



AGENDA OF THE COMMON COUNCIL

TUESDAY, MAY 6, 2025, 6:00 PM

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

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

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

Or call in by phone: +1 312 626 6799

Meeting ID: 892 7469 6903

Passcode: 209710

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

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

- I. April 15, 2025.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Ordinances - Second Reading for Adoption.

- I. 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-SCI95-3, 22-SCI96, 22-

SCI98-I, 22-SCI99, 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(I), 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)

J. Report of the Improvement & Services Committee (April 30, 2025).

1. To approve the request by Antonino Bommarito (445 South Baird Street) for permission to park on-street overnight due to limited off-street parking spaces contingent upon parking occurring on Chicago Street away from the intersection.
2. To approve the request by Speedy Clean, Inc. to enter into a Master Hold Harmless Agreement for Sanitary Sewer Access for 2025.
3. To approve the request by Department of Public Works to award the Grandview Industrial Park Stormwater Pond design project to Ayres Associates, Inc. in the amount of \$49,096.
4. 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. Quinn & Son's Concrete Construction, LLC
- b. Melnarik Concrete, Inc.
- c. DeGroot Concrete, LLC
- d. Christensen Concrete
- e. Absolute Concrete, LLC
- f. Leon Construction & Concrete
- g. Ruesch Management, Inc.

2. Tree & Brush Trimmer

- a. Just Ask AI

3. Private Collector

- a. Waste Management

5. To approve the request by Parks, Recreation, and Forestry Department to not award contract PARKS I-25 TRIANGLE HILL SNOWMAKING IMPROVEMENTS.

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

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

L. Report of the Plan Commission (April 28, 2025).

1. To approve the request to vacate an alley between N. Broadway and Alma Street, submitted by the Community and Economic Development Department, NEW Community Shelter, Inc., Greg Krumholz, and Edwardo Martinez. (AV 25-01 Plan Commission Meeting April 28, 2025).
2. To approve the request for a Planned Unit Development to permit Industrial and Commercial uses at 2735 University Avenue, submitted by Tonya Wagner of Vierbicher on behalf of property owner New Ideal Properties, LLC. (ZP 25-11 Plan Commission Meeting April 28, 2025).
3. To approve the request for a Conditional Use Permit (CUP) to allow an electric vehicle fuel service station at 1240 Radisson Street, submitted by Michael Wieber, on behalf of Wattslots Properties LLC, property owner. (ZP 25-12 Plan Commission Meeting April 28, 2025).
4. To approve the request for the Planned Unit Development with the amended list of permitted uses as follows: residential, agricultural, retail, greenhouse, and educational uses at 3026 Nicolet Drive., submitted by Mark Valentine, applicant and property owner. (ZP 25-07 Plan Commission Meeting April 28, 2025).

M. Report of the Finance Committee. (April 29, 2025)

1. To approve the crossing guard service award to All City Management Services for an estimated amount of \$1,140,000 for a three-year contract, or \$380,000 per year effective June 1, 2025.
2. To approve up to \$75,000 of contingency funding to repair the water slides at the Joannes Aquatic Center.
3. To approve the hiring of Beson and Houle for \$56,200 to complete the necessary steel repairs on the water slides at the Joannes Aquatic Center.
4. To approve the request for a City resolution authorizing Investment Creations LLC to submit a Community Development Investment (CDI) grant application to the Wisconsin Economic Development Corporation (WEDC) for the proposed rehabilitation of 109 N. Adams St., 101 N. Adams St., and 227 E. Walnut St. (Parcels 12-118, 12-122, 12-119).
5. To approve a resolution to refund 2024 real estate taxes on parcel 21-4988 for Beth Wielgus (Conrad) at 811 Amberly Trail.

N. Report of the Park Committee (April 30, 2025).

1. To approve a sponsorship agreement with Children's Hospital and Health System, Inc. for a donation of \$20,000 towards Kid's Day on June 25th, 2025.
2. To approve hiring NES Ecological Services to conduct a prairie burn at He-Nis-Ra Park, contingent on the Fire Department's review and approval of the burn plan.

3. To approve the purchase of a 2025 New Holland L320 Skid Steer Loader from Gruett's Inc. for a total cost of \$51,500.

O. Report of the Personnel Committee (April 29, 2025).

1. To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Police Commander
2. To approve the request to reclassify an Arborist I position to Arborist II.
3. To approve the 2025-2027 labor agreement between the City of Green Bay and Amalgamated Transit Union, Local Division 857, Bus Operators.

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

4. To approve the request to reclassify 13 Conservation Corps federally grant funded positions to 13 seasonal positions due to the loss of federal grant funding.

P. Report of the Sustainability Commission.

1. Youth Engagement Work Group

Q. Report of the Equal Rights Commission

1. To hold until the next Equal Rights Commission meeting to revise Section 12-11 Equal Rights Commission of the City's Chapter 12, Civil Rights Ordinance.

R. Informational.

1. Municipal Court Report (March 2025)

S. Committee of the Whole.

1. Consideration with possible action on the approval of a Wisconsin Public Service utility easement at Perkins Park for the installation of the electric service to the new ballfield sports lighting.
2. Consideration with possible action on contracting with Wisconsin Public Service to install the electric service to the new ballfield lighting at Perkins Park for a total cost of \$62,478.12.

T. Resolutions.

1. Resolution Authorizing Conditional Use Permit at 1240 Radisson Street (ZP 25-12).
2. Resolution regarding Vacation of Public Alley between N. Broadway and Alma Street (AV 25-01).
3. Resolution authorizing cancellation of Real Estate Property Taxes for 811 Amberly Trail, Parcel# 21-4988.

4. Resolution authorizing transfer of contingency funds to repair water slides at Joannes Aquatic Center.
5. Resolution authorizing the submission of a Community Development Investment grant application for 109 N. Adams Street, 101 N. Adams Street and 227 E Walnut Street.

U. Ordinances - First Reading.

1. Zoning Ordinance No. 10-25
An Ordinance Zoning certain land located at 2735 University Avenue as a Planned Unit Development District (ZP 25-11)
2. Zoning Ordinance No. 11-25
An ordinance creating a Planned Unit Development (PUD) Overlay District for property located at 3026 Nicolet Drive (ZP 25-07)

V. Referral of Petitions & Communications.

W. Adjournment.

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

ZONING ORDINANCE NO. 07-25

AN ORDINANCE ZONING LAND ROUGHLY BOUNDED BY ALGOMA RD, SUSSEX RD, CHURCH RD, & BAY SETTLEMENT RD (PARCELS 22-106, 22-111, 22-120, 22-124, 22-SC195-3, 22-SC196, 22-SC198-1, 22-SC199, 22-SC204, & 22-SC208) AS A PLANNED UNIT DEVELOPMENT DISTRICT (PUD) (ZP 25-03)

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development Overlay District on the following described property (as shown on Exhibit A - Location Map):

Part of the Northeast 1/4 of the Southwest 1/4 and part of the Northwest 1/4 of the Southeast 1/4 and part of the Southeast 1/4 of the Southwest 1/4 and part of the Southwest 1/4 of the Southeast 1/4 of Section 13, T24N-R21E and part of the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 of the Northwest 1/4 and part of the Southwest 1/4 of the Northwest 1/4 and part of the Southeast 1/4 of the Northwest 1/4 of Section 24, T24N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the West 1/4 Corner of Section 13, T24N-R21E; thence S88°52'58"E, 2586.04 feet along the North line of the Southwest 1/4 of said Section 13 to the Point of Beginning; thence S88°52'58"E, 54.00 feet along said North line to the Center of Section 13, T24N-R21E; thence S88°53'03"E, 1010.24 feet along the North line of the Southeast 1/4 of said Section 13; thence S10°02'23"W, 391.61 feet along the West line of Lots 3 and 4 Certified Survey Map No. 2629, Brown County Records and Lots 1 and 2 Certified Survey Map No. 2137, Brown County Records; thence S27°21'07"W, 139.28 feet; thence S48°17'16"W, 271.46 feet along the West line of Lot 1 and Outlot 1 Certified Survey Map No. 2018, Brown County Records and Lot 1 Certified Survey Map No. 5083, Brown County Records; thence S26°44'34"W, 573.68 feet along the West line of said Certified Survey Map No. 5083, Brown County Records and Lot 2 Certified Survey Map No. 2684, Brown County Records and Lots 1 and 2 of the recorded plat of "Dutch View Estates" (Volume 18, Plats, Page 6, Document No. 1084901, Brown County Records); thence S18°07'27"W, 1063.07 feet along the West line of Lots 3, 4, 5, and 6 of said recorded plat of "Dutch View Estates" and The West line of the recorded plat of "Waterview Estates" (Volume 18, Plats, Page 67, Document No. 1125272, Brown County Records); thence N81°52'32"W, 127.77 feet; thence S1°02'23"W, 420.21 feet along the East line of the Southwest 1/4 of said Section 13 to the North 1/4 Corner of Section 24, T24N-R21E; thence N88°54'23"W, 150.24 feet along the North line of Lot 1 and 3 of Certified Survey Map No. 2473, Brown County Records and the North line of the Northwest 1/4 of said Section 24; thence S26°20'48"W, 255.73 feet along the West line of said Lot 3 of said Certified Survey Map No. 2473; thence S70°57'08"E, 189.51 feet along the South line of

said Lot 3; thence S27°54'55"W, 438.98 feet; thence S28°09'12"W, 587.34 feet along the West line of Certified Survey Map No. 2882, Brown County Records and its extension; thence S22°58'05"W, 347.20 feet; thence N83°11'52"W, 14.00 feet; thence S19°13'30"W, 481.54 feet; thence N88°50'29"W, 232.37 feet; thence S0°35'35"W, 574.50 feet along the West line of Lots 1, 3, and 4 of Certified Survey Map No. 3030 and the West line of the recorded plat "MC Calls Summit Lookout Condominium" (Volume 1, Plats, Page 343, Document No. 1157284, Brown County Records) to the Northerly Right of Way of Algoma Road A.K.A. (C.T.H. "I"); thence N89°13'04"W, 61.69 feet along said Northerly Right of Way; thence S81°42'30"W, 222.22 feet along said Right of Way; thence N89°13'04"W, 176.02 feet along said Right of Way; thence N0°46'56"E, 372.99 feet; thence N89°13'04"W, 262.52 feet; thence S0°46'56"W, 372.99 feet to said Northerly Right of Way; thence N89°13'04"W, 868.26 feet along said Northerly Right of Way; thence 18.79 feet along an arc with a 12.00 foot radius curve to the right whose long chord bears N44°23'23"W, 16.93 feet along said Northerly Right of Way and the Easterly Right of Way of Sussex Road; thence N0°28'05"E, 167.27 feet along said Easterly Right of Way; thence 189.26 feet along an arc with a 1465.00 foot radius curve to the right whose long chord bears N4°10'09"E, 189.13 feet along said Easterly Right of Way; thence 155.14 feet along an arc with a 1535.00 foot radius curve to the left whose long chord bears N4°58'30"E, 155.07 feet along said Easterly Right of Way; thence N29°51'35"E, 2370.70 feet along the East line of Outlot 5 of the recorded plat of "R.J. Vander Kelen's Shorewood Heights Sixth Addition" (Volume 22, Plats, Page 96, Document No. 2085407, Brown County Records); thence N29°53'34"E, 3006.68 feet along the East line of Outlots 1 and 2 of the recorded plat of "Thomas J. Juza's Shorewood Heights" (Volume 22, Plats, Page 79, Document No. 2075282, Brown County Records) and the East line of Outlots 5, 6, 7, 8, and 9 of the recorded plat of "Thomas J. Juza's Shorewood Heights First Addition" (Volume 22, Plats, Page 205, Document No. 2166910, Brown County Records) to the Point of Beginning. Parcel contains 7,317,856 square feet / 167.99 acres more or less, to the Centerline of Church Road.

SECTION 2. Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as it applies, the following conditions are imposed:

- A. PURPOSE AND INTENT. The Planned Unit Development (PUD) is being utilized to permit the development of a integrated low-density residential subdivision that includes a mix of single-family lot sizes, limited two-family uses, areas for multiple-family use, areas for neighborhood oriented commercial uses and permanent open spaces.
- B. DEVELOPMENT AREAS. The 168 acres of the subject property is broken into four land use areas as illustrated on Exhibit B-Use Map and described below. Each land use area will have distinct permitted uses and other land-use/dimensional regulations as outlined in this PUD.
 - 1. Single and two-family use area – approximately 114.8 acres or 68.5 percent of the subject property is designated for single-family use with limited two-family use lots permitted.

2. Multiple-family use area - approximately 17.8 acres or 10.5 percent of the subject property is designated for multiple-family uses.
3. Commercial use area - approximately 5.9 acres or 3.5 percent of the subject property is designated for commercial use.
4. Open space area - approximately 29.5 acres or 17.5 percent of the subject property is designated for conservation or passive recreational uses.

C. LAND-USE. The principal and accessory land uses which may be established and/or maintained on the subject property are as follows:

1. Single and two-family use area. Permitted uses within the area designated for single family uses and labeled “R-1 (60’)” and “R-1 (70)” on Exhibit C – Zoning Map are those identified within Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Low-Density Residential District (R-1).
 - a. Two-family uses shall also be permitted on nine lots as identified on Exhibit C – Zoning Map
2. Multiple-family use area. Permitted and conditional uses within the area designated for multifamily use labeled “R-3” on Exhibit C – Zoning Map are those identified within Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Varied Density Residential District (R-3).
3. Commercial use area. Permitted and conditional uses within the area designated for Commercial use labeled “C-1” on Exhibit C – Zoning Map are those identified within Green Bay Municipal Code, Chapter 44, Article VIII – Commercial Districts in the General Commercial District (C-1).
4. Open space area. Permitted uses within the area designated for Open Space on Exhibit B – Use Map are limited to permanent greenspace and passive recreational uses as deemed appropriate by the Green Bay Department of Parks, Recreation and Forestry .

D. DIMENSIONAL AND AREA REQUIREMENTS. Dimensional and area requirements shall meet the following regulations:

1. Lot Width and Area. The minimum lot width and lot area shall be regulated by use.
 - a. Commercial area: minimum lot width of 100 feet with minimum lot area of one-half acre.
 - b. Single and two-family areas: minimum lot width and area shall be regulated per Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Low-Density Residential District (R-1) with the following alterations:

- i. Lots located in the R-1 (60') area on Exhibit C – Zoning Map shall have a minimum lot width of 60 feet at the front property line with a minimum lot area of 6,000 square feet.
 - ii. Lots located in the R-1 (70') area on Exhibit C – Zoning Map shall have a minimum lot width of 70 feet at the front property line with a minimum lot area of 7,000 square feet.
 - c. Multiple-family areas: Minimum lot width and area in the R-3 area on Exhibit C – Zoning Map shall be regulated per Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Varied Density Residential District (R-3) with the following alterations:
 - i. Minimum street frontage for the central multiple-family area shall be 40 feet
 - ii. Minimum of two frontages with vehicle and pedestrian access shall be provided.
 - d. Open space areas: There shall be no minimum lot width or area associated with the open space areas designated for Open Space on Exhibit B – Use Map, however suitable access for public emergency service providers shall be provided as deemed appropriate by the Green Bay Police Department and the Green Bay Metro Fire Department.
- 2. Setbacks. Setbacks are established by use.
 - a. Commercial area: All setbacks shall be regulated per Green Bay Municipal Code, Chapter 44, Article VIII – Commercial Districts in the General Commercial District (C-1) as well as other relevant sections of the Green Bay Municipal Code.
 - b. Single and two-family areas: All setbacks shall be regulated per Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Low-Density Residential District (R-1) with the following alterations:
 - i. Front yard setbacks shall be a minimum of 20 feet for principal structures.
 - ii. Lots located in the R-1 (60') area on Exhibit C – Zoning Map shall have a reduced side yard setback of 5 feet for single-story principal structures.
 - c. Multiple-family areas: All setbacks shall be regulated per the Green Bay Municipal Code, Chapter 44, Article VI – Residential Districts in the Varied Density Residential District (R-3) as well as other relevant sections of the Green Bay Municipal Code.
 - d. Open space areas: All setbacks shall be regulated per the Green Bay Municipal Code, Chapter 44, Article XI – Conservation District as well as other relevant sections of the Green Bay Municipal Code.
- 3. Height. Maximum building heights shall be regulated by use.

- a. Structures associated with commercial uses: maximum height is 40 feet or 3 stories, whichever is less.
 - b. Single-family and two-family dwellings: maximum height is 35 feet or 2.5 stories, whichever is less.
 - c. Structures associated with multiple-family development: maximum height is 35 feet or 3 stories, whichever is less.
 - d. Structures associated with open space uses: maximum height is 25 feet or 1 story, whichever is less.
- 4. Impervious Surface. Maximum impervious surface coverage shall be regulated by use.
 - a. Commercial area: maximum impervious surface including all buildings, drives, walks, etc. is 80% of lot area.
 - b. Single-family and two-family dwellings: maximum impervious surface including all buildings, drives, walks, etc. is 60% of lot area.
 - c. Multiple-family use area: maximum impervious surface including all buildings, drives, walks, etc. is 70% of lot area.
 - d. Open space areas: maximum impervious surface including all buildings, drives, walks, etc. is 20% of lot area.
- E. STORM WATER MANAGEMENT AND GRADING PLAN. A storm water management and grading plan meeting the standards established by the Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits.
 - 1. The storm water management and grading plan shall be comprehensive and take into account expected build-out of the entire PUD area as depicted on Exhibit A – Location Map.
 - a. With approval of the Department of Public Works, this requirement may be adjusted to address only storm water management needs of the specific development area for which development is proposed.
 - 2. Stormwater management facilities should function not only as a utility but also as an integral site amenity.
 - a. Green infrastructure and sustainable stormwater management practices are encouraged to be utilized throughout the site.
 - b. Traditional stormwater facilities shall be designed with landscaping providing human-scale interest and incorporating native plant species where possible.
- F. SIGNAGE. Signage throughout the PUD area shall be regulated as follows:
 - 1. Signage for the commercial area shall be regulated as the General Commercial (C1) District per the Green Bay Municipal Code, Chapter 30, Article II.
 - 2. Signage for single-family and two-family dwelling areas shall be regulated as the R-1 Low Density District per the Green Bay Municipal

Code, Chapter 30, Article II.

3. Signage for the multiple-family use areas shall be regulated as the R-3 Varied Density District per the Green Bay Municipal Code, Chapter 30, Article II.
4. Signage for the open space areas shall be regulated limited to that signage considered exempt in the Green Bay Municipal Code, Chapter 30, Article II, Section 30-6.

- G. REFUSE AND MECHANICALS. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX, Division 3, Section 44-1917.
- H. ACCESS AND PARKING. Parking requirements shall be regulated by specific use per the Green Bay Municipal Code, Chapter 44, Article VIII.
- H. LIGHTING. Lighting throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article V, Division 8.
- I. LANDSCAPING. Landscaping throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX.
- J. ACCESS AND CIRCULATION. Access and circulation for automobile and pedestrian traffic shall be established in substantial conformity with Exhibit C – Use Map.
 1. All roadways shall be dedicated to the public and shall provide public sidewalks as regulated within Green Bay Municipal Code, Chapter 36-Subdivisions, Article VII – Design Requirements.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit, and the plans identified therein, had been set forth in its entirety in the body of this ordinance.

