOR, TRIPP LITE *WISDOT CONTRACT \$175 16 LOAD SWITCHES * WISDOT CONTRACT \$44 EACH GENERATOR TRANSFER SWITCH *WISDOT CONTRACT \$1,100	17,019.00	26.00 EA	442,494.00

CABINET DOES NOT INCLUDE ANY INTERCONNECT EQUIPMENT

Item Total:	684,554.00
Misc Charges and Adjustments:	0.00

Quote Total:	684,554.00
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*Pricing does not include applicable sales taxes. If order is to be exempt sales tax, documentation must be provided at time of order.
Additional terms may apply. Review our full Terms & Conditions of Sale at www.trafficcontrolcorp.com.*



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # N.8

To approve the request by Department of Public Works - Operations Division to purchase one (1) Bobcat UW56 Toolcat off the Sourcewell Contract #040329-CEC for \$76,769.09; two (2) Erskine snow blowers for \$7,954.00 each; and two (2) Erskine v-plows for \$3,000.00 each off the Minnesota State Contract #246981 from Bobcat Plus for a net total of \$98,677.09, which includes delivery, setup, warranty, and operator training.

BACKGROUND

The Department of Public Works utilizes sidewalk tractors year-round for various core functions, including snow removal, litter cleanup, yard waste collection and grass cutting. Unit 750, a 2006 Holder C9.88 and unit 759, a 2004 Holder C9.72 have reached their maximum service life, and a replacement has been approved in the 2025 budget.

RECOMMENDATION

To approve the purchase

FISCAL IMPACT

ATTACHMENTS

1. quote-BW1103379
2. Toolcat and Attachments Req
3. CITY OF GREEN BAY - UW56 - quote-MB1047268 (2)



Quotation Number: **BW1103379**

Quote Sent Date: **Apr 02, 2025**

Expiration Date: **May 02, 2025**

Prepared By: **Brian Weber**

Phone: 920-660-9356

Email: bweber@bobcatplus.com

Customer

City of Green Bay - Public Works

519 S ONEIDA ST

GREEN BAY, WI, 54303-2009

Phone: +1 920 492 3751

Contact

Nathan Wachtendonk

Phone: +1 920 492 3751

Email: nathanwa@greenbaywi.gov

Dealer

Bobcat Plus, Inc., DePere, WI

1372 MID VALLEY DR.

DEPERE, WI, 54115

Item Name	Item Number	Quantity	Price Each	Total
Erskine SB300 48" snow blower 17-22 GPM	901780	1	10,104.00	10,104.00
	Total for Erskine SB300 48" snow blower 17-22 GPM			10,104.00
Erskine SB300 48" snow blower 17-22 GPM	901780	1	10,104.00	10,104.00
	Total for Erskine SB300 48" snow blower 17-22 GPM			10,104.00
Mini Snow/Light material 48" Blade	900338	1	3,790.00	3,790.00
	Total for Mini Snow/Light material 48" Blade			3,790.00
Mini Snow/Light material 48" Blade	900338	1	3,790.00	3,790.00
	Total for Mini Snow/Light material 48" Blade			3,790.00
		Quote Total - USD		27,788.00
		Discount		
		<i>Discount per Minnesota state bid Contract 246982</i>		-5,880.00
		Sales total before Taxes		21,908.00
		Taxes		0.00
		Quote Total - USD		21,908.00

Notes:

3% fee will be applied if paying with credit card. Discounts are based on ordering 2 snow blowers and 2 Snow blades

Customer acceptance:

Quotation Number:: **BW1103379**

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____ Tax Exempt: Y ☐ / N ☐

Requestion Request

To: Beth Nadolski Spears
Public Works Supervisor

From: Nathan Wachtendonk
Fleet Manager

Date: April 2, 2025

Re: Toolcat and Attachments



Item: (1) Toolcat w/attachments

Cost: \$98,677.09

Vendor: Bobcat Plus

Account# 427503-55501

Delivery: DPW West Side Garage

Background:

The Department of Public Works utilizes sidewalk tractors year-round for various core functions including snow removal, litter cleanup, yard waste collection and grass cutting. Unit 750, a 2006 Holder C9.88 and unit 759, a 2004 Holder C9.72 have reached their maximum service life, and a replacement has been approved in the 2025 budget.

Recommendation:

To purchase (1) Bobcat UW56 Toolcat off the Sourcewell Contract #040329-CEC for \$76,769.09; (2) Erskine snow blowers for \$7,954 each and (2) Erskine v-plows for \$3,000 each off the Minnesota State Contract # 246981 from Bobcat Plus for a net total of **\$98,677.09** which includes delivery, setup, warranty, and operator training.



Product Quotation
Quotation Number: **MB1047268**
Quote Sent Date: **Mar 12, 2025**
Expiration Date: **Apr 11, 2025**

Your Bobcat Contact
Mason Brekke
Phone:
Email: mason.brekke@doosan.com

Your Customer Contact

Deliver to
City of Green Bay - Public Works
519 S ONEIDA ST
GREEN BAY, WI, 54303-2009

Bobcat Dealer
Bobcat Plus, Inc., DePere, WI
1372 MID VALLEY DR.
DEPERE, WI, 54115

Bill to
NEW GOVERNMENT CUSTOMER
2391333
250 E Beaton Dr
West Fargo, ND, 58078-2656

Item Name	Item Number	Quantity	Price Each	Total
Bobcat UW56	M1225	1	64,464.00	64,464.00
Standard Equipment: Adjustable Vinyl Seats All-Wheel Steer Automatically Activated Glow Plugs Auxiliary Hydraulics Variable Flow with dual direction detent Beverage Holders Bob-Tach Boom Float Cargo Box Support Cruise Control Speed Management Enclosed Cab with HVAC Dual Port USB charger Lower Engine Guard Limited Slip Transaxle Engine and Hydraulic Monitor with Shutdown Front LED Work Lights Full-time Four-Wheel Drive		Horsepower Management Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I Dome Light Hydraulic Dump Box Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts. Joystick, Manually Controlled with Lift Arm Float Lift Arm Support Parking Brake, automatic Power Steering with Tilt Steering Wheel Radiator Screen Rear Receiver Hitch Seat Belts, Shoulder Harness Spark Arrestor Muffler Suspension, 4-wheel independent Tires: 27 x 10.5-15 (8 ply), Lug Tread Toolcat Interlock Control System (TICS) Two-Speed Transmission Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty		
Deluxe Road Package <i>Included:</i> Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights	M1225-P01-C01	1	2,600.00	2,600.00
Attachment Control	M1225-R08-C02	1	224.80	224.80

Engine Block Heater	M1225-A01-C02	1	128.00	128.00
Heavy Duty Battery	M1225-R07-C02	1	92.00	92.00
High Flow Package	M1225-R03-C02	1	1,736.00	1,736.00
Interior Trim	M1225-A01-C04	1	180.80	180.80
Power Bob-Tach	M1225-R14-C03	1	1,012.00	1,012.00
Radio Option	M1225-R15-C02	1	474.40	474.40
Rear View Camera	M1225-R20-C01	1	315.20	315.20
Traction Control	M1225-R16-C02	1	556.80	556.80
Protection - Rear Window Guard Kit	7150926	1	966.09	966.09
24 Month/2000 Hour Full Extended Warranty	9974360	1	1,300.00	1,300.00
Total for Bobcat UW56				74,050.09
Quote Total - USD				74,050.09
Dealer P.D.I.				650.00
Freight Charges				1,400.00
Dealer Assembly Charges				169.00
Charges				
Switch and Wiring for Strobe light				400.00
Additional Freight				100.00
Quote Total - USD				76,769.09

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer acceptance:

Quotation Number:: MB1047268

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses

Delivery Address _____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # N.9

To approve the request by Department of Public Works to adopt a resolution to increase parking rates in public parking ramps during the 2025 NFL Draft from \$1.00/hour - \$12.00/day maximum to \$2.00/hour - \$24.00/day maximum.

BACKGROUND

Parking in downtown can be very limited, especially at times of high demand, such as special events and festivals. With the expected influx of visitors due to the 2025 NFL Draft, extra assistance, enforcement, security, and monitoring will be required within our public parking ramps. As the Parking Division is a Special Revenue Fund, we must cover our expenses through our revenues with no reliance on the tax-funded General Fund. To help offset some of these additional costs, staff has recommended increasing ramp rates during the draft.

Staff further evaluated increasing meter rates to help offset these costs, but the investment required to change the meters and then change them back after the draft was cost-prohibitive.

Lastly, this change will not impact our normal monthly rental patrons and will only impact hourly parking patrons paying at the ramp.

RECOMMENDATION

To approve the request by Department of Public Works to adopt a resolution to increase parking rates in public parking ramps during the 2025 NFL Draft from \$1.00/hour - \$12.00/day maximum to \$2.00/hour - \$24.00/day maximum.

FISCAL IMPACT

To be determined

ATTACHMENTS

- I. Draft Resolution to Amend Parking Rates

RESOLUTION TO AMEND PARKING RATES

March 4, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay Common Council has authority to amend the parking rates pursuant to Section 40-52 of the Green Bay Municipal Code; and

WHEREAS, the City of Green Bay is the host city for the 2025 NFL Draft, and anticipates an increase in demand for parking; and

WHEREAS, the current rate of \$1.00 per hour and \$12 per day at the Pine Street Parking Ramp, Cherry Street Parking Ramp, and the Main Street Parking Ramp are insufficient to encourage responsible parking in high-traffic areas; and

WHEREAS, the Common Council has determined that an adjustment in the hourly parking rate to \$2.00 per hour and \$24 per day at the Pine Street Parking Ramp, Cherry Street Parking Ramp, and the Main Street Parking Ramp will encourage responsible parking in high-traffic areas and is in the best interest of the public.

NOW, THEREFORE, BE IT RESOLVED that the City of Green Bay Common Council, pursuant to Section 40-52 of the Green Bay Municipal Code, hereby authorize the adjustment in the hourly parking rate to \$2.00 per hour and \$24 per day at the Pine Street Parking Ramp, Cherry Street Parking Ramp, and the Main Street Parking Ramp; and

BE IT FURTHER RESOLVED that this adjustment in hourly parking rate shall take effect on April 23, 2025, and shall expire on April 25, 2025, with the price reverting back to the rate of \$1.00 per hour and \$12 per day; and

BE IT FURTHER RESOLVED that the Director of Public Works, or their designee, shall make all necessary changes to reflect this parking rate adjustment.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # N.10

To approve the request by Department of Public Works to review and approve the award of WSG I-25 SALT STORAGE SHED CONCRETE REPAIRS to Restoration Systems, Inc. in the amount of \$78,940.00.

BACKGROUND

The interior concrete walls are spalling allowing salt infiltration and corrosion of the reinforcing steel. Concrete repairs and coating of the walls is necessary to prevent further corrosion and failure of the structure.

RECOMMENDATION

Department of Public Work recommends awarding the contract to the lowest responsive bidder.

FISCAL IMPACT

\$100,00 was allocated in the 2025 CIP request for this project.

ATTACHMENTS

- I. QuestCDN_Projectresults_WSG I-25 Salt Storage Shed Concrete Repairs

WSG 1-25 SALT STORAGE SHED CONCRETE REPAIRS

Quest Number: 9581039

Closing Date: Tue, 04/01/2025 02:00 PM CDT

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:	Trista Hobbs
Email:	trista.hobbs@greenbaywi.gov
Phone:	920-448-3114
Award Date:	
Comments:	
Award Status:	Pending

Letting Bid Tabulation: [View on vBid](#)

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Restoration Systems Inc.	Blake Dronen	952-368-0463	bdronen@restorationsystems.net	\$ 78,940.00		
Central Restoration, LLC	Ashley Sobotta	920-583-3733	sobotta1@centralrestoration.com	\$ 87,240.00		
Berglund Construction Company	April Wilson	7733741000	awilson@berglundco.com	\$ 93,500.00		
LUNDA CONSTRUCTION	Lunda Estimating	715-284-9491	wiquotes@lundaconstruction.com	\$ 155,335.00		
IEI General Contractors	Shane Whelchel	920-337-2111	shane@ieigc.com	\$ 191,560.00		



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # N.I I

To receive and place on file the report of award of contract RAMPS 2-25 PINE STREET RAMP PT REPAIRS to Cy-Con, Inc. in the amount of \$238,998.00.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Contract Award Letter SIGNED for RAMPS 2-25 PINE STREET RAMP PT REPAIRS



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

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

March 20, 2025

Cy-Con, Inc.
110 Sycamore St., W.
St. Paul, MN 55117

Ladies and Gentlemen:

You have been awarded contract RAMPS 2-25 PINE STREET RAMP PT REPAIRS in the amount of \$238,998.

The terms of the award require your officer to sign the Contract, Performance Bond, Payment Bond, and Federal W-9 form **within ten (10) days of this notice**. They will be emailed to you today.

The completed Performance Bond, Payment Bond, Federal W-9 form, and proof of insurance(s) required in the City of Green Bay Standard Specifications should be mailed to:

City of Green Bay Department of Public Works
Attn: Michelle Wolter
100 N. Jefferson Street, Room 300
Green Bay, WI 54301

If you have any questions, please call (920) 448-3100.

Sincerely,

Steven M. Grenier

Steven M. Grenier, P.E.
Director of Public Works

ejns

cc: Trista Hobbs
Jeff Lambrecht
Kyle Vander Loop

Contract Award Letter for RAMPS 2-25 PINE STREET RAMP PT REPAIRS

Final Audit Report

2025-03-20

Created:	2025-03-20
By:	Elizabeth Nadolski Spears (Elizabeth.Nadolski-Spears@greenbaywi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7_gDH_Yu_Jcweq-AftnrF6s_3TjC77A3

"Contract Award Letter for RAMPS 2-25 PINE STREET RAMP P T REPAIRS" History

-  Document created by Elizabeth Nadolski Spears (Elizabeth.Nadolski-Spears@greenbaywi.gov)
2025-03-20 - 7:29:16 PM GMT
-  Document emailed to Steve Grenier (steven.grenier@greenbaywi.gov) for signature
2025-03-20 - 7:29:37 PM GMT
-  Email viewed by Steve Grenier (steven.grenier@greenbaywi.gov)
2025-03-20 - 7:29:44 PM GMT
-  Document e-signed by Steve Grenier (steven.grenier@greenbaywi.gov)
Signature Date: 2025-03-20 - 7:56:49 PM GMT - Time Source: server
-  Agreement completed.
2025-03-20 - 7:56:49 PM GMT



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # N.12

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

A. Granting of Licenses

I. Sidewalk Builder

- a. Allied Concrete Construction, Inc.
- b. Blaser Construction, LLC
- c. Delahaut Custom Concrete, LLC
- d. Elexco, Inc.
- e. Hemle Construction & Concrete, LLC
- f. J.C. Santy Construction, LLC
- g. Loch Construction Co., Inc.
- h. Precision Flatwork
- i. Zeise Construction
- j. Craftsman Concrete, LLC
- k. Titledown Construction, LLC
- l. KPC Concrete Contractors, LLC
- m. D&T Construction, LLC
- n. Evraets Concrete Construction, LLC
- o. Josh Bailey Concrete, LLC
- p. Parham Construction

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # N.13

To approve the request by Department of Public Works to approve the award of contract ASPHALT PAVING 2025 to MCC, Inc. in the amount of \$745,179.30.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QuestCDN_Projectresults_Aspphalt Paving 2025

ASPHALT PAVING 2025

Quest Number: 9598321

Closing Date: Tue, 04/01/2025 02:00 PM CDT

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:	Robbie Woldt
Email:	robbie.woldt@greenbaywi.gov
Phone:	920-448-3109
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
MCC, Inc.	Alicia Marx	920-749-3360	bidding@murphyinc.org	\$ 745,179.30		
Northeast Asphalt, Inc.	Mary Jorgensen (PMA)	920-757-2900	neaquote@walbecgroup.com	\$ 813,641.35		



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # N.14

To approve the request by Department of Public Works to approve the award of contract PAVEMENT REPAIR 2025 to Martell Construction in the amount of \$1,871,967.50.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QuestCDN_Project Results_Pavement Repair 2025

PAVEMENT REPAIR 2025

Quest Number: 9551415

Closing Date: Tue, 03/11/2025 02:00 PM CDT

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:	Robbie Woldt
Email:	robbie.woldt@greenbaywi.gov
Phone:	920-448-3100
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Martell Construction	Ryan Everson	920-468-8071	Reversion@Martellco.com	\$ 1,871,967.50		
Al Dix Concrete Inc	Dylan Dix	920-766-4344	dixconcrete@yahoo.com	\$ 1,917,450.00		
Highway Landscapers, Inc.	Nick Wilfert	920-759-1701	nwilfert@highway.email	\$ 2,049,425.00		



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # O.I

To approve an appeal by Garrett Freeman and grant him his operator's license

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 3_24 Oper Lic Appeal Freeman
2. FREEMAN CCAP
3. FREEMAN CIB
4. FREEMAN GERP MASTERPERSON & BACKGROUND



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # O.2

To approve a limited expansion of licensed premises at 312 Cherry St described as "tent in rear building parking lot. Bar & DJ both set up" on the following dates April 24-26, 2025.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 3_24 LELP 312 Cherry



Clerk & Treasurer's Office
100 N. Jefferson St., Rm 106
Green Bay, WI 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov

Phone: 920-448-3010
Fax: 920-448-3016

Limited Expansion of Liquor License

All requests are heard before the Protection & Policy Committee and Common Council meeting,
subject to complaint.

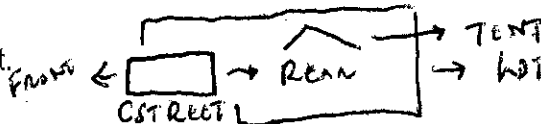
Liquor License Applicant: C STREET PUB

Address: 312 CHERRY ST. Green Bay, WI 54301

E-mail: billyduranceio@gmail.com Phone Number: 920-366-6982

Liquor/Beer Agent Name: WILLIAM F. DURANCEAU

☐ I attached a detailed map for the event.



Proposed License Description: TENT IN REAR BUILDING PARKING LOT.

BAR + DJ BOTH SET UP. EVENT IS APRIL 24th, 25th + 26th

Descriptions of Fencing/Security at the Event: AREA TO BE FENCED OFF.

SECURITY WILL BE PRESENT.

The information on this form is true and correct to the best of my knowledge. I understand that this form and any attachments are public records and are provided to the Committee and Common Council.

Applicant Signature: Date: 3/8/25



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # O.3

To approve a change of agent for Baeb Zuege, LLC at 1570 Elizabeth St to Roger Zambarda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 3_24 Chg of Agent 1570 Elizabeth



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # P.I

To deny the appeal by Marquelus Brown regarding the denial of his operator's license

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 4_7 M Brown Oper Lic Appeal
2. BROWN CIB
3. BROWN CCAP



Department of Police

Christopher A Davis
Chief of Police

The City of Green Bay Clerk's Office accepts appeals for licenses.
Submit within 30 days of denial.

Form and supplemental information are public records and may be uploaded to the Committee/Council meeting packet.

Appellant Name: Marquellus Brown

Address: 1132 Shepherds Path Green Bay, WI 54313

E-mail: Marquellus.b@gmail.com Phone Number: 920-309-1731

Attorney name (not required): _____

License Type to Appeal: Liquor & intoxicating beverage operator's license application

Reason for Appeal (Add attachments as needed):

I complete my probation in September of 2013, I haven't been in trouble since 2017. My felony happened in Appleton where I was actually issued a liquor & intoxicating beverage license and it's current. all my offenses were with one woman in which she has cases also concerning me.

The appeal will be heard before the Protection & Policy Committee and Common Council. Written Notice will be sent to the person listed above requesting attendance at the meeting. You may be represented by an attorney for the appeal. If you have an attorney, please provide the information above.

The information on this form is true and correct to the best of my knowledge. I understand that any false statement on this form or any attachments constitutes grounds for revocation of any provisional retail license issued and/or denial of my regular license application.

Contact Person's Name (Last, First, M.I.) Brown, Marquellus Q

Applicant Signature: Marquellus Brown

Appellant Name: Marquellus Brown



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # P.2

To approve, subject to approval of a safety plan by the Police Department by April 15, a limited expansion of licensed premises at 1238 State St described as "Bag league on Thursdays and we would like to use the parking lot" for State Street Pub on the following dates: all Thursdays in June and July.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 4_7 LELP 1238 State St

Stacy Menke

From: noreply@civicplus.com
Sent: Friday, March 21, 2025 8:22 AM
To: ClerksFrontDesk
Subject: Online Form Submittal: Limited Expansion of License Premise

Limited Expansion of License Premise

Licensed Premises Information

Liquor License Applicant State street pub of Green Bay llc

Business dba Name State Street Pub

Licensed Address 1238 State Street

City Green bay

State WI

Zip Code 54304

Liquor/Beer Agent Name Tera Hansen

License Type Class "B" Beer & "Class B" Liquor

E-mail Terah355@yahoo.com

Event Information

Date(s) of Events All thursdays in june and july

Is this Event in taking place during a Special Event? No

Have you had this event in previous years? No

Proposed License Premises: Parking lot

Description of the Event: Bag league on thursdays and we would like to use the parking lot.

Detailed Map for Event. [20250321_081820.jpg](#)

Security Plan

We will have barriers up at the end of the driveway and staff outside to monitor liquor consumption

Next Steps

The information on this form is true and correct to the best of my knowledge. I understand the temporary expansion of the license premises requires approval from Committee/Council and is subject to complaint.

Yes

Electronic Signature Agreement

I agree.

Electronic Signature

Tera Hanse

Field not completed.

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



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # P.3

To approve a limited expansion of licensed premises at 840 S Broadway described as "back parking lot" for Richard Craniums on the following dates: April 21st through April 27th.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # P.4

To approve, subject to approval of a safety plan by the Police Department by April 15, a limited expansion of licensed premises at 313 Dousman St described as "30'x60' tent immediately adjacent to the east side of the Biergarten outdoor seating area" for Copper State Brewing Co on the following dates: April 22 - April 27, 2025.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 4_7 LELP 313 Dousman St

Stacy Menke

From: noreply@civicplus.com
Sent: Monday, March 31, 2025 1:45 PM
To: ClerksFrontDesk
Subject: Online Form Submittal: Limited Expansion of License Premise

Limited Expansion of License Premise

Licensed Premises Information

Liquor License Applicant Copper State Brewery, LLC

Business dba Name Copper State Brewing Co

Licensed Address 313 Dousman St

City Green Bay

State WI

Zip Code 54303

Liquor/Beer Agent Name Jonathan Martens

License Type Class "B" Beer & "Class B" Liquor

E-mail Jon@copperstate.beer

Event Information

Date(s) of Events 4/22/25 - 4/27/25

Is this Event in taking place during a Special Event? Yes

Have you had this event in previous years? No

Proposed License Premises: 30'x60' Tent immediately adjacent to the east side of the Biergarten outdoor seating area

Description of the Event: NFL Draft overflow

Detailed Map for Event. [image.jpg](#)

Security Plan 4 security cameras facing parking lot, Biergarten and party tent.
Access to tent will be only from Biergarten.

Next Steps

The information on this form is true and correct to the best of my knowledge. I understand the temporary expansion of the license premises requires approval from Committee/Council and is subject to complaint.

Yes

Electronic Signature Agreement I agree.

Electronic Signature Jonathan D Martens

Field not completed.

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



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # P.5

To approve as amended the request by Richard Craniums at 840 S Broadway to utilize the "back parking lot" as an outdoor area.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 4_7 License Amendment 840 S Broadway

From: noreply@civicplus.com
Sent: Saturday, March 29, 2025 3:32 PM
To: ClerksFrontDesk
Subject: Online Form Submittal: 4.7 License Amendment

4.7 License Amendment

A. License Premises Information

Liquor License Applicant: BeachMe LLC

Business dba Name: Richard Craniums

Address: 840 S Broadway

City: Green Bay

State: WI

Zip Code: 54304

Agent Name: Don Mjelde

Phone Number: 715-323-7790

E-mail: donmjelde@gmail.com

License Type: "Class B" Liquor & Class "B" Beer License

B. New License Premises Description (to appear on the liquor license)

New License Premises Description (to appear on the liquor license): BACK PARKING LOT

C. Outdoor Patio (If Applicable)

Does the area include outdoor areas (a licensed patio, or any other outdoor area used in conjunction with a licensed premises?) Yes

Licensed Patio

(2) *Amendment.* A licensee may apply to amend its licensed premises to include an patio. Photographs of the outdoor area are required to be submitted with the application. The application for amendment shall be subject to review in the same manner as any other license application, including administrative review, and the restrictions provided in this chapter.

(3) *Immediately adjacent.* A licensed patio must be immediately adjacent to the indoor portion of the licensed premises. For purposes of this section, a patio is immediately adjacent if it can be accessed from the indoor portion of the licensed premises without crossing any unlicensed area.

(4) *Barrier.* A licensed patio must be enclosed by a permanent fence, structure, or other barrier that clearly delineates the separation from licensed to unlicensed area. The fence, structure, or other barrier must be at least three feet in height and must clearly separate the licensed premises from any non-licensed area. Photographs of the barrier shall be provided with the application.

(5) *Ingress.* Access to a licensed patio shall be through an indoor licensed area. Ingress to a licensed patio from an unlicensed area should be limited to safety purposes only. Egress to an unlicensed area without the ability to return shall not be limited, to permit egress for safety purposes.

Review: Yes

Review: No

Review: Yes

Outdoor Patio Pictures Patio Pic.png

D. Signature/Next Steps

Review

The information on this form is true and correct to the best of my knowledge. I understand the license amendment requires approval from Committee/Council and Inspections.

I understand that once filed, I will be asked to attend a Protection & Policy Committee Meeting and Council is the final approving authority.

First Name Don

Last Name Mjelde

Electronic Signature I agree.
Agreement

Electronic Signature Donald J. Mjelde

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



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # P.6

To approve a limited expansion of licensed premises at 805 Klaus St, described as "extending liquor to lot area" for The Bay Bar & Lounge for the following dates: April 24 - April 26, 2024

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 4_7 LELP 805 Klaus



Clerk & Treasurer's Office
100 N. Jefferson St., Rm 106
Green Bay, WI 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov

Phone: 920-448-3010
Fax: 920-448-3016

Limited Expansion of Liquor License

All requests are heard before the Protection & Policy Committee and Common Council meeting,
subject to complaint.

Liquor License Applicant: The Bay Bar & Lounge

Address: 805 Klaus Green Bay, WI 543 02

E-mail: jcowley@yahoo.com Phone Number: 414-550-4110

Liquor/Beer Agent Name: Jason Cowser

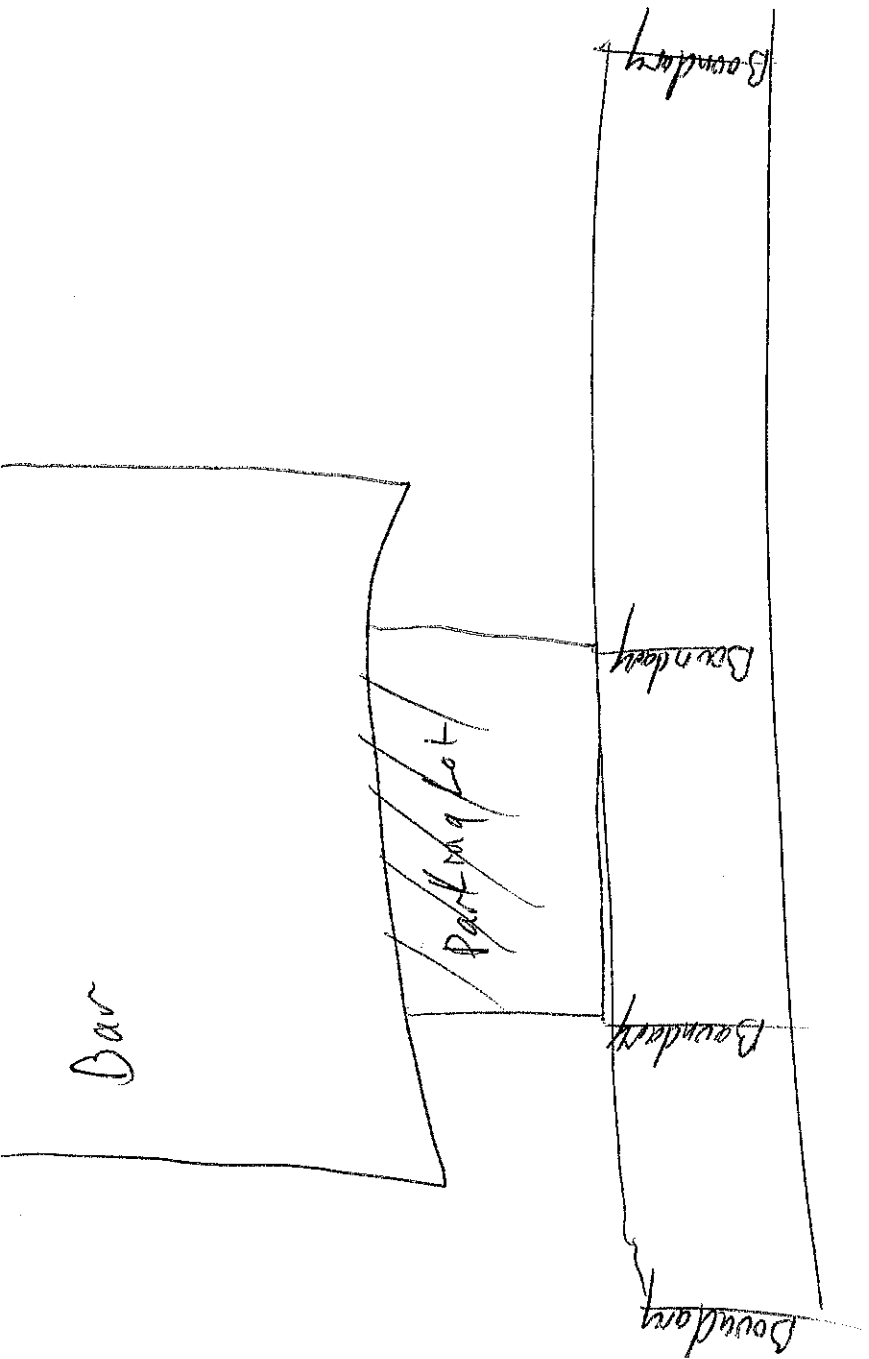
☒ I attached a detailed map for the event.

Proposed License Description: Extending Liquor to lot area

Descriptions of Fencing/Security at the Event: baracades for the lot area
and security as well (Tearay barriers)

The information on this form is true and correct to the best of my knowledge. I understand that this form and any attachments are public records and are provided to the Committee and Common Council.

Applicant Signature: [Signature] Date: 4/2/25





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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # P.7

To approve, subject to approval of a security plan by the Green Bay Police Department by April 15, a limited expansion of licensed premises at 1689 E Mason St described as "expansion to parking lot for a fundraising event to place two tables and chairs off of the deck and store excess inventory in storage building at 1685 E Mason (next door to bar) for Turn It Up Tap on the following days: week of 4/21/2025 and May 3, 2025.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 4_7 LELP 1689 E Mason

Stacy Menke

From: noreply@civicplus.com
Sent: Thursday, April 3, 2025 10:06 AM
To: ClerksFrontDesk
Subject: Online Form Submittal: Limited Expansion of License Premise

Limited Expansion of License Premise

Licensed Premises Information

Liquor License Applicant Kristine Dhein

Business dba Name Turn It Up Tap

Licensed Address 1689 East Mason Street

City Green Bay

State WI

Zip Code 54302

Liquor/Beer Agent Name Turn It Up Tap

License Type Class "B" Beer & "Class B" Liquor

E-mail turnitup.tap@gmail.com

Event Information

Date(s) of Events 5/3/2025 Week of 4/21/2025

Is this Event in taking place during a Special Event? Unsure

Have you had this event in previous years? Yes

Proposed License Premises: I would like to apply for expansion to parking lot for for a fundraising event to place two tables and chairs off of the deck and also if needed to spread people out the week of the NFL Draft.

I would also like the ability to store excess inventory in my

storage building at 1685 E. Mason (next door to bar) due to the NFL draft.

Description of the Event: Fundraiser for Mike Giese - Cancer NFL Draft

Detailed Map for Event. [Expansion Map.docx](#)

Security Plan Yes. I will have several staff ensuring that no glass goes outside and also that no alcohol leaves the premises. I will also have a space off of the deck for two tables and chairs that will be roped off.

Next Steps

The information on this form is true and correct to the best of my knowledge. I understand the temporary expansion of the license premises requires approval from Committee/Council and is subject to complaint.

Yes

Electronic Signature Agreement I agree.

Electronic Signature Kristine M. Dhein

Field not completed.

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



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

Phone 920.448.3010
Fax 920.448.3016

Temporary Expansion of Liquor License
City of Green Bay Clerk's Office

*All requests are heard before the Protection & Policy Committee
and Common Council meeting, subject to complaint.*

Licensed Premises Information

Liquor License Applicant: Kristine Dhein

Business dba Name: Turn It Up Tap

Licensed Address: 1689 E. Mason St. Green Bay, WI 54302

Liquor/Beer Agent Name: _____

Corporate Information

Business Legal Name (as on WI State Sellers Permit): Kristine Dhein

Business Mailing Address: 1689 E. Mason St. Green Bay, WI 54302

Business Contact Name/Position: Kris Dhein/Owner

Business Phone: 920-264-7817 Business Email: turnitup.tap@gmail.com

Date(s) of Events: 5/3/25 and week of 4/21/25.

Have you had this event previous years? Yes ☒ No ☐

If so, please provide the dates: _____

Proposed License Description:

I would like to apply for expansion to parking lot for for a fundraising event to place two tables and chairs off of the deck and also if needed to spread people out the week of the NFL Draft.

Description of the Event:

5/3/25: Fundraiser for Mike Giese, Cancer.
Week of 4/21 for the NFL Draft (if needed).

Security at the Event:

Yes. I will have several staff ensuring that no glass goes outside and also that no alcohol leaves the premises.

Is this Event in taking place during a Special Event? Yes ☐ No ☒

Alcohol cannot be sold on City Right of Way and only beer may be taken out of the licensed premises into the special event if adjacent to you location.

☒ Detailed Map for Event.

The information on this form is true and correct to the best of my knowledge. I understand the temporary expansion of the license premises requires approval from Committee/Council and is subject to complaint.

Kristine Dhein

Applicant Signature

(920) 264-7817

Phone Number

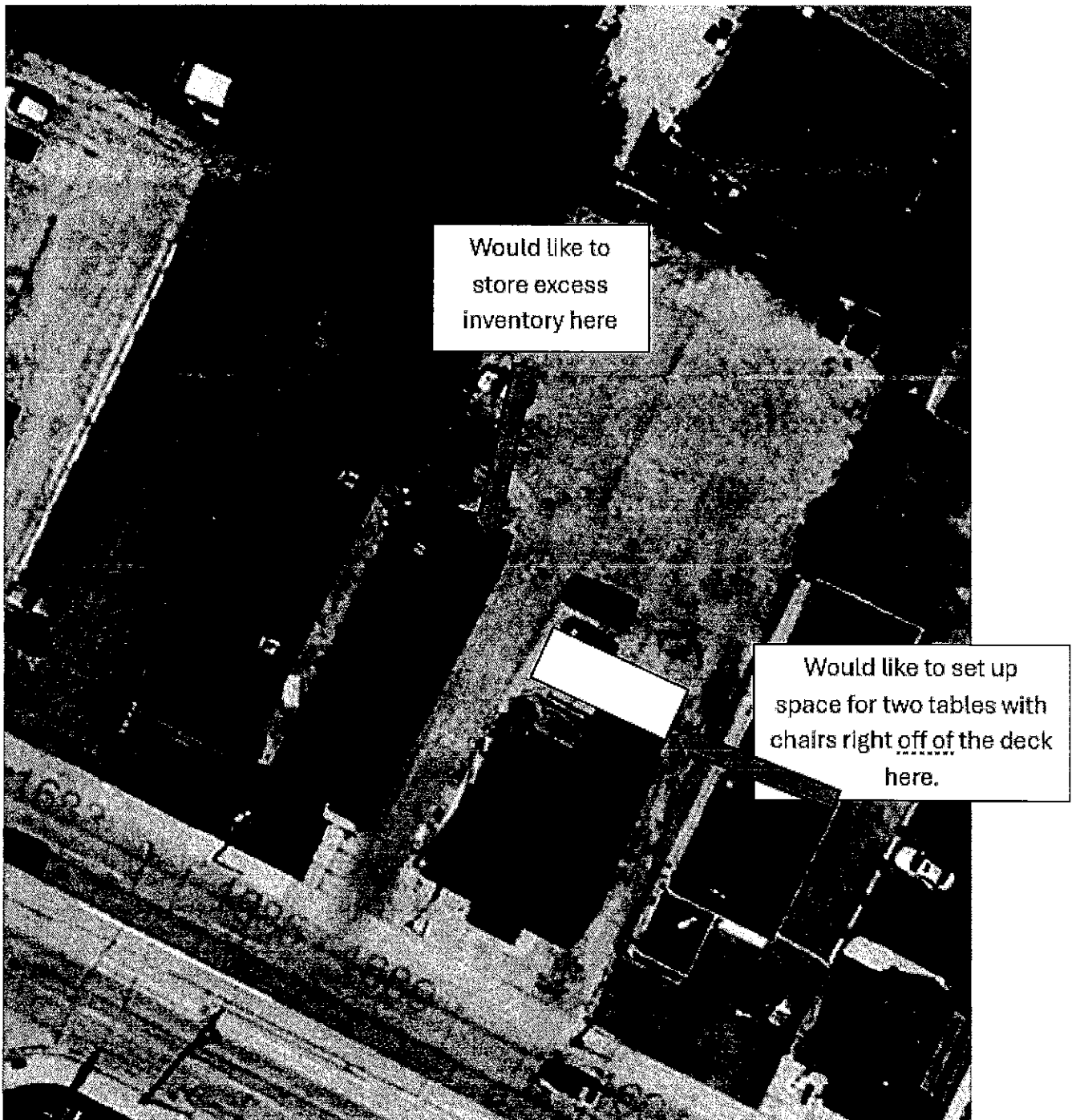
turnitup.tap@gmail.com

Email Address

04/02/202

Date

Right now my focus is the draft week and the 5/3/25 event but how do I apply for the expansion to parking lot for 3 months for any outdoor events we may want to host going forward? I thought that we could apply for that for 3 months at a time or do you suggest that I just wait until we know what may be coming up and do them separately if needed?



Thanks for your help.

Kris Dhein



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # P.8

To approve, subject to approval of a security plan by the Green Bay Police Department by April 15, a limited expansion of licensed premises at 431 N Broadway described as "parking lot - back roped off" for Lenny's Tap on the following days: 6/28/2025, 8/3/2025, 8/17/2025.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 4_7 LELP 431 N Broadway

Limited Expansion of License Premise

Licensed Premises Information

Liquor License Applicant*

Lenny's Tap

Business dba Name*

Lenny's Tap

Licensed Address*

431 N. Broadway

City*

Green Bay

State*

WI

Zip Code*

54303

Liquor/Beer Agent Name*

Martin Leonhard

License Type*

- ☐ Class "B" Beer
☒ Class "B" Beer & "Class B" Liquor
☐ "Class C" Wine & Class "B" Beer
☐ "Class B" Liquor (Winery Only)

E-mail*

Lennys tap@gmail.com

Event Information

Date(s) of Events*

6/28/2025, 8/3/2025, 8/17/2025

No more than 3 consecutive days. No more than 90 days in a license year (July 1-June 30).

Please note that during April 1, 2025 to May 1, 2025, Council granted a sunset provision that allows a license holder an event no more than 7 consecutive days.

Is this Event in taking place during a Special Event? *

- ☒ Yes
☐ No
☐ Unsure

Have you had this event in previous years?*

- ☒ Yes
☐ No

Proposed License Premises:*

Expansion is limited to property owned or controlled by the licensee.

Description of the Event:*

50th Anniversary Party 6/28/25
Golf outing 8/3/2025
Corn Roast 8/17/2025

Detailed Map for Event. *

Choose File No...en

Security Plan*

In House Security
Parking lot - Back - roped off

Provide the security plan indicating how the area will be monitored and secured to delineate area boundaries.

Next Steps

The information on this form is true and correct to the best of my knowledge. I understand the temporary expansion of the license premises requires approval from Committee/Council and is subject to complaint.*

☒ Yes

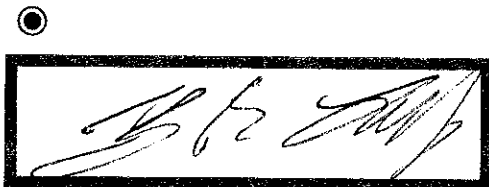
Electronic Signature Agreement*

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature*

First M. Last





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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # P.9

To approve, subject to the approval of a security plan by the Green Bay Police Department by April 15, a limited expansion of licensed premises at 301 S Broadway described as "Old School sidewalk and side of building lot" for Old School on the following days: week of 4/23/2025 - 4/27/2025.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 4_7 LELP 301 S Broadway

Stacy Menke

From: noreply@civicplus.com
Sent: Thursday, April 3, 2025 12:57 PM
To: ClerksFrontDesk
Subject: Online Form Submittal: Limited Expansion of License Premise

Limited Expansion of License Premise

Licensed Premises Information

Liquor License Applicant VINCENTE HERNANDEZ

Business dba Name OLD SCHOOL

Licensed Address 301 S BROADWAY

City GREEN BAY

State WI

Zip Code 54303

Liquor/Beer Agent Name TIM LINDERS SPENCER HAYES TRAVIS DAUL

License Type Class "B" Beer & "Class B" Liquor

E-mail ANDY.CALHOUN73@GMAIL.COM

Event Information

Date(s) of Events 4/23/25 4/24/25 4/26/25 4/27/25

Is this Event in taking place during a Special Event? Yes

Have you had this event in previous years? No

Proposed License Premises: OLD SCHOOL SIDEWALK AND SIDE OF BUILDING LOT

Description of the Event: WILL HAVE OUTDOOR FENCING TO ALLOW PEOPLE TO GO OUTSIDE OF THE ESTABLISHMENT DURING THE NFL DRAFT

Detailed Map for Event. [IMG_5187.jpg](#)

Security Plan BOUNCERS WILL BE IN THE AREA AT ALL TIMES

Next Steps

The information on this form is true and correct to the best of my knowledge. I understand the temporary expansion of the license premises requires approval from Committee/Council and is subject to complaint.

Yes

Electronic Signature Agreement I agree.

Electronic Signature VICENTE HERNANDEZ

Field not completed.

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



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

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # P.10

To approve an extension of the noise ordinance until 11:00 pm for Pearly Gates at 3551 Finger Rd on the following date: July 12, 2025.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 4_7 Noise Ord 3551 Finger



"Sinfully good food and spirits"

March 31,2025

**City of Green Bay Clerks Office
100 North Jefferson Street
Green Bay, WI 54301
Ref: Veterans Fund Raiser**

I am requesting a permit to hold our 20th Annual Outdoor Pearly Gates Veterans Charity Benefit on Saturday, July 12th 2024 at 3551 Finger Road.

We will be serving food and beverages outside in the east parking lot.

Again, this year I would like to request a variance to allow the band to play until 11:00 pm outside. Last year's event exceeded our goal for the Vietnam Veterans of America Green Bay Chapter 224 , Honor and Valor Outdoors and Combat Veterans Motorcycle Assoc. thanks to your allowance of extending hours.

We would like to be permitted to close Finger Road from Erie Road to Grandview Road from 9:00 am to 1:00 pm to thru traffic for safety reasons like the last eleven years due to the high volume of people for the Military Ceremony like we have in the past.

**Doors open at 9:00 am, Military Ceremony from 11:15 am to 12:30 pm,
Entertainment to start at 1:00 pm to 11:00 pm**

**If you have any questions or concerns please contact
Jeff Fonferek at 920-660-6667 or 920-465-4656.**

**Thank You,
Jeff Fonferek
Owner Pearly Gates Bar & Grill
Gates Committee Member**

**3551 Finger Road
Green Bay, WI 54311
Phone # (920) 465-4656 Fax # (920) 465-4663**

**REPORT OF THE POLICE DEPARTMENT
GRANTING OPERATOR LICENSES**

April 15, 2025

The Police Department requests that the following applications for Operator Licenses be granted.

OPERATOR LICENSES

Alvarez, Wendy Mae
Ashley, Pierre A
Borchert, Elizabeth R
Bryda, Jamie L
Byrnes, Nathan D
Carr, Kassandra L
Chandler, Kym L
Coda, Gabrielle A
Cooley, Sonny J
Davis, Ashley A
Dryer, Riley J
Felhofer, Grace M
Flores, Raina R
Fraire, Natalie L
Gleason, Gabrielle C
Hartzheim, Sheri S
Heier, Harley L
Heim, Virginia M
Kabacinski, Kevin D
Kadlec, Samantha
Kent, Lindsey R
Klawiter, Lauren M
Koch, Nicole R
Krings, Jacqueline M
LaRock Hill, Marguerite S
Lenhart, Gregory W
Lucas, Chandre E
Lutz, Samantha C
Marovich, Betty M
Martens, Melissa L
Mendoza Reyes, Flor

Metoxen, Elijah G
Moktan, Bishal
Neeley, Victoriana M
Pacheco, Maria A
Pamperin, Carol L
Reinhold, Joseph B
Reynolds, Alaina M
Robertson, Kaleb M
Semenak, Benjamin M
Shepherd, Cassandra J
Smith, Samantha R
Stone, Shayna E
Thompson, Donald J
True, Jerome E
Tuifua, Mele P
Van Pay, Steve R.
Wheelock, Ava M
Wicke, Jordan P
Zepka, Leonard M



Report to the Green Bay Plan Commission

MEETING DATE

April 15, 2025

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # R.1

To approve the request to declare city-owned properties as surplus located at 0 Mason Way (Parcel 21-1288-2 & Portion of Parcel 21-1281) with conditions. **(SP 25-01 Plan Commission Meeting January 13, 2025).**

BACKGROUND

Primary Address: 0 Mason Way: All of Parcel# 21-1288-2 and portion of Parcel# 21-1281

Aldersperson/District: Ald. Galvin / District 4

Reason for Request: To declare unused City property as surplus property for disposition to the adjoining property owner at 1650 Mason Way for a driveway project.

Surrounding Parcels Zoning and Land Use:

Subject: Low-Density Residential (R1) | Vacant Land

North: Low-Density Residential | Single-Family Homes

South: Right-of-Way | E Mason Street

East: Varied-Density Residential (R3) | Single-Family Home

West: Low-Density Residential (R1) | Vacant Green Space

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends Low-Density Residential uses for this parcel.

Assessor's Valuation: All of parcel 21-1288-2 (2,245 square feet) together with approximately 1,715 square feet from parcel 21-1281 is assessed at \$12,500.

Analysis: The subject parcels are located near the intersection of E Mason Street, Mason Way, and Heyrman Street. There are three (3) City-owned parcels located here. There is a neighborhood association sign located between two (2) of these parcels.

The single-family home located at 1650 Mason Way has an existing garage and driveway which is located partially on their parcel as well as partially on the subject parcels. The owner at 1650 Mason Way would like to do work to their driveway, but it is not permitted due to it crossing property lines and utilizing City-owned property.

The City has no need for the subject parcels. Staff released an agency review memo to other City departments, utility providers, and other interested parties. WPS has facilities over a portion of the subject parcels and is requesting an easement for the existing overhead electric facilities (see attached). CED and DPW note the need for a CSM to combine these parcels; this is a condition of approval. No other comments or objections were received.

Ald. Galvin and adjacent property owners have been notified of this request. As of the drafting of this report, no comments or inquiries have been received.

RECOMMENDATION

Approval of the request, subject to the following conditions:

1. The subject property shall be directed to the property owner of 1650 Mason Way for disposition.
2. An easement is required for the existing overhead WPS facilities at the property owner of 1650 Mason Way's expense.
3. A Certified Survey Map is required to combine the subject parcels and 1650 Mason Way at the property owner of 1650 Mason Way's expense.

FISCAL IMPACT

ATTACHMENTS

1. SP 25-01 Map and Legal
2. SP 25-01 WPS Facility, Easement Needed

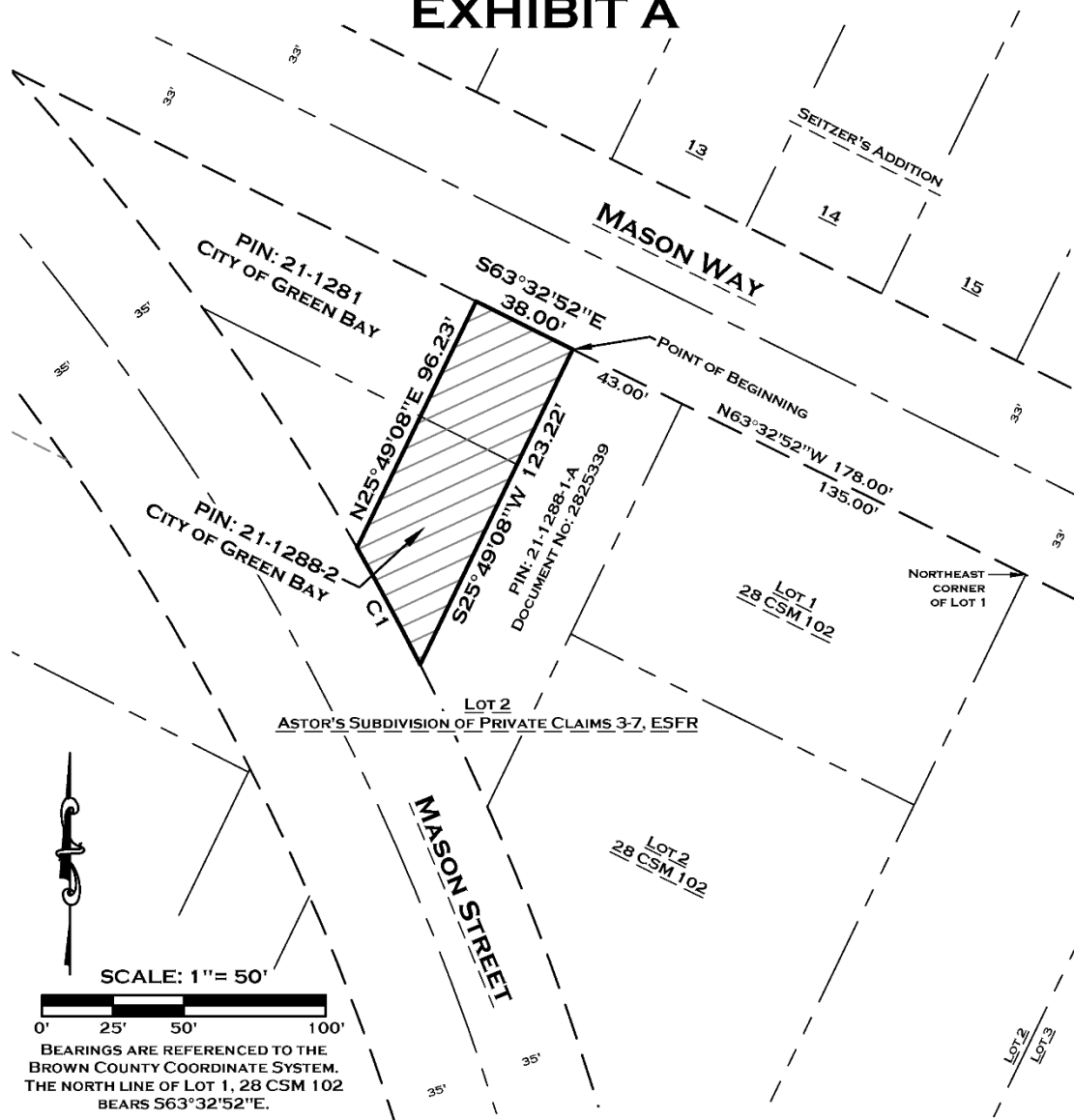


This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 19 Dec 2024 X:\Planning\Boscomaps\template_8.5x11.mxd



Surplus Area

EXHIBIT A



SCALE: 1" = 50'

0' 25' 50' 100'

BEARINGS ARE REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM. THE NORTH LINE OF LOT 1, 28 CSM 102 BEARS S63°32'52"E.

CURVE TABLE							
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH	TANGENT BEARING	SECOND TANGENT BEARING
C1	2°47'52"	959.55'	46.86'	N28°22'37"W	46.85'	N26°58'41"W	N29°46'33"W

LEGEND

PIN

PARCEL IDENTIFICATION #

LANDS TO BE ATTACHED TO PIN: 21-1288-1-A CONTAINING 4,160 SQ. FT. OR 0.096 ACRES

REL Robert E. Lee & Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releecinc.com

R:\0500\0575\0575107\DWG\LAND TRANSFER.DWG

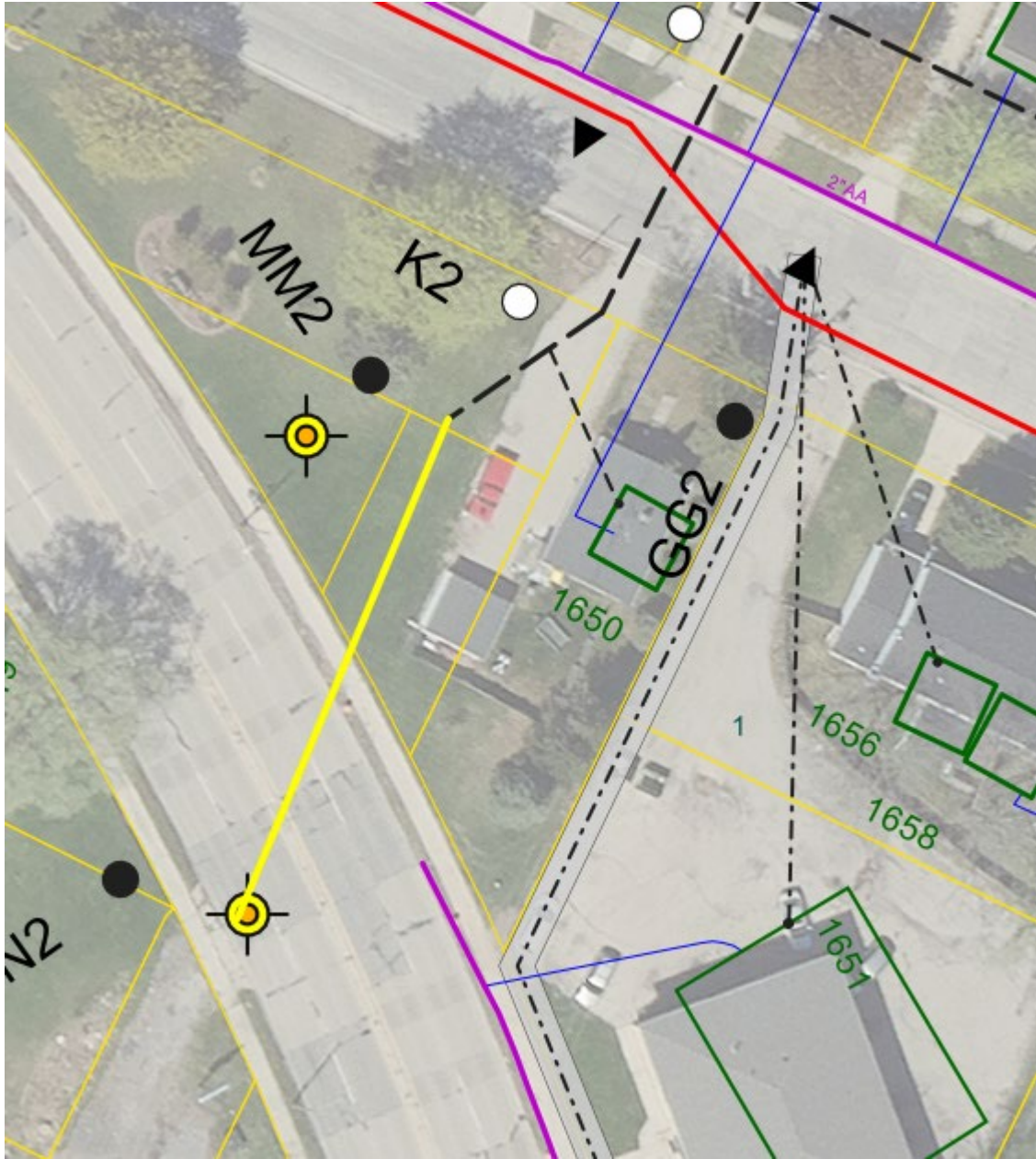
Part of the Grantor's property being part of Lot 2 of Astor's Subdivision of Private Claims 3-7, East side of Fox River, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the northeast corner of Lot 1 of Volume 28, Certified Survey Maps, Page 102, Map Number 4402, Document Number 1316039; thence N63°32'52"W, 135.00 feet on the south right of way of Mason Way to the northwest corner of said Lot 1; thence continuing N63°32'52"W, 43.00 feet to the northwest corner of lands described in Document Number 2825339, Brown County Records, the POINT OF BEGINNING; thence S25°49'08"W, 123.22 feet on the west line of said lands to the north right of way of Mason Street; thence on said north right of way a distance of 46.86 feet on the arc of a 959.55 foot radius curve to the left, having a long chord which bears N28°22'37"W, 46.85 feet; thence N25°49'08"E, 96.23 feet to the south right of way of Mason Way; thence S63°32'52"E, 38.00 feet on said south right of way to the Point of Beginning.

As shown and dimensioned on the attached Exhibit A.

Said described land (permanent easement) contains 4,160 sq. ft. or 0.096 acres more or less.

The purpose of this transaction is to attach the above described lands to tax parcel 21-1288-1-A



WPS Facilities Map; Easement Needed



Report to the Green Bay Plan Commission

MEETING DATE

April 15, 2025

PREPARED BY

David Buck, Staff

AGENDA ITEM # R.2

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; Held at Council Meeting March 18, 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.

Alderperson 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 details 8x11
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.

- Planned Unit Development -

City of Green Bay, Brown County, Wisconsin.



Graphic Scale: 1" = 200'

0 200 400 600 800 1000

Single family
143.47 ac.

Multi-family #1
14.03 ac.

Commercial
5.86 ac.

Multi-family #2
3.78 ac.

Legend

- Single Family
- Multi Family
- Commercial
- Open Space

PROJECT NO.
SHEET NO.
1 OF 4
DRAWING NO.
S-3392

MOSKI Corp.

vierbicher
planners | engineers | advisors



Planned Unit Development
Church Road, Sussex Road, Algoma Road

SCALE
1" = 200'
DRAWN BY
DATE

File: T-0816/Layout 02/12/23.dwg

400 Security Blvd Ste 1, Green Bay, WI, (920) 434-1970

Drawn By:

Reviewed By:

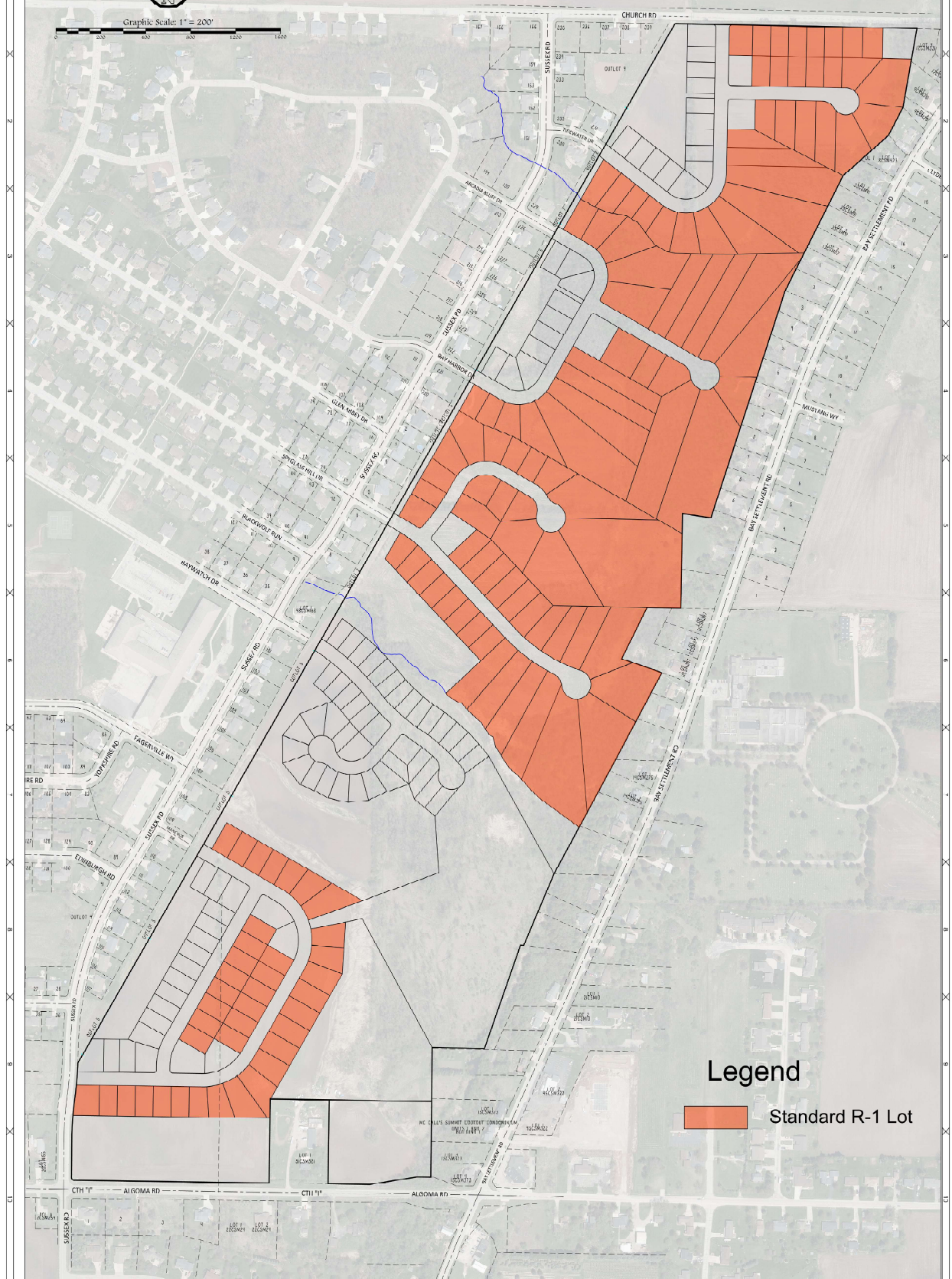


- Planned Unit Development -

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 021123.dwg

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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, Algonia Road

Drawn By:

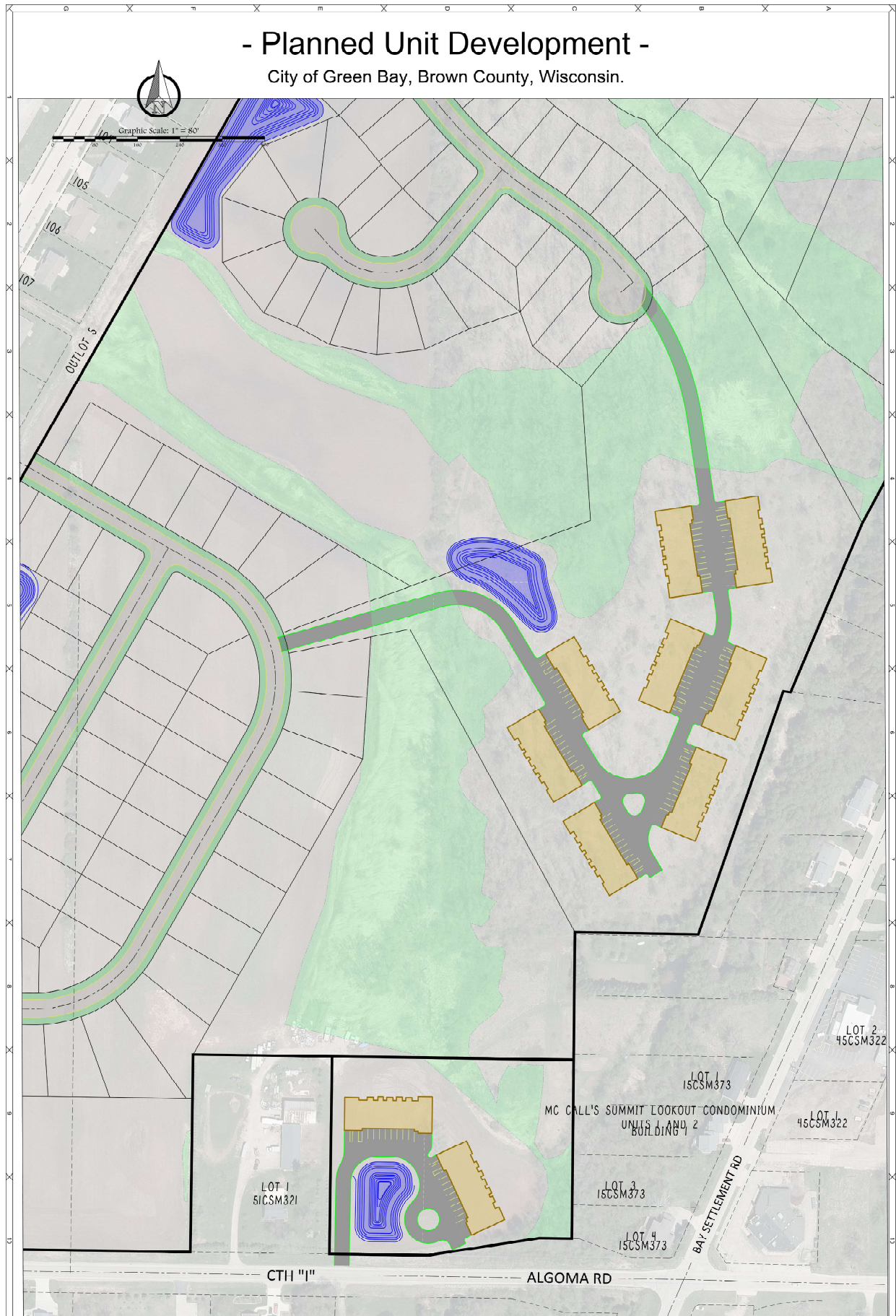
Reviewed By:

SCALE
1" = 200'
DRAWN BY
DATE

SCALE
1"=200'
DRAWN BY
BAR

- Planned Unit Development -

City of Green Bay, Brown County, Wisconsin.

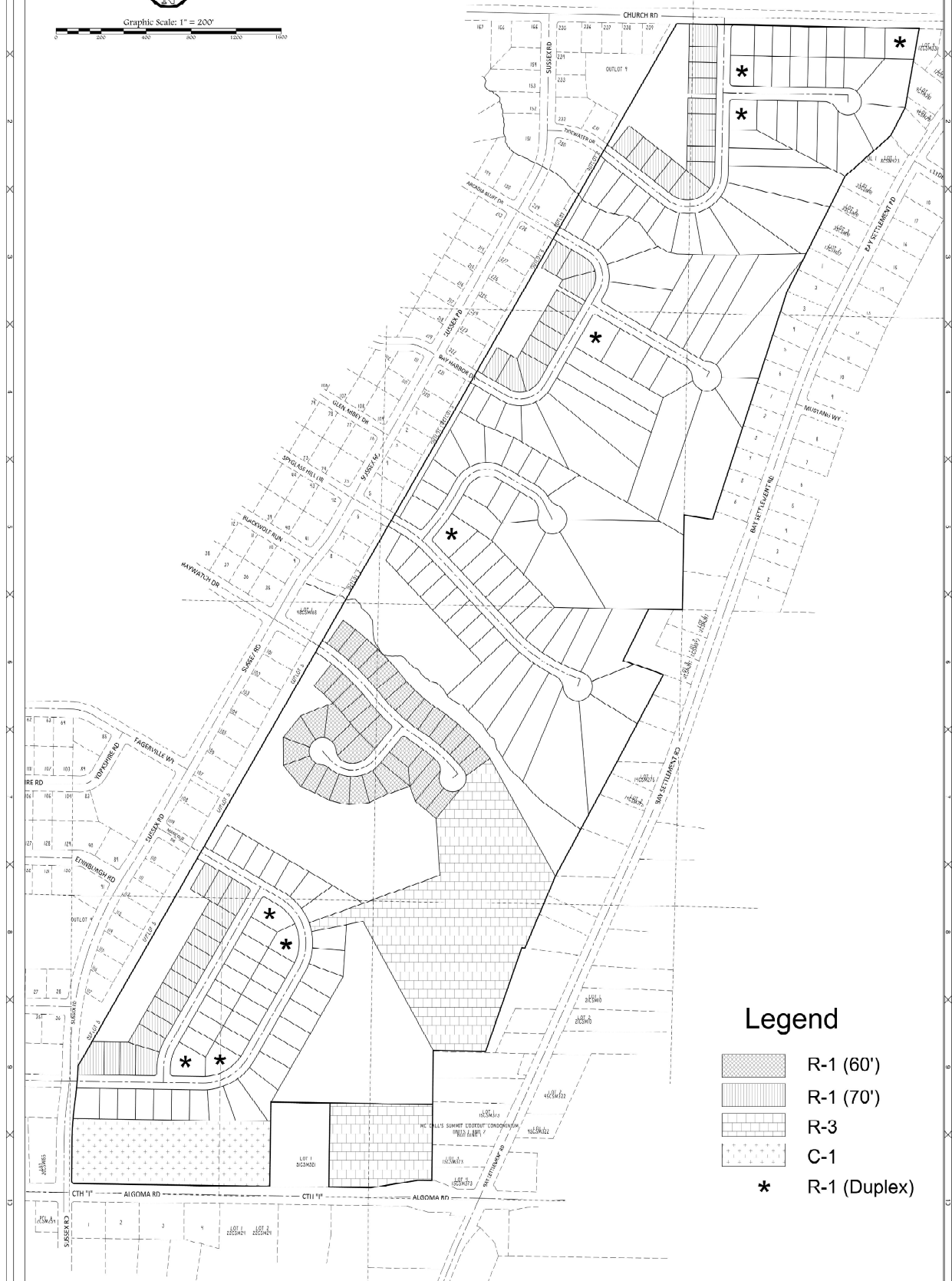


- Planned Unit Development -

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

vierbicher
planners engineers advisors



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: [Signature]

SCALE
1" = 200'
DRAWN BY
BAM



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

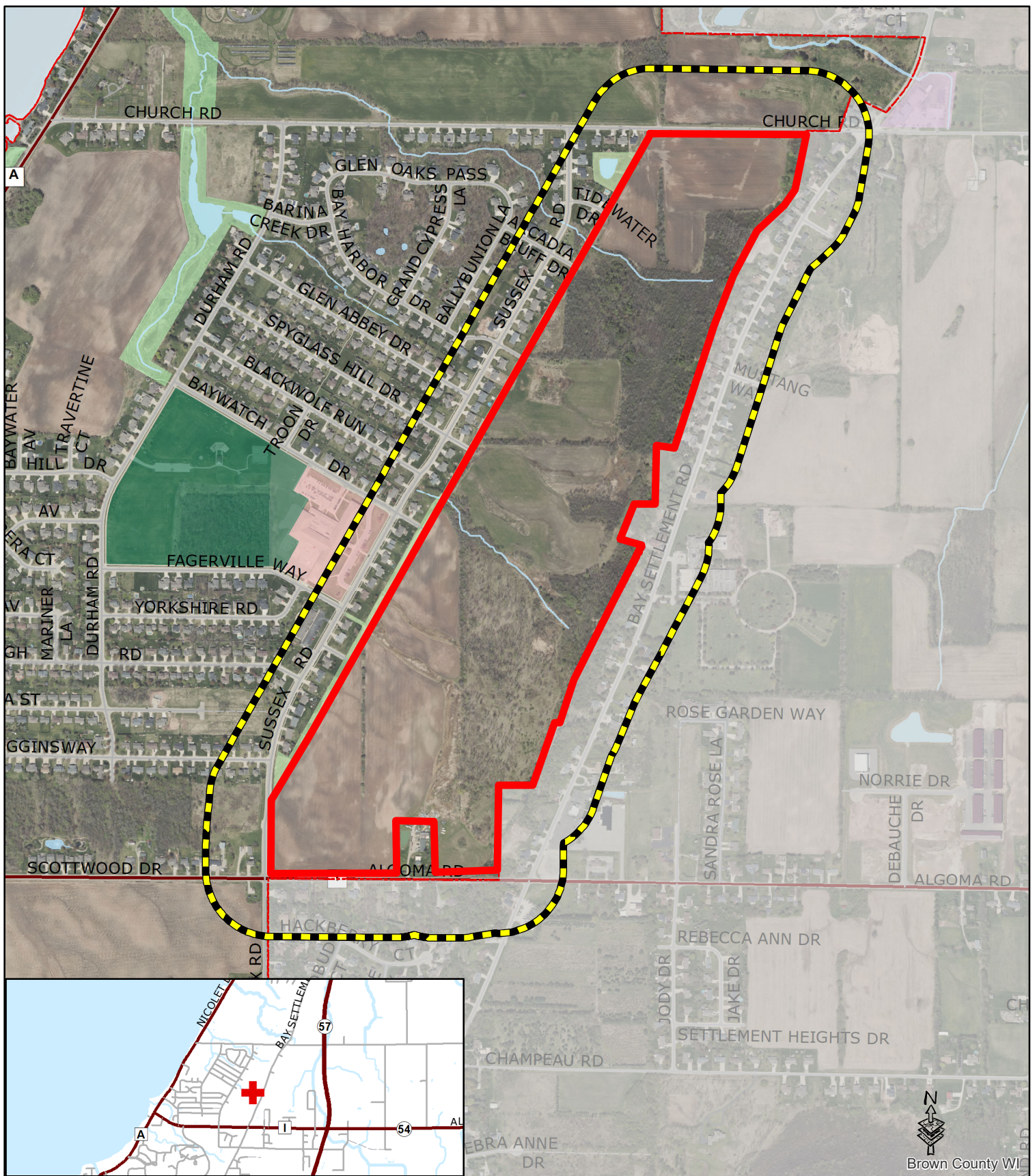
db:

Attachments:

Exhibit A - Location Map

Exhibit B – Use Map

Exhibit C – Zoning Map



- Proposed PUD
- 400' + Property Owner Notice
- Town of WScott

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.

EXHIBIT A - LOCATION MAP

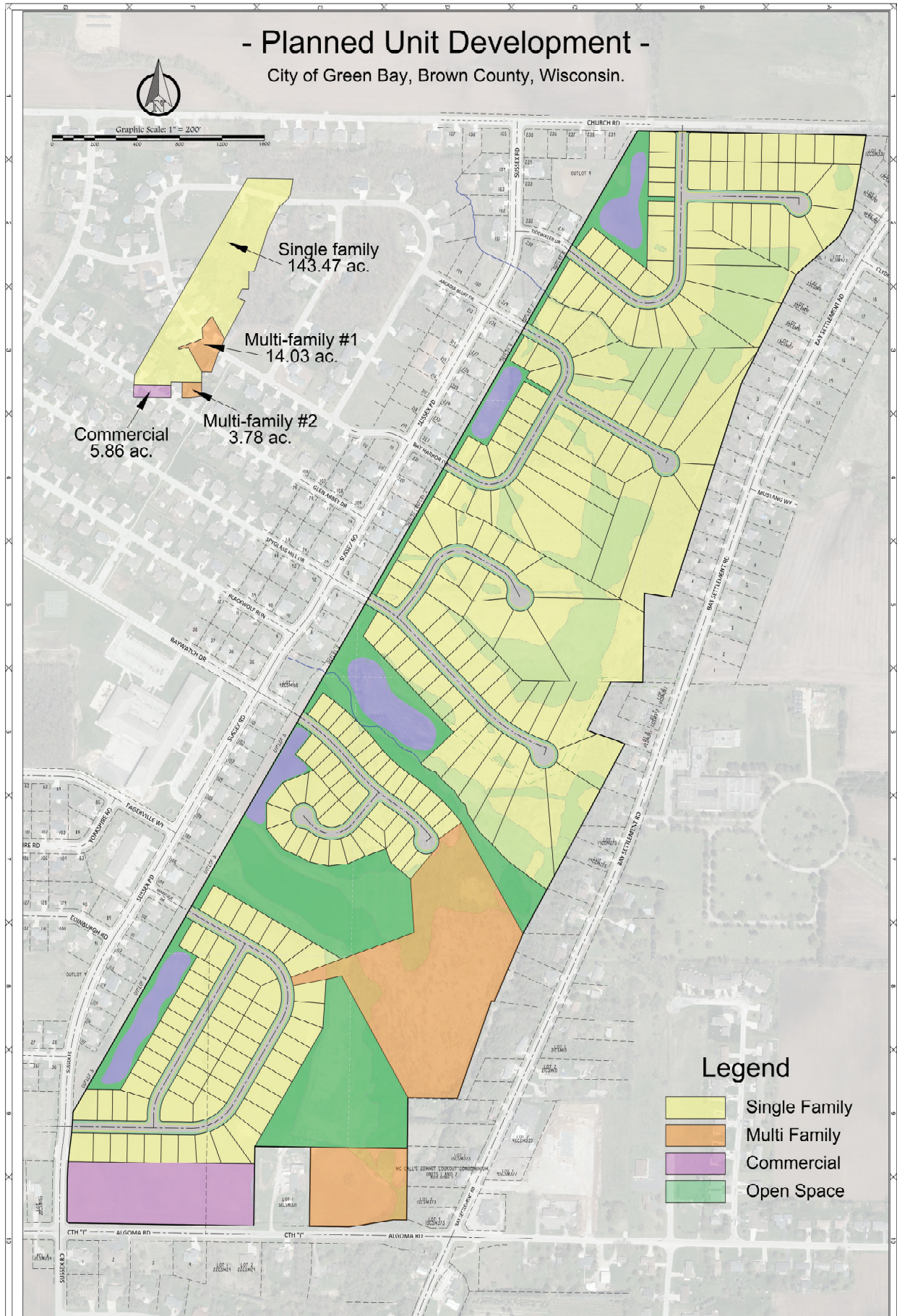
Zoning Petition (ZP 25-03) Proposed Planned Unit Development (PUD)



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 05/02/23.dwg

400 Security Blvd Ste 1, Green Bay, WI, (920) 434-0670

Date Plotted:

Project: Moski Corp.