SECTION 5. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

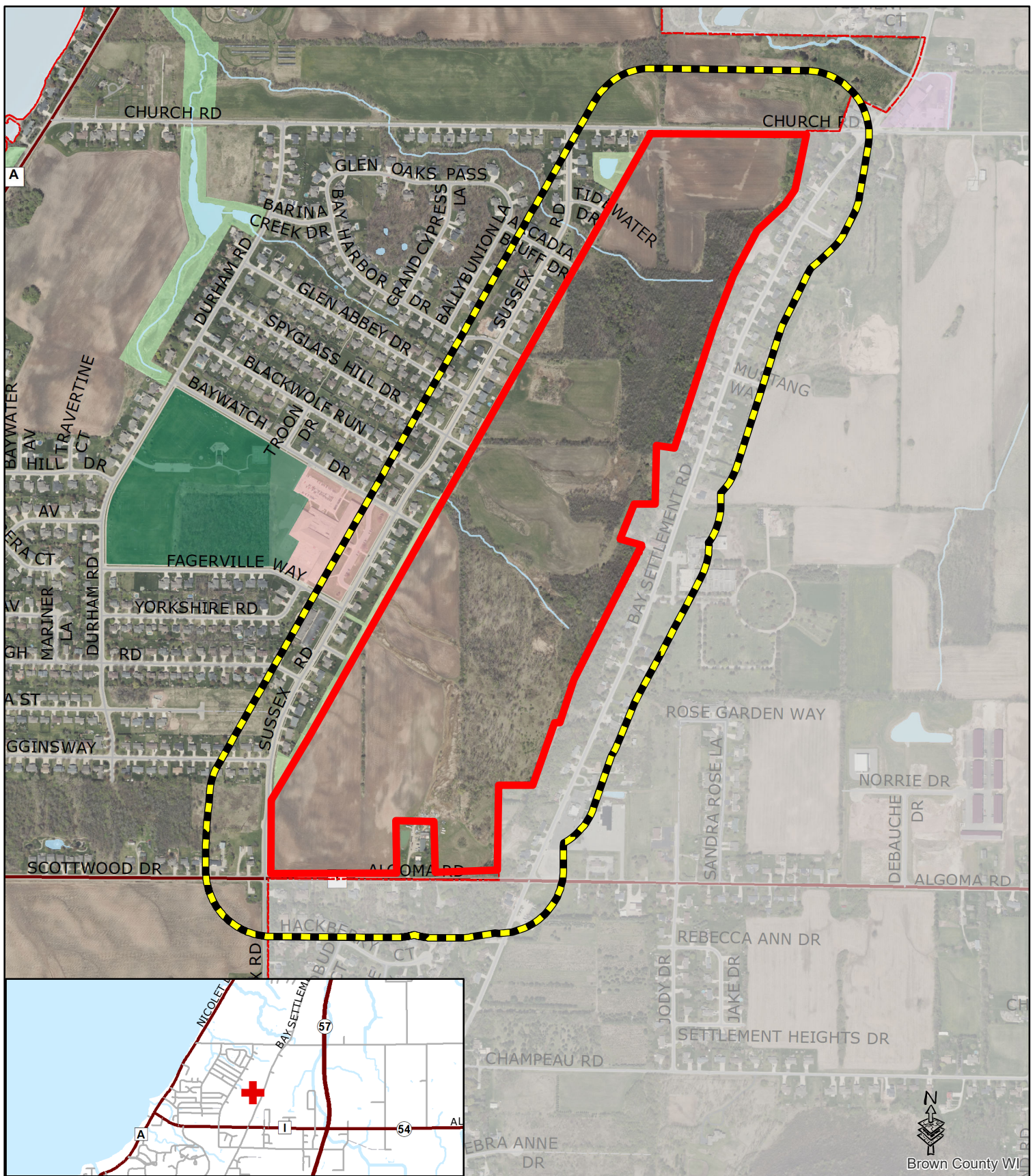
db:

Attachments:

Exhibit A - Location Map

Exhibit B – Use Map

Exhibit C – Zoning Map



- Proposed PUD
- 400' + Property Owner Notice
- Town of WScott

EXHIBIT A - LOCATION MAP

Zoning Petition (ZP 25-03) Proposed Planned Unit Development (PUD)

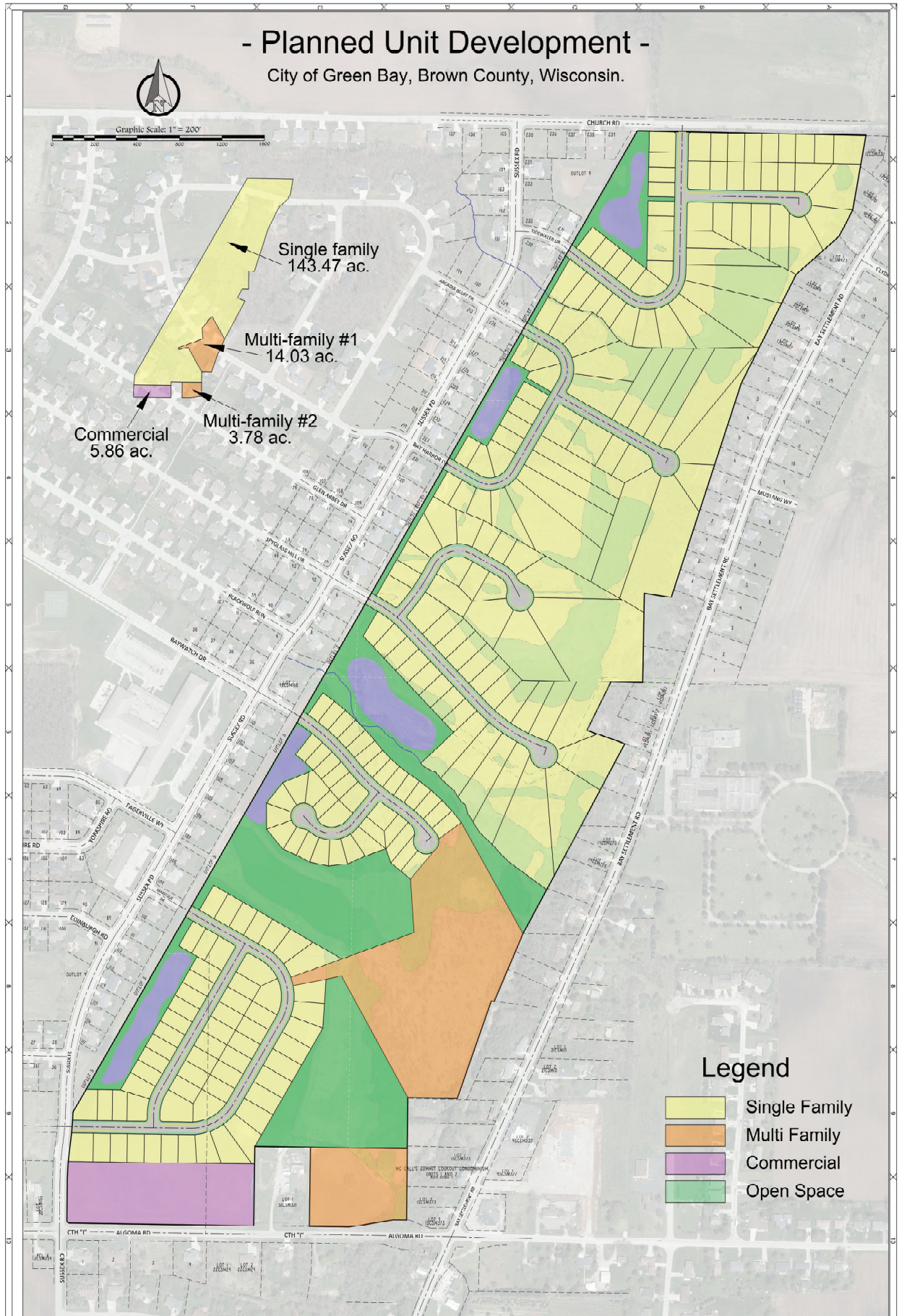
This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.



EXHIBIT B - USE MAP

- Planned Unit Development -

City of Green Bay, Brown County, Wisconsin.



PROJECT NO.
T-6818
SHEET NO.
1 OF 4
DRAWING NO.
S-33392

MOSKI Corp.

File: T-6818.dwg 05/02/2019

vierbicher
planners | engineers | advisors



400 Security Blvd Ste 1, Green Bay, WI, (920) 434-0670

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

Date: 05/02/2019

Project: Moski Corp.

SCALE
1" = 200'
DRAWN BY
BAM

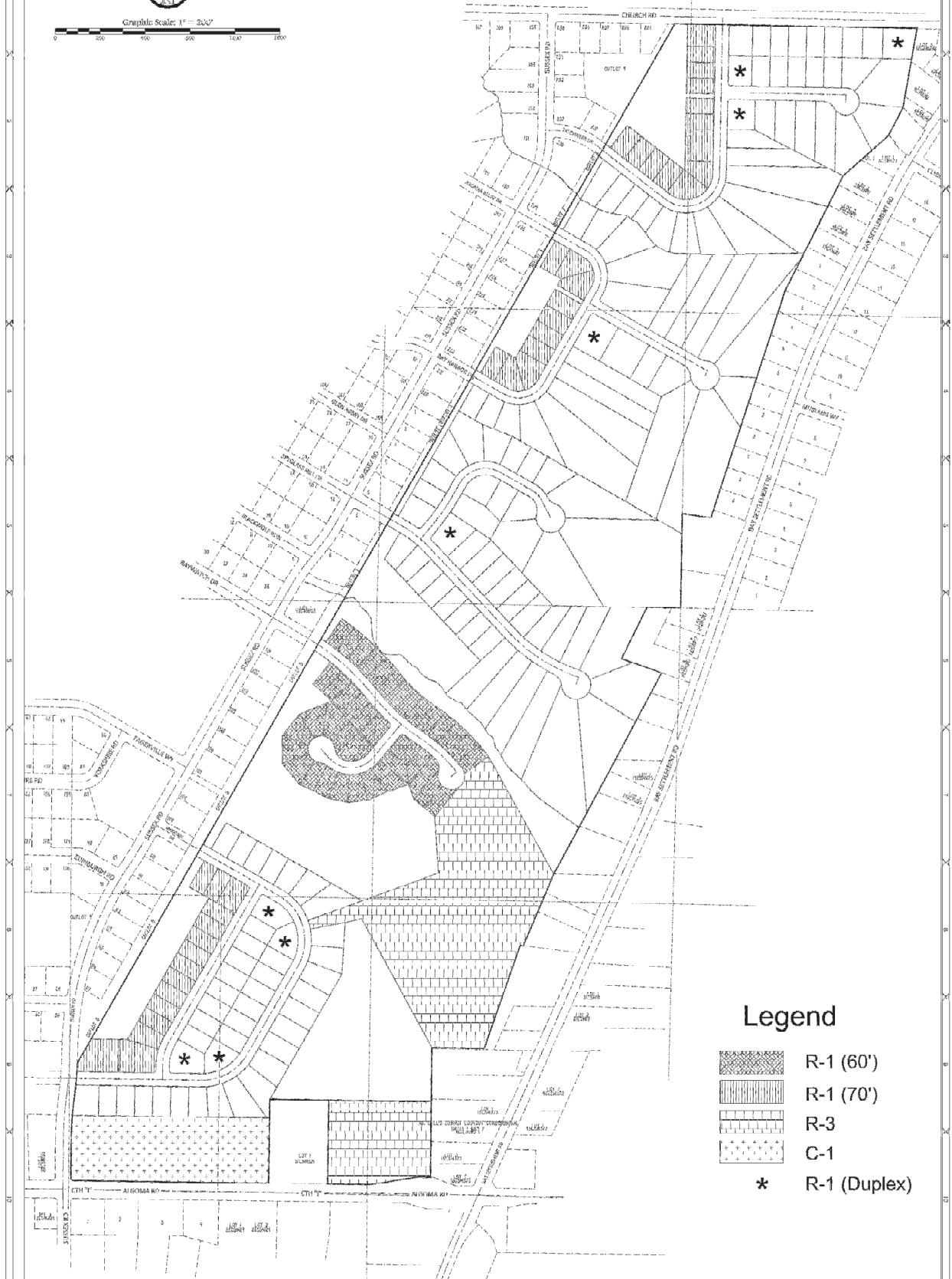
EXHIBIT C - ZONING MAP

- 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

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







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

MEETING DATE

May 6, 2025

PREPARED BY

AGENDA ITEM # J.1

To approve the request by Antonino Bommarito (445 South Baird Street) for permission to park on-street overnight due to limited off-street parking spaces contingent upon parking occurring on Chicago Street away from the intersection.

BACKGROUND

445 South Baird Street is a new single-family house located on the NE corner of Baird and Chicago Streets. The house is nearing completion of construction, and it appears the owner/occupant has moved in. The owner/occupant has two (2) vehicles. The driveway can accommodate one (1) vehicle between the sidewalk and garage. Owner was recently denied a zoning/building variance to widen the driveway due to limited space and geometry of the house and parcel. The house has a basement that contains two (2) bedrooms and a family room. The owner states the garage is needed for storage. So, there is not room to park two vehicles off-street.

RECOMMENDATION

Parking Division recommends this request for overnight on-street parking be approved per the following terms:

1. Vehicle is allowed to park only on the Chicago Street side of the property adjacent to the property
2. Overnight on-street parking will not be allowed on the Baird Street side of the property
3. Vehicle must park as far east of the Chicago/Baird Street intersection so minimize traffic issues at the STO controlled intersection
4. Approval is good through December 31, 2025
5. Resident must renew overnight on-street parking variance annually

FISCAL IMPACT

ATTACHMENTS

- I. Special Parking Permission Form Fillable PDF

SPECIAL PARKING PERMISSION FORM
City of Green Bay Parking Division



Date Requested: 04/23/25 Staff Assisting with Request: EJNS

Requester: Antonino Bommarito (715) 304-6062 bomma131@gmail.com
First & Last Name Phone # Email

Home Address: 445 S. Baird Street, Green Bay, WI 54301

Location of Special Permission (if different): N/A

Special Permission Requested: Park silver Kia Forte with License Plate #943UZZB
overnight on-street in front of home for the remainder of the year

Hardship/Reason for Request: Resident has two vehicles and only one parking stall in the driveway.
He has applied for a variance for driveway expansion and was denied.

License Plate(s) (if applicable): 943UZZB _____

I&S Committee Meeting Date: April 30, 2025 Was it recommended for approval? ☐ No ☐ Yes

City Council Meeting Date: May 6, 2025 Was it approved? ☐ No ☐ Yes

Action Taken:

- ☐ Hangtags created _____
- ☐ Entered on Teamup calendar
- ☐ Entered on "Allow" list in Opsman
- ☐ Parker will complete "Overnight Parking Request Form" online or will call automated night parking permission phone line for each occurrence.



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

MEETING DATE

May 6, 2025

PREPARED BY

AGENDA ITEM # J.2

To approve the request by Speedy Clean, Inc. to enter into a Master Hold Harmless Agreement for Sanitary Sewer Access for 2025.

BACKGROUND

Utilities that install underground facilities within the public right-of-way run the risk of conflict with existing underground utilities resident within the same right-of-way. These utility companies will often contract with a service provider to access City sanitary sewers for the purpose of locating both sanitary mains and private lateral to avoid the potential for cross-bore damage. Speedy Clean, Inc. has been performing work with in the City right-of-way for utility companies since 2019. In addition to avoiding damage to existing utilities, providers accessing City sanitary sewers for this purpose provide the City with additional Closed Circuit Television (CCTV) inspection of our sewers, potentially identifying problem spots within our system in addition to routine inspection performed by in-house staff.

RECOMMENDATION

Staff recommends approval.

FISCAL IMPACT

None

ATTACHMENTS

- I. Speedy Clean Inc-Sewer Access 2025 Master HHA



HOLD HARMLESS AGREEMENT - SEWER ACCESS

THIS AGREEMENT is made in the City of Green Bay, Brown County, Wisconsin, by and between the CITY OF GREEN BAY, A WISCONSIN MUNICIPAL CORPORATION (hereinafter "CITY"), and Speedy Clean Inc. (hereinafter "CONTRACTOR").

WHEREAS, CONTRACTOR wishes to conduct an inspection of the sewer main(s) and sewer lateral(s) in the street(s) identified on the attached plan sheet(s), in the City of Green Bay commencing the 7th day of May, 2025; and

WHEREAS, the inspection conducted by CONTRACTOR will involve the use of Closed Circuit Television (CCTV) which will be inserted into the sewer main(s) and sewer lateral(s); and

WHEREAS, CONTRACTOR wishes to place vehicles and equipment in the CITY right-of-way located in the vicinity of the street(s) identified on the attached plan sheet(s);

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the parties herein, it is hereby agreed as follows:

1. CITY grants to CONTRACTOR permission to use CCTV to inspect the sewer main(s) and sewer lateral(s) identified on the attached plan sheet(s) commencing the 7th day of May, 2025, and ending the 26th day of April, 2024.
2. CITY grants to CONTRACTOR permission to place its equipment and vehicles in the vicinity of the street(s) identified on the attached plan sheet(s) commencing the 16th day of April 2024, and ending the 10th day of May, 2025, in accordance with the terms and conditions of the City of Green Bay Street Obstruction Permit (granted separately).
3. CONTRACTOR shall submit plan sheet(s) of the area identifying all streets impacted and points of entry to the sewers, a list of all property owners to be notified, and any other information requested by the Department of Public Works.

4. CONTRACTOR shall present to the CITY a Certificate of Insurance with coverage and minimum policy limits as follows:

A. General Liability:

1. Commercial General Occurrence policy edition 2006 or 2010, including:

- a. Premises and Operations
- b. Products and Completed Operations
- c. Advertising and Personal Injury
- d. Explosion, Collapse and Underground Hazard coverage
- e. Contractual Insurance in writing under General Liability
- f. Broad Form Property Damage
- g. Coverage for Independent Contractors
- h. Care, Custody and Control coverage for City-owned materials at worksite
- i. Endorsement naming the City of Green Bay, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

2. Bodily Injury/Property Damage Combined Single Limits:

- | | |
|--|-------------|
| a. Per Occurrence | \$1,000,000 |
| b. Products/Completed Operations Aggregate | \$2,000,000 |
| c. Personal Injury/Advertising Injury | \$1,000,000 |
| d. Fire Damage Limit | \$50,000 |
| e. Medical Payments Limit | \$5,000 |
| f. General Aggregate | \$2,000,000 |

B. Automobile Liability:

1. Coverage must include the following extensions:

- a. All Owned Autos
- b. All Hired Autos
- c. All Non-owned Autos
- d. Mobile Equipment
- e. Specialized Equipment
- f. Contractual Insurance
- g. Uninsured Motorist to Limit of Policy
- h. Additional Insured Endorsement naming City of Green Bay, its employees, agents and assigns.

2. Combined Single Limit/Bodily Injury and Property:

- | | |
|-----------------------------------|-------------|
| a. Damage per person per accident | \$1,000,000 |
| b. Uninsured Motorists: | |

i: Per person	\$25,000
ii. Per accident	\$50,000

C. Workers' Compensation and Employers' Liability Insurance:

1. Workers' Compensation:

a. Per accident	\$1,000,000
b. Disease policy limit	\$1,000,000
c. Disease each employee	\$1,000,000

2. Employers' Liability: \$1,000,000

D. Contractor's Pollution Liability (Occurrence Basis): CONTRACTOR shall have a minimum liability limit of one million dollars (\$1,000,000), which must include coverage for natural resources damage, waiver of subrogation, and transportation, loading and unloading coverage.

E. Umbrella Liability: CONTRACTOR shall provide five million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability, and Automobile Liability.

The CITY, its officials, employees, and agents shall be named as "Additional Insured" on all policies which are listed in this section. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured whether other available coverage is primary, contributing or excess. This contract shall include an endorsement stating the following:
Written Notice of Cancellation or Non-Renewal shall be sent to:

City of Green Bay
Attn: Risk Management
100 North Jefferson Street
Green Bay, WI 54301-5006

Said Certificate of Insurance shall be attached hereto and incorporated herein by reference.

5. CONTRACTOR shall have a confined space entry program that meets or exceeds the requirements found in 29 CFR 1910.146.

6. CONTRACTOR hereby agrees to indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of CONTRACTOR or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

CONTRACTOR shall reimburse the CITY, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that CONTRACTOR employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be CONTRACTOR'S responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

7. CONTRACTOR is solely responsible for placement, removal, repair or maintenance of said equipment and vehicles.

8. CONTRACTOR shall submit all post inspection records of sewer main and laterals and any records of sewer cleaning, if applicable, to CITY within two weeks of completing the work.

9. All damage to CITY and/or Private facilities shall be assumed to be caused by CONTRACTOR, unless the damage is reported to CITY by CONTRACTOR at the time of inspection.

10. This Agreement may be Amended only during the calendar year in which it has been granted.

11. This Agreement and permission granted may be revoked at any time by the CITY, upon written notice to CONTRACTOR.

SPEEDY CLEAN, INC.