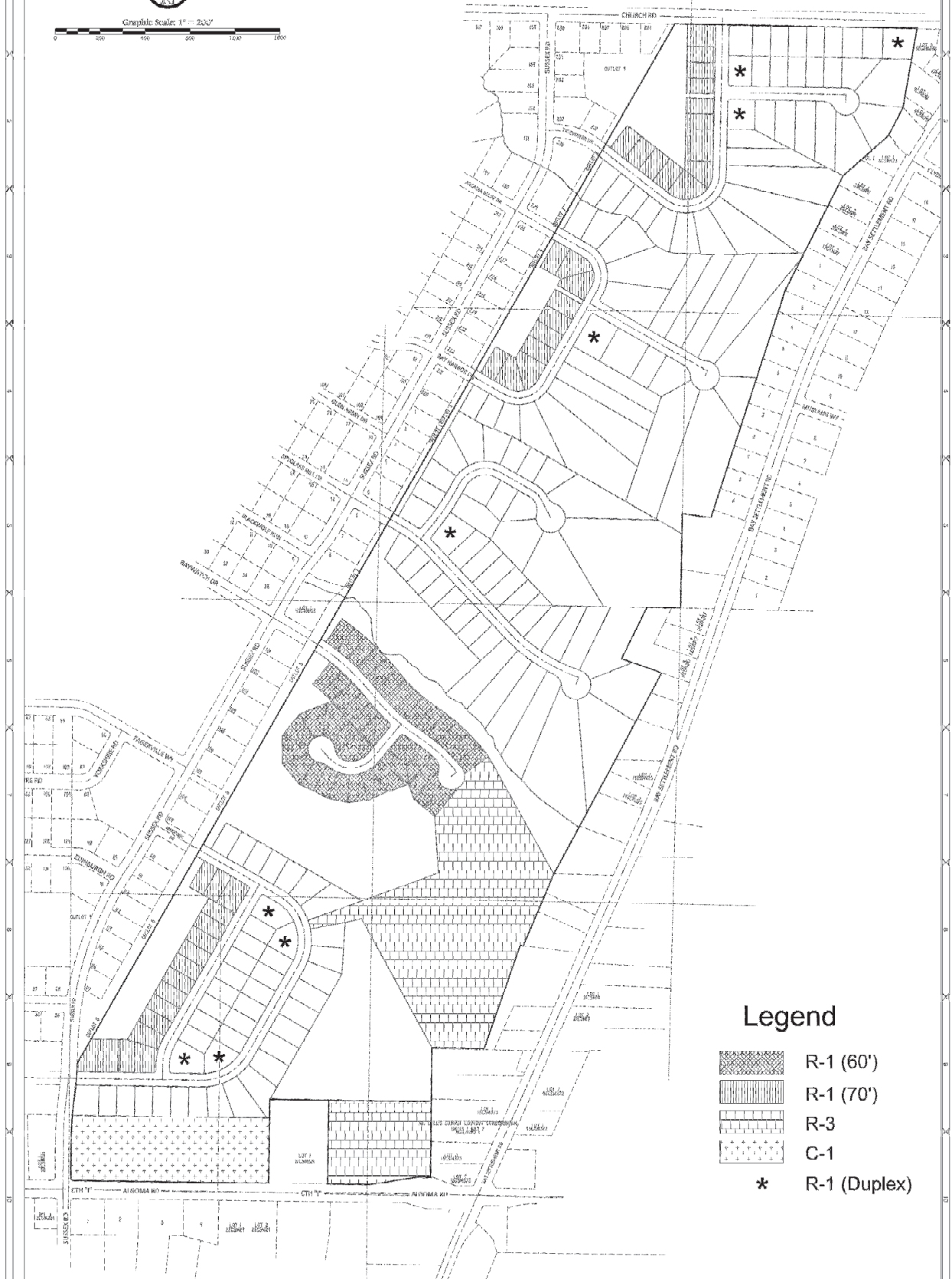
EXHIBIT C - ZONING MAP

- 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
22-00189-1, 22-00200, 22-00204, 22-00185 & 22-00195-2
Planned Unit Development
Church Road, Sussex Road, Algoma Road

SCALE
1" = 200'
DRAWN BY
BAM

File: T-0819.dwg 02/02/2015

400 Security Blvd Ste 1, Green Bay, WI, (920) 434-0670

Data File:

Projectwork: Crossroads





Report to the Green Bay Plan Commission

MEETING DATE

April 15, 2025

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # R.3

To approve the request for a Planned Unit Development to create a multi-family residential use located at 306 and 308 Mather Street, 709 Alma Street, 301 James Street, 305 James Street, 307 James Street, and 309 James Street with conditions. (ZP 25-06 Public Hearing held April 7, 2025).

BACKGROUND

Reason for Request: To allow the construction of a 41-unit multiple-family development project.

Subject Parcel Zoning and Land Use: Subject land area is zoned Varied-Density Residential (R3) and is currently made up of 7 individual single-family residential parcels, slated for demolition or possible relocation in spring 2025 as part of the project plan.

Surrounding Zoning and Land Uses:

North: Varied-Density Residential (R3) & Light Industrial (LI) | Single-family, two-family and warehousing uses

South: Planned Unit Development (PUD) | NEW Community Shelter

East: Light Industrial (LI) | Substation, Single and two-family

West: Varied Density Residential (R3) | Single and two-family

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for industrial uses, adjacent to high-intensity retail, office, housing to the west. The proposed use is part of a PUD overlay. The overlay uses R3 as the base zoning standard. Multi-family residential is a permitted use in R3 zoning.

Analysis:

This request is for a proposed development of an apartment building with 41 living units on 0.99 acres of land bound by a mixture of industrial, residential, and shelter uses on surrounding parcels. The area is currently occupied by seven (7) individual parcels, all owned by NEW Community Shelter, Inc. These lots must be consolidated as part of this project. Additionally, an east-west alley runs through the property. The alley limits full consolidation of lots as individual parcels cannot cross public right-of-ways. Two parcels can be created, each having its own bulk requirement, setback, and use restrictions in a typical zoning fashion. A PUD has been requested to view both sides of the alley as a singular development site though it is bisected. The proposal seeks to use the south side (Development Area A) as the primary building site containing the apartment building and the north side (Development Area B) as the accessory surface parking lot and refuse enclosure area for the purpose of serving the overall development site.

The proposal has been submitted by NEW Community Shelter to create a four-story 41-unit multi-family apartment building and associated parking. Residents of the apartments will be screened by NEW Community Shelter staff, but the use of the building functions as a typical multi-family residential building, not a group home or shelter. If NEW Community Shelter were to sell the site in the future, the operations and use would be of a typical multi-family use. The site is zoned R3 Varied Density Residential District. A PUD is proposed as the site has limitations on the creation of one individual parcel and the applicant has requested

dimensional and bulk code requirement exceptions.

The building is placed in a manner so that it fronts Mather and Alma Streets while having surface parking in the rear of the predominant street, closer to light industrial uses. The project seeks to be as close as 22.5 feet to neighboring parcels to the west. The 41-unit residential component will include all one-bedroom units, a fitness area, lounge/community room area, and manager's office.

Other accessory uses within the building customarily associated with multiple family dwellings and office space include a lobby, mail room, janitorial services, resident storage areas, office space associated with residential uses, home occupations, childcare for residents, and other uses deemed appropriate by the Zoning Administrator. Staff has included a conceptual site plan and building elevations for the project within the draft PUD ordinance and development will need to be in general conformity with it.

The site is proposed to have 37 parking stalls. Typically, zoning would require 51 stalls for the proposed use (1.25 per unit). The applicant seeks to use a combination of shared parking with NEW Shelter across Mather Street and utilize offset measures of bicycle parking in the off-street parking code to meet typical off-street parking minimum requirements.

The PUD designation rather than a straight development within the R3 is necessary because exceptions to zoning regulations associated with the R-3 zoning district will be needed, as follows:

1. Density increases from the required 1,500 sq ft of lot area per unit. Petitioner seeks 400 sq ft of lot area per unit.
2. Maximum height increase from 45 ft to 52 ft.
3. Setback on west property line reduced from 25 feet to 22.5 feet. Staff requires opaque levels to rise from 90 percent to 100 percent opaque.
4. Distance of parking lot throat length off the driveway to be reduced from required 18 feet to 5 feet.
5. Front yard setback along the north plane of Mather Street reduced to 9.3 feet and front yard setback along the west plane of Alma Street reduced to 6 feet.

Staff believes the variations from typical requirements are appropriate at this location due to its proximity near downtown and that the base zoning for the site is R3 Varied Residential. An increase in the height is appropriate to compliment roof lines to the south and industrial structures to the east. Housing units, especially affordable, have been identified in our housing market study as a land-use the greater Green Bay area is specifically lacking. Staff supports the reduced setbacks as the general area is urban in nature with buildings and improvements generally closer to each other than the typical suburban situation.

If the draft PUD is approved with conditions, the final steps for the development of the proposed apartment will be lot consolidation and site/building permits.

The applicants met and shared their concept plans at a neighborhood meeting held on March 24th. Fort Howard Neighborhood Association, neighborhood/surrounding property owners, and Alders Proffitt and Johnson attended with a group of about 16 people. Feedback was received from neighbors with most vocal opposition to the active usage of the public alley from Broadway to Alma. Two adjacent property owners west of the proposed development have come forth with a separate request for city action to vacate the entirety of the alley. At this time, Planning staff is neutral on the alley vacation matter. However, if the alley were to be vacated, a new site plan would be required to show the buffer yard expanding through the vacated alley. Staff would also require consolidation of all lots into one contiguous parcel. The same exceptions to R3 zoning applied in the PUD would be applicable with alley vacation.

RECOMMENDATION

Staff is recommending approval of the request, subject to the following conditions:

1. Adoption of the draft PUD.
2. Consolidation of individual lots.

FISCAL IMPACT

ATTACHMENTS

1. ZP 25-06 Application
2. ZP 25-06 PUD Draft
3. 25-06 PROJECT NARRATIVE
4. ZP 25-06 Property Map



REQUEST FOR CITY ACTION PLAN COMMISSION

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

Location of Property: 306 Mather St Green Bay, WI 54303

Parcel Number(s): 5-68, 5-66, 5-65, 5-79, 5-87, 5-75, 5-76

Petitioner(s): Collin Arndt

Date: 3/13/25

Email: carndt@somervilleinc.com

Phone Number: (920) 593-3861

Address: 2100 Riverside Drive

City: Green Bay

State: WI

Zip: 54301

Property Owner: NEW Community Sales Inc.

Phone Number: (920) 437-3766

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, Collin Arndt, respectfully request that the City of Green Bay take the following action:

- ☐ Rezone Property (\$375.00 Review Fee)
- ☐ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$375.00 Review Fee)
- ☒ PUD and PUD Amendments (\$425.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 + \$35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary Condominium Plat (\$250.00 + \$35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map (\$250.00 Review Fee)
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- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)
- ☐ Development District Map Amendment (\$200.00 Administration Fee)
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- ☐ 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: 3/13/25

Petitioner Signature(s): _____

Checklist of required attachments:

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

For office use only:

Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____

ZONING ORDINANCE NO. xx-25

**AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD)
OVERLAY DISTRICT FOR PROPERTIES LOCATED AT
300 BLOCK OF MATHER STREET
(ZP 25-06)**

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 creating a Planned Unit Development Overlay District on the following described property located at 306 Mather Street, 308 Mather Street, 709 Alma Street, 301 James Street, 305 James Street, 307 James Street and 309 James Street, as also depicted on Exhibit A - Location Map

Legal descriptions:

Parcel 5-65

Lots One (1) and Two, excepting therefrom those parts described in Jacket 5162 Records, Image 5, and in Jacket 10894 Records, Image 36, Brown County Records, all in block Eleven (11), according to the record Plat of A. E. Elmore's Park Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Parcel 5-66

Lot Two (2), Block Eleven, except the East 6.00 feet of the North 21.30 feet of the South 105.60 feet, according to the recorded Plat of A.E. Elmore's Park Addition of the City of Fort Howard, now the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Parcel 5-68

Lot Three (3), Block Eleven, according to the recorded Plat of A.E. Elmore's Park Addition in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Parcel 5-79

Lot Ten (10), Block Eleven, according to the recorded Plat of A.E. Elmore's Park Addition in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Parcel 5-78

Lot Nine (9), Block Eleven, according to the recorded Plat of A.E. Elmore's Park Addition in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Parcel 5-76

The Easterly 9 feet and the Southerly 42 feet of Lot Eight (8), Block Eleven, according to the recorded Plat of A.E. Elmore's Park Addition in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Parcel 5-77

The Westerly 45 feet of the Northerly 90 feet of Block Eleven, according to the recorded Plat of A.E. Elmore's Park Addition in the City of Green Bay, West side of Fox River, Brown County, Wisconsin

Tax Parcels: 5-65, 5-66, 5-68, 5-76, 5-77, 5-78, 5-79

Land Area: Comprises approximately 0.99 acres/42,943 square feet more or less.

Parcels located in Development Area A shall be combined into a single parcel. Parcels located in Development Area B shall be combined into a single parcel.

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

- A. Purpose and Intent. The purpose and intent of the amended Planned Unit Development (PUD) is to permit a 4 story, 52 feet multi family building located on the eastern portion of the block bounded by Mather Street, Alma Street, James Street, and Broadway.
- B. Development Site. The area included within this PUD consists of all land included at the addresses of 306 and 308 Mather Street, 709 Alma Street, 301 James Street, 305 James Street, 307 James Street, and 309 James Street. The area is generally bound by the eastern 162.6 feet of the block defined by Mather Street (South), Alma Street (East), James Street (North), and Broadway (West). A 14 foot wide public alley runs east-west through the block

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

Development Area A:

South side. Parcels 5-65, 5-66, 5-68

Development Area B:North side. Parcels 5-76, 5-77, 5-78, 5-79

- C. Land Use Regulations. The principal and accessory land uses which may be established are as follows:
 - 1. Development Area A:
 - a. All uses defined by (R3) Varied Density Residential district
 - 2. Development Area B:
 - a. All uses defined by (R3) Varied Density Residential district and the

following primary uses:

1. Surface parking as an accessory use to development within Development Area A.
2. Refuse area as an accessory use to development within Development Area A.

D. Prohibited Uses. Land uses not listed in Section C shall be considered prohibited uses within this PUD. A PUD amendment is required for any additional uses which exceed primary or accessory uses defined by (R3) Varied Density Residential.

E. Dimensional and Area Requirements. Dimensional and area requirements for principal structures on the subject property shall generally comply with bulk requirements of the (R3) Varied Density Residential district and with Exhibit A with the following exceptions:

1. Development Area A

Building Front Yard Setback (Mather Street): 9.4 foot setback off the east-west plane of off the northern right of way.

Building Front Yard Setback (Alma Street) 6.0 foot setback off the north-south plane of the western right of way

Building Maximum Stories: 4:

Building Maximum Height: 52 feet

Building Side Yard Setback:(Western Property Line) 22.5 feet

Building Rear Yard Setback:(Southern right of way of east-west alley) 7.3 feet

Units Per Square Foot: 1 per 400 square feet of lot area

2. Development Area B

Refuse Setback from Northern Right of Way of Alley: 7 feet

F. Architectural Design. A four story, 52 foot multi-family building is permitted in Development Area A. Building elevations shall substantially meet the design represented by elevations in Exhibit B. If a building is proposed via a site plan or renovation which does not meet the qualities represented in Exhibit B, differences must comply with the following requirements:

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

building or buildings shall be constructed of comparable materials and designed in a manner consistent with the original design, unless the entire building is being renovated.

3. All rooftop and ground level mechanical equipment shall be screened from public view using architectural treatments consistent with the overall design of the structure.
4. Any building must have a front entrance way which faces Mather Street.

G. Lighting. Lighting shall be regulated by Chapter 44, Article V, Division 8, Green Bay Municipal Code.

H. Signage. All signs on the subject property shall conform to the standards as set forth within Chapter 30 of the Green Bay Municipal Code for the Varied Density Residential District (R3)

I. Access, Circulation, and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44 Article XVIII. Driveway entrance accessing the east-west alleyway separating Development Area A and B may have a throat entrance reduced to a minimum of 5 feet from the northern edge of pavement for said alley driveway.

J. Refuse and Mechanical Equipment. All refuse areas are to be enclosed and impervious to sight.

Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX.

K. Landscaping and Transitional Yards. Landscaping within the PUD area shall generally meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX with the following additional standards:

Development Area A; The minimum buffer yard setback along the western project shall be reduced to 22.5 feet. Buffer design shall maintain an opaque level not less than 100 percent on a year round basis.

Development Area B. The minimum size of the buffer area shall be 15 feet from the western property line.

L. Compliance with all the regulations of the Green Bay Municipal Code not covered under the PUD. If not covered as part of this PUD, the base zoning for the parcel shall be considered R-3.

M. Prior to the issuance of any building permits, stormwater management plans, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City.

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

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

jl:

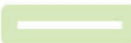
Attachments:

Exhibit A – Location Map

Exhibit B – Development Area Map

Exhibit C – Building Elevations



-  Proposed PUD
-  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 25-06)
Planned Unit Development Request (PUD)
Multi-Family Residential Proposal
306 and 308 Mather Street, 709 Alma Street,
301 James Street, 305 James Street,
307 James Street, and 309 James Street



SECOND AND THIRD FLOOR PLANS 11,350 SF



NORTH ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"

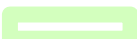




PROJECT NARRATIVE

The NEW Community Shelter is proposing to build a 46,000 square foot four-story apartment building that will be constructed on the corner of Mather and Alma Street beginning the summer of 2025. The new apartment building will consist of (41) 1-bedroom apartments, lounge spaces, fitness room, building manager's office, mail room, and a full basement for storage. The building structure will be wood frame construction. The exterior materials will be durable split-face block and brick on the lower half, with fiber cement siding above. There will be a sloped asphalt shingle roof. The elevation is detailed in a way to fit into its residential surroundings.

The site will feature a landscaped plaza tucked behind the building. This plaza will have a natural fence of arborvitae and smaller trees providing visual separation from the parking lot across the alley. The parking lot will have (37) parking stalls accessed from the existing alley and has dumpster enclosure readily accessible from the apartment building. The parking lot will be surrounded with smaller trees and a landscaped buffer. The intent is to provide a sidewalk around the entire property for site access and circulation.



Proposed PUD



200' Property Owner Notice

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Zoning Petition (ZP 25-06)
Planned Unit Development Request (PUD)
Multi-Family Residential Proposal
306 and 308 Mather Street, 709 Alma Street,
301 James Street, 305 James Street,
307 James Street, and 309 James Street



Report to the Green Bay Plan Commission

MEETING DATE

April 15, 2025

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # R.4

To hold the request to rezone 1135 Guns Road, 1141 Guns Road, and the 1100 Block of Guns Road (Parcel 21-463-4) from General Commercial (C1) to Light Industrial (LI) and Varied Density Residential (R3) for staff exploration on a possible text amendment to allow for distribution uses in the C1 zoning district. (ZP 25-08 Public Hearing held April 7, 2025).

BACKGROUND

Reason for Request: The proposed comprehensive plan amendment would allow for a rezoning action for multi-family residential development along Guns Road and industrial land-uses (in this case an industrial distribution center) along Main Street, with access to Guns Road.

Surrounding Zoning and Land Uses:

Subject: General Commercial (C1) | Single-Family Homes and Vacant Green Space

North: General Commercial (C1) | Tavern

South: Village of Bellevue | Big-Box Commercial

East: General (C1) & Highway (C2) Commercial | Gas Station and Storage

West: Business Park (BP) | GBAPS Food Services Building

Report: The subject three parcels are a total of 4.859 acres located between Main Street and Guns Road. 1135 and 1141 Guns Road currently have single-family homes located on them. The 1100 Block of Guns Road is a vacant, undeveloped lot. All of these parcels are currently zoned General Commercial (C1).

The applicant is interested in developing two separate parcels with a land division. One parcel (Lot A) is requested to be zoned Varied-Density Residential (R3) and the other (Lot B) zoned Light Industrial (LI). The associated rezoning request is next on the agenda (ZP 25-08).

The future land use of the subject parcels is low-density residential within the current Comprehensive Plan. All three parcels were one parcel until a CSM was completed in 2020, creating the existing lot configuration. We do not generally do Comprehensive Plan Amendments following a land division unless there is a development proposal. Since there wasn't one at the time of the CSM, the area was left with the low-density residential designation, even though the zoning has been General Commercial (C1) for at least 23 years.

While staff is supportive of the Medium/High Density Residential Future Land-Use Designation (multi-family component of this proposal), we are opposed to future industrial uses along Main Street, which has approximately 600 feet of frontage. Main Street is one of the city's primary commercial corridors. This is shown with the dominant zoning along Main Street being one of our three commercial districts. Additionally, the City is working on an update to our Comprehensive Plan (anticipated to be finalized Summer of 2025). This parcel is part of the "Commercial Core" district and has an individual recommendation for commercial to be maintained along Main Street. We believe the zoning should remain C1 for this portion of the subject area and therefore the land use recommendation should not be amended to Light Industrial for this portion

of the subject area.

Ald. Morgan and neighbors within 200 feet have been notified of the meeting based on Plan Commission policy. No comments have been made as of the drafting of this report.

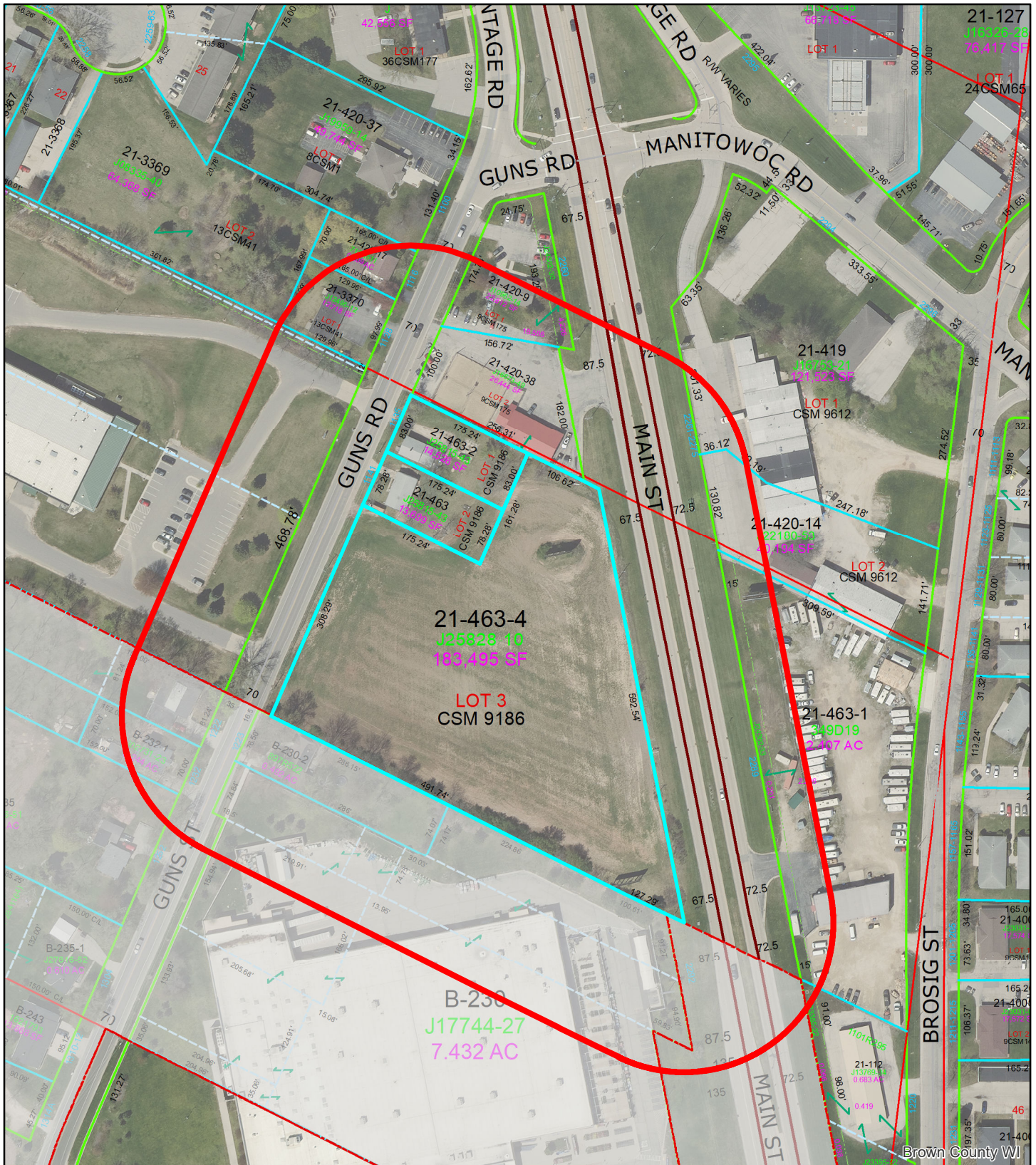
RECOMMENDATION

Approval of the request for the Medium/High Density Residential land use amendment request and denial of the Light Industrial land use amendment request.

FISCAL IMPACT

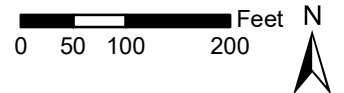
ATTACHMENTS

1. ZP 25-08 CPA 25-01 Map
2. ZP 25-08 Applicant Narrative and Site Plan
3. ZP 25-08 CPA 25-01 Land Division Exhibit
4. ZP 25-08 Application



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 19 Mar 2025 X:\Planning\Basemaps\template_8.5x11.mxd

(ZP 25-08 & CPA 25-01) Rezone and Comprehensive Plan Amendment at Guns Road and Main Street



- 1135 & 1141 Guns and 1100 Block Guns
- 200' Notification Area

Date: 3/4/2025
To: City of Green Bay
Petitioners: TMD Properties LLC
Property Owners: Twelve LLC, Nelson Yair Melgar, and Keith Schneider
Subject: Main Street and Guns Road Redevelopment (Parcel #s 21-463-3, 21-463-2, and 21-463-4)

TMD Properties LLC is asking for the subject property to be zoned for two different zoning classifications. Currently, the 5.6-acre property is zoned Commercial 1. The site has approximately 392 feet of frontage along Main Street with restricted access allowing only for a right-in/right-out turn. The site consists of three tax parcels:

21-463-4: Vacant land
21-463: Single family home
21-1234: Single family home

This commercial site has been actively for sale at below market price for over 30 years with no interest from the user and development market. This is due to the sites' access, zoning, and configuration. An alternative use and subdivision of the site should be considered if this property is going to be developed and on the City of Green Bay's tax rolls.

TMD Properties LLC is proposing the redevelopment of this site which will require a comprehensive land use change and split rezoning:

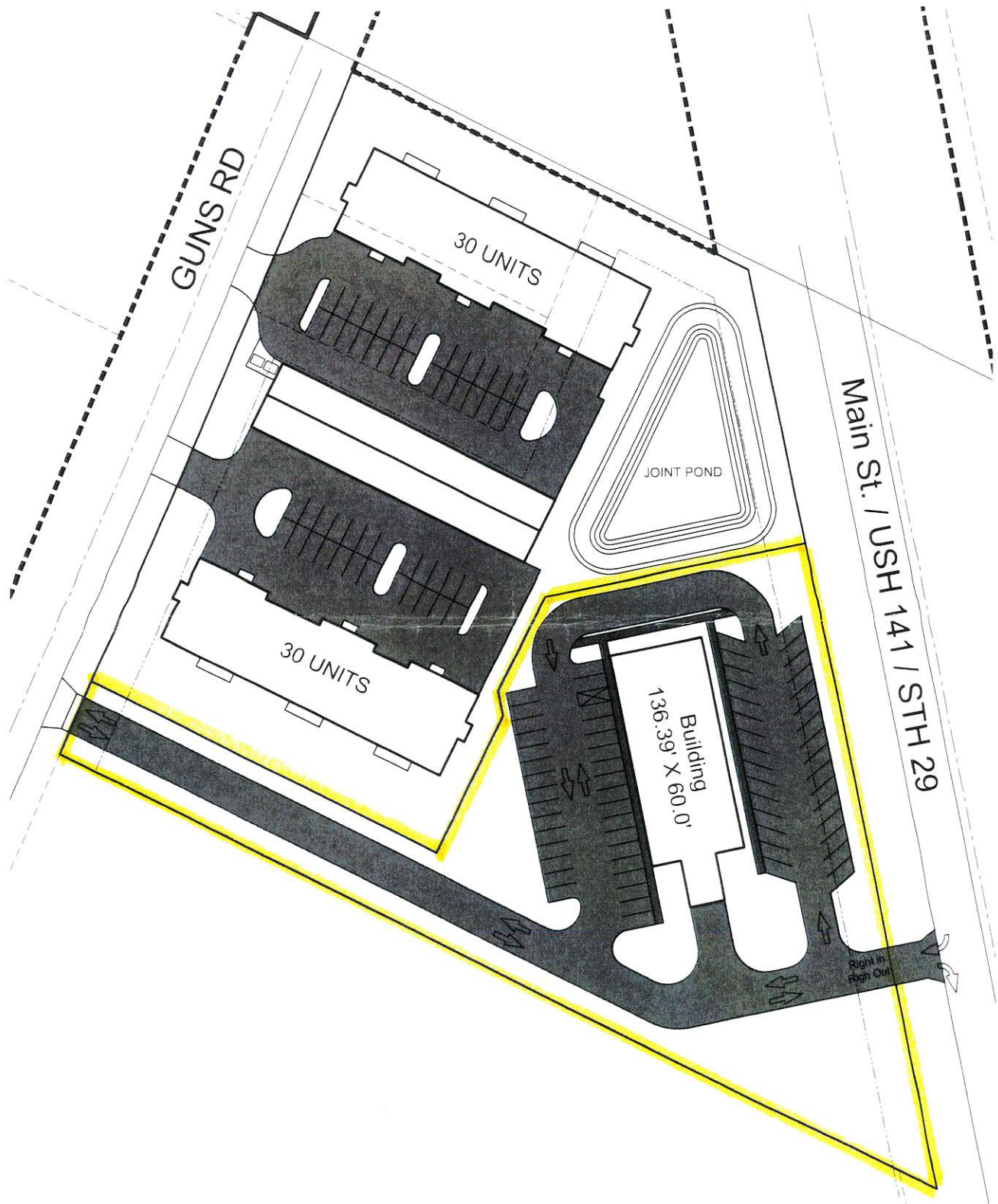
Guns Road Site (Parcel #'s 21-462, 21-463-2 and part of 21-463-4) to be developed with two 30-unit apartment buildings with garages.

- a) Requesting a rezoning from Commercial 1 to Residential 3
- b) Comprehensive land use change from low density residential to medium/high density residential
- c) Estimated cost of development to be \$9,000,000
- d) Estimated annual real estate taxes to be \$100,000

Main Street Site (Part of parcel #21-463-4) to be developed with an 8,592 square foot US Postal Service Annex, which will be a facility for the mail carriers to pick up and deliver mail to local neighboring residential areas.

- a) Requesting a rezoning from Commercial 1 to Industrial
- b) Comprehensive land use change from low density residential to light industrial
- c) Estimated cost of redevelopment to be \$2,500,000
- d) Estimated annual real estate taxes to be \$20,000

Strategically, this site is ideally located for the USPS due to its ease of access to the neighborhoods, and other mailing zip code areas. Even though the USPS's use may not fit into the current commercial zoning classification along Main Street, it fits with the neighboring properties, and the proposed buildings' aesthetics fit in with any new commercial project and commercial zoning district within the Green Bay area. The multi-family also fits in this area as well as with Green Bay's long-range comprehensive plan calling for residential in this area.



GUNS RD

30 UNITS

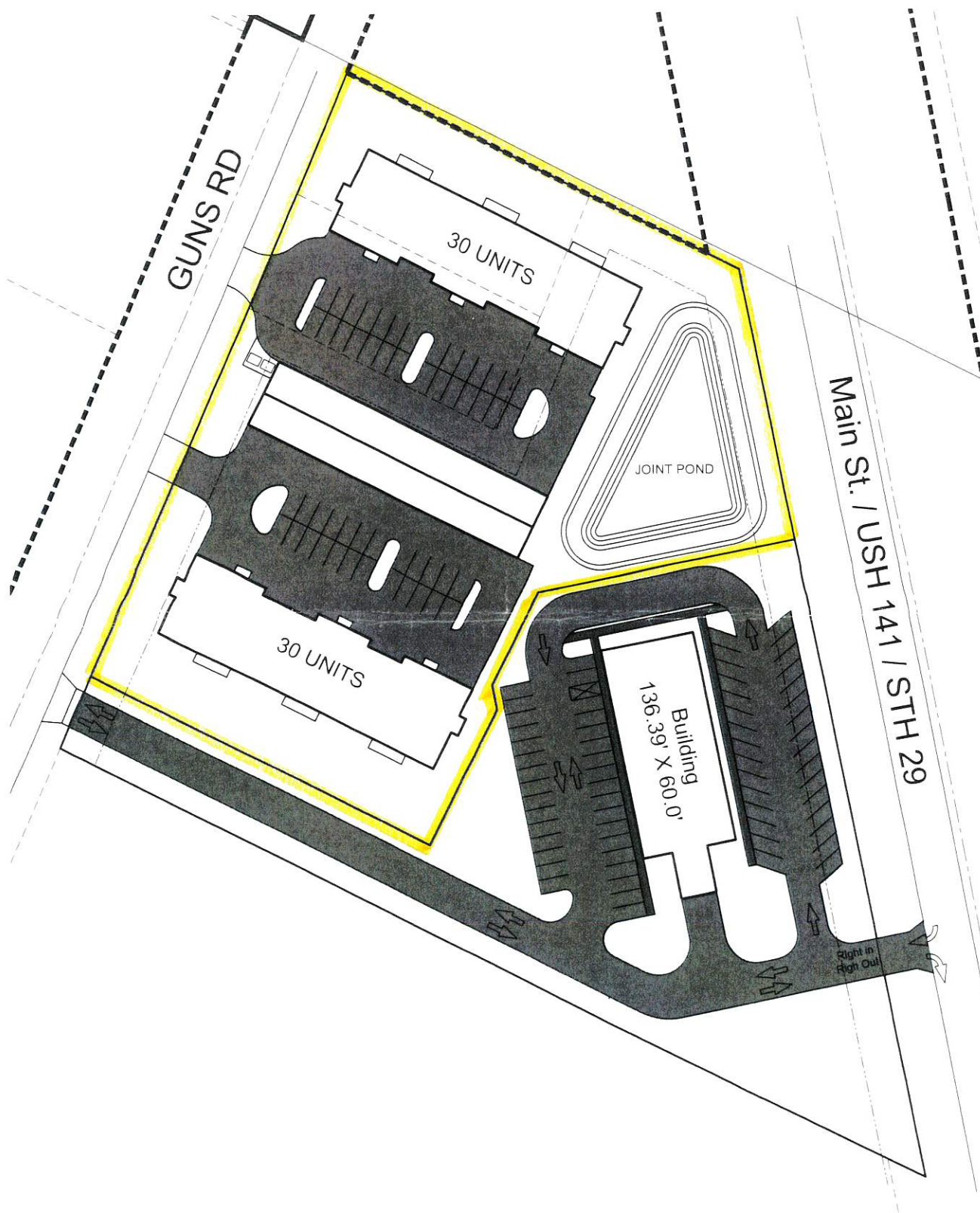
JOINT POND

30 UNITS

Building
136.39' X 60.0'

Main St. / USH 141 / STH 29

Right in
Right Out



GUNS RD

30 UNITS

JOINT POND

30 UNITS

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Main St. / USH 141 / STH 29

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Right Out





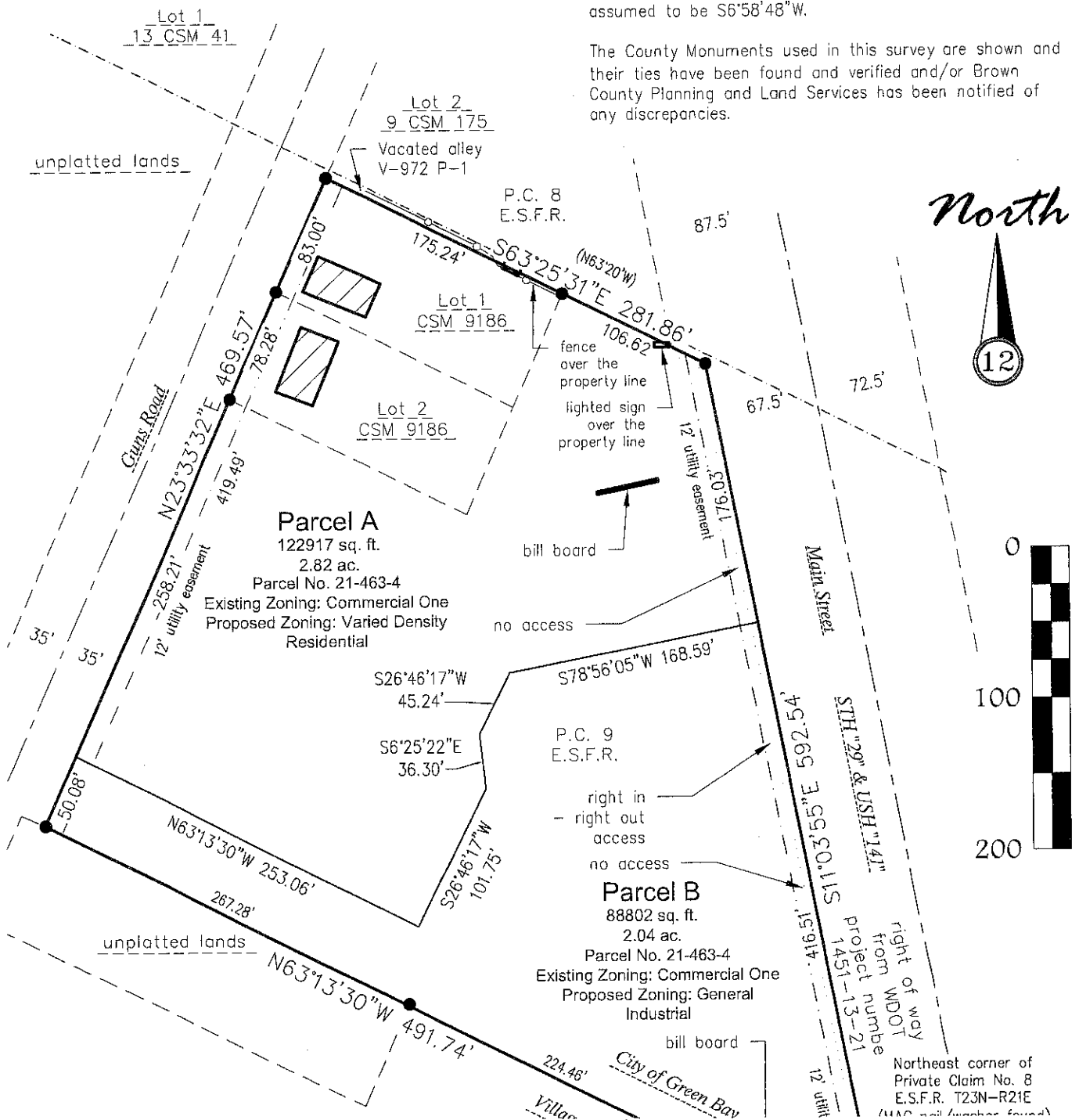
Rezone Exhibit

All of Lot 3, Certified Survey Maps, Map No. 9186, Document No. 2909961, Brown County Records, being part of Lot 4 and part of vacated alley of the "Plat of the Subdivision of the North Half of Private Claim number 9 East Side of East River" (Volume 8, Plats. Page 24, Document number 598, Brown County Records), located in Private Claim number 9 East Side of the Fox River, T23N-R21E, City of Green Bay, Brown County, Wisconsin.

NOTES

Bearings referenced to the East line of P.C. 9, E.S.F.R., assumed to be S6°58'48"W.

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.





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: Main Street/Guns Road, 1135 Guns Road, 1141 Guns Road Green Bay WI

Parcel Number(s): 21-463-4, 21-463, 21-463-2

Petitioner(s): TMD Properties LLC Date: 2/29/2025

Email: todd.devillers@recommercialwi.com Phone Number: 920-470-7573

Address: 677 Baeten Road City: Green Bay State: WI Zip: 54304

Property Owner: Twelve LLC, Keith Schneider, Nelson Yair Melgar Phone Number: 920-470-7573

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

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- ☐ Other (\$200.00 Administration Fee): _____

Owner Signature: Keith A Schneider Date: 2-25-25

Petitioner Signature(s): Todd DeVillers

Checklist of required attachments:

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

For office use only:

Review Fee: \$22 375 Receipt No.: 2767-08-0015

Zoning Petition No.: 2767-08-0017

2767-08-0015 rezone
CPA 25-01 Comp Plan



REQUEST FOR CITY ACTION PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
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Location of Property: Main Street/Guns Road, 1135 Guns Road, 1141 Guns Road Green Bay WI

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| ☐ | Other (\$200.00 Administration Fee): _____ |

Owner Signature: Randall Swille Darwin Swille Date: 2/29/2025

Petitioner Signature(s): Todd DeVillers

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

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: Main Street/Guns Road, 1135 Guns Road, 1141 Guns Road Green Bay WI

Parcel Number(s): 21-463-4, 21-463, 21-463-2

Petitioner(s): TMD Properties LLC Date: 2/29/2025

Email: todd.devillers@recommercialwi.com Phone Number: 920-470-7573

Address: 677 Baeten Road City: Green Bay State: WI Zip: 54304

Property Owner: Twelve LLC, Keith Schneider, Nelson Yair Melgar Phone Number: 920-470-7573

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, Todd DeVillers, 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)
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- ☒ Comprehensive Plan Amendments (\$275.00 Review Fee)
- ☐ Other (\$200.00 Administration Fee): _____

Owner Signature: _____

Date: 2/27/25

Petitioner Signature(s): Todd DeVillers

Checklist of required attachments:

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- Legal Description
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Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____



Report to the Green Bay Plan Commission

MEETING DATE

April 15, 2025

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # R.5

To hold the request to amend the Smart Growth 2022 Comprehensive Plan for 1135 Guns Road, 1141 Guns Road, and the 1100 Block of Guns Road (Parcel 21-463-4) from future Low-Density Residential land-use to Medium/High Density Residential and Light Industrial land-uses. (CPA 25-01 Public Hearing held April 7, 2025).

BACKGROUND

Reason for Request: The proposed comprehensive plan amendment would allow for a rezoning action for multi-family residential development along Guns Road and industrial land-uses (in this case an industrial distribution center) along Main Street, with access to Guns Road.

Surrounding Zoning and Land Uses:

Subject: General Commercial (C1) | Single-Family Homes and Vacant Green Space

North: General Commercial (C1) | Tavern

South: Village of Bellevue | Big-Box Commercial

East: General (C1) & Highway (C2) Commercial | Gas Station and Storage

West: Business Park (BP) | GBAPS Food Services Building

Report: The subject three parcels are a total of 4.859 acres located between Main Street and Guns Road. 1135 and 1141 Guns Road currently have single-family homes located on them. The 1100 Block of Guns Road is a vacant, undeveloped lot. All of these parcels are currently zoned General Commercial (C1).

The applicant is interested in developing two separate parcels with a land division. One parcel (Lot A) is requested to be zoned Varied-Density Residential (R3) and the other (Lot B) zoned Light Industrial (LI). The associated rezoning request is next on the agenda (ZP 25-08).

The future land use of the subject parcels is low-density residential within the current Comprehensive Plan. All three parcels were one parcel until a CSM was completed in 2020, creating the existing lot configuration. We do not generally do Comprehensive Plan Amendments following a land division unless there is a development proposal. Since there wasn't one at the time of the CSM, the area was left with the low-density residential designation, even though the zoning has been General Commercial (C1) for at least 23 years.

While staff is supportive of the Medium/High Density Residential Future Land-Use Designation (multi-family component of this proposal), we are opposed to future industrial uses along Main Street, which has approximately 600 feet of frontage. Main Street is one of the city's primary commercial corridors. This is shown with the dominant zoning along Main Street being one of our three commercial districts. Additionally, the City is working on an update to our Comprehensive Plan (anticipated to be finalized Summer of 2025). This parcel is part of the "Commercial Core" district and has an individual recommendation for commercial to be maintained along Main Street. We believe the zoning should remain C1 for this portion of the subject area and therefore the land use recommendation should not be amended to Light Industrial for this portion

of the subject area.

Ald. Morgan and neighbors within 200 feet have been notified of the meeting based on Plan Commission policy. No comments have been made as of the drafting of this report.

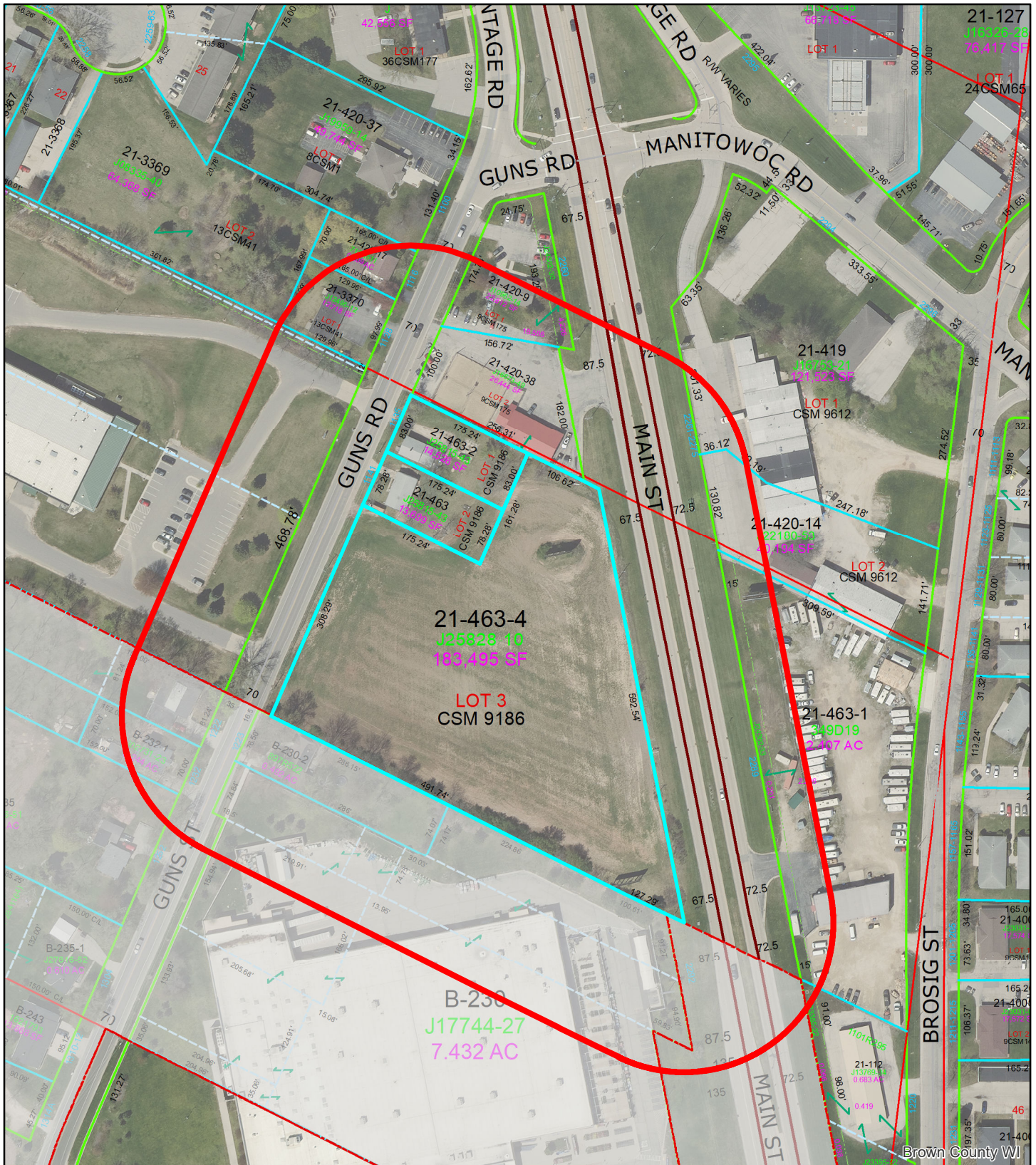
RECOMMENDATION

Approval of the request for the Medium/High Density Residential land use amendment request and denial of the Light Industrial land use amendment request.

FISCAL IMPACT

ATTACHMENTS

1. ZP 25-08 CPA 25-01 Map
2. ZP 25-08 Applicant Narrative and Site Plan
3. ZP 25-08 CPA 25-01 Land Division Exhibit
4. ZP 25-08 Application



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 19 Mar 2025 X:\Planning\Basemaps\template_8.5x11.mxd

(ZP 25-08 & CPA 25-01) Rezone and Comprehensive Plan Amendment at Guns Road and Main Street

0 50 100 200 Feet N

- 1135 & 1141 Guns and 1100 Block Guns
- 200' Notification Area

Date: 3/4/2025
To: City of Green Bay
Petitioners: TMD Properties LLC
Property Owners: Twelve LLC, Nelson Yair Melgar, and Keith Schneider
Subject: Main Street and Guns Road Redevelopment (Parcel #s 21-463-3, 21-463-2, and 21-463-4)

TMD Properties LLC is asking for the subject property to be zoned for two different zoning classifications. Currently, the 5.6-acre property is zoned Commercial 1. The site has approximately 392 feet of frontage along Main Street with restricted access allowing only for a right-in/right-out turn. The site consists of three tax parcels:

21-463-4: Vacant land
21-463: Single family home
21-1234: Single family home

This commercial site has been actively for sale at below market price for over 30 years with no interest from the user and development market. This is due to the sites' access, zoning, and configuration. An alternative use and subdivision of the site should be considered if this property is going to be developed and on the City of Green Bay's tax rolls.

TMD Properties LLC is proposing the redevelopment of this site which will require a comprehensive land use change and split rezoning:

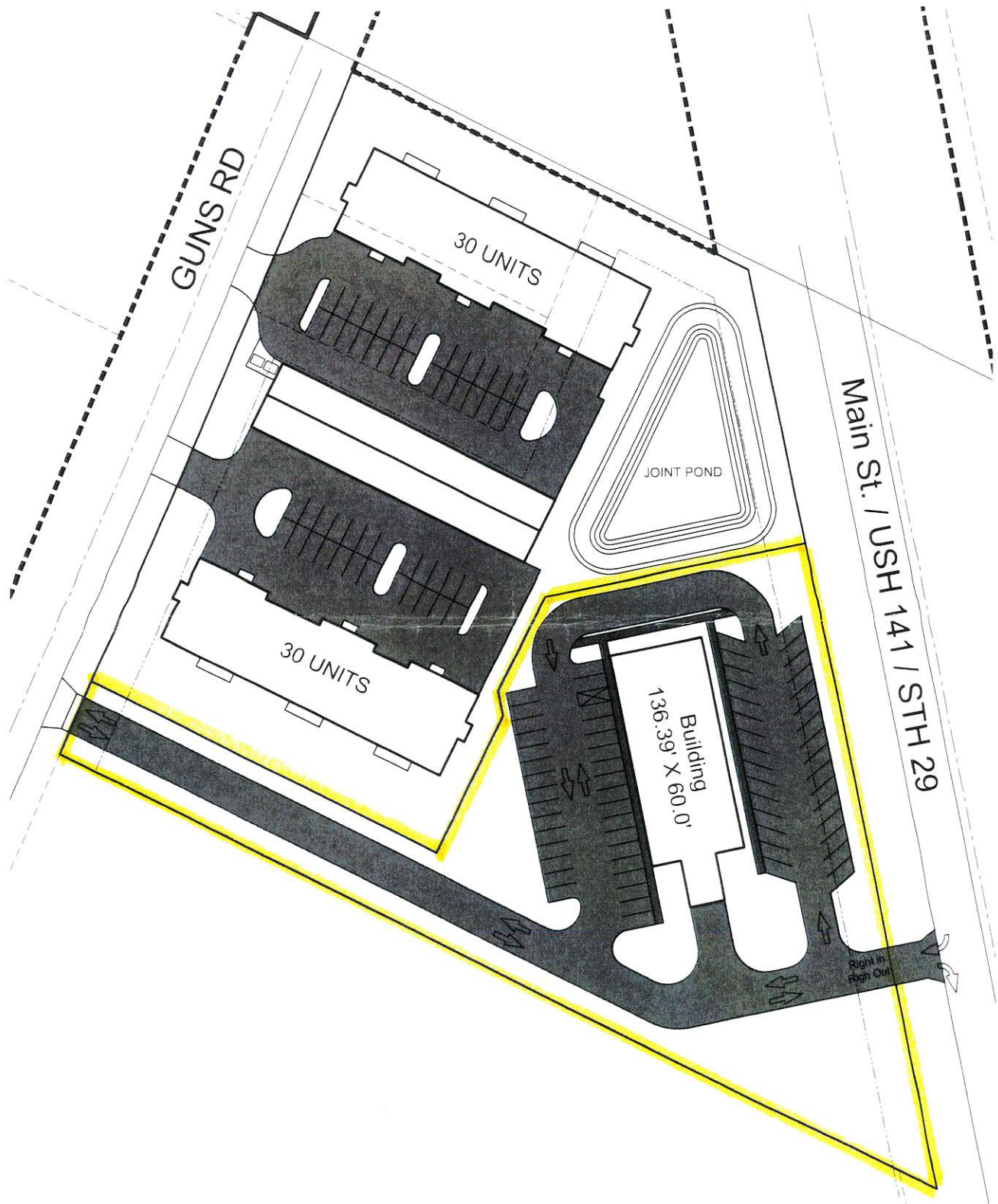
Guns Road Site (Parcel #'s 21-462, 21-463-2 and part of 21-463-4) to be developed with two 30-unit apartment buildings with garages.

- a) Requesting a rezoning from Commercial 1 to Residential 3
- b) Comprehensive land use change from low density residential to medium/high density residential
- c) Estimated cost of development to be \$9,000,000
- d) Estimated annual real estate taxes to be \$100,000

Main Street Site (Part of parcel #21-463-4) to be developed with an 8,592 square foot US Postal Service Annex, which will be a facility for the mail carriers to pick up and deliver mail to local neighboring residential areas.

- a) Requesting a rezoning from Commercial 1 to Industrial
- b) Comprehensive land use change from low density residential to light industrial
- c) Estimated cost of redevelopment to be \$2,500,000
- d) Estimated annual real estate taxes to be \$20,000

Strategically, this site is ideally located for the USPS due to its ease of access to the neighborhoods, and other mailing zip code areas. Even though the USPS's use may not fit into the current commercial zoning classification along Main Street, it fits with the neighboring properties, and the proposed buildings' aesthetics fit in with any new commercial project and commercial zoning district within the Green Bay area. The multi-family also fits in this area as well as with Green Bay's long-range comprehensive plan calling for residential in this area.



GUNS RD

30 UNITS

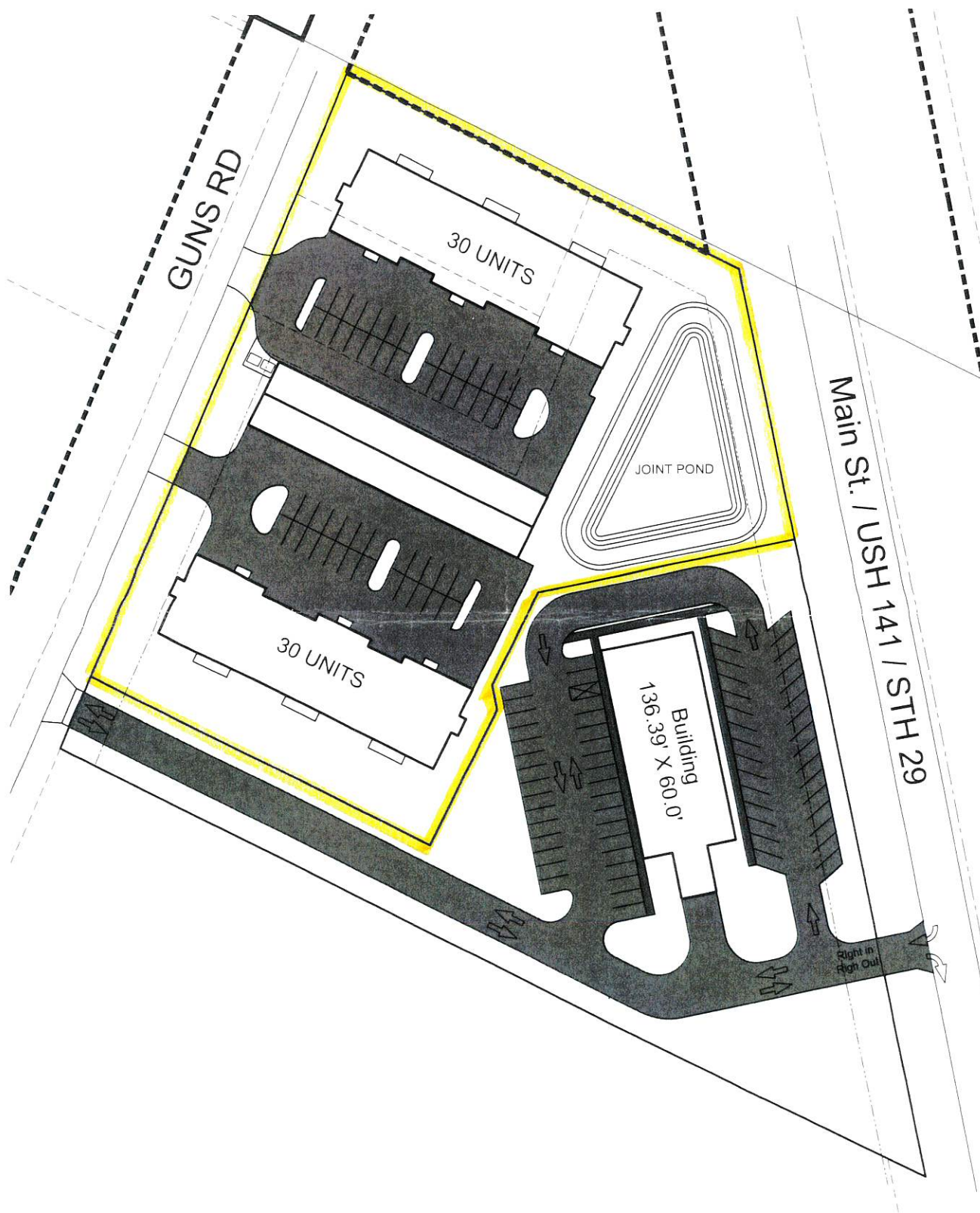
JOINT POND

30 UNITS

Building
136.39' X 60.0'

Main St. / USH 141 / STH 29

Right in
Right Out



GUNS RD

30 UNITS

JOINT POND

30 UNITS

Building
136.39' X 60.0'

Main St. / USH 141 / STH 29

Right in
Right Out





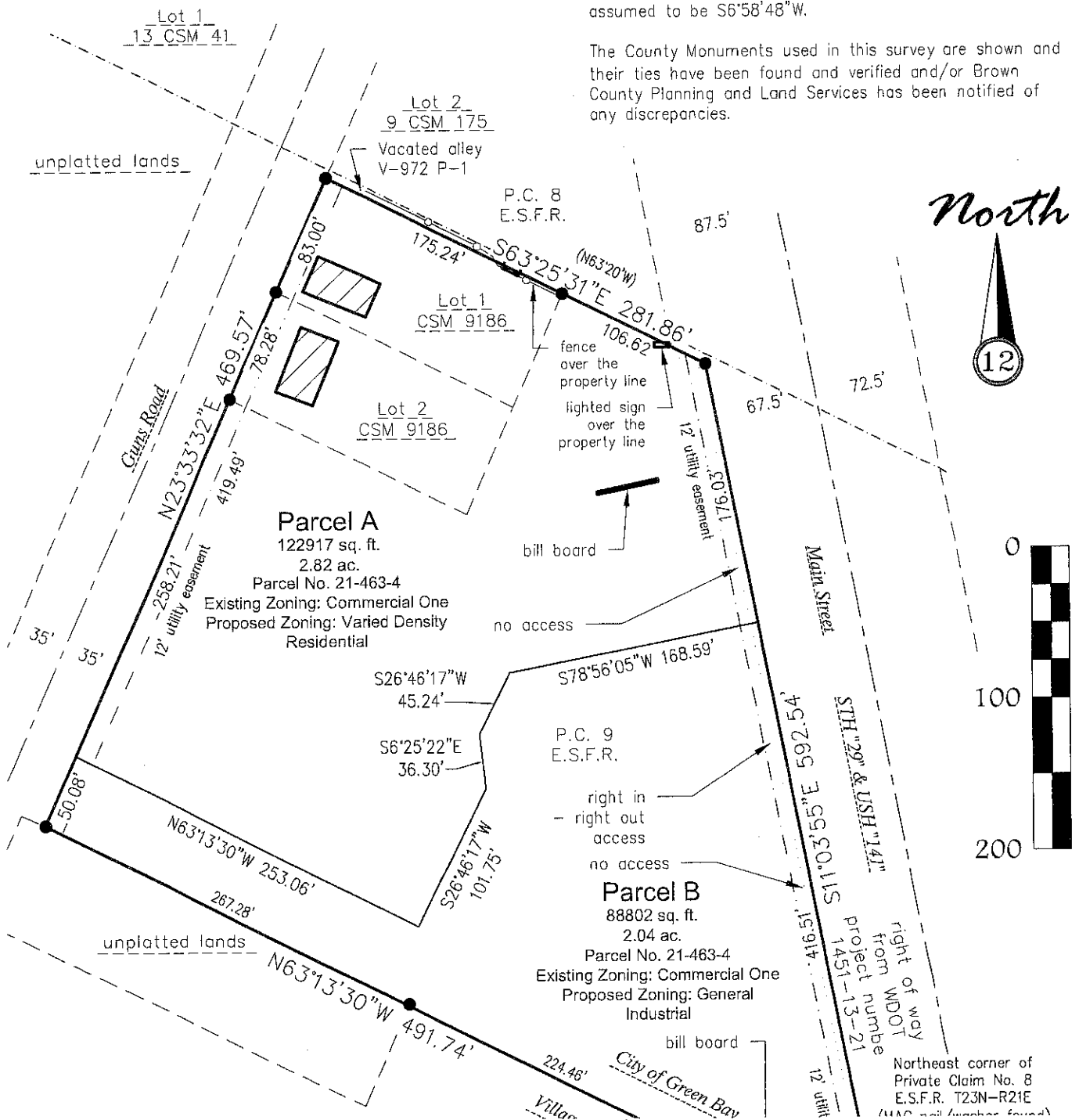
Rezone Exhibit

All of Lot 3, Certified Survey Maps, Map No. 9186, Document No. 2909961, Brown County Records, being part of Lot 4 and part of vacated alley of the "Plat of the Subdivision of the North Half of Private Claim number 9 East Side of East River" (Volume 8, Plats. Page 24, Document number 598, Brown County Records), located in Private Claim number 9 East Side of the Fox River, T23N-R21E, City of Green Bay, Brown County, Wisconsin.

NOTES

Bearings referenced to the East line of P.C. 9, E.S.F.R., assumed to be S6°58'48"W.

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.





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Location of Property: Main Street/Guns Road, 1135 Guns Road, 1141 Guns Road Green Bay WI

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Petitioner(s): TMD Properties LLC Date: 2/29/2025

Email: todd.devillers@recommercialwi.com Phone Number: 920-470-7573

Address: 677 Baeten Road City: Green Bay State: WI Zip: 54304

Property Owner: Twelve LLC, Keith Schneider, Nelson Yair Melgar Phone Number: 920-470-7573

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

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- ☒ Comprehensive Plan Amendments (\$275.00 Review Fee)
- ☐ Other (\$200.00 Administration Fee): _____

Owner Signature: Keith A Schneider Date: 2-25-25

Petitioner Signature(s): Todd DeVillers

Checklist of required attachments:

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

For office use only:

Review Fee: \$22 375 Receipt No.: 2767-08-0015

Zoning Petition No.: 2767-08-0017

2767-08-0015 rezone
CPA 25-01 Comp Plan



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| ☐ | Other (\$200.00 Administration Fee): _____ |

Owner Signature: Randall Swille Darwin Swille Date: 2/29/2025

Petitioner Signature(s): Todd DeVillers

Checklist of required attachments:

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| ☐ | Other (\$200.00 Administration Fee): _____ |

Owner Signature: _____

Date: 2/27/25

Petitioner Signature(s): Todd DeVillers

Checklist of required attachments:

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- All Other Pertinent Information

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Report to the Green Bay Plan Commission

MEETING DATE

April 15, 2025

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # R.6

To approve the request for a Conditional Use Permit (CUP) to allow a multiple-message sign at the 2400 Block of West Mason Street (Parcel 6H-1110-23) with conditions. (ZP 25-10 Public Hearing held April 7, 2025).

BACKGROUND

Reason for Request: To permit the reconstruction of an off-premise billboard with multiple message signage operation.

Surrounding Zoning and Land Uses:

Subject: General Commercial (C1), Planned Unit Development (PUD); Parking, Vacant

North: Highway Commercial (C2) | Right-of-Way (W. Mason/W. Mason Frontage Rd) | Drive-through restaurants

South: Highway Commercial (C2) | Planned Unit Development (PUD) | Automobile dealership, Retail

East: General Commercial (C1) | Planned Unit Development (PUD) | Retail

West: General Commercial (C1) | Highway Commercial (C2) | Automobile Repair, Carwash

Comprehensive Plan: The 2022 Smart Growth Plan designates the subject area as Commercial. The proposed use of the subject property is compatible with and is not contradictory to the applicable recommended policy and the future land use map.

Report: The subject property is located at the 2400 Block of West Mason Street, Parcel 6H-1110-23.

This proposal requests the placement of a 644-square-foot digital billboard at the site of an existing billboard located near the intersection of West Mason and Hinkle. The placement of the proposed digital billboard is at a billboard which has two static signs on the west face of the billboard and a smaller digital and static sign on the east end of the billboard structure. Lamar and the property owner intend to move it to the east approximately 35 feet as redevelopment is projected in the Mason Street corridor in anticipation of future redevelopment this parcel and the parcel to the west. The updated billboard would be placed 210 feet from the southwest corner of W Mason Frontage Rd and Hinkle St. A minimum of 200 feet is required for oncoming traffic for an electronic billboard sized up to 650 square feet. The applicant is requesting a 644-square-foot electronic billboard.

A copy of the sign permit application which the applicant has submitted regarding the permissible area on site for the billboard and a street view image of the existing signage is attached within this agenda. A site plan for future redevelopment of driveways and buildings was not included as part of the application. Future sign plans for both the billboard location and the configuration of future redevelopment of driveways, parking aisles and building locations must be compatible. Staff recommends a condition requiring final approval, noting the placement of the billboard and account of access parking, drive access, and buildings compatibility on the site.

The Zoning Ordinance Section 44-83(e) establishes seven standards for the Plan Commission to consider when reviewing a conditional use permit:

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

In the review of the requirements Section 44-83(e) and the standards found Section 30-63, the applicant has demonstrated compliance. The proposed CUP does not conflict with the current and future land uses as reflected in the City's Comprehensive Plan. The sign is not located adjacent to a residential zoned district. The size of the signage, at 644 square feet, meets length requirements to the nearest on-coming facing traffic (Westbound W Mason at Hinkle). The movement of the existing billboard some 35 feet to the west does not affect the existing smaller digital billboard on the east side of the structure as that sign is less than 650 square feet.

An off-premises billboard with two sides was removed by Lamar in June 2022 at the 600 block of Cherry Street along N Monroe Avenue, a total of 5 points. One signage was applied to one side of an approved digital billboard at Irwin and I-43 approved in January. This allows the panel on the existing billboard at West Mason and ends points used for N. Monroe to meet requirements found in Section 30-63(2)(a).

Alder Eck and adjacent property owners within 200 feet of the site have been notified of the request. As of the drafting of this report, staff have received no objections and one call regarding this request.

RECOMMENDATION

Approval of the request, subject to:

1. A site plan and applicable permit applications are submitted to the Department of Community and Economic Development for review and approval. Said plan shall include a panel which does not exceed 650 square feet in size.
2. A site plan submitted which accounts for future redevelopment of the parcel noting location of driveways, ingress/egress and building locations. The billboard location shall not impede vehicular or pedestrian access to the site. The billboard shall not be located directly over any new buildings nor placed directly in front of any new buildings.
3. The sign permit application shall not be valid unless approved by the Director of Public Works or their designee.
4. 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.
5. 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.
6. The proposed signage shall meet all of the requirements of Article III, Off-Premise Advertising, Green Bay Zoning Code.

FISCAL IMPACT

ATTACHMENTS

1. ZP 25-10 Application and Attachments
2. ZP 25-10 Location Map



REQUEST FOR CITY ACTION PLAN COMMISSION

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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: 2425 W Mason St. Green Bay, WI 54303

Parcel Number(s): 6H-1110-8

Petitioner(s): Lamar Central Outdoor, LLC (Trevor Bowman) Date: 3/12/25

Email: TBowman@lamar.com Phone Number: 920-347-1767

Address: 1800 Scheuring Rd. (Suite C) City: DePere State: WI Zip: 54115

Property Owner: GB Real Estate Investments LLC Phone Number: 813-500-0296

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

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

I, Trevor Bowman, respectfully request that the City of Green Bay take the following action:

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- ☐ Comprehensive Plan Amendments (\$275.00 Review Fee)
- ☐ Other (\$200.00 Administration Fee): _____

Owner Signature: [Signature] Date: 3-12-25

Petitioner Signature(s): [Signature] Trevor Bowman

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.: _____



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: 2425 W Mason St. Green Bay, WI 54303		Parcel #: 6H-1110-8	Zoning: G2 - Commercial	Project #:
Applicant Applicant is: ☐ Property Owner ☒ Sign Contractor		Property Owner (Required if other than Applicant)		
Name Trevor Bowman		Name Garritt Bader		
Company Lamar Central Outdoor, LLC		Company GB Real Estate Investments LLC		
Address PO Box 5846		Address 300 N Van Buren St.		
City, State, Zip De Pere, WI 54115		City, State, Zip Green Bay, WI 54301		
Phone # 920-347-1767	Fax #	Phone # 813-500-0296	Fax #	
Email TBowman@lamar.com		Email gb@gb-re.com		

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. 30-ft flagged billboard structure (See attached site plan)	☐
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 48 X Height 14 Area 672 SF Illuminated ☐ Internally ☒ Externally, # of Faces 2

Reader Bd: Width _____ X Height _____ Area _____ SF Illuminated ☐ Internally ☐ Externally, # of Faces _____

Sign Construction 14x48 full flag. 30-ft at road grade Estimated Sign Cost \$ \$ 100,000

Sign Contractor	Electrical Contractor (Required if sign is illuminated)
Name Dan Strey	Name Jim Eland License # (8-403)
Company Lamar Central Outdoor, LLC	Company Eland Electric
Address PO Box 5846	Address 3154 Holmgren Way
City, State, Zip De Pere, WI 54115	City, State, Zip Green Bay, WI 54304
Phone # 920-246-3983 Fax #	Phone # 920-338-6000 Fax #
Email DStrey@lamar.com	Email N/A

Dan Bowman
Applicant Signature

3-12-25
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.

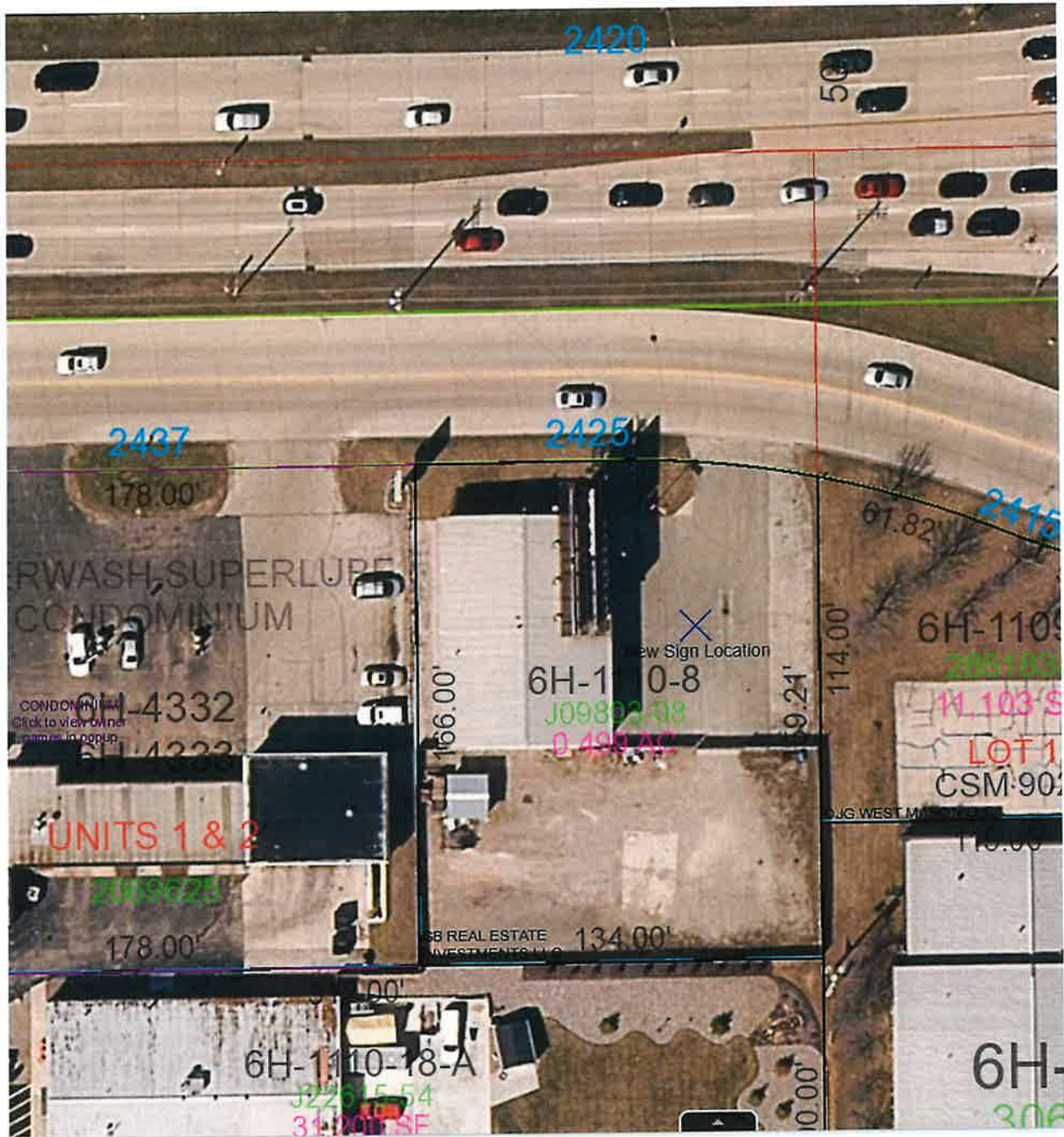
City of Green Bay: Site Plan

Site Plan: City of Green Bay (Parcel 6H-1110-8)

Site Address: 2425 W Mason St.

Property Owner: GB Real Estate Investments LLC

"X" indicates new sign location



Current Sign: East Face

Approach

PANEL #24132

2425 W MASON ST E/O HOBART DR



ADVERTISING STRENGTHS: This highly desirable digital poster unit is located on the West side of Green Bay. As one of the busiest surface street locations, it targets traffic heading to restaurants, retail shops, grocery stores, Oneida Bingo and Casino and Northeast Wisconsin Technical College. It is also within a 1/2 mile of the Interstate 41 on ramp.

Location #1

Google

Map data 2024

WEEKLY IMPRESSIONS: 33,757 per spot*

MEDIA TYPE/STYLE: Poster - Digital

GEOPATH ID: 30650039

LAT/LONG: 44.52776 / -88.00036

MARKET: GREEN BAY

PANEL SIZE: 10' 0" x 21' 0" [View Spot Street](#)

FACING/READ: East / Left

SLOTS/DWELL: 8 slots / 8 seconds

*Impressions based on 2023 data. Actual results may vary.

Close Up

PANEL #24132

2425 W MASON ST E/O HOBART DR



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LAT/LONG: 44.52776 / -88.00036

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PANEL SIZE: 10' 0" x 21' 0" [View Spot Street](#)

FACING/READ: East / Left

SLOTS/DWELL: 8 slots / 8 seconds

*Impressions based on 2023 data. Actual results may vary.

Current Sign: West Face

Lamar Central Outdoor LLC requests to convert the West Face to a 14x46 flag unit digital billboard. The current sign includes (2) 10'6"x22'9" static posters.

Approach

PANEL #24133

2425 W MASON ST E/O HOBART DR



ADVERTISING STRENGTHS: This side by side highly desirable poster unit is located on the West side of Green Bay. As one of the busiest surface street locations, it targets traffic heading to restaurants, retail shops, grocery stores, Oneida Bingo and Casino and Northeast Wisconsin Technical College. It is also within a 1/2 mile of the Interstate 41 on ramp.

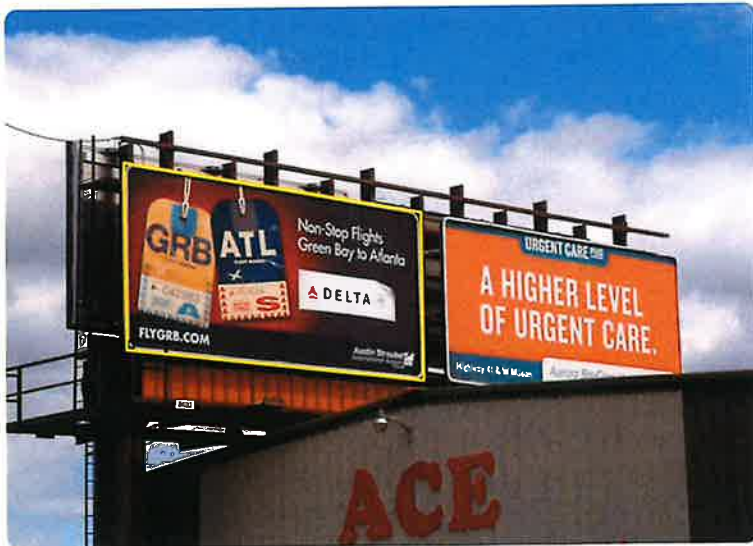


WEEKLY IMPRESSIONS: 47,683*
MEDIA TYPE/STYLE: Poster - Retro
GEOPATH ID: 30642088
LAT/LONG: 44.52376 / -88.09048
MARKET: GREEN BAY
PANEL SIZE: 10' 6" x 22' 9" *Vista Sign Street*
FACING/READ: West / Right
ILLUMINATED: YES
SHIPPING ADDRESS: 1800 Scheuring Road
De Pere, WI 54115

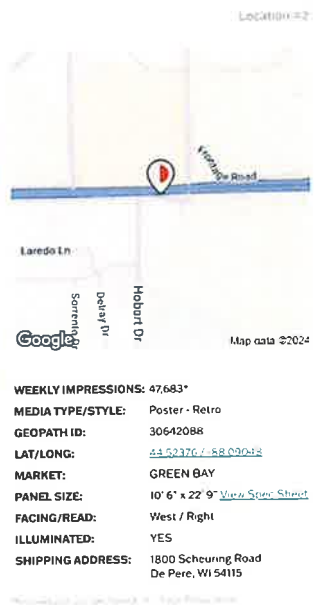
Close Up

PANEL #24133

2425 W MASON ST E/O HOBART DR



ADVERTISING STRENGTHS: This side by side highly desirable poster unit is located on the West side of Green Bay. As one of the busiest surface street locations, it targets traffic heading to restaurants, retail shops, grocery stores, Oneida Bingo and Casino and Northeast Wisconsin Technical College. It is also within a 1/2 mile of the Interstate 41 on ramp.

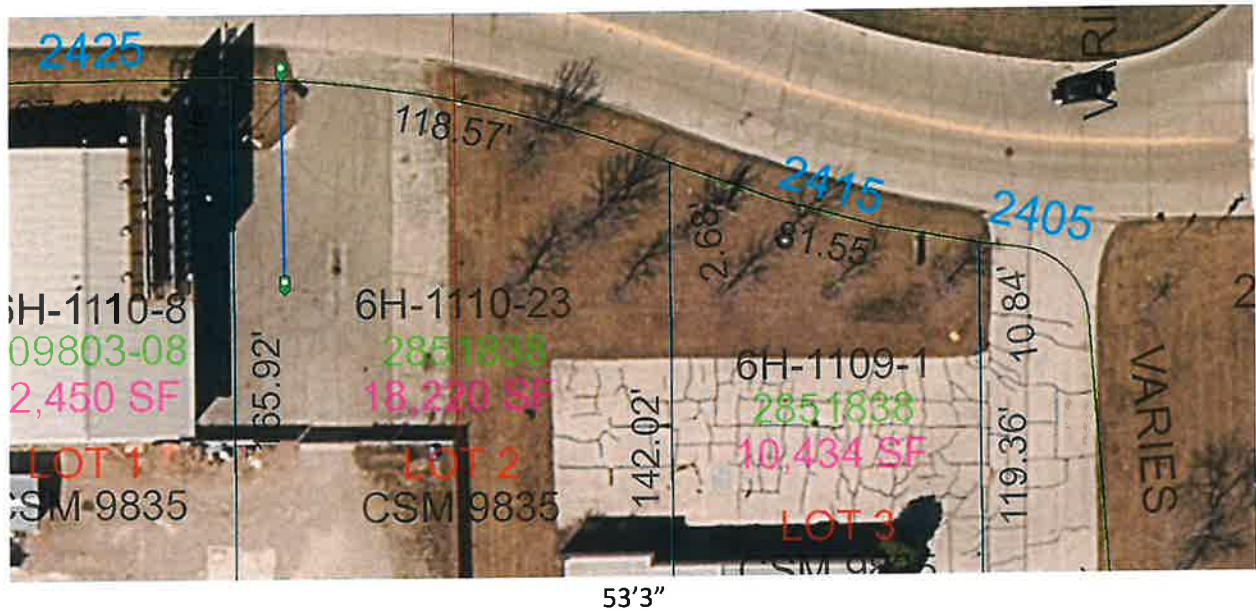


WEEKLY IMPRESSIONS: 47,683*
MEDIA TYPE/STYLE: Poster - Retro
GEOPATH ID: 30642088
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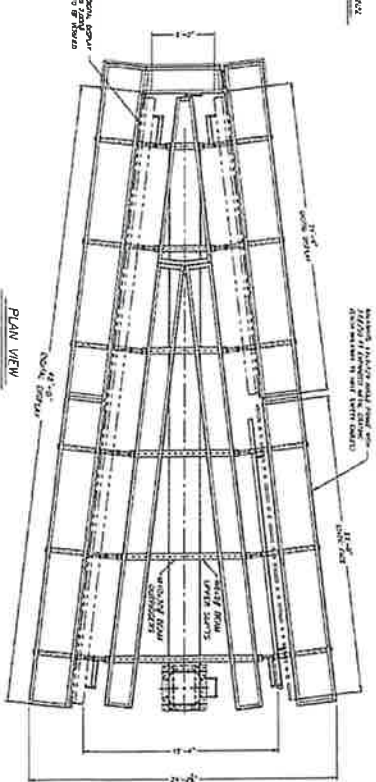
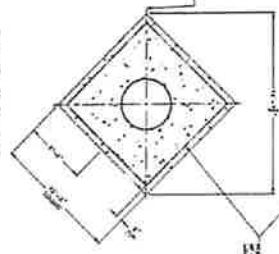
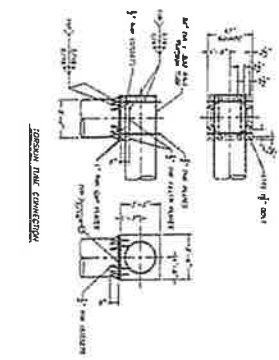
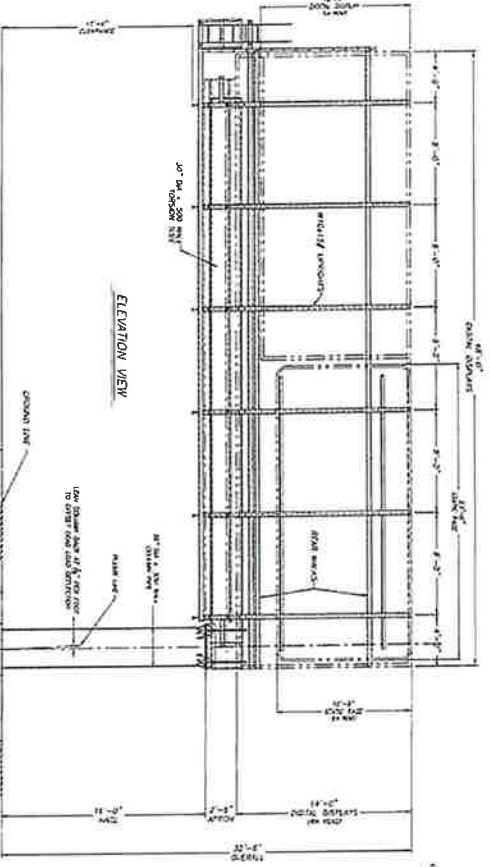
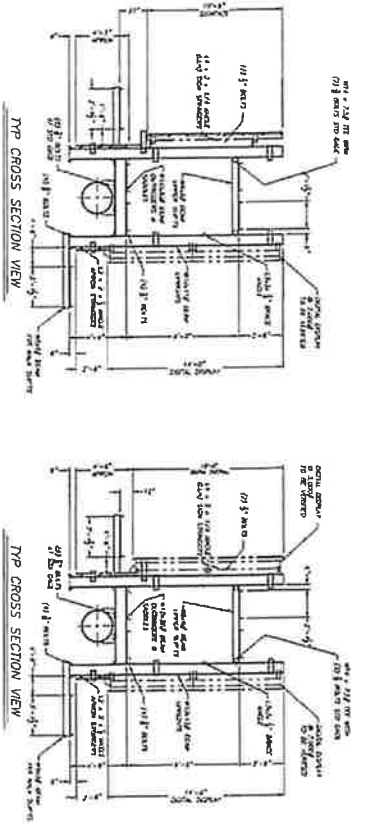
Mitigation Plan

Lamar Central Outdoor LLC requests to convert the West face to a 14x46 digital billboard. The current sign has (2) 10'6x22'9 static posters on the West face and (1) 10x21 digital poster and (1) 10'6x22'9 static poster on the East face. Lamar Central Outdoor LLC will use 5 mitigation points from the removal of a billboard that is nonconforming due to location in the CBD, a natural area, or a historical district. Lamar Central Outdoor LLC removed 2 poster faces from 605 Cherry St (Project #109183) on June 20th, 2022. This structure was in the historical district.

Measurements from Right of Way



NO.	REVISION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		



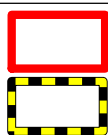
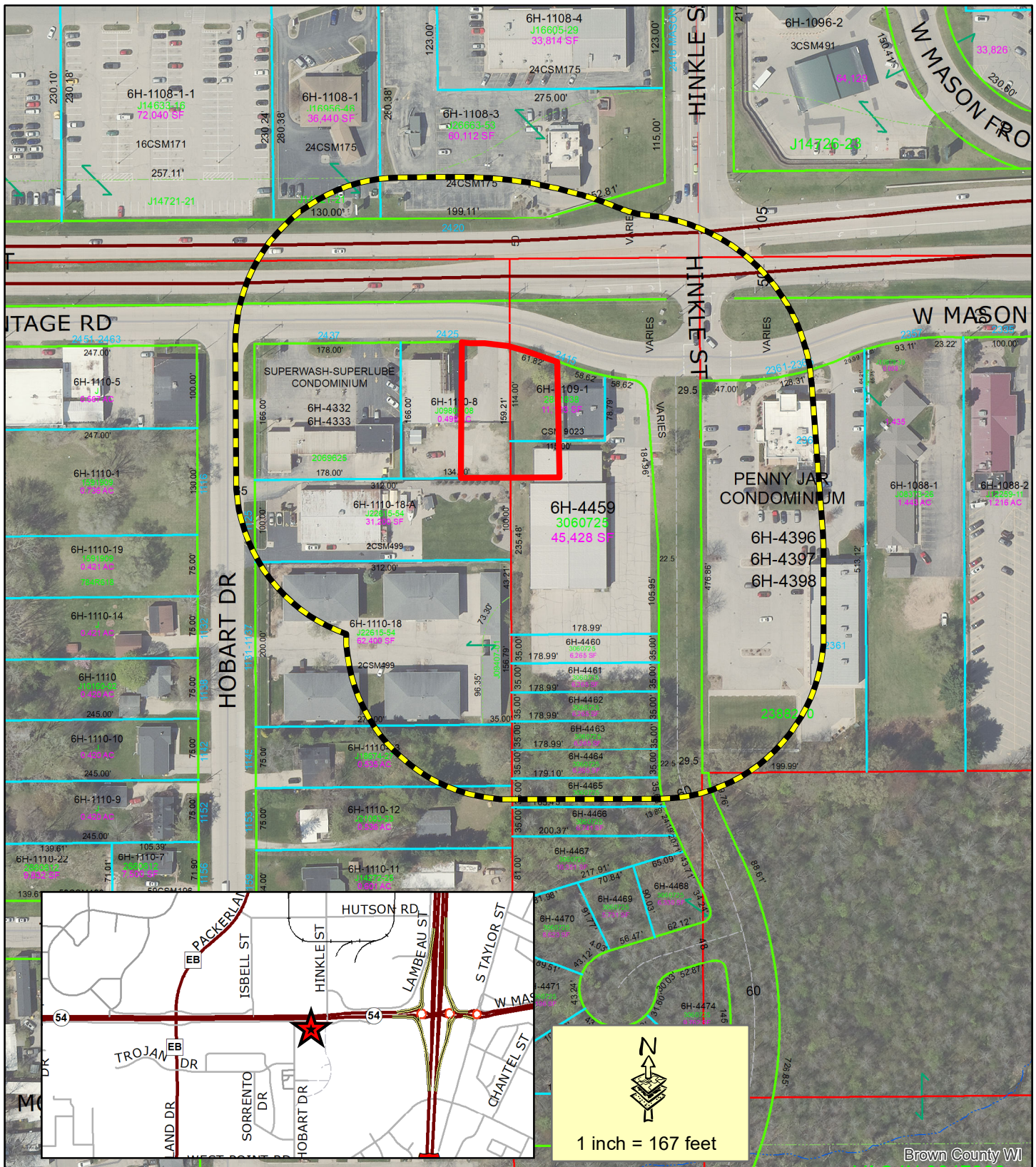
SPECIFICATIONS:

1. STEEL: ROLLED "W" BEAM SECTIONS ASTM A992 ALL OTHERS
2. PIPE SECTIONS: ASTM A53, SCH 40
3. BOLTS: MINIMUM 1/2" DIAMETER UNF. ALL BOLTS CRUOE
4. CONCRETE: 3000 P.S.I. @ 28 DAYS
5. HORIZONTAL SOIL PRESSURE: 100#/FT²
6. WIND LOADS: PER THE REQUIREMENTS OF THE 2018
7. WIND SPEED: PER CATEGORY II, AND EXPOSURE "C" (SEE CLUT)
8. ALL WELDING SHALL BE IN ACCORDANCE WITH AWS STANDARDS
9. ALL WELDING TO W/RT. SAFETY CRUILES
10. REINFORCING: PER THE REQUIREMENTS OF THE 2018
11. DISTANCE FROM WEIGHT OF (2) DOWEL UNITS @ 2000/FT²

PRODUCTIVITY FABRICATORS

14'x18' FLG. (WE) 15' V. 15' CLEARANCE
LAMAR - DE PERE, WI
DB-9226





Subject Area

200' Property Owner Notice

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

ZP 25-10

Conditional Use Permit Request

2400 Block W Mason Street





Report to the Green Bay Plan Commission

MEETING DATE

April 15, 2025

PREPARED BY

David Buck, Staff

AGENDA ITEM # R.7

To approve the request to amend Section 44-469(1) Green Bay Municipal Code, modifying the limit on events and days of operation per calendar year for rummage sales. (TA 25-01 Public Hearing held April 7, 2025).

BACKGROUND

Reason for Request: The Zoning Ordinance text amendment is proposed to increase the number of rummage sales activities on residential properties to be increased from three to four events per year for a total of 16 days of operation per year.

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan does not provide specific guidance regarding the proposed text amendments.

Analysis: On November 11, 2024, Alderperson Alyssa Proffitt referred a request to amend the Green Bay Municipal Code, Chapter 44, Article V, Division 7, Section 44-469 (1) to the Protection and Policy Committee. This was referred to staff and as it is an amendment to the City's Zoning Code was referred to the Plan Commission for consideration and recommendation. Rummage sales on residential properties are limited in number of events to three (3) and total number of days to no greater than nine (9).

Section 44-469 (1) reads as follows:

(1). Rummage sales. Rummage sales shall be limited to a total of no more than three events for a total of nine days of operation per calendar year at any residential location.

Staff is not sure how these numbers were determined, but common planning practice is to limit the quasi-commercial uses in residential neighborhoods to match the seasons in which they could occur, allowing a residential sale of miscellaneous items to take place in the spring, summer and the fall. Additionally, the limit of nine (9) calendar days per year would allow these three (3) events to be three (3) days long, presumably Friday through Sunday. Generally, limitations are placed on rummage sales in residential neighborhoods to minimize disruption associated with rummage sales like increased traffic, loss of available parking, and the display of products generally within a driveway in a front yard area of a residential neighborhood. Zoning Inspection staff commented that the number of rummage sales is not a concern of theirs. They caution that frequent rummage sale operators have the potential to stockpile merchandise, often outside, creating a nuisance situation for adjoining and nearby neighbors, however the use is regulated by the City's property maintenance code.

The determination to allow additional or limit rummage sales is relatively arbitrary and a choice of the legislative body of the City. Staff does not object to the requested minor increase in permissible days and times.

RECOMMENDATION

Approval of the amendment to the Municipal Code, Chapter 44, Article V, Division 7, Section 44-469(1), as

proposed.

FISCAL IMPACT

ATTACHMENTS

- I. Ald Proffitt Communication 4.11.24

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

Alders' Petitions and Communications

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

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



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # S.I

To approve the resolution to rescind 2024 real estate taxes on parcel 7-520 for Kingdom Agenda Church, Inc on 730 Quincy St for \$4,578.14.

BACKGROUND

This property should be considered exempt.

The city approves rescinded taxes or refunds to owners.

A request to charge back taxes to taxing jurisdictions will be sent to the WDOR in October 2025. The WDOR sends the chargeback determination in November 2025.

Green Bay Schools, 39%, Brown County, 20%, and NWTC, 4%, will reimburse the City's respected portion in February 2026.

RECOMMENDATION

Approval of the Request.

FISCAL IMPACT

ATTACHMENTS

- I. Rescinded 7-520 Kingdom Agenda Church



Office of the City Assessor

DATE: March 13, 2025
TO: Finance Committee
City of Green Bay
FROM: Russ Schwandt
Assessor
RE: Adjustment of **2024** REAL ESTATE Tax Bill

Please be advised that I am recommending that the **2024** tax bill be adjusted for the following REAL ESTATE parcel:

<u>Parcel #</u>	<u>Owner Name</u>	<u>Address</u>
7-520	Kingdom Agenda Church Inc	730 N Quincy St

Reason:

Property should have been considered exempt, exemption request was received for the incorrect assessment year.

The 2024 assessed value of the real property was \$226,600
The corrected 2024 real property assessment is \$0

The 2024 tax bill has not been paid.

Rescind taxes according to this correction.

Cc: Diana Ellenbecker

Request for Charge Back of Rescinded or Refunded Taxes

(Sec. 74.41, Wis. Stats.)

DOR USE ONLY

Case no.

1	Assessment year 2024	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN					
2	☒ Real estate parcel no. 7-520 ☐ Personal property account no.			Is this parcel in a TID? ☒ No ☐ Yes TID no.					
3	Property owner name KINGDOM AGENDA CHURCH INC			Personal property category (see instructions) 					
4	Real Estate			Assessment BEFORE Adjustment	Assessment AFTER Adjustment			(g)	
	Class	(a) Land	(b) Improvement	(c) Total (a + b)	Class	(d) Land	(e) Improvement	(f) Total (d + e)	Total Assessment Difference (c - f)
	2 Com.	17,600	209,000	226,600	2 Com.	0	0	0	226,600
									0
									0
									0
									0
	Total	17,600	209,000	226,600		0	0	0	226,600
5	Personal Property			BEFORE Adjustment	AFTER Adjustment			Difference	
	☐ Non-manufacturing ☐ Manufacturing							0	
6	Total manufacturing interest refund/rescinded			(a) 	(b) = (a) x .80 0			(c) = (a) x .20 0	
7	Net taxes rescinded or refunded to be charged back to taxing jurisdictions – EXCLUDING INTEREST								
	Code	Name of Taxing Jurisdictions						Net Tax	
a.		State of Wisconsin							
b.		County BROWN							
c.1	05 - 5040	Special district GREEN BAY METRO SEWER DISTRICT							
c.2		Special district < Select a District >							
d.		Local CITY OF GREEN BAY							
e.	05 - 2289	School district GREEN BAY							
f.		Union high school district							
g.	1300	Technical college district NORTHEAST WISCONSIN TECH COLLEGE GNB							
h.		Total net tax rescinded or refunded – EXCLUDING INTEREST (This amount is after School Levy Tax Credit.)							
8	Select the appropriate statute and explanation why these taxes were rescinded or refunded.								
	Statute no(s). 70.43 - Assessor correction of error			Explanation: Property is exempt					
	Additional explanation: (If you need more space, include as an attachment)								
	Property owner filed exemption request for 2023 assessment year, they were not owners until after January 1, 2023. Exemption request should have been applied for the 2024 assessment roll. Exemption granted and correction made to 2024 assessment roll.								

9	Preparer name 	Email
	Daytime phone	

2024 Real Estate Tax Summary

04/02/2025 09:57 AM

Page 1 Of 1

Parcel #: 7-520
Alt. Parcel #:

231 - CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

Tax Address:
KINGDOM AGENDA CHURCH INC
PO BOX 1227
GREEN BAY WI 54305

Owner(s): O = Current Owner, C = Current Co-Owner
O - KINGDOM AGENDA CHURCH INC

Districts: SC = School, SP = Special
Type Dist # Description
SC 2289 GREEN BAY SCH DIST
BROWN COUNTY
SP 1300 NORTHEAST WI VTAE
SP 5040 G.B. METRO SEWER

Property Address(es): * = Primary
* 730 N QUINCY ST
700 HARVEY ST BLK

Abbreviated Description: **Acres:** 0.202
(See recorded documents for a complete legal description.)
8,781 SQ FT LOT 2 OF 30 CSM 281 MAP 4757
IN 1414818 BNG PRT OF LOTS 1 & 2 BLK "B"
MC CORMICK & FLATLEY'S SUBD EX RR

Parcel History:
Date Doc # Vol/Page Type
01/19/2023 3027366 WD
2844756
2786023
2150615
J23640/57

Plat: * = Primary

Tract: (S-T-R 40% 160% GL) **Block/Condo Bldg:**

Tax Bill #:	8154698	Net Mill Rate	0.019922324	Installments	
		Gross Tax	4,940.54	End Date	Total
		School Credit	426.15	1 01/31/2025	2,222.40
Land Value	17,600	Total	4,514.39	2 07/31/2025	2,222.40
Improve Value	209,000	First Dollar Credit	69.59		
Total Value	226,600	Lottery Credit	0.00		
Ratio	0.7985	Net Tax	4,444.80		
Fair Mkt Value	283,700				

	Amt Due	Amt Paid	Balance
Net Tax	4,444.80	0.00	4,444.80
Special Assmnt	0.00	0.00	0.00
Special Chrg	0.00	0.00	0.00
Delinquent Chrg	0.00	0.00	0.00
Private Forest	0.00	0.00	0.00
Woodland Tax	0.00	0.00	0.00
Managed Forest	0.00	0.00	0.00
Prop. Tax Interest		0.00	133.34
Spec. Tax Interest		0.00	0.00
Prop. Tax Penalty		0.00	0.00
Spec. Tax Penalty		0.00	0.00
Other Charges	0.00	0.00	0.00
TOTAL	4,444.80	0.00	4,578.14

Interest Calculated For APR 2025

Payment History: (Posted Payments)

Date Receipt # Type Amount

Key: Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax

KINGDOM AGENDA CHURCH INC
PO BOX 1227
GREEN BAY WI 54305

**RESOLUTION AUTHORIZING CANCELLATION
OF 2024 REAL ESTATE PROPERTY TAXES**

April 15, 2025

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

That, pursuant to the recommendation of the Finance Committee at its meeting of April 8, 2025, the real estate property taxes for 2024 for the following parcel is hereby rescinded.

<u>Parcel</u>	<u>Amount</u>
7-520	\$4,578.14
Kingdom Agenda Church	
708 Harvey St	

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # S.2

To approve the resolution to rescind 2024 real estate taxes for parcel 7-521 for Kingdom Agenda Church, Inc on 708 Harvey St for \$570.61.

BACKGROUND

This property should be considered exempt.

The city approves rescinded taxes or refunds to owners.

A request to charge back taxes to taxing jurisdictions will be sent to the WDOR in October 2025. The WDOR sends the chargeback determination in November 2025.

Green Bay Schools, 39%, Brown County, 20%, and NWTC, 4%, will reimburse the City's respected portion in February 2026.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Rescinded 7-521 Kingdom Agenda Church



Office of the City Assessor

DATE: March 13, 2025

TO: Finance Committee
City of Green Bay

FROM: Russ Schwandt
Assessor

RE: Adjustment of **2024** REAL ESTATE Tax Bill

Please be advised that I am recommending that the **2024** tax bill be adjusted for the following REAL ESTATE parcel:

<u>Parcel #</u>	<u>Owner Name</u>	<u>Address</u>
7-521	Kingdom Agenda Church Inc	708 Harvey St

Reason:

Property should have been considered exempt, exemption request was received for the incorrect assessment year.

The 2024 assessed value of the real property was \$31,300
The corrected 2024 real property assessment is \$0

The 2024 tax bill has not been paid.

Rescind taxes according to this correction.

Cc: Diana Ellenbecker

Request for Charge Back of Rescinded or Refunded Taxes

(Sec. 74.41, Wis. Stats.)

DOR USE ONLY

Case no.

1	Assessment year 2024	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN																																																																								
2	☒ Real estate parcel no. 7-521 ☐ Personal property account no.			Is this parcel in a TID? ☒ No ☐ Yes TID no.																																																																								
3	Property owner name KINGDOM AGENDA CHURCH INC			Personal property category (see instructions) 																																																																								
4	<table border="1"><thead><tr><th colspan="4">Real Estate Assessment BEFORE Adjustment</th><th colspan="4">Assessment AFTER Adjustment</th><th>(g) Total Assessment Difference (c - f)</th></tr><tr><th>Class</th><th>(a) Land</th><th>(b) Improvement</th><th>(c) Total (a + b)</th><th>Class</th><th>(d) Land</th><th>(e) Improvement</th><th>(f) Total (d + e)</th><th></th></tr></thead><tbody><tr><td>2 Com.</td><td>21,500</td><td>9,800</td><td>31,300</td><td>2 Com.</td><td>0</td><td>0</td><td>0</td><td>31,300</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr><tr><td>Total</td><td>21,500</td><td>9,800</td><td>31,300</td><td></td><td>0</td><td>0</td><td>0</td><td>31,300</td></tr></tbody></table>				Real Estate Assessment BEFORE Adjustment				Assessment AFTER Adjustment				(g) Total Assessment Difference (c - f)	Class	(a) Land	(b) Improvement	(c) Total (a + b)	Class	(d) Land	(e) Improvement	(f) Total (d + e)		2 Com.	21,500	9,800	31,300	2 Com.	0	0	0	31,300									0									0									0									0	Total	21,500	9,800	31,300		0	0	0	31,300
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2 Com.	21,500	9,800	31,300	2 Com.	0	0	0	31,300																																																																				
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Total	21,500	9,800	31,300		0	0	0	31,300																																																																				
5	Personal Property ☐ Non-manufacturing ☐ Manufacturing																																																																											
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9	Select the appropriate statute and explanation why these taxes were rescinded or refunded.																																																																											
	Statute no(s). 70.43 - Assessor correction of error Explanation: Property is exempt																																																																											
	Additional explanation: (If you need more space, include as an attachment) Property owner filed exemption request for 2023 assessment year, they were not owners until after January 1, 2023. Exemption request should have been applied for the 2024 assessment roll. Exemption granted and correction made to 2024 assessment roll.																																																																											

9	Preparer name 	Email
	Daytime phone 	

KINGDOM AGENDA CHURCH INC
PO BOX 1227
GREEN BAY WI 54305

2024 Real Estate Tax Summary

04/02/2025 11:18 AM

Page 1 Of 1

Parcel #: 7-521
Alt. Parcel #:

231 - CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

Tax Address:
KINGDOM AGENDA CHURCH INC
PO BOX 1227
GREEN BAY WI 54305

Owner(s): O = Current Owner, C = Current Co-Owner
O - KINGDOM AGENDA CHURCH INC

Districts: SC = School, SP = Special
Type Dist # Description
SC 2289 GREEN BAY SCH DIST
BROWN COUNTY
SP 1300 NORTHEAST WI VTAE
SP 5040 G.B. METRO SEWER

Property Address(es): * = Primary
* 708 HARVEY ST

Abbreviated Description: **Acres:** 0.247
(See recorded documents for a complete legal description.)
10,747 SQ FT LOT 1 OF 30 CSM 281 MAP
4757 IN 1414818 BNG PRT OF LOT 2 & ALL
OF LOT 3 & N1/2 VAC ALLEY SLY BLK "B" MC
CORMICK & FLATLEY'S SUBD EX RR

Parcel History:
Date Doc # Vol/Page Type
01/19/2023 3027366 WD
2844756
2786023
2150615
J23640/57

Plat: * = Primary

Tract: (S-T-R 40¼ 160¼ GL) **Block/Condo Bldg:**

Tax Bill #:	8154700	Net Mill Rate	0.019922324	Installments	
		Gross Tax	682.44	End Date	Total
		School Credit	58.86	1 01/31/2025	277.00
Land Value	21,500	Total	623.58	2 07/31/2025	276.99
Improve Value	9,800	First Dollar Credit	69.59		
Total Value	31,300	Lottery Credit	0.00		
Ratio	0.7985	Net Tax	553.99		
Fair Mkt Value	39,200				
	Amt Due	Amt Paid	Balance		
Net Tax	553.99	0.00	553.99		
Special Assmnt	0.00	0.00	0.00		
Special Chrg	0.00	0.00	0.00		
Delinquent Chrg	0.00	0.00	0.00		
Private Forest	0.00	0.00	0.00		
Woodland Tax	0.00	0.00	0.00		
Managed Forest	0.00	0.00	0.00		
Prop. Tax Interest		0.00	16.62		
Spec. Tax Interest		0.00	0.00		
Prop. Tax Penalty		0.00	0.00		
Spec. Tax Penalty		0.00	0.00		
Other Charges	0.00	0.00	0.00		
TOTAL	553.99	0.00	570.61		

Interest Calculated For APR 2025

Payment History: (Posted Payments)

Date Receipt # Type Amount

Key: Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax

**RESOLUTION AUTHORIZING CANCELLATION
OF 2024 REAL ESTATE PROPERTY TAXES**

April 15, 2025

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

That, pursuant to the recommendation of the Finance Committee at its meeting of April 8, 2025, the real estate property taxes for 2024 for the following parcel is hereby rescinded.

<u>Parcel</u>	<u>Amount</u>
7-521 Kingdom Agenda Church 708 Harvey St	\$570.61

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # S.3

To approve the resolution to refund 2024 real estate taxes on parcel 8-224 to Open Door Housing, LLC on 728 St George St. for \$4,619.06.

BACKGROUND

This property should be considered exempt.

The city approves rescinded taxes or refunds to owners.

A request to charge back taxes to taxing jurisdictions will be sent to the WDOR in October 2025. The WDOR sends the chargeback determination in November 2025.

Green Bay Schools, 39%, Brown County, 20%, and NWTC, 4%, will reimburse the City's respected portion in February 2026.

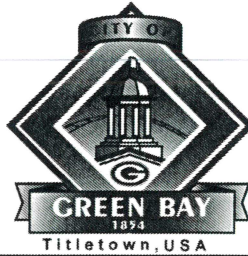
RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Rescinded 8-224 Open Door Housing



Office of the City Assessor

DATE: 04/01/2025
TO: Finance Committee
City of Green Bay
FROM: Matt Johnson
Appraiser
RE: Adjustment of **2024** Real Estate Tax Bill

Please be advised that I am recommending that the **2024** tax bill be adjusted for the following Real Estate parcel:

<u>Parcel #</u>	<u>Owner Name</u>	<u>ADDRESS</u>
8-224	Open Door Housing, LLC	728 St George St

Reason: Property was purchased by an exempt organization in 2023, but was left taxable on the 2024 assessment roll. Switch to exempt.

The 2024 assessed value of the Real Estate was \$230,800
The corrected 2024 Real Estate assessment is \$0

The 2024 tax bill has been paid in full.

Refund taxes according to this adjustment.

Cc: Diana Ellenbecker

Request for Charge Back of Rescinded or Refunded Taxes

(Sec. 74.41, Wis. Stats.)

DOR USE ONLY

Case no.

1	Assessment year 2024	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN																																																																								
2	☒ Real estate parcel no. 8-224 ☐ Personal property account no.			Is this parcel in a TID? ☒ No ☐ Yes TID no.																																																																								
3	Property owner name OPEN DOOR HOUSING LLC			Personal property category (see instructions) 																																																																								
4	<table border="1"><thead><tr><th colspan="4">Real Estate Assessment BEFORE Adjustment</th><th colspan="4">Assessment AFTER Adjustment</th><th>(g) Total Assessment Difference (c - f)</th></tr><tr><th>Class</th><th>(a) Land</th><th>(b) Improvement</th><th>(c) Total (a + b)</th><th>Class</th><th>(d) Land</th><th>(e) Improvement</th><th>(f) Total (d + e)</th><th></th></tr></thead><tbody><tr><td>1 Res.</td><td>11,800</td><td>219,000</td><td>230,800</td><td>1 Res.</td><td>0</td><td>0</td><td>0</td><td>230,800</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr><tr><td>Total</td><td>11,800</td><td>219,000</td><td>230,800</td><td></td><td>0</td><td>0</td><td>0</td><td>230,800</td></tr></tbody></table>				Real Estate Assessment BEFORE Adjustment				Assessment AFTER Adjustment				(g) Total Assessment Difference (c - f)	Class	(a) Land	(b) Improvement	(c) Total (a + b)	Class	(d) Land	(e) Improvement	(f) Total (d + e)		1 Res.	11,800	219,000	230,800	1 Res.	0	0	0	230,800									0									0									0									0	Total	11,800	219,000	230,800		0	0	0	230,800
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c.1	05 - 5040	Special district GREEN BAY METRO SEWER DISTRICT																																																																										
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9	Preparer name		Email																																																																									
			Daytime phone																																																																									

Total Due For Full Payment

OPEN DOOR HOUSING LLC
1660 CHRISTIANA ST
GREEN BAY WI 54303

2024 Real Estate Tax Summary

04/02/2025 11:37 AM

Page 1 Of 2

Parcel #: 8-224
Alt. Parcel #:

231 - CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

Tax Address:
OPEN DOOR HOUSING LLC
1660 CHRISTIANA ST
GREEN BAY WI 54303

Owner(s): O = Current Owner, C = Current Co-Owner
O - OPEN DOOR HOUSING LLC

Districts: SC = School, SP = Special

Type	Dist #	Description
SC	2289	GREEN BAY SCH DIST
		BROWN COUNTY
SP	1300	NORTHEAST WI VTAE
SP	5040	G.B. METRO SEWER

Property Address(es): * = Primary
* 728 ST GEORGE ST

Abbreviated Description: Acres: 0.135
(See recorded documents for a complete legal description.)
5,885 SQ FT GOTTFRIED LEIDELS ADDN LOT
19 BLK A

Parcel History:

Date	Doc #	Vol/Page	Type
07/24/2024	3069835		QCD
07/24/2023	3040915		WD
	2601526		
	2315818		
	2279832		
	1930091		

more...

Plat: * = Primary

Tract: (S-T-R 40¼ 160¼ GL) **Block/Condo Bldg:**

Tax Bill #:	8154930	Net Mill Rate	0.019922324	Installments		
		Gross Tax	5,032.13			
		School Credit	434.05			
Land Value	11,800	Total	4,598.08	1	01/31/2025	2,264.25
Improve Value	219,000	First Dollar Credit	69.59	2	07/31/2025	2,264.24
Total Value	230,800	Lottery Credit	0.00			
Ratio	0.7985	Net Tax	4,528.49			
Fair Mrkt Value	289,100					

	Amt Due	Amt Paid	Balance
Net Tax	4,528.49	4,528.49	0.00
Special Assmnt	0.00	0.00	0.00
Special Chrg	0.00	0.00	0.00
Delinquent Chrg	0.00	0.00	0.00
Private Forest	0.00	0.00	0.00
Woodland Tax	0.00	0.00	0.00
Managed Forest	0.00	0.00	0.00
Prop. Tax Interest		90.57	0.00
Spec. Tax Interest		0.00	0.00
Prop. Tax Penalty		0.00	0.00
Spec. Tax Penalty		0.00	0.00
Other Charges	0.00	0.00	0.00
TOTAL	4,528.49	4,619.06	0.00

Payment History: (Posted Payments)

Date	Receipt #	Type	Amount
03/11/2025	42424	T	4,619.06

Key: Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax

**RESOLUTION AUTHORIZING CANCELLATION
OF 2024 REAL ESTATE PROPERTY TAXES**

April 15, 2025

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

That, pursuant to the recommendation of the Finance Committee at its meeting of April 8, 2025, the real estate property taxes for 2024 for the following parcel is hereby rescinded.

<u>Parcel</u>	<u>Amount</u>
8-224	\$4,619.06
Open Door Housing, LLC	
728 St. George St	

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # S.4

To approve the purchase of 13-ea Motorola APX 6500 radios from Motorola Solutions for the Police Department for a total of \$65,340.47.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Finance Request Police Radios 4-8-2025



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

Phone 920.448.3047
Fax 920.448.3050

3/31/2025

Finance Committee 4/08/2025.

Consideration and possible action to approve the purchase of 13-ea Motorola APX 6500 Radios for the Police Department. Total cost for the Purchase is \$65,340.47. The purchase will be split funded through the 2024 JAG Grant and 2025 Bonding.

JAG Grant 825300-55501-27342 for a total of \$44,431.00

2025 Bonding 423300-55501-27339 for a total of \$20,909.47

Radios are being purchased on the WSC # 50ENT-022-SAFTEYCOMM-00 / 19860 NASPO 00318

Respectfully Submitted,

Thomas Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

Green Bay Police Department

Approved Funds: 2025 Bond and 2024 JAG grant

Requisition #86

Department Contact for this Requisition: Marc Opicka @ 0269

Purchase request: (13) APX6500 7/800 Mobile Radios

Cost: \$65,340.47

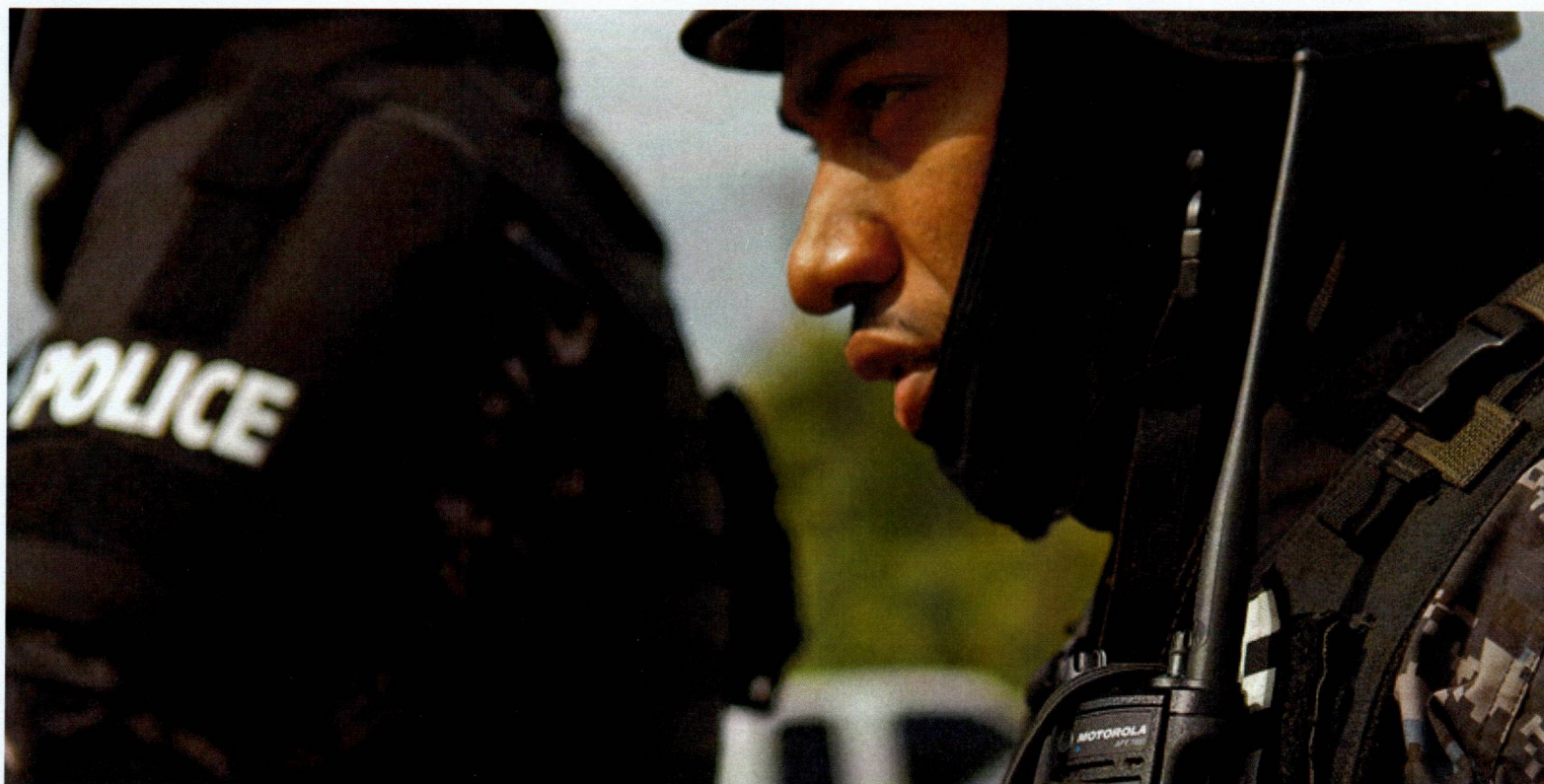
Account Number: See Below

Created and Approved by Rick Jurkanis 3/19/25

Please see attached quote for specifications and work with department contact to finalize specifications. Vendor is Motorola Solutions. Approved State Contract Price. Please confirm the quote before issuing purchase order.

Please use the following funding sources:

- | | | | |
|----|-------------|----------------|--------------------|
| 1. | \$44,431.00 | 2024 JAG grant | 825300-55501-27342 |
| 2. | \$20,909.47 | 2025 Bond | 423300-55501-27339 |



GREEN BAY POLICE DEPT, CITY OF

Green Bay Police; (13) APX6500 7/800 Mobile Radio

02/14/2025

02/14/2025

GREEN BAY POLICE DEPT, CITY OF
100 N JEFFERSON ST
RM 101
GREEN BAY, WI 54301

RE: Motorola Quote for Green Bay Police; (13) APX6500 7/800 Mobile Radio

Dear Marc Opicka,

Motorola Solutions is pleased to present GREEN BAY POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide GREEN BAY POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Eric Schroeder at eschroeder@baycominc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Eric Schroeder
Communications Consultant

Motorola Solutions Manufacturer's Representative



QUOTE-3009263
Green Bay Police; (13) APX6500
7/800 Mobile Radio

Billing Address:
GREEN BAY POLICE DEPT, CITY
OF
100 N JEFFERSON ST
RM 101
GREEN BAY, WI 54301
US

Quote Date:02/14/2025
Expiration Date:03/28/2025
Quote Created By:
Eric Schroeder
Communications Consultant
eschroeder@baycominc.com
9205444203

End Customer:
GREEN BAY POLICE DEPT, CITY OF
Marc Opicka
Marc.opicka@greenbaywi.gov
920-448-0269

Contract: 19860 - NASPO 00318
Payment Terms:30 NET

WISCONSIN STATE CONTRACT # 505ENT-O22-SAFETYCOMM-00

19860 - NASPO 00318

Radio programming in needed will be invoiced separately at \$85 per radio.

Line #	Item Number	Description	Qty	List Price	Contract Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500			
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	13	\$3,518.00	\$2,568.14
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	13	\$6.00	\$4.38
1b	G51AU	ENH: SMARTZONE OPERATION APX6500	13	\$1,320.00	\$963.60
1c	G67DT	ADD: REMOTE MOUNT E5 APXM	13	\$327.00	\$238.71
1d	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	13	\$66.00	\$48.18
1e	G843AH	ADD: AES ENCRYPTION AND ADP	13	\$523.00	\$381.79
1f	G444AH	ADD: APX CONTROL HEAD SOFTWARE	13	\$0.00	\$0.00
1g	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	13	\$15.00	\$10.95
1h	W116AQ	ADD: EXTRNL ALARM RELAY AND CBL APX	13	\$83.00	\$60.59
1i	G806BL	ENH: ASTRO DIGITAL CAI OP APX	13	\$567.00	\$413.91



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Contract Price
1j	GA01670AA	ADD: APX E5 CONTROL HEAD	13	\$717.00	\$523.41
1k	W22BA	ADD: STD PALM MICROPHONE APX	13	\$79.00	\$57.67
1l	W969BG	ENH: MULTIKEY OPERATION	13	\$363.00	\$264.99
1m	G361AH	ENH: P25 TRUNKING SOFTWARE APX	13	\$330.00	\$240.90
1n	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	13	\$0.00	\$0.00
1o	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	13	\$0.00	\$0.00
1p	QA09113AB	ADD: BASELINE RELEASE SW	13	\$0.00	\$0.00

Grand Total**\$65,340.47(USD)****Notes:**

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the Legal Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a case number.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # S.5

To approve the Enterprise Resource Planning (ERP) software annual support and maintenance contract extension with Tyler Technologies for a 3-year commitment of \$512,314.37.

BACKGROUND

Tyler Munis Enterprise Resource Planning (ERP) software was installed in 2013 and has been live since with upgrades almost annually. ERP is the software that manages the City of Green Bay, Green Bay Water, Transit, and CDBG. Current modules include:

Financial modules: General ledger, budget, purchasing; cash management, performance-based budgeting, project management, and contracts

Human Resources: Employee record retention, payroll, recruiting, risk, and employee expenses

General Revenues: Accounts receivable and invoicing

System: Software client access, licenses, forms, content manager, reporting, and system management support

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Tyler ERP contract extension



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

Phone 920.448.3047
Fax 920.448.3050

4/02/2025

Finance Committee 4/08/2025.

Consideration and possible action to approve the Enterprise Resource Planning (ERP) software annual support and maintenance. This includes the Contract Restructure Amendment to Extend the Parent Contract with Tyler Technologies for an Additional 36 months. Current Contract runs until November 2025 - Extension would start upon completion of current contract. Negotiation of this contract early locked in savings for The City of Green Bay. Upon the expiration of this Amendment The City of Green Bay will be moving data to the SaaS Solution (Cloud). The next 36 months The City of Green Bay will remain on the Self Hosted Servers. Total Cost for this 3-year commitment will be \$512,314.37

Account Code # 101120-53020 IT Budget Expense

11/01/2025	\$162,510.51
11/01/2026	\$170,636.03
11/01/2027	\$179,167.83

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Green Bay, with offices at 100 N. Jefferson Street, Green Bay, Wisconsin 54301 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated September 30, 2013 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Fees for the next three (3) Annual Support and Maintenance renewals, beginning November 1, 2025 and ending October 31, 2028, shall be subject to not more than a five percent (5%) over the previous year fees. Subsequent annual renewals will be at our then current rates.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Green Bay, Wisconsin

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGREEMENT

This agreement ("Agreement") is made this 30th day of September 2013 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Green Bay, with offices at 100 N. Jefferson Street, Green Bay, Wisconsin 54301 ("Client").

WHEREAS Client issued a Request for Proposal on June 20, 2012 for the purpose of acquiring Enterprise Resource Planning (ERP) Software and Implementation ("System");

WHEREAS Tyler responded to Client's Request for Proposal with a Proposal dated August 1, 2012;

WHEREAS Client, on August 20, 2013, awarded Tyler the contract for furnishing, delivering, installing, and implementing the specified System;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. OSDBA service, if purchased by Client, currently includes the cost of new media and technical assistance to accommodate one (1) transfer every two (2) years. Client shall provide advance written notice to Tyler of any such transfer.
- e) Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party.
- f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler User

Guides for internal use only.

h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products ("Tyler Source Code"). At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee (currently \$756) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary. In the event Client receives the Tyler Source Code pursuant to this section, Client may access, reverse engineer and/or decompile the Tyler Source Code for the sole purpose of continuing the benefits afforded to Client by this Agreement. Client shall be obligated to maintain the confidentiality of the Tyler Source Code.

i) In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software fees set forth in the Investment Summary.

3. Verification of the Tyler Software Products.

Client shall select one (1) of the following two (2) options within thirty (30) days of installation by providing written notice to Tyler in accordance with Section E(19):

a) Within thirty (30) days after the Tyler Software Products have been installed on Client's hardware, Tyler shall verify the Tyler Software Products by demonstrating to Client that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which demonstration will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client; or

b) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Client shall use its own process to verify that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client.

c) Verification as described herein will be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler will correct the cause thereof. In the event Tyler cannot correct the cause thereof, Client may invoke its rights under Section A(4).

d) Tyler shall promptly correct any functions of the Tyler Software Products that failed verification.

4. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the aforementioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3). Should Tyler be unable to cure a Defect or provide a replacement product within two (2) years from the Effective Date, Client will be entitled to a refund of the entire Software fee paid for the Defective Tyler Software Product. Should Tyler be unable to cure a Defect or provide a replacement product after two (2) years from the Effective Date, Client will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date. The foregoing refund will be Client's sole remedy should Tyler be unable to cure the Defect or provide a replacement product.

5. Intellectual Property Infringement Indemnification.

a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

b) Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

- i. Promptly notifies Tyler in writing of any such claim;
- ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
- iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
- ii. Client's combining the Tyler Software Product with devices or products not provided or approved in writing by Tyler;
- iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
- iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
- v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
- vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) Remedy.

i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:

- (a) Procure for Client the right to continue using the infringing Tyler Software Products;
 - (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing;
- or

(c) Terminate Client's license for the infringing Tyler Software Product and refund to Client (i) the entire Software fee paid for the infringing Tyler Software Product if the infringement occurs within two (2) years from the Effective Date; or (ii) the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, if the infringement occurs after two (2) years from the Effective Date.

ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

6. Limitation of Liability. In no event will Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. Except as otherwise expressly set forth in this Software License Agreement, Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the amount of Software

fees set forth in the Investment Summary and paid by Client. Such License fees reflect and are set in reliance upon this limitation of liability.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Services. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

2. Professional Services Fees.

- a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Implementation services will be invoiced in half-day and full-day increments.
- b) Verification in accordance with Section A(3)(a) will be billable to Client at the rate for Implementation services set forth in the Investment Summary.
- c) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Tyler will make commercially reasonable efforts to utilize lodging recommended by Client, provided such lodging is clean, safe and a reasonable distance from Client's offices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

3. Additional Services.

- a) Implementation services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates. Notwithstanding the foregoing, Tyler will hold the implementation services rate of \$1,175 per day in place for a period of twenty-four (24) months from the Effective Date.
- b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have sixty (60) calendar days from the date the estimate is provided to approve the amendment.

4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the amount of Consulting, Training, Conversion, and other miscellaneous Services fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

5. Cancellation. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel.

6. Services Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

SECTION C – MAINTENANCE AGREEMENT

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.

2. Term of Agreement. This Maintenance Agreement is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. Notwithstanding the foregoing, Tyler will not increase annual maintenance fees on the Tyler Software Products set forth in the Investment Summary as of the Effective Date by more than the following percentages over the previous year's maintenance fees, based on the undiscounted year one (1) maintenance fees:

Year 2: 0%
Year 3: 3%
Year 4: 4%
Year 5: 4%
Year 6: 6%
Year 7: 6%
Year 8: 7%
Year 9: 7%
Year 10: 7%

3. Payment.

- a) Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees.
- b) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Section C(5), including materials and expenses, will be billed to Client at Tyler's then current rates.
- c) Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon Client's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, Tyler shall:

- a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
- b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.
- c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
- d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
- e) Provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
- f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

5. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

6. Client Responsibilities.

a) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

b) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain a modem or VPN for backup connectivity purposes. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.

7. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the Maintenance fees paid to Tyler during the twelve (12) months prior to the claim. Such Maintenance fees reflect and are set in reliance upon this limitation of liability.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").

2. License of System Software.

a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.

b) The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.

c) The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. OSDBA service, if purchased by Client, currently includes the cost of new media and technical assistance to accommodate one (1) transfer every two (2) years. Client shall provide advance written notice to Tyler of any such transfer.

d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.

e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.

f) Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.

- a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
- b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.
- c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

7. Maintenance.

- a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.
- b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.
- c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

8. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(19). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Invoice Dispute.

- a) In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice containing details of the dispute to Tyler within thirty (30) calendar days of receipt of the applicable invoice. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.
- b) Any invoice not disputed as described above will be deemed accepted by Client. In the event Client fails to pay an invoice or a portion of an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice, Tyler reserves the right to suspend delivery of the associated services.

3. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

- a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.
- b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

4. Indemnification.

- a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct third party claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.
- b) Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct third party claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. Client or Tyler will notify the other party in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of the other party's receipt of written notice from Client or Tyler, the following procedure will apply:

a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.

b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

All meetings and discussions of the Dispute Resolution Group will be deemed settlement discussions not admissible as evidence under Federal Rule of Civil Procedure 408 or any similar applicable state admissibility rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.

9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

14. Termination. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

15. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

16. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

17. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

18. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

19. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

- 1) Actually received,
- 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- 3) Upon receipt by sender of proof of email delivery, or
- 4) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
1 Tyler Drive
Yarmouth, ME 04096
Attention: Contracts Manager

City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301
Attention: J.T. Administrator

20. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

21. Insurance. Prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;

- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

22. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; or
- e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

23. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

24. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

25. Shipping. Delivery will be F.O.B. shipping point.

26. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

27. Tyler Forms Processing. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

28. Payment Terms.

- a) Tyler shall invoice Client \$98,925 upon the Effective Date. Such amount equals 25% of the Tyler software license fees.
- b) Tyler shall invoice Client \$220,850 when Tyler has made the Tyler Software Products available to Client for downloading. Such sum equals:
 - 50% of the Tyler software license fees (\$197,850)
 - 100% of the System Software license fees (\$23,000)

- c) Tyler shall invoice Client the Hardware fees of \$1,650 upon delivery of such Hardware.
- d) Tyler shall invoice Client \$4,600 upon installation of the Tyler Software Products. Such amount equals 100% of the year 1 System Software maintenance fee.
- e) Tyler shall invoice the Project Planning Services fee of \$9,000 upon delivery of the Implementation Planning document.
- f) Tyler shall invoice Client \$98,925 upon use of a Tyler Software Product in live production, not to exceed twenty-four (24) months from the Effective Date. Such amount equals 25% of the Tyler software license fees.
- g) Tyler shall invoice Client fees for Services, plus expenses, if and as provided/incurred.
- h) Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification in accordance with the specifications. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.
- i) Service rates do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. A detailed summary of Tyler's current Business Travel Policy is attached hereto as Exhibit 4.
- j) Payment is due within thirty (30) days of the invoice date.
- k) The year 1 Tyler software maintenance fees of \$99,613 for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Maintenance fees will be due on the anniversary of the installation date of the Tyler Software Products.
- l) The year 1 Payroll Tax Table Update fee of \$1,000 for the one (1) year period commencing upon installation of the Tyler Software Products is hereby waived. Subsequent annual Payroll Tax Table Update fees will be due on the anniversary of the installation date of the Tyler Software Products.

29. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies Inc. – Operating

30. Annual Payroll Tax Table Update. Annual Payroll Tax Table Update service will renew automatically for additional one (1) year terms at Tyler's then-current Annual Payroll Tax Table Update service fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

31. Optional Items. Pricing for optional products and services shall be valid for twenty-four (24) months from

the Effective Date.

32. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

33. Contract Documents. This Agreement includes the following exhibits:

- Exhibit 1 – Investment Summary
- Exhibit 2 – Verification Test
- Exhibit 3 – Support Call Process
- Exhibit 4 – Business Travel Policy
- Exhibit 5 – Adobe End User License Agreement
- Exhibit 6 – City of Green Bay, Wisconsin Request for Proposal #2238 (“RFP”)
- Exhibit 7 – Tyler’s Proposal Dated August 1, 2012 (“Proposal”)

34. Order of Precedence. In the event of conflict among the contract documents listed in Section E (33), the following order of precedence shall apply:

1. This Agreement, excluding Exhibit 6 – RFP and Exhibit 7 – Proposal
2. Exhibit 7 – Proposal
3. Exhibit 6 – RFP

35. Bankruptcy. In the event that Tyler files for or is the subject of bankruptcy proceedings, it is the agreement and intent of the parties that this Agreement shall be governed by 11 U.S.C. § 365(n).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

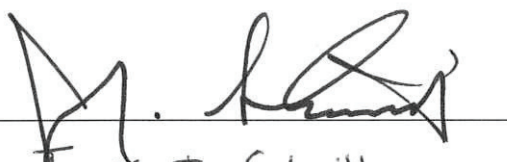
Tyler Technologies, Inc.
ERP and Schools Division

By: 
Name: James J. Hurley

Title: Vice President of Sales

Date: August 23, 2013

City of Green Bay

By: 
Name: James J. Schmitt

Title: Mayor

Date: 8/26/13



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # S.6

To approve the Asset Variance Procedure to be added to the City of Green Bay Procurement Manual.

BACKGROUND

The Procurement Manual was approved by Common Council in June 2024.
Staff are recommending adding the Asset Variance Procedure to the existing manual.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Finance Request Purchase Variance Procedure 4-8-2025 Complete V3
2. City of Green Bay Procurement Manual Approved 6-2024



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

Phone 920.448.3047
Fax 920.448.3050

4/03/2025

Finance Committee 4/8/2024.

Consideration and possible action to approve the Asset Variance Procedure to be added to the City of Green Bay Procurement Manual. We have identified a need to report Purchases when change orders are created after orders are placed and acknowledged. Any amount below \$50k can be approved and processed by Department Heads and Directors. Anything over \$50k would be reported out to Finance and Council Monthly. This change will bring consistency and compliance to the process. This has come to light lately on some of the long lead time items on order. This will allow transparency to approved amounts and final cost on items. This new procedure does not include DPW Construction Projects or the Transit Department they both have mechanisms in place to monitor and approve these items.

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski Procurement Manager
City of Green Bay



Purchasing Department
100 North Jefferson Street • Room 410
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

Subject: Review of Proposed Change Order Procedure

Good Afternoon Senior Staff,

The Purchasing Department has identified a need for a procedure to address purchase orders that require change orders between issuance and final delivery. The attached document outlines a process to track these modifications—both increases and decreases—while aligning with our current approval system requirements and ensuring that change orders are properly documented and justified.

Please review the attached document and provide any feedback that could enhance the efficiency of this procedure. Once a final draft is developed, the Purchasing Department intends to integrate it into our existing Purchasing Policies and Procedures through the Finance Committee and Council approval process.

Reason for Implementation:

Recent purchases have resulted in over \$50K in change orders. While these modifications have improved the final product and ensured that deliveries meet the City's expectations, a formalized process is needed to manage these changes effectively. Change orders are sometimes necessary when we realize that different specifications better suit our needs after the initial order.

Additionally, the proposed procedure includes a de-escalating scale based on purchase amounts. While not an exact science, this framework will help keep us within a reasonable range that aligns with industry standards.

Your input is valuable, and we appreciate your time in reviewing this proposal.

Best regards,

Thomas Walenski

THOMAS J. WALENSKI

Procurement Manager

City of Green Bay
Purchasing Department
920.448.3048
greenbaywi.gov



CITY OF GREEN BAY

Asset Purchase Variances

All approved purchases of the City of Green Bay are to be tracked and if purchases are changed from approval amount, below is the mechanism that would trigger re-approval of additional expense.

The chart below is a guide that explains who can approve these Change Orders depending on the level and amount of the changes.

Total Approved Purchase	Percentage of Allowance	Approved By
\$0 to \$100,000	5%	Department Director
\$100,001 to \$250,000	2.5%	Department Director Under \$50k
\$250,001 to \$500,000	1.5%	Department Director Under \$50k over Council report out
\$500,001 to 1,000,000	1%	Department Director Under \$50k over Council report out
Over \$1,000,000	.05%	Department Director Under \$50k over Council report out

This amount includes any added freight that wasn't recognized on the original approval.

Requirement: Any change orders must be approved by the representing City of Green Bay Department and the Vendor. Documentation should include a list of any change orders with description and cost difference, both parties need to sign off this document before the change is acknowledged.

The Director /Department Head will maintain copies of all change orders and supporting documentation this information will be included in the Purchasing file as back-up/justification of this activity. Department representative and Director are responsible to forward documentation to the Purchasing Department.

This does not include Construction activity. This is for Asset Purchases only. Construction Agreements include contingency and that is the allowance for those purchases. Transit would handle their own Variances through the Transit Commission

If Change Orders require a report out to City of Green Bay Council, Purchasing will be generating Monthly report for the Council through the Finance Committee. This report will include the approved amount and the new total with the accepted change orders.

Please call Purchasing at (920) 448 – 3048 with questions.



City of Green Bay

Purchasing Department

Procurement Manual

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1. **Purchasing Department Mission**

The mission of the Purchasing Department is to assist all City Departments in the effective and efficient procurement of goods and services that are consistent with quality and delivery needs at the lowest possible cost and overall best value for the City. The Purchasing Department provides leadership in procurement to ensure the City's process is fair, competitive, efficient, and conducted under strict ethical guidelines.

2. **General Information**

Fair and open competition is a core principle of public procurement and inspires public confidence that goods and services are procured equitably and economically. Documentation of the acts taken and effective monitoring mechanisms are important means of avoiding improprieties and establishing public confidence in the procurement process. It is the duty of all City staff to maintain the public trust by adhering to City standards of professional conduct and ethical behavior. All City personnel are responsible for maintaining the integrity of the procurement process and will be held accountable for actions taken that do not conform to the established procurement process.

3. **Applicable Laws, Codes, and Ordinances**

All City purchases shall be made in accordance with all Federal, State, and Local Laws, Codes and Ordinances. Purchasing authority is granted by section 66.0131 of the Wisconsin Statutes and by [Section 1.76 of The City of Green Bay Code of Ordinances](#). Except where more restrictive by City Ordinance or defined in this manual, all procurement functions will follow the laws and guidelines set forth by the [State of Wisconsin State Procurement Manual](#). The Procurement Manager along with designated senior staff have the authority to require more restrictive requirements over the State Procurement Manual should it be determined it is in the best interest of the City.

4. **Roles and Responsibilities**

The general roles and responsibilities regarding procurement are as follows:

- **Procurement Manager**
 - Provide oversight and leadership for procurement related policies and procedures.
 - Conduct formal competitive solicitations such as bids, proposals, quotes, etc.
 - Conduct negotiations for professional services.
 - Provide procurement information to City leadership when necessary.
 - Attend Committee or City Council meetings when necessary to discuss and advise on purchasing issues and the results of bids and proposals.
 - Delegate procurement authority to Departments when appropriate.
 - Approve sole source and single source purchases.
 - Approve requests to waive the competitive solicitation process when appropriate with written justification from Departments.
- **Purchasing Staff**
 - Provide procurement support to City staff.
 - Conduct formal competitive solicitations such as bids, proposals, quotes, etc.
 - Process requisitions, purchase orders, and P-Card statements via ERP system.
- **Department Heads/Managers**
 - Identify the needs of the Department, develop specifications, scope of work, etc.
 - Communicate Department needs to the Purchasing Department and plan appropriate procurement methods.

- Approve Department purchases for goods within budget authority.
- Approve Department purchases for goods and services for \$50,000 or less within budget authority.
- Seek approval from and report purchases to the City Council when appropriate.
- Create written justifications for sole source/single source purchases or written requests to waive the competitive solicitation process for approval by the Procurement Manager.
- Department Staff
 - Identify the needs of the Department, develop specifications, scope of work, etc. Communicate those needs to the Purchasing Department.
 - Seek approval from Department Head/Manager when appropriate.
 - Review bids for compliance with specifications as needed.
 - Verify delivery of goods and services and if they meet the specifications and/or scope of work.

5. Purchasing Process Basics

The goal of all successful procurements is to get it right:

Right Goods or Services
Right Quantity
Right Time
Right Place
Right Price

The Process can be broken down into a few basic steps:

Step One - Identify the Need (Requesting Department):

This is the most critical step to a successful procurement. All needs must be identified including:

- Determine exact specifications and quantity for products.
- Right sizing for vehicles and equipment
- Does it need to be compatible with current equipment or software?
- Detailed scope of work for services.
- When the product or service is needed.
- Description of how products or services will be delivered and to where.
- Are installation, training, or future maintenance services required?
- Estimated cost and budget availability.
- Secure approvals to proceed with the purchase.

Step Two – Procurement (Requesting Department and Purchasing Department)

- Check surplus – does another Department have what is needed in surplus or the ability to provide the services?
- Work with the Purchasing Department to identify the correct procurement method – open market, cooperative purchases, quotes, bids, proposals, sole source, etc.
- Conduct the procurement, and if necessary use a competitive process.
- If necessary, work with the Purchasing Department and Law Department to negotiate and execute a contract agreement with the selected vendor.
- Place the order.

Step Three –Receiving goods or services (Requesting Department)

- Verify delivery/service dates and follow up if necessary.
- Inspect deliveries thoroughly and report any deficiencies in quality or quantity immediately.
- Receive on the purchase order (if applicable) in the ERP system.

Step Four – Payment Processing (Requesting Department/Purchasing Department/Finance Department)

- Verify that product or services have been received and are in good order.
- Match invoices with the original order and packing slips.
- Submit invoice for payment

6. Developing Specifications

Specifications establish the design, type of construction, quality, functional capability and performance level desired. Identify the need and the key factors to fulfill the need completely. Be specific, identify grade, type, or other industry standards that must be met. It is very difficult to disqualify a poor quality product if the specifications are vague or limited.

Specifications may include:

- Type of construction or materials.
“Product shall be stainless steel” is typically not specific enough in most cases.
“Product shall be 20 gauge 304 stainless steel” is a much better specification.
- Minimum level of performance required.
“High capacity fan” is typically not specific enough in most cases.
“Fan shall be 50 CFM (cubic feet per minute) minimum” is a much better specification.
- Physical characteristics, size, weight, color, shape, etc.
“Lightweight design” is typically not specific enough in most cases.
“ Product weight shall not exceed 20 lbs.” is a much better specification.
- Delivery and installation requirements. Is the City responsible for unloading the product from the vendor’s truck? Does the product need to be unloaded by the vendor and set in a specific location? Is the vendor required to install the product?
- Quantity and packaging requirements. 1000 items loose in a box or 10 bundles of 100?
- Warranty requirements.
- Training requirements.
- This or equal quality. Identify a specific product (by manufacturer and part number) that meets all our needs and allow bidders to bid that product or an alternate product of equal quality.
- Scope of services. Include method of service delivery, onsite, online, phone, etc. Identify timeliness of service delivery, response time, lead time, time to complete project. Describe in detail what is required including outcomes desired.

7. Procurement Thresholds and Approval Levels

Procurement process thresholds:

- Purchases less than \$10,000 may be purchased on the open market by Departments directly if the pricing is generally known to be fair. Quotes should be used when an appropriate price is unknown.
- Purchases of \$10,000-\$24,999 may be made only after using a competitive process determined by the Purchasing Department. Competitive processes include, but are not limited to, Simplified Bidding (See 8.1), Request for Bid (RFB), Request for Proposal (RFP), Request for Quote (RFQ), and Cooperative Purchase Contracts.

- Purchases of \$25,000 or greater may only be made after using a Sealed Competitive process as determined by the Purchasing Department. Sealed processes include Request for Bid (RFB) and Request for Proposal (RFP) (see sections 8.3 and 8.4).
- If a dollar value is unknown or additional information about a product or service is needed to form a bid or proposal packet, a Request for Information (RFI) will be issued to determine scope and estimated cost.

Approval Levels:

- All purchases of \$50,000 and greater must be brought to the Common Council for approval.

8. Procurement with Special Funds

In the event that a procurement is needed when the purchase will be made utilizing specified funds such as, but not limited to, grants, loans, Federal or State funds, those procurements shall be done in accordance to the rules and regulations associated with those funds. At no time shall the procurement violate any rules or stipulations attached to the funds.

9. Procurement Methods

The following methods are approved competitive processes to be used in the procurement process. The Purchasing Department should be contacted to determine the best method for a particular procurement. The Procurement Manager shall have the final authority on the method of procurement to be used. Consultation with the law department will be done when necessary (as determined by the Procurement Manager) on final contract documents.

9.1 Simplified Bidding ([State Procurement Manual PRO-C-8](#))

Simplified Bidding is a method of procurement used when the estimated cost of a transaction is \$10,000-\$24,999. Simplified bidding takes place when three or more qualified suppliers are solicited to submit quotes on a procurement. However, "three or more" is a minimum. The definition of "three or more" bidders is not to be used to restrict competition or to prevent qualified bidders from quoting on procurements.

Procedure:

- A. The Department first determines the estimated cost of the procurement. To establish whether the simplified bidding process is appropriate or if the Purchasing Department must facilitate the solicitation. The Department will use the estimated dollar amount applicable to the entire contract duration in determining if Simplified Bidding is appropriate.
- B. When the estimated cost is less than \$10,000 the Department may award to the vendor judged best able to supply ("best judgment"). In choosing a vendor, the following should be considered: location of delivery point, quality of articles to be supplied, price of articles, conformity with specifications, purpose for which articles are required, and date of delivery.
- C. When the estimated cost is \$10,000 through \$24,999, the requesting Department solicits and compares, whenever possible, a minimum of three bids from qualified bidders from any of the current sources below:
 1. Price lists,
 2. Quotes on file, or
 3. Written quotes.

E-mail quotes from vendors are considered written documentation of a bid. Phone and verbal quotes should be confirmed in writing by the vendor. The Department must have a procedure to check the

invoice against the purchase order/charged to assure proper pricing. The Department is responsible for ensuring that purchases do not exceed \$10,000. If a Department feels it is in the best interest to use simplified bidding on purchases greater than \$10,000 they should contact the Procurement Manager to discuss and justify this request.

- D. Once all bids are obtained the Department shall review and select the lowest, qualified, responsible bidder to provide the goods and/or services. If a Purchase Order is to be issued all applicable quotes must be attached to the requisition submitted in the Enterprise Resource Planning (ERP) system by the requesting Department. If a P-card is used for the purchase, all quotes should be attached to the P-Card statement in which the purchase was made on. The Purchasing Department will conduct random audits of Simplified Bidding processes conducted by Departments. If it is found that a Department violates purchasing policies on a recurring basis, reeducation on the process may be required. In extreme circumstances purchasing authority delegation may be taken away from that Department.
- E. If at any time you would like assistance from the Purchasing Department with this process and/or obtaining quotes please reach out to via email at purchasingag@greenbaywi.gov or by calling x3047.

Recordkeeping:

- A. Documentation of all simplified bidding transactions is required.
 - 1. When the cost is less than \$10,000, the Department shall keep documentation related to the purchase on file in the Department office.
 - 2. When the estimated cost is over \$10,000 all quotes obtained should be attached to the P-Card transaction or the requisition submitted via the ERP system by the requesting Department. The Department must have a procedure in place to check the accuracy of the invoice.

9.2 Request for Quote (RFQ)

A Request for Quote is a competitive solicitation process in which Purchasing Department staff utilizes procurement resources to reach a broad pool of potential suppliers. Purchases of \$10,000 up to \$25,000 will generally, but not always, utilize this process. Purchases of \$10,000 and greater require communication with the Purchasing Department. The RFQ process is meant to be an agile tool for competitive solicitation of quotes and depending upon complexity, will generally take about 1-3 weeks to complete.

Process:

- The Department shall identify the need, notify the Purchasing Department (via phone, email, or requisition), and develop detailed specifications. Purchasing can assist with the specification development if necessary.
- The Purchasing Department shall incorporate the specifications into a standard RFQ template and work with the Department to determine a schedule.
- The Purchasing Department shall conduct the RFQ process, advertise the solicitation, and open the quotes received.
- The Purchasing Department will assist Departments in reviewing quote responses and making recommendations for award. RFQs shall be awarded to the lowest responsive, responsible bidder that meets all the needs, terms, conditions and specifications.
- The Purchasing Department shall work with the Department in creating the final contract document (if necessary).

9.3 Request for Bid (RFB)

A Request for Bid is a formal solicitation that is conducted by the Purchasing Department for goods and services for \$25,000 or more and that can be defined with clear specifications. The RFB process is a formal solicitation and depending upon complexity can take 3-4 weeks to complete.

Process:

- The Department shall identify the need, notify the Purchasing Department, and develop detailed specifications. Purchasing can assist with the specification development if necessary.
- The Purchasing Department shall incorporate the specifications into a standard bid template and work with the Department to schedule the bid.
- The Purchasing Department shall conduct the bid process, advertise, collect questions, work with the Department on answers/addenda, and open the bids.
- The Purchasing Department will assist Departments in reviewing bid responses and making recommendations for award. Bids shall be awarded to the lowest responsive, responsible bidder that meets all the needs, terms, conditions and specifications.
- The Purchasing Department shall assist the Department in creating the final contract document or purchase order.

9.4 Request for Proposal (RFP)

A Request for Proposal is a formal solicitation conducted by the Purchasing Department that is used for goods and/or services that are not able to be clearly defined, outcome requirements that have multiple methods to accomplish, or for projects for which the skill or quality of the Contractor needs to be weighed with the cost. RFP solicitations are weighted and scored by an evaluation team and awarded to the highest scoring proposer. RFP's are complex formal solicitations and the entire process including advertising, evaluation, and scoring can take 4-6 weeks.

Process:

- The Department shall identify the needs and notify Purchasing Department.
- Purchasing Department will work with the Department to develop proposal requirements and response requirements, a scoring matrix for each requirement and a format for submitting costs.
- Purchasing Department shall incorporate the requirements into a RFP template and work with the Department to schedule the RFP.
- Purchasing Department shall facilitate the RFP process, advertise, collect questions, work with the Department on answers/addenda, and collect the submittals.
- Purchasing Department will assist in negotiating contract price and terms with the awarded proposer.
- Purchasing Department will work with Corporation Counsel and the Department in creating the final contract document.
- Purchasing Department will report the results of the RFP process to the Department for the Department's discussion and action, if any.

9.5 Request for Information (RFI)

A Request for Information is a type of request used when information and pricing is not readily available for goods, professional services, specialized services or specific construction projects that require a higher degree of skill than usual. The Request for Information may be used to create a short list of vendors for either direct negotiation or bid requests.

9.6 Professional Services

Professional Services do not require a competitive process. Examples of professional services include but are not limited to Banking, Financial, Consulting, Legal Counsel, Medical, Architecture and Engineering, and Real Estate services. Just because a service can be labeled as a professional service does not mean bypassing the competitive process is the best approach. Please consult with the Purchasing Department if you have questions regarding obtaining professional services.

9.7 Cooperative Purchasing

The City may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of goods and services. Cooperative purchases shall be made in accordance with public procurement principles of open and equitable competition. The City may also purchase from any other government entity without the intervention of bids, Section 66.0131 (2) Wisconsin Statute.

Common cooperative purchasing contracts include:

- State of Wisconsin Cooperative Contracts
- National Purchasing Cooperatives
- General Services Administration (GSA) Schedule 70 & 84

State of Wisconsin and UW contracts may be searched on VendorNet:

<http://vendornet.state.wi.us/>

GSA contracts may be searched at:

<https://www.gsaadvantage.gov>

9.8 Used Equipment Purchases

The purchase of used equipment from vendors when, in the discretion of that Department's respective head, the purchase of said used equipment will result in considerable savings to the City, shall be submitted to the Procurement Manager or Procurement Manager's designee for review and approval for waiving requirements of the competitive process. Respective Department head must provide written justification to Procurement Manager or Procurement Manager's designee for review and approval.

9.9 Sole Source/Single Source Purchasing

"Sole Source Purchasing" is a procurement process initiated with a specific vendor without competition who has a unique product or service. The product or service has to be truly unique in design or service method, not just a preferred brand or service provider. Purchases that are considered "sole source" must be approved by the Procurement Manager prior to purchase.

"Single Source Purchasing" is a procurement process initiated with a specific vendor without completion who has a product or service that is offered by other vendors, but the specific product/service offered by the vendor is desired (ex. purchasing a specific product that matches other already purchased products for parts and maintenance compatibility.) Purchases that are considered "single source" must be approved by the Procurement Manager prior to purchase.

The ["No Substitute" form](#) must be completed and submitted to the Procurement Manager for approval of these purchases.

10. Public and Legal Notices [\(State Procurement Manual PRO-C-6\)](#)

The following defines notice types and when they are required to be used:

1. "Legal Notice" means an advertisement of procurement in the Green Bay Press Gazette
2. "Public Notice" means a posting of a procurement to the official designated website. Posts to Wisconsin VendorNet will automatically create a public notice. Posting to the DemandStar website shall also be part of public notice.

Any Request for Bid or Request for Proposal where the estimated cost is to be more than \$50,000 (greater than \$5,000 for public construction projects) shall be advertised with both Legal and Public notices. Two (2) legal notice insertion into the Official Newspaper of the City of Green Bay shall occur. All RFB's and RFP's, regardless

of estimated value, shall be advertised publicly on the DemandStar platform and the State of Wisconsin VendorNet site.

11. Information Technology (IT) Purchases

All requisitions and purchases for information technology (IT) equipment or software must have prior approval from the Director of IT. If a RFB or RFP is issued, the Director of IT shall provide input about the compatibility and other issues related to the software or equipment prior to an award being made. This is to ensure the compatibility of the requested equipment and software with existing systems and also ensure the new technology does not pose risks to cybersecurity of City systems. The Director of IT may waive the compatibility requirement.

12. Emergency Purchases

An “emergency situation” is a situation which:

1. Threatens the public health, safety, or welfare; and all of the following conditions exist: was unforeseen; calls for immediate action; and cannot be responded to using established procurement methods; or
2. Exists as the result of activation of the Emergency Operations Center or a State of Emergency being declared by the Mayor of the City of Green Bay or the Governor of the State of Wisconsin.

The existence of an emergency situation does not preclude the use of the competitive bidding process in its entirety. Department Heads and purchasing staff will obtain such competition as is practical under the emergency requirements of the situation.

If an emergency occurs, all purchases shall be made in accordance with section [ESF 7](#) of the City of Green Bay [Emergency Operations Plan](#).

13. Tied Bids

Tied bids exist when the total costs of two or more responses to a request for bid are identical. Cost totals can be carried out to two decimal points to break a tie. Tied bids do not apply to requests for proposals. If the final scores of two or more proposals are identical, the best and final offer process shall be used to break the tie.

If a tied bid occurs, award may be made to the bidder offering the best additional economic benefits to the City such as discounts for early payment, volume discounts, more advantageous contract term, etc.

If all economic benefits are equal, the Procurement Manager or designee and one witness may conduct and document one of the following processes to complete the award:

- If only two vendors are tied, flip a coin: Assign “heads” to the vendor whose company name is alphabetically first and “tails” to the other vendor. Flip the coin allowing the coin to come to rest on the floor. If “heads” is up, the vendor whose company name is alphabetically first wins. If “tails” is up, the other vendor wins.
- If more than two vendors are tied, draw lots: Assign similar sized pieces of paper for each tied vendor and conduct a blind draw to select one awarded vendor.

The process used and results shall be documented on the bid tabulation.

14. Surplus

Departments with surplus items of value shall contact Purchasing Department to determine the best method of redistribution, sale or disposal. Purchasing staff will provide the proper paperwork for the Department to complete, if necessary. Methods of sale include, but are not limited to:

- Online Auction
- Direct Sales
- Trade-in (if requiring new equipment)

15. Waiver of Competitive Process

The Procurement Manager may waive the competitive process requirement, if multiple bids, quotations or proposals are not obtainable, for professional services not conducive to competition, or in cases of immediate need for goods and services due to unforeseen circumstances. The Procurement Manager will require written justification from Departments as to the circumstances requiring the waiver.

16. Appeals Process

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes or City of Green Bay ordinance provisions that are alleged to have been violated.

The written notice of protest must be filed with the Procurement Manager, Green Bay, WI, 100 North Jefferson St. Room 410, Green Bay, WI 54301, and received no later than 72 business hours after the intent to award notice is issued.

The Procurement Manager shall inform the Finance Director and conduct an investigation regarding each protest and may request information from Departments or the Law Department when necessary. The Procurement Manager may also create an evaluation team to review the merits of the protest, depending on the complexity of the project.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # S.7

To accept the 2025 State of Wisconsin Department of Health Services Emergency Medical Services Funding Assistance Program Award for a total of \$421,741.38.

BACKGROUND

In 2024, the City received \$13,651.28 and was deposited into the account 824 fund (Fire Grants).

In 2025, the City will receive \$484,642.88 in unbudgeted funds.

-\$419,343.30 Support and improvement award – can be used for ambulance service vehicles, vehicle equipment, medications, or emergency medical training for personnel.

-\$2,398.08 Training & Exam aid – can be used to purchase training and /or administration of the examination licensure for emergency medical technicians or responders.

-\$62,901.50 Support and improvement award - statutory change allowing 15% of award to purchase non-durable and disposable medical supplies or equipment and medications. This may not reduce the existing budget, but supplement it.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. SFY 2025 FAP Award Letter_Green Bay Metro Fire Department (6000168)
2. Grant Tracking Form-FAP

Tony Evers
Governor



Kirsten L. Johnson
Secretary

State of Wisconsin
Department of Health Services

DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET
PO BOX 2659
MADISON WI 53701-2659

Telephone: 608-266-1251
Fax: 608-267-2832
TTY: 711 or 800-947-3529

March 6, 2025

Green Bay Metro Fire Department (6000168)
501 South Washington Street
Green Bay, WI 54301

RE: Emergency Medical Services Funding Assistance Program Award

Dear Service Director:

The Wisconsin Department of Health Services, Division of Public Health, Office of Preparedness and Emergency Health Care, EMS Section is pleased to notify you of your Emergency Medical Services Funding Assistance Program award based on your service's application for state fiscal year 2025 (July 1, 2024-June 30, 2025). Please retain this letter for your records as it contains the breakdown of your award. Payments will be going out via automated clearing house (ACH) payment transferred electronically to the designated account. If you receive this letter and do not see an ACH payment, please check with your municipality as the payment may have been sent directly to the designated municipal payee before being forwarded to your service.

According to Wis. Stat. §§ 256.12(4) and (5), funding is based on two separate calculations.

The first amount fulfills Wis. Stat. § 256.12(4) and includes the base amount of **\$10,000** plus **\$2.98** per capita. An additional **\$10.50** was equally distributed to services reporting population to expend remaining funds that could not be further divided per capita. Your emergency medical responder department or ambulance service may use support and improvement funds for the purchase of ambulance service vehicles or vehicle equipment, emergency medical service supplies or equipment, nondurable or disposable medical supplies or equipment, medications, or emergency medical training for personnel. With the recent statutory change allowing **up to 15%** of this award to purchase nondurable or disposable medical supplies or equipment and medications, a separate line listing 15% percent of your support and improvement award is provided for your reference. Per Wis. Stat. § 256.12(4), support and improvement funds shall supplement existing, budgeted moneys of, or provided to, an ambulance service and may not be used to replace, decrease, or release for alternative purposes the existing, budgeted moneys of, or provided to, the ambulance service provider.

The second amount fulfills Wis. Stat. § 256.12(5) and is determined by dividing \$1,000,000 equally among all qualified services applying for emergency medical services practitioner and emergency medical responder training and examination aid. This allotment can only be used to purchase the training and/or administration of the examination required for licensure and renewal of licensure as an emergency medical technician or for certification and renewal of certification as an emergency medical responder. Services that did not request or are ineligible (i.e. private-for-profit services) for training and examination funds will not have this amount listed.

Support and improvement per § 256.12 (4)

Amount: \$ 419,343.30

- 15% of Support and improvement award

Amount: \$ 62,901.50

Training and examination aid per § 256.12 (5)

Amount: \$ 2,398.08

Per Wis. Stat. § 256.12(4) and § 256.12(5), the department shall require that all recipients of funds submit a financial report on the expenditure of funds received to the department.

Please review the resources located on the [EMS Funding Assistance Program](https://www.dhs.wisconsin.gov/EMS-Funding-Assistance-Program) web page and direct any questions regarding the program to DHSFAP@dhs.wisconsin.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read "M. Mandler".

Mark Mandler
EMS Section Manager
Office of Preparedness and Emergency Health Care
Wisconsin Department of Health Services



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(<mailto:Kim.Rivest@greenbaywi.gov>)

APPLICANT DEPARTMENT: FIRE

DATE: 04/08/2025

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Matthew Knott/Fire Chief

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: State of Wisconsin Department of Health Services Funding Assistance Program

AMOUNT OF GRANT REQUEST: \$421,741.38

LOCAL MATCH REQUIREMENT: \$0

SOURCE OF MATCH: ☐ General Fund ☐ Non-General Fund ☒ Not Applicable

TIMEFRAME OF GRANT: 03/06/2025 through 12/31/2025

TYPE OF GRANT REQUEST: ☒ Monetary ☐ Other (explain under 'purpose of grant')

PURPOSE OF GRANT (summary): This grant is designed to provide supplemental funding for emergency medical services for equipment and training. Per Wis. Stat. § 256.12(4)(c), funds distributed under the support and improvement portion of the Funding Assistance Program (FAP) shall supplement existing budgeted moneys of or provided to an ambulance service provider and may not be used to replace, decrease, or release for alternative purposes the existing budgeted moneys of or provided to an ambulance service.