Name of Contractor

Dated: _____, 20__

By: _____

PRINT OR TYPE NAME OF AUTHORIZED ABOVE

STATE OF WISCONSIN)
)ss.
COUNTY OF BROWN)

Personally appeared before me this _____ day of _____, 20__, the above-named _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

PRINT OR TYPE NAME OF NOTARY ABOVE
Notary Public, _____ County, WI
My Commission Expires: _____

CITY OF GREEN BAY

Dated: _____, 20__

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jefferys, City Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF BROWN)

Personally appeared before me this _____ day of _____, 20__, the above-named Eric Genrich, Mayor, and Celestine Jefferys – City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

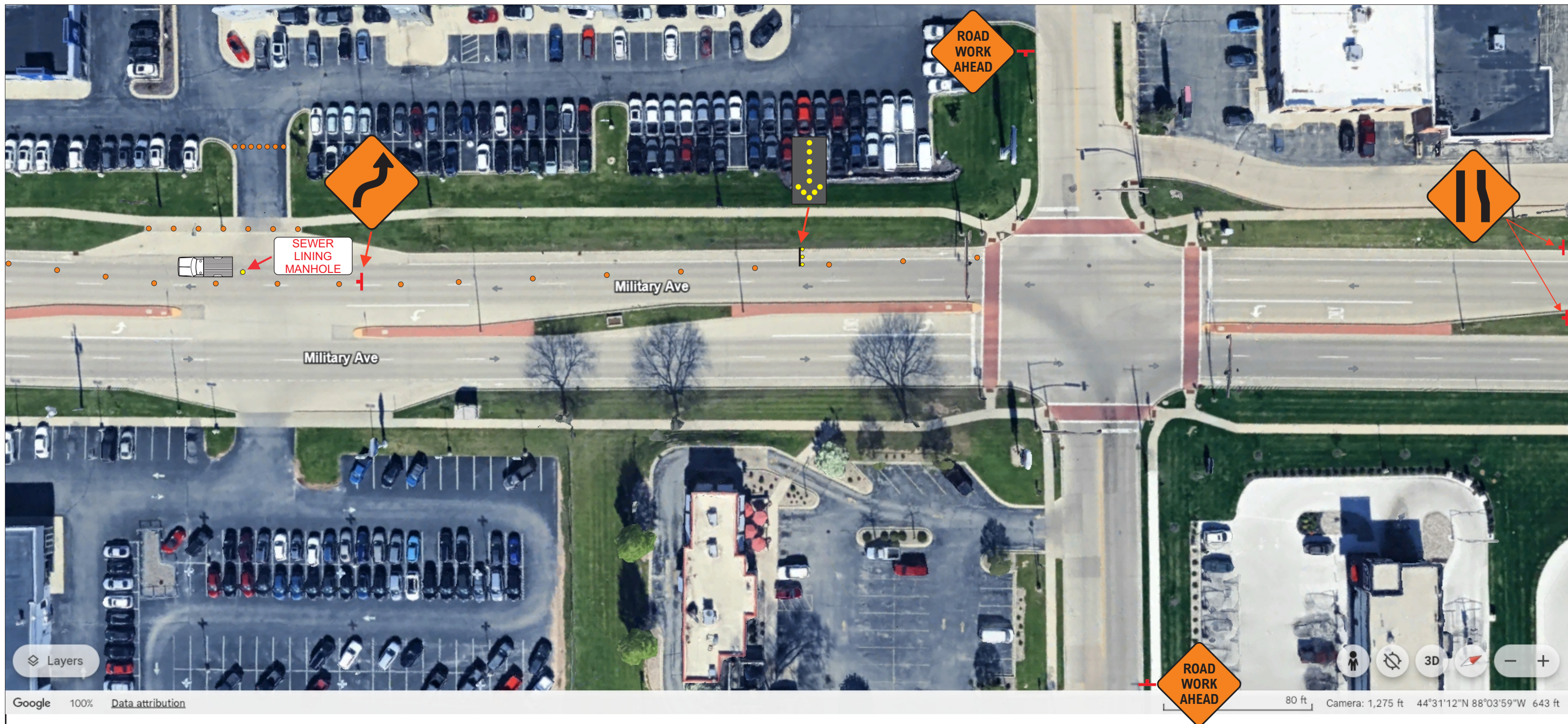
PRINT OR TYPE NAME OF NOTARY ABOVE
Notary Public, Brown County, WI
My Commission Expires: _____

This instrument was drafted by: Steven M. Grenier, P.E. – Director of Public Works

Attachments: List of Streets and Map

ATTACHMENT 1 OF 1

MILITARY AVENUE 6TH STREET TO 7TH STREET
1626 7TH STREET



Owner	CITY OF GREEN BAY	
Project Name	Project Number	
SEWER TELEVISIONING & LINING	N/A	
Prime Contractor	Traffic Control Contractor	
SPEEDY CLEAN & DRAIN	Warning Lites of Appleton, Inc.	
Phone	Sheet Number	Date
920-725-0757	1	04/10/2025
Prepared By	Lance G Mauel	



START DATE & TIME
04/14-15/2025

DURATION:

GENERAL NOTES:

THIS TRAFFIC CONTROL PLAN IS FOR INFORMATIONAL PURPOSES ONLY.
TRAFFIC CONTROL PLAN IS NOT TO SCALE.
WARNING LITES OF APPLETON, INC. ASSUMES NO LIABILITY FOR LAYOUT
& SETUP OF ACCEPTED TRAFFIC CONTROL PLAN.
THE CITY OF GREEN BAY DECIDES FINAL APPROVAL OF TRAFFIC CONTROL
PLAN. ADVANCED WARNING SIGNS WILL BE MOUNTED ON PORTABLE SUPPORTS.
THE EXACT NUMBER, LOCATION, AND SPACING OF ALL SIGNS AND DEVICES.
SHALL BE ADJUSTED TO FIT FIELD CONDITIONS AS APPROVED BY THE ENGINEER.

SIGN SYMBOL

 DRUM WITH/WITHOUT LIGHT

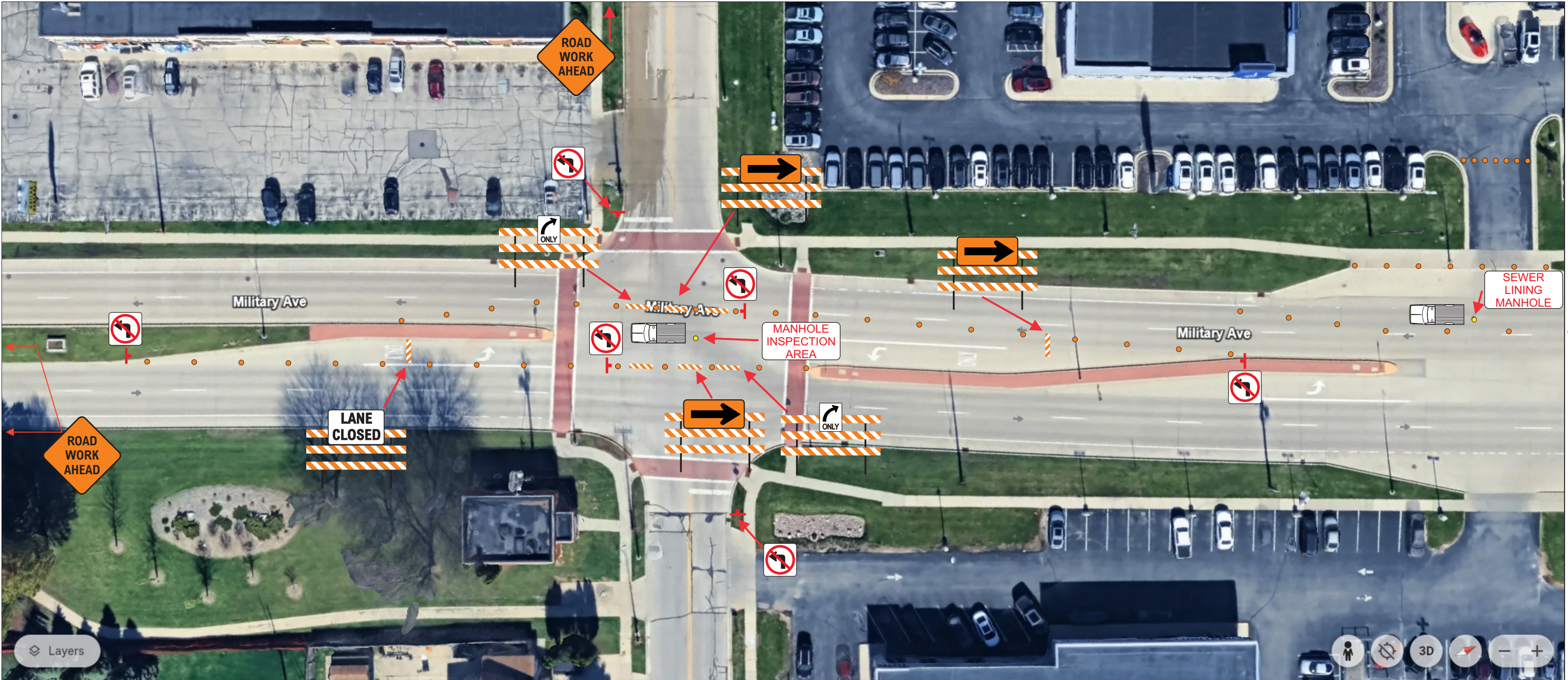
 TYPE III BARRICADE

➔ DIRECTION OF TRAFFIC

Owner	CITY OF GREEN BAY	
Project Name	Project Number	
SEWER TELEVISIONING & LINING	N/A	
Prime Contractor	Traffic Control Contractor	
SPEEDY CLEAN & DRAIN	Warning Lites of Appleton, Inc.	
Phone	Sheet Number	Date
920-725-0757	1	04/10/2025
Prepared By	Lance G Mauel	



Warning Lites TRAFFIC SAFETY & SUPPLY 1-920-725-0757 "Safety Is Our Business" 920-725-0757 www.warningliteswi.com	START DATE & TIME	GENERAL NOTES: THIS TRAFFIC CONTROL PLAN IS FOR INFORMATIONAL PURPOSES ONLY. TRAFFIC CONTROL PLAN IS NOT TO SCALE. WARNING LITES OF APPLETON, INC. ASSUMES NO LIABILITY FOR LAYOUT & SETUP OF ACCEPTED TRAFFIC CONTROL PLAN. THE CITY OF GREEN BAY DECIDES FINAL APPROVAL OF TRAFFIC CONTROL PLAN. ADVANCED WARNING SIGNS WILL BE MOUNTED ON PORTABLE SUPPORTS. THE EXACT NUMBER, LOCATION, AND SPACING OF ALL SIGNS AND DEVICES. SHALL BE ADJUSTED TO FIT FIELD CONDITIONS AS APPROVED BY THE ENGINEER.	SIGN SYMBOL DRUM WITH/WITHOUT LIGHT TYPE III BARRICADE DIRECTION OF TRAFFIC	Owner	CITY OF GREEN BAY				
				Project Name	SEWER TELEVISIONING & LINING	Project Number	N/A		
				Prime Contractor	SPEEDY CLEAN & DRAIN	Traffic Control Contractor	Warning Lites of Appleton, Inc.		
				Phone	920-725-0757	Sheet Number	2	Date	04/10/2025
				DURATION:		Prepared By	Lance G Mauel		



LEFT LANE CLOSURE WEAVE AT 7TH STREET
WILL BE REQUIRED FOR THE FIRST DAY





Warning Lites
Of Appleton, Inc.
TRAFFIC SAFETY & SUPPLY
1-920-725-0757
"Safety Is Our Business"
920-725-0757 www.warningliteswi.com

START DATE & TIME	04/14-15/2025
DURATION:	

GENERAL NOTES:
THIS TRAFFIC CONTROL PLAN IS FOR INFORMATIONAL PURPOSES ONLY. TRAFFIC CONTROL PLAN IS NOT TO SCALE. WARNING LITES OF APPLETON, INC. ASSUMES NO LIABILITY FOR LAYOUT & SETUP OF ACCEPTED TRAFFIC CONTROL PLAN. THE CITY OF GREEN BAY DECIDES FINAL APPROVAL OF TRAFFIC CONTROL PLAN. ADVANCED WARNING SIGNS WILL BE MOUNTED ON PORTABLE SUPPORTS. THE EXACT NUMBER, LOCATION, AND SPACING OF ALL SIGNS AND DEVICES. SHALL BE ADJUSTED TO FIT FIELD CONDITIONS AS APPROVED BY THE ENGINEER.

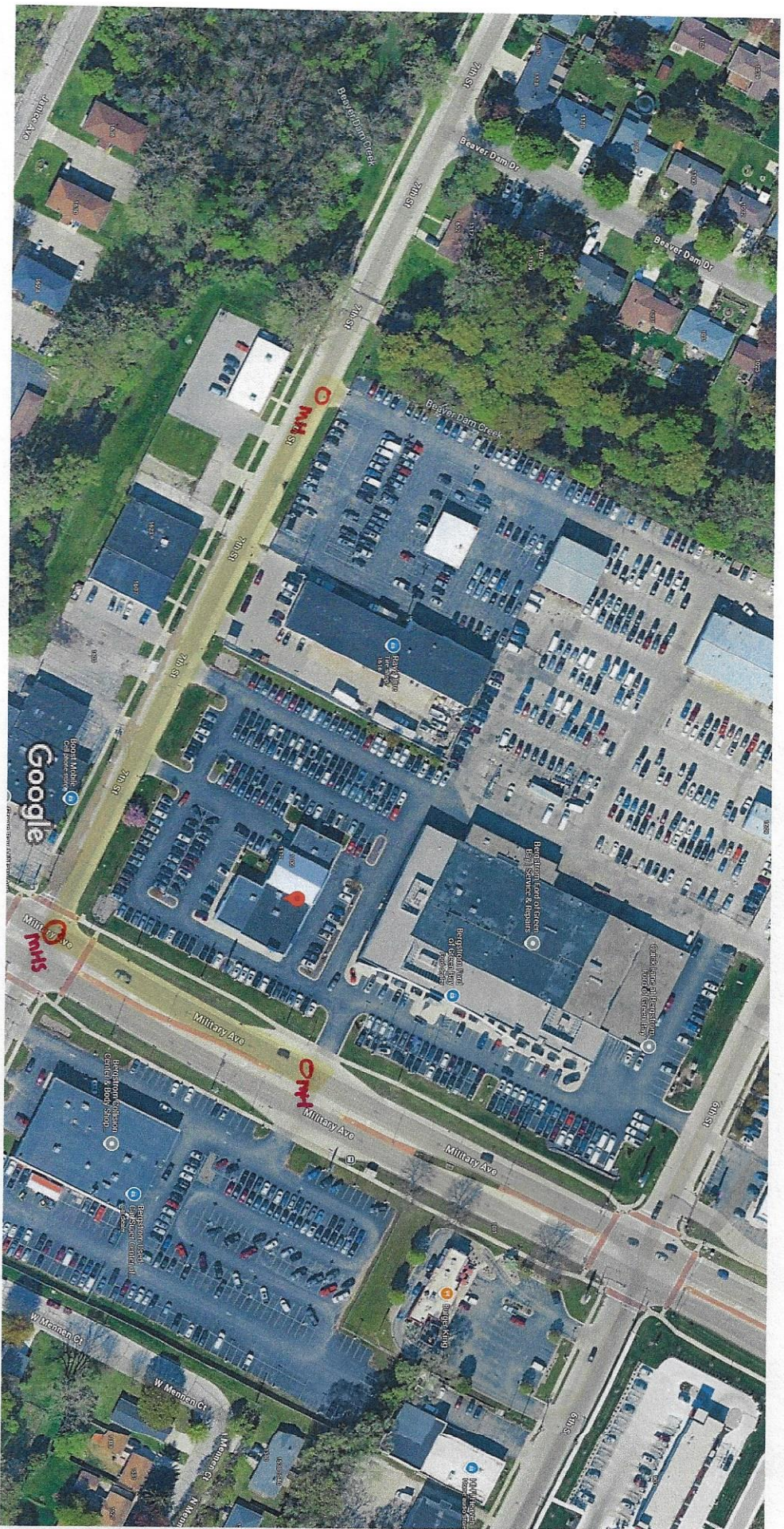
- SIGN SYMBOL
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TYPE III BARRICADE
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DIRECTION OF TRAFFIC

Owner	CITY OF GREEN BAY		
Project Name	SEWER TELEVISIONING & LINING	Project Number	N/A
Prime Contractor	SPEEDY CLEAN & DRAIN	Traffic Control Contractor	Warning Lites of Appleton, Inc.
Phone	920-725-0757	Sheet Number	3
		Date	04/10/2025
Prepared By	Lance G Mael		





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

MEETING DATE

May 6, 2025

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

To approve the request by Department of Public Works to award the Grandview Industrial Park Stormwater Pond design project to Ayres Associates, Inc. in the amount of \$49,096.

BACKGROUND

The Community and Economic Development Department has requested the Department of Public Works develop a regional pond to service the Grandview Industrial Park to incentivize potential development within the Grandview Industrial Park. The City requested proposals from several consultants for engineering services related to the design the pond. The City evaluated the proposals based on experience, qualifications, approach and cost. The City selected Ayres Associates, Inc. to award the contract to.

RECOMMENDATION

To approve the award of the Grandview industrial Park Stormwater Pond design project to Ayres Associates, Inc. in the amount of \$49,096.

FISCAL IMPACT

The cost of the contract is \$49,096. This project is funded by TID 25.

ATTACHMENTS

- I. Ayres_Green Bay Grandview Industrial Park Stormwater Pond_Reduced

Grandview Industrial Park Regional Stormwater Pond

City of Green Bay

April 11, 2025

April 11, 2025

Ciara Urbanek, Utility Engineer
Room 300, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

Re: RFP – Professional Engineering Services for the Grandview Industrial Park Regional Stormwater Pond

Dear Ms. Urbanek and Selection Committee:

Ayres offers you the most efficient path to completing a stormwater pond for the Grandview Industrial Park for the City of Green Bay. Meeting the City's schedule and offering cost-effective solutions are also important elements in making this project successful. We have served Wisconsin cities and communities like yours since our founding in 1959, providing efficient, comprehensive civil engineering, roadway design, sanitary, stormwater, and utility design, and construction management and oversight services.

Here's what makes us a good fit to serve the City of Green Bay:

- **Local Knowledge:** With our local office here in Green Bay for 50 years, our staff are familiar with the area and up to speed with the needs of the City and your design requirements. We look forward to continuing our long partnership with the City.
- **Familiarity with Stormwater Management and Design:** The staff professionals assigned to your project have completed several regional stormwater management designs that incorporate ponds. We understand that providing stormwater management on development projects is essential in providing clean water and peak flow reductions within the City.
- **Experts in Stormwater and Site Design:** The design team identified for this project has completed numerous complex stormwater pond and management projects and has the expertise to efficiently complete the Grandview Industrial Park Regional Stormwater Pond design.
- **Fair Value:** This goes beyond fair market pricing for services and accurate and timely billing; it also means adopting policies and procedures that are responsive, client-friendly, and adaptable. We have long exercised the practice of project flexibility, thereby minimizing project expense for all associated parties.

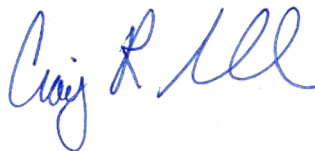
We acknowledge Addendum 1 issued by the City on 04/07/2025.

Thank you for considering Ayres' qualifications. If you have any questions or need more information, please contact me.

Sincerely,
Ayres Associates Inc.



Trace A. Hubbard, Project Manager
Direct: 920.327.7834 | Cell: 920.309.2336
HubbardT@AyresAssociates.com



Craig R. Schuh, Manager – Engineering Services
Direct: 920.327.7845 | Cell: 920.366.0970
SchuhC@AyresAssociates.com



Ayres' Green Bay Office

Firm Details

Main Office:

Ayres Associates Inc.
3433 Oakwood Hills Parkway
Eau Claire, WI 54701-7698
715.834.3161

Green Bay (local) Office:

700 Pilgrim Way, Suite 180
Green Bay, WI 54304
920.498.1200

Contact:

Trace Hubbard, Project Manager
920.327.7834

Website:

www.AyresAssociates.com

Years in Business:

65 (since 1959)

Employees:

386 (company), 57 (local office)

Firm History

By the very nature of his work, our founder Owen Ayres was dedicated to the details.

A structural engineer, Owen knew anything he set out to build was only as sturdy and reliable as its foundation – and that, combined with ingenuity, integrity, and intelligence, is what made the difference between a structure destined to fail and a structure sure to last.

In 1959, Owen founded Ayres atop a steadfast foundation of honesty, innovation, and good old-fashioned hard work – and a vision for a firm that revolved around strong, reliable partnerships.

From strong, thoughtful design comes lasting structure – and with our unshakable foundation of ingenuity, integrity, and intelligence, we're built to continue Owen's legacy for decades to come. With a team of nearly 400 innovative problem-solvers in 12 locations nationwide, we stand with integrity behind thousands of projects that strengthen communities and our country's infrastructure, economy, and environment.

Clients notice our project managers' ability to translate and transform every detail into actionable, understandable, smoothly coordinated pieces of a successful project.

Ayres Services:

- Civil + Municipal Engineering
- Structural Design + Inspection
- Surveying + Aerial Mapping
- Transportation
- Environmental
- Architecture
- Water Resources + River Engineering
- Landscape Architecture
- Planning + Development
- Mechanical, Electrical, Plumbing

Our Core Values

Smart, Creative Solutions | Clients As Partners |
Business with Integrity | Challenge, Support, and Recognize
our Employee Owners | Commitment to Community

Green Bay staff:

57 total staff, including:

- 7 PEs in municipal engineering and 4 technical staff who support the 7 PEs
- 11 PEs in transportation engineering, including 2 structural engineers, 3 construction observation engineers, and 1 traffic engineer; also 8 technical staff who support the 11 PEs
- 2 certified bridge inspectors (Cory Thomson and Kris Olson)
- 3 stormwater/water resources PEs

Municipal/Engineering staff outside Green Bay:

345 total staff, including:

- 15 PEs in municipal engineering and 14 technical staff who support the 15 PEs
- 34 PEs in transportation engineering, including 11 structural engineers, 3 construction observation engineers, and 3 traffic engineers; also 27 technical staff who support the 34 PEs
- 9 certified bridge inspectors and 11 assistant inspectors and other support staff
- 19 stormwater/water resources PEs and 23 technical staff who support the 19 PEs

Ayres functions as the primary engineer for 23 municipalities in Wisconsin; is one of multiple engineering service providers for 47 other communities in Wisconsin; and provides such services periodically to many more communities. In this role, we provide engineering services for municipal projects ranging from downtown planning to street and utility reconstruction to business park and residential subdivision development. Communities are listed below with the year Ayres was designated the primary engineer or the year when Ayres became one of the community's primary providers.