How does the grant meet City/Department needs? The Green Bay Metro Fire Department operates advanced life support ambulances and ALS fire companies. This grant can be utilized for a variety of vehicles, equipment, and services in accordance with the guidelines provided. We anticipate this to be an annual amount awarded.

What are the personnel requirements (include both existing and new staff) of the grant? No additional staffing needs.

DEPARTMENT HEAD SIGNATURE: _____

PART	TO:	DATE:	TO:	DATE:
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee



GRANT TRACKING FORM

PART #2: Request to Accept Grant Funds

(complete after notification of grant award; [emailto:Kim.Rivest@greenbaywi.gov](mailto:Kim.Rivest@greenbaywi.gov))

AMOUNT OF GRANT AWARD: \$421,741.38

CFDA/STATE ID #: N/A

LOCAL MATCH REQUIREMENT: \$0

Please describe the source of match, if applicable: N/A

Please describe any major changes in proposed grant-funded activities: none

Please describe what the grant money will be spent on: Equipment, supplies, and training.

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
Finance Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # S.8

To approve the request for Consent to Collateral Assignment of Development Agreement 2025-01, W.E. Hoban Company and Hoban Real Estate, LLC to BMO Bank N.A.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Execution Copy - Collateral Assignment of Development Agreement - Hoban Real Estate

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (this “Assignment”), dated as of March 20, 2025, is made by HOBAN REAL ESTATE, LLC, a Wisconsin limited liability company (“Assignor”) to BMO BANK N.A., a national banking association (“Assignee”).

RECITALS

- A. Assignor is the owner of certain real property located at 3855 Finger Road, Green Bay, Wisconsin, as more particularly described on Exhibit A attached hereto (the “Property”). Pursuant to that certain Construction Loan Agreement between Assignor and Assignee dated as of March 20, 2025 (the “Loan Agreement”), Assignee has agreed to make a construction loan available to Assignor in the maximum aggregate principal amount of Eighteen Million Eight Hundred Eighty-One Thousand and 00/100 Dollars (\$18,881,000.00) (the “Loan”), to finance a portion of the construction costs related to the development of an industrial forge building with approximately fifty-eight thousand (58,000) square feet of usable space and other related improvements to be located on the Property. To evidence the Loan, Assignor has executed (i) that certain Note in the original principal amount of Thirteen Million Five Hundred Thousand and 00/100 Dollars (\$13,500,000.00) in favor of Assignee (“Note 1”), and (ii) that certain Note in the original principal amount of Five Million Three Hundred Eighty-One Thousand and 00/100 Dollars (\$5,381,000.00) in favor of Assignee (“Note 2” and together with Note 1, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Note”). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Loan Agreement.
- B. The Note is secured by, among other things, (i) that certain Construction Mortgage and Security Agreement with Assignment of Rents in favor of Assignee dated as of March 20, 2025 (“Mortgage 1”), and (ii) that certain Second Construction Mortgage and Security Agreement with Assignment of Rents in favor of Assignee dated as of March 20, 2025 (“Mortgage 2” and together with Mortgage 1, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Mortgage”), and (v) certain other Loan Documents (as such term is defined in the Loan Agreement).
- C. On March 5, 2025, Assignor, W.E. Hoban Company (f/k/a Cleveland Hardware and Forging Company) and the City of Green Bay, a Wisconsin municipal corporation (the “City”), executed that certain Development Agreement 2025-01 (“TIF Agreement”), which provides, among other things, that the City shall provide Assignor certain financial incentives for Assignor’s development of the Property.
- D. It is a condition precedent to Assignee making the Loan that Assignor collaterally assign to Assignee all of Assignor’s rights and obligations under the TIF Agreement, any other documents executed in conjunction therewith and any benefits or incentives due to Assignor thereunder (collectively, “TID Benefits”) pursuant to this Assignment, which is given in addition to the Mortgage as further security for the performance of Assignor’s obligations under the Note and the other Loan Documents.

- E. Assignor agrees to execute this Assignment to evidence the collateral assignment of the TID Benefits to secure the Loan.

ASSIGNMENT AND AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals that are incorporated into and made a part of this Assignment, the assignments, promises, covenants and agreements contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor hereby grants, transfers, assigns, conveys and pledges, to the Assignee, all of Assignor's right, title and interest in the TID Benefits, as well as all obligations, covenants, and agreements, subject to the following terms and provisions:

1. Assignment. This Assignment is made for collateral security purposes only. Upon Assignor's full and complete payment and satisfaction of the Loan and performance of all obligations pursuant to the Loan Documents, this Assignment shall terminate and have no further force or effect.

2. Representations and Warranties. Assignor warrants and represents that it has good right and authority to make this collateral assignment; that it has not heretofore made any assignment, pledge, alienation or other transfer of the TID Benefits or any of its rights thereunder; and that the TIF Agreement is in full force and effect without amendment or modification and that Assignor is not in default in the performance of its obligations thereunder.

3. Payments. Until the occurrence of an Event of Default by Assignor pursuant to the Loan Documents (each an "Event of Default"), all payments due to Assignor pursuant to the TIF Agreement ("Payments") shall be made directly to Assignor. Upon the occurrence of an Event of Default, Assignee shall provide written notice thereof (a "Default Notice") to the City at the City's address for notices under the TIF Agreement, whereupon (a) all Payments due to Assignor pursuant to the TIF Agreement shall be made directly to Assignee, and Assignee shall apply all such Payments to the Loan; and (b) Assignee may (but shall not be obligated to) assume in writing Assignor's obligations, covenants, and agreements under the TIF Agreement, succeed to all or any portion of Assignor's right, title and interest in and to the TID Benefits, and enforce, waive, amend, modify or terminate all or any part of the TIF Agreement (any amendments, modifications or termination of the TIF Agreement is subject to the agreement by the City), as Assignee in its sole discretion deems advisable. For the avoidance of doubt, neither this Assignment nor any other action on the part of Assignee, except for the aforesaid assumption in writing, shall constitute an assumption by Assignee of any of the obligations, covenants or agreements of Assignor under the TIF Agreement.

4. Construction Obligations. Notwithstanding any other provisions of this Assignment, including without limitation those covenants that are intended to run with the land, neither Assignee nor any of its successors or assigns (whether by foreclosure proceedings or an action in lieu thereof) shall be obligated to commence or complete construction of the improvements on the Property as described in the TIF Agreement, nor shall this Assignment be a guarantee by Assignee that such construction shall commence or be completed.

5. Other Rights and Remedies of the Assignee. Neither the execution of this Assignment nor the enforcement of any rights, remedies, powers or privileges of the Assignee under this Assignment shall affect the rights of the Assignee to enforce payment of the Loan by any other lawful means.

6. Remedy Upon Default. Assignor agrees that upon any Event of Default by Assignor under this Assignment, the Note or any other Loan Document, the Assignee, in addition to any other remedies it may have at law or in equity, may at any time or times thereafter, to the extent it has not done so, apply any and all Payments to the Loan.

7. Successors and Assigns. This Assignment shall accrue to the benefit of the successors and assigns of the Assignee and shall be binding upon the successors and assigns of Assignor.

8. Financing Statements. Assignee may, without further consent of Assignor, file UCC Financing Statements with the Wisconsin Department of Financial Institutions so as to perfect the Assignee's security interest in the collateral described in this Assignment.

9. Choice of Law. This Assignment shall be governed by the laws of the State of Wisconsin.

10. City's Consent. For the direct benefit of the City, Assignor agrees to all of the terms and conditions of the City's consent set forth below, including without limitation, the hold harmless and indemnification provisions in favor of the City.

11. EAT Non-Recourse Provision. Notwithstanding anything to the contrary in this Assignment or any other Loan Document, by acceptance of this instrument, Assignee hereby waives any right to obtain a money judgment or equitable relief against First American Exchange Company ("FAEC"), Hoban Real Estate, LLC, a Wisconsin limited liability company ("EAT") or any and all members, shareholders, partners or employees of EAT or FAEC (the "EAT Parties"), whether by an action brought upon this Assignment or any other Loan Document, or an action brought for a deficiency judgment against EAT, FAEC or any EAT Parties, and agrees that the extent of liability on the part of such parties with respect to this Assignment or any other Loan Document is and shall for all purposes be limited to the interest of EAT in the Property, including policies of hazard insurance on the Property and any proceeds thereof and any award of damages on account of condemnation for public use of the Property, the Assignee agreeing to look solely to EAT's interest in the Property and such insurance policies and condemnation awards in satisfaction of all obligations. The foregoing sentence shall be known as the "Non-Recourse Provision". For the avoidance of doubt, this Section 11 shall automatically terminate and EAT shall cease to be subject to this Non-Recourse Provision when FAEC ceases to be EAT's member. The terms of this Section 11 shall supersede any and all other terms and conditions herein or in any other Loan Document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above written.

ASSIGNOR:

HOBAN REAL ESTATE, LLC

By: W.E. Hoban Company, its Manager

By: _____
William M. Hoban, its President

ASSIGNEE:

BMO BANK N.A.

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot Two (2) of Certified Survey Maps No. 9499, Document No. 3012277, being part of Southeast Quarter of the Southeast Quarter (SE 1/4 of the SE 1/4), of Section One (1), Township Twenty-three (23) North, Range Twenty-one (21) East, City of Green Bay, Brown County, Wisconsin.

Property Address: 3855 Finger Road, Green Bay, WI 54311

Tax Key No: 21-24

CONSENT TO COLLATERAL ASSIGNMENT
OF
DEVELOPMENT AGREEMENT

The City of Green Bay, a Wisconsin municipal corporation (the “City”) acknowledges that BMO Bank, N.A., a national banking association (the “Lender”), has agreed to make a construction loan to Hoban Real Estate, LLC, a Wisconsin limited liability company (the “Borrower”) in the maximum aggregate principal amount of Eighteen Million Eight Hundred Eighty-One Thousand and 00/100 Dollars (\$18,881,000.00) (the “Loan”), to finance a portion of the construction costs related to the development of an industrial forge building with approximately fifty-eight thousand (58,000) square feet of usable space and other related improvements on the real property located at 3855 Finger Road, Green Bay, Wisconsin (the “Property”). In connection with the Loan, pursuant to the foregoing Collateral Assignment of Development Agreement dated as of March 20, 2025 (the “Collateral Assignment”), the Borrower has collaterally assigned to Lender as security for the Loan its right, title and interests, as well as all obligations, covenants, and agreements, under that certain Development Agreement 2025-01 dated March 5, 2025 (the “TIF Agreement”), as well as any other documents executed in conjunction with the TIF Agreement and any benefits and incentives due to Borrower under the TIF Agreement (“TID Benefits”). The Collateral Assignment is security for the Loan. Capitalized terms not defined above shall have the same meaning as defined in the Collateral Assignment.

The City consents and agrees as follows:

1. The City consents to Borrower’s assignment of the TID Benefits and other rights, obligations, covenants, and agreements, under the Collateral Assignment to Lender for collateral purposes.

2. The City agrees to provide Lender with copies of any default notices to Borrower and will allow Lender to cure Borrower’s default with the same time frame within which Borrower is allowed to cure the default. Notices to Lender shall be addressed as set forth below, or such other address as Lender may provide from time to time:

BMO Bank N.A.
Attn: Jordan Sullivan, Brad Charapata and Ryan Rodi
310 W. Walnut Street
Green Bay, WI 54303

3. Upon the occurrence of an Event of Default under the Loan Documents, and the City’s receipt of a Default Notice from Lender, Lender shall be entitled to succeed to all of the rights and responsibilities of Borrower under the TIF Agreement provided Lender cures all defaults of Borrower to the reasonable satisfaction of the City. Notices to the City shall be addressed to the City’s address for notices under the TIF Agreement.

4. The City agrees not to materially modify or amend the terms of the TIF Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

Notwithstanding the foregoing, the City's consent and obligations hereunder are subject to and conditioned upon the following:

A. The City may rely on Borrower's execution of the Collateral Assignment as sufficient direction by Borrower to pay all TID Benefits directly to Lender upon receipt of a Default Notice from Lender, and that no further documentation or authorization from Borrower is needed or required in order to direct such payment to Lender.

B. If Lender makes a demand for payment or to succeed to the right, title, and interest, obligations, covenants, and agreements, of Borrower in, to, or under the TIF Agreement, the City may presume, without investigation or any obligation to conduct any investigation or inquiry, that Borrower is in default of its obligations to Lender. Borrower shall have no right to contest with the City any such claim by Lender, all such recourse being exclusively to Lender. Borrower shall have no right to reimbursement or recoupment of any payment made by the City to Lender pursuant to a Default Notice and demand for a payment by Lender under the Collateral Assignment.

C. Borrower shall hold harmless, indemnify, and defend the City from and against any demands, damages, costs, fees, including reasonable attorneys' fees, awards, judgments, and all other sums due or claimed to be due and relating to the making of any payment or any part of any payment by the City to Lender after demand by Lender for receipt of payment.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Consent to Collateral Assignment of Development Agreement as of March 20, 2025.

THE CITY OF GREEN BAY

By: _____

Name: _____

Title: _____



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # S.9

To approve a request by Ald. Proffitt to add a line to the printed city tax bill for the Green Bay Area Public School District (GBAPS) to distinguish the voucher dollars over which they have no financial oversight.

BACKGROUND

Referred to staff from the Finance Committee meeting on 1/14/2025.

The Assistant Finance Director worked with the Green Bay Area Public School district administrative staff and school board, Brown County, Wisconsin Department of Revenue (WDOR), and the City Legal department to determine the legality and feasibility of adding another line to the printed city tax bill.

The proposed solution approved by the GBAPS board president and WDOR is to add a sentence to the upper portion of the tax bill as shown in the example attached.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. GPASD tax bill addiiton

Diana Ellenbecker

From: Laura McCoy <llmccoy@gbaps.org>
Sent: Friday, March 7, 2025 2:40 PM
To: Diana Ellenbecker; Vicki Bayer; Board of Education; lablakeslee; Angie Roble
Subject: [EXTERNAL] Tax Bill Addition

Caution: This email originated from a sender outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Ms. Ellenbecker,

In response to your March 6 request for a status update we would like the following in the information section on the upper portion of the tax bill to look as follows. Our plan would be to send a separate communication when we send to the city the levy certification letter that would identify the correct amount for the tax bill for that year.

“Of the amount levied by GBAPS, \$8,991,023.65 is for the purpose of private school vouchers.”

I want to also sincerely thank you and your team for your persistence and support as we’ve navigated through this process.

Laura McCoy | Board of Education
President
Green Bay Area Public Schools
200 South Broadway
Green Bay, WI 54303

Disclaimer: Based on the Wisconsin Court of Appeals ruling in the *John K. MacIver Institute for Public Policy, Inc. v. Erpenbach*, 2013AP1187 (Ct. App., April 9, 2014), emails sent to Board of Education members, including the name of the sender of the email as well as the sender's email address, may be subject to disclosure under the Wisconsin Open Records Act.

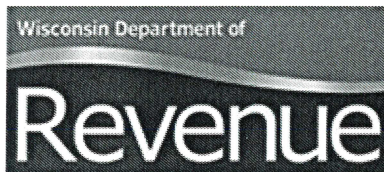
Diana Ellenbecker

From: DOR Local Government Services <DORLocalGovernmentServices@wisconsin.gov>
Sent: Tuesday, March 11, 2025 12:58 PM
To: Linda Chosa
Cc: Diana Ellenbecker; Wedige, Jeremy L - DOR; Gawryleski, Mary B - DOR
Subject: RE: City of Green Bay - Property Tax Bill Addition
Attachments: City of Green Bay Bill 03.10.25.pdf

Linda,

We reviewed and approve the attached tax bill's voucher statement location.

Deb Werner
Wisconsin Department of Revenue
Local Government Services Bureau
608-264-6892
debra.werner@wisconsin.gov



From: DOR Local Government Services <DORLocalGovernmentServices@wisconsin.gov>
Sent: Tuesday, March 11, 2025 11:18 AM
To: Chosa, Linda - MUN <linda.chosa@greenbaywi.gov>
Cc: Diana Ellenbecker <Diana.Ellenbecker@greenbaywi.gov>; Wedige, Jeremy L - DOR <Jeremy.Wedige@wisconsin.gov>
Subject: RE: City of Green Bay - Property Tax Bill Addition

Good morning, Linda.

Thank you for the attachment and information below. We will review and expect to respond in a few days per yesterday's meeting with Eric.

Deb Werner
Wisconsin Department of Revenue
Local Government Services Bureau
608-264-6892
debra.werner@wisconsin.gov



From: Linda Chosa <Linda.Chosa@greenbaywi.gov>

Sent: Tuesday, March 11, 2025 8:01 AM

To: DOR Local Government Services <DORLocalGovernmentServices@wisconsin.gov>

Cc: Diana Ellenbecker <Diana.Ellenbecker@greenbaywi.gov>; Wedige, Jeremy L - DOR <Jeremy.Wedige@wisconsin.gov>

Subject: FW: City of Green Bay - Property Tax Bill Addition

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good morning,

We reached out to Green Bay Area Public Schools District, and they requested we include the information in the city-specific information on the upper portion of the tax bill. Attached you will find a mockup of their request. Please review and let me know if this is acceptable.

GBAPS Request:

In response to your March 6 request for a status update we would like the following in the information section on the upper portion of the tax bill to look as follows. Our plan would be to send a separate communication when we send to the city the levy certification letter that would identify the correct amount for the tax bill for that year.

"Of the amount levied by GBAPS, \$8,991,023.65 is for the purpose of private school vouchers."

Thank you again for your guidance on this matter.

Linda



Linda Chosa

Assistant Finance Director/Treasurer

City of Green Bay

Administrative Services

100 N Jefferson Street, Green Bay, WI 54301-5026

920.448.3015

greenbaywi.gov

REAL ESTATE PROPERTY TAX BILL FOR 2024

CITY OF GREEN BAY

Total Due For Full Payment

Bill #: [REDACTED]

By January 31, 2025
\$3,374.03

Parcel #: [REDACTED]

-- OR --

Alt. Parcel #: [REDACTED]

Pay First Installment

By January 31, 2025
\$1,574.98

GREEN BAY WI 54311-7517

Make Check Payable and Mail to:

CITY OF GREEN BAY
TAX COLLECTION
100 N JEFFERSON ST ROOM 106
GREEN BAY WI 54301-5026
(920) 448-3055Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope.
If payment is made by check, receipt is not valid until check has cleared all banks.MAIL: City of Green Bay, Tax Collection, 100 N Jefferson St, Room 106
Green Bay, WI 54301-5026ONLINE: www.browncountywi.gov/propertytax
Use Guest sign-in. Enter Parcel# only. VPS Convenience Fees: E-check \$1.25,
Personal Visa Debit Cards \$3.95, and Credit Cards/Other Debit Cards 2.55%IN PERSON: City Hall Clerk's Office (available Mon-Fri 8:00AM-4:30PM, except holidays)
Parking is available at the hooded meter spots on the north-side of City Hall

DROP BOX: Located on the Northeast entrance of City Hall (available any time)

NOTE: Homeowners check for Lottery Credit deduction on Primary Residence only.
For mailing address changes go to www.browncountywi.gov/addresschange
Receipts are available at www.browncountywi.gov/propertysearch
Postponed 2nd installment payments will be collected by Brown County.
Of the amount levied by GBAPS, \$8,991,023.65 is for the purpose of private school vouchers.STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2024
CITY OF GREEN BAY
BROWN COUNTYBILL NO. [REDACTED]
Correspondence should refer to parcel number
PARCEL#: [REDACTED]

SEQ# 15312

Property Address [REDACTED]

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
43,200	140,900	184,100	0.7985	54,100	176,500	230,600	A star in this box means unpaid prior year taxes
Taxing Jurisdiction							
	2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax	3,667.70
CITY OF GREEN BAY	24,450,624	24,991,964	1,429.31	1,495.63	4.6%	First Dollar Credit	-69.59
NORTHEAST WI VTAE	7,003,376	6,918,247	124.39	129.85	4.4%	Lottery Credit	-224.08
GREEN BAY SCH DIST	154,648,089	163,729,091	1,397.39	1,417.30	1.4%	Net Property Tax	3,374.03
BROWN COUNTY	3,101,012	3,125,705	609.16	624.92	2.6%		
Total							
	189,203,101	198,765,007	3,560.25	3,667.70	3.0%		
	First Dollar Credit		74.35	69.59	-6.4%		
	Lottery & Gaming Credit		276.74	224.08	-19.0%		
	Net Property Tax		3,209.16	3,374.03	5.1%		
School taxes reduced by school levy tax credit							
	\$ 346.23						
Net Assessed Value Rate (Does NOT reflect credits)							
				0.019922324			

GREEN BAY WI 54311-7517

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
GREEN BAY SCH DIST	9,179,901.94	174.10	2025
GREEN BAY SCH DIST	11,611,681.68	247.15	2027
GREEN BAY SCH DIST	23,405,154.44	498.17	2034

RETAIN THIS
PORTION AS
YOUR COPY
SEE REVERSE
SIDE FOR
IMPORTANT
INFORMATION**TOTAL DUE FOR FULL PAYMENT**
PAY BY January 31, 2025
▶ \$ 3,374.03Warning: If not paid by due dates, installment
option is lost and total tax is delinquent subject to
interest and, if applicable, penalty.
Failure to pay on time. See reverse.Installments may be paid as follows:
1574.98 DUE BY 01/31/2025
1799.05 DUE BY 07/31/2025CITY OF GREEN BAY
TAX COLLECTION
100 N JEFFERSON ST ROOM 106
GREEN BAY WI 54301-5026TAX BILL ENCLOSED
for 21-3864PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
UMS

FORWARDING SERVICE REQUESTED

GREEN BAY WI 54311-7517



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # S.10

To approve the budget amendment resolution for unbudgeted overtime for special events.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Combined Resolution for 4.8.25 Finance Meeting

**RESOLUTION AUTHORIZING
BUDGET AMENDMENT**

April 15, 2025

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

Pursuant to the recommendation of the Finance Committee at its meeting of April 8, 2025, the following 2025 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
Increase:	101300 50501	Police-Overtime	\$72,890.32
Increase:	101300 46223	Police Overtime Reimbursement	\$72,890.32

***This budget amendment is for 2025 unbudgeted overtime for staffing at the FBI, US Marshal and Internet Crimes Against Children Task Forces, unbudgeted special events such as HS Lunch Neighborhood Security-GB Schools, Islamic Temple Security, Drone Show, Georgia Pacific Security, Bernstein Run and the Pi 5K Run.*

Increase:	101400 50501	Fire-Overtime	\$9,094.18
Increase:	101400 46223	Fire Overtime Reimbursement	\$9,094.18

***This budget amendment is for 2025 unbudgeted overtime for staffing at events such as the UWGB Basketball games and the Brown County Fire Investigation Task Force.*

Increase:	101400 50501	Fire-Overtime	\$8,687.25
Increase:	101400 43611	Fire-State Overtime Reimbursement	\$8,687.25

***This budget amendment is for 2025 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # S.11

To approve the Claims Committee Reports.

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Claims Committee Rpt January
2. Claims Committee Rpt February
3. Claims Committee Rpt March



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # T.I

To approve the removal of the playground at St. John's Park and to direct staff to create a future master plan for St. John's Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # T.2

To direct staff to add \$11,500 in additional overtime expenses to the 2026 budget to clean all sidewalks under Park Department responsibility within 24 hours of snowfall for consideration by the Finance Department.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2025-03-13 Dist 4 to PRF

Online Form Submittal: Alders' Petitions and Communications

From noreply@civicplus.com <noreply@civicplus.com>

Date Tue 3/11/2025 4:03 PM

To Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Joseph Faulds <Joseph.Faulds@greenbaywi.gov>; Lindsey Belongea <Lindsey.Belongea@greenbaywi.gov>; Melinda Eck <Melinda.Eck@greenbaywi.gov>

Alders' Petitions and Communications

Name	Bill Galvin
Committee Name	Parks Committee
Text of Communication	Communication for Parks to develop budget and manpower needs to clean all sidewalks under Park Dept responsibility within 24 hrs of snowfall. This should include sidewalks or walkways going through City parks, but can be listed as a separate from sidewalks that border park property adjacent to city streets.

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



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # T.3

To approve the masterplan for the Perkins Park Disc Golf/Natural Area.

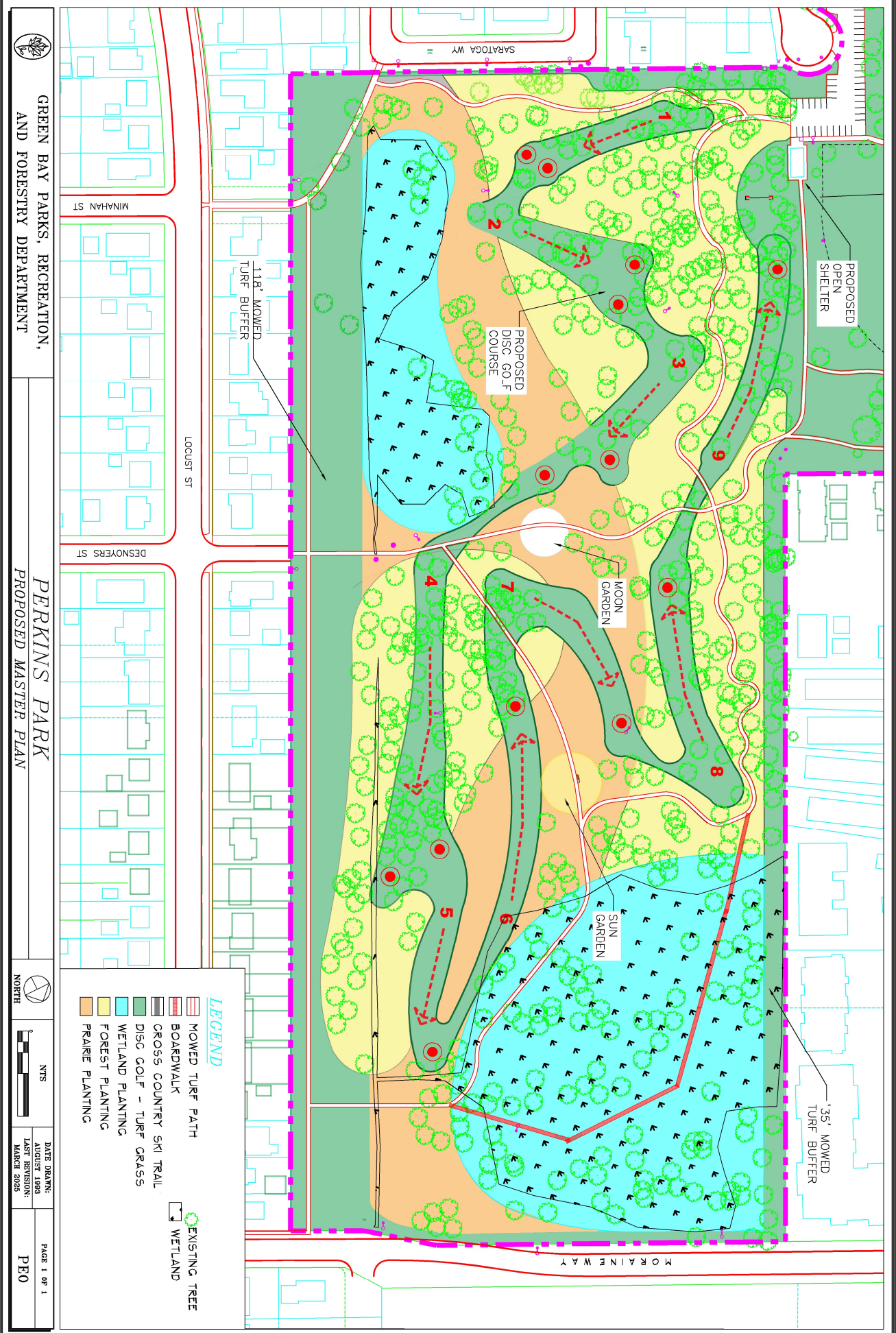
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Perkins Park Master Plan





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # T.4

To approve charging a \$50 daily parking fee at Colburn Park on April 24-26, in conjunction with the days of the NFL Draft.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # T.5

To approve the Green Bay Park, Recreation, and Open Space Plan 2025-2029.

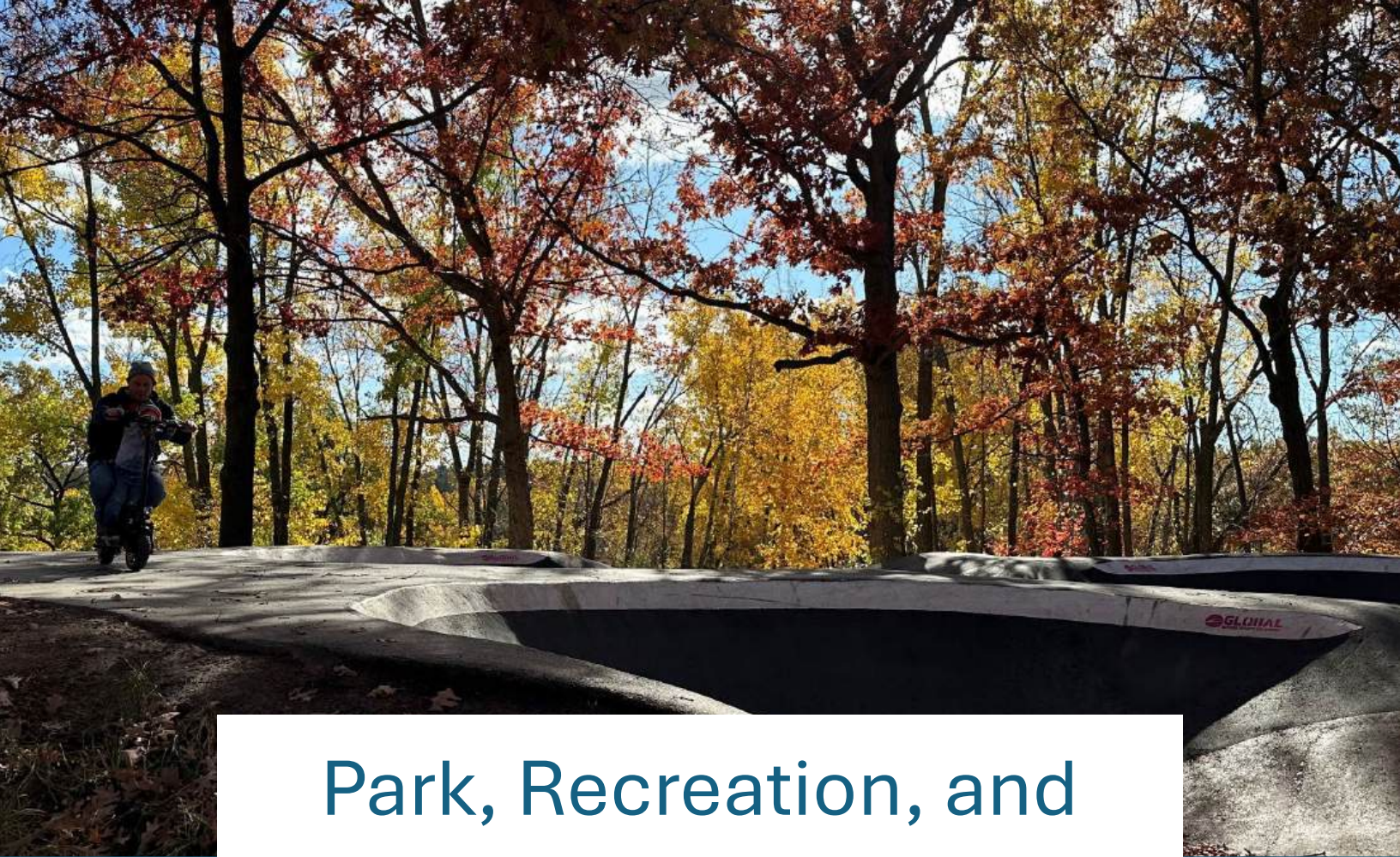
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. PROP Revised Final-compressed



Park, Recreation, and Open Space Plan (PROP)

City of Green Bay 2025-2029

Parks, Recreation, and Forestry Department
April 2025



Park, Recreation, and Open Space Plan

Abstract

Title

Park, Recreation, and Open Space Plan (PROP) 2025-2029

Author

City of Green Bay – Parks, Recreation and Forestry Department

Abstract

Parks, recreation, and open spaces are essential for the overall health of the community. The 2025 – 2029 Park, Recreation and Open Space Plan (PROP) serves as a guide for the planning and development of the parks, recreation, forestry, Wildlife Sanctuary, special facilities, Green Bay Conservation Corps, design and development, city hall maintenance, and administration divisions of the City of Green Bay, Wisconsin.



Acknowledgements

SOURCE OF AUTHORITY

Parks Committee

Ben Delie
Melinda Eck
Joey Prestley
Chris Wery

Mayor

Eric Genrich

City Council

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

Participating Staff

Dan Ditscheit	Parks, Recreation, and Forestry Director
James Andersen	Deputy Director
Kaurie Mihm	Park Planner
Emma Browne	Civil Engineer
Andy Krzewina	Park Superintendent
Ann Moeller	Recreation Manager
Britney Burkart-LaBar	Bay Beach Amusement Park Special Facilities Supervisor
Steve Lakatos	Bay Beach Wildlife Sanctuary Superintendent
Ciara Urbanek	Engineering Aide
Brian Pelot	City Forester
Maria Otto	Conservation Corps Coordinator

Parks Committee Approval: April 9, 2025

City Council Approval: April 15, 2025

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Vision

To serve as a leader in connecting people, parks, and natural resources while enhancing ecology, quality of life, and well-being through careful planning and execution.

Mission

The City of Green Bay Parks, Recreation and Forestry Department (PRF) promotes wellness and energy through dynamic programs and attractive community spaces.



Core Values

Representation and Opportunity

[\(Page 19\)](#)

The inherent worth of each individual should be encouraged through quality recreational programming and providing park access to all.

Public Health

[\(Page 23\)](#)

Park access and programming serve a significant role in the promotion and protection of public health for those who live, work, learn, and play in the City of Green Bay.

Sustainability

[\(Page 25\)](#)

Our employees plan for and practice responsible management of natural resources to promote healthy ecosystems and welfare for current and future generations.

Adaptability/Resiliency

[\(Page 34\)](#)

Preparedness and ability to respond, recover, and adjust to new difficulties and opportunities as they arise.

Customer Focus

[\(Page 37\)](#)

Our development, programming, and operations meet stakeholder needs and satisfaction through thoughtful planning and actions.



Chapter 1: Purpose

In this Chapter

- | | | |
|------------|---------------------|--|
| • Overview | • Amending the Plan | • Other Plans and Studies for Recreation |
|------------|---------------------|--|

Overview

Trends to increase leisure time and recreational opportunities within communities, parks, and open space areas have been acknowledged as a prerequisite to good mental and physical health. Parks and public open spaces play a large role in fulfilling those needs. Park access and development can also contribute to the preservation, protection, and enhancement of environmentally significant areas for the enjoyment and benefit of present and future generations and the biotic community.

The preparation of this Park, Recreation, and Open Space Plan (PROP) is an important step toward achieving a park system that meets the recreational and environmental needs of the Green Bay community. A mission statement, key strategies, and core values have been developed as guidelines to be used in formulating plans for facility development and acquisition needs.

The inventory section of the plan outlines attributes and amenities of the existing park areas, greenways, and trails. A set of general guidelines is identified in the Needs Assessment Chapter in an effort to provide a means for analyzing Green Bay's park system. The Action Plan Chapter contains recommendations for the next five years. These recommendations pertain to general development strategies, parkland expansion, acquisition, and specific facility development recommendations. The Implementation Chapter contains general strategies for fulfilling the recommendations set forth by the plan.

This document will provide guidance for the planning of the Parks, Recreation, and Forestry Department over the next five years. Subsequent review and approval of the plan by the Parks Committee and City Council, along with approval by the Wisconsin Department of Natural Resources (WDNR) will continue the City of Green Bay's eligibility for financial assistance through state and federal funding programs.

Amending the Plan

The plan recommendations and action plan will be reviewed regularly. Amendments to the plan will be reviewed and adopted by the Parks Committee and the Green Bay Common Council. The entire plan will be updated, no less than every five years, to ensure that the plan reflects changes in the recreational needs of the community.

This plan has been coordinated with the City of Green Bay's Comprehensive Plan and the concurrent update for that plan, which is titled Go Big Green Bay 2025, various other Brown County planning documents, the plans of neighboring communities, as well as, other major recreation providers in the community, such as, the Green Bay Area Public School District and the University of Wisconsin-Green Bay (UWGB). This plan also takes into account the recommendations of various City of Green Bay master plan documents.



Other Plans and Studies

The following plans provide relevant information along with suggested goals and objectives that will be considered in determining the future needs of the City of Green Bay Park's system.

2025-2030 Wisconsin Statewide Comprehensive Outdoor Recreation Plan (SCORP)

The 2025-2030 SCORP looks at the current recreation assets within the state along with emerging trends in recreation. Through various methods of analysis, the plan provides a list of common goals so the collective entities involved in the planning and implementation of outdoor recreation within the state can work together to achieve similar defined goals.

The three overarching goals outlined in the SCORP include:

- Ensure that all Wisconsinites have equitable opportunities to participate in outdoor recreation, regardless of where they live or their ethnicity, gender, income, abilities, or age.
- Maintain and expand the sustainability of recreational opportunities in our state, ensuring that existing opportunities are well funded and have the support to grow and expand where needed.
- Grow the collaborative partnership approach across federal, state, regional, and local agencies and private non-profit organizations and businesses to provide high-quality outdoor experiences for all Wisconsinites.

The plan includes the following strategies:

- Provide more opportunities for outdoor recreation close to home.
- Provide needed recreation facilities.
- Improve affordability of participation.
- Support, develop, and enhance mentoring and instructional programs.
- Create more welcoming outdoor spaces.
- Improve the distribution of information on recreation opportunities.

- Expand and diversify funding sources.
- Adapt to new environmental conditions both in terms of participation in outdoor activities as well as the management of recreation opportunities and facilities.
- Lead by example on climate change mitigation.
- Create an implementation plan that identifies desired outcomes as well as the partners to coordinate and advocate for outdoor recreation throughout Wisconsin.

The City of Green Bay will work towards helping to achieve the goals and implementing the strategies that have been identified in the SCORP in the hopes of creating a unified vision for the park system.

Area of Concern Remedial Action Plan

The Area of Concern (AOC) Remedial Action Plan was completed in 1988 by the Wisconsin Department of Natural Resources. Significant public input was captured in developing the plan which described the specific environmental impairments in Lower Green Bay and the Fox River with actions to correct them. Since this plan's inception, multiple updates have been completed with the 2020-2021 Remedial Action Plan Update being the most

recent. Joliet Park, Bay Beach Wildlife Sanctuary, and Renard Island nearshore have been identified as areas that have been environmentally degraded where habitat restoration efforts are being implemented to restore native flora and fauna populations at those properties, as well as, within the Bay of Green Bay. The hope is that these efforts will allow the impairments found within the AOCs to be delisted.

Baird Creek Greenway Master Plan

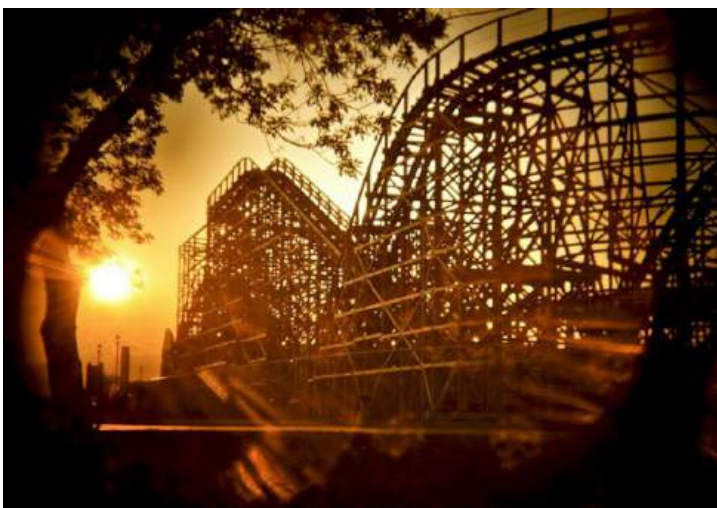
The Baird Creek Greenway is a unique natural area of approximately 500.25 acres within a growing and highly urbanized area. The Baird Creek Greenway Master Plan, completed in November 2006, was developed through a public process involving the Baird Creek Preservation Foundation, City of Green Bay staff, project stakeholders, and local citizens. The plan has assisted the Baird Creek Preservation Foundation and the City with the preservation and expansion of this unique asset while guiding public use. The plan looks at appropriate levels of recreational use and public access, designating levels of trail development, identifying unique natural features for protection, preservation, restoration, and educational opportunities, strategies for stormwater management, and interfacing with adjacent development.





Bay Beach Amusement Park Master Plan

The Bay Beach Amusement Park Master Plan was originally written in 2008 and was updated in 2013. The master plan was developed utilizing a series of design workshops with various stakeholders and input from Parks Department staff. The plan was developed to guide the expansion and improvement of the park while preserving the family-oriented classic amusement park atmosphere. The plan made recommendations for parking, pedestrian circulation, ride additions, pavilion renovations, new attractions, utilization of green space, and ways to integrate the Bay of Green Bay shoreline into the park. The updated plan makes priority recommendations to guide the development of the amusement park.





Brown County Bicycle and Pedestrian Plan

The Brown County Bicycle and Pedestrian Plan Update was completed in 2021 and is an update of the 2008 Bicycle and Pedestrian Plan. The plan revised the current recommended projects along with recommending new projects with new design ideas which include better access to the City of Green Bay Parks. The plan provides an overview of existing urban and rural facilities and makes recommendations for improvements by the municipality. It also provides an overview of programs, funding sources, and design standards.

Brown County Parks and Outdoor Recreation Plan

The Brown County Park and Outdoor Recreation Plan 2023-2028 serves as a document to plan for the current and future park and recreation needs of Brown County. While the County sites are largely nature-based and located in less densely populated areas outside of the Green Bay metro area, there are system-wide goals that impact the recreation experience for the City of Green Bay.

Perhaps most relevant are the recommendations for the shared-use recreation trails in the immediate area. The plan makes the following recommendations:

- Connect the Devil's River Trail from Denmark to Green Bay if the railroad right-of-way becomes available.
- Establish a rail trail on the old railroad bed that runs along Duck Creek to develop a regional trail facility like the Devil's River Trail, Fox River Trail, and Mountain Bay Trail.

City of Green Bay Downtown Master Plan

The Downtown Master Plan (AuthentiCity), adopted in 2014, lays out a 10-to-15-year strategy for guiding land use and growth in coordination with transportation improvements and other public investments. This plan focuses on the Downtown Main Business District east of the Fox River, as well as the Broadway Commercial and Retail District on the near west side of the river. Priorities include targeted development areas, shoreline enhancements, and a major redevelopment site in the downtown core.



Plan recommendations include, enhancing bicycle and pedestrian connectivity with on-street facilities and multi-use trails, public and private green space, and the use of public art will further develop the sense of place in the downtown area. Additional recommendations include improved streetscapes, wayfinding signage, parking coordination, and transit facilities, along with stronger historic preservation, and architectural design review measures. The plan was developed with a citizen steering committee, along with stakeholder interviews, online surveys, and a series of open house presentations geared toward the general public.

City of Green Bay Smart Growth Plan 2022

The Green Bay Smart Growth 2022 Plan was adopted as a comprehensive plan in April 2003 and consists of two volumes. Volume I



provides an analysis and background of current conditions and past plans, as well as opportunities and constraints that need to be addressed in various planning areas. It ends with a hybrid conceptual plan that forms the basis for policy plan elements in Volume II. Volume II includes objectives, policies, maps, and implementation actions in 12 subject areas, such as land use, natural resources, transportation, parks, greenways and parkways, and intergovernmental cooperation. The plan provides a long-term strategy for the City and provides guidance for short-term decisions about a variety of subjects. The plan was developed with significant public involvement including, a 30-member advisory committee, community open houses, presentations to civic groups, a public opinion survey, an urban design survey, an internet web page, and newsletters mailed to all Green Bay households, among other methods. The plan makes specific recommendations for individual parks, trails, and facilities, many of which, have been completed since the plan was completed.

The City will soon replace the comprehensive plan, with the Go Big Green Bay 2050 comprehensive plan that will guide our city development for the next 10-15 years. Parks Department staff have



been involved in the comprehensive planning to ensure concurrence with the PROP. New findings uncovered during the comprehensive planning process may result in necessary amendments to the PROP.

City-Wide Green Stormwater Infrastructure (GSI) Plan

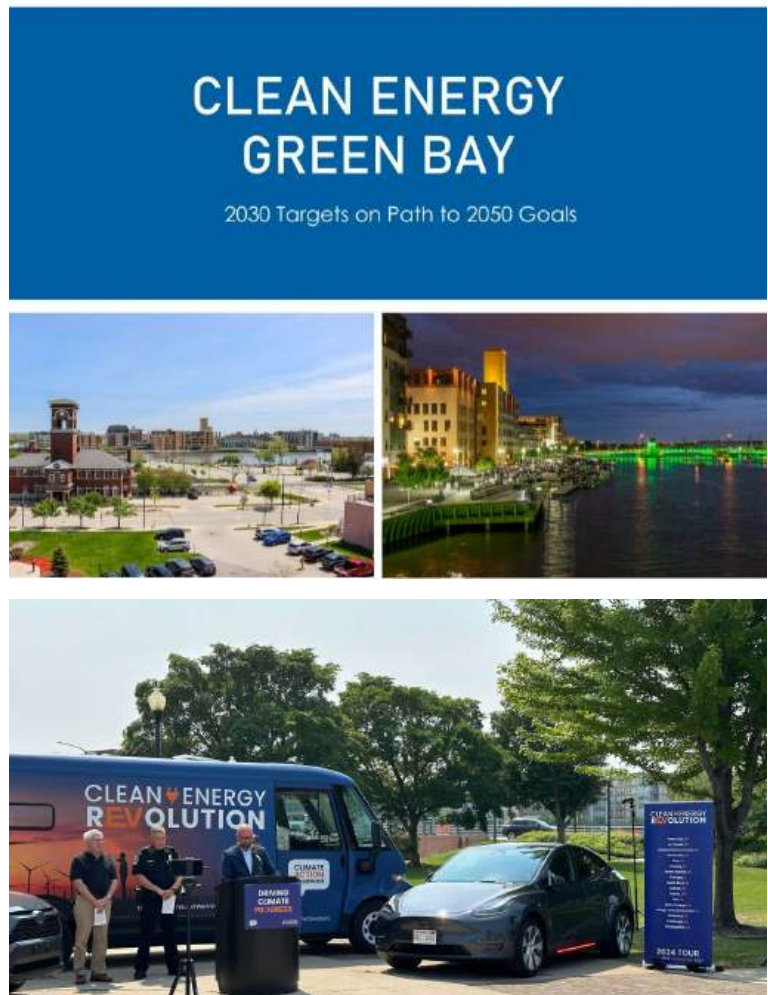
The Green Bay Green Stormwater Infrastructure planning began in December of 2022, and a formal plan was prepared in 2023. Initial stakeholder criteria for consideration of Green Stormwater Infrastructure, (GSI), implementation was discussed during planning. These criteria, include flood-prone/historic ponding areas, high pollutant loading areas, and the need to meet WDNR Stormwater Permit requirements, reducing the costs of storm sewer system upgrades, areas of known stormwater inflow to sanitary sewers, and improving poor water quality in rivers, streams, and the bay.

The City of Green Bay is densely developed with extensive impervious surfaces, such as pavements, roofs, and parking lots. As an effect of this urbanization, the City and its residents face flood-prone areas, stormwater ponding areas, and water quality challenges. The main objective of this plan is to mitigate the effects of urbanization on the City of Green Bay and improve water quality. GSI is a strategy that involves managing stormwater where it falls on each property within the watershed. GSI attempts to mimic the natural environment by capturing, storing, treating, and slowly releasing stormwater runoff, thereby improving water quality and reducing the peak load on the stormwater drainage system and receiving waters. Many potential GSI strategies could be implemented in an urban environment, such as Green Bay. They include bioswales, green

roofs, greenways, porous pavement, rain gardens, rainwater catchment, and more.

Clean Energy Green Bay

In 2021, the City of Green Bay set a goal to reach 100% clean energy and carbon neutrality for the Green Bay community by 2050. This goal reaffirmed the City's commitment to addressing the negative impacts of climate change. In 2022, the City collaborated with Green Bay Metro Transit, Green Bay Water Utility, community members, and businesses to develop an actionable energy plan. Recommendations from the plan include clean electricity/solar installations, electric transportation, education, advocacy, and improved tree canopy cover. The plan results in a 40% reduction by 2030 compared to 2018 emissions.



East River Flood Solutions Project

From 2023 to 2024 the City of Green Bay developed plans to reduce flood hazards along the East River through a range of flood mitigation solutions. The goal of this project is to develop flood mitigation strategies that can be implemented on City-owned or managed properties along the East River and Baird Creek. The project also aims to benefit water quality, wildlife, and recreational access. With input from City staff, the East River Collaborative, and public outreach activities, the top sites with the greatest potential to provide flood storage and related benefits have been selected. East River Emilie Park was selected as the preferred, initial location for a large-scale urban wetland to serve as a resilient flood solution that will benefit people and nature. Other locations, such as East River Van Beaver Park are also being considered.

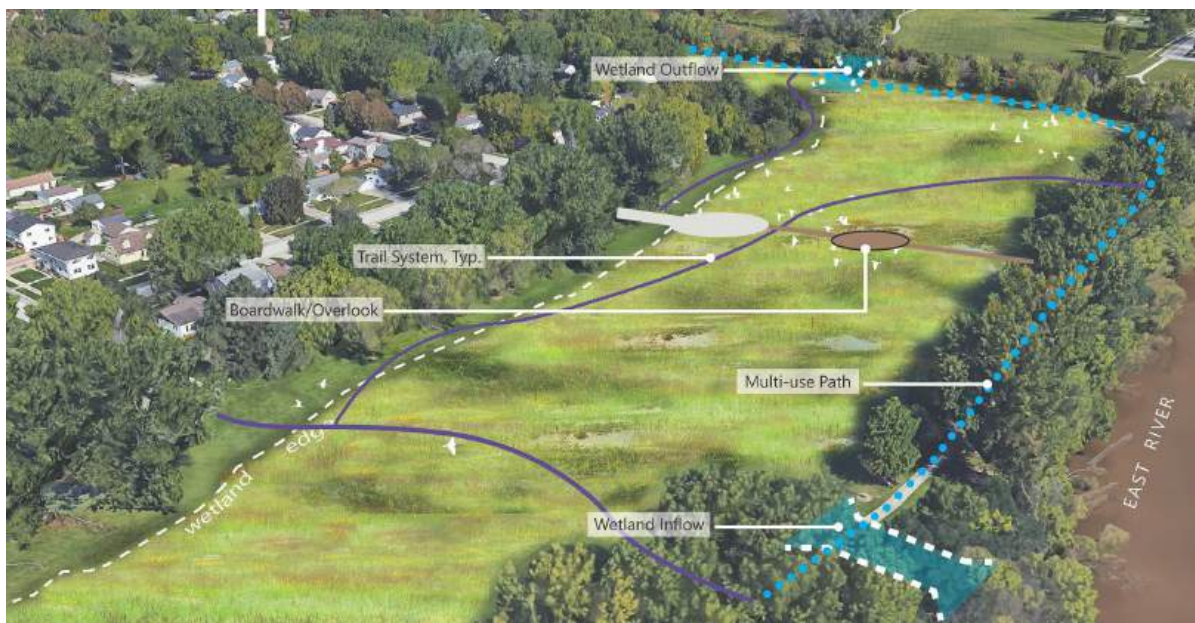
East River Recreational Trail Master Plan

The East River Recreational Trail Master Plan was created in 2024 to focus on flooding issues along the trail and to plan for social, environmental, and economic opportunities

along the trail corridor. The trail spans Green Bay, Allouez, Bellevue, De Pere, and Ledgeview. All five municipalities were involved in the planning for the project along with representatives of The Nature Conservancy and East River Collaborative. Community members were also engaged in the planning. Recommendations for vegetation plantings, flood and water quality structures, alternative routes, and amenities were provided in the plan.

East River Water Trail Project

Local kayakers who utilize the East River recognized the need to improve water quality, remove fallen trees and debris, and restore habitat which prompted a grassroots community-led effort to plan a water trail within the East River Corridor. Brown County Land and Water Conservation, municipal leaders, and nonprofit organizations have come together to expand efforts to improve water quality and outdoor recreational opportunities through stream restoration efforts through this planning.



Green Bay Safe Walk and Bike Plan

In the spring of 2019, the Green Bay Area Public School District and the City of Green Bay worked together to devise the Green Bay Safe Walk and Bike Plan. The purpose of the plan is to identify ways to empower adults and children of all ability levels throughout the Green Bay area to make walking and biking a part of their daily routines in getting to schools and other community destinations.

Green Bay University Avenue Corridor Brownfields Redevelopment Plan

In 2013, the City of Green Bay received a Brownfields Area Wide Planning (AWP) Grant through the U.S. Environmental Protection Agency (EPA), for the University Avenue Corridor, which extends approximately four miles from the East River to the University of Wisconsin – Green Bay campus. The corridor includes a mix of commercial and industrial properties and low-to-moderate-income housing.

The University Avenue Corridor traverses a large and diverse area of the City of Green Bay and lies



adjacent to some of the City’s most significant ecological areas. Many parts of the corridor have been identified as needing revitalization or redevelopment. Such development on a large scale is not easy or quick. An action plan has been developed as part of the study to give specific direction on actions that can be implemented immediately over the next many years.





Chapter 2: Strategic Planning

In this Chapter

- Key Strategies
- Core Values

Key Strategies

- 1. Build community, promote wellness, and ensure equal access for all.**
 - Provide excellent programs, services, places and spaces, and community awareness.
 - Improve civic engagement and provide opportunities for social connection.
- 2. Cultivate an effective, dynamic workplace.**
 - Increase training and professional development opportunities.
 - Expand internal and external communications throughout the department.
- 3. Efficiently and effectively manage all park assets.**
 - Work within the annually adopted budget and comply with policies and procedures.
 - Maintain and communicate inventories of programs, services, places, and spaces.
- 4. Steward of natural spaces and green infrastructure.**
 - Conserve, enhance, and acquire natural areas.
 - Preserve and improve green infrastructure.

Core Values

The Parks, Recreation, and Forestry Department has developed core values in which we have categorized historic and existing conditions within Green Bay as they relate to our key strategies.

Core Value: Representation and Opportunity

The inherent worth of each individual should be encouraged through quality recreational programming and providing park access to all.

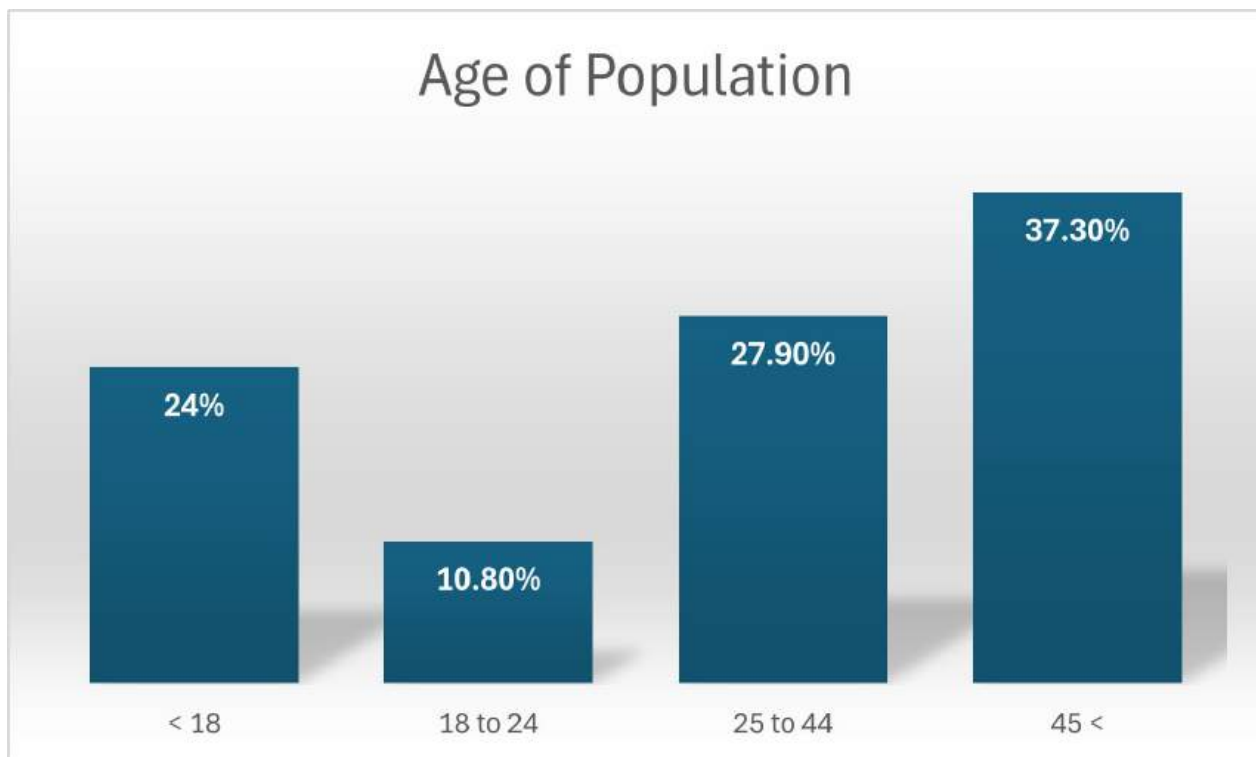
Total Population

The 2020 U.S. Census determined the City of Green Bay had a population of 107,395, an increase of 3.2% compared to the 2010 U.S. Census (104,057 residents). This is a higher growth rate than the previous decade (2000-2010), which saw a 1.7% increase. However, the Wisconsin Department of Administration projects that Green Bay's population could drop below 100,000 residents in 2050, due to decreased birth rates and an aging population in the state. Yet, these demographic trends could be proved wrong if the City maintains its focus on in-fill, multi-family housing development within its urban core and continued home construction on the remaining developable land on the City's urban edges, primarily on the northeast side.

Age of Population

The median age of residents has been increasing from 25.2 in 1970 to 35.2 in 2020. The age distribution of Green Bay is very similar to that of Brown County. The County's median age is slightly older at 37.9. According to the 2020 U.S. Census, **Graph 1** shows Green Bay's age percentages.

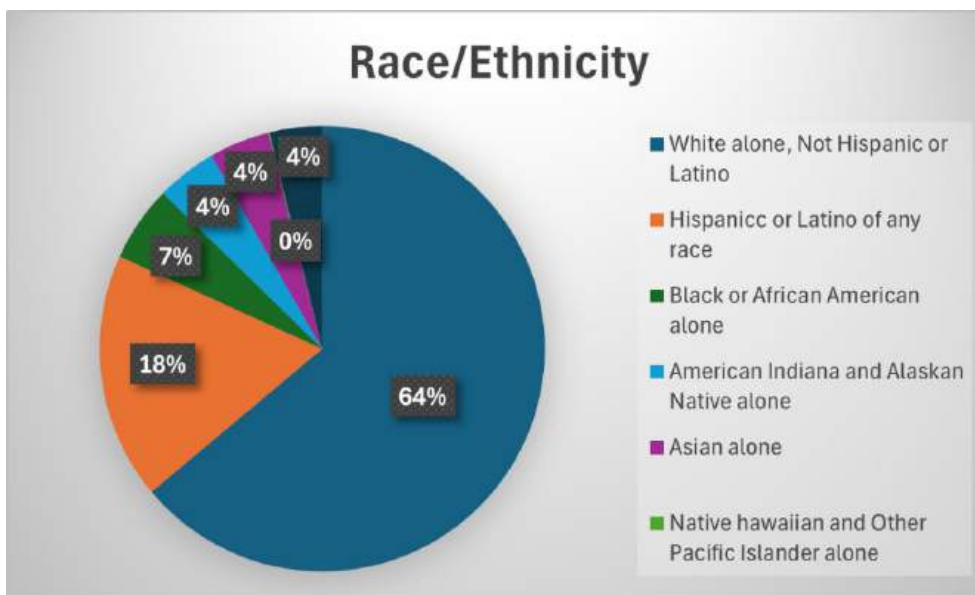
Graph 1 – Age of Population



Race/Ethnicity

While the overall minority group population comprised only 2.75% of the total population in 1980 and 14% in 2000, by 2020 the minority group population comprised 36.1% of the City's total population. This shows a trend of growing racial diversity in the City of Green Bay.

Graph 2 – Race/Ethnicity (2020)



Language Spoken

According to a 2024 EPA Environmental Justice Screening and Mapping Tool (EJ Screen) report, 16% of the population in Green Bay speak a language other than English in their home.

The Brown County Community Health Assessment 2023 – 2024 shows languages spoken at home as the following:

Graph 3 – Language Spoken (2023-2024)



Household Size and Makeup

The 2020 U.S. Census showed Green Bay having 43,673 households. The average household size was 2.27 persons per household.

The 2020 U.S. Census indicated the following in Green Bay households:

- 49.7% Female.
- 50.3% Male.
- 51.9% Non-family households.
 - 65.6% Individuals living alone.
 - 21.8% Individuals living alone over the age of 65.
- 49.6% Family households.
- 37.1% Married couples living together households.
- 28.9% Households with individuals less than 18 years of age.
- 12.4% Female householder with no husband present.
- 4% Male householder with no wife present.

The proportion of owner-occupied units has decreased from 67% in 1970 to 55% in 2020, while renter-occupied units have increased from 33% in 1970 to 45% in 2020. The changes in household make-up and family size over time also have an effect on the type of housing that is chosen or affordable by households.

The Brown County Community Health Assessment 2023-2024 shows 3.8% of adults in Wisconsin identify as LGBTQ+ with 29% LGBTQ+ adults (25+) raising children.

The National Recreation and Park Association (NRPA) emphasizes that public parks and recreation should ensure all individuals have access to quality programs, facilities, and spaces that enhance their lives and communities. Park and recreation planners and designers are crucial in addressing disparities by offering programs and resources that promote a welcoming environment with physical activity and healthy living for all groups.



Table 1 – Income Distribution	
<10,000	5.4%
10,000 – 14,999	5.7%
15,000 – 24,999	10.7%
25,000 – 34,999	9.9%
35,000 – 49,999	15.8%
50,000 – 74,999	21.2%
75,000 – 99,999	12.5%
100,000 – 149,999	13.0%
150,000 – 199,999	2.9%
>200,000	2.9%

Income and Employment

Table 1 shows the incomes including benefits for Green Bay residents.

Individuals in the workforce worked in a variety of sectors of the economy as shown in **Table 2**. The employment per sector reflects a fairly diverse economy with a large percentage of workers engaged in education, health, and social services.

Source: U.S. Census, American Community Survey, 2020: ACS 5-year Estimates Subject Tables

Table 2 – Industry by Occupation for the Civilian Employed Population 16 Years and Over	
Education, Health and Social Services	19.3%
Manufacturing	20.4%
Retail Trades	10.9%
Arts, Entertainment, Recreation, Accommodations, and Food Services	11.6%
Professional, Scientific, Administrative, and Waste Management Services	8.3%
Transportation, Warehousing, and Utilities	5.2%
Finance, Insurance, Real Estate, Rental, and Leasing	6.4%
Other Services (Except Public Administration)	4.7%
Construction	4.5%
Wholesale Trade	3.1%
Information	1.6%
Public Administration	2.9%
Agriculture, Forestry, Fishing, Hunting, and Mining	1.0%

Source: U.S. Census, American Community Survey, 2020: ACS 5-Year Estimates Subject Tables

The population of Green Bay is aging and becoming more diverse. Households are getting smaller, more mobile, and less likely to live in a traditional nuclear family or own a standard single-family home. These demographic shifts will have significant implications for planning outdoor recreational facilities and open spaces and will inform the City's commitment to creating public places for all members of our community to enjoy.

Additional Chapter Resources: U.S. Census Bureau, Wisconsin Department of Administration, Green Bay Smart Growth 2022, May 2003, Brown County Year 2020 Land Use and Transportation Plan, April 1996

Core Value: Public Health

Park access and programming serve a significant role in the promotion and protection of public health for those who live, work, learn, and play in the City of Green Bay.

Physical Health

Our parks and green spaces offer natural fitness centers and gyms. Walking and biking trails, sports fields, pools, and open spaces offer our community ways to support their physical health.

The Brown County Health Assessment 2023-2024 shows that 19% of adults in Brown County are physically inactive while 36% are obese.

An EPA, EJ Screen report from 2024 shows that the City's health indicator values are fairly close to the state and national levels, while Green Bay exceeds the state and U.S. average in the Persons with Disabilities category.



Table 3 -Health Indicators

Health Indicators					
Indicator	Value	State Average	State Percentile	US Average	US Percentile
Low Life Expectancy	17%	19%	27%	20%	22%
Heart Disease	5.30%	5.60%	43%	5.80%	44%
Asthma	10.60%	10.70%	66%	10.30%	64%
Cancer	6.10%	7%	24%	6.40%	42%
Persons with Disabilities	14.30%	12.40%	70%	13.70%	60%

Source: Environmental Protection Agency

U.S. Census data shows that in Green Bay 4.1% of the population has difficulty hearing and 4.1% have difficulty with vision.

The PRF considers the Americans with Disabilities Act (ADA), and accessibility in all new developments and works to improve accessibility within our existing facilities. An internal ADA audit of all park facilities was completed and identified improvements have begun. Over the next five years, the remaining projects will be prioritized in an action plan. Since 2007, the City has met ADA-accessibility compliance standards with new construction projects.

Physical health considerations continue to be a priority in PRF planning strategies.

Mental and Emotional Well-Being

Mental health is an important part of overall health that influences physical, social, and economic well-being.

The Brown County Health Assessment 2023-2024 shows Brown County residents reported having four poor mental health days per month on average with 14% of adults having 14 or more days of poor mental health each month. Additionally, the ratio of people seeking mental health care from health providers is 400 to 1 in Brown County which is more than the national average of 320 to 1.

The PRF programming and development considers mental and emotional well-being in its ongoing planning efforts.

Social Cohesion

It is essential for people to feel a part of something and reduce isolation and loneliness for overall wellness. The U.S. Surgeon General's Advisory on the Healing Effects of Social Connection and Community 2023, states loneliness is equivalent to smoking 15 cigarettes a day, which indicates that loneliness can severely impact social health. Parks, programs, events, and facilities offer a multitude of opportunities to connect with others.



Adverse Childhood Experiences (ACEs) are potentially traumatic events that occur in childhood that can affect a child's ability to bond with others which can negatively affect physical health. The Brown County Health Assessment 2023-2024 shows 60% of adults in Wisconsin have experienced at least one ACE and 19% have experienced four or more ACEs. It also showed that in Brown County 15% of survey respondents strongly agreed that they feel like they belong in the community, 43% agreed, 28% neither agreed nor disagreed, 10% disagreed, and 4% strongly disagreed.

Social cohesion is an important factor in every program, event, and facility our department offers. The goal is to create recreational opportunities that are free or affordable for all to participate in and use.

Spiritual Health

Parks play a significant role in nurturing spiritual health by providing serene and reflective spaces that foster a connection with nature, oneself, and others. Immersed in natural settings, individuals often experience a sense of peace and rejuvenation, which can enhance their overall well-being. The tranquil environments within Green Bay parks offer opportunities for contemplation, meditation, and mindfulness, allowing visitors to escape the hustle and bustle of daily life. By incorporating elements, such as peaceful gardens, walking trails, and designated quiet areas, parks can support spiritual health and create spaces where people can find solace, inspiration, and a deeper connection to the world around them. Such thoughtful design not only enriches the recreational experience but also promotes a holistic approach to health that includes the nurturing of the spirit.

Core Value: Sustainability

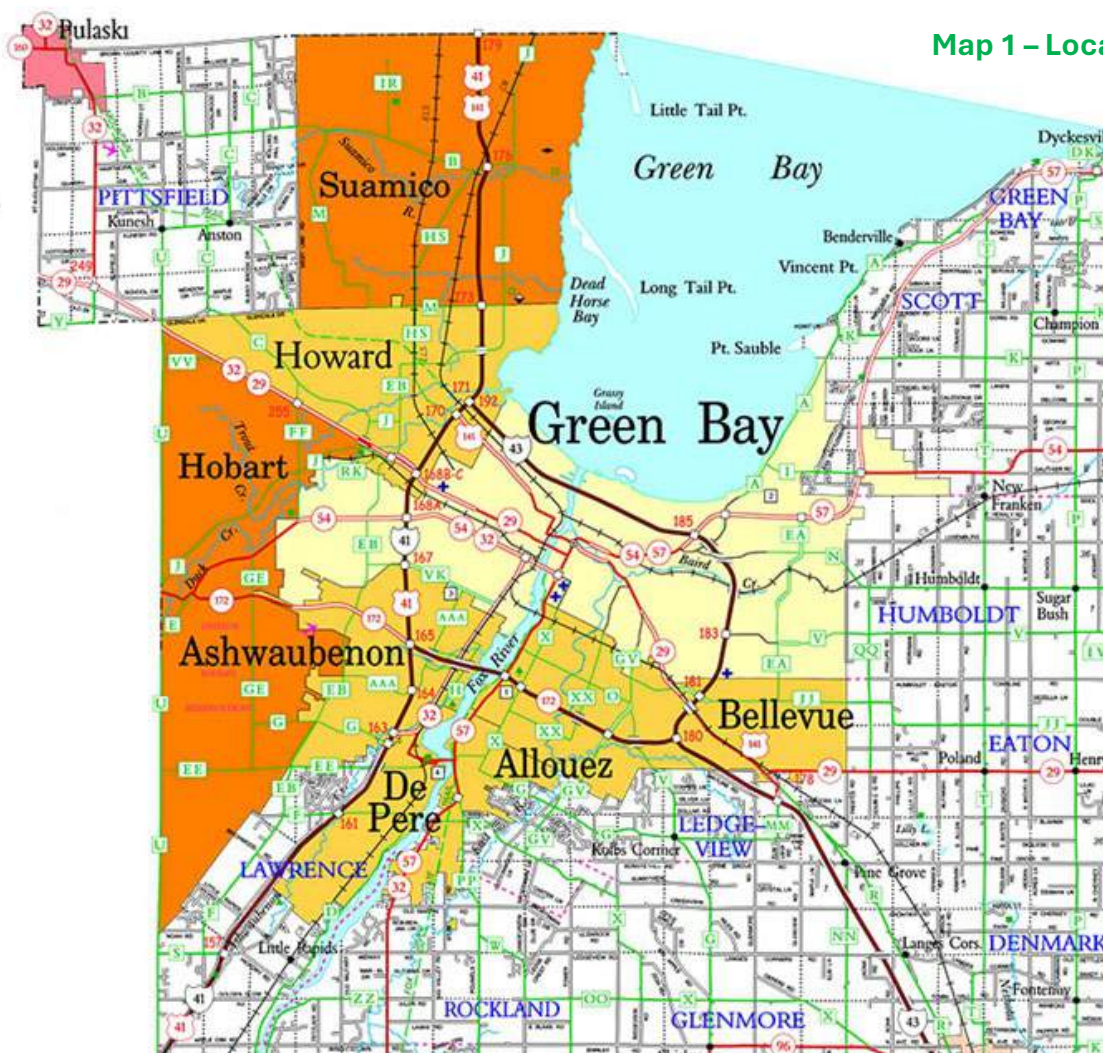
Our employees plan for and practice responsible management of natural resources to promote healthy ecosystems and welfare for current and future generations.

Area Setting

The City of Green Bay is located in central Brown County on the shores of the Bay of Green Bay at the mouth of the Fox River. The City is located 581' above sea level and has a total area of 55.76 square miles, of which 45.58 square miles is land and 10.28 square miles is water. Surrounded by smaller urbanizing communities, Green Bay is part of the largest urban area in the northern half of the state, with a metro area population of 320,050. **Map 1** depicts the location of Green Bay in Brown County and its location relative to surrounding communities.

The City sits at the bottom of the Door Peninsula, an area of unique natural, cultural, and recreational resources, and is also a gateway to the “North Woods” of upper Wisconsin. Green Bay is located 132 miles northeast of Madison, 112 miles north of Milwaukee, and 270 miles east of Minneapolis/St. Paul.

Map 1 – Location of Green Bay





Area Indigenous and Settlement History

The Menominee Indian Tribe was present in Green Bay when Jean Nicolet and other French explorers arrived starting in 1634. By 1667, the Menominee began trading furs with the French for other useful goods. This led the Menominee to create smaller, semi-permanent villages for the spring and summer. By the 1800s, the Menominee had villages along the Fox, Wolf, Wisconsin, and Oconto Rivers, as well as Lake Winnebago, and Green Bay. During this time, the Menominee land base was estimated to be about 10 million acres. However, due to United States Government treaties, this land base is now approximately 235,000 acres. Today, the Menominee Indian Tribe is located approximately 45 miles northwest of Green Bay in the village of Keshena.

The Oneida Nation of Indians of Wisconsin and the United States is a self-governing sovereign nation, originally from what is now New York. The Oneida relocated to Wisconsin in the 1820s to establish new homelands and preserve their sovereignty. In 1838, the Treaty



with the Oneida Tribe of Wisconsin and the United States established the 65,400-acre Oneida Indian Reservation along Duck Creek. Through the next few years, the land was divided and ultimately decreased from the original footprint. Today, the Oneida Nation boundaries overlap with parts of the west side of Green Bay. In 2021, the City of Green Bay entered a decade-long intergovernmental agreement with the Oneida Nation.

Green Bay was traditionally settled by large numbers of Belgian, German, Scandinavian, Dutch, and Irish settlers.

Historically rich in natural resources, the Green Bay area transitioned from fur trading to the processing and shipping of resources, including lumber, and eventually became a major producer of paper products. Today, Green Bay is a significant industrial and commercial center. In addition to paper, other major industries include, healthcare and medical services, insurance, food and beverage processing, and transportation.

Geography and Resources

In addition to the Bay of Green Bay, other water resources include the Fox River, a major economic and recreational asset to the City, the East River, and several creeks including Baird, Duck, Willow, Mahon, and Beaver Dam Creeks. Some of these waterways have linear greenways and/or natural resource areas along them. One of the largest intact resource areas is the Baird Creek Greenway, which provides a linear corridor with wooded areas of varied topography, pockets of wetlands, and remnant native plant communities. Lands along the East River contain broad floodplains that were preserved as open space and are utilized for various recreational assets. Most pre-settlement wetlands in the City have been filled including several hundred acres along the bay, but small pockets of remnant wetlands remain throughout.

The Niagara Escarpment, which skirts the eastern edge of the City and underlies Door County, is a several hundred miles long ridge of dolomitic limestone that was influential in the creation of landforms during the last glacial period, including the Bay of Green Bay and Lake Winnebago. Most of Green Bay is a fairly level, glacial till plain with moderately well-drained to poorly drained soils and clayey subsoils well-suited to agriculture, but not always well-suited to urban development. Many undeveloped areas around the City typically have poorly drained soils. However, northwestern areas of the City contain deeper, well-drained soils with sandy to loamy sub-soils.

The more varied topography of the areas along the eastern edge and to the southeast of Green Bay are associated with the escarpment. The many quarries in these areas that provide natural building stone and gravel products capitalize on the presence of this hard limestone. In general, the landscapes associated with this landform are rich in natural, cultural, and historic resources and contain unique natural environments of plants and wildlife.

The City has a significant urban forest cover associated with its many greenways, natural resource areas, parks, railroad corridors, and various open spaces. In addition, the City has a well-established forestry program that provides well-maintained street trees and tree canopy in various public green spaces.

The presence of floodways and wetlands, soil type, drainage potential, topography, and habitat quality are all factors influencing development potential and quality of development of lands. These factors should be considered when choosing appropriate lands for park creation or expansion and, also for resource protection.



Table 4 – Land Use Distribution

Land Use Category	Area in Acres
Single Family Residential	7,126
Right-of-Way	4,825
Natural Areas	3,614
Agriculture	3,319
Parks and Recreation	2,083
Industrial	1,905
Institutional/Governmental	1,324
Commercial	1,211
Communication/Utilities	968
Multi-Family or Mobile Home	812
Two Family	713
Water	675
Transportation Related	408
Railroad Related	312
Open Space	113
Land Under Development	111

Land Use

The land use pattern of the City is a classic example of historical development in a watercourse-oriented city. Green Bay originated and flourished because the Bay and the Fox River provided trading opportunities and access to other commercial centers. Most industrial development has occurred along both banks of the Fox River. Commercial development is situated in a dominant central business district southeast of the industrial district on the east side of the river. There is also a small, prominent commercial district just west of the Fox River and several major commercial strip developments located along major arterial streets throughout the City. A significant land use feature within the City of Green Bay is the large amount of agricultural and open land lying within the City limits. It amounts to over 10% of the total City area and is located primarily near

the eastern City limits. However, this area is under pressure from expanding residential development. See **Table 4** for the approximate acres of various land use types.

Climate

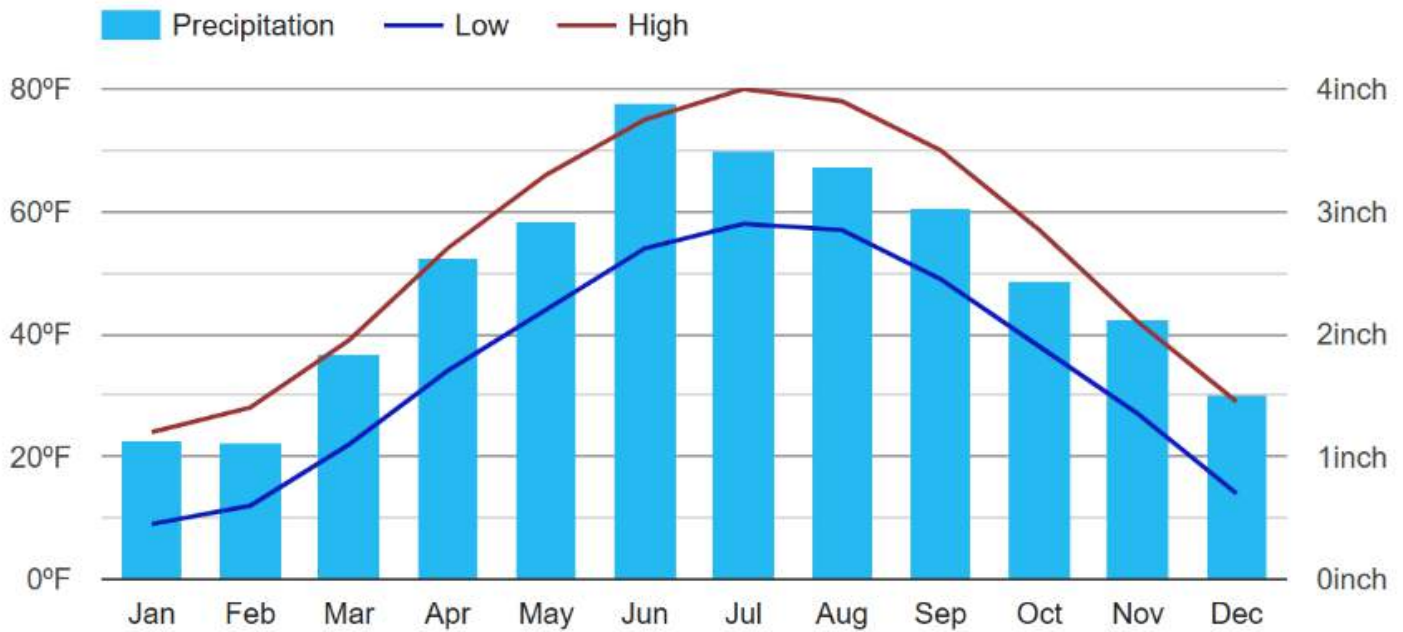
Green Bay has a humid continental climate with warm, humid summers, and long, cold, snowy winters with no dry season. Daily high temperatures don't often exceed 89°F and low temperatures rarely fall below -10°F. The average annual high temperature is 54.7°F and the average annual low temperature is 36.7°F. Green Bay's warmest month is July with an average daytime high temperature of 81°F and an average daily low of 60.1°F. The coldest month is January with an average minimum temperature of 11.1°F and an average maximum temperature of 25.1°F. (See **Graph 3**)

The shortest day (daylight hours) occurs on December 21 with 8:50 hours of daylight; the longest day is June 20 with 15:33 hours of daylight.

Green Bay has an average annual precipitation rate of 31.61" (which corresponds to 55.6" of snow for the cold months). The driest month is February with an average precipitation rate of 1.2"; the wettest month is June with an average precipitation rate of 4.1". *Source: Wisconsin State Climatology Office (NOAA National Climate Data Center 1991-2020 and U.S. Climate Data 1981-2010; Austin-Straubel Airport Weather Station)* (See **Graph 3**)

The U.S. Department of Agriculture (USDA) Plant Hardiness Zone Map is the standard by which gardeners and growers can determine which perennial plants are most

Graph 3 – Climate Graph



likely to thrive in a location. The map is based on the average annual extreme minimum winter temperature, displayed as 10-degree F zones and 5-degree F half zones. When the map was updated in 2023, it showed a 2-degree F increase from 2012-2023. This shifted Green Bay's Plant Hardiness Zone from 5a (-20 to -15-degrees F) to 5b (-15 to -10-degrees F).

Climate change causes rising temperatures, extreme heat events, drought, and fewer days of freezing which impacts recreational offerings, development, and the natural environment including shifts in ecosystems and natural habitats. The PRF looks to build resilient landscapes and infrastructure that can adapt with climate change.

Flora and Fauna

Loss of indigenous habitat and wildlife has occurred throughout the City of Green Bay

through development and the introduction of invasive plant and animal species, as well as other factors. Locally and nationwide, pollinator decline and endangered species concerns continue to be issues worth discussing and acting on. In Green Bay, there are over 30 endangered species and over 35 threatened species; most of which have been reported on parkland.

Green Bay Conservation Corps

The Bay Beach Wildlife Sanctuary (WLS) is a 535-acre facility whose primary task is to rehabilitate injured animals and help mitigate wildlife loss while providing refuge for animals in Green Bay. The facility provides care for over 6,500 animals per year on average. Throughout the year, staff plan and host a multitude of educational programs including animal feeding demonstrations, animal ambassadors, storytime, and guided nature hikes. In the summer, the WLS holds



multiple summer camps for children of various ages.

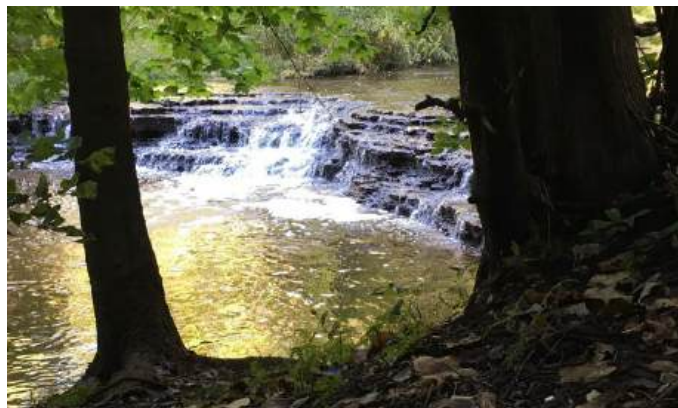
The City implemented the Green Bay Conservation Corps (GBCC) program in 2022 to mitigate habitat and wildlife loss through preservation and restoration efforts. Since its establishment, the GBCC has installed over 40,000 native plants, trees, and shrubs in the park system. In 2024, from May to August Conservation Corps members removed over 9,300 gallons of invasive species from City of Green Bay parks and greenways. The program has been responsible for improving habitat health across over 150 acres; with follow-up treatments occurring on all sites. Additionally, the GBCC engages 150-200 volunteers annually and hosts numerous programs in the park system.

In 2024, the GBCC partnered with the Green Bay Botanical Garden to reimplement the Pollinator Corridor Project to increase habitat throughout the urban city and create a pathway for pollinators to navigate through the city. The GBCC recorded seven occurrences of the Federally Endangered Rusty-Patch Bumblebee in Green Bay parks helping the Fish and Wildlife Service update their population maps.



Frog and toad species are used to indicate habitat health since they are easily impacted by pollutants. In the spring of 2023, the GBCC began surveying the parks system for all frog and toad species completing a total of 75 surveys. These were repeated in 2024 with additional sites added. This data creates a baseline for restoration practices and will allow the program to make informed decisions when planning future projects. Out of the 12 Wisconsin species, 8 were identified.





Water Quality/Flooding

Stormwater runoff and flooding are significant concerns in Green Bay due to the City's geographical and infrastructural characteristics. The City experiences heavy rainfall and snowmelt, which can overwhelm its storm sewer systems. Urban development has increased impervious surfaces like roads and buildings, reducing the natural absorption of water and exacerbating runoff problems.

Green Bay's stormwater runoff issues lead to several problems, including, localized flooding which can damage property and disrupt daily life. The City has implemented various strategies to address these challenges, such as improving drainage systems, creating retention ponds, and promoting green infrastructure like rain gardens and permeable pavements to help manage and mitigate runoff. Additionally, Green Bay is working on enhancing its stormwater management policies and community awareness to better prepare for and respond to flooding events.

In Green Bay, stormwater runoff not only contributes to flooding but also impacts water quality, leading to problems like algal blooms. When rainwater washes over urban areas, it picks up pollutants such as nutrients from fertilizers, pet waste, and other contaminants. These nutrients, particularly nitrogen and phosphorus, enter waterways and can cause excessive growth of algae, known as algal blooms.

Algal blooms can have several detrimental effects on water bodies, including Green Bay's waterfront areas. They reduce oxygen levels in the water, which harms aquatic life and disrupts ecosystems. Additionally, some algal blooms produce toxins that can be harmful to humans,



pets, and wildlife. To address these issues, Green Bay has been focusing on improving stormwater management practices to reduce nutrient runoff, such as implementing better land use practices, enhancing treatment processes, and promoting community education on reducing pollutants. By tackling both runoff and nutrient pollution, the City aims to protect water quality and mitigate the negative impacts of algal blooms.

The Environmental Protection Agency (EPA) has been updating floodway maps. This is a significant development for Green Bay, as it helps the city better manage and prepare for flooding events. Floodway maps are crucial for identifying areas at risk of flooding and are used to guide land use planning, development, and emergency response.

With accurate and current floodway maps, Green Bay can enhance its floodplain management strategies, such as updating building codes, investing in flood protection infrastructure, and designing more effective stormwater management systems. Additionally, these updates can improve community

preparedness by providing residents with better information on flood risks and encouraging practices that reduce vulnerability to flooding. Overall, the updated floodway maps play a crucial role in strengthening Green Bay's resilience to flood events and ensuring the safety and well-being of its residents.

The City of Green Bay Parks Department plays a pivotal role in addressing stormwater runoff, flooding, and associated issues like algal blooms through various initiatives and management strategies. Through contributions to green infrastructure projects, floodplain management, public education and



awareness, maintenance, and proper planning with park development, the Parks Department helps enhance the City's resilience to flooding, improves water quality, and contributes to the overall well-being of the community by creating functional, sustainable green spaces.

Air Quality

In the City of Green Bay, air quality is a key concern, influenced by factors such as industrial emissions, vehicle traffic, and seasonal changes. The City's air quality has generally been monitored to ensure it meets health standards, but occasional issues with pollutants like ozone and particulate matter can arise. Park and street trees play a crucial role in improving air quality by serving as green lungs for urban areas. Trees and vegetation absorb carbon dioxide and pollutants, release oxygen, and provide natural filtration, helping to reduce the levels of harmful airborne substances. Moreover, parks encourage outdoor activities and promote sustainable practices, such as reducing reliance on vehicles by offering walkable green spaces. By increasing the number of parks and enhancing its green infrastructure, Green Bay can further mitigate air pollution, contribute to a healthier environment, and offer residents cleaner, fresher air.

Clean Energy – Solar, Electric, Mass Transportation/Walkability

As the City of Green Bay plans to integrate clean energy solutions into its parks, the focus on solar power and electric vehicle (EV) infrastructure represents a forward-thinking approach to sustainability. Currently, there is only one park with solar panels and no EV charging stations installed in the parks. Planning is underway to incorporate these technologies in future developments. Installing solar panels in parks could provide renewable energy for lighting, signage, and other amenities, reducing reliance on non-renewable energy sources and decreasing the parks' carbon footprint. Similarly, planning for EV charging stations within park facilities would support the shift towards cleaner transportation options, making it more convenient for residents to use electric vehicles.



Additionally, enhancing public transit options and walkability to parks remains a priority, as these improvements can further reduce environmental impact and encourage sustainable transportation practices. By integrating these clean energy initiatives into park design, Green Bay aims to create more eco-friendly spaces that contribute to the City's broader sustainability goals.



Core Value: Adaptability/Resiliency

Preparedness and the ability to respond, recover, and adjust to new difficulties and opportunities as they arise.

Emergency Planning/Recovery

Flooding

As storm events with large amounts of precipitation are becoming more frequent, areas of Green Bay are experiencing more frequent issues with flooding.

Coastal resiliency has been at the forefront of planning related to coastal development. The PRF is looking to prioritize nature-based solutions for coastal projects where environmental and engineering practices weave natural features and/or processes into the built environment to promote sustainability.

Over the past few years, the Parks Department has begun to reduce the size of existing wood chip beds by converting them into turf areas or native plantings. The reason for doing this is that in heavy rainfall events, the wood chip areas flood and the wood chips tend to float away and end up in the storm sewer system. Having turf or plants around the drains or reducing the size of the wood chip beds results in fewer wood chips in the storm sewer and easier cleanup of wood chips in the turf areas.

Tree and Asset Losses Due to Environmental Factors

Emerald Ash Borer (EAB) has been attacking ash trees in Green Bay since 2009. In that time, the street tree population has been reduced from 7,200 ash trees to now 1,600 ash street trees. Forestry staff is taking measures to protect healthy ash trees from infestation to help keep a representative population of ash trees (~5%) in the City. In order to



create a more diverse and resilient urban tree population, staff is planting a wide variety of trees to help reduce the potential impacts of any future insect infestations or disease infections. Current tree planting procedures follow the recommended 10-20-30 rule. This rule serves as a guide to not have more than 10% of the city tree population represented by one species and no more than 20% of the tree population represented by a given genus of tree. No more than 30% of the tree population should be comprised of a given tree family. Forestry staff has made great strides in diversifying the tree population. Only Norway Maple, as a species and maple as a genus are represented higher than these guidelines. Future tree-planting efforts will continue to focus on improving these figures. Reducing the number of maple trees being used to replace street trees and avoid over-use of maples in new developments.

The PRF has been mitigating tree removal and replacing damaged assets such as playground equipment and roofs from falling trees after large storm events.

Pandemic Response

Due to the Covid-19 pandemic, protocols are in place to handle a future public health crisis.



Homelessness

The number of people experiencing homelessness in Green Bay, and throughout Wisconsin is increasing at an alarming rate. The Balance of State Continuum of Care analyzes homelessness data from 69 out of Wisconsin’s 72 counties. This data is split up into subcategories of homelessness, sheltered and unsheltered. Those who are sheltered live in transitional housing or emergency shelters and those who are unsheltered live in places not meant for human habitation. Coalition members counted people experiencing homelessness in January of 2024 and found 343 people who were unsheltered among these communities. This number has increased 28% from 2023. The number of unsheltered people living in Brown County nearly doubled in 2024, affecting 86 people and accounting for 25% of the

total count. In 2023, this number was 48 unsheltered people. Dane County, which has more than double the population of Brown County counted 90 unsheltered people, only four more people than Brown County. Furthermore, Milwaukee County, which has more than triple the population of Brown County counted between 100 and 130 unsheltered people. In Brown County, 616 people are experiencing some kind of homelessness, whether that means being unsheltered, living in emergency shelters, living in transitional housing, or people being served through victim service providers.

Source: Green Bay Press Gazette Brown County’s homelessness numbers ‘startling,’ says leader of Wisconsin Balance of State, April 12, 2024

Table 5 – Homelessness

January Point in Time Count						
	2019	2020	2021	2022	2023	2024
Emergency Shelter	238	303	284	388	321	379
Transitional Housing	139	116	134	142	177	151
Unsheltered	5	10	16	28	48	86
Total	382	429	434	558	546	616

July Point in Time Count						
	2019	2020	2021	2022	2023	2024
Unsheltered	--	--	41	89	125	154

**Comparatively, Dane County found 89 people unsheltered in January 2024. Our unsheltered numbers are rivaling a County that has over double our population size.

The Green Bay Parks, Recreation, and Forestry staff understand that resolving the complex issues associated with homelessness in parks requires time, understanding, and collaboration with social service providers. Parks and other green spaces welcome all members of the community. Anyone can experience homelessness and those experiencing homelessness are part of our community.

Shifts in Staffing

Starting in 2020 Parks Maintenance and Recreation programs noticed a lower number of applications for our seasonal positions. To help resolve the issue, the department put a focus on marketing strategies, hiring bonuses and incentives, and an increase in wages. The trend continued until 2023 when we saw a rise in applications and hires. In 2024, the Parks and Recreation divisions were fully staffed for the first time since 2020.

This trend also affected our aquatics programming. Beginning in 2018, the number of lifeguards available was trending down. During the COVID-era, a worldwide shortage struck our area hard. Certification classes weren't available, and current lifeguards weren't recertifying. The PRF worked to correct the issue by raising lifeguard wages and offering free certification courses. After multiple summers operating short-staffed, reducing services, and altering schedules, staffing for lifeguarding (and other recreation areas) is trending back to what it was prior to the COVID-era.

Shifts in Recreational Preferences

The PRF recognizes that trends in recreational programming are continually shifting.

Beer gardens are becoming more common nationally within park and recreation facilities and programming. The City of Green Bay is currently working to develop beer garden service sites within Green Bay parkland and has updated the ordinance to allow PRF staff to serve malt beverages in parkland.

Pickleball continues to grow as a sport nationally and locally. The PRF is working to develop new pickleball facilities within parkland in addition to painting pickleball lines on existing tennis courts to accommodate both uses.

Nature play and nature-based programs are becoming more popular nationally and should be considered as part of the PRF's development and programs.



Our community has responded more to special events and one-day workshops or classes. Registration numbers in long-term programs have been declining over recent years. Our focus over the next five years is to offer more workshops, individual classes, and special events.

Core Value: Customer Focus

Our development, programming, and operations meet stakeholder needs and satisfaction through thoughtful planning and actions.

Public Input

The PRF engages with the community and stakeholders to develop parkland and programs whenever possible, to ensure we are meeting the desires and needs of the majority within the community.

The PRF seeks public input during the development of master plans for parks or a change in the use of an existing park. This process includes notifying the Alderperson of the District where the proposed work is occurring, Neighborhood Associations, and landowners within 400' of a park boundary when a public input meeting is being held. Additionally, the PRF works with Bid Districts, the Green Bay Area Public School District, user groups, and other stakeholders regarding input on the development of parkland and trails within the City.

Ongoing input and requests are carefully evaluated as the PRF plans for development, programming, and funding. The PRF is actively working to see how public input methods can be streamlined and improved.

Social Media

The PRF posts park and recreational information and updates on Facebook and Instagram where we monitor comments from the public regarding



development, programs, and events to better understand what the public is interested in and opposed to. Additionally, these platforms offer the public resources for suggesting new opportunities for the City to consider.

Online Registration

Online programs and shelter registrations have helped to streamline the registration process while expanding the service window to users outside of regular business hours.

Marketing

The PRF has a marketing coordinator whose focus is on marketing and public outreach. This role helps to create a consistent brand and message throughout the department.

Broadband

Broadband access for residents of Green Bay has seen notable improvements in recent years, though challenges remain. The City has made strides in expanding high-speed internet

coverage to underserved areas through various initiatives and partnerships with internet service providers. Efforts include infrastructure upgrades and investment in fiber-optic networks to enhance connectivity. However, disparities still exist, particularly in more remote or economically disadvantaged neighborhoods. Addressing these gaps remains a priority, with ongoing discussions around policy adjustments and funding opportunities aimed at ensuring equitable and widespread broadband access for all Green Bay residents.

Facility Rentals

The Parks Division currently rents 16 enclosed shelters to the public which are available during the months of April through October. The shelter rentals are balanced to eight shelters on the east side of the city and the west side of the city. There are five open shelters within the parks system that are open to the public. Although the primary shelter rental season is from April through October, on a daily basis. The list of available shelters is analyzed and updated on a yearly basis.

Bay Beach Amusement Park currently rents open shelters, a dancehall, and an open area



available for the months of May to September during normal operating hours.

The Bay Beach Wildlife Sanctuary offers various rental opportunities including a banquet facility, several indoor meeting rooms, and outdoor spaces.

Maintenance of Parks

Currently, there are 24 full-time park maintenance workers who provide the maintenance to the City parks. This includes:

three carpenters, one painter, one HVAC specialist, one pool maintenance worker, seven mechanics, and one city plumber. With additional park facilities coming, more park staff is going to be needed to maintain the parks to a satisfactory level.





Chapter 3: Open Space and Recreation Inventory, Distribution, Analysis, and Needs Assessment

In this Chapter

• Introduction	• Facility Types	• Open Space Inventory	• Open Space Distribution	• Open Space Comparison with Other Communities
• Open Space Access	• Open Space Distribution and Access Analysis	• Recreational Opportunities Summary	• NRPA Metrics Assessment	• Recreational Opportunities Analysis
• Prop Update Public Input Methods and Data				

Introduction

This chapter looks at the classification of parkland, as well as, an inventory of existing open space, trails, park amenities, and recreational opportunities within Green Bay. We’ve also evaluated parkland distribution and National Recreation and Park Association (NRPA) recommendations, standards, and metrics. Additionally, we’ve gathered public

input to better understand local community preferences. This allows us to compare, analyze, and understand where we are meeting, exceeding, or falling short in providing service areas and services within Green Bay. This chapter along with previous chapters guides us in developing recommendations found in Chapter 4.

Facility Types

The NRPA established park classifications in the “Park, Recreation, Open Space and Greenway Guidelines”, 1996. These guidelines are general considering the differing socioeconomic, climatic, geographic, and cultural diversity of various areas as it would be almost impossible to apply all of the standards of every situation in every community.

See **Table 6** for descriptions of classifications.

Table 6 – Park Classification Descriptions

Classification	General Description	Location Criteria	Size Criteria
Mini -Park (4)	Used to address limited, isolated, or unique recreational needs.	Less than ¼ -mile distance in a residential setting.	2,500 sq. ft. to one acre.
Neighborhood Park (30)	The neighborhood park remains the basic unit of the park system and serves as the recreational and social focus of the neighborhood. The focus is on informal active and passive recreation.	¼ - ½ -mile distance and uninterrupted by non-residential roads and other physical barriers.	5 to 10 acres.
Park/School (15)	Depending on the circumstances, combining parks with school sites can fulfill the space requirements for other classes of parks, such as neighborhood, community, sports complex, and special use.	Determined by location of school district property.	Variable.
Community Park (7)	The community park serves a broader purpose than a neighborhood park. The focus is on meeting community-based recreation needs, as well as preserving unique landscapes and open spaces.	Determined by the quality and suitability of the site, usually serves two or more neighborhoods and ½- to 2-mile distance.	30 to 50 acres is typical but can be variable to accommodate desired uses.

Large Urban Park (1)	Large urban parks serve a broader purpose than community parks and are used when community and neighborhood parks are not adequate to serve the needs of the community. The focus is on meeting community-based recreational needs, as well as, preserving unique landscapes and open spaces.	Determined by the quality and suitability of the site. Usually serves the entire community.	50 to 75+ acres, can be variable to accommodate desired uses.
Sports Complex (2)	Consolidates heavily programmed athletic fields and associated facilities to larger and fewer sites strategically located throughout the community.	Strategically located community-wide facilities.	25 acres minimum, with 40 to 80 acres being optimal.
Special Use (9)	Covers a broad range of parks and recreation facilities oriented toward single-purpose use.	Variable – dependent on specific use.	Variable.
Natural Resources Areas (1)	Lands set aside for preservation of significant natural resources, remnant landscapes, open space, and visual aesthetics/buffering.	Resource availability and opportunity.	Variable.
Greenways (13)	Effectively tie park system components together to form a continuous park environment.	Resource availability and opportunity.	Variable.
Urban Green Space (11)	Public green space areas including pedestrian trails.	Resource availability and opportunity.	Variable.

Open Space Inventory

There are 69 parks that the PRF manages with a total of 2,677.08 acres of recreational open space in the City of Green Bay.

Of these, there are four mini-parks, 31 neighborhood parks, 15 parks/schools, and 7 community parks that makeup 915.29 acres, with the City owning 773.63 acres and the School District owning 141.66



acres. The City owns 1 large urban park, 2 sports complexes, and 9 special-use parks which make up 747.56 acres of open space. Additionally, the City owns 1 Natural Resource Area, 13 Greenways, and 11 Urban Green Spaces consisting of 1,014.23 acres.

Please note that only City-owned parkland is calculated in the total recreational open space acreage. Property owned by UWGB, NWTC, or other School District property not adjacent to parkland was not included in this study. The City also owns Cooke Park, which is a 24.50-acre parcel located in the Village of Ashwaubenon, at the site of the National Railroad Museum. Since this property is not located within the City of Green Bay, it is not included in the open space calculation.

Open Space Distribution

The existing Green Bay park system is a result of over 100 years of park development. **Map 2** shows where existing parks are located.

Green Bay open space has been generally based on the neighborhood park concept resulting in many newer areas of the City having park access as described by these standards. Yet, older park areas have more parks within closer proximity but of smaller size.

Past experience in Green Bay has shown that 15 acres of actual usable space has worked well for neighborhood parks, while 25 acres of usable space works well for community parks. In the case of neighborhood parks, this often results in a total park area of 20 to 40 acres (Community Park, 30 to 60 acres) when combined with a waterfront parkway or natural area.

Some neighborhoods are cut off by busy four-lane roadways or similar barriers that can be difficult for younger children and adults to safely navigate. The PRF is working to create better access to parks throughout the City.

Table 7 – Classifiable Park Acres per 1,000 Population Analysis

	NRPA Guidelines		City of Green Bay Parks	
Park Types	NRPA Guidelines by Park Type Acre per 1,000 population	Equivalent acres based on Green Bay's population	Total Acres by park type as of 2024	Actual acres per 1,000 persons
Mini Park	0.25 – 0.5	26.85 – 53.70	2.44	0.02
Neighborhood Park	1.0 – 2.0	107.40 – 214.79	376.29	3.5
Community Park	5.0 – 8.0	536.98 – 859.16	536.56	5.0
Large Urban Park	Variable	*	76.45	0.71
Sports Complex	Variable	*	64.08	0.60
Special Use Park	Variable	*	607.03	5.65
Natural Resource Area	Variable	*	129.24	1.20
Greenways	Variable	*	853.07	7.94
Urban Green Space	*	*	31.92	0.30

Notes: City of Green Bay Population used for calculations is 2020 U.S. Census data population of 107,395.

Open Space Comparison with Other Communities

Table 7 shows the NRPA suggested numbers of each type of facility per unit of population. This is useful when considering how well various facility types are distributed throughout the City. However, these are meant to be used as approximate minimum guidelines and not absolute requirements. The number and size of recreation facilities tends to fluctuate greatly from one community to another depending on local demand.

Open Space Access

The NRPA recommendations suggest that all residents should have safe, easy access to a neighborhood park, community park, or park/school site within one-half mile of their home or a play lot (mini-park) within one-quarter mile. The City's walkability to parks is shown in **Map 3**.

The following trail inventory (**Table 8**) indicates the various trail types throughout the park system that are recognized and maintained by the City. In addition to those listed here there are many miles of informal, unimproved dirt trails throughout the park system, especially within the larger greenways and open space areas that are not counted in the trail inventories below.

Table 8 – Trail Inventory

(See Map 3)

Existing Paved Shared-Use Trails	Existing Miles
Baird Creek Trail	3.10
Baird Creek Preserve Trail	0.40
East River Trail – Main Trail	2.28
East River Trail – Streu’s Pharmacy	0.10
East River Trail – West Bank, South of Cass Street	0.84
Fox River West Bank	0.43
Fox River East Bank	2.19
University Avenue Recreation Trail	0.87
Webster Avenue Trail	0.74
West Side Trail	1.14
Total	12.09

Existing Informal Trails	Existing Miles
He-Nis-Ra Park	2.72
Ken Euers Park	2.00
Red Smith Park	0.68
Wildlife Sanctuary	6.20
Total	11.60

Existing Cross-Country Ski Trails	Existing Miles
Baird Creek Greenway	3.32
Christa McAuliffe Park	0.82
Colburn Park	1.93
Ted Fritsch Park	0.65
He-Nis-Ra Park	2.28
Perkins Park	1.66
Preble Park	0.60
Wildlife Sanctuary	4.32
Total	15.58

Designated Mountain Bike Trails (Dirt)	Existing Miles
Baird Creek Greenway	8.00

It is worth noting that part of the Fox River Trail in downtown Green Bay contains a designated art/sculpture walk. Also, parts of the Fox River Trail, Baird Creek Greenway Trail, and some east-side park sites are also incorporated into the Green Bay Packers Heritage Trail. The heritage trail is set up primarily as a walking tour in the downtown and near east side and highlights significant people, places, and events in Green Bay Packers history (from 1919 to 1968) through a series of bronze commemorative plaques. The Heritage Trail was developed and is maintained by a private foundation.

Open Space Distribution and Access Analysis

The City does a reasonable job of meeting the needs for open space through the provision of neighborhood and community parks, but acquiring additional parkland is needed to accommodate existing and new service areas.

Many parks are within walking distance to most residents which is especially true in the “older” areas of the City that developed with the traditional grid pattern. Where the provision of classifiable parkland falls short is in the outlying eastern and western edges of the City, which is developed on an auto-oriented planning pattern where development is more dispersed.

Recreational trail development should continue to be an ongoing goal for the PRF to tie into new and existing parklands for easier access.

Recreational Opportunities Summary

The PRF offers a multitude of different recreational programs, events, and amenities that accommodate varying

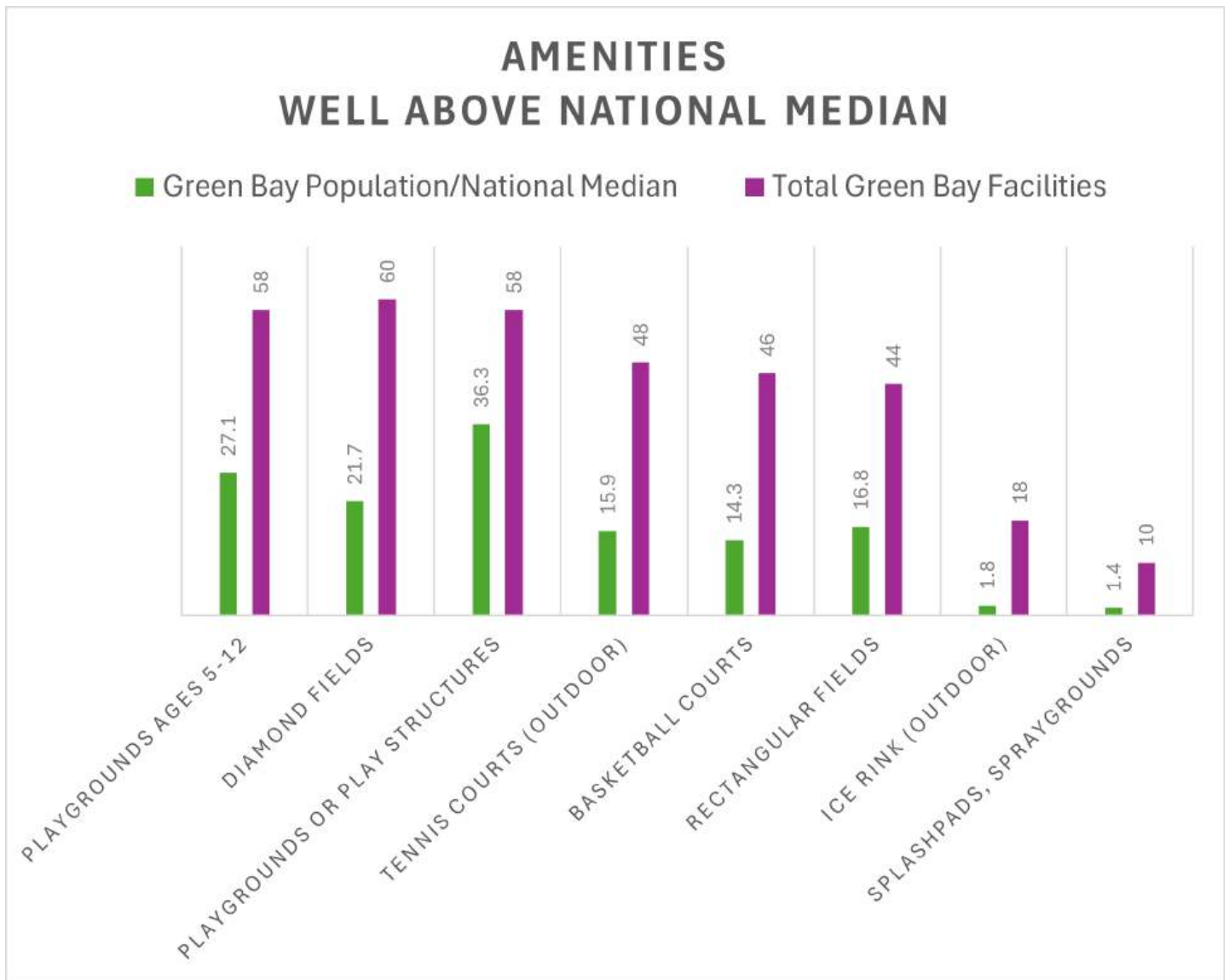
demographics. Based on public input, local and national trends, and program analysis, the recreation staff creates a five-year strategic programming plan. This plan is analyzed and revised annually. The goal is to create recreational opportunities that will serve the needs of our community.

NRPA Metrics Assessment

The National Park and Recreation Association (NRPA) Park Metrics Benchmark Database information is gathered annually with nearly 1,000 park and recreation agencies participating in providing this data. The NRPA publishes a summary of the findings yearly for anyone’s use in the NRPA Performance Review. With this information, we can compare Green Bay park facilities and recreation programs with those of our peers. However, these metrics are relative, especially in considering the size of a community, and should serve as general criteria to aid in the planning and decision-making process, not as absolute requirements as every community has different needs.



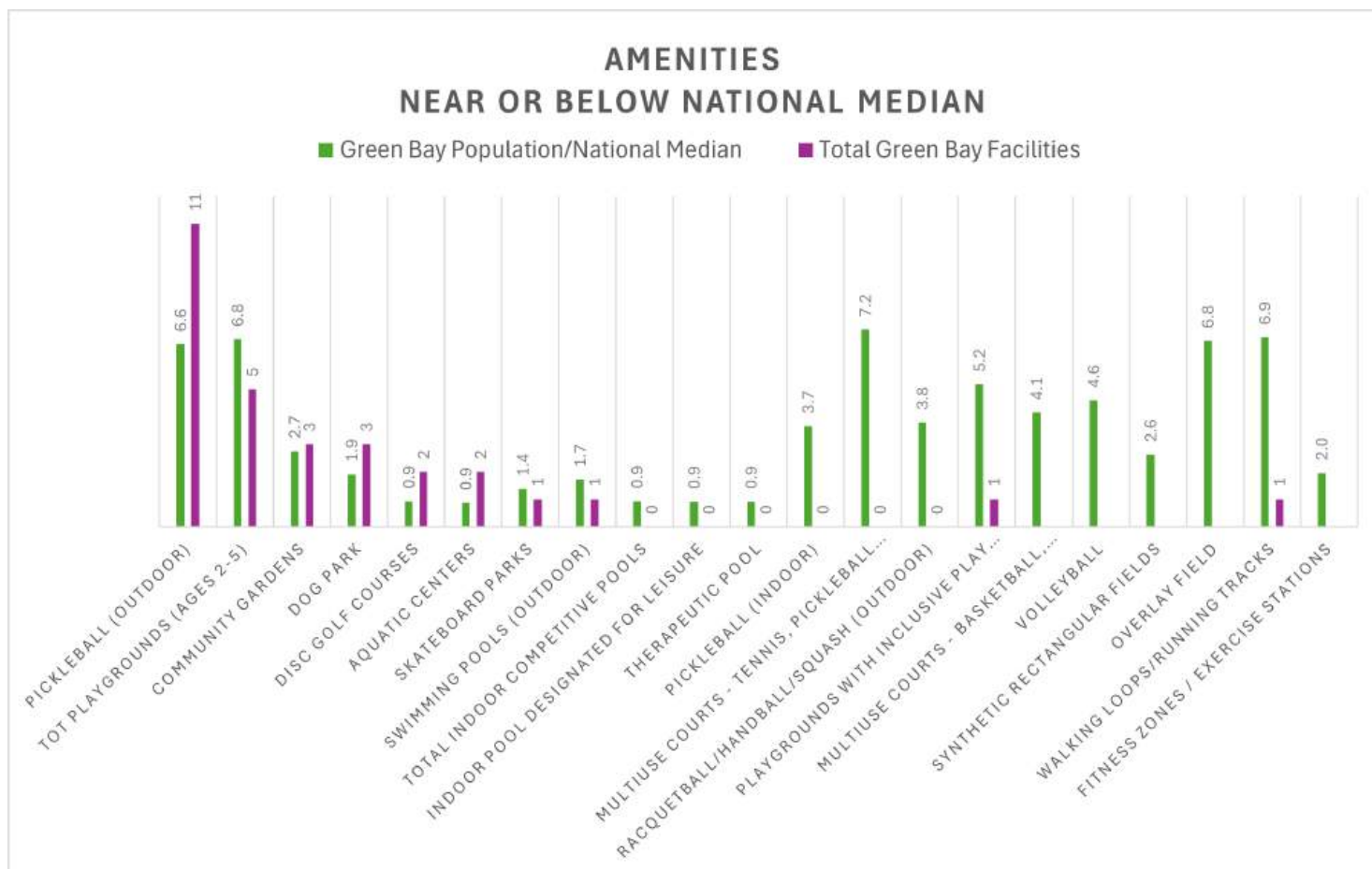
Graph 4 – Amenities Well Above National Median



By comparing our data with other municipalities, we can find potential deficiencies and excesses regarding facilities in comparison to communities that have similar populations and existing amenities.

Graph 4 shows an inventory of activities and amenities located within the City’s open space areas to demonstrate how Green Bay compares with the national 2024 NRPA Agency Performance Review metric findings. The criteria selected for the NRPA comparison included 1. jurisdiction population: 100,000 to 250,000, 2. number of parks maintained: 50 or more, and 3. acres of parks maintained: 1,000 to 3,500.

Graph 5 – Amenities Near or Below National Median



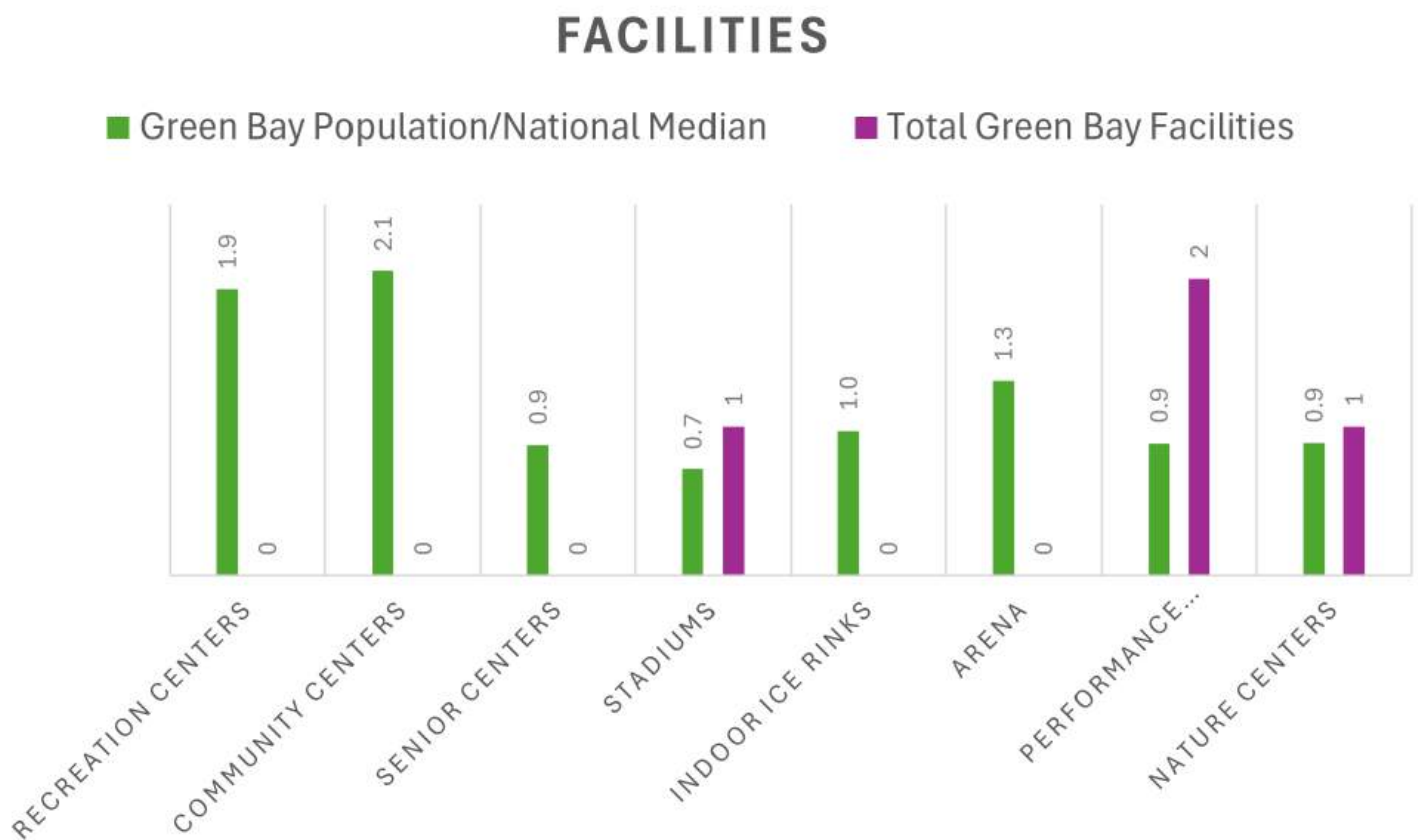
Recreational Opportunities Analysis

Based on **Graph 4** the department is well above the national median in diamond and rectangular fields, basketball courts, outdoor ice rinks, and playgrounds dedicated for ages 5-12. And although, we are above the national median, our community is still requesting more baseball fields. Splash pads continue to be a popular amenity in our community and will continue adding these while there is a continued need.

Based on **Graph 5** pickleball courts continue to be a focus and a popular request. And although we are slightly above the national median, we will continue to development a plan to add more pickleball opportunities in our community.

Overall, indoor amenities continue to trend low due to the fact that our department does not have a community center or use an indoor space to house these activities. If these types of facilities become available in the future, it will completely alter the way programs are offered. (See **Graph 6**)

Graph 6 – Facilities



PROP Update: Public Input Methods and Data

2024 Park, Recreation, and Open Space Plan Survey and Public Input

In 2024, the PRF conducted an electronic survey that was issued through social media asking the public to comment on current and recommended park facilities, amenities, programming, and the importance of the biotic community. In 2024, the PRF also gathered similar public input at the Kids' Day event at Bay Beach Amusement Park. The results from the survey and public input are incorporated into this plan. The following information is a snapshot of the survey and input results received by approximately 1,000 respondents.

Top Activities

enjoyed in our parks
based on public input



Swimming

Playgrounds



**Exploring
Nature**



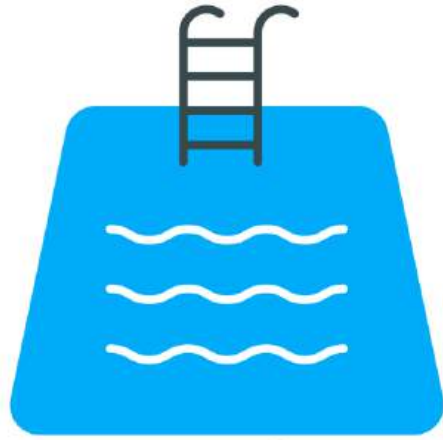
Walking



Special Events

Top Amenities

enjoyed in our parks
based on public input



Pools



Nature



Trails



**Amusement Park
Rides**



Splash Pads

Favorite Parks

based on public input



Bay Beach Amusement Park



Colburn Park



Baird Creek



Joliet Park



Wildlife Sanctuary



Astor Park



St. James Park



Red Smith Park



Fisk Park



Joannes Park



Chapter 4: Action Plan Recommendations

In this Chapter

• Introduction	• Core Value Strategies	• New Park and Service Area Recommendations
• Recommendations by Activity	• Recommendations for Specific Parks, Natural Resource Areas, and Greenways	• Non-Municipal Area Recommendations

Introduction

The purpose of this chapter is to present recommendations for the development and acquisition of lands for new park sites, the expansion of existing parks, park access, and the protection and preservation of environmentally significant areas. Recommendations are based on the findings in previous chapters, as well as, observed demand and known inadequacies of various types of facilities. The following is a summary of the sections of this chapter.

- **Core Value Strategies**
- **New Park and Service Area Recommendations** - Outlines recommendations for land purchase and related new park sites to serve anticipated future population growth.
- **Recommendations by Activity** - General development strategies that focus on specific activities rather than specific parks.
- **Recommendations for Specific Parks, Natural Resource Areas, and Greenways** - Expansion and improvements of existing parks by park area.

- **Non-Municipal Area Recommendations -** Recommendations pertaining to lands not managed by the City of Green Bay Parks, Recreation and Forestry Department.

Core Value Strategies

The following Core Value Strategies have been developed to better understand how we can achieve goals within our core values, and to develop recommendations.

1. Improve public access to parks, trails, and waterways.

- Provide easily accessible parks within convenient walking distance from all residential neighborhoods.
- Develop an interconnected system of off-road, multi-use paths to connect communities and destinations, and to provide an alternative means of transportation.
- Develop easy access to the shorelines of waterways.

2. Design park facilities and programming to accommodate representation of all community members.

- Consider physical, mental, and social health needs.
- Engage and plan for diverse populations.
- Identify underrepresented groups and help them to participate and feel connected.
- Development of park and recreational facilities should be made barrier-free and accessible to disabled park users to meet the guidelines of the ADA.
- Design to meet the goals and objectives of inclusive play and programming when designing and implementing new facilities.



3. Protect and enhance natural resources and systems.

- Plan for and practice sustainable methods for healthy ecosystems.
- Protect environmentally significant areas, biodiversity, and waterways.
- Create and enhance riparian areas, vegetative buffers, and native landscapes.
- Control invasive species.
- Provide a high-quality urban forest within all parks, greenways, and rights-of-way.
- Offer nature-based facilities and programming to promote land stewardship within the community.
- Implement resilient green infrastructure which will help to enable the community to withstand and recover from disruptions and disasters, such as floods, hurricanes, tornados, earthquakes, and the more frequent storms that have more rain in shorter periods of time.

- 4. Acquire parkland to enhance existing and future assets.**
- 5. Planning and implementing fiscally responsible park development.**
 - a. Work within the adopted budget.
 - b. Obtain grant and sponsorship funding for projects and programming.
- 6. Ensure that existing levels of service are maintained and supported throughout the park system and are increased as new parks and facilities are developed.**
- 7. Create and foster equitable engagement for park development and programming.**
 - a. Communication for diverse users.
 - b. Provide year-round, high-quality neighborhood and community-based recreation programs and facilities to meet the variety of community needs.
- 8. Improve the park system's capacity to withstand current and future environmental patterns.**
 - a. Consider clean energy planning in development as well as equipment and vehicle use.
- b. Plan for and implement coastal and flood resiliency mitigation measures.
- 9. Engage with groups, organizations, and stakeholders to strengthen partnerships and opportunities.**
- 10. Pursue regional solutions to regional issues.**
- 11. Sustain and improve cultural resources and placemaking within the community.**
 - a. Protect and enhance areas of historical importance.
 - b. Provide parks and recreation facilities that are designed to complement the characteristics of the surrounding service neighborhood.
 - c. Incorporate unique and engaging design elements including art, in park and open space areas that promote a sense of place.



New Park and Service Area Recommendations

Priorities for Acquisition

The 2024 NRPA Agency Performance Review states that jurisdictions similar to Green Bay with populations of 100,000 to 200,000, that maintain 50 or more parks, and 1,001 to 3,500 acres, average the following total park acres:

1,427 acres	Low Quartile
1,859 acres	Median
2,555.8 acres	High Quartile

Additionally, the review also shows that these communities average the following miles of total trails:

22.5 miles	Low Quartile
38 miles	Median
85 miles	Upper Quartile

With Green Bay having 2,677.08 acres of recreational open space, it's important to note that while we fall in the upper quartile, a large portion of this acreage is greenway where the land has steep topography and wetland areas that are not easily accessible to many patrons. Also, with Green Bay having 31.69 miles of trail that can be accessed year-round, we fall in between the low quartile and median for trail services. Additionally, the population within Green Bay is expected to continue growing and as discussed in Chapter 3, geographic distribution relative to service area, as well as, demand related to facility type, will require the acquisition of additional parkland and development of new facilities to meet future recreation needs.

Priorities for land acquisition will be contingent upon the changing characteristics of a neighborhood, the growth rate of developing areas, and changes in the demand for specific recreational facilities, as well as the need for trail development. Priority acquisitions should be consistent with Parks Committee objectives. Staff should aggressively develop a long-range acquisition plan detailing purchasing objectives with suggested funding sources.

Unserviced Areas

The developed residential areas of the City are for the most part well-serviced by the existing neighborhood and/or community parks, but there are a few locations within the City where existing parkland is not easily accessible. See **Map 4**. Each of these areas should be carefully studied and reviewed with the local residents and elected officials to identify the demand and outline alternate ways to meet the needs. Solutions should be sought that combine public and private resources into a joint project to serve these areas cost-effectively. It may be difficult or impossible to serve some locations, due to the fact no open space may be available and areas may be cost prohibitive to purchase. **Map 2** diagrams some of the park expansion and acquisition recommendations.

Proposed New Park Areas

The far eastern portion of the City is currently rural in nature. The City should explore the possibility of purchasing land for park development in both the northeast corner and the southeast corner of the City. Both areas will likely see residential growth over the next 20 years. In addition, the Planning Department has identified properties along the East River that are susceptible to flooding that could be acquired for park development.

There are currently no community parks servicing the far west portion of the City. Due to its size, He-Nis-Ra Park has the most potential for becoming a community park in this area. Further development of this park, such as additional parking, play areas, picnic areas, ball fields, toboggan run, rental shelters, etc., should be considered when, and if the demand of the residents warrants this action. If found to be impossible, the next recommended alternative for a community park would be to improve existing facilities, add new facilities, and possibly expand Beaver Dam Park.

Also, the addition of more pocket parks and parklets should be explored.

The PRF should work closely with the Planning Department to monitor the future land use to determine the exact locations for the new

parkland because the property value in these areas will significantly increase when development occurs. (See **Map 2** - Proposed new park areas are identified in magenta).

Recommendations by Activity

There are a number of areas for which the City has general development strategies that encompass many different parks. This type of development is best addressed on a City-wide basis. The following outline these recommendations based on NRPA comparison deficiencies and community needs:

Art Appreciation/Immersion

The Parks Department is working with the Public Arts Commission and Planning Department towards incorporating more art along pedestrian corridors and within the parks.





Baseball/Softball

There is a shortage of baseball fields in Green Bay, especially in high school, American Legion, and Babe Ruth leagues. Some demand is unserved, including a high school freshman program. With the addition of the new Perkins baseball field, there are now four full-size baseball fields in Green Bay. The Facility Development Standards suggest there should be at least 21 baseball fields in the City. Only two of the six high schools (one public and one parochial) have their own baseball field. The Blue Ribbons, a franchise team, currently play at the premier field in Joannes Park. Based on the Facility Development Standards, we would suggest considering adding one baseball diamond on each side of the City within the next five years along with improvements to fencing. Some other diamond locations should be consolidated so that there are several parks with

at least two diamonds to allow regulation high school play, aid tournaments and allow for more efficient maintenance.

On the east side, there is the possibility to create at least one new ballfield at Preble Park, Danz Park, or the proposed east side high school/D6 South/D6 North Park Complex.

On the west side, we recently completed ballfield improvements to Perkins Park and Beaver Dam Park. We will continue to explore adding and improving ballfields as opportunities arise.

Historically, the most popular park-related recreational activity in Green Bay has been softball. With the growth in popularity of activities such as soccer and more individualized sporting/recreation opportunities, a decline in the popularity of softball was anticipated. For the most part, this has not occurred, and numbers are staying steady. Softball remains very popular in Green Bay. Overall, the demand for additional fields is worth noting.

The City now has 32 softball diamonds, 14 of which are lighted. This number has declined from 63 in 1992 but still exceeds the 21 fields suggested by the Facility Development Standards. Many of these fields are also used for youth Little League and youth softball. These diamonds serve 67 adult teams in 11 leagues, as well as numerous youth teams in 22 youth leagues. Youth baseball (Little League) had approximately 750 participants in summer leagues of t-ball through Majors divisions and another 125 in Babe Ruth play; Minors and Majors divisions had 200 playing fall ball with another 125 in Babe Ruth.

Each high school has a girls' varsity and junior varsity softball team, but only one has a softball field. Girls' youth softball programs had

approximately 250 participants in summer leagues and another 100 playing in fall games.

Per recommendations in our previous PROP plan, we recently converted one baseball field into two softball fields at Colburn Park. This created a four-field softball facility on the west side. Finger Road Ballfield Complex is also a four-field facility on the east side.

It should be noted that several of the fields have insufficiently deep outfield fences. Also, there is a need for more lighted facilities to relieve the pressure on existing diamonds, which are utilized to their maximum potential. This heavy use leaves diamonds in a poor, hard-to-maintain condition. For all fields actively used, the City should provide paved dugout areas.

As with baseball fields another issue for softball is the limited opportunity for tournament play in Green Bay. Parks staff will be studying possible methods and locations for consolidating softball fields into a “complex” in an effort to increase maintenance efficiency and provide for



tournament play. Some of the older non-usable fields can then be removed and used for other activities.

Beer Gardens

Beginning in 2025, the PRF will begin hosting beer garden events. Possible locations for these events are Leicht Park, The Shipyard, Bay Beach Amusement Park, Bay Beach Wildlife Sanctuary, and various neighborhood parks. These events may include small concerts, family games, and activities.

Boating Facilities

The Metro Boat Launch is located along the Bay of Green Bay and is the only public boat launch owned by the City of Green Bay. There are two private boat launches located in close proximity to the Metro Boat Launch and two other public boat launch facilities located in Brown County. Public docks should work in conjunction with private facilities to fulfill the demand and not inhibit private investment.

The City of Green Bay offers transient floating docking along the Fox River at Leicht Memorial Park, The Shipyard, and CityDeck. Leicht Memorial Park also accommodates cruise ship docking. There are several businesses and condo developments in the downtown area that also offer transient docking. It appears as though there are adequate transient docking opportunities within the City. There have been requests for the City to create overnight docking options with utilities. Although there are no plans to implement this in the near future, the City will keep it in consideration if the opportunity arises.

Over the past several years other locations were proposed for additional boat launch sites. These alternative sites are below and would require further study.

Broadband

The PRF should work to fund and implement more broadband services within the park system.

Canoe/Kayak Launch Facilities

The City of Green Bay currently has four designated canoe/kayak launch areas within the City. The CityDeck, The Shipyard, and East River Trail near Main Street, all have ADA-accessible floating kayak launches built into the shoreline. Additionally, there is an informal launch located along the Fox River at the base of the Porlier Fishing Pier, which is not developed. It consists of a mowed walk leading from South Adams Street to the shoreline. The City should consider securing funding to develop this site with a paved walk with site amenities.

Other possible launch sites include the following:

- Along the Fox River, Riverview Place is currently undeveloped and is planned to be a small scale or informal canoe/kayak launch

site. It is suggested as a launch site because of its location along the Fox River. The City owns the property and there are no other public launches on the west side of Green Bay within the City limits. Additional land would need to be purchased to create an ideal canoe/kayak launch facility.

- Along the East River, East River Van Beaver Park would make an ideal location for a canoe/kayak launch site in coordination with the proposed flood storage project work.
- There are also additional possible canoe/kayak launch sites within the Bay of Green Bay. The development of shoreline improvements at Bay Beach Amusement Park along with other habitat and infrastructure improvements proposed for Ken Euers Nature Area would make these ideal locations.



Community Center

The Green Bay Parks Department does not have a community center. Instead, the City works with the School District to provide recreational programs within the existing schools. This is not typical for communities of similar size. A community center can provide activities, such as basketball, volleyball, dance, pompom, yoga, handicapped activities, and senior activities. The 2020 Parks Survey showed that 70% of respondents feel they would utilize a community center and its programming. The NRPA suggests that a community our size should have two community centers.

Dog Park

The City has one dog park located at Whitney Park. There is a desire from the community to have more dog parks located throughout the City. Plans are currently in the works to install medium-sized dog parks at Meyer Park and The Shipyard. The City should evaluate the feasibility of installing a large dog park facility to accommodate users.



Ecology and the Environment

The PRF will plan and design parks and greenways to sustain environmentally sensitive features, reduce negative environmental effects and serve as models of land stewardship. We will work judiciously to reduce the amount of park area devoted to mowed turf and introduce in its place (preferably native) plant species that require less maintenance, provide habitat for birds, insects, and other wildlife, and provide filtration of water runoff. Invasive, non-native plant species should be controlled whenever feasible. Best management practices, such as the City's Pesticide Policy will be utilized to improve the quality of stormwater runoff. Finally, recycled and local products will be used wherever possible.

The Parks Department will work with the City's Sustainability Commission to work towards the common goals of both the Department and the Commission.

Fishing Areas

There are ample fishing opportunities from City parkland.

The old Porlier railroad bridge that crosses the Fox River was converted to a fishing pier on the east bank in 2005. This pier was the only designated public fishing pier in Green Bay. Due to deterioration of the structure, it has been closed for access and is scheduled to be removed. This location and additional locations will be researched over the next five years for the installation of a new pier along the Fox River.

The only areas in the park system currently promoted with shoreline fishing spots, and to some degree managed as such, is the lagoon system at the Bay Beach Wildlife Sanctuary and the fishing platforms at East River Van Beaver Park, Metro Boat Launch, and The Shipyard development. The lagoons at the Bay Beach Wildlife Sanctuary have been dredged, and a freshwater well was installed, in addition to a major waterfall to promote water circulation. Additional work could be done to improve the water quality of the lagoons. The lagoons are stocked annually with fish. An informal ADA fishing pier was installed, and the Sanctuary regularly hosts fishing events to teach children how to fish. Due to the success of this program, the City should secure funding to develop the site with walks, more ADA-accessible fishing piers, and an open shelter. The East River platforms are marginal for fishing quality.

Informal fishing does occur at other park facilities, such as, Leicht Memorial Park, Joliet Park, Ken Euers Nature Area, Veterans Memorial Park, and along the banks of rivers. The City should continue to promote informal fishing.

The planned addition of a pier at Bay Beach Amusement Park in 2026 will increase fishing opportunities at the City's most popular park. The Metro Boat Launch will also have improved fishing opportunities along the shoreline in 2026 with an ADA-accessible walk and handrail. Leicht Memorial Park's master plan shows adding improved ADA-accessible fishing opportunities as well. The City will continue to plan for and fund these improvements.

Greenways

Drainage ways are important assets in terms of their environmental significance, i.e. providing wildlife habitat, efficient, cost-effective management of stormwater control and reduction of flooding, natural amenities, and recreational opportunities. **Map 2** diagrams recommendations for the continued purchase and expansion of the greenways/drainage ways. For the most part, these areas should be maintained as natural open spaces. The delineation of these areas is primarily established by the Public Works Department based on drainage-related criteria. The County



also identifies most of these drainage ways as Environmentally Sensitive Areas (ESA). Areas adjacent to parks or of exceptional natural value such as LaCount Creek, Willow Creek, Beaver Dam Creek, and Mahon Creek should be considered for possible nature trail development. This of course would be contingent on the local citizen preferences and in some cases may require the purchase of additional land.

Facilities along the waterfront should range from areas of active and passive recreation to natural areas, as well as various types of adjacent commercial and retail development. The City should continue to discourage the practice by adjacent landowners of mowing turf to the water's edge, due to its impact on non-point source erosion. All shorelines should be protected from erosion. This waterfront system should connect to existing parks, as well as other waterfront urban areas wherever feasible.

A key component of the overall waterfront development quality is an adequate trail system. In order to maintain a continuous trail as much as possible, it may be necessary to construct specialized pedestrian bridge structures to circumvent major street areas or other structures. The next priority should be completing trail connections throughout the Baird Creek and East River Greenways; (see **Map 3**). Where full-scale greenway developments are not feasible, it may be advantageous to provide some public access to the waterfront through the development of street-end parks in existing rights-of-way.

Hockey and Ice Skating

There are four hockey rinks in the City. The ice rinks have been divided equally between the east and west sides of the City. Each side of the



City has two boarded hockey rinks along with an auxiliary skating rink at each site. There is also a large skating rink on each side of the City as well. With reducing the number of rinks staff can focus on the hockey rinks when the weather is right for flooding and are able to get the rinks up in a more efficient manner. Currently, there are no plans to develop additional hockey rinks. Evidence suggests that there is a high demand for hockey rinks in Green Bay, but there is no specific data to support that claim. The Parks, Recreation and Forestry Department staff should quantify the need and examine options to outdoor rinks, such as, a large indoor facility. An indoor rink should be a joint public-private venture if it is verified that the demand exists to support it.

Currently, ten ice skating areas are managed. This is a reduced number from 28 skating areas in 1986. City staff should review the practicality of having many small neighborhood ice rinks due to limiting weather conditions in Green Bay. Fewer larger facilities would be more practical, reduce maintenance, and provide a better-quality experience, but the neighborhoods prefer to keep their small local rinks. Demand for skating rinks should be analyzed yearly, and staff should continue to study and promote the concept of fewer, larger quality facilities.

New Specialized Facilities

The field of recreation in general is undergoing many changes. The Parks, Recreation, and Forestry Department is under some pressure to develop new facilities supporting various activities. Desired activities include outdoor fitness areas, BMX bike courses, outdoor handball courts, a soap box derby course, mountain bike trails, R/C cars, fat tire bike trails, tot lots, rugby, lacrosse, in-line skating facilities (as well as roller hockey), and a cricket field. Many of these activities are being or have been studied by the Parks, Recreation and Forestry Department, and, while some have been accommodated, presently demand does not warrant the development of all of them.

Several of the above-noted activities come up for discussion more frequently including BMX ramps and fat tire bike trails. The City should continue to investigate the need and possibilities for developing these facilities. Within the next five years, demand may increase and there may be a need to develop some of the other noted recreation facilities.

Pickleball

Pickleball has been growing in popularity throughout the country and the City of Green Bay. Many of the current pickleball players are ages 55 and older. In general, the City is working to accommodate more facilities and programming for this age group. The Parks Department recently converted two existing tennis courts at Edison Park into six permanent pickleball courts. There are currently four additional pickleball courts at Edison Park with portable nets located within the remaining two tennis court areas at Edison Park which will result in a lit, ten-court tournament facility. There is a desire by the pickleball enthusiasts to convert the remaining two tennis courts to six dedicated pickleball courts.

In 2024, Murphy Park added a four-court pickleball complex, which replaced two existing tennis courts. In the next five years, the goal is to add additional seating and shade structures to existing courts. These courts were designed in a way that additional courts could easily be added if funding is secured.

Additional Pickleball programming is on the five-year recreation strategic plan and the PRF will continue to analyze and receive public input from the community.





Playgrounds

Playground equipment has undergone extensive changes from what it used to be. Many of these changes have resulted in better-utilized, more aesthetically pleasing play equipment with greater overall play value and varying material types. The greatest number of changes, though, have related to safety and accessibility. The Consumer Product Safety Commission Guidelines and the Americans with Disabilities Act have literally changed the face of American playgrounds in an effort to make our play areas safer and more accessible for all of our citizens.

The Green Bay Parks, Recreation, and Forestry Department has stayed abreast of these changes.

City staff (including two Certified Playground Safety Inspectors) have been trained in designing and inspecting playgrounds and monitoring the latest guidelines to make recommendations based on a balanced approach. The objective is to provide a quality play experience that is safe and as accessible to as many people as possible. Overall, the equipment must be durable, maintainable, and justifiable as a long-term investment of City

resources. In addition, paved walks should be provided to all playgrounds per ADA guidelines.

The City currently maintains 58 playgrounds. In order to maintain a 20-year replacement schedule, three playgrounds need to be replaced on a yearly basis. Additional playgrounds should be included in the D6 North and D6 South Parks as development of those parks occurs. Other playgrounds may be required in some of the small, unserved areas of the City.

In 2024, with a donation from the Friends of Bay Beach we implemented the City's first all-inclusive playground.

New playgrounds are planned to be installed at both The Shipyard and JBS developments.

Nature-based playgrounds should be considered when replacing playgrounds as an alternative to traditional playground equipment. The Bay Beach Wildlife Sanctuary is an ideal location for a nature playground, as well as urban areas where nature engagement is scarcer.

Due to tight budgets, playground replacement is beginning to fall behind this schedule. If possible, the City should maintain a regular phased program of replacements. (See specific park proposals for details of playground replacement needs.) Safety, play value, and maintainability are the main criteria for replacement.

Playground Program

The Summer Parkee Program is available at 16 locations across Green Bay's east and west sides and welcomes approximately 50,000 participants each year. In partnership with the Green Bay Area Public School District, free

lunches are provided at 15 sites through a USDA Grant, which supports children ages 6-18.

The program offers a variety of activities, including Games Day, themed weeks, sports tournaments, Kids' Day, Wildlife Sanctuary visits, drama and skit days, the Brown County Library reading program, and Kiddie Karnival. With a legacy spanning over a century, this Green Bay tradition continues to thrive as the Parks, Recreation, and Forestry Department explores new ways to keep the program fresh, engaging, and fun for future generations.

Skate Park

The City maintains one concrete skate park at Joannes Park, and it has been very popular. Annual fundraising efforts have generated enough funds to explore the expansion of the skate park. The PRF has received funding to hire an engineer to improve the facility and the hope is to fund the improvements within the next five years. The City should also study the possibility of providing another facility on the west side. Professionally designed skate parks (for skateboards and in-line skates) can offer challenges not available elsewhere and may



also reduce the traffic and abuse on paths, sidewalks, railings, and walls that were never meant for such activity.

Sledding/Downhill Skiing/ Snowboarding

The City operates Triangle Sports Area which has a sledding hill with a Magic Carpet tube lift and areas to downhill ski and snowboard. Due to recent weather conditions, it has been difficult to maintain decent snow conditions for the facility, limiting the availability of the use of this facility for these activities. The City recently acquired snow-making equipment for Triangle Sports Area. A storage shed for the snow groomer and the necessary infrastructure is planned to be installed in 2025.

Additionally, Colburn Park, Fireman's Park, and (John) Muir Park are neighborhood parks that have sledding hills.

There has been an interest from the community to bring back more sledding hills to neighborhood and community parks where there once were sledding areas available to the public but have been closed due to safety concerns. The Parks Department should evaluate the feasibility of offering more areas for the public to sled.



Soccer

The popularity of soccer in Green Bay has leveled off from its meteoric rise but continues to be strong among the youth. Soccer has attracted many children who might otherwise not have played an organized summer sport, and has drawn some players from tee-ball, baseball, and softball.

Green Bay provides fields for most of the high schools, the Green Bay Kickers Soccer Club (serving the west side of Green Bay), the Green Bay Strikers Soccer Club (serving the east side), and the regional select team (higher-skilled players from the older age groups). Each high school has a boys and girls varsity and junior varsity team but only East High has a soccer field. The soccer clubs use fields in Green Bay and several nearby communities for a summer program that runs from April through July and September through early October.

Green Bay and its neighboring communities do not have a sufficient number of soccer fields for existing demand even though there are now 36 fields in Green Bay (plus 16 owned by the schools) compared to 23 in 1995 which exceeds the number suggested by the Facilities Development Standards. However, the fields vary in size with most being smaller than the suggested standard size. The west side of the City is especially under-served. Due to the insufficient number of fields, some games are held at dusk, making it difficult to play. No fields are currently lighted. Lighting could expand the use of some fields, but it is costly. There are currently limited opportunities in Green Bay for soccer tournaments because of a lack of facilities with multiple fields.

The condition of most of the fields in Green Bay is fair because of their heavy use. Problems include flooding, bare spots, ruts, mud, and non-uniform dimensions. The turf problems are caused by the fact that none of the fields can be rested. Lighting of fields could cause even more problems with overuse. The City should explore the potential for at least one artificial turf soccer field, which may alleviate the overuse of some fields.

The greatest problem with siting new soccer fields is finding flat open areas of adequate size. Staff should continue to monitor demands and quantify the number of fields needed in the service areas and then update this plan with those findings.

The Arnie Wolff Sports Complex on the far east side was developed to accommodate a six-field soccer complex with a parking lot. In 2022, the plans to expand the parking lot were completed. Some of these full-size fields at the Arnie Wolff Complex were reconfigured to accommodate varying age groups within the Arnie Wolf Complex. Additionally, the Perkins Park master plan includes the addition of two soccer fields on the west side.

Since the soccer clubs operate across municipal boundaries and, thus, the youth demand is regional, Green Bay will work with its neighbors to create more fields in all communities and improve the quality of those it already has. It will probably be easier to find space for new fields in the outlying municipalities, and it is believed that Green Bay is ahead of its neighbors in terms of the number of fields per 1,000 population.



Splash Pads/Wading Pools

Splash pads are a very popular attraction to neighborhoods. They are inexpensive to construct when compared to a wading pool or aquatic center. More importantly, very little maintenance is required once in place and no supervision is required.

There are currently nine splash pads located within the City. Three splash pads are located on the near east side of town, four are located on the near west side of town, one is located at Red Smith Park on the far east side, and one is located downtown on CityDeck. Two additional splash pads will be constructed in 2025/2026. The City recently acquired funding to partner with the Oneida Nation to install a new splash pad at Ted Fritsch Park. A splash pad will also be constructed at the JBS Park. Many additional neighborhoods are requesting splash pads. The City should continue to investigate constructing additional splash pads on the east side and west side as demand increases.

The City currently has three wading pools and does not charge a fee. All three wading pools were constructed a minimum of 35 years ago and are starting to show their age. Although these facilities are extremely popular, wading pools are costly to maintain and complicated to manage because of their complex systems and extensive state requirements. Because the facilities are popular with families with young children, the City will study alternatives such as splash play areas when it comes time for replacement. Splash pads have fewer legal requirements and are simpler systems.



Swimming

The Department owns and operates a total of three outdoor swimming pools, which include, one traditional box pool which has been recently renovated, and two-family aquatic centers.

The National Recreation and Park Association standards recommend one pool for 20,000 people each with an approximate capacity of 1,000. This indicates that with the existing population of 104,000+ the City could support five family aquatic centers. However, that is overly optimistic.

The department is currently developing a master plan for Joannes Aquatic Center. The facility is almost 30 years old and is on the line for major updates and repairs.



Tennis

The City has consistently maintained tennis on a neighborhood basis with 48 courts on municipal property and another 15 on school lands for a total of 63 tennis courts.

City staff should carefully monitor the use of its tennis courts and consider phasing some out. As tennis courts need future major repair, the City should consider combining and centralizing its courts into fewer but larger complexes, as was done at all of the high schools within the City. This provides players with a better likelihood of getting an open court without having to travel to several areas. The City will continue to renovate tennis courts on an as-needed basis.

Trails

Pedestrian/bicycle trails should be developed in an effort to connect parks, open space areas, and major activity nodes in the City. Over the last decade, the City has been active in the construction of multi-use trails throughout the City. The City will continue to create more trails as opportunities arise and would eventually like to link all major city trails into one comprehensive trail system that will also connect to the adjacent communities. See **Map 3**, The City Trail Map, for detailed recommendations.

The City is working to expand the West Side Trail from Bond Street to the Mountain Bay Trail in Howard and the Fox River Trail on the east side of the Fox River. These connections will be difficult to make, and it will take many years of planning and significant funding to realize this goal.

Over the next five years, the City will continue efforts to connect the East River Trail to the Fox

River Trail and Baird Creek Trail. Once this one-mile missing link trail connection is built there will be over 40 miles of continuous trails all linking together in Green Bay.

A trail should be developed connecting the Metro Boat Launch, Wildlife Sanctuary, UWGB, and Bay Beach along with linkages south to other major trails in the City. Sections of this trail are already in place. The City is also considering a proposed multi-use trail along University Avenue from Bader Street to UWGB. Park staff will work closely with the Public Works Department and the Planning Department to incorporate these trail connections into road reconstruction projects whenever possible.



Recommendations for Specific Parks, Natural Resource Areas, and Greenways

Mini-Park Recommendations

Admiral Flatley Park

General Information:

This park (1.00 acres) was relocated to the current location along the Fox River. Amenities within the new park include, a bronze sculpture of Admiral Flatley, a gazebo, a memorial obelisk, and several tables with seating.

Proposed Activities:

- Maintain continuity between park and adjacent developments.
- Preserve as much open space as possible.
- Continue to work with donor group to add amenities as needed.

(Henry S.) Atkinson Park

General Information:

Mini-park (0.99 acres) consisting of a playground, ice rink, open space, and stone perimeter wall. This park is adjacent to a school.

Proposed Activities:

- Much of the historic stone wall has recently been replaced.
- Seek other park development opportunities consistent with the needs of the neighborhood.

Brisk Park

General Information:

Small mini-park (0.40 acres) consisting of a playground and a memorial honoring former Green Bay Police Captain, Harold Brisk.

Proposed Activities:

- Add ADA-accessible walk to playground.

Downtown Pocket Park

General Information:

Small mini-park (0.05 acres) consisting of a seating area.

Proposed Activities:

- Determine the long-term vision for this park.

Neighborhood Park Recommendations

Astor Park

General Information:

Medium-sized neighborhood park (8.30 acres) located within the historic district. Amenities include three lit tennis courts, one tennis court that has lines painted for pickleball, one basketball court, one ice rink, a playground, a shelter, a wading pool, a semi-formal perennial garden, and a pollinator corridor planting.

Proposed Activities:

- Replace the wading pool with a splash pad.
- Coordinate with Neighborhood Association on long-term maintenance of flower beds.
- Add ornamental lighting.
- Replace some asphalt walks.



Badger Park

General Information:

Small neighborhood park (5.67 acres). Amenities include one basketball court, a playground, and natural areas with trails.

Proposed Activities:

- Recently a large portion of the natural area had to be clear-cut due to Emerald Ash Borer. This area should be studied to determine what the best use of the area is. There is a desire by the neighborhood to convert this area to a soccer field so temporary soccer goals were placed there until the long-term vision of the park is created.
- Add ADA-accessible walk-to playground.
- Seek better neighborhood connectivity and recreation opportunities.

Baird Place

General Information:

Small neighborhood park (3.75 acres). The primary park use is to serve as a travel corridor from the neighborhoods to the adjacent hospital. The park is occasionally used for special events. Amenities include, mature trees, flower beds, and lit walkways through the park, and a pollinator corridor planting.

Proposed Activities:

- Maintain park as necessary
- Plant replacement trees as aging trees are removed

Bay View Park

General Information:

Small neighborhood park (3.21 acres). Amenities include one softball/Little League field, basketball court, park shelter, playground, and a splash pad.



Proposed Activities:

- Replace basketball court paving
- Re-stain the splash pad concrete
- Replace the playground
- pollinator corridor planting

D6 South Park

General Information:

This park will at some point be developed as a neighborhood park (22.47 acres). Currently, the majority of this site is rented out as farmland. There are 3.6 acres of woodland on the far west end of the park that will remain natural. This property is adjacent to property owned by the School District and is proposed as a future high school.

Proposed Activities:

- Develop a master plan.
- Coordinate athletic field court development with school needs.
- The first developments typically include parking, playgrounds, ball diamonds, and soccer fields.

East River Emilie Park

General Information:

Large neighborhood park (23.09 acres). Amenities include one softball/Little League field, two small soccer fields, shore fishing, a multi-use trail following the river's edge along with expansive mowed turf areas.

Proposed Activities:

- Continue research on the purchase of adjacent properties that are prone to flooding and convert to parkland.
- In partnership with the Department of Public Works, restore historic floodplain wetland as a large-scale urban wetland with walking trails, boardwalk, observation platform, and shoreline access that serves as a multi-benefit, resilient flood solution.
- As funding becomes available, install solar lighting along pathways, boardwalks, and improved trail modifications.
- Replace the shoreline access.

East River (George J.) Meyer Park

General Information:

Medium-sized neighborhood park (9.71 acres). Amenities include a playground, mature trees, a memorial, shore fishing, and a multi-use trail following the river's edge.

Proposed Activities:

- Seek opportunities for park enhancement.
- Improve the trail crossing on Mason Street.
- Continue research on the purchase adjacent properties that are prone to flooding and convert to parkland.
- Install a dog park.

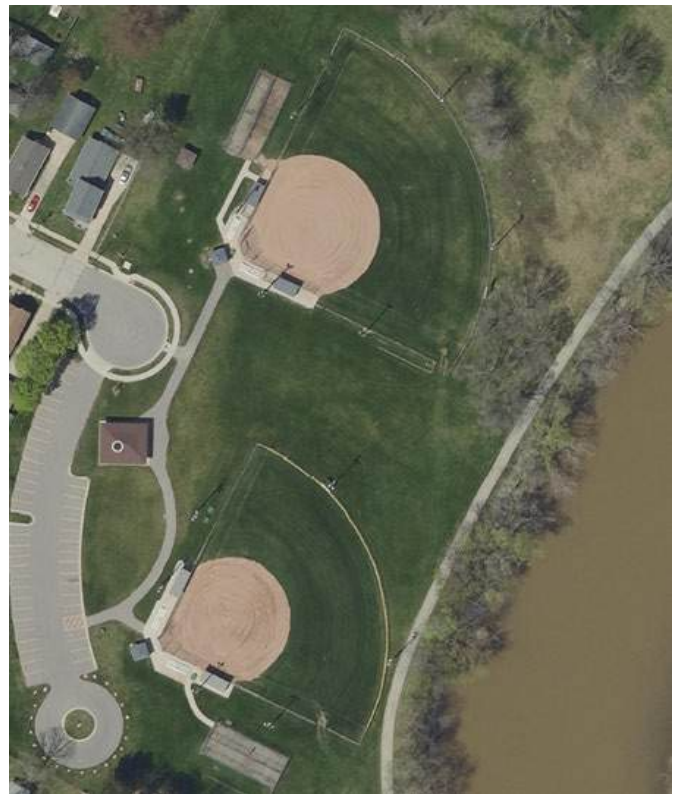
East River Optimist Park

General Information:

Medium-sized neighborhood park (9.08 acres) consisting of two lit softball/Little League fields, a parking lot, shore fishing, concession stand, batting cages, and a multi-use trail along the river's edge.

Proposed Activities:

- Secure funding and install an open shelter and a playground.
- Work with donor groups to coordinate future projects with Optimist Club.
- Continue research on the purchase of adjacent properties that are prone to flooding and convert to parkland.
- Clean up the East River shoreline. This area was used as a dump site by the previous owners. There is broken glass and china visible along the shoreline. Portions of the park have already been cleaned up as part of the build-out of the master plan.
- Replace sections of the aging shoreline trail.



East River Van Beaver Park

General Information:

Large neighborhood park (44.12 acres) situated along the east bank of the East River. Amenities include one lit football/ultimate frisbee field, one basketball court, a practice soccer area, a playground, a shelter, Forestry Division tree nursery, shore fishing, and a multi-use trail following the river's edge.

Proposed Activities:

- Improve the areas where the ballfields used to be. This area can be converted to soccer fields or some other suitable use. Because this area is within the floodway, limited grading and improvements can be done.
- Develop a master plan for the park.
- Install a parking lot.
- Research the possibility of adding a pedestrian foot bridge across the East River in the vicinity of Debra Lane to Grignon Street.
- As funding becomes available, purchase adjacent properties that are prone to flooding and convert to parkland.
- In partnership with the Department of Public Works, create a large-scale urban wetland with walking trails, boardwalk, observation platform and shoreline access that serves as a multi-benefit, resilient flood solution.
- As funding becomes available, install solar lighting along pathways, boardwalks, and improved trail modifications.
- Remove tree nursery from this park.

Eastman Park

General Information:

Small neighborhood park (2.75 acres). Amenities include one softball/Little League field, a double basketball court, a park shelter, a playground, and a splashpad.

Proposed Activities:

- Redevelop east end of park.
- Improve park drainage.
- Renovate the ball field.
- Re-stain the splash pad concrete.
- Re-locate the current playground to a dryer location on site.

Eighth Street Park

General Information:

Small neighborhood park (1.97 acres). Amenities include one basketball court, a playground, a shelter, and a community garden.

Proposed Activities:

- Renovate or replace the shelter.
- Add security lighting within the park.
- Explore the possibility of expanding or improving the community garden; this may include ADA access, a parking area, raised beds, etc.
- Install a large bioswale to collect runoff and alleviate flooding concerns by storing and treating rainwater before conveying it to a nearby storm sewer.
- Add pollinator corridor planting.



Farlin Park

General Information:

Medium-sized neighborhood park (11.39 acres). Amenities include a medium-sized soccer field, two tennis courts, one basketball court, a playground, shelter, open shelter, and splash pad.

Proposed Activities:

- Renovate or replace the shelter.
- Convert grass to native planting on the hillock area.
- Repair or replace the tennis courts.

Fireman's Park

General Information:

Medium-sized neighborhood park (13.72 acres). Amenities include a popular sledding hill, one softball/Little League field, one basketball court, one playground, and nature trails leading to the adjacent Beaver Dam Creek Greenway. The park also shares restrooms and a park shelter room with the adjacent fire station.

Proposed Activities:

- Replace basketball court.
- Research feasibility of adding tow ropes on sledding hill.
- Add more winter facilities to the park.
- Add pollinator corridor planting.
- Analyze the need for long term use of the shelter room for park activities.

(Ted) Fritsch Park

General Information:

Large neighborhood park (20.98 acres). Amenities include one lit softball/Little League field, one soccer field, two tennis courts, one court is painted for pickleball, one basketball court, playground, shelter, and nature trails leading to the adjacent LaCount Greenway.



Proposed Activities:

- Coordinate with the neighborhood and Oneida Tribe to design and install a splash pad.
- Connect to sanitary sewer.
- Repave asphalt around the shelter.
- Add ADA-accessible walk to playground.
- Improve the trail system.
- Preserve natural areas.
- Create linkage to neighborhoods to the west by installing a pedestrian bridge, crossing the ravine in the greenway.

He-Nis-Ra Park

General Information:

Large neighborhood park (54.94-acres) consisting of expansive natural areas with developed hiking, biking, and fat tire biking trails throughout. He-Nis-Ra Park is located adjacent to King Elementary School and Lombardi Middle School and shares facilities with the schools. Amenities within the park include, a heavily wooded forest, open prairie area, playground, open shelter, nature trails, and a parking lot.

Proposed Activities:

- Protect native woodlands and wetlands and restore the prairie area near the shelter.
- Improve the existing trail system. Extend the trail system into the south wetland areas.
- Add parking lot in the prairie area to accommodate open shelter and nature trails.