Those in bold are served by the Green Bay office.

City of Hayward – since 2006

City of Medford – since 1995

City of Mellen – since 2018

City of Phillips – since 1990

City of Stanley – since 2021

City of Washburn – since 2020

Village of Crivitz – since 2019

Village of Edgar – since 2020

Village of Fall Creek – since 2022

Village of Forestville – since 2005

Village of Lena – since 2007

Village of Plum City – since 2006

Village of Pound – since 2021

Village of Prentice – since 1991

Village of Reedsville – since 2005

Village of Roberts – since 1995

Village of Solon Springs – since 2006

Village of Suamico – since 2006

Town of Brothertown – since 2018

Town of Red River – since 2020

Town of Star Prairie – since 2005

Ayres is not exclusive but is a primary engineering service provider for:

City of Alma – since 1999

City of Altoona – since 2013

City of Antigo – since 2001

City of Ashland – since 2000

City of Colby – since 2006

City of Cumberland Municipal Utilities – since 2007

City of Delavan – since 2000

City of Eau Claire – since 1960s

City of Gillett – since 2020; with consistent project work since 2000

City of Green Bay – since 2000

City of Greenfield – since 2013

City of Independence – since 1990

City of Janesville – since 2008

City of Kenosha – since 2015

City of Ladysmith – since 2003

City of Madison – since 1994

City of Manitowoc – since 2011

City of Marinette – since 1976

City of Oconomowoc – since 2004

City of Osseo – since 2006

City of Racine – since 2008

City of Shawano – since 2016

City of Stoughton – since 2010

City of Watertown – since 2000

City of Waukesha – since 1993

City of Wauwatosa – since 2002

City of West Allis – since 2002

Green Bay Water Utilities – since 2015

Village of Allouez – since 2013

Village of Ashwaubenon – since 2003

Village of Baldwin – since 2000

Village of Boyd – since 2014

Village of Brown Deer – since 2001

Village of Colfax – since 1999

Village of Elm Grove – since 2016

Village of Grafton – since 2012

Village of Lake Hallie – since 2003

Village of Menomonee Falls – since 2014

Village of Pleasant Prairie – since 2016

Village of Shorewood – since 2011

Village of Strum – since 1959

Village of Superior – since 2007

Village of Wheeler – since 2000

Town of Algoma – since 2015

Town of Grand Chute – since 2019

Town of Grover – since 2017

Town of Minocqua – since 2021

Town of Morrison – since 2024

Town of Pierce – since 2024

Milwaukee County – since 1998

Waukesha Water Utility – since 2005

Firm Experience/Capabilities

Ayres has successfully completed many recent pond and stormwater management projects throughout the region, including stormwater ponds and stormwater management on large Wisconsin Department of Transportation (WisDOT) projects. Projects have ranged from small stormwater and drainage studies for towns and villages trying to solve isolated issues, to complete site storm sewer and stormwater pond design and construction oversight.

Stormwater Management

Ayres provides design services to county, municipal, federal, state, and private sector clients for all types of stormwater management. This includes detention ponds, bioretention devices, infiltration basins, proprietary storm water filtration devices, and vegetated swales.

Ayres excels at developing the detailed design of detention ponds to provide regional treatment for developments. This includes satisfying post-construction peak flow, suspended solids, and phosphorous requirements from the Wisconsin Department of Natural Resources (WDNR) and municipalities.

Design Support

Ayres is a full-service design firm that can assist the City with any needs that come up during the course of the project. We have a municipal staff that will be completing the design of the detention pond, reviewing existing and future drainage patterns on the site, and developing a pond grading plan; an environmental group, which could assist if any hazardous materials are encountered; a landscape architecture group; planners; and a construction group that will be used for quality assurance/quality control as needed.

Site Design

Ayres excels at developing the detailed design of a site consisting of buildings, pavement, curb and gutter, sidewalks, storm sewer, stormwater management, watermain, and sanitary sewer. Common applications of this section include residential subdivisions, commercial developments, and industrial parks. Along with design drawings, estimates of quantities and construction specifications are prepared, and erosion control and traffic control plans are provided.



Stormwater Management

Ayres tackles challenges on projects involving detention ponds, infiltration basins, culverts, bridges, dams, channel improvements, and floodplains. If your project needs to coexist with moving water, you'll find our passion, experience, and skill in hydraulic design invaluable. Our engineers and water resources team has experience with stormwater management and master planning, bridge and culvert hydraulics, floodplain mapping, flood control, and many other applications.



Project Approach and Understanding

The City of Green Bay is planning to construct a regional detention pond on parcel 21-199 to provide stormwater management for all 35.875 acres of future development. The parcel is located near the southeast corner of East Mason Street and Erie Road and is being used as an agricultural field. Currently the City is entertaining planning options for the parcel, which will consist of commercial and industrial developments.

For design purposes, assumptions will be made for the future development on land uses, overall impervious percentage, and drainage conveyance systems. The detention pond will be located within the northern portion of the parcel and will be designed to meet the stormwater management performance standards of Chapter 16, Article III of the City's municipal ordinance and NR151 and NR 216 requirements. A topographic survey and geotechnical survey will also be completed to assist with the project design.

Following completion of the design, Ayres will coordinate and complete applications to any necessary regulatory authorities including the City of Green Bay, Brown County, and Wisconsin Department of Natural Resources. Assistance will then be provided to the City during bidding and contract award, as well as technical assistance during construction to ensure the project is built to the plans and proper specifications.



Design Overview

We like to start every project with a kickoff meeting, where we listen to your goals, gather information you have on file, and discuss any potential issues. We would

also like to discuss the City's vision for the property and potentially speak with the developers that will be building on the property, to make informed assumptions on the design of the detention pond.



A topographic survey and subsurface geotechnical survey will be completed, and Ayres will provide engineering services that include preliminary and final submittals. The submittals noted in the schedule will be coordinated with the City of Green Bay at the kickoff/scoping meeting to determine how they are scheduled in order to maintain a timely project delivery.

The conceptual plan submittal will include a memo detailing the conceptual design options, feasibility of implementing the proposed stormwater management facility at the proposed location, and the regulatory permits anticipated for the project. The submittal will also include a planning level cost estimate. Ayres will meet with City representatives to discuss the submittal.

After a conceptual design option is selected by the City, Ayres will work towards the preliminary design submittal. The preliminary design submittal (60% review documents) will include plans and special provisions in the City's standard format. Plans will be submitted with

construction details, site grading, storm sewer, erosion control, and a landscaping plan. A preliminary cost estimate will also be provided, broken down by individual bid items.

Following the City's review of the 60% submittal, 90% plans, special provisions, and an updated cost estimate will be prepared and submitted to the City. City standard bid items, forms, and formatting will be used for the engineer's cost estimate.

The final design documents will be detailed and include pond grading, site grading, storm sewer, erosion control, cross sections, landscaping, and quantity sheets. The submittal will include complete plans and City special provisions and documents with all details, notes, and plan sheets necessary to prepare the project to be bid by the City. All required permits will be submitted upon City approval of the plans.

Ayres will then support the City during project bidding and assist in the development of any addenda and provide timely responses to contractor questions. Providing clarity and direction will help to ensure that the City receives the best possible prices for the project.



Construction Overview

Successful completion of the Grandview Industrial Park Regional Stormwater Pond won't end with the design and bidding process but will continue through construction. We are committed to providing the City with technical support during the construction phase for any issues that arise.

Communication

Ayres knows that insufficient or inadequate communication can make a project difficult, and cause issues with deliverables, planning, and project execution. It is Ayres' mission to provide solid and ample communication before, during, and after the design and construction of the regional stormwater pond. Ayres staff will be able to meet the City of Green Bay on-site when needed, and always have availability to discuss anything over the phone or email. Ayres will establish communication standards at the kickoff meeting. For project deliverables, Ayres will communicate with the City of Green Bay leading up to delivery in the City's preferred method. If Ayres gets review comments from the City, we will ask any questions and coordinate resubmittals if needed.

Statement on our positive commitment to perform the services as defined in the request for proposal

Our team has extensive experience in completing the tasks and activities associated with this Request for Proposals and listed under the scope of services. Our approach will ensure your plan incorporates industry best practices and provides the City with the guidance and support needed. We perform these in various capacities for a range of efforts including roadway design and reconstruction, storm sewer, pond, and drainage design and utility improvements, and final comprehensive plans and reports.

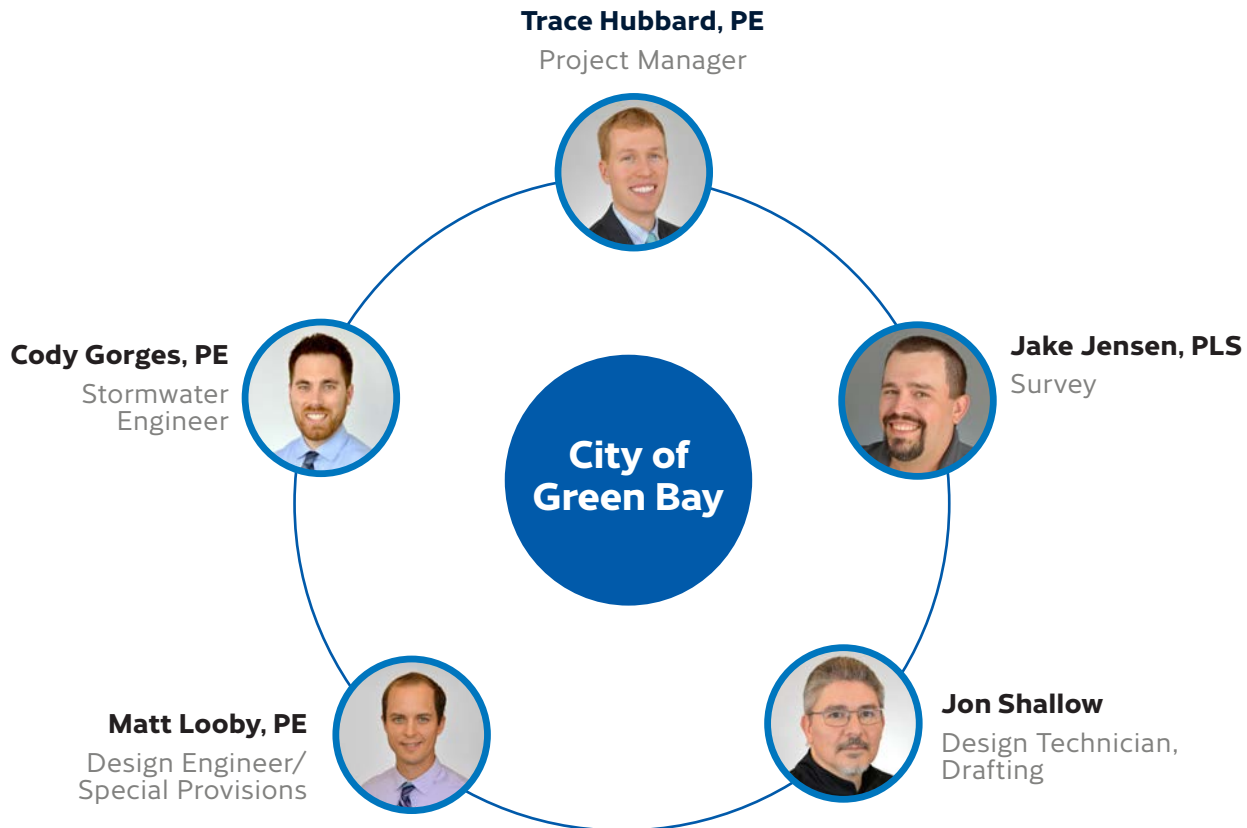
We believe the best way to build a plan is to have boots on the ground, and we are committed to working through engagement events, in-person discussions, and conversations with key leaders to meet City staff and community residents and stakeholders where they are.



Key Personnel

Ayres has assembled an experienced and knowledgeable team to serve the City of Green Bay on this regional stormwater pond project. Our team of professional engineers, technicians, and support staff has successfully completed many similar stormwater management projects throughout Wisconsin, so you can be assured our team are the experts in design and regulatory processes. The chart below details our staffing approach to your project along with any support staff that may be needed to accelerate the timeline. Resumes follow in this section.

Organizational Chart



Support Staff

Brett Glaeser, PE
Assistant PM

Alise Stadler, PE
Civil Engineer

Ramona Fan, PE
Civil Engineer

Tyler Dahinden
Civil Engineering staff

Our Partner Firm

Ayres will work with **Professional Service Industries, Inc.** for geotechnical engineering services to assure the site and subsurface conditions meet the criteria for construction. With a wide range of geotechnical engineering and drilling services, Intertek-PSI provides the expertise, services, and integrated personnel to make a successful project. Intertek-PSI has accredited geotechnical and construction materials testing laboratories capable of performing a wide variety of tests necessary for the characterization of a project's geo materials. All projects are supported by internal quality assurance and safety plans.



Professional Service Industries, Inc. | 3009 Vandenbroek Road, Kaukauna, Wisconsin 54130 | Phone: 920.735.1200



Trace Hubbard, PE

Project Manager

Trace joined Ayres' engineering services staff full-time in 2015, bringing experience in the inspection of water main, sanitary sewer, and storm sewer installation. Trace's duties with Ayres include a variety of project management and municipal engineering design and construction phase tasks. Design tasks include infrastructure plan design development, technical specification development, quantity calculations, cost estimates, and Civil 3D operation. Construction phase tasks include on-site observation and construction contract administration.

Total Experience

10 Years

Registrations

Registered Professional Engineer, WI

Education

BS, Civil Engineering, Michigan Technological University

Select Experience

- Chambers Hill Subdivision Design, Suamico, WI
- Morris Avenue Reconstruction and Borvan Avenue Sidewalk, Ashwaubenon, WI
- Lombardi Access Road and Brookwood Drive Sidewalk, Ashwaubenon, WI
- Mike McCarthy Way Reconstruction, Ashwaubenon, WI
- Cormier Road Infrastructure, Ashwaubenon, WI
- Green Bay Water Utility Construction Observation Services, Green Bay, WI
- Public Works Inspection Services, Green Bay, WI
- Green Bay Water Construction Services, Green Bay, WI
- CTH "HH" (Oneida Street to Holmgren Way) Reconstruction, Brown County, WI
- Lakeview Court Stormwater Drainage, Hortonville, WI
- DFD-Potawatomi State Park Stormwater Plan, Sturgeon Bay, WI
- Torpy Park Sanitary Sewer Improvements, Minocqua, WI
- First Street and Orchard Circle Storm Sewer-Construction Admin and Observation, Gillett, WI
- Oussuamigong Wetland Bank Design, Bidding, and Construction, Suamico, WI
- Core Elements Multifamily Development, Crivitz, WI
- Saratoga Industrial Park Design and Drainage Study, Antigo, WI
- North McCarthy Road Improvements, Grand Chute, WI
- 5th Avenue (Western Avenue to Lincoln Street) Reconstruction, Antigo, WI
- Green Isle Park Reconstruction, Allouez, WI
- First Street and Orchard Circle Storm Sewer Design and Bidding, Gillett, WI
- Birch Avenue Construction Services, Gillett, WI
- Main Street and Wells Street Improvements, Marinette, WI
- Ludington Street Improvements, Marinette, WI
- STH 22 Infrastructure Reconstruction, Oconto Falls, WI
- Park Avenue Reconstruction, Oconto Falls, WI
- West Maple Street Design and Bidding, Lena, WI
- First Street, Harrison Street, Sheldon Street, and Beardsley Street Reconstruction, Kewaunee, WI



Cody Gorges, PE

Stormwater Design

Cody, who joined Ayres' civil/municipal engineering staff in 2018, provides construction inspection services and design experience with stormwater management and site development. Design tasks include preparing site plans, storm sewer system design and modeling, culvert design and modeling, completing drainage studies and reports, and the design of stormwater management practices. Construction observation services include water main, sanitary sewer and storm sewer installations, and street and site work.

Total Experience

6 years

Registrations

Registered Professional Engineer, WI

Education

AAS, University of Wisconsin-Fox Valley

BS, Civil Engineering, University of Wisconsin-Platteville

Select Experience

- Chambers Hill Subdivision Design, Suamico, WI
- Core Elements Multifamily Development, Crivitz, WI
- Saratoga Industrial Park, Antigo, WI
- Mike McCarthy Way Reconstruction, Ashwaubenon, WI
- Country Club Road Reconstruction, Green Bay, WI
- Green Bay Water Construction Services, Green Bay, WI
- Lakeview Court Stormwater Drainage, Hortonville, WI
- DFD-Potawatomi State Park Stormwater Plan, Sturgeon Bay, WI
- Jail Storage Building Addition, Stormwater Management, Brown County, WI
- Twin Bridge Road Culvert Replacement Construction Services, WI



Matt Looby, PE

Design Engineer/Special Provisions

Matt joined Ayres' engineering services group in 2022. He has experience testing construction materials and inspecting foundations, earth retention systems, and concrete-reinforcing steel. At Ayres, Matt observes and inspects construction on projects for installation of water main, sanitary sewer, storm sewer, asphalt and concrete paving, quantity measurements, and erosion control. His responsibilities include gathering and analyzing information for the design and permitting stages of municipal and commercial development projects.

Total Experience

6 years

Registrations

Registered Professional Engineer, WI, MI

Education

BS, Civil Engineering, Western Michigan University-Kalamazoo

Select Experience

- Core Elements Multifamily Development, Crivitz, WI
- Saratoga Industrial Park, Antigo, WI
- Morris Avenue Reconstruction, Ashwaubenon, WI
- Green Bay Water Construction Services, Green Bay, WI
- Oussuamigong Wetland Bank Design, Bidding and Construction, Suamico, WI
- Ludington Street Improvements, Marinette, WI
- Main Street and Wells Street Improvements, Marinette, WI
- Paramount Drive Improvements, Stockbridge, WI
- Park Avenue Design and Bidding, Oconto Falls, WI



Jon Shallow

Design Technician

Jon joined Ayres in 2001 with nine years of experience as a CADD technician. His responsibilities at Ayres include plan preparation and drafting; installation inspection of water main and sanitary sewer; and record keeping of municipal and transportation projects.

Select Experience

- Saratoga Industrial Park Design and Drainage Study, Antigo, WI
- Chambers Hill Subdivision Design, Suamico, WI
- Core Elements Multifamily Development, Crivitz, WI
- Klee Street Storm Sewer Outfall Improvements, Green Bay, WI
- Ludington Street Improvements, Marinette, WI
- North McCarthy Road Improvements, Grand Chute, WI
- Mike McCarthy Way Reconstruction, Ashwaubenon, WI
- Stormwater Management Plan, Denmark, WI
- Master Contract – Stormwater Management Engineering, Village of Ashwaubenon, WI
- Lakeview Court Stormwater Drainage, Hortonville, WI
- Oussuamigong Wetland Bank Design, Bidding and Construction, Suamico, WI

Total Experience

32 years

Education

AS, Architectural Drafting,
Northeast Wisconsin Technical
College

AS, Civil Technician, Northeast
Wisconsin Technical College



Jacob Jensen, PLS

Surveyor

Jacob joined Ayres in 2007, bringing three years of previous professional experience. His day-to-day responsibilities at Ayres blend a diverse background of fieldwork and project management in boundary, topographic, and control surveying, utility mapping and maintenance, and plat development. He oversees technical staff and manages a wide variety of projects.

Select Experience

- Saratoga Industrial Park Design and Drainage Study, Antigo, WI
- Chambers Hill Subdivision Design, Suamico, WI
- Core Elements Multifamily Development, Crivitz, WI
- Klee Street Storm Sewer Outfall Improvements, Green Bay, WI
- Stormwater Management Plan, Denmark, WI
- DFD-Potawatomi State Park Stormwater Plan, Sturgeon Bay, WI
- Lakeview Court Stormwater Drainage, Hortonville, WI
- Green Bay Chantel Street over Beaver Dam Creek Bridge Replacement, Green Bay, WI

Total Experience

21 Years

Registrations

Professional Land Surveyor, WI,
SD, WY

Education

AS, Civil Engineering
Technology, Northeast
Wisconsin Technical College

Total Experience

22 Years

Registrations

Professional Engineer: WI, IL, IA, MN

PECFA Consultant, Wisconsin Department of Natural Resources

Education

BS, Civil Engineering, Michigan Technological University

James Becco, PE

Vice President/Principal Engineer PSI Geotechnical Investigation

James is the vice president of PSI's operations throughout Wisconsin, including offices in Waukesha, Ripon, Green Bay, Menasha, and Chippewa Falls. In this role, he provides overall daily management, technical oversight, and direct supervision to the branch and district managers, as well as to their local environmental, geotechnical, and construction services departments. With more than 29 years of experience in geotechnical engineering and environmental consulting, James has extensive knowledge of subsurface conditions and the regulatory framework throughout Wisconsin.