JBS Park and Boulevard Park

General Information:

Medium sized neighborhood park (11.05 acres) adjacent to the Kroc Center. Amenities include splashpad, playground, urban plaza, urban farm, adult swing benches, gas fire pits, walkways, and multi-use trail. This park will be constructed in 2025 and open to the public in 2026.



Proposed Activities:

- Work with Wello and other partners to implement the urban farm program.
- Secure funding to construct an urban barn/community room.

(John F.) Kennedy Park

General Information:

Small neighborhood park (7.00 acres). Amenities include one soccer field, one basketball court, playground, and shelter.

Proposed Activities:

- Renovate shelter.

Lakeside Park

General Information:

Small neighborhood park (2.61 acres) consisting of shelter, playground, one basketball court, and open space. The park is segmented into three separate blocks, so it feels smaller than it really is.

Proposed Activities:

- Research possible ways to combine the three individual park sections into one continuous park site.
- Renovate or replace the shelter.

Marquette Park

General Information:

Medium sized neighborhood park (7.90 acres). Amenities include two soccer fields, two football fields, one practice ball field, three tennis courts, one basketball court, playground, shelter, and a wading pool.

Proposed Activities:

- Replace wading pool with splash pad.
- Add ADA-accessible walk to playground.
- Renovate the shelter.

Mather Heights Park

General Information:

Small neighborhood park (5.93 acres). Amenities include one basketball court, one small soccer field, a playground, a shelter, and a wading pool.

Proposed Activities:

- Replace aging wading pool with splash pad.
- Add ADA-accessible walk to playground.
- Replace playground.
- Install underground stormwater storage area within the park.
- Place a bioswale near the removed ballfield to intercept runoff from the park's open space.

(Christa) McAuliffe Park

General Information:

Large neighborhood park (39.02 acres). Amenities include one lit softball/Little League field, one football field, two soccer fields, one basketball court, shelter, playground, ice rink, and parking lot. The park contains large natural area with a storm water pond and a nature trail system connecting to the adjacent Baird Creek Greenway.



Proposed Activities:

- Connect this park with a multi-use trail to the existing Baird Creek Trail.
- Construct two tennis courts or pickleball courts.
- Explore the feasibility of installing a splash pad.
- Restore and maintain prairie plantings.

(John) Muir Park

General Information:

Large neighborhood park (21.98 acres). Amenities include two softball/Little League fields, two lit tennis courts, one court is painted for pickleball, one basketball court, playground, shelter, ice rink, sledding, and parking lot. The park also contains a large natural wooded area with informal trails.

Proposed Activities:

- One-half of the playground was recently replaced. Replace the remaining playground equipment.
- Replace the paving around the shelter and parking lot.
- Renovate the shelter.
- Improve the plaza areas between the parking lot and shelter.
- Work with youth softball group to continue to improve the ball diamonds.

Murphy Park

General Information:

Medium sized neighborhood park (13.82 acres). Amenities include two softball/Little League fields, four pickleball courts, one basketball court, playground, shelter, wooded area with mature trees, and a parking lot.

Proposed Activities:

- Create a park master plan.
- Replace parking lot.
- Expand the pickleball courts if the demand increases.
- Research the feasibility of constructing a joint use indoor facility with the Military Avenue Business District to be used for park and recreation purposes and the weekly farmer's market.

Navarino Park

General Information:

Small neighborhood park (3.32 acres). Amenities include a playground, seating area, a large Adirondack chair, bioswales, rain gardens, and interior park walks.

Proposed Activities:

- Secure funding to install the remaining amenities shown in the master plan. These elements include a shelter, splash pad, and pedestrian scale park lighting.

Olde Preble Neighborhood Park

General Information:

Small neighborhood park (5.28 acres) consisting of one softball/Little League field, a parking lot, walkways, open shelter, and a playground.

Proposed Activities:

- Renovate ballfield.
- Install concessions building.
- Replace the parking lot.
- Install a habitat garden.

St. James Park

General Information:

Small neighborhood park (2.27 acres). Amenities include a band shell, one-half basketball court, shelter with restrooms, open shelter, and a playground. The City Band plays weekly concerts here.

Proposed Activities:

- Add ADA-accessible walk to playground.
- Research permanent seating for bandshell.



St. Johns Park

General Information:

Small neighborhood park (1.37 acres) consisting of park shelter, basketball court, playground, and an open space area.

Proposed Activities:

- Work with the police and Homeless Task Force to find ways to improve the park, addressing the issues associated with the homeless population within the park and creating a positive experience that will benefit the neighborhood.
- Replace playground. Consider placing the new playground at an alternative park location.

St. Phillip Park

General Information:

Small neighborhood park (4.99 acres) consisting of one basketball court, playground, shelter, and a parking lot. The City currently leases the park property from the adjacent landowner.

Proposed Activities:

- Work with church to secure long-term lease of property.
- Work with user groups to continue to improve the park.
- Renovate or replace the park shelter.

Seymour Park

General Information:

Medium neighborhood park (9.47 acres). Amenities include one basketball court, two playgrounds, ice skating, shelter, open shelter, splash pad, community garden, food forest, edible landscape garden, two stormwater ponds, and native plantings. There is an active park gardening program for neighborhood children.

Proposed Activities:

- Explore the purchase of the south railroad yard for park expansion
- Replace playground. Consider downsizing to one playground
- Re-stain the splash pad concrete
- Continue to develop and expand the food forest area

VT Pride

General Information:

Small neighborhood park (3.08 acres) consisting of a playground, shelter, and a multi-use trail to the Kroc Center.

Proposed Activities:

- Secure funding to implement master plan.
- Install walkway to playground per ADA-requirements.
- Renovate or replace shelter.

Whitney Park

General Information:

Small neighborhood park (3.05 acres) consisting of a parking lot, playground, small bandshell, small dog run, shelter, half basketball court, and pollinator corridor planting.

Proposed Activities:

- Shelter renovations.





Park/School Recommendations

(Henry S.) Baird Park/School

General Information:

Medium sized park/school site (20.05 acres). Amenities include one lit softball/Little League field, tennis courts, pickleball court striped over one tennis court, playground, and access to the greenway. Within the school building there is a shelter room available for park use in the summer months.

Proposed Activities:

- Improve trail access to Baird Creek Greenway.
- Improve tennis courts.

Beaumont Park/School

General Information:

Small park/school site (8.82 acres). Amenities include two softball/Little League fields, two lit tennis courts, two courts are painted for pickleball, one soccer field, shelter, playground, and a parking lot.

Proposed Activities:

- Renovate shelter; consider adding an open shelter wing.
- One-half of the playground was recently replaced. Replace the remaining playground equipment.
- Add ADA-accessible walk from school and shelter to playground.
- Improve the two ball fields. Work may include, but is not limited to, new fencing, infield mix, drainage improvements, concrete dugouts, bleacher areas, etc.
- Resolve the property line conflicts with the Green Bay Area Public School District.
- Install sidewalk from Sue Lane to Beaumont Elementary School per Safe Walk and Bike Plan.

Beaver Dam Park/School

General Information:

Large park/school site (22.89 acres) adjacent to MacArthur School. Amenities include three lit softball/Little League fields, two football fields, two tennis courts, one basketball court, playground, open shelter, ice hockey, ice rink, and parking lot.

Proposed Activities:

- The adjacent school will close permanently in 2026. Work with the School District to determine the feasibility of converting the school property to parkland.
- Continue to improve the softball/Little League complex.
- Install a central concession stand with restrooms.
- Relocate and add parking stalls.
- Add ADA-accessible walk to playground.
- Replace culvert under existing entrance parking lot drive.

Chappell Park/School

General Information:

Small park/school site (11.40 acres). Amenities include two-half basketball courts, playground, cricket field, and a community garden.

Proposed Activities:

- Work with School District on a possible property trade to accommodate additions to the school and school parking lot.
- Find alternate location for the existing cricket field due to the School District plans for expansion.

Danz Park/School

General Information:

Large park/school site (34.55 acres). Amenities include one baseball field, one softball/Little League field, roller hockey court, basketball court, park shelter, and a playground. East of Danz Avenue there is also a tot playground, one soccer field, wetland stormwater pond, Green Bay Parks Century Grove tree planting, seating area, access to the Baird Creek Trail, and a pollinator corridor planting.



Proposed Activities:

- Possibly renovate roller hockey to permanent regulation sized court.
- Pave entrance walks leading to the Baird Creek Trail.
- Determine the feasibility of adding a dog park.
- Either eliminate the ballfields or renovate the ballfields to address the wet conditions.
- Add flood storage area.

Edison Park/School

General Information:

Large park/school site (28.15 acres). Amenities include one lit baseball field, one football field, one lit softball/Little League field, one track, one soccer field, two lit tennis courts, ten pickleball courts, one basketball court, ice hockey, ice skating, park shelter, and a playground. Within the school building the indoor pool and a shelter room is available for park use.

Proposed Activities:

- Replace basketball court.
- Update sports lighting for softball and hockey.
- Renovate the south shelter.
- Renovate remaining tennis courts to pickleball courts.
- Add concession stand and restroom by baseball field.

Eisenhower Park/School

General Information:

Small park/school site (10.34 acres). Amenities include one practice ball field, one soccer field, two lit tennis courts, one basketball court, park shelter, and a playground.

Proposed Activities:

- Seek opportunities for park enhancement.
- Repair foundation to park shelter.

Fort Howard Park/Jefferson Head Start Learning Center/Park Shop

General Information:

Medium sized park/school site (10.76 acres). Amenities include two tennis courts, one basketball court, one splash pad, park shelter, playground, and Forestry Department tree nursery. This park/school site is adjacent to the Park Maintenance Facility.

Proposed Activities:

- Expand park shop indoor garage areas.



- Pave Park Maintenance Facility back parking lot.
- Re-stain the splash pad concrete.
- Replace park shop gas tanks.
- Continue to improve and install the new forestry tree nursery.

Fort Howard Park/School

General Information:

Small park/school site (3.66 acres). Amenities include one practice ball field, one basketball court, one playground, and a replica log cabin located on school property.

Proposed Activities:

- Work with the School District on a property trade to simplify the boundaries of the park and school properties.

Lombardi and Martin Luther King Park/School

General Information: (See He-Nis-Ra Park for more information)

Large park/school site (27.37 acres). Amenities include two practice softball fields, two soccer fields, one basketball court, two playgrounds, and several parking lots. The park/school site has direct access to He-Nis-Ra Park's trails and natural areas. The original Porlier School is located along West Point Road. The structure has been abandoned for years.

Proposed Activities:

- Continue to improve the trail system and to promote this as a fat tire bike location.
- Add ADA-accessible walk to playground.
- Work with School District to evaluate the use of, or removal of, the old Porlier School: This is a school owned building that has been vacant for decades.
- Expand parking along West Point Road.

Nicolet Park/School

General Information:

Small park/school site (5.04 acres). Amenities include one practice ball field, two half basketball courts, one soccer field, and one playground.

Proposed Activities:

- Work with the School District on a property trade to simplify the boundaries of the park and school properties.
- One-half of the playground equipment was recently replaced. Replace the remaining playground equipment.

Red Smith Park/School

General Information:

Large park/school site (37.51 acres). Amenities include one practice ball field, one soccer field, two half basketball courts, one shelter with restrooms, two playgrounds, one splash pad, ice hockey, ice skating, nature trails in wooded area, and pollinator corridor planting.

Proposed Activities:

- Continue to improve the trail system in the wooded property and to coordinate with the Conservation Corps to use the woodland as a trial demonstration area.
- Continue central walk from park property to the school.
- Install site lighting.
- Explore the possibility of converting the existing practice ball field into a regulation softball/Little League field.

(Anne) Sullivan Park/School

General Information:

Small park/school site (9.26 acres). Amenities include one soccer field, two half basketball courts, one playground, and direct access to the Baird Creek Trail and East River Trail.

Proposed Activities:

- Widen walkway from school to playground.
- Work with the School District on a property trade to simplify the boundaries of the park and school properties.

Tank Park/School

General Information:

Small park/school site (11.54 acres). Amenities include one lit softball/Little League field, two tennis courts, one basketball courts, one enclosed shelter, one historic open shelter, one splash pad, and one playground.

Proposed Activities:

- The Green Bay Area Public School District recently closed the adjacent school. The City should work with the School District to determine the future use of the school property.
- Renovate enclosed shelter.
- One-half of the playground was recently replaced; replace the remaining playground equipment.
- Install a large bioswale near the basketball court to capture runoff from park and convey to the nearby storm sewer system.

(Laura Ingalls) Wilder Park/School

General Information:

Large park/school site (31.64 acres). Amenities include one softball/Little League field, four soccer fields, one park shelter, and one playground. The park has direct access to the Willow Creek Greenway.

Proposed Activities:

- Explore the possibility of adding an open shelter to the existing park shelter.
- Develop nature trail. This effort should continue and possibly extend northward to Van Beek Road. If this trail is developed, special consideration should be given to providing access to the pedestrian bridge at Robinson Avenue.
- Consider adding a cross-country ski trail to the park.

Community Park Recommendations

(Enos) Colburn Park

General Information:

Large community park (60.13 acres). Amenities include five (one lit) softball/Little League fields, two concession stands, two soccer fields, two tennis courts, two bocce ball courts, one basketball court, two park shelters, two playgrounds, one hockey rink, ice skating, and natural wooded area. There is also one box pool with a bathhouse constructed in 1967 and recently renovated.

Proposed Activities:

- Light two Little League/softball fields.
- Renovate Fisk Street park shelter, incorporating a concession stand into the design.
- Install open shelter.

- Add paved walk from Ninth Street parking lot to open shelter.

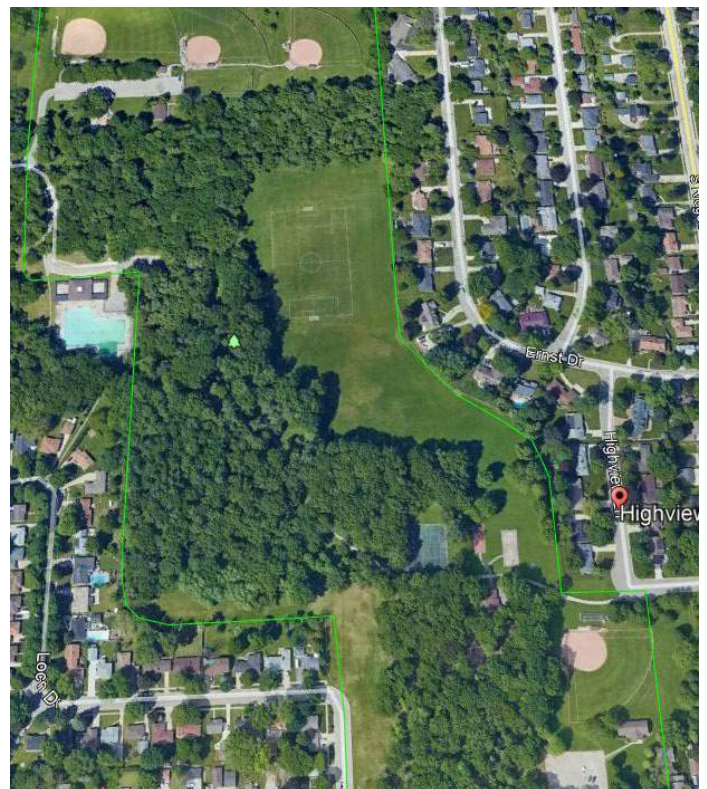
D6 North Park

General Information:

Future large community park (66.90 acres). The site is currently undeveloped due to the lack of residential development in the surrounding areas. Upon completion, the park will be adjacent to a proposed middle school.

Proposed Activities:

- Develop master plan.
- Parks Department to coordinate athletic field court development with the school needs.
- The first development to take place should include parking, playgrounds, simple ball diamonds, and soccer fields.
- The next facilities to consider are usually shelter construction, lighted softball fields, baseball facilities, and tennis courts



(Hiram C.) Fisk Park

General Information:

Small community park (21.53 acres) adjacent to West High School. Amenities include one practice football field, one track, one school football field, seven tennis courts, two lit basketball courts, one enclosed shelter, one open shelter, one playground, greenhouse and garden area, one splash pad, and one aquatic center. Most of the park has been recently redeveloped.

Proposed Activities:

- Consider purchasing residential properties on west end for park expansion.
- Remove or replace the 13-plus year-old playground.
- Re-stain the splash pad concrete.
- Expand parking lot.

Joannes Park

General Information:

Medium sized community park (30.3 acres) adjacent to East High School. Amenities include one aquatic center, the Joannes Baseball Stadium, seven tennis courts, one basketball court, skatepark, police community center, shore fishing, one playground, and one park shelter.

Proposed Activities:

- Install walk from southeast parking lot to high school.
- Complete the master plan for modifications to the aquatic center. Secure funding to implement any modifications and improvements to the pool and amenities.
- Add a few new skating features to the skate park.
- Improve the Joannes Baseball Stadium.

Perkins Park

General Information:

Large community park (59.14 acres). Amenities include two (one lit) baseball fields, one soccer field, two tennis courts, one basketball court, ice skating, one park shelter with restrooms, playground, disc golf course, a large, wooded area along the east end of the park, and a pollinator corridor planting.

Proposed Activities:

- Repave the parking lot on Fisk Street.
- Add ADA-accessible walk to playground.
- Research installation of splash pad and an open shelter.
- Recently many trees in the natural area were removed due to Emerald Ash Borer. A new master plan is being finalized for this area showing modifications to the disc golf course, habitat restoration, and tree



plantings. The PRF will begin implementing portions of this plan as funding becomes available.

- Convert the east parking lot into permeable pavement.
- Install a bioswale at a low point to the north of the park to capture the runoff from the baseball diamond.
- Install shared use path from N. Fisk Street to Moraine Way per Safe Walk and Bike Plan.
- Add lighting to unlit baseball field.
- Reconfigure disc golf course.

Preble Park

General Information:

Small community park (14.55 acres). Amenities include one softball/Little League field, two soccer fields, one basketball court, one park shelter, playground, large mature trees, and an east side park shop.

Proposed Activities:

- Add ADA-accessible walk to playground.
- Add walk from playground to park shelter.
- Repave Skyline Boulevard parking lot and drives
- Stabilize the northern steep slope along Hillside Lane.
- Update the ballfield and install batting cages to serve the needs of the Green Bay Area Public School District.



The Shipyard

General Information:

This future park (11.03 acres) is located north of Mason Street along the west bank of the Fox River. Current amenities include a shore walk, multi-use trail, transient boat dock, canoe/kayak launch, riverfront seating, fishing area, and in-water habitat improvements.

Proposed Activities:

- An open green space, outdoor beer garden, fountain splash pad, playground, outdoor exercise equipment, dog park, restrooms, and urban beach are planned to be installed starting in 2025
- Work with other City departments to secure funding to construct a retail shipping container area. Ownership, maintenance, and program management of various facilities is yet to be determined and may involve a public/private partnership. In any case, all facilities will be for public use.

Large Urban Park Recommendations

Bay Beach Amusement Park

General Information:

Bay Beach Amusement Park (76.45 acres) is one of the few remaining municipal owned amusement parks in the country. The park was established in 1892 and is the ninth oldest amusement park in the United States. Bay Beach has found its niche in providing traditional, historic amusement rides at an affordable price to the public. Bay Beach has activities, such as, amusement rides, play equipment, picnic facilities, inclusive playground, rentable shelters, gift shop, food services, and a pavilion with ballroom.

Proposed Activities:

- Work with Friends of Bay Beach Amusement Park to construct the proposed developments of the master plan.
- Implement a site wide storm water management plan.
- Phase 1 desired shoreline improvements include replacing the shoreline walk and the installation of a 450" long wildlife viewing platform. Phase 1 work will begin in 2025.
- Phase 2 desired shoreline improvements include the installation of a sand swimming beach that is approximately 1,000 linear feet, and a bathhouse with restrooms/concession stand. Work will also include wetland habitat restoration and improved fishing habitat.
- Pave additional parking stalls in the main parking lot. There is currently no funding in place to implement phase 2.
- Replace the Falling Star with a new ride.
- Renovate the main pavilion into a year-round destination facility.
- Pavilion renovations may include dance hall renovations, converting the west side storage area into an alternate use, restaurant improvements, adding an outdoor dining terrace and replacement of all electrical.
- Additional desired improvements include, adding more rentable open shelters, a kiddie coaster, a new maintenance/storage building, additional rides, and a west end rental shelter.
- In partnership with the Department of Public Works, implement in water habitat and coastal resiliency improvements. This project will compliment Phase 1 and 2 shoreline improvements and may include a boardwalk, trails, and gathering circle for enhanced connectivity, gathering and wildlife viewing.
- Install sidewalk along Irwin Avenue per Safe Walk and Bike Plan.
- Install habitat improvements along the shoreline and within the waterway as part of the DNR Area of Concern initiative.



Sports Complex Recommendations

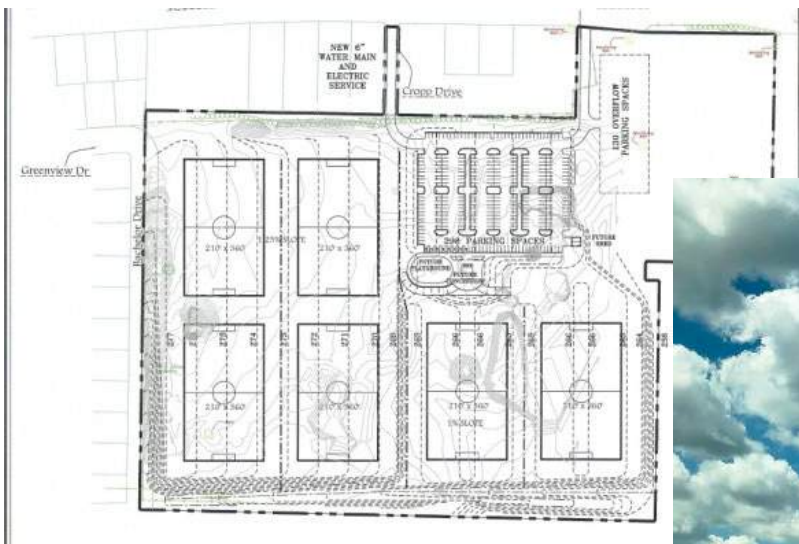
Arnie Wolff Sports Complex

General Information:

This facility (38.27 acres) sits atop a former fill site with six soccer fields, a parking lot, and a concession stand with restrooms.

Proposed Activities:

- Install an ADA-accessible gravel walk around the perimeter of the soccer fields.
- Install playground equipment and an open shelter adjacent to the proposed concession stand.
- Future field improvements to the primary soccer field may include irrigation, sports lighting, and permanent seating areas.
- Consider expanding the park as opportunities arise.



Finger Road Ballfield Complex

General Information:

This (25.81 acres) facility consists of a tournament softball/Little League complex containing four fields constructed on top of the clay cap of an abandoned fill site and concession stand with restrooms.

Proposed Activities:

- Work with the user group to install a storage shed and open shelter.
- Improve the infield drainage.
- Continue to coordinate with the Public Works Department to monitor and maintain the landfill systems to the satisfaction of the DNR.

Special Use Park Recommendations

Bay Beach Wildlife Sanctuary

General Information:

- The Bay Beach Wildlife Sanctuary is Green Bay's largest city park. With 542.98 acres of land, 55 acres of lagoons, scenic waterfall, outdoor amphitheater, outdoor raptor theater, and 6.2 miles of hiking and skiing trails.
- The Nature Education Center offers hands-on educational exhibits (walk through diorama with otter slide, walk in live bee tree, and a crawl through burrow for families), resource library, classrooms, meeting rooms, full kitchen, auditorium, and a gift shop.
- The Dick Resch and Family Learning and Conservation Center offers a rental banquet facility with a 250-person capacity and the OAK Learning Center (Outdoor Adventures for Kids), a four-year old nature-based kindergarten. The students are taught by a licensed teacher and a naturalist. They spend the majority of their school day outdoors while they are prepared academically, physically, and emotionally for kindergarten.
- The Observation Building sells corn for waterfowl feeding, has an animal nursery viewing window, along with an animal care and rehabilitation center. The Resch Conservation Wing exhibits include, live snakes, bats, a forest, field, and beach songbird aviary.
- The Raptor Trail has outdoor exhibit viewing of waterfowl, cranes, native hawks, falcons, owls, eagles, and vultures. All exhibits are handicap accessible.

- The Habi-Trek Trail is an accessible hard surfaced path that meanders from the Nature Center to the Woodland Building with indoor nocturnal exhibits of, turtles, flying squirrels, mice, snakes, and mink. Outdoor habitats include, otter viewing tank/grotto, fisher, bobcat and cougar canyon, a pack of timber wolves, a raven aviary, and a crow/porcupine exhibit.
- A grassland community featuring white-tailed deer, coyotes, turkeys, sandhill cranes, and eco-learning stations.
- Manger Lagoon is a public fishing area for youth 15 years and younger and handicapped individuals of all ages. There is an informational kiosk, fishing docks, and chimney swift nesting tower.
- Resch Falls and Kress Trail are the centerpiece of the lagoon renovation project.



Proposed Activities:

- Develop a five-year strategic plan. Develop a new master plan for the entire facility to guide improvements, additions and renovations including, refuge habitat and wildlife management areas.

Facility goals for the next five years include:

- Add security cameras throughout the facility.
- Replace the floating boardwalk.
- Replace the raptor theater.
- Replace aging equipment and materials in buildings (e.g. heat pumps and carpeting in the 21-year-old Nature Center).
- Replace the Chipmunk Trail boardwalk.
- Repave the residence parking lot.
- Repair residence house siding.
- Replace the flooring in the Nature Center.
- Replace a great deal of fencing throughout the facility.
- Install a new deer shed and public exhibit area.



- Improve signage throughout the trail system.
- Fine tuning of the physical site including plant material replacement around the core buildings.
- Investigate the design, fabrication, and installation of new educational exhibits utilizing touch screen technology.
- Explore the feasibility of an addition to the Animal Care Center to accommodate the increase in rehabilitation admissions.
- Explore the addition of a new larger cougar habitat exhibit.
- Convert existing cougar exhibit into a lynx exhibit.
- Upgrade/retrofit our facilities to meet accessibility standards.
- Develop and continue to implement long-term management strategy for invasive plant species, including biological control release research site and grant writing to effect management practices.
- Improve vegetation and natural wildlife habitat whenever possible.
- Convert from propane to natural gas.
- Replace walk-in freezers.
- Complete a large-scale habitat improvement project as part of the DNR Area of Concern Improvement initiative.

CityDeck

General Information:

This (1.79 acres) special use park is located in the heart of Green Bay's downtown along the east bank of the Fox River. Amenities include several overlook decks, boat launch, docking, rentable plaza spaces, outdoor seating, a river walk, and a splash pad.

Proposed Activities:

- Construct the proposed overlook platform adjacent to the Walnut Street Bridge.
- Continue to promote this facility for downtown events.
- Develop a maintenance plan to accommodate aging sitting areas and landscaping.

Green Bay Metro Boat Launch

General Information:

This (12.95 acres) facility is the only City managed public boat launch facility. Amenities include a large parking lot, a comfort station with restrooms, and ten boat launch slips.

Proposed Activities:

- Replace aging parking lot paving and landscaping as necessary.
- Replace concrete entrance ramps.
- Enhance shoreline fishing.
- Secure funding for additional amenities, which may include a fishing pier, picnic area, and an overlook structure.
- Explore the possibility of linking this property to Bay Beach Amusement Park with a paved, multi-use trail.
- The land is owned by NEW Water and leased to the City. If possible, this land should be purchased or develop a long-term lease (in lieu

of existing short-term) to protect the public investment.

- Work with NEW Water to improve and promote the existing shelter as a meeting location for various organizations.



Jackson Square

General Information:

Small (1.37 acres) special use park consisting of walkways, stone wall, and flower beds.

Proposed Activities:

- Move overhead wires underground.
- Improve landscape beds.
- Explore other possible park amenities to increase the usage of the space.
- Consider adding a playground to this park.

Joliet Park

General Information:

This (3.68 acres) special use park consists of, bay frontage, shore fishing, a gravel drive, and natural areas.

Proposed Activities:

- Pave the entrance drive and parking lot.
- Encourage fishing. Representatives of the Wisconsin Department of Natural Resources have indicated that this site is one of the top fishing spots in the region.
- Maintain and enhance natural areas.
- Implement Area of Concern habitat restoration plans with enhanced public access.

Leicht Memorial Park

General Information:

This (11.32 acres) special use park is primarily used for downtown festivals and activities. Amenities include dock wall for large vessels, floating transient docks, shore fishing, boat launch, stage, Flags of Diversity display, statue, and parking.

Proposed Activities:

- Research the purchase of the north leased area.
- Construct a beer concession stand with restrooms, a rental shelter space, outdoor seating, and an upper balcony.
- Construct a permanent stage structure on the existing park owned land along with gathering spaces and water access improvements.
- Continue to promote temporary docking location for cruise ships.

Riverview Place

General Information:

Small (0.77 acres) park designated as an informal boat launch for canoes and kayaks.

Proposed Activities:

- Explore the feasibility of park expansion. This may include, property purchase, installation of a parking lot, and formal boat launch facility.

Triangle Sports Area

General Information:

This (31.29 acres) special use facility consists of, a ski hill, tubing hill, disc golf course, bike skills course, and a rentable shelter.

Proposed Activities:

- Repair erosion issues around the disc golf course tees and baskets.
- Continue to coordinate with the Baird Creek Preservation Foundation on prairie





restoration and trail improvement efforts in the area.

- Install new snow equipment storage shed and install the necessary permanent utilities to accommodate snow making.
- Install new snow tube storage facility.
- Install gas service to existing shelter.
- Expand parking lot.

Veteran's Memorial Park

General Information:

Small special use park (0.88 acres) consisting of a memorial plaza dedicated to veterans. The park is directly adjacent to the west bank of the Fox River, the Neville Museum, Leicht Memorial Park, and a river walk.

Proposed Activities:

- Repair or replace brick paver walk.
- Create a master plan to determine the long-term vision of the shoreline and park. The master plan should also address the linkage to the Neville Museum and to the shopping district on Broadway Avenue.
- Add underpass to Leicht Memorial Park.
- Review and rejuvenate landscaping.

Natural Resource Area Recommendations

Ken Euers Nature Center

General Information:

This large natural resource area (129.24 acres) consists of a natural area converted from a former landfill, as well as a linear greenway along the bay, a managed waterfowl habitat wetland, parking, and nature trails.

Proposed Activities:

- Coordinate other wildlife and habitat restoration projects with other agencies and Public Works.
- Coordinate with Ducks Unlimited to install a northern spawning channel in the bay.
- Improve fishing access.
- Relocate the parking lot.
- Install an overlook tower.
- Improve trails and add ADA-accessibility along the recently improved cells. Complete trail extensions to Bay Port Drive.
- Install overlooks along the water's edge.



- Coordinate to implement National Estuarine Research Reserve System designation components into the site.
- Add a canoe/kayak launch.
- Provide additional environmental and trail signage.
- Continue to work with various agencies to help control the removal of invasive plant species along the bay. Currently the high-water levels are doing a good job controlling invasive vegetation, but they will likely return when the water levels go back to normal.
- Explore the feasibility of creating a second managed waterfowl habitat wetland west of the existing parking lot.

Greenway Recommendations

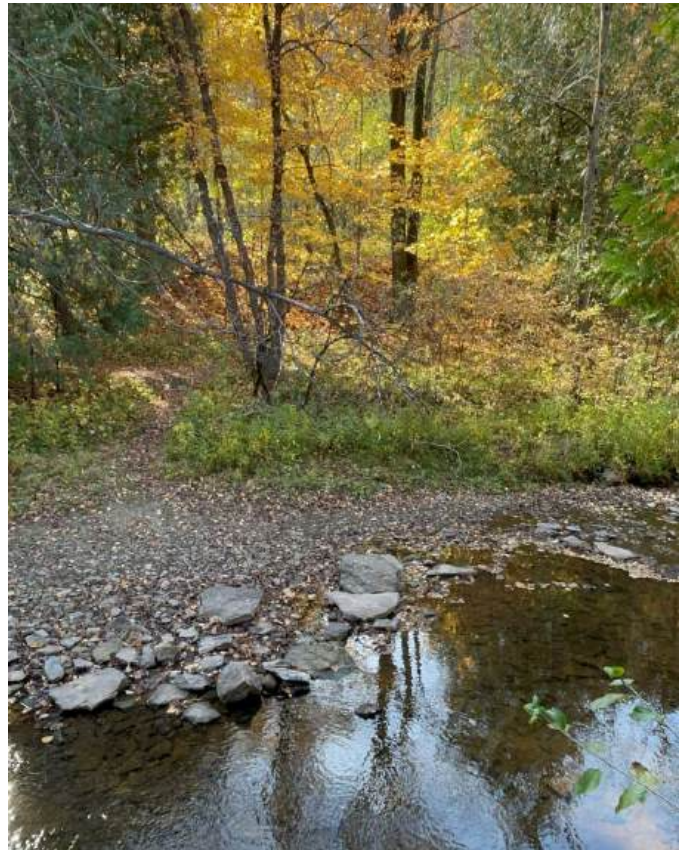
Baird Creek Greenway

General Information:

Baird Creek Greenway (524.95 acres) includes a combination of facilities including cross country ski trails, mountain bike trails, a multi-use trail, parking areas, nature trails, and a shelter/warming facility.

Proposed Activities:

- Continue property acquisition prior to development occurring.
- Continue the multi-use trail from Baird Creek Road to Christa McAuliffe Park. Hire a consultant to complete an engineering analysis of the proposed route.
- Continue informal trail development and install boardwalks where necessary.
- Work with mountain bike group to continue maintenance of the existing mountain bike trails and bike skills course.
- Address excessive erosion along the creek and within the greenway.



- Efforts should continue to expand the restoration efforts and find other opportunities for prairie development.
- The Baird Creek Preservation Foundation, a non-profit organization dedicated to protecting the Baird Creek Greenway, completed the Baird Creek Greenway Master Plan. The City will work closely with the Foundation to ensure that all future development corresponds with the master plan objectives.
- Continue to work with the Baird Creek Preservation Foundation to secure funding for acquisition, development, and maintenance projects. The City will also work with the group to manage volunteers on various initiatives.
- Add flood storage areas.

Barina Creek Greenway

General Information:

Small (15.68 acres) drainage corridor and storm water retention area with gravel walks.

Proposed Activities:

- Continue to protect the natural vegetation/waterway.

Beaver Dam Greenway

General Information:

Small narrow drainage way (54.18 acres) on the west side of Green Bay. Many informal trails have been created throughout the greenway. There is one paved trail connecting Stoneybrook Lane to Beaver Dam Drive.

Proposed Activities:

- Continue to protect the natural vegetation/waterway and encourage nature trails when appropriate.
- Address erosion issues.

Ellis Creek Greenway South Branch

General Information:

Small (15.31 acres) drainage corridor and storm water retention area with gravel walks.

Proposed Activities:

- Continue to protect the natural vegetation/waterway and encourage nature trails when appropriate.

Fox Greenway East Bank

General Information:

This (15.28 acres) greenway is located in the heart of Green Bay's downtown. Most of the Fox River's east bank has been redeveloped over the last 15 years. Recent developments include, CityDeck, The Metreau Apartments, Hagemeister Park, Riverfront Lofts, St. Brendan's Inn, Johnson Bank, and Nicolet

Bank. The City has worked closely with these developers to ensure that the City maintained sufficient greenway corridors with necessary linkages to businesses and the rest of the downtown. The Fox River State Trail is located within this greenway and is one of the most heavily used trails in the state. A sculpture walk was recently added along the trail in the downtown area.

Proposed Activities:

- Support adjacent redevelopment of downtown properties that encourage active participation to the greenway.
- If ever available, the City should consider the purchase of the shoreline property between Porlier Street and Mason Street.
- Expand the sculpture walk as funding becomes available.
- Encourage and seek out alternate recreational opportunities.
- Develop and promote a more structured canoe/kayak launch near Porlier Street.
- Reconstruct or remove the Porlier Pier.
- Research options to cross the Fox River with a multi-use trail to connect the Fox River Trail to the West Side Trail.



- Widen and replace the Fox River Trail near Monroe Avenue and connect the Fox River Trail to the East River Trail.
- Work to develop enhanced seating to support the farmer's markets along the Doty Street right-of-way connection and Fox River Trail.

Fox River Greenway West Bank

General Information:

The (2.20 acres) Fox River West Bank Greenway is located in the heart of downtown Green Bay. The City currently owns property along the bank from Walnut Street to Dousman Street. This greenway is adjacent to, Veteran's Memorial Park, the Neville Museum, and Leicht Memorial Park. This narrow strip of shoreline property consists of, a riprap edge, a brick river walk, and a firefighter's memorial.

Proposed Activities:

- Develop a master plan that addresses the potential re-design of Veteran's Memorial Park, a new riverfront walkway, shoreline treatments, along with connections to the Broadway Shopping District, the Neville Museum, and Leicht Memorial Park.
- Actively pursue the relocation of the coal piles.
- Better connect the neighborhood and walkways to The Shipyard.
- Replace brick trail with asphalt walk.

He-Nis-Ra Greenway

General Information:

Large (63.45 acres) drainage corridor and natural area south of He-Nis-Ra Park.

Proposed Activities:

- Continue to protect the natural vegetation/waterway and encourage nature trails when appropriate.

Hutchinson Bog

General Information:

This (9.74 acres) wetland area donated to the City adjacent to a new subdivision development. There is very little potential for recreational activities other than a passive trail system.

Proposed Activities:

- Continue to protect the natural vegetation/waterway and encourage nature trails when appropriate.

LaCount Creek Greenway

General Information:

This (10.72 acres) small drainage way is located just west of Ted Fritsch Park. Due to the steep topography and mature vegetation this property has minimal recreational potential other than trail use.

Proposed Activities:

- Continue to protect the natural vegetation/waterway and encourage nature trails when appropriate.
- Connect the adjacent neighborhood to Ted Fritsch Park with an access bridge crossing LaCount Creek.

Mahon Creek Greenway

General Information:

With a direct access to the University of Wisconsin-Green Bay's Arboretum Trail, this (24.54 acres) parcel is connected to one of the most natural largely undisturbed areas to be found along the bay shore.

Proposed Activities:

- Explore the possibility of adding a trail link under Highway 54-57 to the University's campus.
- When feasible, purchase additional property to the south to extend the

greenway through the entire drainage way and work with property owners to develop conservation easements when purchase is not possible.

- Install a small neighborhood park in the grass area off Mahon Court. Mahon Park is currently an undeveloped mini-park. This three-acre site is now owned by the University of Wisconsin-Green Bay, but may be used by the Parks, Recreation and Forestry Department under an agreement with the University. The park is located adjacent to the University campus and Cofrin Arboretum. Active park development should be considered if the majority of the neighborhood residents request it, otherwise, it will remain a passive use open space.

Newberry Conservancy

General Information:

This (16.66 acres) natural area, immediately east of Preble High School. Small unnamed tributary stream.

Proposed Activities:

- Continue to protect the natural vegetation/waterway and encourage nature trails when appropriate.

Nicholson Creek Greenway

General Information:

This small (6.43 acres) drainage way has minimal recreational potential to the public other than those that live adjacent to the creek.

Proposed Activities:

- Continue to protect the natural vegetation/waterway and encourage nature trails when appropriate.

Oneida Creek Greenway

General Information:

This small (5.23 acres) drainage way has minimal recreational potential to the public other than those that live adjacent to the creek.

Proposed Activities:

- Continue to protect the natural vegetation/waterway and encourage nature trails when appropriate.

Willow Creek Greenway North Branch

General Information:

This (60.23 acres) greenway provides existing linkages to Wilder Park and NEW Lutheran High School, thus providing excellent public access opportunities.

Proposed Activities:

- A trail should be constructed and extend northward from Wilder Park to Van Beek Road. Consideration should be given to providing access to the Robinson Avenue pedestrian bridge.
- Protect the natural vegetation and waterway.

Willow Creek Greenway South Branch

General Information:

Situated within the I-43 Business Park, this (40.06 acres) drainage way has minimal recreational potential other than informal trails.

Proposed Activities:

- Create a trail system through the greenway to provide recreational benefits for the public and workers in the area.
- Work with Aurora Hospital to link their multi-use trail running to the informal trail system within the greenway.
- Protect the natural vegetation and waterway.

Urban Green Space Recommendations

East River Greenway – North Trail

General Information:

The majority of the East River Greenway within the City limits is broken up into smaller sections and classified as various neighborhood parks. The North Trail section is the only section not defined as a neighborhood park. This (6.22 acres) greenway consists of several smaller parcels recently acquired for the expansion of the East River Trail.

Proposed Activities:

- Continue to work with the property owners from Irwin Avenue to Main Street to secure the necessary property and development of the property.
- Install the trail section from Baird Street to Irwin Avenue.
- Repave west bank of trail from Grignon Street to Goodell Street.

West Side Trail Corridor

General Information:

Located within the (16.01 acres) of the West Side Trail Corridor, a paved pedestrian trail has been built within an abandoned railroad line.

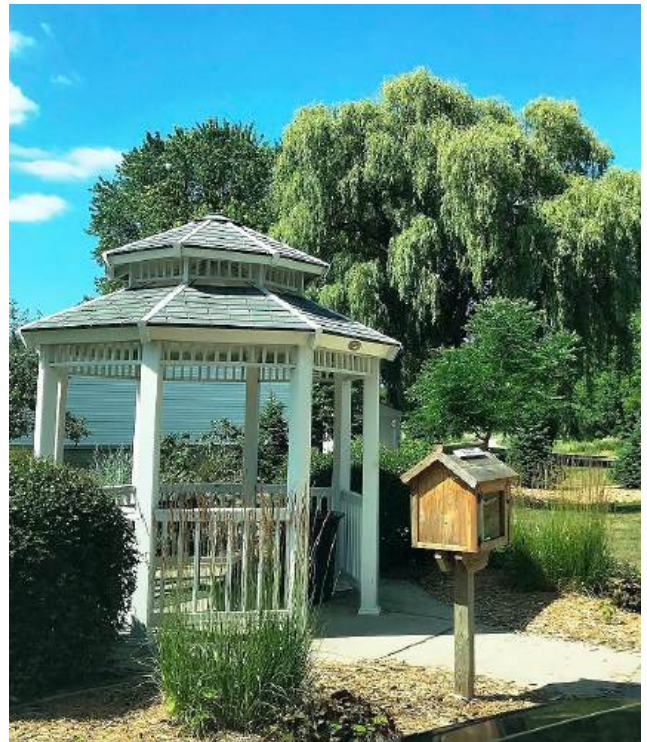
Proposed Activities:

- Secure funding and the necessary easements to extend the trail to the northwest to connect to the Mountain Bay Trail section of trail located in the Village of Howard.

Non-Municipal Area Recommendations

Green Bay Area Public School District

The school system and park system of Green Bay have a long history of cooperation over the



years. This of course should continue in the future on jointly used park/school facilities. Whenever feasible, new schools should continue to be built in conjunction with neighborhood park facilities. This avoids unnecessary expenditures and duplication of facilities and provides larger expanses of open space. More cooperation is needed, however, in developing recreational facilities in school sites not adjacent to parks. With the recent consolidation of the school system there is a possibility for park expansion opportunities on the sites where the schools are closing. We should take this opportunity to resolve many of the park/school boundary issues.

Oneida Nation Reservation Lands

The Oneida's Water Resources Report has proposed several water restoration projects throughout their open space conservancy system. This may involve acquiring property for conservancy or park use and developing that property for passive recreational trails and fishery management.

The City should work cooperatively with the Oneida Nation to develop parkland and coordinate projects on the west side of Green Bay that will benefit both the City of Green Bay and Oneida Nation residents.

Niagara Escarpment Scenic Pathway

Designate an open space corridor along Bay Settlement Road to serve as a link in a regional path system and to help preserve the scenic Niagara Escarpment. Coordinate City plans with the University of Wisconsin-Green Bay, Brown County Planning Commission, Bay Lakes Regional Planning Commission, and the Town of Scott's plans in an effort to implement this.

Northeast Business Park

Park staff will work with the Green Bay Planning Department to acquire greenway corridors as opportunities arise. The adopted Tax Increment Financing (TIF) district for this area is seen as a major funding source for the construction and possible long-term maintenance of the trails.

University of Wisconsin-Green Bay

The Cofrin Arboretum currently contains 180 acres of various plant communities and wildlife habitats. There is a well-used multi-use trail around the perimeter of the UWGB campus which also provides public access to the bay. The City should explore the possibility of connecting City trails to the popular UWGB trail. The Niagara Escarpment, a limestone outcrop, is a unique geologic and scenic resource. Part of the escarpment is found on UWGB property (the eastern boundary of the university). The University has developed an observation tower, as well as trails in the area. This green space is a valuable environmental site and should continue to be preserved in a natural state.

Cooke Park

The site is owned by the City of Green Bay and leased/maintained by the National Railroad Museum. Although the City has ownership of the land the City does not manage the Park. The City should continue to support future efforts by the National Railroad Museum to expand and improve the museum.

Operations and Maintenance Recommendations

The City of Green Bay is very similar to many other communities in Wisconsin in the fact that it is often times easier to secure funding to build new facilities than it is to maintain existing facilities. Historically, it seems as though shelters, paving, athletic fields, and landscaping have suffered the most through budget constraints. It is not only difficult to find adequate funding for materials and supplies, but it can be just as difficult to find the available staff to complete the work. Over the last 15 years the Green Bay Parks, Recreation and Forestry Department has been very proactive in securing annual funding to begin renovating aging park facilities. This process should continue over the next five years. Whenever a new facility is proposed within the park system the City should analyze the current staffing levels and propose amendments if necessary.

Shelters

The Green Bay Parks Department currently maintains 16 open shelters without restrooms and 42 shelters with restrooms. The PRF has executed a considerable amount of shelter improvements regarding, ADA-accessibility, restroom modifications, and the installation

of vandal resistant materials, as well as automatic locks on restrooms. The City should continue to secure funding on an annual basis to keep the shelters current and in good condition, as well as continue the addition of automatic locks on restroom doors.

Paving

This category includes parking lots, roadways, walkways, trails, and bridges. The Green Bay Parks, Recreation and Forestry Department maintains 48 parking lots. Many of these lots are in rough condition and need total replacement. New lots are developed in new and expanding park areas and as demand dictates in older parks where there are inadequate parking facilities. Walkways in and adjacent to parks are also repaired on a regular basis. Several walkways are currently in need of total replacement. Over the next five years the City will also continue to develop and expand its trail system. Creating ADA-walkways to all playgrounds is a current priority of our park system.

Athletic Field Renovations and Maintenance

Approximately, 15 years ago the Green Bay Parks Department began annual budgeting to correct the many years of deferred athletic field maintenance. Many fields need new fencing, player benches, bleachers, sports lighting, grading, drainage improvements, etc. The City has recently dedicated a large amount of funding to improve the ball fields and create athletic field complexes. This process should continue over the next five years to encourage first class athletic fields in Green Bay.

Planting and Plant Maintenance

Landscaping is ongoing in the park system, in order to replace diseased, overgrown, or inappropriate plant materials. Plant renovation does not mean extensive planting, but rather,

carefully thought-out landscaping to accentuate spaces, as well as provide shade and buffers. Most parks in the City could use some form of plantings to enhance existing spaces or create new passive areas. Another planting priority should be to establish and protect more natural areas or convert underutilized turf areas to natural areas. These areas are extremely valuable for passive recreation, environmental education, wildlife habitat, climate moderation, ground water regeneration, and control of stormwater runoff. With the increased awareness of non-point source pollution, the Parks Department should promote more unmowed areas within the parks. In addition, the City should continue to promote the planting of native vegetation and prairie development. Due to the shortage of funds, park staff is often working with private groups within the community to plant and maintain the plant beds and native plantings throughout the City. The City has also been reducing the number of annual beds and relying more on perennial flowers and grasses to reduce labor and maintenance costs. All these measures should continue.





Urban Forest

The Forestry Division of the Parks, Recreation and Forestry Department is responsible for maintaining the urban forest within the City's public lands including all of the trees within the parks and along City street rights-of-way. The Forestry Division conducts a regular schedule of mulching and pruning and monitors trees for signs of insect/disease and decline to ensure trees do not pose a safety risk. The Forestry Division annually removes and replaces trees as needed. They also operate a tree nursery where all of the City trees are cared for until they are ready to plant. The Forestry Division should continue to be funded and staffed to ensure a well-maintained urban forest for the many benefits it provides. The Forestry Departments should develop a policy for the enhancement of Urban Tree Canopy (UTC). Promoting a diverse, sustainable UTC provides economic and environmental benefits to the residents and visitors of Green Bay. Efforts to replant and restore the UTC lost to Emerald Ash Borer (EAB) should be a priority to ensure a sustainable UTC exists into the future.

Emerald Ash Borer

Emerald Ash Borer (EAB) was first identified in Green Bay in July 2009. Since that time, the Green Bay Forestry Division has been working to manage this invasive pest on many different fronts.

Green Bay Forestry has taken a proactive approach of treating desirable and healthy ash trees in the parks and along the streets. One goal of these treatments is to protect desirable ash trees for long term survival to provide environmental and economic benefits to the residents of Green Bay. A second goal of treating ash trees is to slow the spread of EAB and allow more time for forestry crews to remove ash trees that are not deemed desirable for long term retention.

Forestry crews have been active reducing the ash tree population with pre-emptive removals and removals of infested ash trees to keep the population of EAB as low as possible to continue the "slow the spread" campaign. To date, forestry crews have removed approximately 5,000 ash street trees. Current ash tree representation is ~8% of the city street tree population. This level of species representation is considered healthy and sustainable. These trees continue to be treated on a regular schedule to help protect them from becoming infested by EAB. In the coming years the EAB population will crash due to the lower number of ash trees on the landscape. This population crash will help the remaining ash trees rebound from insect attacks and help improve the overall health and vigor of the remaining ash trees.

In the past, the City of Green Bay has partnered with the WIDNR and the Animal and Plant

Health Inspection Service (APHIS) to create a parasitic wasp release program to further slow the spread of EAB in areas where insecticide treatments are not practical. These small stingless parasitic wasps specifically target EAB adults and larvae to naturally decrease the populations of EAB in environmentally sensitive areas. These tiny insects are no bigger than mosquitos and their sole mission is to seek out and attack EAB populations. Reproducing populations of these beneficial insects will remain, if EAB populations persist. This program helps to reduce the number of EAB in natural areas. Once the EAB population crashes, the population of these insects will also crash.

In the next five years Green Bay Forestry will continue a multi-pronged approach in its continued effort to manage this devastating pest. By the end of the next five-year cycle all pre-emptive removals will be complete and the remaining desirable trees will be on treatment protocol that will treat over half the ash tree population annually to provide the most effective protection from EAB. The ultimate goal is to have a healthy ash tree population representing no more than 10% of the street tree population.

The latest implementation to our ash tree program is wood utilization. Past practice of disposing woody material produced during tree removal was for all ash wood to be tub ground into wood chips. Tub grinding all ash wood prevented the spread of EAB through firewood and the seasoned wood chips were utilized in the City parks. Given the amount of wood chips produced and the fact that the ash wood was still a very usable material, Green Bay Forestry has implemented a wood utilization

program that finds the best use for woody material produced during tree removal. Ash wood is now being used in several markets including, paper pulp, pallet material, railroad switch ties, furniture, dimensional lumber, flooring, and artisanal work. Proceeds from the sale of ash wood are put back into the forestry program to offset the costs of tree planting and tree maintenance for the trees replacing the ash trees that have been removed.





Chapter 6: Funding and Implementation

In this Chapter

- | | |
|--|--|
| <ul style="list-style-type: none">• Overview | <ul style="list-style-type: none">• Funding Mechanisms |
|--|--|

Overview

The recommended improvements described in this plan will be phased in over time. The projects specified in Chapter 5 are a compiled list of all potential projects that could occur within the next five years. However, this list is much larger than the Parks Department could accomplish in this time frame. On a yearly basis City staff will work with the Mayor and City Council to select the highest priority projects within the City’s means to accomplish and fund these projects accordingly.

At the first possible opportunity any property identified for purchase should be placed on the Official City Map to reserve the right for

future purchase of the property. When any properties are purchased, the City should always seek financial assistance to minimize the cost to the community. The Parks Department has identified priority property acquisitions and capital projects for the coming year or two, as well as some long-range initiatives that are being implemented. Some funding for these projects has been identified using various funding mechanisms.

Funding Mechanisms

Direct City Funding

The City will continue to budget for projects through department budgets or secure bonding for the development of park and

recreational facilities on a yearly basis as identified in priority plans. Additional dollars and/or dedicated lands for park development can be acquired through the land division and development process in expanding urban areas of the City.

When City land is subdivided in Urban Expansion Areas before final plat approval, the developer shall pay a parkland development fee. Developers may also negotiate dedication of land for park purposes in lieu of paying a fee as specified in the Subdivision and Platting Codes. There is no specific formula for the dedication of new park land, and this is dealt with on a case-by-case basis.

Grants

Grants often fund a major part of land acquisition and construction costs for large capital projects. The City will continue to pursue federal and state matching grants, such as Stewardship Funding, Aids for the Acquisition and Development of Local Parks, Acquisition of Development Rights Grants, Great Lakes Restoration Initiative, Urban Green Space Program Grants, Urban Rivers Program Grants, Recreational Trails Act Grants, Land and Water Conservation Fund Program Grants, Wisconsin Coastal Management Program Grants, AmeriCorps Grants, and Transportation Enhancement Program Grants through the Wisconsin Department of Transportation. The City's many planned trail projects are good candidates for these grants. Specialty grants from organizations such as KaBoom also present funding opportunities for more specialized projects such as playgrounds.

The Parks Department works with the City's Planning Department and Redevelopment Authority on an annual basis to obtain federally funded Community Development Block Grants to help fund park projects in targeted low-income areas.

User Fees and Concessions

Across the country, user fees are gradually becoming a prevalent part of the public recreation funding scheme. At this time in Green Bay, fees are assessed for such things, as shelter and facility rentals, user fees, recreation classes, souvenirs, concessions, facility admissions, and amusement park rides. Other fundraising opportunities include things such as, donor brick sales, memorial benches, and plaques. Naming rights provide another source of income. Alternate funding methods, such as these should continue to be investigated whenever feasible.

Foundations and Volunteer Efforts

The City utilizes many partnerships to help fund and implement projects of various sizes within the parks. Foundations such as the Baird Creek Preservation Foundation (BCPF) have been instrumental in raising capital funds through donations and grants. The BCPF has helped fund the purchase of property to expand the Baird Creek Greenway.

The City has also been successful in partnering with local corporations such as the Green Bay Packers to fund the purchase of materials and equipment for playgrounds and to provide employee volunteers to assist with installation. Local construction and supply companies have also provided donations of materials and construction services. Many new playgrounds have been built through

these partnerships. In addition, the Green Bay Area Public School District has partnered with the City on both development projects and recreational programming at all the school locations.

Various community and special interest groups, such as, neighborhood associations, Optimist Clubs, church groups, biking organizations, and Eagle Scouts have donated time and materials to help construct facilities within the parks and perform general maintenance. Concession stands, batting cages, mountain bike trails, and disc golf courses are some of the park facilities that have been constructed with the help of these organizations.

The Friends of the Wildlife Sanctuary

The Bay Beach Wildlife Sanctuary will continue to receive funding and support through the Friends of the Wildlife Sanctuary. Funds generated through events, fundraisers, donations, and various sales at the Wildlife Sanctuary are used to implement various projects and improvements at the Wildlife Sanctuary.

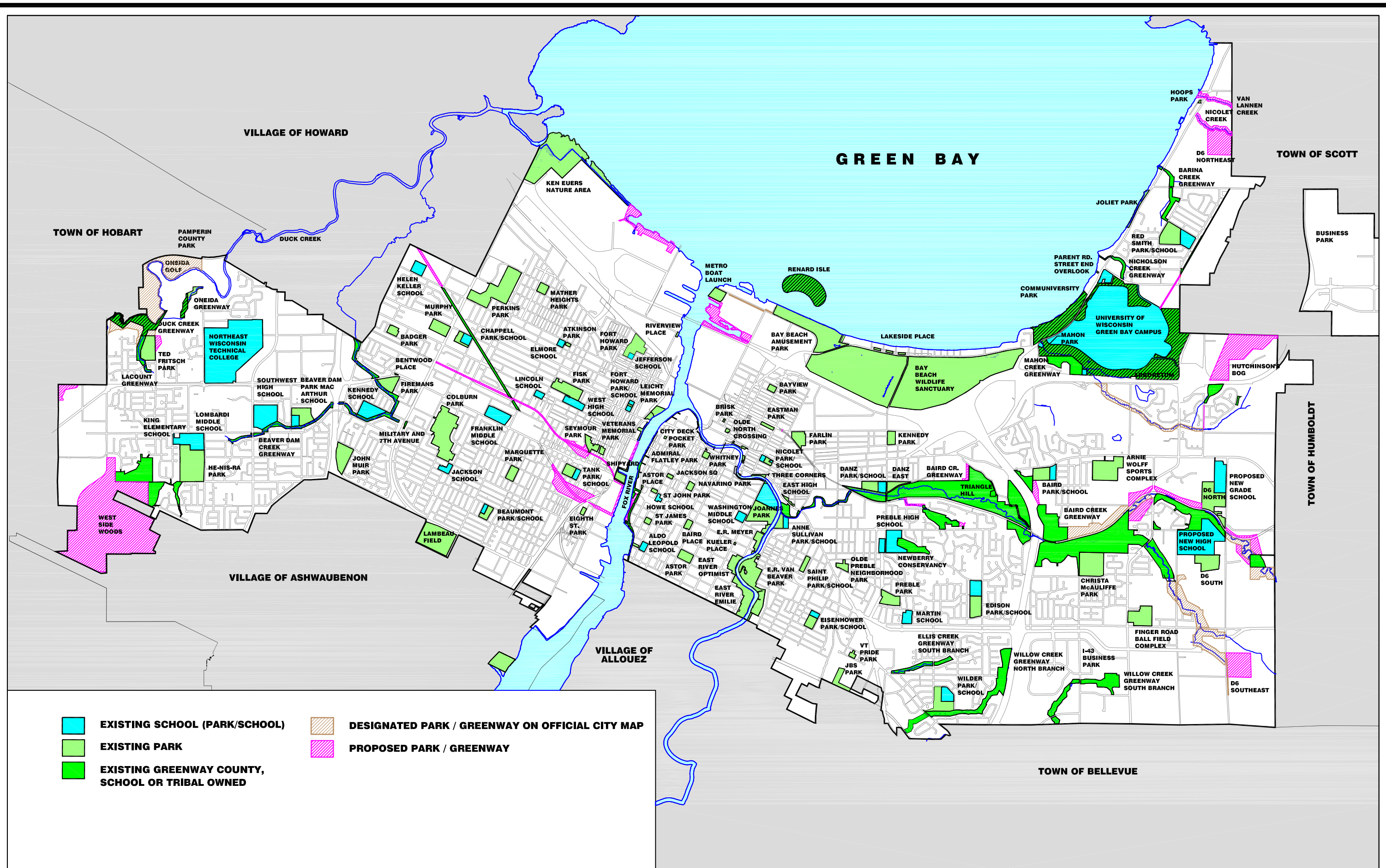
The Friends of Bay Beach Amusement Park

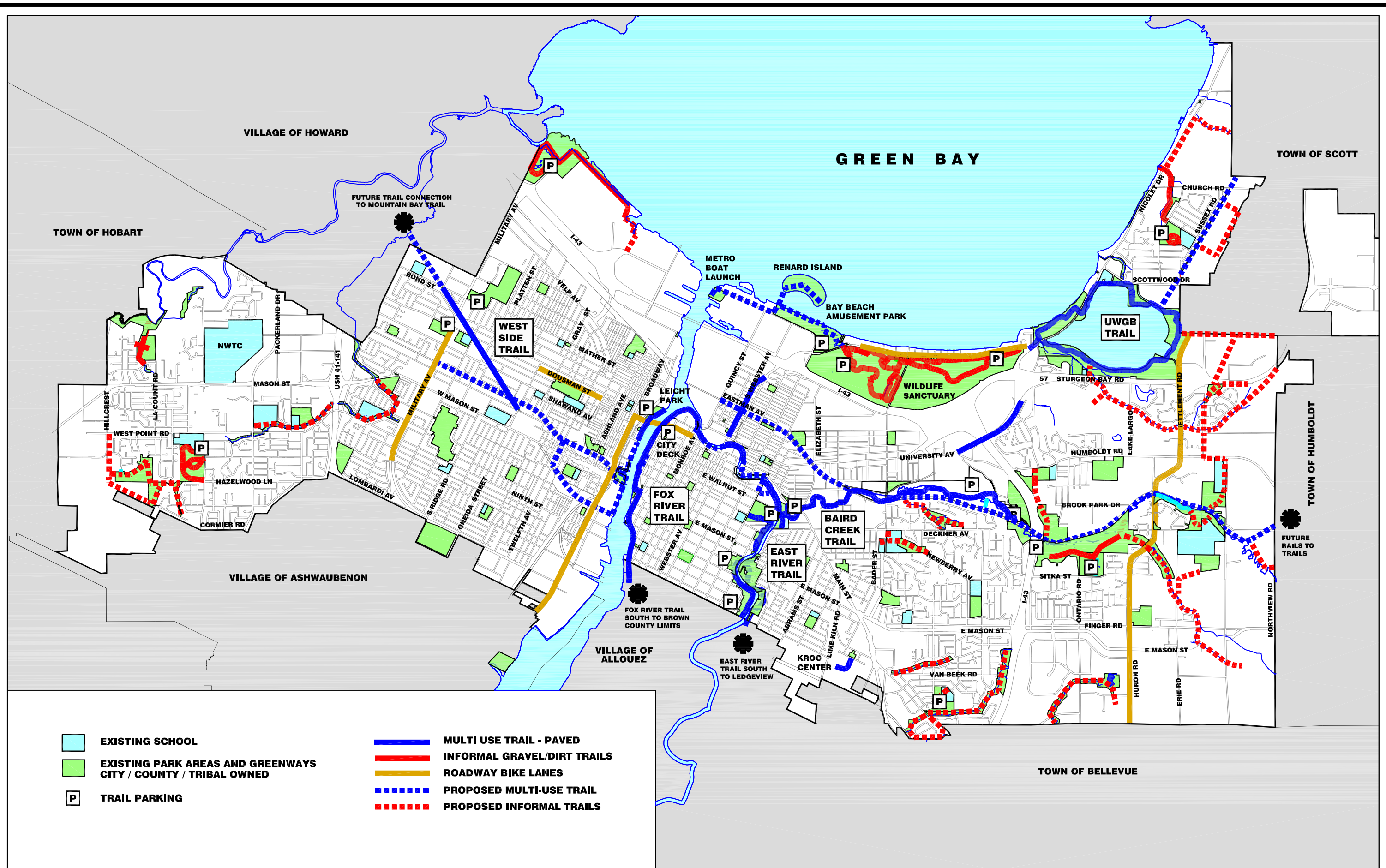
In 2012 in conjunction with an updated master plan, the City created a special revenue fund for Bay Beach Amusement Park. Bay Beach is now responsible to pay all of its operating expenses, but in return it is able to retain all of the revenue generated from the park instead of it going back into the City's general fund. Therefore, monies generated at the park will stay in the park to pay for continued improvements. In addition, a Friends of Bay Beach group was formed with a mission of generating

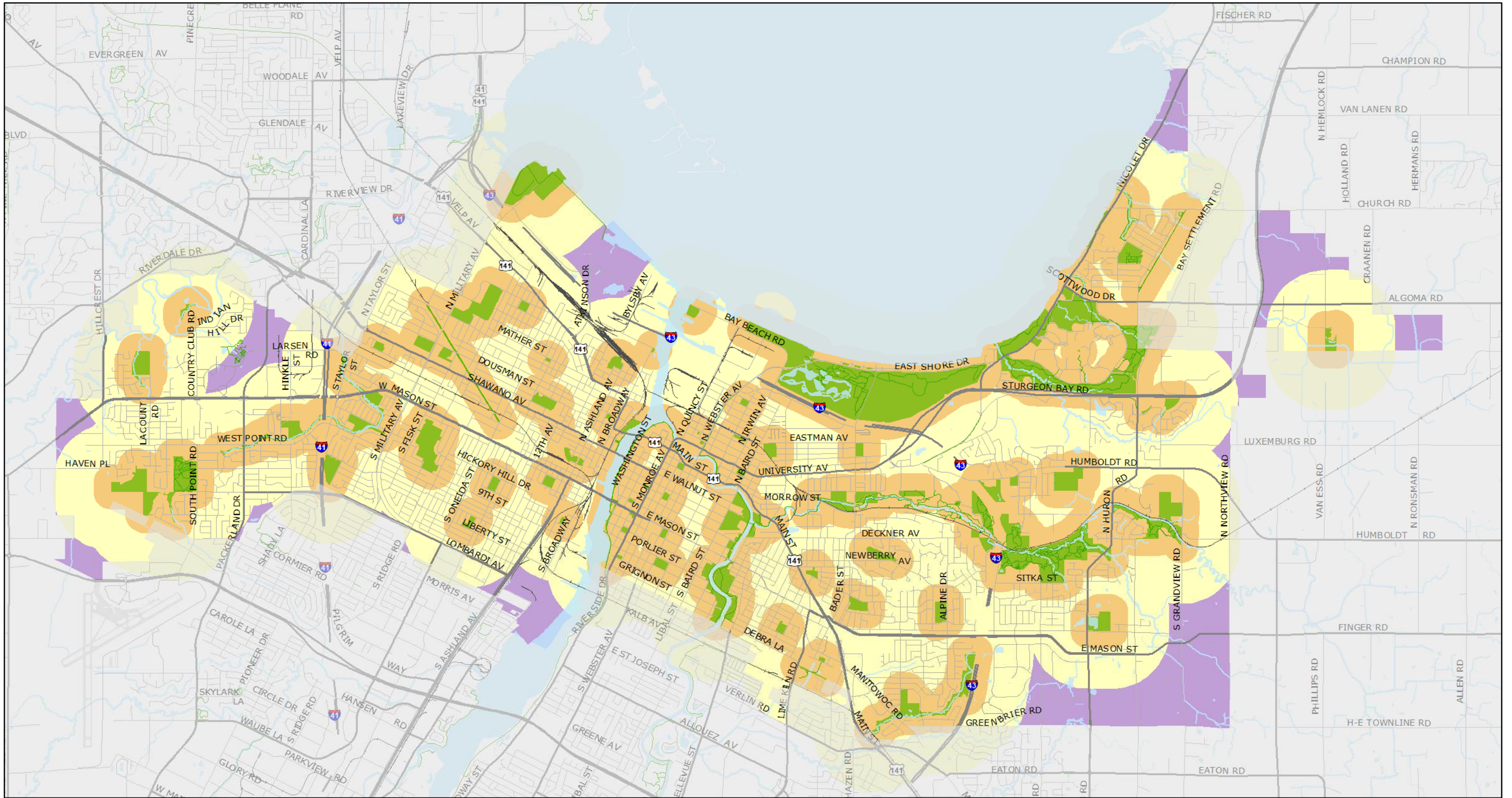
fundraising dollars specifically to fund various capital projects and help implement elements of the master plan over the next ten years. These changes have put the park in a good position to fund its master plan elements and continue expansion in the coming years.

Sponsorship

The City currently receives funding through sponsorships and the Parks, Recreation and Forestry Department is working on a policy for sponsorship of park amenities and programming.



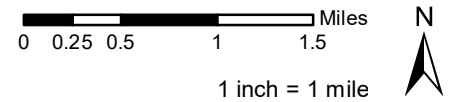




Map 4 Distances from Green Space

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\Work Order Requests\2024\24.18 Parks 5yr Plan\NRPA_Distances.mxd

- Green Space
- Trails
- Areas within 0.2 miles/300m from Green Space
- 0.6 miles/1km from Green Space
- Areas over 0.6 miles/1km from Green Space





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # T.6

To approve a Resolution Adopting the Green Bay Park, Recreation, and Open Space Plan 2025-2029.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft Resolution for Park, Recreation, and Open Space Plan

**RESOLUTION ADOPTING THE
GREEN BAY PARK, RECREATION,
AND OPEN SPACE PLAN 2025-2029**

April 15, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay is interested in acquiring or developing lands for public outdoor recreation purposes; and

WHEREAS, financial aid is required to carry out the project; and

WHEREAS, a five-year Outdoor Park, Recreation, and Open Space Plan is required to qualify for grant funding;

NOW, THEREFORE, BE IT RESOLVED, that the Green Bay Park, Recreation, and Open Space Plan 2025-2029, on file with the Clerk and Director of Parks, Recreation, and Forestry, is hereby adopted.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # T.7

To approve a Resolution authorizing applications for Outdoor Recreation Aids for the East River Emilie Park Nature-Based Flood Resilience & Recreational Access Project.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Draft Resolution Knowles - Nelson Stewardship Grant East River Emilie Park
2. Form 8700-191
3. Concept Designs_ER Emilie Park_09 2024

**RESOLUTION AUTHORIZING APPLICATIONS FOR
OUTDOOR RECREATION AIDS FOR THE EAST RIVER
EMILIE PARK NATURE-BASED FLOOD RESILIENCE &
RECREATIONAL ACCESS PROJECT**

April 15, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, it is the desire of the Common Council for the City of Green Bay to develop lands for public outdoor recreation purposes as described in the attached application; and

WHEREAS, the project is described as Outdoor Recreation Aids for the East River Emilie Park Nature-Based Flood Resilience & Recreational Access Project, and further described on the attached application cover sheet; and

WHEREAS, the above mentioned grant is desired as one source of financial aid to help carry out the project.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City does hereby authorize the Director of Parks, Recreation and Forestry or their designee, to act on behalf of the City of Green Bay to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available related to the Outdoor Recreation Aids for the East River Emilie Park Nature-Based Flood Resilience & Recreational Access Project.
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date.
- Submit signed documents; and
- Take necessary actions to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the City of Green Bay will comply with state or federal rules for the programs; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources approval in writing before any change is made in the use of the project site.

Adopted _____

Approved _____

Eric Genrich, Mayor

**Stewardship Local Assistance, Federal Land & Water
Conservation Fund, & Recreational Trails Program
Grant Application**

Form 8700-191 (R 01/2025)

Page 1 of 6

Notice: Use of this form is required by the Department of Natural Resources (DNR) for any application filed pursuant to ss. NR 50.06, NR 50.21, and NR 51, Subchapters XI-XV, Wis. Adm. Code. Personal identifiable information will only be used in conjunction with the programs listed above. If you have any questions contact your local community service specialist. Personally identifiable information provided on this form will be used for program administration and will be available to requesters as required under Wisconsin's Public Records Law [ss. 19.31 - 19.39, Wis. Stats.].

Applicant		Individual Authorized to Act on Behalf of Applicant	
City of Green Bay		Dan Ditscheit	
Street or PO Box		Title	
100 North Jefferson St		Parks, Recreation and Forestry Dept. Director	
City, State, Zip Code		Telephone Number	Mobile Number
Green Bay WI 54301		(920) 448-3381	
County		E-Mail Address	
Brown		Dan.Ditscheit@greenbaywi.gov	

Grant Payment Information:

ACH Payment Email Address or ☐ Check Mailing Address (if different from applicant)

Finance@greenbaywi.gov	Name	Address		
	Organization:	City	State	ZIP Code

Section 1: Project Information

Financial Summary

Grant Programs Applicant is Eligible For: (refer to eligibility chart in program guidance)

Note: If an applicant is awarded Recreational Trails Program (RTP) funding, additional Stewardship and Land and Water Conservation funding will not be awarded even if the project is eligible for these programs. The RTP grant award maximum is \$100,000.

☒ Stewardship ☒ Land and Water Conservation Funding ☐ Recreational Trails Program

Project Type (select one) ☐ Acquisition ☒ Development ☐ Rehabilitation ☐ Maintenance

Project Title: East River Emilie Park Nature-Based Flood Resilience & Recreational Access Project

Financial Summary
(Manually complete blue boxes)

Grant Request STEW/LWCF (up to 50%)

\$244,046

Grant Request RTP (up to 80%)

Match Sources

Sponsor Funds (Cash and/or Force Account) \$94,047

Donations (Cash, Labor, Materials, Equipment)

Other (list): Fund for Lake Michigan \$150,000

Total Sponsor Match:

\$244,047

Total Project Costs STEW/LWCF
\$488,093

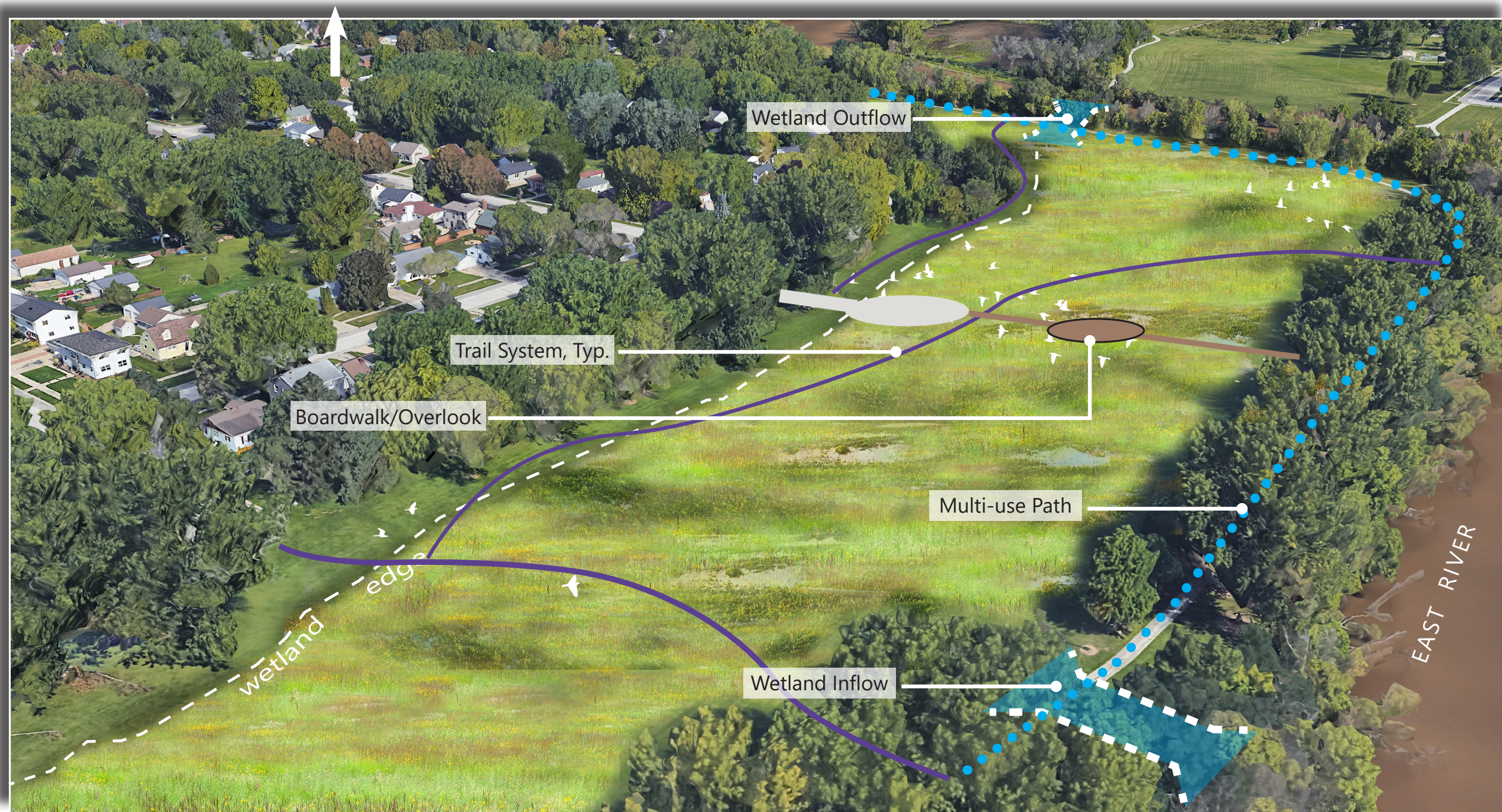
Total Project Costs RTP

Project Location

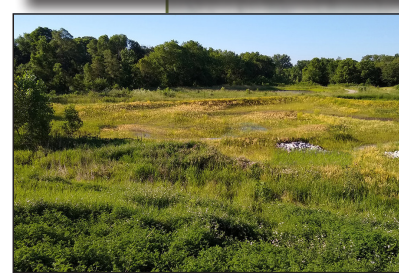
Township	Range	☒ E ☐ W	Section	1/4 1/4	1/4	GPS Coordinates (Decimal Degrees):	County
23 N	21		6			Lat: 44.4922 Long: -87.9966	Brown
UEI # (12 digits)						Congressional/Legislative District Numbers	
ZCUZDCHFP7C6						WI Senate 30	WI Assembly 90 US Congress 8

Census Tract #: 55009001600

(Go to <https://screeningtool.geoplatform.gov/en/#3/33.47/-97.5>; zoom in on location and click to get Census Tract #)



Perspective View



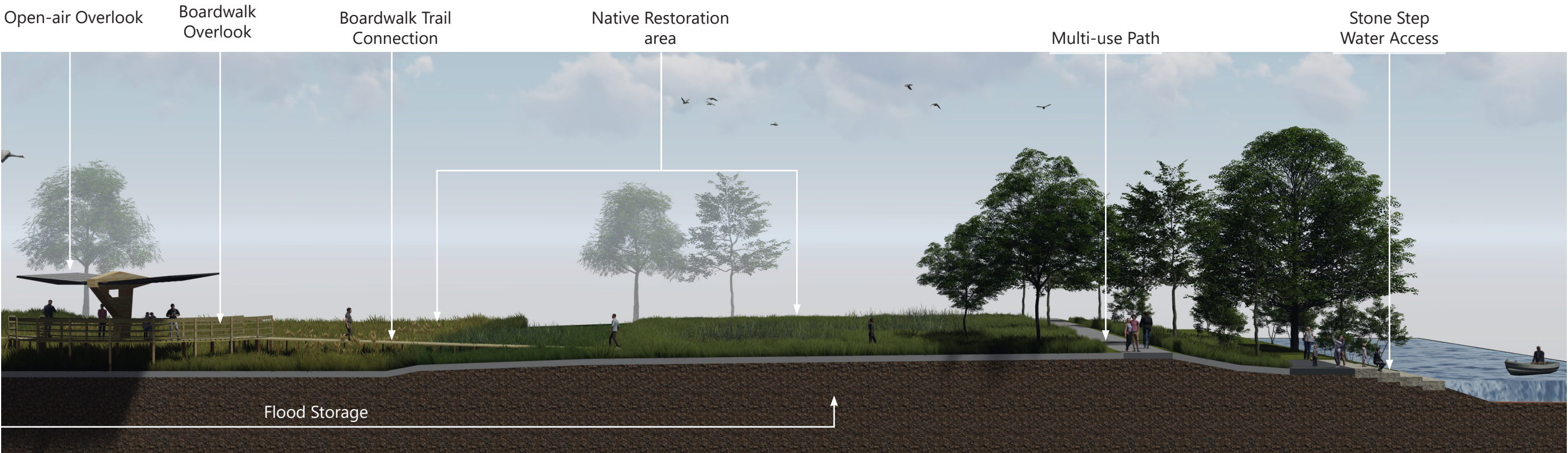
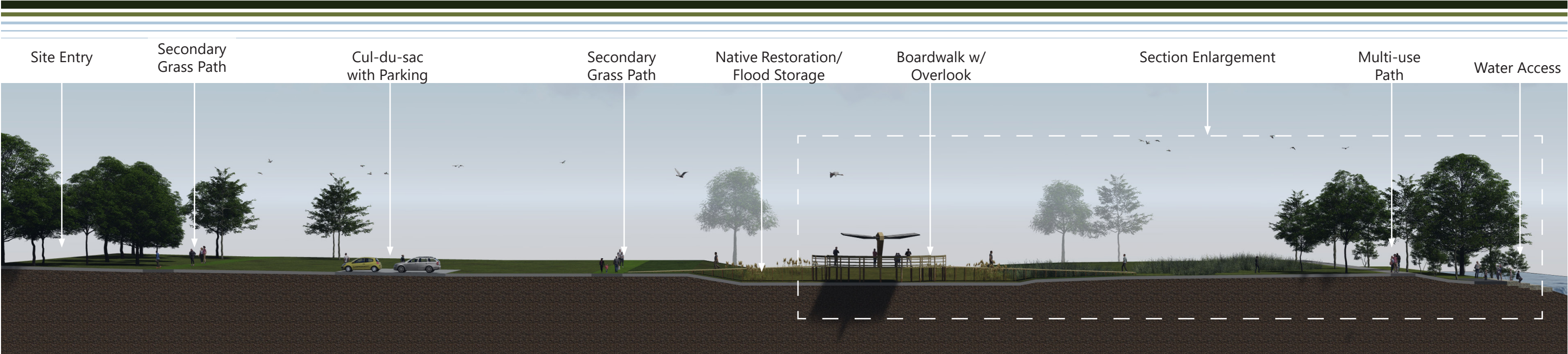
Plan View



GREEN BAY

East River Flood Mitigation

East River Emilie Park





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # T.8

To approve the purchase of (1) New 2026 International MV607 Chassis from International Motors, LLC for a total cost of \$96,763.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 20250402165949844

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded formerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your local International Dealer sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:
Sourcewell Member:	City of Green Bay Parks	PCI
Contact:	Troy VanHandel	Mark Winkler
Address:	100 North Jefferson Street	1695 E Green Bay St
City/State/Zip:	Green Bay, WI 54301	Shawano, WI 54166
Phone:	920-448-3005	715-524-3171
Email:	troy.vanhandel@greenbaywi.gov	mwinkler@pcitrucks.com

Proposal Number	14153
Date	3/26/2025
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	1

Chassis	
New 2026 International MV607 Chassis	\$ 139,039.78
Base Chassis List	\$ 113,929.00
Options List	\$ 25,110.78
Sourcewell Contract Discount 30.3%	\$ (42,155.67)
Volume Incentive	\$ -
Material Price Increases	\$ -
Net Sourcewell Chassis Price	\$ 96,884.11
Sourcewell Partner Body	
	\$ -
Handling Fee 4.00%	\$ -
Non-Sourcewell Dealer Supplied Body	
	\$ -
Handling Fee 5.00%	\$ -
Additional Post Build Work	
Battery switch	\$ 1,095.00
rustproofing	\$ 1,000.00
Handling Fee 5.00%	\$ 104.75
Service Contracts	
frame	\$ 690.00
	\$ -
	\$ -
Additional Freight	
	\$ -
	\$ -
Additional Floorplan	
Floor plan	\$ 725.00
	\$ -
Additional Fees & Taxes	
	\$ -
	\$ -
	\$ -
Final Sourcewell Per Vehicle Price FOB Shawano	\$ 96,763.00
Final Sourcewell Total Vehicle(s) Price	\$ 96,763.00
Additional Sourcewell Qualified Content	
Silver Package Award	\$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.

Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.

Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # U.I

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

- a. Business Support Specialist
- b. Custodian
- c. Account Clerk II
- d. Time Clerk
- e. Operator I
- f. Civil Engineer

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- 1. Personnel Committee Request to Fill Memo
- 2. Business Support Specialist
- 3. GBPD Custodian
- 4. Account Clerk II
- 5. Time Clerk
- 6. Operator I
- 7. Civil Engineer

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: April 8, 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.

- Business Support Specialist – Replacement position due to the retirement of Wendy Townsend effective April 1, 2025. This position is budgeted at \$69,659 to \$81,931 annually (Pay Grade I).
- Custodian – Replacement position due to resignation of Kevin Francois effective April 4, 2025. This position is budgeted at \$21.78 - \$24.19 per hour (Pay Grade C).
- Account Clerk II – Replacement position due to the resignation of Sheila Petitjean effective April 30, 2025. This position is budgeted at \$26.07 - \$29.79 per hour (Pay Grade F).
- Time Clerk – Replacement position due to the retirement of Cindy Tappy effective April 16, 2025. This position is budgeted at \$26.07 - \$29.79 per hour (Pay Grade F).
- Operator I – Replacement position due to the resignation of Josh Guns effective March 19, 2025. This position is budgeted at \$26.07 - \$29.79 per hour (Pay Grade F).
- Civil Engineer – Replacement position due to the resignation of Max McGuire effective April 25, 2025. This position is budgeted at \$75,275 - \$95,222 annually (Pay Grade J/K).

**Position Fill Request
Justification Report
March 11, 2025**

Position Title: Business Support 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 Wendy Townsend who is retiring effective April 1, 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 – the salary range is Grade I (\$69,659-\$81,931)

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

- Serve as a primary point of contact for businesses seeking assistance with licensing, permitting, zoning, and other City processes.
- Provide guidance to entrepreneurs and business owners on available City, state, and federal programs, including grants, loans, tax credits, and other resources.
- Manage business development programs, including the City's Revolving Loan Fund (RLF) programs. Processes loan applications, maintains compliance with program requirements, marketing RLF programs, and facilitating approval processes through the RLF Committee.
- Maintain and update business resource materials, including online resources and printed materials.
- Assist in the coordination and promotion of business workshops, networking events, and other economic development initiatives.
- Collaborate with internal departments to improve business-related processes and ensure efficient service delivery.
- Conduct outreach efforts to engage with new and existing businesses, identifying their needs and connecting them with appropriate resources.
- Track and report key business support metrics, including inquiries, services provided, and program outcomes.
- Assist with the preparation of reports, presentations, and communications related to business development efforts.
- Support special projects related to economic development, such as business attraction, retention, and expansion initiatives.

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

The position supports the attraction, retention, and expansion of businesses within the City, which generates additional tax base for the community.

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

Current staff is unable to absorb the duties of the Business Support Specialist position due to existing workload constraints and the specialized nature of the role. The department's current staff is already operating at full capacity and is not necessarily specialized in managing the revolving loan fund programs or providing expert-level guidance to businesses. Absorbing these duties would negatively impact response times for businesses, delay critical projects, and reduce the overall effectiveness of economic development programs.

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

By the incumbent until her retirement on April 1.

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

This role requires dedicated engagement with business owners and entrepreneurs, which cannot be effectively maintained without a full-time staff member focused on these responsibilities. Without refilling this position, the City risks diminishing its ability to support small businesses, process inquiries efficiently, and implement business support programs that are crucial for economic growth.

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

Alternative methods include redistributing duties among existing staff, hiring a temporary employee, or outsourcing tasks to consultants, but each presents challenges. Current staff lack capacity to absorb additional work without impacting efficiency. Temporary hires require onboarding and may lack continuity, while consultants are costly and less accessible for day-to-day business support. These alternatives would likely result in higher costs and reduced service quality, making refilling the position the most effective solution.

9. Are there union issues?

No

**Position Fill Request
Justification Report
3/25/25**

Position Title: Custodian I – Green Bay Police Department

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 Kevin Francois who is resigning effective 4/4/25.

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

Yes. The current salary range is Grade C (\$21.78-\$24.19).

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

The Custodian I position performs general custodial and light building maintenance for all Green Bay Police Department and Municipal Court buildings.

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.**

The Building Maintenance Division table of organization consists of 1 Building Maintenance Supervisor and 2 Custodian I positions. The current funded staff of 3 is responsible for the care and maintenance of 8 different sites consisting of over 82,000 square feet. They also perform some duties at the old Press Gazette building. We have 1 entity that rents space from us. Part of the lease agreements we have with them require the Police Department to supply all of the building maintenance and custodial needs. The staff is minimal with only 3 people and we will not be able to complete all required duties with a staff of 2.

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

The position is currently filled, but one Custodian I is resigning effective 4/4/25.

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

All custodial duties would see an extreme reduction in the timeliness of tasks being completed. Additional special projects could not be carried out if staffing level is reduced.

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

Paying the remaining Custodian I a minimum of 2 hours of overtime per day just to complete basic tasks. Hire temporary help.

9. Are there union issues?

No.

10. Other supporting comments.

**Position Fill Request
Justification Report
March 25, 2025**

Position Title: Account Clerk II (Public Works)

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

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

This position will be vacant as a result of the resignation of Sheila Petitjean effective at the end of the workday on April 4, 2025.

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

Yes, this position is included in the budget. The current wage range is \$26.07-\$29.79 per hour (Pay Grade F).

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

- A. Performs receptionist work and/or counter duties of moderate difficulty answering inquiries of walk-in individuals or phone calls, which involves assisting them with completion of forms, accepting payments, answering inquiries and explaining department and City procedures, or referring inquiries to the proper official or department.
- B. Enters daily payments, citations and makes adjustments for overpayments. Issue refunds, track the status of multiple ticket customers, opens and maintains accounts for monthly parking customers, processes fees, and issues passes. Maintains utility usage reports for parking facilities.
- C. Performs data entry, prepares regular reports, spreadsheets and invoices. Prepares correspondence, reports, memos, permits, statements, forms from handwritten drafts or oral instruction, which may involve some judgment regarding the information included and format used. Prepares breakdowns of invoices and calculates and invoices customers as needed. Performs general record keeping and filing. Handles routine work assignments independently.
- D. Maintains daily electronic gating system at ramps and reports problems.
- E. Initiates collection of non-sufficient funds and unpaid parking citations; maintains and updates records.
- F. Assigns registered vehicle owner information to parking citations.
- G. Enters license plate notifications for suspension and completes license plate satisfactions.
- H. Assists other clerical staff with assignments of moderate difficulty. Performs assigned

functions of Account Clerk III in their absence. Researches information from various sources and combines data for typing or for presentation to inquiries, enters data into or searches for information on a computer terminal.

I. Performs other duties as assigned.

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

Clerical staff is responsible for accepting payment and/or preparing invoices for parking citations and monthly parking stall rentals, as well as collection for unpaid parking citations.

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

A second Account Clerk II position was created in 2022 to assist the existing Account Clerks in assigned duties that were either not being performed or not being completed in a timely and efficient manner due to workload and understaffing.

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

The position is currently filled.

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

Understaffing Parking Division will remove the focus from collection efforts for unpaid parking citations and revenue collected from entering timely information for each citation, registered owner, license plate suspension, etc. and return staff to not performing certain job duties at all and other duties being done less timely and efficiently.

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

N/A

9. Are there union issues?

No.

10. Other supporting comments.

**Position Fill Request
Justification Report
March 25, 2025**

Position Title: Operations Division Time Clerk

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**

DPW is requesting to fill one (1) employee vacancy due to the retirement of DPW Time Clerk Cindy Tappy at the end of the regular shift on Wednesday, April 16, 2025.

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

Yes, this position is currently funded in the DPW-Operations Division operating budget. The current wage range is Pay Grade F (Time Clerk) is \$26.07 to \$29.79 per hour (\$54,267 to \$ 61,963 per year).

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

The DPW Time Clerk performs a critical function by entering time card information into the City's financial and payroll systems. Proper documentation of details related to DPW system labor, vehicle and project time are critical for reporting to State and Federal authorities. That data determines what the City receives for transportation sanitation and recycling aid and grants.

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

This position does not generate revenue for the City. However, the use of in-house labor for this function reduces the need to contract out for those services. Also, in-house employees are more attuned to the intricacies of payroll and data logging due to their integral role on the DPW team.

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

This is a full-time position that requires detailed knowledge and training in job activity. Other DPW employees may be able to fill in for very short time periods. However, those other employees have a full-time position elsewhere, and do not possess the knowledge to complete this job thoroughly.

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

Duties of vacant positions are assigned to other employees as needed. When there is a lack of personnel, assignments are prioritized. If staffing is not available, then lower priority assignments are either postponed or not completed.

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

Loss of the Time Clerk position would result in discontinuance of DPW-Operations Division payroll data entry. It would also result in violation of required State and Federal transportation system reporting.

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

DPW must 1) provide proper data logging and reporting of payroll and transportation system maintenance activity, and 2) comply with related State and Federal rules. One alternative would be working overtime to maintain the required function or outsourcing that function. However, continued overtime will lead to employee burnout and low morale. DPW does not recommend outsourcing this function because the Time Clerk must interact with DPW Superintendents and Supervisors routinely on the intricacies of DPW functions and payroll and data logging.

9. Are there union issues?

No

10. Other supporting comments.

None

**Position Fill Request
Justification Report
March 10, 2025**

Position Title: Street Section – Operator 1 (Tractor Operator)

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

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

This position is vacant following the resignation of Josh Guns at the end of the regular workday on Wednesday, March 19, 2025.

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

Yes, this position is currently funded in the DPW-Traffic Division operating budget. The wage range is \$26.07 to \$29.79 per hour (Pay Grade F).

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

Tractor Operators perform a full range of duties including, but not limited to, removing snow, cutting grass, snow/ice control between winter storms, beam guard rail repair, pavement repair, pothole patching, and general labor assignments related to DPW core functions.

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

This position does not generate revenue for the City. The use of in-house labor and equipment reduces the need to contract out for those services.

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

Loss of a Tractor Operator position represents a reduction in DPW's ability to provide all Street Section services in a timely manner, notably wintertime snow removal and summertime grass cutting.

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

Duties of vacant positions are assigned to other Street Section employees as needed. When there is a lack of personnel, assignments are prioritized. If staffing is not available, then lower priority assignments are either postponed or not completed.

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

DPW will continue to perform all its core services. However, a reduction in staffing will result in a lower level of service for residents. DPW's biggest concern is keeping up with grass cutting, yard waste collection, and snow removal duties.

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

DPW must 1) provide proper maintenance, care, and safety of City infrastructure, and 2) comply with City ordinance regarding care of grassy areas. The frequency of grass cutting cannot be reduced during the growing season, as DPW-maintained grass is already allowed to grow to the maximum height allowed by ordinance before cutting. One alternative would

be working overtime to maintain the required service or outsourcing of services. But continued overtime can lead to employee burnout and lower morale. Another alternative would be to reduce City services like 1) increasing the snowfall amount before plowing from 2 inches to 3 inches, and 2) eliminating the curbside yard waste collection program.

9. Are there union issues?

No

10. Other supporting comments.

None

**Position Fill Request
Justification Report
April 3, 2025**

Position Title: Civil Engineer – Utility Section

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

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

This position is vacant as a result of Max McGuire's resignation effective April 25, 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.**

The position is included in the current budget. The current salary range for the position is \$75,275 - \$95,222 per year. The position is currently funded 50% by the Sanitary Sewer Utility and 50% by the Storm Water Utility budgets.

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

This position provides project management, design, and planning for Utility Division projects related to stormwater management, stormwater and sanitary sewers, and flood resiliency. This position conducts site plan and storm water management plan review for proposed developments. This is a critical position within the Utility Division to ensure projects are completed to comply with WDNR's stormwater and sanitary sewer permit requirements and to implement projects necessary to maintain and expand the City's stormwater and sanitary sewer systems.

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

The position generally does not generate revenue or reduce expenses. However, the City does have a fee associated with stormwater management plan reviews conducted by this position.

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

This vacancy is one of two Utility Engineer positions within the City. It is a critical position for both compliance with the City's MS4 permit and to review submittals associated with development and redevelopment within the City. The position is also critical for implementing projects necessary to develop or maintain the City's stormwater and sanitary sewer systems. Current staff are unable to absorb any more duties with all of the projects and activities that are required to maintain compliance with the stormwater and sanitary sewer permits.

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

Currently, the duties are being done by the incumbent of this position. The Utility Manager and others will have to cover the work until the position can be filled. Overall some projects may not receive the same level of attention or timeliness until this position is filled. This could delay the time necessary to issue stormwater management permits and/or delay projects.

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

Site plan and storm water management plan reviews may not be completed in a timely manner. More work would need to be contracted out and/or be delayed. The City would be unable to take on new projects necessary to achieve permit goals and comply with regulations.

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

The alternate method of accomplishing the work would be to hire outside consultants to supplement our engineering staff. The cost associated with this alternative would be approximately 15-25% of the value of the construction for each project the outside consultant works on. These additional costs were not anticipated either through the development of the 2025 budget nor the 2025 Capital Improvement Program. Furthermore, it is difficult for a consultant to fill this role since they would be reviewing the work of other consultants, which can result in positive or negative biases on behalf of the City.

9. Are there union issues?

No

10. Other supporting comments.

None.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # U.2

To approve the request to reclassify a Records Clerk position to a Public Records Specialist position and approval to fill the Public Records Specialist position.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Records Clerk to Public Records Specialist reclass 4.2025



Human Resources Department
100 North Jefferson Street - Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee
Brian Rollefson, Human Resources Director

From: Jennifer Smits, Human Resources Generalist

Re: Request to reclassify a Records Clerk position to a Public Records Specialist position and approval to fill the Public Records Specialist position

Date: April 8, 2025

RECOMMENDATION

- I. Human Resources and the Police Department request that a Records Clerk (Pay Grade D, \$23.21/hour-\$25.78/hour) be reclassified to a Public Records Specialist (Pay Grade E, \$24.65/hour-\$27.39/hour). The Police Department also requests approval to fill the Public Records Specialist position and all subsequent vacancies resulting from internal transfers. The Records Clerk position is vacant due to a recent resignation.

BACKGROUND

- II. The Police Department Records Division currently consists of (1) Office Manager, (3) Public Records Specialists, (9) Records Clerks, (3) Front Desk Administrative Clerks, and (1) part-time Office Clerk.

In April, 2021 body cameras were implemented in the Police Department, which resulted in an increase in public records requests. At that time, the Office Manager, along with a Records Clerk who assisted on a part-time basis, were responsible for processing records requests. Due to the increase in requests, the Records Division was unable to fulfill records requests in a timely manner. As a result, in November of 2021 a vacant Front Desk Administrative Clerk position was reclassified to the first Public Records Specialist position with primary responsibility for assisting with the processing of all open records requests. This includes the redaction of written reports and body camera footage.

A second Public Records Specialist position was added to the 2024 Police Department budget and in January of 2025 a vacant Word Processor (Transcriptionist) position was reclassified to create a third Public Records Specialist. This current request to reclassify a Records Clerk to a Public Records Specialist will result in four Public Records Specialist positions. With a staff of four Specialists, the department will be able to respond to records requests in a more

reasonable timeframe.

The number of public records requests has continued to increase since the implementation of body cameras, and the Records Division is currently experiencing a growing backlog of over 100 open records requests. In 2021 the department released 604 videos totaling 223 hours and in 2024 released 1,609 videos totaling 665 hours. When the Division was staffed with two Public Records Specialists, the response time was reduced from 12-15 weeks to 9-12 weeks. Larger requests can take several months.

The Office Manager has been evaluating the workload of the Records Clerks to ensure that their work can be accomplished with eight Clerks, rather than nine. She has determined that the remaining (8) Records Clerks will be able to manage and effectively perform the work of the Records Division.

FISCAL IMPACT

- III. This reclassification results in an annual cost increase of \$3,514. The Department has stated that there is money in the budget to cover this increase.

Estimated	Records Clerk Grade D, Step 4	Public Records Specialist Grade E, Step 4
Salary	\$49,629	\$52,686
FICA	\$3,797	\$4,031
WRS (General)	\$3,449	\$3,662
Worker's Comp	\$104	\$111
Health Insurance	\$17,712	\$17,712
Dental Insurance	\$1,402	\$1,402
Life Insurance	\$63	\$67
TOTAL COMPENSATION	\$76,156	\$79,670

- C: Police Chief Chris Davis
Police Commander Shannon Seymer-Tabaska
Police Office Manager Lisa Wachowski



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # W.1

To receive and place on file the February and March 2025 reports by the Police Department on the monthly Traffic Enforcement Unit Traffic Safety Plans.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 02 TRAFFIC SAFETY PLAN February 2025
2. 03 TRAFFIC SAFETY PLAN March 2025



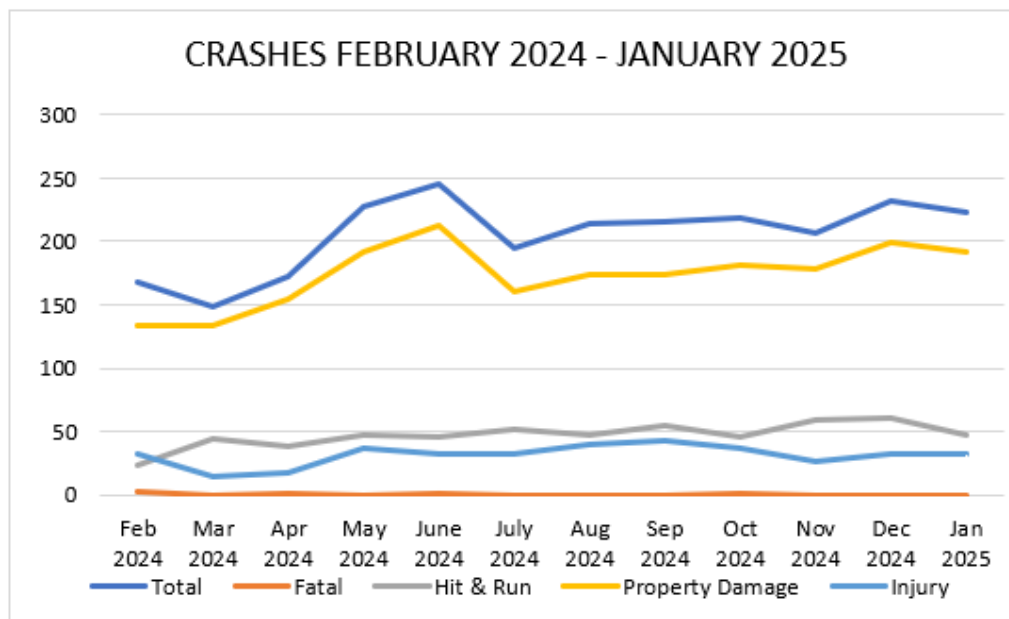
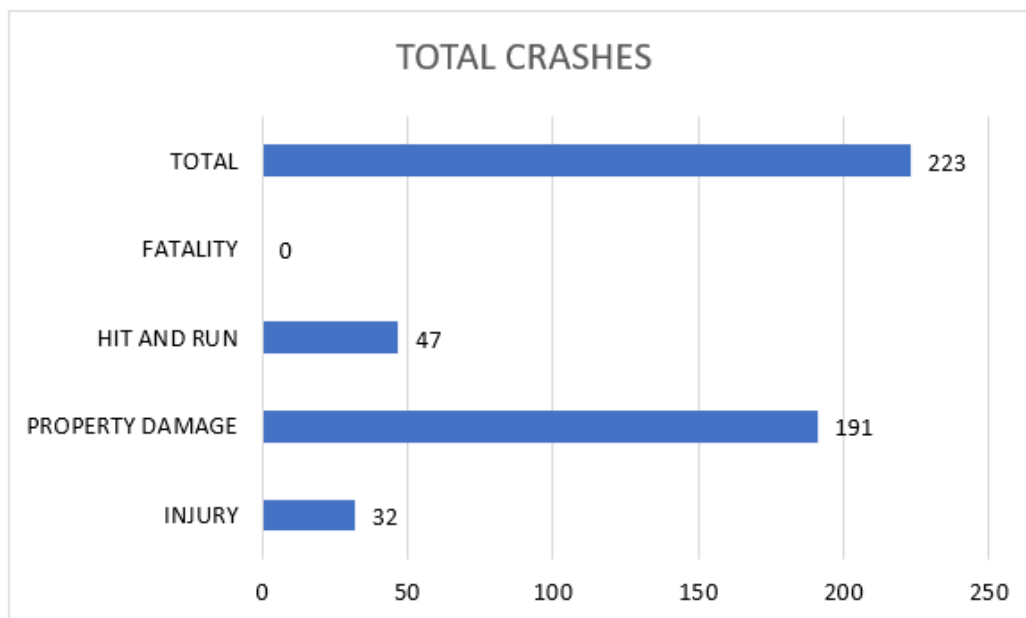
Green Bay Police Department

FEBRUARY 2025

Traffic Safety Plan

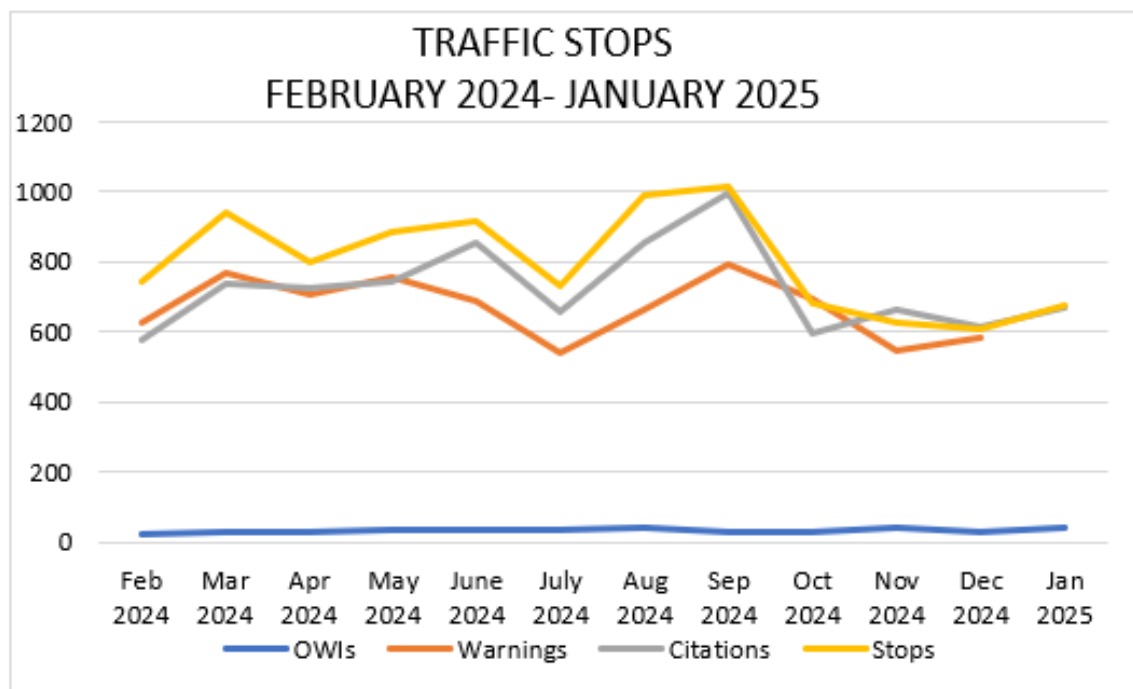
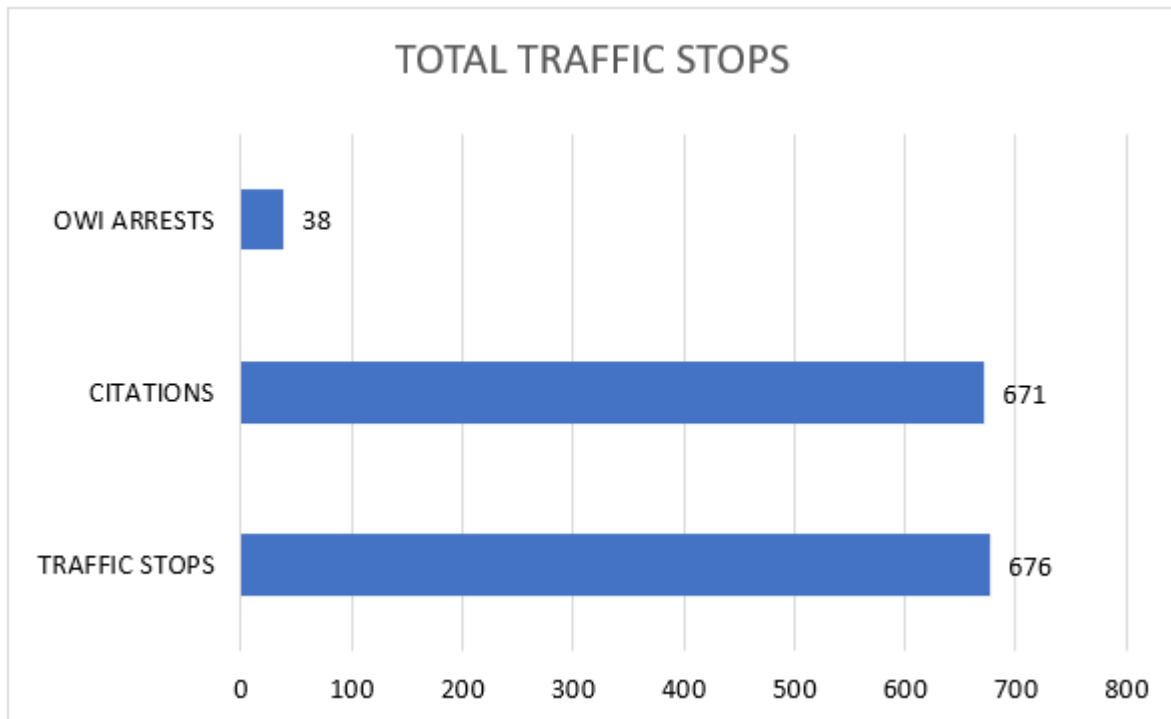
Traffic complaints are the #1 complaint made to the Green Bay Police Department and City Alderpersons. The police department is committed to safe travels for motorists, pedestrians and bicyclists. With a goal of reducing traffic crashes, property damage, injury and death on Green Bay's roadways, the police department will use a data driven approach for traffic enforcement. Data analytics from crash data, citizens complaints and speed boards (when in use) will be used to identify traffic emphasis areas. Each month's report will be posted on the police department's website and will be presented at the Traffic, Bicycle and Pedestrian Commission meeting.

JANUARY 2025 CRASH DATA



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

JANUARY 2025 TRAFFIC STOPS



UPCOMING TRAFFIC TASK FORCE DEPLOYMENTS

- * BROWN COUNTY OWI TASK FORCE—February 7, 8, 21, and 22
- * LOCAL ALCOHOL ENFORCEMENT—February 1, 14, 15, and 28

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

TRAFFIC COMPLAINTS

Below are the most recent traffic complaints received by the Green Bay Police Department. To make a traffic complaint, call the Traffic Enforcement Unit Complaint at (920) 448-3212. Residents can also submit an online complaint through the City's Request for Service page. Please leave detailed information including specific times/days of the week, street and block number/intersection, and contact information if you would like follow-up from an officer.

District	Area	Complaint
A	1100 BLK FISK ST	Speeding
A	W MASON ST / TAYLOR ST	Roundabout lane violations
B	12TH AV / CLINTON ST	Stop sign violations near RR crossing
B	GRAY ST / MATHER ST	Speeding and stop sign violations
C	S BAIRD ST / STUART ST	Speeding
C	N WASHINGTON ST / CHERRY ST	Stop sign and crosswalk violations
C	E MASON ST / S WEBSTER AV	Red light violations
D	E MASON ST / ALPINE DR	Red light violations
D	1500 AND 1900 BLKS EASTMAN AV	Speeding
D	600 BLK SKYLINE BLVD	Speeding and reckless driving
D	E MASON ST / EDGEWOOD DR	Speeding
D	BELLEVUE ST / AMY ST	Speeding
D	MAIN ST / E MASON ST	Red light violations

Winter Weather Driving Tips—Emergency Kit

All drivers should have an emergency kit kept inside their vehicle at all times. Drivers should restock and replace expired items as needed. Recommended items to keep in your vehicle emergency kit include:

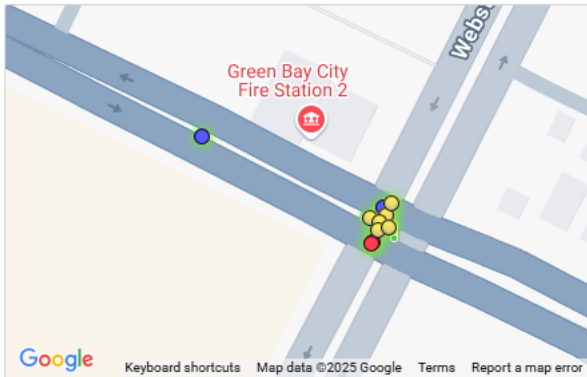
- Blankets or sleeping bags
- Flashlight with batteries
- First aid kit
- Windshield brush/scraper
- Cell phone charger/adaptor and power bank
- Drinking water and non-perishable food
- Booster cables



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

ENFORCEMENT PRIORITY AREAS

Priority areas are determined using a predictive analysis tool through the Wisconsin DOT. The tool uses crash data from the previous three years to determine areas that have a high likelihood of vehicle crashes in the next 30 days.



Analysis Area #1: GREEN BAY (C)

Roadway: WEBSTER AVE N

Total Crashes: 11

Contributing Factors:

- 65+ Driver (5)
- Teen Driver (2)
- Bike (1)
- Motorcycle (1)
- Pedestrian (1)
- Occp Protection (1)
- Winter Road (1)



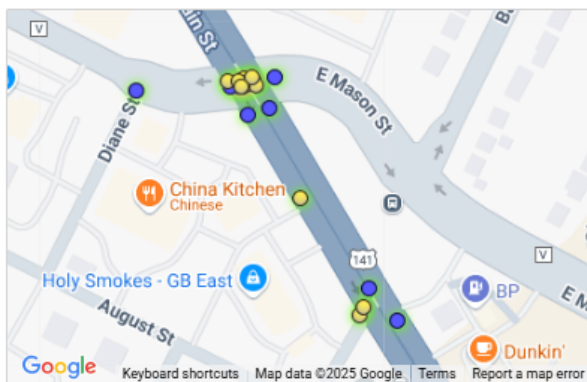
Analysis Area #3: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 10

Contributing Factors:

- Hit & Run (1)
- Pedestrian (1)
- Occp Protection (1)
- Distracted (1)
- 65+ Driver (1)



Analysis Area #4: GREEN BAY (C)

Roadway: 141

Total Crashes: 19

Contributing Factors:

- Hit & Run (1)
- Pedestrian (1)
- Occp Protection (1)
- Distracted (1)
- 65+ Driver (1)



Analysis Area #5: GREEN BAY (C)

Roadway: 054

Total Crashes: 12

Contributing Factors:

- Distracted (3)
- 65+ Driver (3)
- Large Truck (1)
- Teen Driver (1)



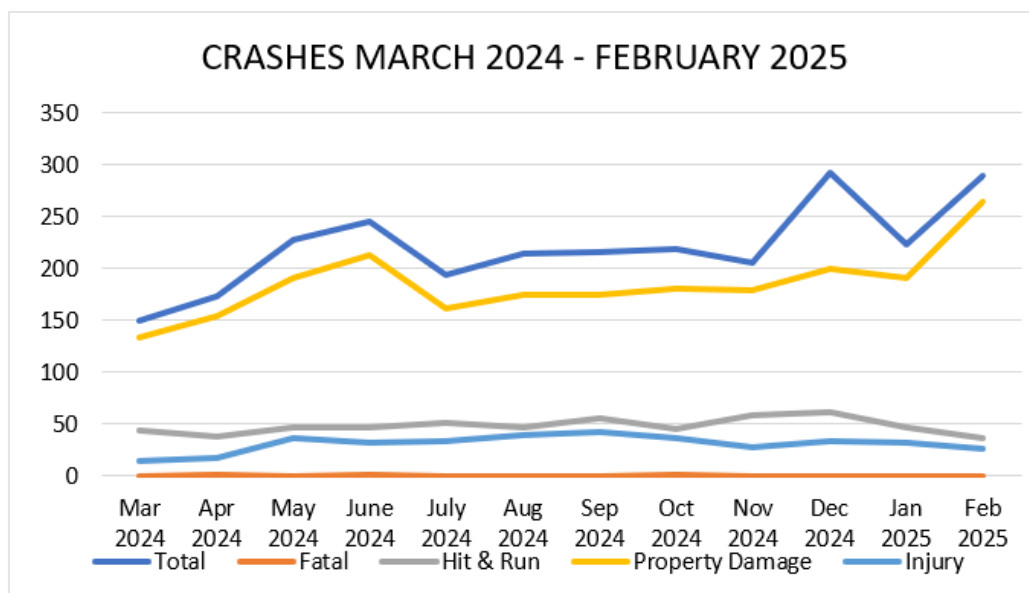
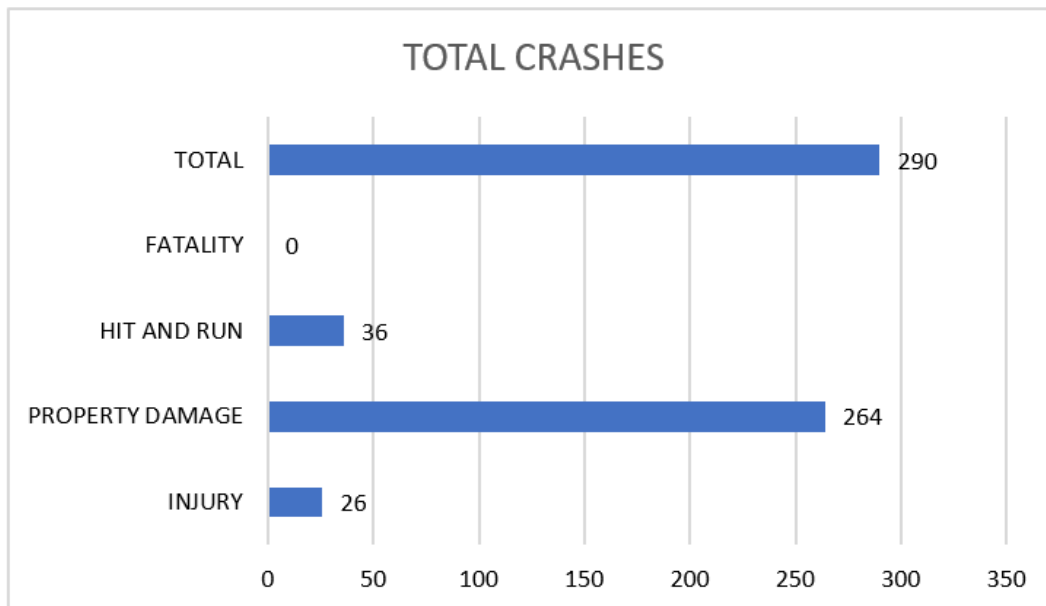
Green Bay Police Department

MARCH 2025

Traffic Safety Plan

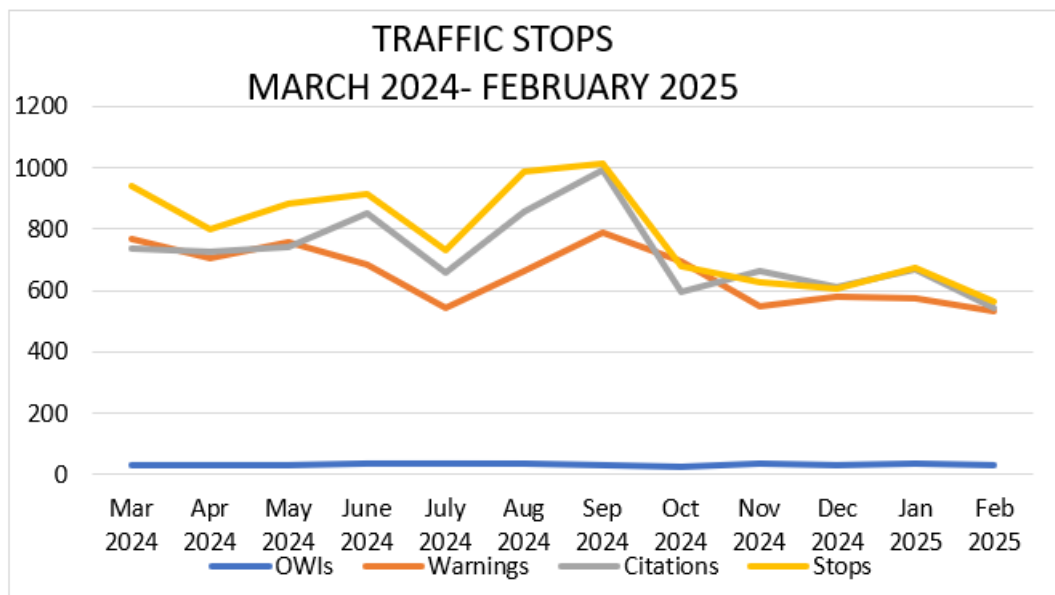
Traffic complaints are the #1 complaint made to the Green Bay Police Department and City Alderpersons. The police department is committed to safe travels for motorists, pedestrians and bicyclists. With a goal of reducing traffic crashes, property damage, injury and death on Green Bay's roadways, the police department will use a data driven approach for traffic enforcement. Data analytics from crash data, citizens complaints and speed boards (when in use) will be used to identify traffic emphasis areas. Each month's report will be posted on the police department's website and will be presented at the Traffic, Bicycle and Pedestrian Commission meeting.

FEBRUARY 2025 CRASH DATA



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

FEBRUARY 2025 TRAFFIC STOPS



UPCOMING TRAFFIC TASK FORCE DEPLOYMENTS

- * BROWN COUNTY OWI TASK FORCE—March 7, 8, 17, 21, and 22
- * LOCAL ALCOHOL ENFORCEMENT—March 1, 14, 15, 28, and 29
- * CLICK IT OR TICKET—March 6, 13, 20, and 27
- * SPEED TASK FORCE—March 4 and 25

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

TRAFFIC COMPLAINTS

Below are the most recent traffic complaints received by the Green Bay Police Department and areas of increased risks from traffic data. To make a traffic complaint, call the Traffic Enforcement Unit Complaint at (920) 448-3212. Residents can also submit an online complaint through the City's Request for Service page. Please leave detailed information including specific times/days of the week, street and block number/intersection, and contact information if you would like follow-up from an officer.

District	Area	Complaint
A	2600-2700 BLKS HAZELWOOD	Speeding
A	W MASON ST / TAYLOR ST	Roundabout lane violations
B	GRAY ST / MATHER ST	Speeding and stop sign violations
C	MONROE AV / EMILIE ST	Speeding
C	N WASHINGTON ST / CHERRY ST	Stop sign and crosswalk violations
C	E MASON ST / S WEBSTER AV	Red light violations
C	BAIRD ST / STUART ST	Speeding
D	1400 BLK FARLIN AV	Loud exhaust
D	HURON RD / INDIGO BLUFF CT	Speeding
D	130 BLK ALPINE DR	Trucks off route
D	E MASON ST / EDGEWOOD DR	Speeding
D	BELLEVUE ST / AMY ST	Speeding
D	MAIN ST / E MASON ST	Red light violations

St Patrick's Day—Monday, March 17, 2025

Don't count on luck on St Patrick's Day to keep you safe—plan ahead for a safe and sober ride home. There are many options available for sober rides to avoid drinking and driving.

The Brown County OWI Task Force and local alcohol enforcement efforts will be looking for impaired drivers through the weekend before and on St Patrick's Day. Messaging will be shared on Green Bay Police Department's social media to encourage safe choices for those celebrating.



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

ENFORCEMENT PRIORITY AREAS

Priority areas are determined using a predictive analysis tool through the Wisconsin DOT. The tool uses crash data from the previous three years to determine areas that have a high likelihood of vehicle crashes in the next 30 days.



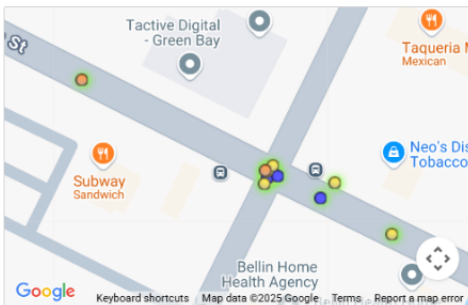
Analysis Area #1: GREEN BAY (C)

Roadway: N WEBSTER AV / UNIVERSITY AV

Total Crashes: 11

Contributing Factors:

- 65+ Driver (5)
- Teen Driver (2)
- Bike (1)
- Motorcycle (1)
- Pedestrian (1)
- Occp Protection (1)
- Winter Road (1)



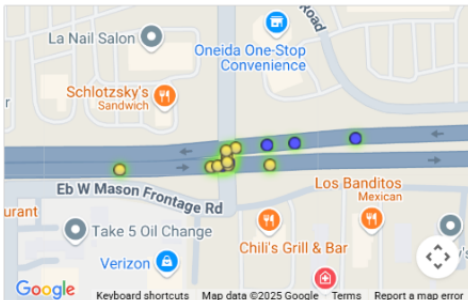
Analysis Area #2: GREEN BAY (C)

Roadway: E MASON ST / S ROOSEVELT ST

Total Crashes: 10

Contributing Factors:

- Hit & Run (1)
- Pedestrian (1)
- Occp Protection (1)
- Distracted (1)
- 65+ Driver (1)



Analysis Area #3: GREEN BAY (C)

Roadway: W MASON ST / HINKLE ST

Total Crashes: 15

Contributing Factors:

- Distracted (4)
- 65+ Driver (3)
- Large Truck (1)
- Motorcycle (1)
- Teen Driver (1)



Analysis Area #4: GREEN BAY (C)

Roadway: E MASON ST / MAIN ST

Total Crashes: 19

Contributing Factors:

- Hit & Run (1)
- Pedestrian (1)
- Occp Protection (1)
- Distracted (1)
- 65+ Driver (1)



Analysis Area #5: GREEN BAY (C)

Roadway: UNIVERSITY AV / N IRWIN AV

Total Crashes: 9

Contributing Factors:

- Hit & Run (1)
- Pedestrian (1)
- Occp Protection (1)
- Distracted (1)
- 65+ Driver (1)



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # W.2

To approve the request by Ald. Johnson to remove the NO PARKING FROM HERE TO CORNER sign near 301-305 S. Maple Avenue and to update the NO PARKING zone to default to the standard setback.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. TBPC Alder Communication 03-17-25
2. Ald. Johnson Request for Maple Ave Email
3. Ald. Johnson Request for Maple Ave Picture

Online Form Submittal: Alders' Petitions and Communications

From noreply@civicplus.com <noreply@civicplus.com>

Date Tue 2/11/2025 6:52 PM

To Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Joseph Faulds <Joseph.Faulds@greenbaywi.gov>

Alders' Petitions and Communications

Name	Brian Johnson
Committee Name	Traffic, Bicycle, and Pedestrian Commission
Text of Communication	For consideration and possible action on the removal of the "no parking from here to corner" sign near 301-305 S Maple Ave., and to update the no parking zone to default to the standard setback.

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

Elizabeth Nadolski-Spears

From: Tom Schuurmans
Sent: Monday, February 10, 2025 9:00 AM
To: Brian Johnson
Subject: RE: No Parking 301-305 S Maple
Attachments: Screenshot 2025-02-10 085632.jpg

8/18/20 **MAPLE AVENUE**, east side, from a point 100 feet south of School Place to a point 20 feet north of School Place.

I could see reducing distance from 100 feet down to 50 feet if you want, I can put this on TBPC.

Tom Schuurmans

Traffic Engineer

City of Green Bay
Department of Public Works-Traffic
920.448.3056 office
920-609-2037 mobile
Tom.Schuurmans@greenbaywi.gov
greenbaywi.gov

From: Brian Johnson <Brian.Johnson@greenbaywi.gov>
Sent: Saturday, February 1, 2025 11:57 AM
To: Tom Schuurmans <Tom.Schuurmans@greenbaywi.gov>
Subject: No Parking 301-305 S Maple

Hi Tom,

There's a "no parking here to corner" sign near 301-305 S Maple that prevents on-street parking. The resident there told me it was installed because of a pump or some other type of infrastructure that was in the area. He said it's no longer there and inquired if we could remove the sign. He told me he talked with someone at DPW a few years ago but they said the alder had to request to remove it. I looked on Streetview but the sign isn't there so I couldn't grab an image. I'm not in town right now but I have seen the sign. That said, I went into a different browser and found an older image with the trees and equipment still in place. I've copied that below showing the equipment he was likely referencing, and I can confirm that's no longer there (including the trees).

Is this something we can remove? Just an FYI, the location of the sign in the image is not where the sign is located today. It's actually located a few houses in from the corner.

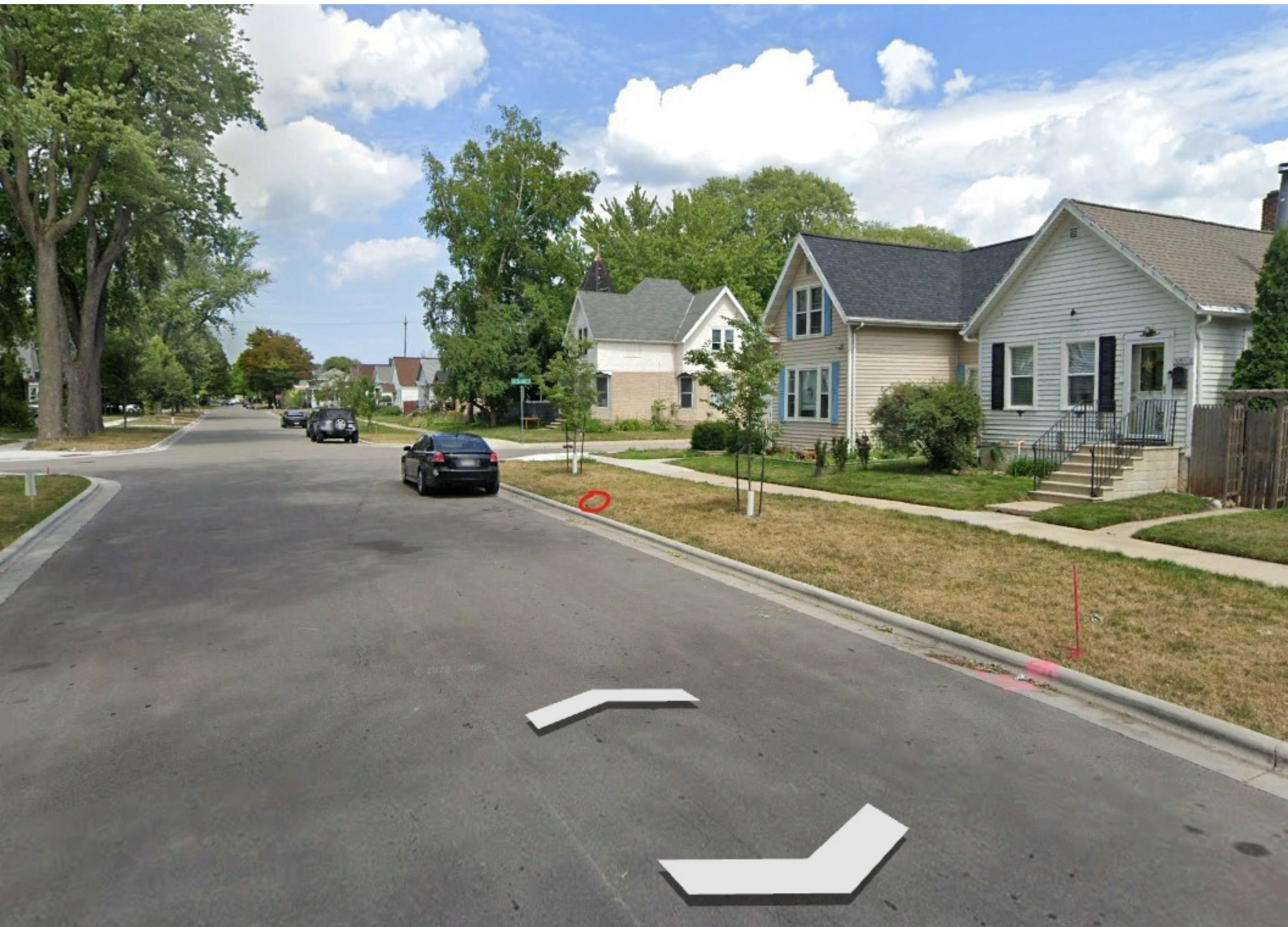


Follow me on Facebook to receive regular updates on city issues. [@BrianJohnsonGB](#)

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





Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # W.3

To refer to staff the request by Ald. Johnson for the creation of a 15-minute loading zone or PUDO lane as recommended by the 2023 Desman parking study in the 100 block of Pine Street between N. Washington Street and the entrance to CityDeck to conduct a study and report the results at the next Traffic, Bicycle, & Pedestrian Commission meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

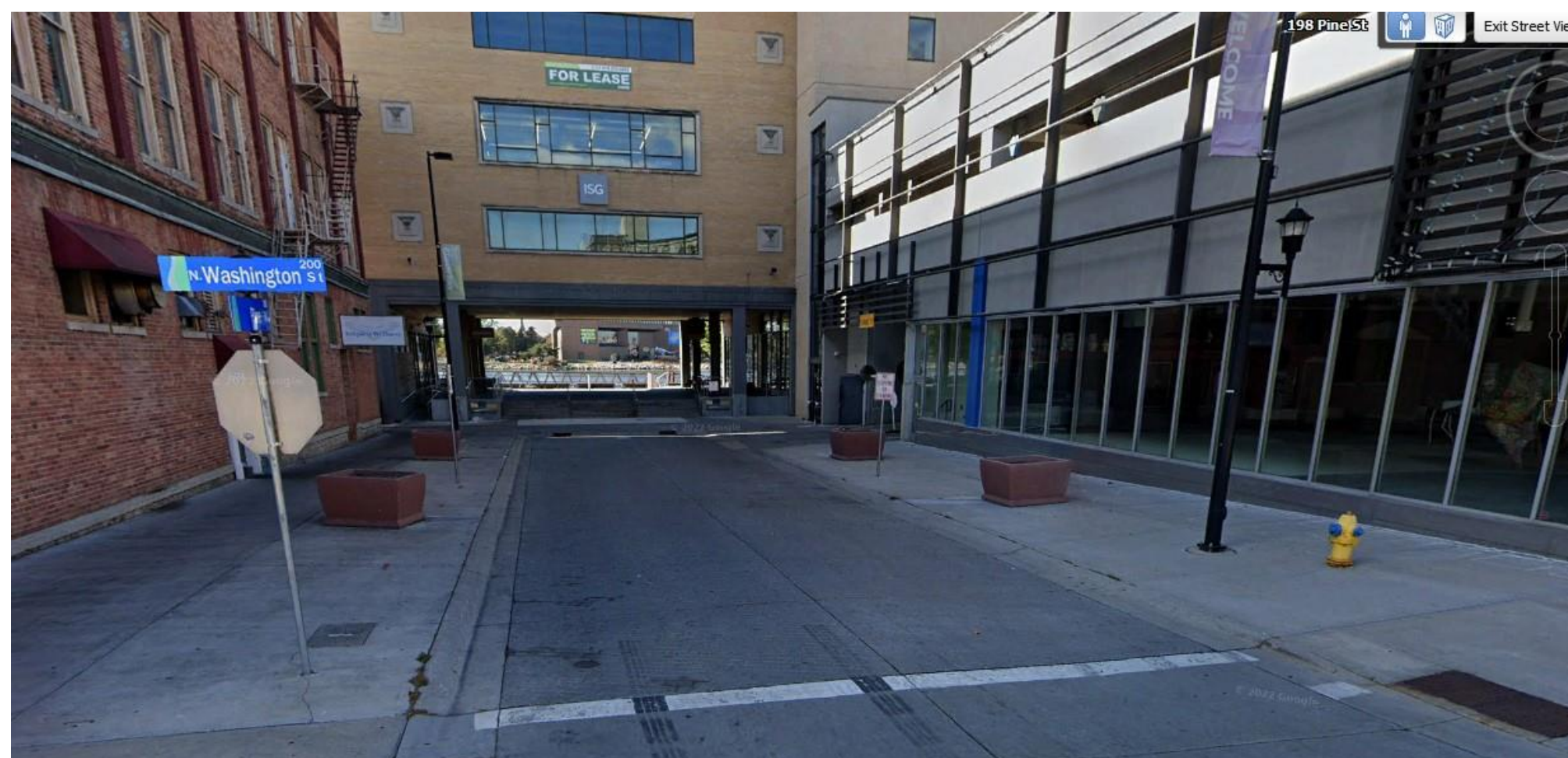
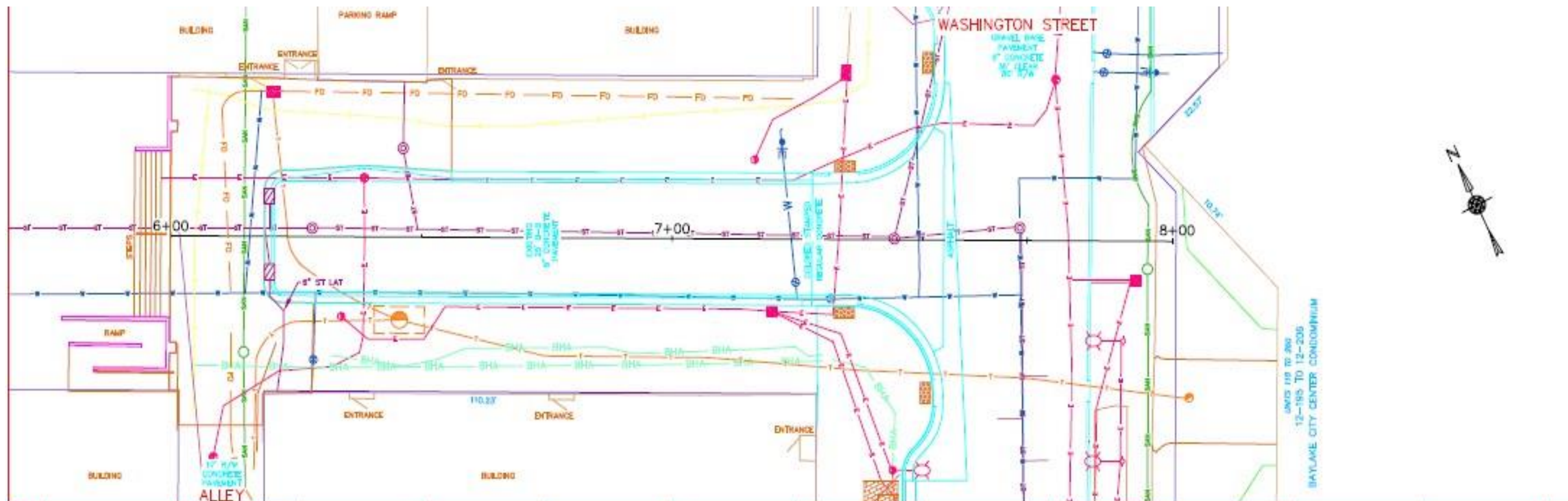
1. Ald. Johnson Request for 15-Minute Loading Zone on Pine St
2. Ald. Johnson Request for 15-Minute Loading Zone on Pine St Map & Picture
3. Desman Parking Study 2023 PUDO

From: noreply@civicplus.com
To: [Celestine Jeffreys](#); [Eric Genrich](#); [Joseph Faulds](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Friday, February 21, 2025 6:47:18 PM

Alders' Petitions and Communications

Name	Brian Johnson
Committee Name	Traffic, Bicycle, and Pedestrian Commission
Text of Communication	For consideration and possible action to create a 15-minute loading zone or PUDO lane as recommended by the 2023 Desman parking study in the 100 block of Pine Street between N Washington Street and the entrance to CityDeck.

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





DOWNTOWN PARKING STUDY

Green Bay, Wisconsin

Prepared by:

DESMAN

Chicago, Illinois
April 2023

- Ted Matkom, Developer
- Michael Garsow, Developer
- Brent Weycker, Developer
- Joash Smits, Developer
- Mike Veras, Developer
- Todd Durllein, Developer

Among major employers, minor employers, developers, and public works, the stakeholders gave varying feedback on the public parking system. The following sections describe common issues brought about during the interviews.

Permit Rates

Overall, major employers were largely satisfied with the supply and fees for parking lease agreements. Major employers get a large discount for leasing permits in bulk, which both incentivizes the leasing of permits and decreases the amount per permit they have to pay. Minor employers do not buy parking permits in bulk, and therefore pay the full price. Several small businesses were not in favor of this, despite the permit prices still being relatively low. Developers mostly had concerns in providing parking for planned and future developments in the area.

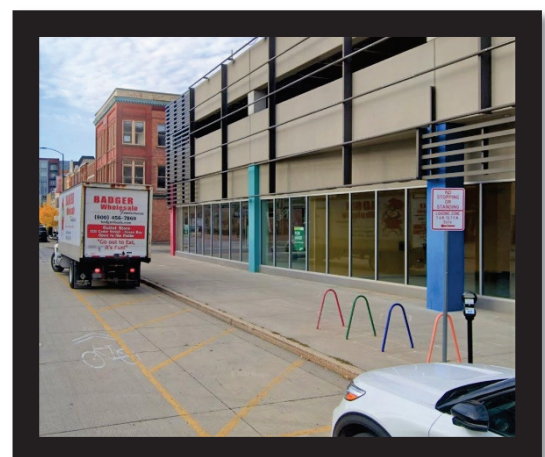
There was some mention of hybrid work and a demand for a discounted permit rate as a result of parking fewer days in the ramps. The reality of hybrid work permits is that it greatly reduces revenue when the peak-demand number of parking stalls still needs to be provided and maintained. It is unfair to the parking division and facilities to have to provide and maintain the peak number of stalls while employees get to pay significantly less.

Technology

Stakeholders were generally in favor of technological upgrades to modernize the parking system as much as possible. A suggestion was made to provide digital receipts for transactions for permits and transient parking. A QR code for the Passport app and for merchant validations would also make the downloads and transactions more seamless and user-friendly.

PUDO Lanes

The PUDO acronym stands for Pick-Up and Drop-Off. PUDO Lanes are an increasingly common topic with the prevalence of ride-share and delivery services such as *Uber* and *Door Dash*. For routine delivery trucks, PUDO lanes can be incredibly useful but creates a variety of issues. Several stakeholders brought PUDO lanes to attention. One business owner complained that delivery trucks often block the façade and front entrance of their restaurant due to the PUDO lane in front of their establishment. Another business owner was in favor of PUDO lanes, adding that the Door



Dash app could get fully utilized if delivery drivers did not have to pay at the meters. Whether stakeholders were in favor or against the implementation of PUDO lanes, the downtown could comfortably accommodate more PUDO lanes in place of on-street meters if an establishment was in favor.

Broadway Parking

In conversation with stakeholders, it was suggested that the study treat Broadway and the rest of the west side as a separate entity in terms of parking. The conditions on Broadway are vastly different than that of the east side, where on-street metered parking is non-existent and the occupancy is high. Businesses on the west side have no shared parking solutions, and there are several existing and future developments demanding parking.



Broadway stakeholders were uniformly in favor of implementing on-street meters. Ramp development sites will also be considered on the west-side, since anticipated development plans to increase vehicle traffic, adding more stress to the existing supply.

The recommendations section aims to unify the parking system by providing recommendations specific to each area. These recommendations aim to create consistency between the east and west sides of downtown.

Public Relations

Communication between the Parking Division and the general public can always be improved. Stakeholders mostly gave feedback in regards to municipal permit prices, payment methods, parking restrictions, and more. There was a suggestion to improve public relations to mitigate confusion in regards to municipal parking.

As mentioned previously, the parking wayfinding and signage is generally sufficient with exception of the River Ramp. The stakeholders brought this to attention and feel passionately that the River Ramp needs to be identified from the street. However, since the ramp is privately owned, signage must be provided by Foxconn.

Other Comments

- “Proximity is a big issue for parkers and in Green Bay, the willingness to walk is relatively small.”
- “We are weary to build *just* a ramp. Ideally, the facility would be of mixed-use.”
- “The signage in the Pine Street Ramp has been neglected.”
- “Scofflaws are taking ADA spaces.”
- “Requiring paid parking on weekends could hurt the hospitality sector. On the other hand, the parking utility should be made profitable.”
- “Automate parking to improve enforcement.”
- “The metered parking by Glas Coffeehouse deters customers.”



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # W.4

To refer to staff the request by Ald. Grant to address the traffic concerns at the intersection of Sussex Road and Scottwood Drive due to high traffic and safety concerns around Red Smith School during drop-off and pick-up times to conduct a traffic study and report the results at the next Traffic, Bicycle, & Pedestrian Commission meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Grant Request for Red Smith School

Online Form Submittal: Alders' Petitions and Communications

From noreply@civicplus.com <noreply@civicplus.com>

Date Tue 3/11/2025 5:40 PM

To Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Joseph Faulds <Joseph.Faulds@greenbaywi.gov>; Lindsey Belongea <Lindsey.Belongea@greenbaywi.gov>

Alders' Petitions and Communications

Name	Jennifer Grant
Committee Name	Traffic, Bicycle, and Pedestrian Commission
Text of Communication	For consideration and possible action to address the traffic concerns at the intersection of Sussex Rd & Scottwood Dr. due to high traffic and safety concerns around Red Smith School drop off and pick up times.

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



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # W.5

To refer to staff the request by Ald. Grant to conduct a traffic study along Sussex Road near Baywatch Drive and Fagerville Way to determine if full-time City paid crossing guards are needed before future developments take place and report the results at the next Traffic, Bicycle, & Pedestrian Commission meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Grant Request for Traffic Study along Sussex Rd

Online Form Submittal: Alders' Petitions and Communications

From noreply@civicplus.com <noreply@civicplus.com>

Date Wed 3/12/2025 2:40 PM

To Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Joseph Faulds <Joseph.Faulds@greenbaywi.gov>; Lindsey Belongea <Lindsey.Belongea@greenbaywi.gov>

Alders' Petitions and Communications

Name	Jennifer Grant
Committee Name	Traffic, Bicycle, and Pedestrian Commission
Text of Communication	With consideration with possible action to conduct a traffic study along Sussex near Baywatch and Fagerville to determine if full time city paid crossing guards are needed before future developments take place.

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

DECARBONIZING WISCONSIN SCHOOLS

A PATH TO SUSTAINABILITY & SAVINGS

Presented By
David Winger

 dmwinger@gmail.com

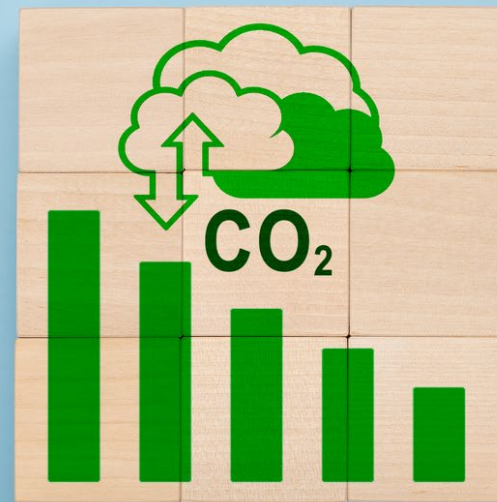
 262-729-5533

WHY SCHOOLS?



Operational Savings

Energy is the second highest cost to districts



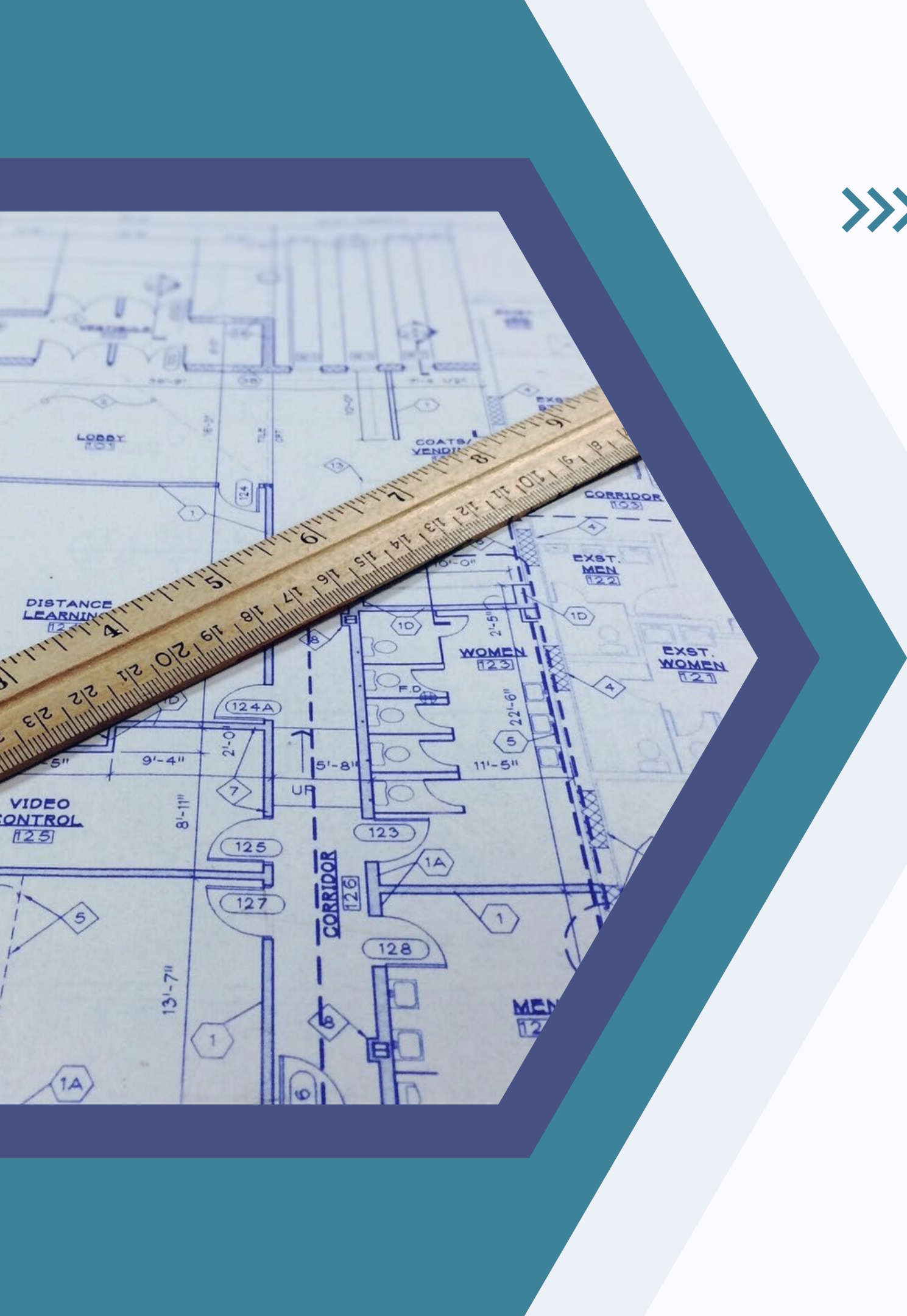
Lowers GHG Emissions

Support state and local sustainability goals



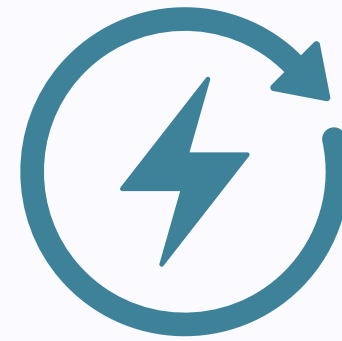
Creates Healthier Spaces

Positive impact on children, staff, and community



THE BLUEPRINT

Decarbonizing WI Schools: The Five Tactics



Energy



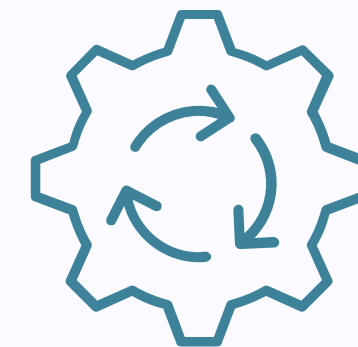
Procurement



Transportation



Land-Use
Management



Waste
Management

IMPACT & BUSINESS CASE

Implementation of decarbonization strategies can lead to a number of benefits such as:

- Health and wellness benefits
- Educational opportunities
- Reallocation of funds
- Aid in creating resilient communities
- Potential to reduce future tax burden



AN EARLY ADOPTER

Loudoun County Public Schools - Virginia

- Sustainability initiatives for over 30 years
- 82,000 students in 100 buildings
- Has a Director of Sustainability
- Educational opportunities
- Reallocation of funds



HAS SAVED \$119 MILLION



An aerial photograph of a modern school building, Forest Edge, featuring a large array of solar panels on its flat roof. The building has a mix of grey, white, and orange vertical panels. In the foreground, there is a paved courtyard with a red brick pattern, a flagpole with the American flag, and several small trees in planters. A winding road with a crosswalk is visible on the right. The background shows a dense forest of green trees under a clear blue sky.

FOREST EDGE

WISCONSIN'S FIRST ~~NE~~ZERO SCHOOL

Projected to save ~\$100,000 annually in energy costs
Resilience strategically planned



MAPLEWOOD

WISCONSIN'S SECOND
NET-ZERO SCHOOL

Projected to save
~\$190,000
annually
in energy costs

Resilience strategically planned

KEY TAKEAWAYS



Cost Effective

Net-zero schools can cost less to build and run than traditional schools. Incentives boost savings.



Value Add

This holistic approach to decarbonization allows space for improved operations while increasing the value the school has on its community.

Staff & Champions

School staff are busy. Dedicated sustainability roles are key. Empower champions in each building.

THANK YOU FOR YOUR ATTENTION

Looking to help your local school district or businesses decarbonize? Let's talk!

Contact Me

 262-729-5533

 dmwinger@gmail.com





Report to the Sustainability Commission of the City of Green Bay

MEETING DATE

April 15, 2025

AGENDA ITEM # X.2

To approve the recommendation of accepting the Sustainable Events Guidance as a voluntary, best-practices resource for city-sponsored events.

BACKGROUND

This item was first introduced to the Sustainability Commission on October 16, 2024, for input on draft recommendations. The intent of this guidance is to support the City of Green Bay in hosting sustainable city-sponsored events by minimizing environmental impact, supporting the local economy, and fostering eco-friendly community practices. The guidance covers key areas such as waste management, energy use, transportation, responsible purchasing, vendor engagement, and sustainability monitoring.

Following its initial introduction, the guidance was written by the Sustainability Commission with input from city staff and then routed to staff leadership for additional feedback. The attached document serves as a guidance-only resource; it does not create mandates for City departments but instead provides best practices to make City-hosted events more sustainable.

RECOMMENDATION

To recommend acceptance of the Sustainable Events Guidance as a best-practices resource for city-sponsored events. This guidance provides voluntary recommendations to minimize environmental impact, promote responsible material use, and advance sustainability goals for public events in Green Bay.

FISCAL IMPACT

ATTACHMENTS

- I. Sustainable Events Guidance 03 19 2025

Sustainable Events Guidance Green Bay Sustainability Commission

These recommendations offer guidance to the City of Green Bay to host sustainable events that minimize environmental impact, support the local economy, and inspire the community to embrace eco-friendly practices. From waste management and energy use to transportation, purchasing, and vendor engagement, these strategies aim to set a new standard for green events in the region. By incorporating measurable goals, clear action steps, and community collaboration, the City ensures that each event not only delivers memorable experiences but also contributes to a healthier, more sustainable future for all.

Waste Management

Goal: Maximize diversion of waste from landfills through recycling, composting, and waste reduction strategies.

- **Recycling:** Aluminum cans, cardboard, paper, plastic bottles and containers.
 - Set up clearly labeled, color-coded bins for recycling at all event points.
 - Offer collection bins that are designed to accommodate the type of recyclable material being collected (e.g., paper vs. non-paper, receptacles with can/bottle-shaped entry points).
 - Use transparent bin liners for easy monitoring and to reduce contamination.
 - Routine emptying of containers to ensure adequate space for collection throughout the event.
- **Composting:** Food scraps, or other biodegradable items.
 - Contract with one or more local composting services to support specific events.
 - Contact compost facilities to confirm they can handle post-event volumes and accept expected waste streams.
- **Waste Reduction:** Reduce the amount of waste generated per event.
 - Collaborate with food donation organizations to redistribute unused food.
 - Partner with vendors offering deposit systems to reduce the use of disposal materials (e.g., customers pay a refundable deposit for reusable cups at events).
 - Provide refillable water stations to reduce single-use plastic waste.
 - Select materials that can be reused for future city events to reduce one-time waste.
 - Provide waste management education:
 - Provide on-site volunteers to assist attendees in correctly sorting their waste. Include signage at all waste stations explaining what can be recycled or composted and/or post QR codes for waste sorting instructions
 - Create a social media campaign to educate attendees about sustainability efforts and how they can participate.
 - Engage local schools and community groups in providing recycling education and volunteer support at events.
 - Set measurable and realistic goals to divert waste from landfills during events.
 - Work with vendors and contractors to align their practices with the City's waste reduction goals.

- Conduct a waste audit during and after the event to measure success and identify areas for improvement.
- For large events, consider artistic collection bins or collection toward a work of sculpture/art which can be donated to the community following the event
- Prepare an event-specific written plan that addresses how and when containers will be emptied, how and when event waste will be collected and removed, and who will be responsible for these activities.

Energy

Goal: Harness renewable and energy-efficient solutions to minimize the environmental impact of event operations while showcasing leadership in clean energy practices.

- Use renewable energy sources, such as modular solar, for powering temporary features such as stages, lighting, and other equipment.
- Partner with local utilities to provide green power and educational resources for the events.
- Incorporate energy-efficient (i.e. LED) lighting and equipment where possible.
- Provide signage and/or QR code links to City of Green Bay's Clean Energy Hub

Transportation & Accessibility

Goal: Facilitate and incentivize sustainable, low-carbon transportation options to reduce the transportation footprint and ensure accessibility for all attendees.

- Promote sustainable transportation options for attendees, such as biking, walking, carpooling, or public transit.
- Provide bike racks or secure storage areas at event sites to encourage cycling.
- Offer incentives or discounts for attendees who use public transportation.

Purchasing and Vendor Guidelines

Goal: Prioritize sustainable products and practices while supporting local and eco-conscious vendors.

- **Sourcing Priorities**
 - Reusable: Encourage reusable tableware, drinkware, and service items.
 - Recyclable: Preference for materials with high local recycling rates, such as aluminum and uncoated paper products.
 - Compostable: For single-use items, consider those that are compostable and free of harmful additives (e.g., PFAS-free).
 - Eco-friendly promotional items: Focus on practical and eco-friendly giveaways like seed packets, reusable straws and utensils, and reusable cups and glasses.
 - Energy-efficient technology: Use LED lighting, energy-efficient appliances, and low-carbon generators.
 - Preference for local and regional suppliers to minimize transportation emissions.
 - Preference for vendors certified to a sustainable business standard
- **Sustainability Clauses in Contracts**
 - Encourage vendors to act to reduce environmental impacts.

- Provide guidelines for vendors specifically regarding how to minimize environmental impacts.
- Encourage use of eco-friendly packaging for all goods and services.
- Include in RFP/bidding process a request for vendors to include a list of sustainable initiatives in their proposals/bids
- Prohibit the use of materials with known negative environmental impacts (e.g., Styrofoam)
- Provide preference to vendors who align with City of Green Bay's sustainability priorities.

Monitoring & Reporting

Goal: Establish systems to measure, evaluate, and communicate the environmental impact of events, driving continuous improvement for future events.

- Track waste diversion rates (recycling, composting, reclamation) and compare performance to TRUE Zero Waste standard as benchmark.
- Encourage /request vendors to submit sustainability metrics (e.g., energy use, waste generated, avoided greenhouse emissions). Include the request in the bidding document, with special provisions to encourage and/or showcase vendors' actions.
- Share post-event sustainability impact reports with stakeholders to maintain transparency and build momentum for future improvements.
- Capture costs related to implementation of sustainable activities and compared to the cost of less sustainable alternatives



Report to the Sustainability Commission of the City of Green Bay

MEETING DATE

April 15, 2025

AGENDA ITEM # X.3

To refer to staff to evaluate the feasibility of developing a food waste composting pilot program with input from the Sustainability Commission.

BACKGROUND

The Sustainability Commission has identified organic waste diversion as a key priority in its annual work plan. Diverting food waste from landfills reduces greenhouse gas emissions, extends landfill lifespan, and supports soil health through nutrient-rich compost. Establishing a food waste composting pilot program aligns with these objectives and can serve as a foundation for a broader citywide initiative.

Recently, the Commission received a communication from Alder Johnson requesting a recommendation to the Common Council on how to develop a pilot composting program that could be expanded if successful. The request outlines key considerations for the Commission's discussion, including:

- Funding: Identifying potential sources such as city budget allocations, grants, public-private partnerships, or user fees.
- Geography: Determining feasible locations.
- Residential vs. Commercial Participation: Assessing whether the pilot should focus on households, businesses, or a combination of both.
- Partnerships: Exploring collaborations with local organizations, waste haulers, composting facilities, and community groups.
- Operational Resources: Evaluating necessary infrastructure, staffing, and public education efforts to ensure successful implementation.
- Performance Metrics: Establishing key performance indicators (KPIs) to measure success, such as participation rates, diversion tonnage, contamination levels, and cost-effectiveness.