Select Experience

- More than 300 Circle K and 7-Eleven C-store and service station upgrades across the State of Florida
- More than 100 Speedway and Marathon C-store and service stations
- Evaluation of contaminants, and of storm water control at the Valley Sand and Gravel quarry in New Berlin, Wisconsin. Developed and managed the environmental assessment
- Overseeing the performance of Phase I and Phase II Environmental Assessments at numerous Walmart, Lowes, Menards, and Meijer Retail Stores across the State of Wisconsin

Total Experience

11 Years

Registrations

Engineer-In-Training: WI

Education

BS, Civil Engineering, University of Wisconsin - Madison

Patrick Bray

Branch Manager - Kaukauna, WI Office PSI - Geotechnical Investigation

Patrick's responsibilities include overseeing the daily operations of the geotechnical, environmental and construction testing departments; preparation and review of reports; management of field and laboratory personnel; coordination of daily schedules; and administrative and marketing responsibilities.

Why Choose Ayres?

WORKING TOGETHER,
**Improving
Lives**
IN THE BUILT
Environment

WE WORK WITH
**Clients As
Partners**

WE PROVIDE
**Smart,
Creative
Solutions**

WE
**CHALLENGE,
SUPPORT,**
AND
RECOGNIZE
OUR EMPLOYEE-OWNERS

WE CONDUCT
Business
WITH
Integrity

WE HAVE
Commitment
TO
Community

Similar Project Experience

Ayres has been providing high-quality municipal engineering services to clients nationwide for more than 65 years. We have plenty of experience in the Green Bay and northeast Wisconsin area, including the following highlighted projects.

City of Antigo Industrial Park

The existing industrial park in the City of Antigo had been fully developed and additional space was needed for new development to occur. Approximately 55-acres of adjacent agricultural land was undeveloped with no access, so the City tasked Ayres with the design of a roadway extension project. By extending an existing roadway through this area, it would allow development to occur, as there had been no previous access. In addition, a wet detention pond was designed to provide stormwater management for the area.

Contact: Charley Brinkmeier, cbrinkmeier@antigo-city.org, 715.623.3633, ext. 132

Brown County STH 29 and CTH “VV” Interchange

The Wisconsin Department of Transportation tasked Ayres with the design of the STH 29 and CTH “VV” interchange in Brown County. The design included a new diamond interchange with roundabouts and connecting roadways, storm sewer, and stormwater management. Three wet detention ponds were designed to meet various peak flow and total suspended solids requirements from WisDOT, WDNR, Village of Howard, Village of Hobart, and the Oneida Nation.

Contact: Daniel Segerstrom, daniel.segerstrom@dot.wi.gov, 920.492.7718



City of Green Bay Klee Street

The City of Green Bay was looking to improve drainage conditions at an existing storm sewer outfall on Country Club Road. Significant erosion had been occurring at the outfall and

along the waterway banks. An evaluation was completed to look at several conceptual stormwater improvements upstream of the outfall, on Klee Street, to potentially reduce flows. The evaluation was completed and the City then tasked Ayres with evaluating the feasibility of a wet detention pond upstream of Klee Street to reduce peak flows of stormwater prior to reaching the Klee Street storm sewer system.

Contact: Valerie Joosten, valerie.joosten@greenbaywi.gov, 920.448.3112

Village of Suamico Chambers Hill Subdivision

Chambers Hill Subdivision is a 47-acre residential subdivision that was designed by Ayres and constructed in the Village of Suamico. Ayres was tasked with the design of roadways, surrounding sites, underground utilities, and stormwater management. Two wet detention ponds and an infiltration basin were designed to meet both WDNR and Village of Suamico post-construction stormwater requirements.

Contact: Andy Smits, dpwdirector@suamicowi.gov, 920.434.8410



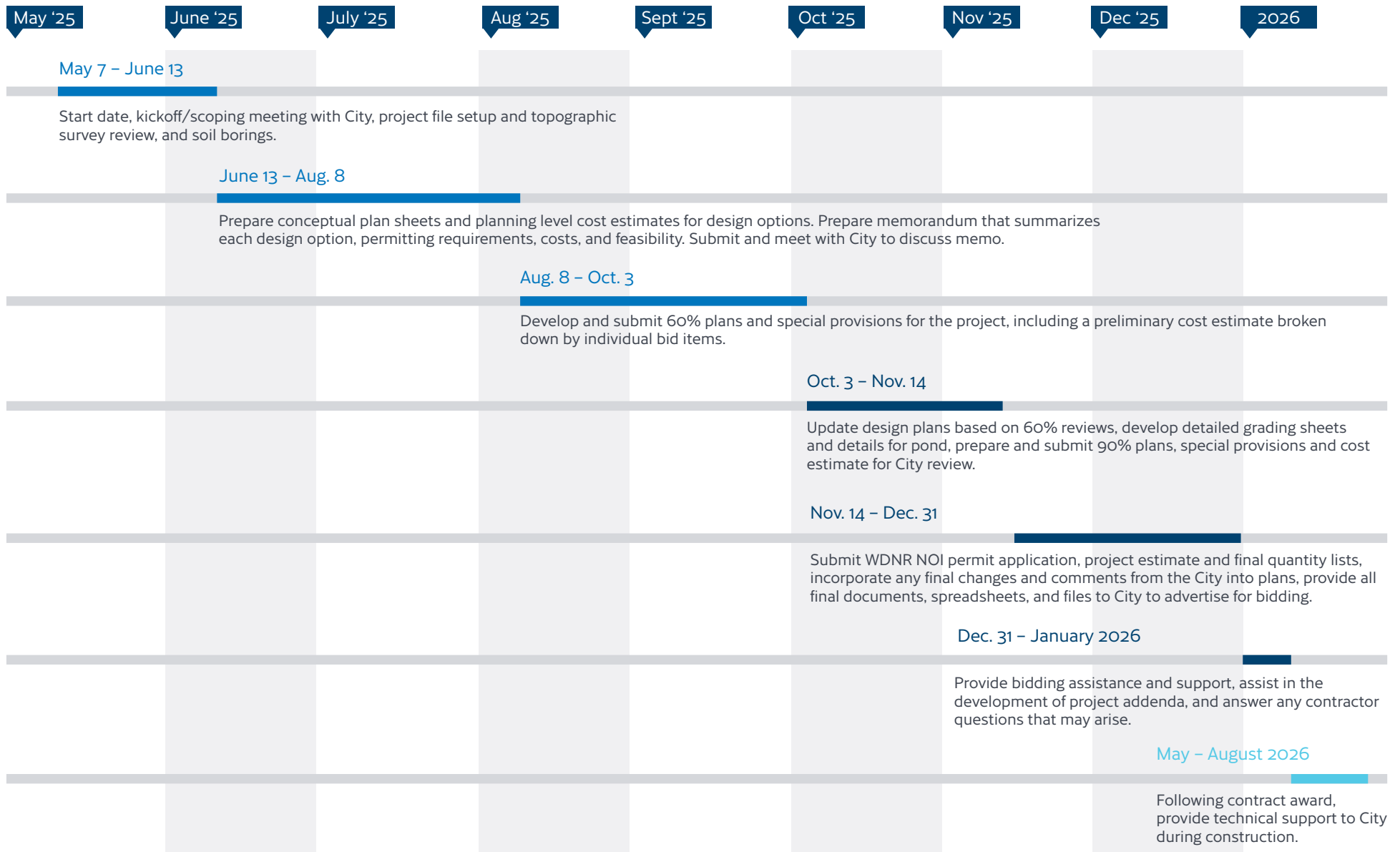
Village of Crivitz, Core Elements – The Timbers Subdivision

The Timbers Subdivision is a 42-acre cottage and multifamily community development project currently under construction in the Village of Crivitz. Core Elements tasked Ayres with the design of the roadways, site, underground utilities, and stormwater management. Several infiltration basins were designed to manage peak flows, suspended solids, and phosphorus loadings for all development within the property. The project also involved substantial coordination and permitting with WDNR for approval to cross an existing waterway.

Contacts: Village of Crivitz – Rudi Jensen, rjensen@crivitz.gov, 715-854-2030; Core Elements – Michael Smits, mike@coreelementsllc.com, 920.676.6229

Project Timeline

We plan to follow an accelerated and efficient timeline to ensure tasks are completed within the City's requirements and vision for this project. We will use the full capabilities of our local office and supporting locations to meet this schedule and the City's expectations.



Hours and Fees Table

We project our total project cost not to exceed **\$49,096** for the full scope of services for your Grandview Industrial Park Regional Stormwater Pond project.

Please see the below spreadsheet detailing our staff hours and cost breakdown by task.

Phase #	Task Name	Project Fee	Directs	Labor	Total Hours	Senior PM	Prof. IV	Prof. III	Sr. Tech.	Prof. I	Admin
					Staff	Hubbard	Gorges	Stadler, Looby, Fan	Shallow	Dahinden	Scheuerell
					2025 Rates	\$170	\$141	\$128	\$118	\$107	\$87
	Grandview Industrial Stormwater Pond	\$49,096	\$58	\$49,038	345	19	154	28	40	60	8
Phase 1	Design Phase	\$42,057	\$58	\$41,999	323	16	143	28	38	60	2
1.1	Topo/Survey	\$4,500	\$0	\$4,500	36						
1.2	Project kickoff meeting with City	\$650	\$29	\$621	4	2	2				
1.3	Conceptual plan meeting	\$688	\$0	\$687	5	1	2		2		
1.4	60% design review meeting (virtual)	\$451	\$0	\$451	3	1	2				
1.5	Regulatory agency correspondence (WDNR)	\$310	\$0	\$310	2	1	1				
1.6	Correspondence w/City (plan submittals, questions)	\$592	\$0	\$592	4	1	3				
1.7	Initial site review – CADD file setup, drainage, constraints	\$355	\$0	\$355	3		1			2	
1.8	Existing conditions – delineation, land uses, HydroCAD input	\$1,700	\$0	\$1,700	14		6			8	
1.9	Site visit and preparation	\$451	\$29	\$422	3		3				
1.10	Proposed conditions – subbasins, time of concentration, land uses	\$1,700	\$0	\$1,700	14		6			8	
1.11	Pond design iteration modeling – placement, HydroCAD, WinSLAMM	\$1,700	\$0	\$1,700	14		6			8	
1.12	Pond design iteration grading	\$2,250	\$0	\$2,250	16		16				
1.13	Conceptual plan(s) – feasibility w/options, requirements, estimates	\$2,892	\$0	\$2,892	21	1	16		4		
1.14	60% plan sheet setup and details	\$3,913	\$0	\$3,913	30	2	12		16		
1.15	60% preliminary special provisions and incorporation into specs	\$2,393	\$0	\$2,393	18	2		16			
1.16	60% cost estimate	\$873	\$0	\$873	6	1	5				
1.17	90% design review meeting (virtual)	\$592	\$0	\$592	4	1	3				
1.18	Final placement, site grading (surface creation)	\$2,538	\$0	\$2,532	18		18				
1.19	Drainage basin edits, subbasin delineation	\$1,239	\$0	\$1,239	10		5			5	
1.20	Final HydroCAD	\$1,239	\$0	\$1,239	10		5			5	
1.21	WinSLAMM	\$743	\$0	\$743	6		3			3	
1.22	Plan sheet revisions	\$4,306	\$0	\$4,306	33	1	16		16		
1.23	Construction cost estimate and quantities	\$1,375	\$0	\$1,375	11	1	4			6	
1.24	Finalize special provisions into specs	\$2,165	\$0	\$2,165	17	1	2	12			2
1.25	WDNR permit – NOI	\$1,707	\$0	\$1,707	15		3			12	
1.26	City permit	\$743	\$0	\$743	6		3			3	
Phase 2	Bidding Assistance	\$2,814	\$0	\$2,814	22	3	11	0	2	0	6
2.1	Review special provisions and format	\$518	\$0	\$518	5	1					4
2.2	Answer contractor questions	\$281	\$0	\$281	2		2				
2.3	Prepare addenda	\$1,001	\$0	\$1,001	8	1	3		2		2
2.4	Answer questions during submittal review	\$281	\$0	\$281	2		2				
2.5	Technical support during construction	\$732	\$0	\$732	5	1	4				
	Geotechnical Subconsultant Fees	\$4,225	\$0	\$4,225							

Services Agreement

The standard Green Bay Professional Services Consultant Agreement is acceptable for use in this project if the following modifications shown in red are considered during contract negotiations.

5. Indemnification [Hold Harmless] Agreement

The Parties understand this Agreement is for professional design services and therefore subject to the indemnity limitations of Wis. Stat. 443.20. Consultant will indemnify and hold harmless the City from damages caused by the Consultant's negligent acts, errors, or omissions for professional services to the extent and percentage to Consultant's negligence.

If Consultant employs other persons, firms, corporations, or entities (subconsultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each subconsultant shall have the identical indemnity agreement.

Should any portion of this Agreement be viewed by a court of competent jurisdiction as not subject to

Wis. Stat. 443.20, the Parties reserve their respective rights regarding liability and claims arising under this Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

8. Access/Utilities

The City will arrange access to the site, as necessary, for the Consultant to complete the work. Consultant will take reasonable precautions to minimize any damage to the site due to its operation. Site restoration is not included unless specifically requested by the City.

Consultant is responsible for coordinating with utilities present within the public right of way and to have those facilities located through Digger's Hotline. Consultant shall document the location of all field located utilities and shall indicate those on the topographic map files as appropriate. ~~Consultant shall coordinate with a private locating service for locating utilities on private property.~~

“Ayres did a great job with constant communication. That was important to us. The project was large; it was complex. Ayres did a great job of minimizing the effects on the community.”

Brian Miller

Director of Public Works
City of Marinette



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

MEETING DATE

May 6, 2025

PREPARED BY

AGENDA ITEM # J.4

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

A. Granting of Licenses

1. Sidewalk Builder

- a. Quinn & Son's Concrete Construction, LLC
- b. Melnarik Concrete, Inc.
- c. DeGroot Concrete, LLC
- d. Christensen Concrete
- e. Absolute Concrete, LLC
- f. Leon Construction & Concrete
- g. Ruesch Management, Inc.

2. Tree & Brush Trimmer

- a. Just Ask AI

3. Private Collector

- a. Waste Management

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 6, 2025

PREPARED BY

AGENDA ITEM # J.5

To approve the request by Parks, Recreation, and Forestry Department to not award contract PARKS I-25 TRIANGLE HILL SNOWMAKING IMPROVEMENTS.

BACKGROUND

The Parks, Recreation, and Forestry Department let bids for snowmaking improvements at Triangle Hill. A single bid was received from Milbach Construction Services in the amount of \$524,893. Parks, Recreation, and Forestry Department has determined that the bid amount exceeds the funding identified for these improvements. Parks, Recreation, and Forestry Department recommends not awarding this contract.

RECOMMENDATION

Staff recommends not awarding the contract.

FISCAL IMPACT

None

ATTACHMENTS

1. QuestCDN_ProjectResults_Parks I-25 Triangle Sports Area Snowmaking Improvements
2. Parks I-25 TSA Snowmaking

PARKS 1-25 “TRIANGLE SPORTS AREA SNOWMAKING IMPROVEMENTS”

Quest Number: 9581037

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
Milbach Construction Services, Co.	Mike Milbach	920-993-0735	milbconst@aol.com	\$ 524,893.00		



Parks, Recreation & Forestry Department
100 North Jefferson Street - Room 510
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3365
Fax 920.448.3393

4/18/25

To: Steven Grenier, P.E.

From: Kaurie Mihm, PLA

Re: Parks 1-25 Triangle Sports Area Snowmaking Improvements

CC: Dan Ditscheit, PLA
James Brunette, P.E.
Emma Browne, P.E.

The Parks, Recreation and Forestry Department does not support awarding Parks 1-25 Triangle Sports Area Snowmaking Improvements to the sole responsive and responsible Bidder Milbach Construction Services, Co., for the Base Bid amount of \$524,893.00 due to insufficient funding for the project. Below is a summary of the bids received.

<u>Bidder</u>	<u>Base Bid</u>
Milbach Construction Services, Co.	\$524,893.00

Kaurie Mihm, PLA

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

May 6, 2025

The Protection and Welfare Committee wishes to request that the following applications for

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Bain, Gavin E
Bauer, Zachary F
Cornelius, Pa la N
Kendrick, Faith V
Lehman, Lindsey M
Madosh, Ashley R
Medina, Tyler J
Nabeel, Rasheed
Neil, Karissa A
Peters, Jason K
St John, Sarah M
Weycker, Leah M
Wilson, Nemard D



Report to the Green Bay Plan Commission

MEETING DATE

May 6, 2025

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # L.I

To approve the request to vacate an alley between N. Broadway and Alma Street, submitted by the Community and Economic Development Department, NEW Community Shelter, Inc., Greg Krumholz, and Eduardo Martinez. (AV 25-01 Plan Commission Meeting April 28, 2025).

BACKGROUND

Reason for Request: To vacate an alley that is located between Mather Street on the south and James Street on the north, running from N. Broadway to Alma Street.

Aldersperson/District: Ald. Proffitt / District 7

Surrounding Zoning and Land Uses:

North: Varied Density Residential (R3) | Single Family Homes

South: Varied Density Residential (R3) | Single and Multi-Family Homes

East: Light Industrial (LI) | Electric Utility and Single Family

West: Planned Unit Development (PUD) and Low Density Residential (RI) | Commercial and Single-Family

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

Report: A request to vacate an alley located between Mather Street on the south and James Street on the north, running from N. Broadway to Alma Street, has been brought forward by NEW Community Shelter, Inc., Greg Krumholz, and Eduardo Martinez, who are the abutting property owners of the alley. They have requested that the 14-foot-wide alley be vacated. When an alley is vacated, the vacated land is divided among the abutting property owners. The right-of-way becomes private property, with the owners on each side typically gaining ownership of half of the former alley, in this case 7-feet. NEW Community Shelter, Inc. is planning a new development on their parcels and will utilize the former alley as a driveway. Mr. Krumholz and Mr. Martinez would convert the alley into a shared driveway. No other property owners abut the easement.

Ald. Proffitt, Fort Howard Neighborhood Association, Sec. Of Transportation, adjoining property owners, and reviewing agencies (Dept. of Public Works, Wisconsin Public Service, AT&T, GB Water Utility, GB Fire Dept., GB Police Dept., Time Warner Cable, Parks Dept., ATC, NEW Water, Charter, GBAPS) were informed of this request. Comments were received from Wisconsin Public Service and the Dept. of Public Works. WPS did not object to the request but pointed out the existence of utilities in this area with the poles and lines having prescriptive rights. If any changes need to be made down the road, WPS will pursue easements at that time. The Dept. of Public Works has no objection but is requesting that utility easements be retained the full width and length of the alley. Parking/driving is ok, but no buildings within vacated right-of-way. The City would draft and record these easements.

The Community and Economic Development is moving this request forward as the vacation of the alley has been found to be in the best interest of the city and the public. Furthermore, in an effort to not create any

non-conformities, it's in the public's interest that a shared access and maintenance easement agreement between Parcels 5-72 (Martinez) and 5-73 (Krumholz) is recorded per Ch. 44, Article XVIII, Div. I, Sec. 44-1691(2). This section states that no new or reconstructed shared driveways may be established unless cross-access easements are recorded with the Register of Deeds.

RECOMMENDATION

Approval of the request is subject to the following conditions:

1. A shared access and maintenance easement agreement between Parcels 5-72 (Martinez) and 5-73 (Krumholz) must be filed with the Brown County Register of Deeds immediately after the recording of the alley vacation per Section 44-1691(2) of the Green Bay Municipal Code.
2. Utility easements be granted to the City of Green Bay the full width and length of the subject vacated alley by the property owners.
3. A no-build easement is recorded within the subject vacated right-of-way by the property owners.