RECOMMENDATION

To refer to staff to evaluate the feasibility of developing a food waste composting pilot program with input from the Sustainability Commission.

FISCAL IMPACT

ATTACHMENTS

- I. 2025-02-14 Dist 9 to Sustain

From: noreply@civicplus.com
To: [Celestine Jeffreys](#); [Eric Genrich](#); [Joseph Faulds](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Friday, February 14, 2025 2:43:20 PM

Alders' Petitions and Communications

Name	Brian Johnson
Committee Name	Sustainability Commission
Text of Communication	For consideration and possible action to provide common council a recommendation on how to establish a pilot composting program that could be expanded, if successful, to serve residents citywide. The commission should consider variables such as funding, geography, residential vs. commercial, partnerships, and other required resources to manage such a program. Additional analysis related to key performance indicators (KPIs) and tools to measure the program's efficacy are also welcome.

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



Report to the Sustainability Commission of the City of Green Bay

MEETING DATE

April 15, 2025

AGENDA ITEM # X.4

To receive and place on file the Healthy Habitat for All work group report.

BACKGROUND

The discontinuation of No Mow May, at the request of city staff and recommendation of the sustainability commission and common council, has been met with significant public interest. Several local media stories have covered the topic, and there have been lengthy discussions on social media as well. Comments have been divided on feelings towards No Mow May, but there has been significant interest in replacing the program with a new pollinator-friendly program sponsored by the city and with signs that people can post on their property. The HHA work group has discussed multiple ideas and will continue to discuss, with the goal of having something new in place for the 2026 growing season.

RECOMMENDATION

The HHA work group will continue to discuss ideas and work with staff with the goal of having something new in place for the 2026 growing season.

FISCAL IMPACT

Cost of yard signs and staff time.

ATTACHMENTS

None



Report to the
Sustainability Commission
of the City of Green Bay

MEETING DATE

April 15, 2025

AGENDA ITEM # X.5

To receive and place on file the Youth Engagement work group report.

BACKGROUND

The Youth Engagement Work Group had its inaugural meeting with youth advisors on Thursday, March 13th at Red Smith school, with a virtual option for those who could not attend in-person. Discussion included how to ensure access for Green Bay students who want to participate in the group and defining goals of the group.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Detail Summary of Projects Issued

3/1/2025 to 3/31/2025

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
119714	1213 VANDERBRAAK ST..20-400 [1-101 - Residential - New - Single Family House]	ORTEGAS PROPERTIES LLC		\$1,032.00	\$185,000.00	Pending
119715	1267 WEISE ST..20-413-7 [1-101 - Residential - New - Single Family House]	ORTEGAS PROPERTIES LLC		\$922.00	\$175,000.00	Pending
119717	1211 BAY MIST DR..21-8411 [1-101 - Residential - New - Single Family House] DIS-032509910	LARGO RIDGE DEVELOPMENT LLC		\$1,275.00	\$350,000.00	Pending
119720	3588 BLACK SHEEP WAY..21-8373 [1-101 - Residential - New - Single Family House]	BAY SETTLEMENT INVESTMENTS LLC		\$1,299.00	\$375,000.00	Pending
119784	3060 GILBERT DR..21-8394 [1-101 - Residential - New - Single Family House]	STEVEN D & DEBRA A ARENDT		\$1,146.00	\$387,078.00	Pending
119856	3091 GILBERT DR..21-8405 [1-101 - Residential - New - Single Family House] ADDRESS NEEDS TO BE CHANGED TO 3091 GILBERT DR	JONGMA HOMES LLC		\$1,277.00	\$350,000.00	Pending
119858	3069 GILBERT DR..21-8398 [1-101 - Residential - New - Single Family House] ADDRESS NEEDS TO BE CHANGED TO 3069 GILBERT DR	JONGMA HOMES LLC		\$1,287.00	\$350,000.00	Pending
119114	1264 RIDGEDALE CT..1-2012 [2-434 - Residential - Alteration - 1 -2 Family House] ABOVE GROUND POOL	MICHELLE L GILBREATH		\$125.00	\$10,000.00	Pending
119115	2411 VAN BEEK RD..21-128-6 [2-434 - Residential - Alteration - 1 -2 Family House]	JAMES G & MARLENE L PATACIL		\$125.00	\$106,179.52	Pending
119660	900 THRUSH ST..18-1265 [2-434 - Residential - Alteration - 1 -2 Family House] UPDATE HOUSE WITH PAINT, WINDOWS, EXT DOORS, LIGHTS, FIX SINK IN BASEMENT, FLOORING	WS PROPERTY INVESTMENTS LLC		\$150.00	\$5,000.00	Pending
Permit only. No approved plan						
119674	826 ERIE RD..21-7016 [2-434 - Residential - Alteration - 1 -2 Family House]	ADAM R DEGRAVE, ETAL		\$255.00	\$175,000.00	Pending
119687	1000 S JACKSON ST..16-174 [2-434 - Residential - Alteration - 1 -2 Family House]	MARCELA C & PAMELA K DAVISON		\$100.00	\$18,000.00	Pending
119766	1113 ROCKDALE ST..1-2418 [2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT FINISH - Adding walls and electrical to basement	KAREN MATTOS		\$230.00	\$6,500.00	Closed
119775	2566 DUNBAR LN..6H-2423 [2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR RENOVATIONS	CASEY J AMBROSIUS		\$333.08	\$149,000.00	Pending
119791	1145 S ONEIDA ST..1-1891	ORCHID PROPERTY MANAGEMENT LLC		\$410.00	\$30,000.00	Pending

[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR REMODELING CASE# 138351 - Double fee for unpermitted work Lock box - 1212					
119797	418 COLUMBIA AV..5-301	MACKENZIE J SHIMEK	\$410.00	\$10,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ADD BASEMENT BEDROOM AND BATHROOM **Double Fee for unpermitted work**					
119798	448 BRETCOE DR..21-1144	CRAIG R & LORI S WEUVE	\$150.00	\$30,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
119828	1615 DECKNER AV..21-1967	LAURA J FELDHAUSER	\$100.00	\$23,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
119831	3015 SONORAN CT..6H-1201-2	MICHAEL J LIEDEKA, ETAL	\$75.00	\$11,250.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
119832	1502 FRANK ST..1-2521	LINDA M TOONEN	\$225.00	\$14,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] RELOCATE LAUNDRY TO MAIN FLOOR. CONVERT TUB TO WALK IN SHOWER					
119860	2635 EAST SHORE DR..21-1110-12	JAMES D & JACOB P DEPAS	\$150.00	\$15,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
119880	1211 IRENE ST..21-1111-P-40	JOSE ANTONIO MARTINEZ BEJAR, ETAL	\$100.00	\$850.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
119684	1621 JANICE AV..6-1750	ROBERT PETERS CONSTRUCTION INC	\$1,176.35	\$240,000.00	Pending
[3-102 - Residential - New - Single Family House w/ Zero Lotline (each unit is separate from adjoining unit with wall extending from ground to roof, no units above or below, separate HVAC systems and utility meters)]					
119685	1613 JANICE AV..6-1751	ROBERT PETERS CONSTRUCTION INC	\$1,121.72	\$240,000.00	Pending
[3-102 - Residential - New - Single Family House w/ Zero Lotline (each unit is separate from adjoining unit with wall extending from ground to roof, no units above or below, separate HVAC systems and utility meters)]					
119765	1639 CROOKS ST..21-1515	WAYNE P & CHRISTINA M RENTMEESTER	\$50.00	\$20,000.00	Pending
[4-438 - Residential - Addition - Garage, Carport]					
119149	865 CHRISTIANA ST..3-938	MB HOMES LLC	\$100.00	\$1,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] FRONT PORCH CASE# 136873					
119450	433 E FOX RUN CIR..21-5077	JEFFREY M & VICTORIA A SIELAFF	\$50.00	\$38,268.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
119540	894 KELLOGG ST..5-1396	BAER DEVELOPMENT LLC	\$75.00	\$500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] CASE# 100800					
119554	1207 S BROADWAY..1-814	CARDINAL MANAGEMENT LLC	\$200.00	\$4,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
119595	550 FAIR WINDS LN..21-7155	PATRICK B & NANCY L HARVEY	\$50.00	\$49,110.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
119630	1220 LAWE ST..17-345	PATRICK W SPIELBAUER	\$100.00	\$2,875.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] CASE# 136607					
119778	941-943 DIVISION ST..5-449	JAMES CRAMER	\$50.00	\$2,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] **Permit replaces expired permit#112704**					
119783	734 ELMORE ST..5-1080	REYMONTE PROPERTIES LLC	\$75.00	\$0.00	Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] FRONT PORCH

119804	1241 DELRAY DR..6H-1835	RICHARD LARSON	\$50.00	\$6,100.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] 10 X 12 TUFF SHED

119808	715 IRVINGTON ST..6-424	ERIC SCHMOLL	\$100.00	\$1,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] REAR PORCH

119857	450 ERIE RD..21-40-1	SHIRLEY A HUGHES	\$50.00	\$134,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)]

119875	1864 HAROLD ST..21-2167-4	NICOLE M & BENJAMIN N ROESSLER	\$50.00	\$1,500.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] patio

119672	120 STONEBRIDGE CT..6H-3813	JENNIFER & CHRISTOPHER A GIZZI	\$175.00	\$10,000.00	Pending
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[9-649 - Demolition - Interior (Residential)] INTERIOR REMODELING

119770	1268 HARVEY ST..8-210	JASON & MARIA TREPTOW	\$80.00	\$14,000.00	Pending
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[9-649 - Demolition - Interior (Residential)] CASE# 132317

117505	2756 OAKWOOD DR..6H-1430-K-14	SCOTT DREWISKI	\$100.00	\$24,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] REMOVE EXISTING DRIVEWAY & POUR NEW DRIVEWAY

Driveway poured prior to permitting and out of compliance

Variance denied for driveway expansion

117930	3314 IRIS CT..21-44-2-1	TIM & SARA ROZOFF	\$50.00	\$3,500.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

119453	1439 10th AV..1-1439-C	RICHARD J & CARLA J HOFFMANN	\$150.00	\$17,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

119657	120 ALLARD AV..3-32	JAYNE L RISING	\$100.00	\$40,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

119678	1211 IRENE ST..21-1111-P-40	JOSE ANTONIO MARTINEZ BEJAR, ETAL	\$50.00	\$19,140.00	Closed
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[11-1 - Foundation Repair (Residential)]

119680	2885 SUSSEX RD..22-2089	GERARD L & JODY L HAMILTON	\$50.00	\$16,000.00	Pending
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[11-1 - Fence (Residential)] 250 lineal ft of 6' tall white vinyl around back yard.

119702	893 LANGLADE AV..1-1745	MEREDITH JENSEN	\$50.00	\$7,029.00	Closed
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[11-1 - Foundation Repair (Residential)] FOUADATION STABILIZATION AND WATER CONTROL

119706	523 GOODELL ST..17-945	LAURIE S HERMANS	\$50.00	\$7,200.00	Pending
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[11-1 - Fence (Residential)] Installing 138 linear feet of 4' tall black aluminum fencing in rear yard

119710	2618 HAZELWOOD LN..6H-1236-1	MCVESTMENTS LLC ETAL	\$50.00	\$6,000.00	Pending
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[11-1 - Z - Misc Project Not Listed (Resiential)] DEMO ONLY

119763	929 CLAYTON PL..21-2980	ANGELA L NUTT, ETAL	\$100.00	\$60,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

119788	812 DAY ST..7-25	JAMES A & CRAIG C JANQUART	\$100.00	\$30,000.00	Closed
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[11-1 - Foundation Repair (Residential)]

119794	1280 CHICAGO ST..14-1235	JASON SMITH	\$50.00	\$47,300.00	Pending
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[11-1 - Foundation Repair (Residential)]

119796	1410 TRAEGER ST..6-2198	KARL HENSELIN	\$125.00	\$25,500.00	Pending
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[11-1 - Swimming Pool (Residential)] HOT TUB AND BACKYARD PATIO

119814	3221 AVALANCHE LN..21-7525	THOMAS J & DAWN R ROBERTS	\$50.00	\$5,000.00	Pending
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[11-1 - Fence (Residential)] Install of chain link fence

119819	906 CLINTON ST..2-513	COVER RENTALS LLC	\$50.00	\$200.00	Closed
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[11-1 - Foundation Repair (Residential)] REMOVE WINDOW.
CASE# 138153

119821	1409 GRIGNON ST..17-655	JOSE ALBERTO VAZQUEZ	\$50.00	\$5,000.00	Pending
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[11-1 - Fence (Residential)]

119826	2208 MARYLAND AV..21-2883	MARK J DESTREE, ETAL	\$50.00	\$10,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

119830	1134 ST. AGNES DR..6-1418	KAILYN E LUCAS	\$50.00	\$250.00	Closed
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[11-1 - Fence (Residential)] Building a new fence to close Back yard

119834	823 S BAIRD ST..17-754	JODI A BELONGEA	\$50.00	\$14,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] Replace existing asphalt driveway (4in) and apron (6in) with concrete. Expansion requested only at Garage area to eliminate grass strip and divert watershed from inside garage. I've uploaded several Google Earth screenshots, but maybe this only allows 1 document upload.

119877	2450 VAN BEEK RD..21-3524	LUIS FELIPE & LAURA GOMEZ MARTINEZ	\$50.00	\$4,415.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

119878	1415 ELM ST..8-153	ANIBAL RIVERA VALDOVINOS, ETAL	\$100.00	\$42,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] *Coming into office to pay for permit*

119882	1322 DOUSMAN ST..5-659-B-1	LISA ANN & RAYMOND S PIECHOTA	\$100.00	\$12,500.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

119881	1680 WESTERN AV..6-132-B	WESTERN ADOBE APARTMENTS LLC	\$70.00	\$1,500.00	Pending
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[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] REMOVE/REPLACE DRYWALL IN BATHROOM(S)

PLACARD DONE

118951	601 N MILITARY AV..6-73	DIVI LLC	\$1,045.00	\$115,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

119415	1234 STATE ST..1-824	TRISKE J R INC	\$2,419.26	\$160,000.00	Pending
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[31-327 - Commercial - New - Stores, Customer Services (restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)] No EC Required BMP uses.

119473	1620 W MASON ST..6-149-4	SILVER MOON PROPERTIES LLC	\$380.00	\$8,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

119603	701 CHERRY ST..10-61	GREEN BAY AREA PUBLIC SCHOOL DISTRICT DANZ	\$2,745.00	\$800,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

119635	131 N BROADWAY ..4-201-1	WIDMER PROPERTIES LLC	\$479.25	\$25,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

119663	2340 E MASON ST..21-126-14	MCDONALDS CORP	\$1,153.00	\$100,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

119839	424 S MONROE AV..13-165	NEW COMMUNITY CLINIC LTD	\$616.36	\$63,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

119913	1860 SHAWANO AV..6-263-1	ST VINCENT HOSPITAL OF THE HOSPITAL SISTERS ...	\$70.00	\$12,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

117874	101 BAY BEACH RD..20-689-C	MCDONALD LUMBER CO INC	\$1,371.25	\$391,000.00	Pending
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[34-1 - Parking Lot - New & Reconstruction (Commerical)] EC Approved 9/5/24
\$5000 SWB

118795	1016 TONY CANADEO RUN ..1-1841-C	F F LLC	\$3,334.50	\$300,000.00	Pending
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[34-1 - Change of Use (Commercial)]

119456	201 N WASHINGTON ST..12-23	GOELZ JEFFREY J LIVING TRUST	\$140.00	\$50,000.00	Pending
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[34-1 - Siding (Commercial)]

119570	1004 BRETT FAVRE PASS..1-1841-C-2	LEGACY GREEN BAY LLC	\$70.00	\$40,000.00	Pending
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[34-1 - Z - Misc Project Not Listed (Commercial)]

119609	130 E WALNUT ST..12-38-2	BELLIN BUILDING LLC	\$70.00	\$50,000.00	Pending
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[34-649 - Demolition - Interior (Commercial)]

119661	1100 RADISSON ST..20-452-2	JIMMY BYRNE GB LLC	\$210.00	\$20,000.00	Closed
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[34-1 - Z - Misc Project Not Listed (Commercial)] BALANCE REPORT REQUIRED UPON COMPLETION

119712	139 N BROADWAY..4-254	KOBECASH LLC	\$70.00	\$56,000.00	Pending
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[34-1 - Window, Door - Replacement (Commercial)]

119736	130 E WALNUT ST..12-38-2	BELLIN BUILDING LLC	\$260.00	\$12,000.00	Pending
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[34-1 - Z - Misc Project Not Listed (Commercial)]

119748	220 N WEBSTER AV..9-111	KEVIN E SANTIAGO	\$290.00	\$3,000.00	Pending
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[34-1 - Z - Misc Project Not Listed (Commercial)]

119755	2925 VOYAGER DR..21-147-3	MACKINAW PROPERTIES LLC	\$70.00	\$44,351.00	Closed
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[34-1 - Roofing (Commercial)]

119827	831 RADISSON ST..20-678	GREEN BAY PACKAGING INC	\$70.00	\$241,973.00	Pending
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[34-1 - Roofing (Commercial)]

119829	1052 WINTER LN..21-420-31	RUESCH PROPERTIES LLC	\$70.00	\$7,000.00	Pending
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[34-1 - Roofing (Commercial)]

119484	1082 ROCKDALE ST..1-1396-B-3	BOUCHE CLIFFORD W & MYRTLE REVOCABLE TRUST	\$50.00	\$3,000.00	Closed
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[40-53 - Electrical Service - Change (Residential)]

119606	2915 DURHAM RD..22-1789	SCHUMER RAYMOND M & CATHERINE E REVOCABLE TRUST	\$100.00	\$13,900.00	Pending
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

119650	1103 S ROOSEVELT ST..17-243-A	SCHAEFER LLOYD G REVOCABLE TRUST	\$50.00	\$2,500.00	Pending
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

119659	380 STONE GARDEN WAY..21-8565	MARK A & THERESE R RUFLEDT	\$70.00	\$2,500.00	Pending
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[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

119669	1705 KING ARTHUR DR..6H-1914	JOHN J & BARBARA J ARMBRUSTER	\$50.00	\$1,200.00	Closed
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[40-53 - Electrical Service - Change (Residential)]

119699	2030 E MASON ST , SUITE D..21-1361	IPANEMA GREEN BAY LLC	\$70.00	\$1,100.00	Closed
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] CASE# 137706					
119719	118 S VAN BUREN ST..14-314	JOEY J DEKEYSER	\$50.00	\$1,800.00	Pending
[40-53 - Electrical Service - Change (Residential)] SERVICE UPGRADE - 60A TO 100A PER SIDE					
119730	LIME KILN RD..23-243-1	REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY	\$0.00	\$225,000.00	Pending
[40-59 - New Electrical System (Commercial)]					
119731	LIME KILN RD..23-243-1	REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY	\$0.00	\$225,000.00	Pending
[40-59 - New Electrical System (Commercial)]					
119735	LIME KILN RD..23-243-1	REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY	\$0.00	\$225,000.00	Pending
[40-59 - New Electrical System (Commercial)]					
119738	205 N FISK ST..6-101	GREEN BAY AREA PUBLIC SCHOOL DISTRICT CHAPPELL	\$70.00	\$5,200.00	Closed
[40-50 - Electrical Service - Temporary (Commercial)]					
119739	1754 9th ST..6-274-1	GREEN BAY AREA PUBLIC SCHOOL DISTRICT KENNEDY	\$70.00	\$3,000.00	Pending
[40-50 - Electrical Service - Temporary (Commercial)]					
119750	844 IRVINGTON ST..6-418	POINT PROPERTIES USA LLC	\$50.00	\$1,500.00	Closed
[40-53 - Electrical Service - Change (Residential)]					
119768	928 ALPINE DR..21-118-5	EDWARD J HOLSCHUH	\$50.00	\$2,000.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
119773	213 S MAPLE AV..3-387	WI HOME BUYERS INC	\$50.00	\$3,200.00	Closed
[40-55 - Electrical Service - Repair (Residential)]					
119805	1140 REED ST..5-693	MARISOL C EVANS	\$50.00	\$2,900.00	Closed
[40-53 - Electrical Service - Change (Residential)]					
119835	1014 E WALNUT ST..14-293	AUTUMN PROPERTY RENTALS LLC	\$50.00	\$500.00	Closed
[40-55 - Electrical Service - Repair (Residential)]					
119836	529 PROULX ST..21-2122	JORGE H & GABRIELA MORA- SANCHEZ	\$50.00	\$1,800.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
119852	1712 14th AV..1-1325-C	JAY A HUGUET	\$50.00	\$1.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
119853	712 N FISK ST..6-2167	HENRY J & MICHELLE J MONFORT	\$50.00	\$1.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
119889	817 NICOLET AV..2-716	NATHAN ERICKSON	\$50.00	\$2,000.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
119898	2618 HAZELWOOD LN..6H-1236-1	& BRUCE JOHN MCVESTMENTS LLC	\$50.00	\$2,000.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
119899	107 S ONEIDA ST..3-253	GEORGE PAPPAS	\$50.00	\$1,000.00	Pending

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

119912	147 BERWYN AV..21-2695	KATHY M HENDRICKSON	\$50.00	\$3,000.00	Closed
[40-55 - Electrical Service - Repair (Residential)] WIND DAMAGE REPLACE PANEL					
119662	1443 KURTZ AV..17-1084	DEEVIUS X STORM, ETAL	\$50.00	\$7,500.00	Closed
[50-45 - Heating Unit Only (Residential)]					
119667	1120 S CLAY ST..17-15	KAREN M SIMCIK	\$50.00	\$7,647.00	Pending
[50-45 - Heating Unit Only (Residential)]					
119668	1710 CANARY LN..6H-1430-K-23	KIDD JAMES & GERALDINE REVOCABLE LIVING TRUST	\$50.00	\$7,600.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
119670	415 SKYLINE BLVD..21-1134-1	FATIMA DIAZ GRACIDA	\$50.00	\$5,800.00	Pending
[50-45 - Heating Unit Only (Residential)]					
119671	1241 REED ST..3-1195	DIANE M & ROGER M THARIO	\$50.00	\$5,700.00	Pending
[50-45 - Heating Unit Only (Residential)]					
119675	615 PEACH TREE LN..6-1829	MICHAEL B & SUSAN M HEYNEN	\$50.00	\$7,000.00	Closed
[50-45 - Heating Unit Only (Residential)]					
119681	2475 MORGAN LN..21-3269	JENNIFER J KRAUSE	\$50.00	\$10,398.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					
119682	1147 PORLIER ST..17-117	STEVEN M & LAURETTA R LAMBERT	\$50.00	\$8,267.00	Closed
[50-45 - Heating Unit Only (Residential)]					
119683	1677 FIESTA LN..21-1110-M-56	FRANKLIN J & SUSAN GLIME	\$50.00	\$12,368.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
119697	1193 REED ST..3-1052	LAURA J INDA	\$50.00	\$6,000.00	Pending
[50-45 - Heating Unit Only (Residential)]					
119698	1270 HANNAH ST..3-1316	EMILY E & JONATHON J RAUSCH	\$50.00	\$7,027.00	Closed
[50-45 - Heating Unit Only (Residential)]					
119705	1621 BOLAND RD..6-1387	TONI A STREHLOW	\$50.00	\$4,950.00	Closed
[50-45 - Heating Unit Only (Residential)]					
119707	1507 N BAY HIGHLANDS DR..21-5493-8	TANYA & ROBERT TUSZYNSKI	\$50.00	\$15,997.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
119716	2621-2669 TROJAN DR..6H-1115-C	BIRCHWOOD APTS LLC	\$70.00	\$7,875.00	Closed
[50-44 - Heating Unit Only (Commercial)]					
119724	1181 REBER ST..20-59	MICHAEL J DEXTER	\$50.00	\$6,992.00	Closed
[50-45 - Heating Unit Only (Residential)]					
119725	2830 CURRY CT, UNIT 1..21-7947	DYNAMIS HOLDINGS LLC	\$140.00	\$13,692.00	Closed
[50-42 - Heating and Air Conditioning Units (Commercial)]					
119726	3074 GOTHIC CT..6H-4074	ANDREW J & MELISSA J PAASCH	\$50.00	\$15,647.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					

119727	2065 UNIVERSITY AV..21-2202-2-1 [50-45 - Heating Unit Only (Residential)]	2065 UNIVERSITY AVENUE PROPERTY LLC	\$50.00	\$4,900.00	Pending
119732	1366 ROCKDALE ST..6-841 [50-43 - Heating and Air Conditioning Units (Residential)]	JULEE RAE BIESZK	\$50.00	\$11,675.00	Pending
119740	1438 ADMIRAL CT..6-143 [50-44 - Heating Unit Only (Commercial)]	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,275.00	Pending
119741	1438 ADMIRAL CT..6-143 [50-44 - Heating Unit Only (Commercial)]	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,275.00	Pending
119742	1438 ADMIRAL CT..6-143 [50-44 - Heating Unit Only (Commercial)]	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,275.00	Pending
119743	1438 ADMIRAL CT..6-143 [50-44 - Heating Unit Only (Commercial)]	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,275.00	Pending
119744	1438 ADMIRAL CT..6-143 [50-44 - Heating Unit Only (Commercial)]	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,275.00	Pending
119745	1438 ADMIRAL CT..6-143 [50-44 - Heating Unit Only (Commercial)]	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,275.00	Pending
119746	348 ABRAMS ST..21-1272-2 [50-45 - Heating Unit Only (Residential)]	ADAM R & ABIGAIL J LEHNERZ	\$50.00	\$10,000.00	Pending
119747	505 MEADOW WIND DR..21-7418 [50-45 - Heating Unit Only (Residential)]	LEE S & PATRICIA J YOUNG	\$50.00	\$19,000.00	Closed
119753	1603 11th AV..1-1347 [50-43 - Heating and Air Conditioning Units (Residential)]	SARA JO HICKS	\$50.00	\$9,849.00	Pending
119754	1056 ALPINE DR..21-122-3 [50-45 - Heating Unit Only (Residential)]	DONALD & ANGELA TAYSON	\$50.00	\$12,177.00	Closed
119756	810 HARRISON ST..18-559 [50-45 - Heating Unit Only (Residential)]	STEPHEN P & ELIZABETH M FELLOWS	\$50.00	\$7,513.00	Closed
119764	337 HARVARD ST..5-416 [50-45 - Heating Unit Only (Residential)]	JOSEPH L & CANDY L NELSON LIVING TRUST	\$50.00	\$7,000.00	Closed
119776	1242 KENWOOD ST..1-2666 [50-45 - Heating Unit Only (Residential)]	ROBERTA M & JEROME F MATUSZAK	\$50.00	\$4,100.00	Closed
119777	146 ALPINE DR..21-77-1 [50-43 - Heating and Air Conditioning Units (Residential)]	146 ALPINE TRUST	\$50.00	\$4,200.00	Pending
119789	832 IRVINGTON ST..6-415 [50-45 - Heating Unit Only (Residential)]	MARLAN LLC	\$50.00	\$5,396.00	Closed
119790	3024 VALLEY CREEK DR..21-7603 [50-43 - Heating and Air Conditioning Units (Residential)]	JANDRAIN CHRISTOPHER & CHRISTINE LIVING TRUST	\$50.00	\$15,381.00	Pending

119792	709 WILSON AV..18-400-A [50-43 - Heating and Air Conditioning Units (Residential)]	GARLYN MARIE KLIGORA	\$50.00	\$10,144.00	Pending
119809	3558 BLACKWOLF RN..22-1850 [50-45 - Heating Unit Only (Residential)]	RENEE R & DOUGLAS A SMITH	\$50.00	\$10,085.00	Closed
119810	2918 LOST HORIZON RD..6H-2885 [50-45 - Heating Unit Only (Residential)]	CAPELLE THOMAS N & LOIS M REVOCABLE TRUST	\$50.00	\$5,923.00	Closed
119816	2621-2669 TROJAN DR..6H-1115-C [50-44 - Heating Unit Only (Commercial)]	BIRCHWOOD APTS LLC	\$70.00	\$15,950.00	Pending
119817	553 ZELAS DR..21-3142 [50-45 - Heating Unit Only (Residential)]	STEVEN V SCHENDT	\$50.00	\$6,800.00	Closed
119822	1359 WILLOW CREEK PKY..21-7441 [50-45 - Heating Unit Only (Residential)]	TIMOTHY N LEVANDOSKI	\$50.00	\$5,450.00	Closed
119823	1634 FARLIN AV..19-394 [50-45 - Heating Unit Only (Residential)]	YOUNG WILLIAM L FAMILY IRRECOVABLE TRUST	\$50.00	\$6,000.00	Pending
119824	806 N BUCHANAN ST..18-879 [50-45 - Heating Unit Only (Residential)]	RICHARD J & MARTHA R LITKEY	\$50.00	\$6,090.00	Pending
119825	3026 SUNSHINE PL..6H-2757 [50-45 - Heating Unit Only (Residential)]	PATRICIA A MURPHY	\$50.00	\$4,200.00	Closed
119854	1114 N LOCUST ST..6-1099 [50-43 - Heating and Air Conditioning Units (Residential)]	LINDA L MARTIN	\$50.00	\$15,000.00	Pending
119869	348 BRETCOE DR..21-1147-25 [50-41 - AC Unit Only (Residential)]	BRIAN D FLORES	\$50.00	\$9,300.00	Closed
119883	1015 ELMORE ST..5-298 [50-45 - Heating Unit Only (Residential)]	ASHLEY ROSS	\$50.00	\$5,382.00	Pending
119906	1510 BEECH TREE DR..6H-1267-14 [50-43 - Heating and Air Conditioning Units (Residential)]	KENNETH J & CORINE M PIER	\$50.00	\$11,050.00	Closed
119907	1257 ST. CLAIR ST..14-63 [50-41 - AC Unit Only (Residential)]	SCOTT KRUEGER	\$50.00	\$12,650.00	Pending
119909	1400 SAND HILL DR..6H-2829 [50-41 - AC Unit Only (Residential)]	RACHEL L & IAN P WHITE	\$50.00	\$4,800.00	Pending
119628	1013 VELD AV..18-809-10 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	DALE & JAMES N HALFADAY	\$50.00	\$9,905.00	Pending
119648	1161 S ONEIDA ST..1-1894 [60-31 - Sanitary Sewers - Connection/Repair (Residential)]	JOANNE FOLCIK	\$30.00	\$7,000.00	Pending
119673	1335 MAIN ST..8-302 [60-26 - Water Heater (Commercial)]	SANEHA REAL ESTATE INC	\$70.00	\$10,632.00	Withdrawn
119677	1673 DOUSMAN ST..6-235-D	BROWN COUNTY ASSOC FOR RETARDED CHILDREN	\$70.00	\$20,000.00	Closed

[60-24 - Repair/Alter Existing Plumbing System (Commercial)] CLEAN OUT CALCIUM DEPOSITES WITH ROBOTIC CUTTER

119679	1157 S FISK ST..6-616	ANTHONY J KOSCINSKI, ETAL	\$50.00	\$895.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119691	2165 CRESTWOOD SPRINGS DR..6H-3284	DONALD G & TERRI L WALIGURSKY	\$50.00	\$2,000.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119693	3574 HIGHLAND CENTER DR..21-5802	DAVID L & SALLY M MEVERDEN JOINT REVOCABLE TRUST	\$30.00	\$7,538.00	Closed
[60-27 - Water Heater (Residential)]					
119695	612 PARK ST..5-1649	NANCY L WISNIEWSKI	\$30.00	\$2,500.00	Closed
[60-27 - Water Heater (Residential)]					
119696	1193 REED ST..3-1052	LAURA J INDA	\$30.00	\$2,500.00	Pending
[60-27 - Water Heater (Residential)]					
119703	3477 BLACKWOLF RN..22-1865	MATTHEW & JULI FRANKLIN	\$50.00	\$1,828.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119704	841 PHOEBE ST..18-664	REBECCA MARIE HAEN	\$50.00	\$897.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119708	735 NORTHERN AV..18-1451	NHIA LEE	\$50.00	\$900.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119722	1278 OREGON ST..5-669-D	MOLLY M GATSKIE	\$30.00	\$8,000.00	Closed
[60-29 - Water Service - Connection/Repair (Residential)]					
119723	1006 GROSS AV..2-833	MARK D JOHNSON	\$50.00	\$803.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119733	1292 HANNAH ST..3-1311	ELINA & LARYSA OSTAPYUK	\$50.00	\$13,470.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119749	1815-1817 PACKERLAND DR..6H-2205	GERTRUDE G HUNT	\$50.00	\$910.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119759	506 PETERS ST..21-2216	GERALD D COUSINEAU	\$50.00	\$16,806.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119760	1705 NANCY AV..6-2422	DENISE E & JEFFREY L SCHMIDT	\$50.00	\$13,000.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119761	521 12th AV..2-660	KRB INVESTMENTS LLC	\$50.00	\$8,500.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119762	319 NORTHERN AV..5-334	DAVID J & MARY F SCRAY	\$50.00	\$947.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
119769	2845 GREENBRIER RD..21-161-2	BAYCARE AURORA LLC	\$70.00	\$9,434.00	Pending
[60-24 - Repair/Alter Existing Plumbing System (Commercial)]					
119774	1137 CHICAGO ST..14-1053	MARIA CARY-MONTOURE	\$50.00	\$10,000.00	Pending
[60-23 - New Plumbing System (Residential)] INSTALL FIXTURES					

property owner will be taking care of 1137 now & 1139 w/in the next 6 mos, keeping on the same permit since it is withing the calendar year.

119780	1150 S RIDGE RD..6-648 [60-21 - Misc Plumbing (treament systems, grease traps, backflow valve)(Residential)]	TAYLOR M GENTILE	\$50.00	\$4,061.75	Pending
119795	1354 SMITH ST..7-151 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	CARLOS & VERONICA RAMOS	\$50.00	\$9,938.00	Pending
119838	2414 E MASON ST..21-126-11-1 [60-24 - Repair/Alter Existing Plumbing System (Commercial)]	VERNON DRIVE PROFESSIONAL OFFICES LLC	\$70.00	\$2,000.00	Closed
119842	632 S ROOSEVELT ST..14-1118 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	ERIC J & DOLLY DRZEWIECKI	\$50.00	\$7,051.00	Closed
119844	2588 VICKI LN..21-3948 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	VIRGINIA L & STEVEN M REINKE	\$50.00	\$1,140.00	Closed
119845	2619 VICKI LN..21-4525 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	KAREN L & ORIN A SANDBERG	\$50.00	\$840.00	Closed
119847	915 CHANTEL ST..6-2078 [60-23 - New Plumbing System (Residential)]	JANICE M HORN	\$50.00	\$900.00	Closed
119849	1881 DOUSMAN ST..6-2113 [60-23 - New Plumbing System (Residential)]	BONNIE MILLER	\$50.00	\$900.00	Pending
119866	901-903 ALPINE DR..21-4968 [60-27 - Water Heater (Residential)]	STEVEN J & LISA M DEBAKER	\$30.00	\$2,000.00	Pending
119867	1008 DOTY ST..14-924 [60-27 - Water Heater (Residential)]	MAYRA ALEJANDRA ORDAZ BECERRA	\$30.00	\$2,500.00	Pending
119868	1378 DIVISION ST..6-82-A-4 [60-27 - Water Heater (Residential)]	CRISTAL V GARZA	\$30.00	\$2,500.00	Pending
119908	825 JAMES ST..5-174 [60-27 - Water Heater (Residential)]	KENNT H E & ROBIN WHITCOMB	\$30.00	\$2,500.00	Pending
119041	975-999 LOMBARDI AV..1-1841-C [70-1 - Signs - Permanent] 16.5 x 4.3 foot wall signage	F F LLC	\$200.96	\$8,500.00	Pending
119531	2360 E MASON ST..21-126-3-1 [70-1 - Signs - Permanent] 3 Wall signs, channel letters intenally lit, 1 monument sign 2 faces and vinyl door signs	BIG COFFEE EAST MASON LLC	\$335.90	\$300.00	Closed
119665	1110 KEPLER DR, SUITE 102..21-153-2 [70-1 - Signs - Permanent] LIGHTED CHANNEL WALL SIGN REPLACING EXISTING SIGNAGE - APPROXIMATELY 3' X 10'	BCO HOLDINGS LLC	\$104.74	\$6,000.00	Pending
119666	800 CEDAR ST..10-8 [70-1 - Signs - Permanent] MONUMENTS SIGN ON MAIN ST/BACKSIDE - 6'X7' 2 - WINDOW VINYL 1 SQ FT EACH 1 FRONT WALL SIGN 3'X4.33	HUS PROPERTIES LLC	\$195.85	\$500.00	Closed
Totals:	194 projects		\$37,675.22	\$7,775,891.27	

Summary of Projects Issued

3/1/2025 to 3/31/2025

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	7	7	14	7	7	7	7	7	\$8,238.00	\$2,172,078.00
2 Residential - Alteration - 1 -2 Family House	15	3	6	15	14	4	7	0	\$2,938.08	\$603,779.52
3 Residential - New - Single Family House w/ Zero Lotline (each unit is separate from adjoining unit with wall extending from ground to roof, no units above or below, separate HVAC systems and utility meters)	2	2	4	2	2	2	2	2	\$2,298.07	\$480,000.00
4 Residential - Addition - Garage, Carport	1	0	0	1	0	0	0	0	\$50.00	\$20,000.00
7 Deck, Porch, Patio, Ramp (Residential)	12	3	5	12	0	0	0	0	\$950.00	\$240,853.00
9 Demolition - Interior (Residential)	2	0	1	2	1	0	2	0	\$255.00	\$24,000.00
11 Driveway Replacement and/or Expansion (Residential)	3	0	0	3	0	0	0	0	\$200.00	\$41,500.00
11 Fence (Residential)	5	0	0	5	0	0	0	0	\$250.00	\$33,450.00
11 Foundation Repair (Residential)	5	0	0	5	0	0	1	0	\$300.00	\$103,669.00
11 Garage/Carport/Shed (residential)	7	3	3	7	3	0	0	0	\$650.00	\$185,915.00
11 Swimming Pool (Residential)	1	1	0	1	1	0	0	0	\$125.00	\$25,500.00
11 Z - Misc Project Not Listed (Residential)	1	0	0	1	0	0	0	0	\$50.00	\$6,000.00
30 Commercial - Alteration - Multi-Family of 3 or more units	1	0	0	1	0	0	0	0	\$70.00	\$1,500.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	7	0	7	7	6	6	4	0	\$6,488.61	\$1,123,000.00
31 Commercial - New - Stores, Customer Services (restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)	1	1	3	1	1	1	1	0	\$2,419.26	\$160,000.00
34 Change of Use (Commercial)	1	1	3	1	1	1	1	0	\$3,334.50	\$300,000.00
34 Demolition - Interior (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$50,000.00
34 Parking Lot - New & Reconstruction (Commerical)	1	1	1	1	1	1	1	1	\$1,371.25	\$391,000.00
34 Roofing (Commercial)	3	0	0	3	0	0	0	0	\$210.00	\$293,324.00
34 Siding (Commercial)	1	0	0	1	1	0	0	0	\$140.00	\$50,000.00
34 Window, Door - Replacement (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$56,000.00
34 Z - Misc Project Not Listed (Commercial)	4	1	1	4	2	1	1	0	\$830.00	\$75,000.00
40 Electrical Service - Change (Residential)	5	0	0	0	5	0	0	0	\$250.00	\$10,400.00
40 Electrical Service - Repair (Residential)	3	0	0	0	3	0	0	0	\$150.00	\$6,700.00
40 Electrical Service - Temporary (Commercial)	2	0	0	0	2	0	0	0	\$140.00	\$8,200.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$1,100.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	10	0	0	0	10	1	0	0	\$570.00	\$27,702.00
40 New Electrical System (Commercial)	3	0	0	0	3	0	0	0	\$0.00	\$675,000.00
50 AC Unit Only (Residential)	3	0	0	0	0	3	0	0	\$150.00	\$26,750.00
50 Heating and Air Conditioning Units (Commercial)	1	0	0	0	0	1	0	0	\$140.00	\$13,692.00
50 Heating and Air Conditioning Units (Residential)	12	0	0	0	0	12	0	0	\$600.00	\$139,309.00
50 Heating Unit Only (Commercial)	8	0	0	0	0	8	0	0	\$560.00	\$43,475.00
50 Heating Unit Only (Residential)	26	0	0	0	0	26	0	0	\$1,300.00	\$186,899.00
60 Misc Plumbing (treament systems, grease traps, backflow valve)(Residential)	1	0	0	0	0	0	1	0	\$50.00	\$4,061.75

60 New Plumbing System (Residential)	3	0	0	0	0	0	3	0	\$150.00	\$11,800.00
60 Repair/Alter Existing Plumbing System (Commercial)	3	0	0	0	0	0	3	0	\$210.00	\$31,434.00
60 Repair/Alter Existing Plumbing System (Residential)	17	0	0	0	0	0	17	0	\$850.00	\$89,830.00
60 Sanitary Sewers - Connection/Repair (Residential)	1	0	0	0	0	0	1	0	\$30.00	\$7,000.00
60 Water Heater (Commercial)	1	0	0	0	0	0	1	0	\$70.00	\$10,632.00
60 Water Heater (Residential)	7	0	0	0	0	0	7	0	\$210.00	\$22,038.00
60 Water Service - Connection/Repair (Residential)	1	0	0	0	0	0	1	0	\$30.00	\$8,000.00
70 Signs - Permanent	4	4	0	4	0	0	0	0	\$837.45	\$15,300.00
Totals:	194	27	48	86	64	74	61	10	\$37,675.22	\$7,775,891.27

FINAL PAYMENTS RESOLUTION
April 15, 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. **PAVEMENT REPAIR 2024**
 AL DIX CONCRETE, INC.

TOTAL AMOUNT EARNED:	\$ 1,665,038.60
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 1,665,038.60
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 1,610,981.76</u>
AMOUNT DUE THIS PAYMENT:	\$ 54,056.84

ACCOUNT NUMBER
401500E-55301-65024: \$54,056.84
PO #2400062

2. **PAVEMENT 1-24 S. MAPLE AVENUE RECONSTRUCTION**
 DAVID TENOR CORPORATION

TOTAL AMOUNT EARNED:	\$ 729,347.76
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 729,347.76
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 684,562.19</u>
AMOUNT DUE THIS PAYMENT:	\$ 44,785.57

ACCOUNT NUMBERS
403500-55355-65064: \$5,620.00
412500E-55355-65064: \$19,333.92
401500E-55305-65064: \$19,831.65
PO #2400091

Adopted _____, 2025

Approved _____, 2025

Mayor

ATTEST:

City Clerk

EJNS

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 2400 BLOCK OF WEST MASON STREET
(ZP 25-10)**

April 15, 2025

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

That, pursuant to Zoning Petition 25-10 and the recommendation of the Plan Commission on April 15, 2025, the City of Green Bay does authorize a Conditional Use Permit (CUP) for an off-premises multi-message digital billboard sign in a General Commercial (C1) district at 2400 Block of West Mason Street (Parcel 6H-1110-23), submitted by Trevor Bowman of Lamar Advertising: GB Real Estate Investments LLC, property owner.

Lot 2 of the Certified Survey Map Number 9835, Document Number 3082559, said map being part of Lot 14 of Section 29, located in T24N-R20E, in the City of Green Bay, Brown County, Wisconsin.

Tax Parcel No. 6H-1110-23

Said conditional-use permit shall be granted subject to:

1. A site plan and applicable permit applications are submitted to the Department of Community and Economic Development for review and approval. Said plan shall include a panel which does not exceed 650 square feet in size.
2. A site plan submitted which accounts for future redevelopment of the parcel noting location of driveways, ingress/egress and building locations. The billboard location shall not impede vehicular or pedestrian access to the site. The billboard shall not be located directly over any new buildings nor placed directly in front of any new buildings.
3. The sign permit application shall not be valid unless approved by the Director of Public Works or their designee.
4. 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.
5. 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.
6. The proposed signage shall meet all of the requirements of Article III, Off-Premise Advertising, Green Bay Zoning Code.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

JL
Attachment: Map

**RESOLUTION AUTHORIZING CANCELLATION
OF 2024 REAL ESTATE PROPERTY TAXES**

April 15, 2025

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

That, pursuant to the recommendation of the Finance Committee at its meeting of April 8, 2025, the real estate property taxes for 2024 for the following parcel is hereby rescinded.

<u>Parcel</u>	<u>Amount</u>
7-520	\$4,578.14
Kingdom Agenda Church	
730 Quincy St	

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION AUTHORIZING CANCELLATION
OF 2024 REAL ESTATE PROPERTY TAXES**

April 15, 2025

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

That, pursuant to the recommendation of the Finance Committee at its meeting of April 8, 2025, the real estate property taxes for 2024 for the following parcel is hereby rescinded.

<u>Parcel</u>	<u>Amount</u>
7-521 Kingdom Agenda Church 708 Harvey St	\$570.61

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION AUTHORIZING CANCELLATION
OF 2024 REAL ESTATE PROPERTY TAXES**

April 15, 2025

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

That, pursuant to the recommendation of the Finance Committee at its meeting of April 8, 2025, the real estate property taxes for 2024 for the following parcel is hereby rescinded.

<u>Parcel</u>	<u>Amount</u>
8-224	\$4,619.06
Open Door Housing, LLC	
728 St. George St	

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION AUTHORIZING
BUDGET AMENDMENT**

April 15, 2025

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

Pursuant to the recommendation of the Finance Committee at its meeting of April 8, 2025, the following 2025 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
Increase:	101300 50501	Police-Overtime	\$72,890.32
Increase:	101300 46223	Police Overtime Reimbursement	\$72,890.32

***This budget amendment is for 2025 unbudgeted overtime for staffing at the FBI, US Marshal and Internet Crimes Against Children Task Forces, unbudgeted special events such as HS Lunch Neighborhood Security-GB Schools, Islamic Temple Security, Drone Show, Georgia Pacific Security, Bernstein Run and the Pi 5K Run.*

Increase:	101400 50501	Fire-Overtime	\$9,094.18
Increase:	101400 46223	Fire Overtime Reimbursement	\$9,094.18

***This budget amendment is for 2025 unbudgeted overtime for staffing at events such as the UWGB Basketball games and the Brown County Fire Investigation Task Force.*

Increase:	101400 50501	Fire-Overtime	\$8,687.25
Increase:	101400 43611	Fire-State Overtime Reimbursement	\$8,687.25

***This budget amendment is for 2025 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # AA.7

Resolution adopting the Green Bay Park, Recreation, and Open Space Plan 2025-2029.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft Resolution for Park, Recreation, and Open Space Plan

**RESOLUTION ADOPTING THE
GREEN BAY PARK, RECREATION,
AND OPEN SPACE PLAN 2025-2029**

April 15, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay is interested in acquiring or developing lands for public outdoor recreation purposes; and

WHEREAS, financial aid is required to carry out the project; and

WHEREAS, a five-year Outdoor Park, Recreation, and Open Space Plan is required to qualify for grant funding;

NOW, THEREFORE, BE IT RESOLVED, that the Green Bay Park, Recreation, and Open Space Plan 2025-2029, on file with the Clerk and Director of Parks, Recreation, and Forestry, is hereby adopted.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 15, 2025

PREPARED BY

AGENDA ITEM # AA.8

Resolution authorizing applications for Outdoor Recreation Aids for the East River Emilie Park Nature-Based Flood Resilience & Recreational Access Project.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Draft Resolution Knowles - Nelson Stewardship Grant East River Emilie Park
2. Form 8700-191
3. Concept Designs_ER Emilie Park_09 2024

**RESOLUTION AUTHORIZING APPLICATIONS FOR
OUTDOOR RECREATION AIDS FOR THE EAST RIVER
EMILIE PARK NATURE-BASED FLOOD RESILIENCE &
RECREATIONAL ACCESS PROJECT**

April 15, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, it is the desire of the Common Council for the City of Green Bay to develop lands for public outdoor recreation purposes as described in the attached application; and

WHEREAS, the project is described as Outdoor Recreation Aids for the East River Emilie Park Nature-Based Flood Resilience & Recreational Access Project, and further described on the attached application cover sheet; and

WHEREAS, the above mentioned grant is desired as one source of financial aid to help carry out the project.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City does hereby authorize the Director of Parks, Recreation and Forestry or their designee, to act on behalf of the City of Green Bay to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available related to the Outdoor Recreation Aids for the East River Emilie Park Nature-Based Flood Resilience & Recreational Access Project.
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date.
- Submit signed documents; and
- Take necessary actions to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the City of Green Bay will comply with state or federal rules for the programs; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources approval in writing before any change is made in the use of the project site.

Adopted _____

Approved _____

Eric Genrich, Mayor

**Stewardship Local Assistance, Federal Land & Water
Conservation Fund, & Recreational Trails Program
Grant Application**

Form 8700-191 (R 01/2025)

Page 1 of 6

Notice: Use of this form is required by the Department of Natural Resources (DNR) for any application filed pursuant to ss. NR 50.06, NR 50.21, and NR 51, Subchapters XI-XV, Wis. Adm. Code. Personal identifiable information will only be used in conjunction with the programs listed above. If you have any questions contact your local community service specialist. Personally identifiable information provided on this form will be used for program administration and will be available to requesters as required under Wisconsin's Public Records Law [ss. 19.31 - 19.39, Wis. Stats.].

Applicant		Individual Authorized to Act on Behalf of Applicant	
City of Green Bay		Dan Ditscheit	
Street or PO Box		Title	
100 North Jefferson St		Parks, Recreation and Forestry Dept. Director	
City, State, Zip Code		Telephone Number	Mobile Number
Green Bay WI 54301		(920) 448-3381	
County		E-Mail Address	
Brown		Dan.Ditscheit@greenbaywi.gov	

Grant Payment Information:

ACH Payment Email Address or ☐ Check Mailing Address (if different from applicant)

Finance@greenbaywi.gov	Name	Address		
	Organization:	City	State	ZIP Code

Section 1: Project Information

Financial Summary

Grant Programs Applicant is Eligible For: (refer to eligibility chart in program guidance)

Note: If an applicant is awarded Recreational Trails Program (RTP) funding, additional Stewardship and Land and Water Conservation funding will not be awarded even if the project is eligible for these programs. The RTP grant award maximum is \$100,000.

☒ Stewardship ☒ Land and Water Conservation Funding ☐ Recreational Trails Program

Project Type (select one) ☐ Acquisition ☒ Development ☐ Rehabilitation ☐ Maintenance

Project Title: East River Emilie Park Nature-Based Flood Resilience & Recreational Access Project

Financial Summary
(Manually complete blue boxes)

Grant Request STEW/LWCF (up to 50%)

\$244,046

Grant Request RTP (up to 80%)

Match Sources

Sponsor Funds (Cash and/or Force Account) \$94,047

Donations (Cash, Labor, Materials, Equipment)

Other (list): Fund for Lake Michigan \$150,000

Total Sponsor Match:

\$244,047

Total Project Costs STEW/LWCF
\$488,093

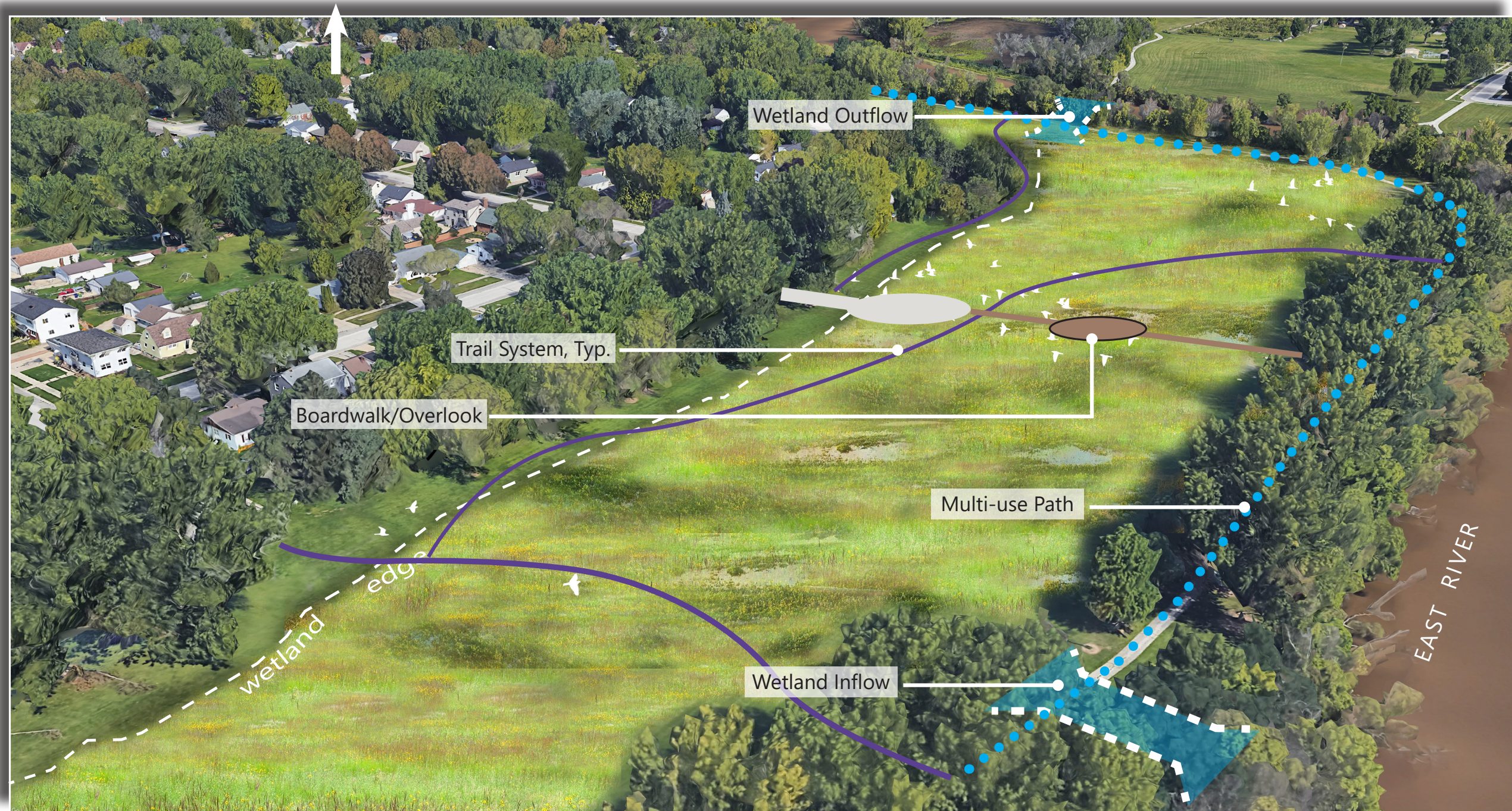
Total Project Costs RTP

Project Location

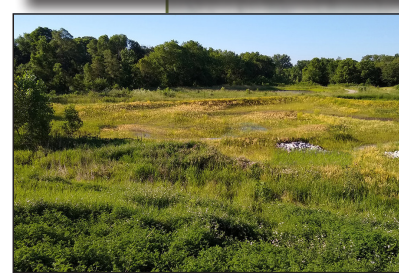
Township	Range	☒ E ☐ W	Section	1/4 1/4	1/4	GPS Coordinates (Decimal Degrees):	County
23 N	21		6			Lat: 44.4922 Long: -87.9966	Brown
UEI # (12 digits)						Congressional/Legislative District Numbers	
ZCUZDCHFP7C6						WI Senate 30	WI Assembly 90 US Congress 8

Census Tract #: 55009001600

(Go to <https://screeningtool.geoplatform.gov/en/#3/33.47/-97.5>; zoom in on location and click to get Census Tract #)



Perspective View



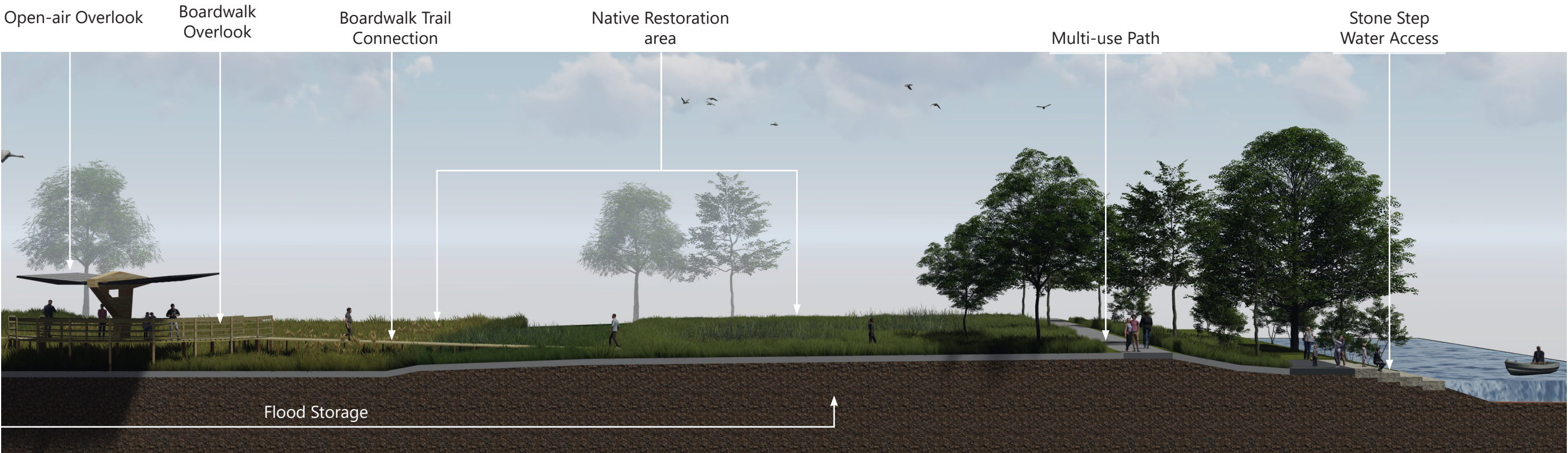
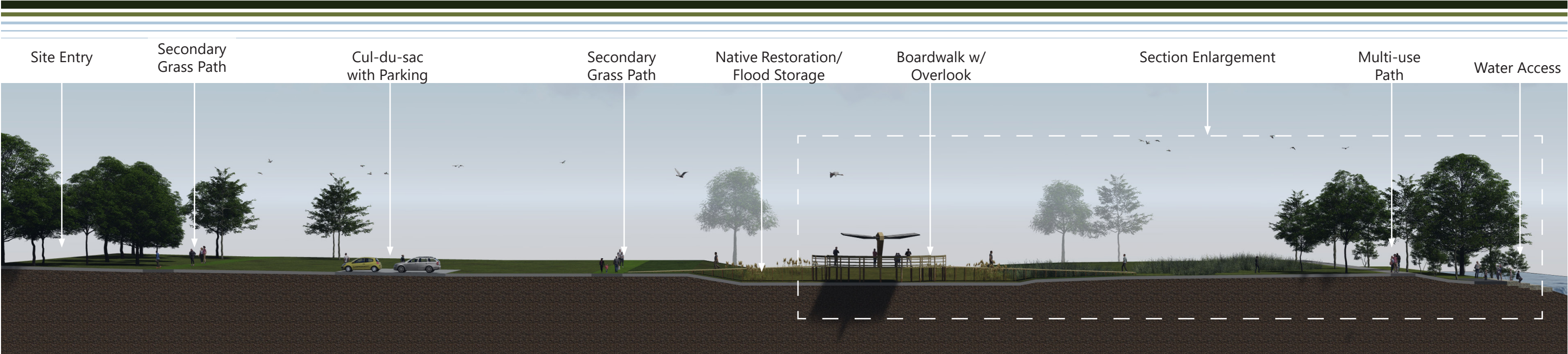
Plan View



GREEN BAY

East River Flood Mitigation

East River Emilie Park



RESOLUTION TO AMEND PARKING RATES

March 4, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay Common Council has authority to amend the parking rates pursuant to Section 40-52 of the Green Bay Municipal Code; and

WHEREAS, the City of Green Bay is the host city for the 2025 NFL Draft, and anticipates an increase in demand for parking; and

WHEREAS, the current rate of \$1.00 per hour and \$12 per day at the Pine Street Parking Ramp, Cherry Street Parking Ramp, and the Main Street Parking Ramp are insufficient to encourage responsible parking in high-traffic areas; and

WHEREAS, the Common Council has determined that an adjustment in the hourly parking rate to \$2.00 per hour and \$24 per day at the Pine Street Parking Ramp, Cherry Street Parking Ramp, and the Main Street Parking Ramp will encourage responsible parking in high-traffic areas and is in the best interest of the public.

NOW, THEREFORE, BE IT RESOLVED that the City of Green Bay Common Council, pursuant to Section 40-52 of the Green Bay Municipal Code, hereby authorize the adjustment in the hourly parking rate to \$2.00 per hour and \$24 per day at the Pine Street Parking Ramp, Cherry Street Parking Ramp, and the Main Street Parking Ramp; and

BE IT FURTHER RESOLVED that this adjustment in hourly parking rate shall take effect on April 23, 2025, and shall expire on April 25, 2025, with the price reverting back to the rate of \$1.00 per hour and \$12 per day; and

BE IT FURTHER RESOLVED that the Director of Public Works, or their designee, shall make all necessary changes to reflect this parking rate adjustment.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

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

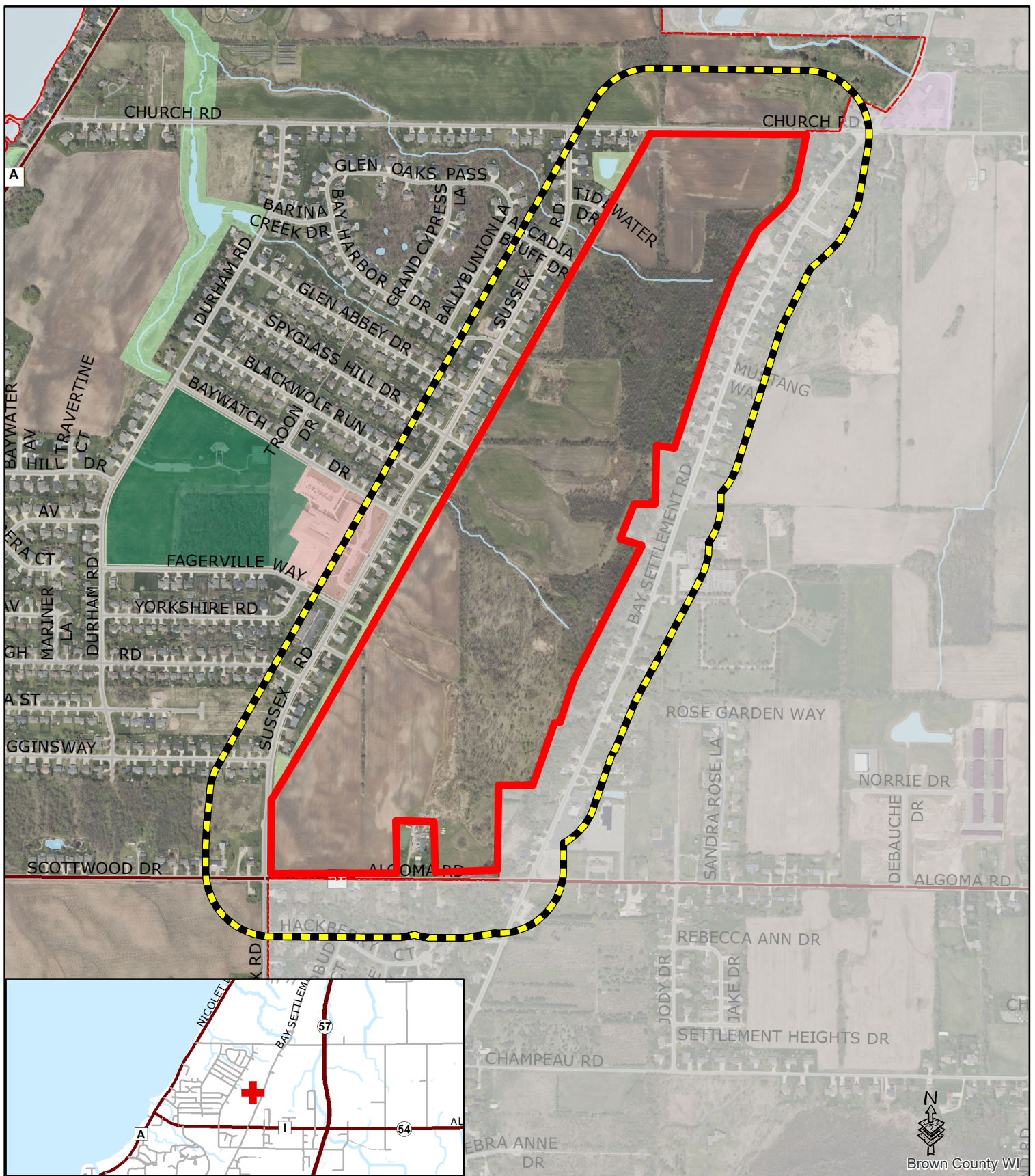
db:

Attachments:

Exhibit A - Location Map

Exhibit B – Use Map

Exhibit C – Zoning Map



- Proposed PUD
- 400' + Property Owner Notice
- Town of WScott

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.

EXHIBIT A - LOCATION MAP

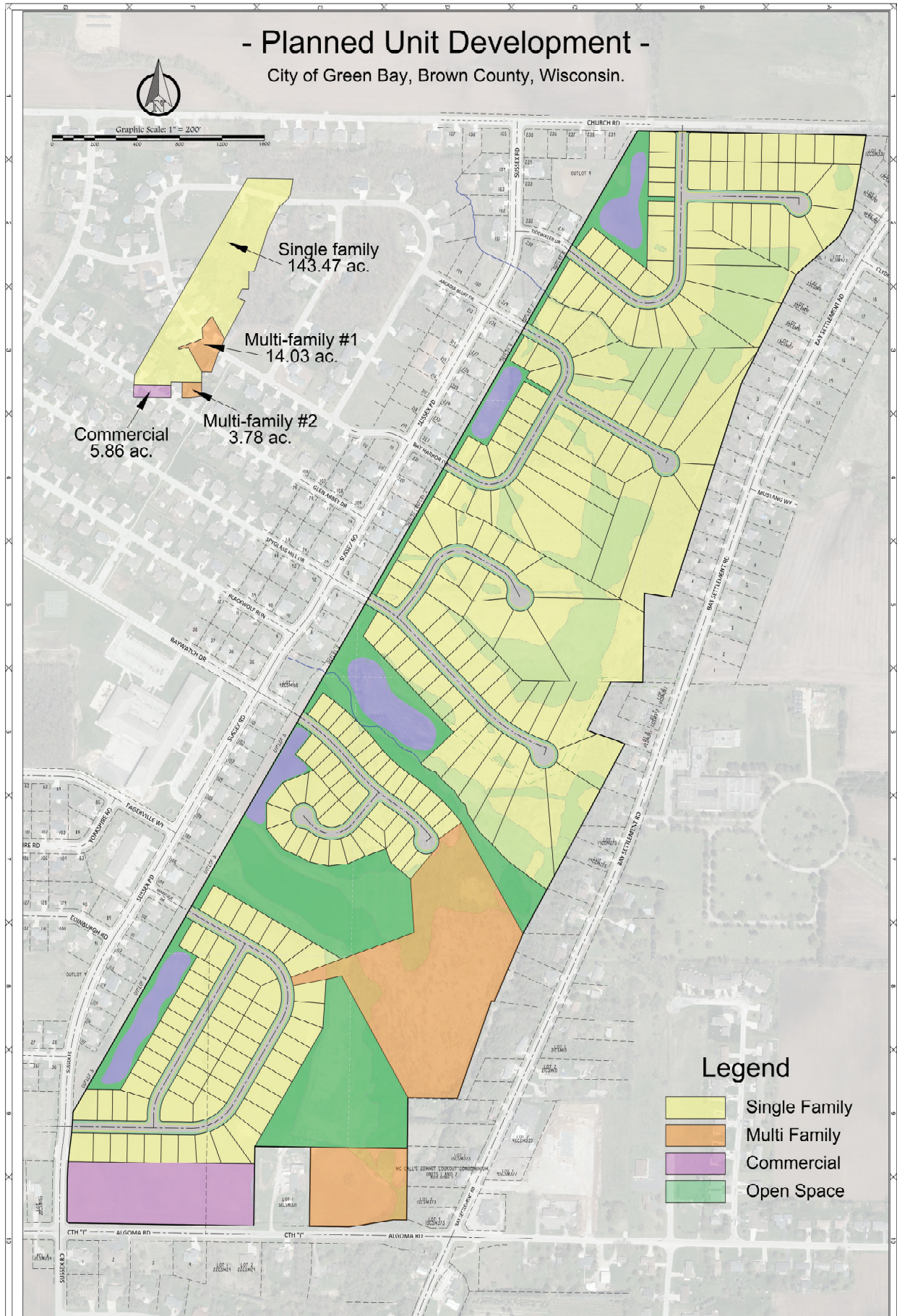
Zoning Petition (ZP 25-03) Proposed Planned Unit Development (PUD)



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 05/12/2020

400 Security Blvd Ste 1, Green Bay, WI, (920) 434-0670

Date Plotted:

Project: C:\Users\BAM\Documents\T-6818.dwg

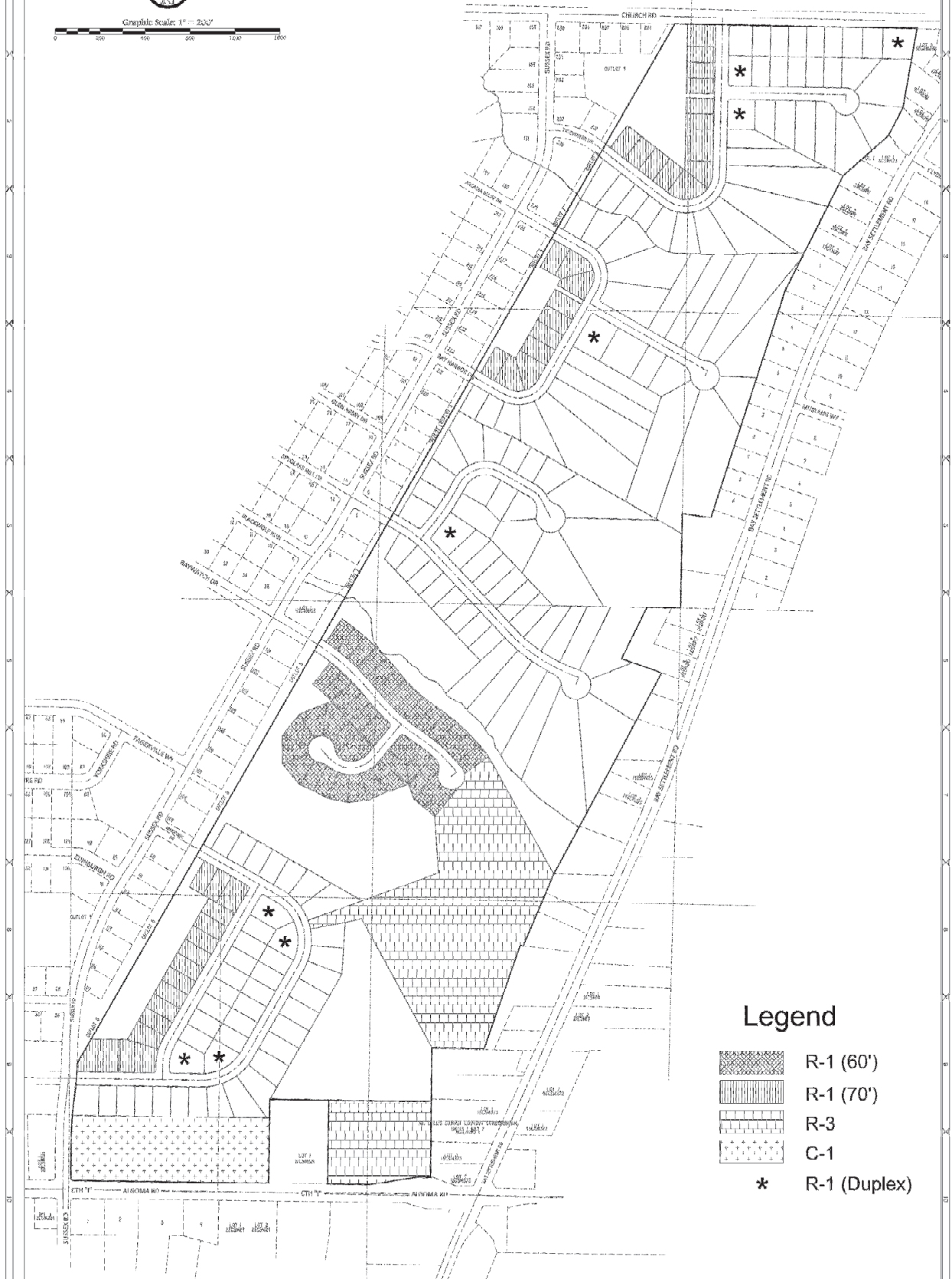
EXHIBIT C - ZONING MAP

- 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: Crossroads



GENERAL ORDINANCE NO. 03-25

**AN ORDINANCE
AMENDING SECTION 44-469(1),
GREEN BAY MUNICIPAL CODE,
RELATING TO RUMMAGE SALES**

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

SECTION 1. Section 44-469(1), Green Bay Municipal Code, is hereby amended to read:

(1) *Rummage sales.* Rummage sales shall be limited to a total of no more than ~~three~~ **four (4)** events for a total of ~~nine~~ **sixteen (16)** days of operation per calendar year at any residential location.

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

04/15/2025

ZONING ORDINANCE NO. 08-25

**AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD)
OVERLAY DISTRICT FOR PROPERTIES LOCATED AT
300 BLOCK OF MATHER STREET
(ZP 25-06)**

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 creating a Planned Unit Development Overlay District on the following described property located at 306 Mather Street, 308 Mather Street, 709 Alma Street, 301 James Street, 305 James Street, 307 James Street and 309 James Street, as also depicted on Exhibit A - Location Map

Legal descriptions:

Parcel 5-65

Lots One (1) and Two, excepting therefrom those parts described in Jacket 5162 Records, Image 5, and in Jacket 10894 Records, Image 36, Brown County Records, all in block Eleven (11), according to the record Plat of A. E. Elmore's Park Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Parcel 5-66

Lot Two (2), Block Eleven, except the East 6.00 feet of the North 21.30 feet of the South 105.60 feet, according to the recorded Plat of A.E. Elmore's Park Addition of the City of Fort Howard, now the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Parcel 5-68

Lot Three (3), Block Eleven, according to the recorded Plat of A.E. Elmore's Park Addition in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Parcel 5-79

Lot Ten (10), Block Eleven, according to the recorded Plat of A.E. Elmore's Park Addition in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Parcel 5-78

Lot Nine (9), Block Eleven, according to the recorded Plat of A.E. Elmore's Park Addition in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Parcel 5-76

The Easterly 9 feet and the Southerly 42 feet of Lot Eight (8), Block Eleven, according to the recorded Plat of A.E. Elmore's Park Addition in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Parcel 5-77

The Westerly 45 feet of the Northerly 90 feet of Block Eleven, according to the recorded Plat of A.E. Elmore's Park Addition in the City of Green Bay, West side of Fox River, Brown County, Wisconsin

Tax Parcels: 5-65, 5-66, 5-68, 5-76, 5-77, 5-78, 5-79

Land Area: Comprises approximately 0.99 acres/42,943 square feet more or less.

Parcels located in Development Area A shall be combined into a single parcel. Parcels located in Development Area B shall be combined into a single parcel.

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

- A. Purpose and Intent. The purpose and intent of the amended Planned Unit Development (PUD) is to permit a 4 story, 52 feet multi family building located on the eastern portion of the block bounded by Mather Street, Alma Street, James Street, and Broadway.
- B. Development Site. The area included within this PUD consists of all land included at the addresses of 306 and 308 Mather Street, 709 Alma Street, 301 James Street, 305 James Street, 307 James Street, and 309 James Street. The area is generally bound by the eastern 162.6 feet of the block defined by Mather Street (South), Alma Street (East), James Street (North), and Broadway (West). A 14 foot wide public alley runs east-west through the block

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

Development Area A:

South side. Parcels 5-65, 5-66, 5-68

Development Area B:North side. Parcels 5-76, 5-77, 5-78, 5-79

- C. Land Use Regulations. The principal and accessory land uses which may be established are as follows:
 - 1. Development Area A:
 - a. All uses defined by (R3) Varied Density Residential district
 - 2. Development Area B:
 - a. All uses defined by (R3) Varied Density Residential district and the

following primary uses:

1. Surface parking as an accessory use to development within Development Area A.
2. Refuse area as an accessory use to development within Development Area A.

D. Prohibited Uses. Land uses not listed in Section C shall be considered prohibited uses within this PUD. A PUD amendment is required for any additional uses which exceed primary or accessory uses defined by (R3) Varied Density Residential.

E. Dimensional and Area Requirements. Dimensional and area requirements for principal structures on the subject property shall generally comply with bulk requirements of the (R3) Varied Density Residential district and with Exhibit A with the following exceptions:

1. Development Area A

Building Front Yard Setback (Mather Street): 9.4 foot setback off the east-west plane of off the northern right of way.

Building Front Yard Setback (Alma Street) 6.0 foot setback off the north-south plane of the western right of way

Building Maximum Stories: 4:

Building Maximum Height: 52 feet

Building Side Yard Setback:(Western Property Line) 22.5 feet

Building Rear Yard Setback:(Southern right of way of east-west alley) 7.3 feet

Units Per Square Foot: 1 per 400 square feet of lot area

2. Development Area B

Refuse Setback from Northern Right of Way of Alley: 7 feet

F. Architectural Design. A four story, 52 foot multi-family building is permitted in Development Area A. Building elevations shall substantially meet the design represented by elevations in Exhibit B. If a building is proposed via a site plan or renovation which does not meet the qualities represented in Exhibit B, differences must comply with the following requirements:

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

building or buildings shall be constructed of comparable materials and designed in a manner consistent with the original design, unless the entire building is being renovated.

3. All rooftop and ground level mechanical equipment shall be screened from public view using architectural treatments consistent with the overall design of the structure.
4. Any building must have a front entrance way which faces Mather Street.

G. Lighting. Lighting shall be regulated by Chapter 44, Article V, Division 8, Green Bay Municipal Code.

H. Signage. All signs on the subject property shall conform to the standards as set forth within Chapter 30 of the Green Bay Municipal Code for the Varied Density Residential District (R3)

I. Access, Circulation, and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44 Article XVIII. Driveway entrance accessing the east-west alleyway separating Development Area A and B may have a throat entrance reduced to a minimum of 5 feet from the northern edge of pavement for said alley driveway.

J. Refuse and Mechanical Equipment. All refuse areas are to be enclosed and impervious to sight.

Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX.

K. Landscaping and Transitional Yards. Landscaping within the PUD area shall generally meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX with the following additional standards:

Development Area A; The minimum buffer yard setback along the western project shall be reduced to 22.5 feet. Buffer design shall maintain an opaque level not less than 100 percent on a year round basis.

Development Area B. The minimum size of the buffer area shall be 15 feet from the western property line.

L. Compliance with all the regulations of the Green Bay Municipal Code not covered under the PUD. If not covered as part of this PUD, the base zoning for the parcel shall be considered R-3.

M. Prior to the issuance of any building permits, stormwater management plans, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City.

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

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

jl:

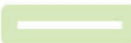
Attachments:

Exhibit A – Location Map

Exhibit B – Development Area Map

Exhibit C – Building Elevations



-  Proposed PUD
-  200' Property Owner Notice

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Zoning Petition (ZP 25-06)
Planned Unit Development Request (PUD)
Multi-Family Residential Proposal
306 and 308 Mather Street, 709 Alma Street,
301 James Street, 305 James Street,
307 James Street, and 309 James Street



FIRST FLOOR

(8) 1 BEDROOM UNITS

OFFICE / BUILDING MANAGER

LOUNGE / GAME ROOM / MULTI-PURPOSE

FITNESS

STORAGE / UTILITIES

CIRCULATION

SECOND AND THIRD FLOOR

(11) 1 BEDROOM UNITS

LOUNGE

STORAGE / UTILITIES

CIRCULATION

SECOND AND THIRD FLOOR PLANS 11,350 SF





NORTH ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"