FISCAL IMPACT

ATTACHMENTS

1. AV 25-01 Application
2. AV 25-01 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: 710 N Broadway 714 N Broadway

Parcel Number(s): #5-73 #5-72

Petitioner(s): New Community Shelter & Property Owners Date: 3-31-2025

Email: Terrir@newcommunityshelter.org Phone Number: 920-437-3766 Ext 101

Address: 301 Mather St. City: Green Bay State: WI Zip: 54303

Property Owner: New Community Shelter and Owners Attached Phone Number: 920-437-3766 - Cell 920- 676 -9900

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, Terri Refsguard, respectfully request that the City of Green Bay take the following action:

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

Owner Signature: _____

Date: 3-31-25

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.: _____

REQUEST FOR CITY ACTION PLAN COMMISSION

PLEASE FILL OUT FOR: VACATE OR CLOSE STREET/ALLEY/PEDESTRIAN WAY

Per WI State Statue 66.1003:

All owners who abut the area proposed for vacation or closure, including all members of LLCs or ownership groups, must sign below before submitting this application.

If you are **NOT** vacating or closing a full street/alley/pedestrian way, you must also get signatures from one-third of owners of parcels within 2,650 ft. of the end of the vacation/closure area.

SIGNATURE	PRINTED NAME	ADDRESS
	Terri Refsguard	301 Mather St.
Those that abut the alley - attached		

Please contact the Community and Economic Development Department at (920) 448-3400 with any questions.

3/25/2025

To: Community & Economic Development

Attn: Jon LeRoy

100 N Jefferson St.

Green Bay, WI 54301

Dear Sir:

As landowners adjacent to the proposed PUP at James, Alma, and Mather Streets we would like to ask the city of Green Bay to VACATE the existing Alley that runs between our properties from Broadway to Alma Streets.

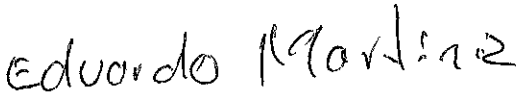
We would like this Alley closed and turned it over to us for use as a common driveway. That would begin at our property line east to Broadway. Parcels #5-73 & #5-72. This alley has had little use other than our properties and #5-76 which is now owned by the shelter. There is also a safety factor of entering Broadway a heavy truck use street, between 2 houses. The Project already owns frontage on 3 city streets.

Thank you for considering our request.

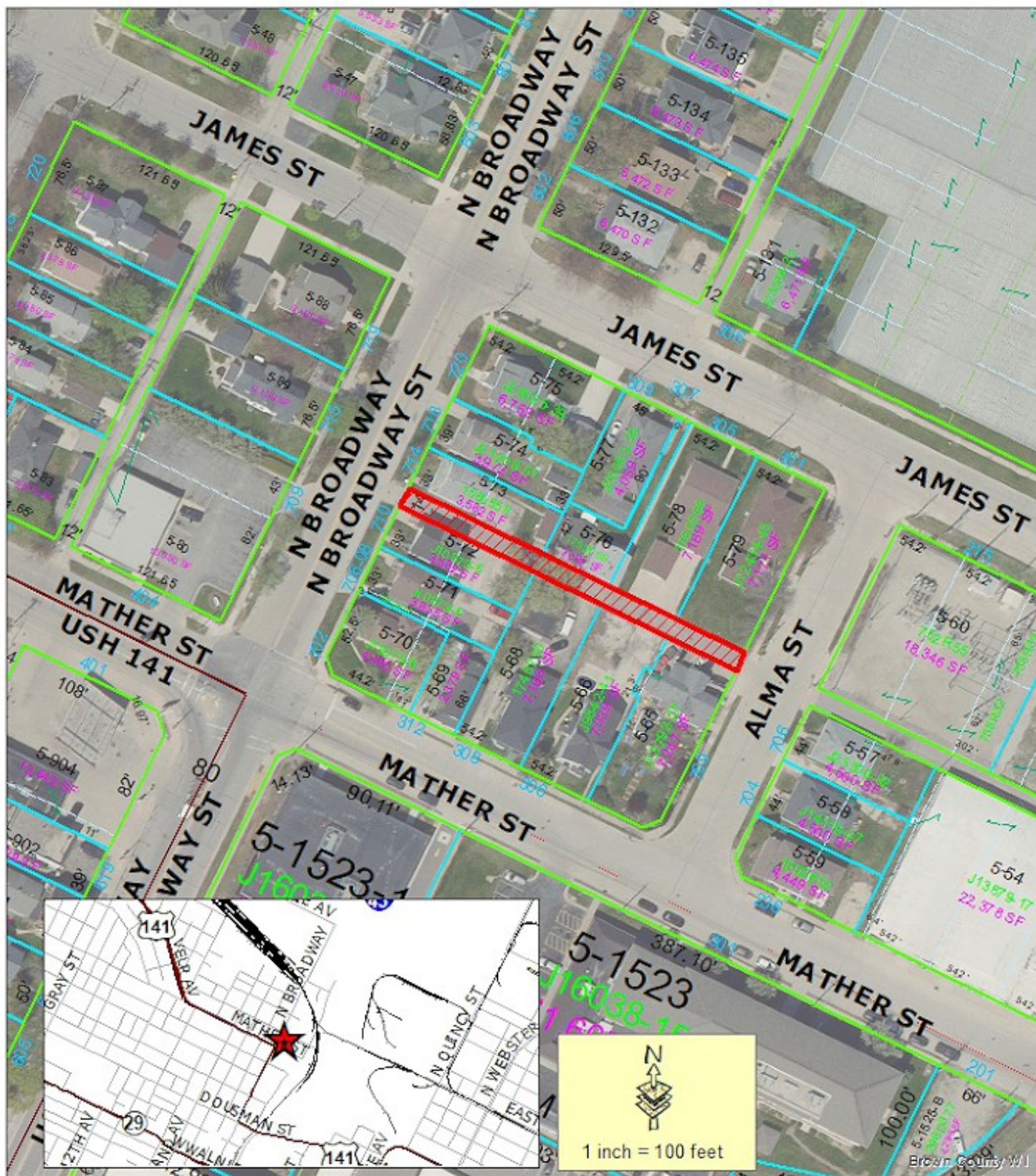

Gregory J Krumholz

Owner 714 N Broadway

920-200-2844


Eduardo S Martinez

owner 710 N Broadway



Proposed Alley Vacation

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

Alley Vacation (AV 25-01) N. Broadway/Alma St.





Report to the Green Bay Plan Commission

MEETING DATE

May 6, 2025

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # L.2

To approve the request for a Planned Unit Development to permit Industrial and Commercial uses at 2735 University Avenue, submitted by Tonya Wagner of Vierbicher on behalf of property owner New Ideal Properties, LLC. (ZP 25-11 Plan Commission Meeting April 28, 2025).

BACKGROUND

Reason for Request: To permit the development of a commercial and/or residential lot along University Avenue with self-service storage on the rear of the property.

Primary Address: 2735 University Avenue

Aldersperson/District: Ald. Prestley / District 6

Subject Parcel Zoning and Land Use: Subject property is currently split-zoned General Commercial (C1) and Varied-Density Residential (R3). It is generally vacant, with remnants from its former use as Tillmann Landscape Nursery.

Surrounding Zoning and Land Uses:

North: Planned Unit Development (PUD) | VA Clinic and Wetlands

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

West: Right-of-Way | I-43 and Sturgeon Bay Road

East: Varied-Density Residential (R3) | Multi-Family

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Commercial uses, with Wetland designation on the northeast corner of the property. This PUD is generally in keeping with this designation.

Analysis: This PUD proposal is for 2735 University Avenue, which is a 20.337-acre parcel on the City's east side located at the northeast corner of the intersection of Interstate 43/Sturgeon Bay Road and University Avenue. It is the former home of Tillmann Landscape Nursery, that closed in 2009. This property is considered Catalyst Site #1 in the University Avenue Corridor Redevelopment Plan, completed in 2015.

The applicant proposes splitting this parcel into two lots. Lot 1, along University Avenue, would be used for commercial and/or residential development. Lot 2, located behind Lot 1, would be used for self-service storage. The wetlands on this parcel would be part of Lot 2. Staff is supportive of commercial and/or residential uses on Lot 1. As mentioned, this is considered a catalyst site along University Avenue. Attached is an exhibit from the University Avenue Plan, showing possible site designs and data. This notes the environmental and infrastructure issues of the site, further explained below.

While the University Avenue Plan doesn't include multi-family residential for this parcel, Staff notes these recommendations were made 10 years ago when there was not a housing shortage. Additionally, Staff

believes a mixed-use building would be most appropriate for this location. However, commercial or residential as stand-alone uses would also be appropriate.

This parcel has both environmental and infrastructure constraints, which make a PUD the best option for development. There are approximately 4.5 acres of wetlands on this parcel. There is also a very aggressive grade change, with the property dropping a total of 52 feet from University Avenue to the rear of the parcel. This drop makes any development that would need sanitary sewer service cost prohibitive, further described in the attached narrative by the applicant. According to the narrative, only 4.5 acres of this 20+ acre parcel can be developed because of these environmental and infrastructure limitations.

Because of these issues, Staff is supportive of this PUD. While self-service storage is not generally a use supported in commercial areas, this parcel has unique environmental issues that lead to the conclusion that there may not be other suitable development for the rear portion of this parcel. Additionally, this use will not be seen from the roadway. As mentioned, there are large grade changes on this parcel. Page 6 of Exhibit B shows the large drop-off between Lot 1 and Lot 2. Staff is recommending the requirement that a landscape berm be established to ensure there is no visibility of the self-service uses from the University Avenue roadway and to provide a solid buffer between the two lots and their uses.

At this time, there are no building renderings for Lot 1. As written, the PUD would allow most uses within our Neighborhood Commercial (NC) zoning district, while following the setbacks and dimensional requirements of our General Commercial (CI) zoning district. This would allow for most commercial uses, some residential uses, and no vehicle-based commercial uses.

Ald. Prestley and property owners within 400-feet have been notified of the request. As of the drafting of this report, we have not received any comments or objections.

RECOMMENDATION

Approval of the request, subject to the draft PUD and the following condition:

- I. A land division is required to create two new parcels for the PUD, as described in the attached PUD Ordinance.

FISCAL IMPACT

ATTACHMENTS

1. Z.O. 10-25, DRAFT PUD, 2735 University Ave
2. ZP 25-11 Location Map, Exhibit A
3. ZP 25-11 Site Plans and Renderings, Exhibit B Reduced
4. ZP 25-11 Narrative
5. ZP 25-11 Site Rec from University Ave Corr Plan
6. ZP 25-11 Application

ZONING ORDINANCE NO. 10-25

**AN ORDINANCE ZONING CERTAIN LAND LOCATED AT
2735 UNIVERSITY AVENUE
AS A PLANNED UNIT DEVELOPMENT DISTRICT
(ZP 25-11)**

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property, as shown on Exhibit A - Location Map:

Part of the Fractional Southwest Quarter (Frac. SW 1/4), Section Twenty-seven (27), part of the Fractional Southeast Quarter (Frac SE 1/4), Section Twenty-eight (28), part of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4), Section Thirty-four (34), all in Township Twenty-four (24) North, Range Twenty-one (21) East and part of Private Claim 45, East side of Fox River, in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at a point where the Easterly right of way line of proposed I.H. 43 intersects the Northerly right of way line of University Avenue (S.T.H. 54-57), said point of beginning being South 58 deg. 46 min. 12 sec. East, 200.00 feet from the Northwesterly corner of the said Section 34; thence North 26 deg. 25 min. 22 sec. West along the said Easterly right of way line of proposed I.H. 43 a distance of 1397.84 feet; thence continuing along the said Easterly right of way line on a tangential curve concave Northeasterly chord North 26 deg. 09 min. 52 sec. West, 6.51 feet radius 721.47 feet, central angle 00 deg. 31 min. 00 sec. 6.51 feet to the Southerly line of Private Claim 46, East side of Fox River; thence South 65 deg. 08 min. 58 sec. East along the said Southerly line 1062.11 feet to the Southwesterly line of the property described in Vol. 342 Deeds, Page 101; thence South 47 deg. 24 min. 13 sec. East, along the said Southwesterly line 480.79 feet to the Northerly right of way line of University Avenue (S.T.H. 54-57); thence along the said Northerly right of way line on a curve concave Northwesterly chord South 52 deg. 57 min. 07.5 sec. West, 642.12 feet, radius 2231.83 feet, central angle 16 deg. 32 min. 31 sec. 644.36 feet; thence South 61 deg. 13 min. 23 sec. West, along the said Northerly right of way line 205.70 feet to the point of beginning.

AND

Part of Private Claim 46, East side of Fox River, in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at the West quarter corner, Section 27, Township 24 North, Range 21 East; thence South 00 deg. 08 min. 03 sec. East, 1,692.34 feet along the West line and the extension of the SW 1/4, said Section 27, to the occupied South line of Private Claim 46, East side of Fox River; thence South 65 deg. 09 min. 26 sec. East, 145.44 feet along said South line to the point of beginning; thence North 24 deg. 50 min. 34 sec. East, 453.66 feet; thence South 65 deg, 19 min.

26 sec. East, 453.00 feet; thence South 24 deg. 14 min. 47 sec. West, 289.33 feet; thence North

66 deg. 44 min. 08 sec. West, 34.96 feet; thence South 24 deg. 08 min. 44 sec. West, 164.71 feet to the occupied South line of Private Claim 46, East side of Fox River; thence North 65 deg. 09 min. 26 sec. West, 423.07 feet along said South line to the point of beginning.

SECTION 2. Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as they apply, the following conditions are imposed:

A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to promote integrated land uses along the University Avenue corridor, as well as allowing for development that is most suitable for this parcel with environmental concerns. The overall appearance and design of the site and improvements shall comply with the attached Exhibits and as regulated within this PUD.

B. Development Site. The area included within this PUD consists of all land described above, Parcel 21-280-1. After the execution of this PUD, a land division shall be completed to create Lots 1 and 2 as described below. Lot 2 shall be created as a flag-shaped lot, as allowed under this ordinance. A PUD amendment shall be required for any future changes that do not comply with this PUD.

1. Lot 1: Part of the Northwest ¼ of the Northwest ¼ of Section 34, T24N-R21E, and the Fractional Southwest 1/4 of Section 27, T24N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the Closing Corner of Government Lot 1, Section 33, T24N-R21E; thence S87°27'29"E, 764.35 feet along the North line of said Government Lot 1 to the Northeast ¼ of said Section 33; thence S57°18'35"E, 202.76 feet to the Point of Beginning; thence N62°36'33"E, 205.70 feet along the North right of way of University Avenue; thence 569.40 feet along the arc of a 2228.32 foot radius curve to the Left whose long chord bears N55°20'06"E, 567.85 feet along said North right of way; thence N46°02'32"W, 251.09 feet; thence S55°22'16"W, 684.96 feet; thence S25°02'15"E, 223.69 feet along the East right of way of Interstate Highway "I43" to the Point of Beginning.

Parcel contains 184,173 square feet / 4.23 acres, more or less.
Parcel subject to easements and restrictions of record.

2. Lot 2: Part of the Fractional Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, T24N-R21E, the Fractional Southwest $\frac{1}{4}$ of Section 27, T24N-R21E, and Private Claim Number 46, East Side of the Fox River, City of Green Bay, Brown County, Wisconsin, more fully described as follows: Commencing at the Closing Corner of Government Lot 1, Section 33, T24N-R21E; thence S87°27'29"E, 764.35 feet along the North line of said Government Lot 1 to the Northeast $\frac{1}{4}$ of said Section 33; thence S57°18'35"E, 202.76 feet; thence N62°36'33"E, 205.70 feet along the North right of way of University Avenue; thence 569.40 feet along the arc of a 2228.32 foot radius curve to the Left whose long chord bears N55°20'06"E, 567.85 feet along said North right of way to the Point of Beginning; thence 75.11 feet along the arc of a 2228.32 foot radius curve to the Left whose long chord bears N47°02'56"E, 75.11 feet along said North right of way; thence N46°02'32"W, 481.04 feet; thence N25°37'41"E, 164.71 feet; thence S65°19'09"E, 34.96 feet; thence N25°39'46"E, 289.33 feet along the West line of Volume 16, Certified Survey Maps, Page 361, Map Number 3166, Document Number 1093740, Brown County Records; thence N63°54'27"W, 453.00 feet along a Southerly line of Volume 55, Certified Survey Maps, Page 218, Map Number 7993, Document Number 2463009, Brown County Records; thence S26°15'33"W, 453.66 feet along an Easterly line of said Map Number 7993; thence N63°45'57"W, 639.32 feet along the South line of Private Claim Number 46, East Side of the Fox River, also being a Southerly line of said Map Number 7993; thence 6.51 feet along the arc of a 721.70 foot radius curve to the Left whose long chord bears S24°46'45"E, 6.51 feet along the East right of way of Interstate Highway "I43"; thence S25°02'15"E, 1174.15 feet along said East right of way; thence N55°22'16"E, 684.96 feet; thence S46°02'32"E, 251.09 feet to the Point of Beginning.

Parcel contains 701,805 square feet / 16.11 acres, more or less.

Parcel subject to easements and restrictions of record.

- C. Land Use Regulations. The principal and accessory land uses which may be established shall be compliant with uses listed below. A PUD amendment is required for any additional uses.

1. Lot 1 Allowed Uses: Uses allowed within the Neighborhood Commercial (NC) zoning district, with the exceptions of the prohibited uses listed in Section D of this ordinance.
2. Lot 2 Allowed Uses: Self-service storage facility
 - a. No commercial transactions shall be permitted other than the rental of storage units.
 - b. No outdoor storage is permitted.

- D. Prohibited Uses. All below land uses shall be considered prohibited uses within

this PUD:

1. Live-Work Units
 2. Carriage House Dwellings
 3. Rooming House, Boarding House, Shelter Facility
 4. All Educational Uses listed in Table 44-5
 5. Public Park or Playground
 6. Community Gardens
 7. Public Utility Buildings or Structures
 8. All Vehicle Service Uses listed in Table 44-5
 9. All Other Industrial Uses outside of Self-Service Storage Facilities
- E. Dimensional and Area Requirements. Dimensional and area requirements for principal structure on the subject property shall generally comply with Exhibit B and shall be regulated under the General Commercial (C1) zoning district.
- F. Architectural Design Standards. All building elevations shall substantially comply with Exhibit B and any standards associated with the base zoning as determined in Section M of this ordinance.
- H. Access, Circulation, and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code, and the following standards:
- I. 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 Neighborhood Commercial (NC) zoning district.
- J. Lighting. All lighting within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article V of the Green Bay Municipal Code.
- K. Refuse and Mechanical Equipment. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.
- L. Landscaping and Transitional Yards. Landscaping within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code, and the following standards:
1. A landscape berm shall be required between Lot 1 and Lot 2, located before the significant grade change between these two lots. The buffer shall be compliant with Section 44-1964(2) of the Green Bay Zoning Code.

2. No additional buffer is required between Lot 1 and Lot 2, regardless of use.

M. Compliance with all the regulations of the Green Bay Municipal Code not covered under the PUD. If not covered as part of this PUD, the base zoning for Lot 1 shall be considered General Commercial (C1) zoning district and for Lot 2 it shall be considered Light Industrial (L1) zoning district.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit, and the plans identified therein, had been set forth in its entirety in the body of this ordinance.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

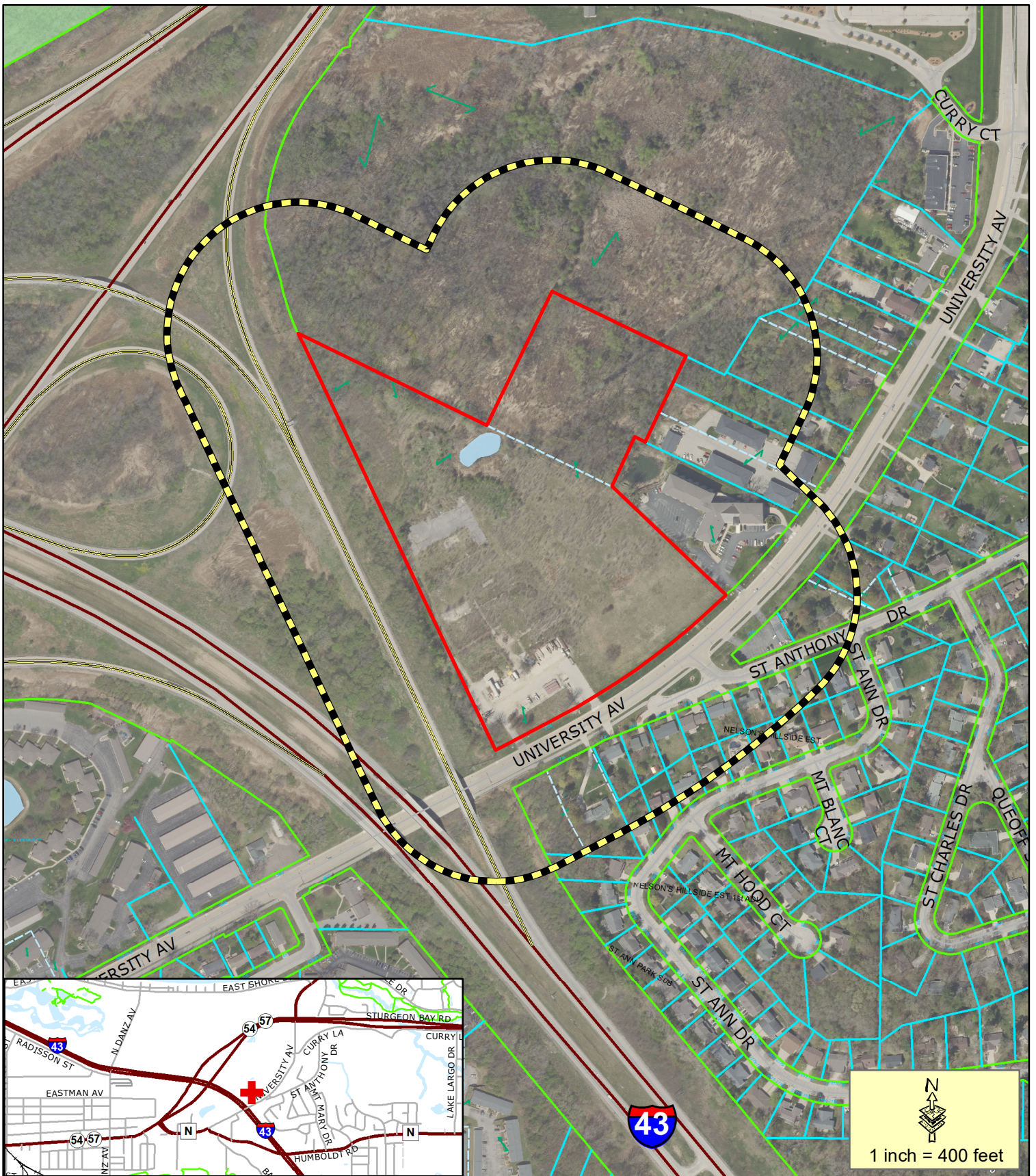
Celestine Jeffreys, City Clerk

sh:

Attachments:

Exhibit A - Location Map

Exhibit B – Site Plans and Renderings

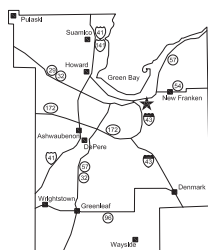
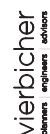


- Proposed PUD
- 400' Courtesy Notice Area

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

Zoning Petition (ZP 25-11)
Proposed Planned Unit
Development (PUD)
at 2735 University Ave





THE LOCATION OF EXISTING UTILITIES, BOTH UNDERGROUND AND OVERHEAD ARE APPROXIMATE ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL EXISTING UTILITIES WHETHER SHOWN ON THESE PLANS OR NOT, BEFORE COMMENCING WORK, AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.

CALL DIGGER'S HOTLINE
1-800-242-8511



PROJECT LOCATION

SHEET NO.	DESCRIPTION
C1	TITLE SHEET
1 OF 1	SITE SURVEY
C2	PRELIMINARY PARCEL PLAN
C3	PRELIMINARY SITE & LANDSCAPE PLAN
C4	PRELIMINARY GRADING PLAN
C5	PRELIMINARY NORTH SOUTH SECTION
C6	PRELIMINARY EAST WEST SECTION
A2.0	PRELIMINARY BUILDING ELEVATIONS
A3.0	PRELIMINARY BUILDING SECTION

Nearby Storage

REVISIONS			REVISIONS		
NO.	DATE	REMARKS	NO.	DATE	REMARKS

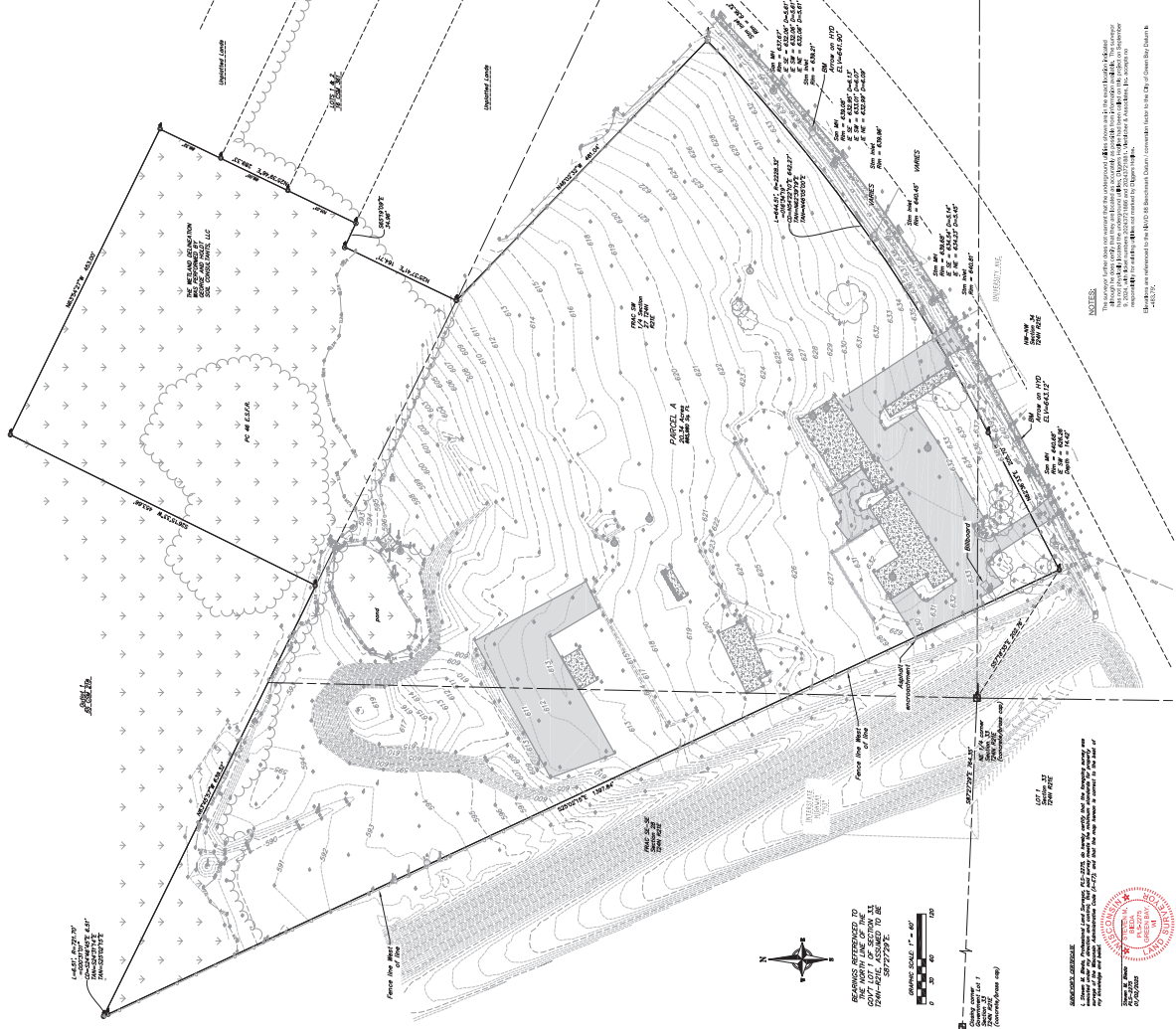
DATE	4/1/25
DRAFTER	TAW
CHECKED	HHH
PROJECT NO	240608

C1

SITE SURVEY

[illegible]

PARCEL CONTAINS APPROXIMATELY 20.34 ACRES MORE OR LESS.
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



NOTES:

The source further does not assert that the undersigned § 87(2)(b) does and is the most highly educated through he does only say that he located an account as posted in prior information and is. The source has not § 87(2)(b) located the undersigned § 87(2)(b), Dugan's father has been called on this subject on September 9, 2014. A date stamp indicates 02/27/1080 and 02/27/2011. A field note Associates, his account no. requested § 87(2)(b) for mailing. § 87(2)(b) and received by Dugan's father.

Enclosures are referred to the NYPD 86 Beachfront County / coronator from the City of New Bay Datum is

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| 
EXISTING WATER MAIN | 
EXISTING SANITARY SEWER LINE (SIZE NOTED) | 
EXISTING WETLANDS |
| 
EXISTING STORM SEWER LINE (SIZE NOTED) | 
EXISTING EDGE OF TREES | 
EXISTING CONCRETE SURFACE |
| 
EXISTING MAJOR CONTOURS | 
EXISTING MINOR CONTOURS | 
EXISTING ASPHALT SURFACE |
| 
EXISTING OVERHEAD ELECTRIC LINE | 
EXISTING CURB AND GUTTER | 
EXISTING FENCE |
| 
EXISTING ELECTRIC PEDISTAL | | |

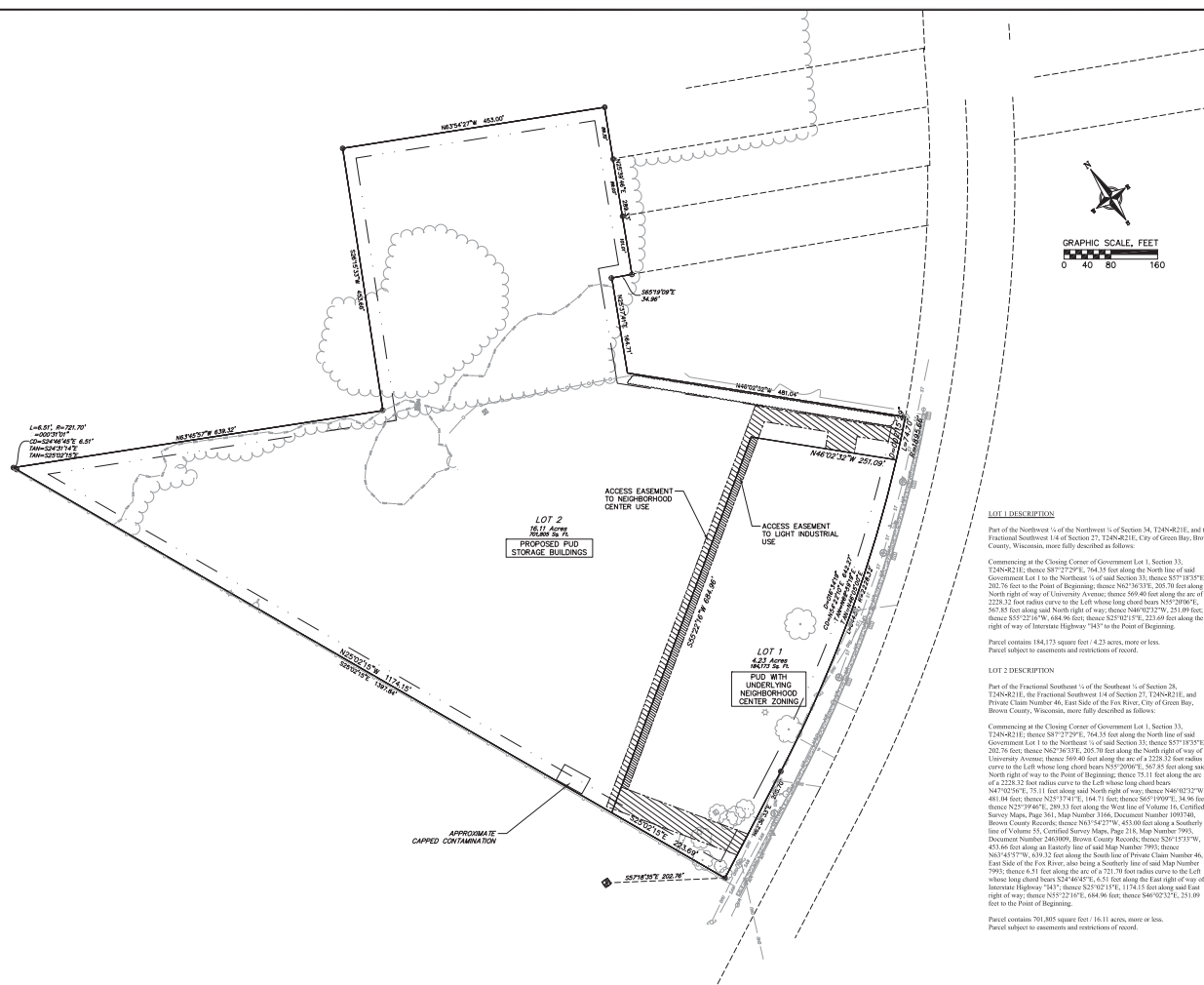
- SURVEY LEGEND**
- | | | | |
|---|-----------------------------------|---|----------------------------|
| 2 | PUBLIC LAND CORNER AS NOTED | ⊙ | EXISTING DECIDUOUS TREE |
| ○ | FOUND 1" Ø IRON PIPE | ⊞ | EXISTING CURB INLET |
| ○ | SET 1.32" (0.0.) X 18" IRON PIPE | ⊞ | EXISTING FIELD INLET |
| ○ | WITH CAP WEIGHING 1.68 LBS/LIN FT | ⊞ | EXISTING STORM MANHOLE |
| ○ | FOUND 2" Ø IRON PIPE | ⊞ | EXISTING SANITARY MANHOLE |
| ○ | EXISTING LIGHT POLE | ⊞ | EXISTING FIRE HYDRANT |
| ○ | EXISTING UTILITY POLE | ⊞ | EXISTING FIRE MAIN VALVE |
| ↑ | EXISTING DOWN GUY | ⊞ | EXISTING SIGN (TYPE NOTED) |
| ↑ | EXISTING TELEPHONE PEDestal | ⊞ | EXISTING SIGN |

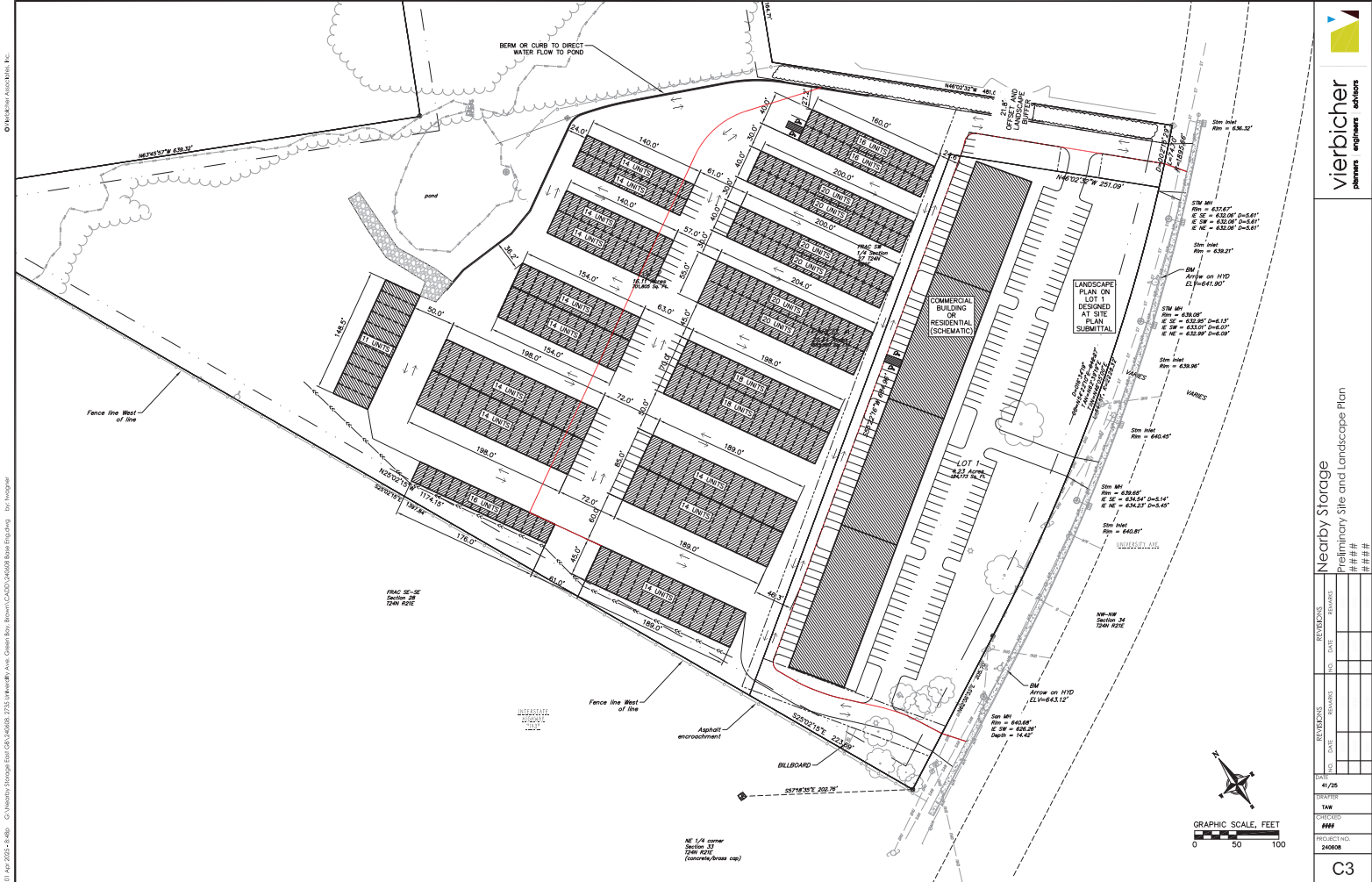
Job #: 240608
Date: 12/31/2024
Rev: MM/DD/YYYY
Drafted By: JWR
Checked By: MRA
Field work completed 12/2/2024

SHEET
1 OF 1
DWG # S-395

SUBMITTED FOR:
NEARBY STORAGE EAST GB
2735 UNIVERSITY AVE
GREEN BAY, WISCONSIN
TAX PARCEL #21-280-1



[illegible]



01 Apr 2023 - 4:48pm - G:\Nearby Storage East GR\240608_2735 University Ave. Green Bay, Brown\CADD\240608 Base Eng.dwg - Not Issued



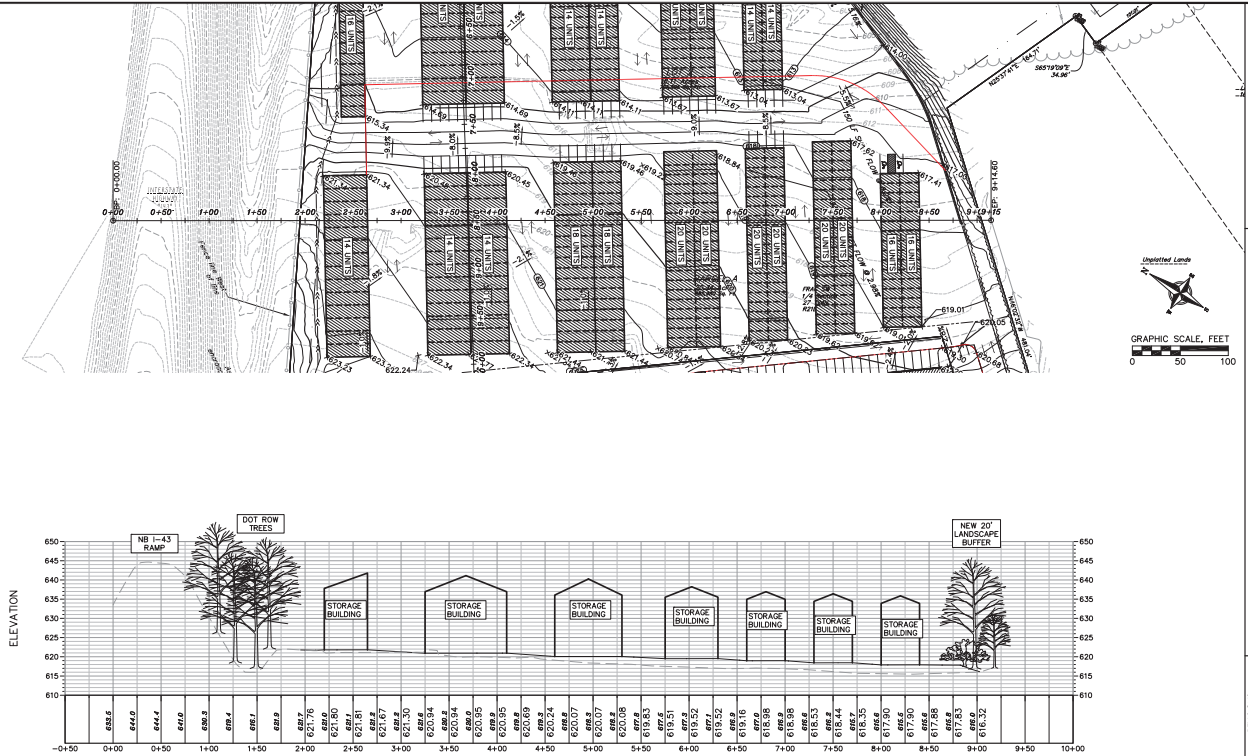
vierbicher
planners engineers architects

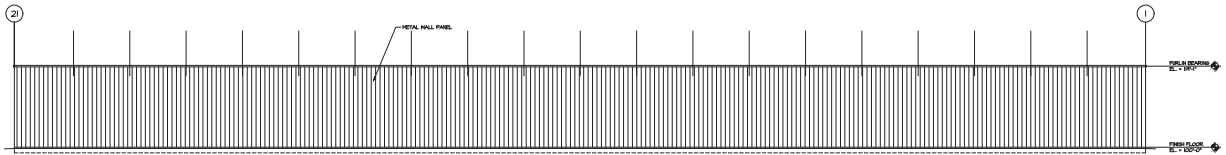
Nearby Storage
Preliminary Site and Landscape Plan

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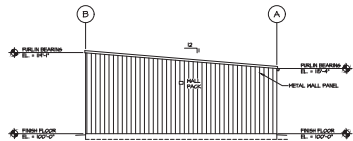
PROJECT NO.
240608

C3

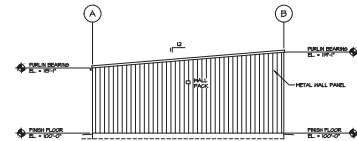




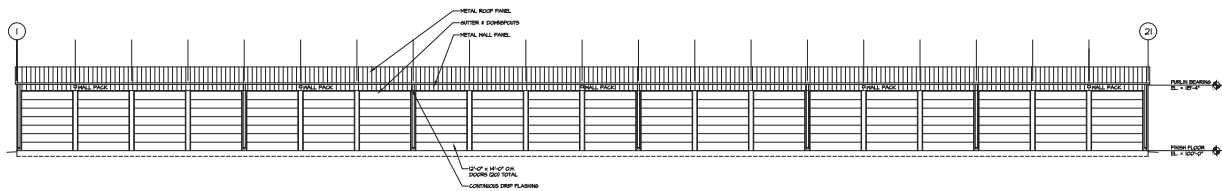
EAST ELEVATION
SCALE: 3/32" = 1'-0"



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



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



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

(BUILDING #B IS A MIRROR IMAGE)

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PROJECT:	NEARBY STORAGE BUILDINGS # 4 & 5
LOCATION:	Green Bay, WI
DESCRIPTION:	EXTERIOR ELEVATIONS



	REV NO	DESCRIPTION	DATE	BY	DATE
PROJECT:		NEARBY STORAGE - BUILDINGS #1 & #5			
LOCATION:		Climax Property Green Bay, WI			
DESCRIPTION:		BUILDING SECTION DETAILS			

Nearby Storage 20.337 acres in Northeast Green Bay (University Ave Corridor)

New Ideal Properties, LLC is applying to create a PUD on parcel 21-280-1, 2735 University Ave.

This project is made up of 20.337 acres located along the University Ave corridor, redevelopment area in the City of Green Bay. The parcel is bound by a large wetland to the North, I-43 entrance ramp on the West, University Ave on the South, and a senior apartment complex on the East. The property has both environmental and infrastructure constraints. Approximately 4 ½ acres of wetlands have been delineated and mapped on the property with an additional major wetland offsite to the north and east. The property itself is a challenge as it has 52 foot of drop from front (University Ave) to back (northwest corner). The front elevation of the property is generally around 641. The site quickly drops off 5 feet at the property line and proceeds to drop off to the northwest. There is approximately 140 lineal feet of sanitary main along the west frontage of the property. The invert of this main is around 626. Generally, a sanitary sewer needs 4-6 feet of cover. This engineering rule of thumb means that approximately the first 200 feet of the property is able to be serviced by standard sanitary sewer. This means about 4.5 of the 20.337 acres can be developed as commercial or residential space. The back of the property cannot be served by sanitary sewer without a sanitary lift station. A lift station would cost hundreds of thousands of dollars. This property has previously been looked at by developers for residential development. None of them were able to make a project that cash flows due to the constraints of the back portion of the property.

This property has also been studied by the city of Green Bay as Catalyst Site #1 of the University Corridor Redevelopment Plan. The city considers the property a key gateway to the city due to its proximity to I-43. The city would like to see the property developed as commercial or office space. The site has been vacant since Tillman Landscaping closed in 2009. There is a closed BRRS investigation on the property.

The current developer is proposing to split the property into two separate parcels and both would be in the PUD. Storage buildings are planned in the back portion of the lot, denoted as Lot 2. With the back acreage not serviceable by sanitary sewer, this is a development that can be put on the back portion of the lot while working around the wetlands and also providing a tax base for the otherwise unusable 16 acres. The storage facility would also support the surrounding area that is very heavy residential in both single family and multi-family.

The front approximately 4.25, denoted as Lot 1, is being proposed as Neighborhood Center (NC). This zoning allows for a variety of uses. The current developer is planning to sell the front area for development. With commercial real estate being questionable as viable due to so much online commercial, the area may be better served as residential; however, NC would allow for a variety of uses in the area.



View from NB I-43Ramp



Sample Buildings



Samples Buildings

The recommendations graphic summarizes the likely assessment activities suggested at the site prior to redevelopment to investigate the known environmental concerns. This section also lists potential funding sources to complete the assessment and/or appropriate remedial activities.

CATALYST SITE #1

SITE DESCRIPTION

Catalyst Site #1 is located less than ¼-mile southwest of the VA Clinic and serves as a key gateway for the City due to its high visibility location adjacent to one of the largest highway interchanges in the City. A tree nursery and landscaping business operated at the site from the 1980s to 2009. The site currently includes a vacant 5,525 square foot (ft²) retail building, storage buildings totaling approximately 3,000 ft² and a small pond. The former plant nursery on the east half of the site is now a large unpaved open area.



Figure 4.4A: Existing Site Condition

BROWNFIELD STATUS

Catalyst Site #1 is generally classified to have low environmental concern with a moderate level of data uncertainty. Because of the site's historic use as a tree nursery, contamination from use, storage, and application of bulk quantities of fertilizer and various herbicides and pesticides is possible.

A May 2011 Phase I ESA completed at Catalyst Site #1 identified two RECs associated with gasoline/diesel fuel ASTs and USTs formerly used at the site. A petroleum release associated with the UST (BRRTS #03-05-001839) was investigated and during 2000 the WNDL approved "closure" of the case. Residual petroleum-contaminated soil and/or groundwater remain at the site. Soil samples were not collected adjacent to the ASTs during their removal during 2009 to determine if a petroleum release had occurred associated with the ASTs. Further assessment of soil and groundwater quality in the vicinity of the former ASTs is warranted, as well as assessment of potential herbicides and/or fertilizer used by the former plant nursery. Sampling and assessment of the buildings for LBP, ACM and other hazardous building materials is also warranted as a prerequisite for demolition or rehabilitation of site buildings. Figure 5.4B also depicts the known environmental concerns based on currently available information.



Figure 4.4B: Known Environmental Sites

INFRASTRUCTURE STATUS

The site is serviced by utilities extending from University Avenue. The site will require utility improvements to make the entire site serviceable. The most significant challenge will be providing sanitary sewer service to the northern portions of the site. Potable water mains adjacent to the site should be adequate to support an increase in water use. Existing limitations to the storm sewer system must be evaluated in conjunction with redevelopment at the site. It is likely the existing system will require improvements in order to support the site's redevelopment potential.

RECOMMENDED FUTURE USE

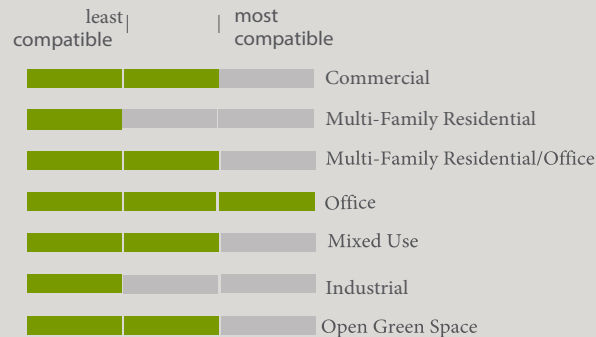
The Tillman site offers the opportunity for new commercial and office uses supportive of the VA Clinic (Figure 4.4C). It is also recommended that the developers complete an inventory of existing building on the Tillman site to determine if the structure can be adaptively reused, reducing demolition waste. Ideally wetlands on and adjacent to the site could be integrated into future use.



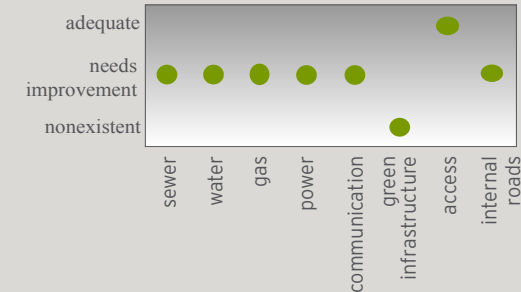
Figure 4.4C: Compatible Future Land Use

21.0 ACRES

FUTURE LAND USE RECOMMENDATION



EXISTING INFRASTRUCTURE WITHIN CATALYST SITE #1



BROWNFIELD SUMMARY

Environmental Concern Level



Level of Data Uncertainty



Regulatory Status & Case # (if applicable)=BRRS #03-05-001839

RECOMMENDATIONS

- Perform Phase I ESA prior to property acquisition
- Assess soil quality in former AST location to determine if a petroleum release occurred
- Assess soil quality in areas of the site formerly used as a plant nursery or that stored pesticides or fertilizer.
- Delineate wetland boundaries at the site
- Assess existing buildings for lead-based paint, asbestos containing materials, and other hazardous building materials
- Evaluate if remedial action or soil management is needed in association with the proposed redevelopment
- Other appropriate investigation based on the results of the above

POTENTIAL FUNDING SOURCES

WNDR - Ready for Reuse Grant
 WEDC - Brownfields Grant Program and Site Assessment Grants
 EPA - Brownfield Revolving Loan Fund
 EPA - Brownfield Cleanup Fund
 EPA - City of Green Bay Brownfield Assessment Grant (2012-2015)



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: 2735 University Ave

Parcel Number(s): 21-280-1

Petitioner(s): Vierbicher

Date: 4/2/2025

Email: twag@vierbicher.com

Phone Number: 920-241-0009

Address: 400 Security Blvd, Suite 1

City: Green Bay

State: WI

Zip: 54313

Property Owner: New Ideal Properties, LLC

Phone Number: _____

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

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

I, Tonya Wagner, respectfully request that the City of Green Bay take the following action:

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

Owner Signature: _____

Date: _____

Petitioner Signature(s): Tonya Wagner

: Digitally signed by Tonya Wagner
Date: 2025.04.02 08:46:52 -05'00'

Checklist of required attachments:

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

For office use only:

Review Fee: \$425. -

Receipt No.: 2767271-2

Zoning Petition No.: 25-11



Report to the Green Bay Plan Commission

MEETING DATE

May 6, 2025

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # L.3

To approve the request for a Conditional Use Permit (CUP) to allow an electric vehicle fuel service station at 1240 Radisson Street, submitted by Michael Wieber, on behalf of Wattsots Properties LLC, property owner. (ZP 25-12 Plan Commission Meeting April 28, 2025).

BACKGROUND

Primary Address: 1240 Radisson Street

Aldersperson/District: Ald. Prestley, District 6

Reason for Request: To establish an electric vehicle fueling station in the Light Industrial (LI) District.

Surrounding Zoning and Land Uses:

Subject: Light Industrial (LI) | Vacant

North: Light Industrial (LI) | Manufacturing

South: Low Density Residential (RI) | Single-Family Homes, Vacant

East: Light Industrial (LI) | Office

West: Light Industrial (LI) | Manufacturing

Comprehensive Plan: The 2022 Smart Growth Plan currently designates this area for medium/high-density housing. Though the proposed use does not match the comprehensive plan, Conditional Use Permits (CUP) do not need to match the comprehensive plan. The proposed use is allowed in the zoning district (Light Industrial) with a CUP.

Report: The subject request is located at 1240 Radisson Street between N. Irwin Avenue and N. Webster Street near the I-43 and Webster Avenue interchange.

The City of Green Bay received an application for a fueling station for electric vehicles at the subject parcel. The property is zoned Light Industrial (LI). In this district, fuel/gas/service stations are allowed with a Conditional Use Permit (CUP) request. The applicant has provided two concept plans (see attached), but the actual details have not yet been finalized. The applicant has indicated that ever-changing markets and technology play a big role in what the project will actually look like. He is seeking approval of the use first and will then move forward with design. The layout and design of the site will need to comply with regulations of the Green Bay Municipal Code.

Conditional use approval may be recommended by the Plan Commission with reasonable consideration of the following:

1. The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
2. The establishment of the conditional use will not impede the normal and orderly development and

improvement of the surrounding property for uses permitted in the district.

3. The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.
4. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
6. Adequate parking facilities as specified in Article XVIII of Section 44-83 within the Municipal Code.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable City ordinances.

While stand-alone electric vehicle fueling stations have not been a common request at this point in Green Bay, they are processed like any other fueling station proposal. Items such as vehicle storage, staffing, security, and adequate buffering from neighboring residential parcels are important, especially since the southern property line borders parcels zoned Low-Density Residential (R-1). Furthermore, the site must comply with all requirements of the Green Bay Municipal Code.

Staff has determined that the use does comply with the seven standards above, subject to the conditions for approval.

Ald. Prestley and adjacent property owners within 200 ft. of the subject area have been notified of the request. There have been no inquiries regarding this request as of the drafting of this report.

RECOMMENDATION

Approval of the application, subject to the following conditions:

1. The fueling station complies with the Green Bay Municipal Code.
2. 24/7 video surveillance cameras be installed so all portions of the site are monitored.
3. All vehicles parked on the property must be operable on public streets and registered.
4. No outside storage is allowed.
5. A photometric lighting plan be submitted to the Community and Economic Development Department when a site plan is submitted for approval that shows the property is adequately lit without spilling onto neighboring properties.
6. The buffer area along the south property line shall consist of either a masonry wall, fence, berm, plantings, or a combination thereof that forms a screen a minimum of six feet in height and not less than 90 percent opaque on a year-round basis.
7. The conditional use is for an electric vehicle fueling station only. Any other fueling station such as gasoline requires a different Conditional Use Permit application.

FISCAL IMPACT

ATTACHMENTS

1. ZP 25-12 Application
2. ZP 24-12 Map
3. ZP 24-12 Concept Plans



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: 1240 Radisson Street, Green Bay, WI 54302

Parcel Number(s): 20-532

Petitioner(s): Michael S. Wieber Date: 3/31/2025

Email: weeburr@netscape.com, greenbaywattsots@gmail.com Phone Number: 920-228-2026

Address: 340 W Saint Joseph Street #16 City: Green Bay State: WI Zip: 54301

Property Owner: Wattsots Properties LLC Phone Number: 920-228-2026

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, Michael S. Wieber, 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): Consider CUP for EV fuel station primary use within Light Industrial zone.

Owner Signature: Michael S. Wieber Date: 3/31/2025

Petitioner Signature(s): Michael S. Wieber

Checklist of required attachments:

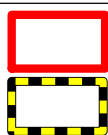
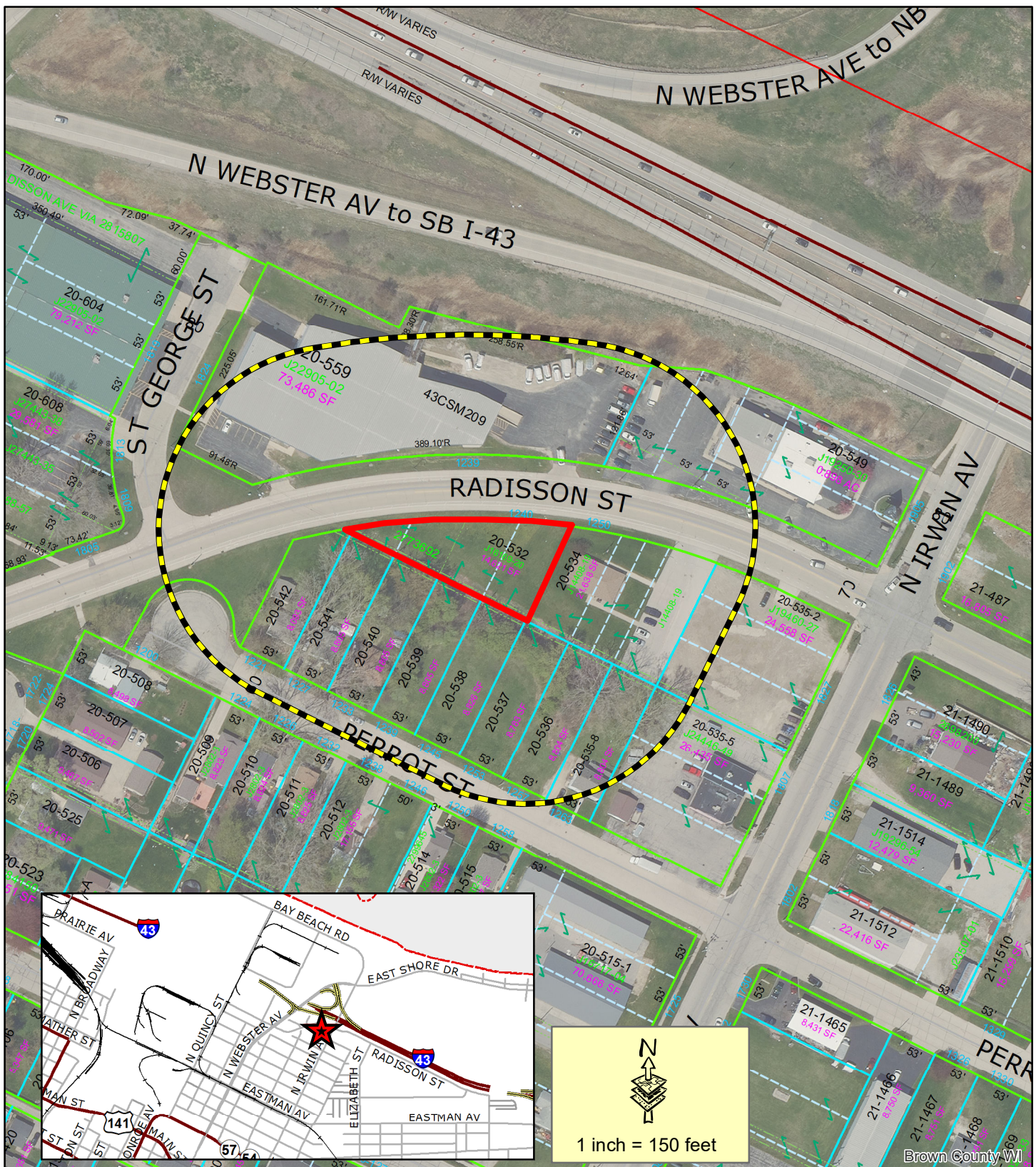
- Map
- Legal Description
- Applicant Narrative Describing Project
- All Other Pertinent Information

For office use only:

Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____



Subject Area

200' Property Owner Notice

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

**Zoning Petition (ZP 25-12)
Conditional Use Permit Request
at 1240 Radisson Street
Electric Vehicle Fueling Station
in Light Industrial (LI) District**



NOTE #1
LIGHTED LETTER DISPLAY
FOR NIGHT TIME SKY VIEWING.
TRANSLUCENT & PRINTED BELT SECTIONS
PROTECT SOLAR PANELS & DISPLAY BELT ROLL UP
ALLOWS FOR MAX DAYTIME SOLAR PANEL GENERATION.

NOTE #2
SOLAR ARRAY (20KW)
MICRO INVERTERS AND
ENERGY STORAGE BATTERIES
4'x8' SOLAR PANELS (QTY 40).

NOTE #3
UNLESS OTHERWISE SPECIFIED,
PARKING LOT SURFACES ARE GRAVEL
UNTIL COMPACTED AND BLACKTOPPED.
SCHEDULE TO BE DETERMINED BY OTHERS.

Concept Plan #1 2025



General Notes

"Christian Compass"
Temporary installation,
(4 months). Ground
mounted display design,
4x8x500W solar panels
(Qty 40). The rollout
belt cover protects all
panels from extreme
weather. The display is
meant to be rolled out
and seen from the sky
at night. The compass
always points North,
with love of God and
country being the main
nightly messaging.

Note: Currently there is
not WPS service at this
location. Solar energy
will supply the initial
electrical energy to
operate the display, the
wifi & security system,
parking lot lighting, and
at least one off grid
employee EV charger.
Micro inverters on solar
panels will enhance
energy collection and
improve the overall
system performance
until power company
agreement is reached.

EV STICKERS ONLY
HYBRIDS WELCOME

No.	Revision/Issue	Date

Prep Name / Utility Address / Contact Info
WIEBER DESIGN SERVICES
340 W St Joseph St #16
Green Bay, WI 54301
Phone 920-228-2026
weebum@netscape.com

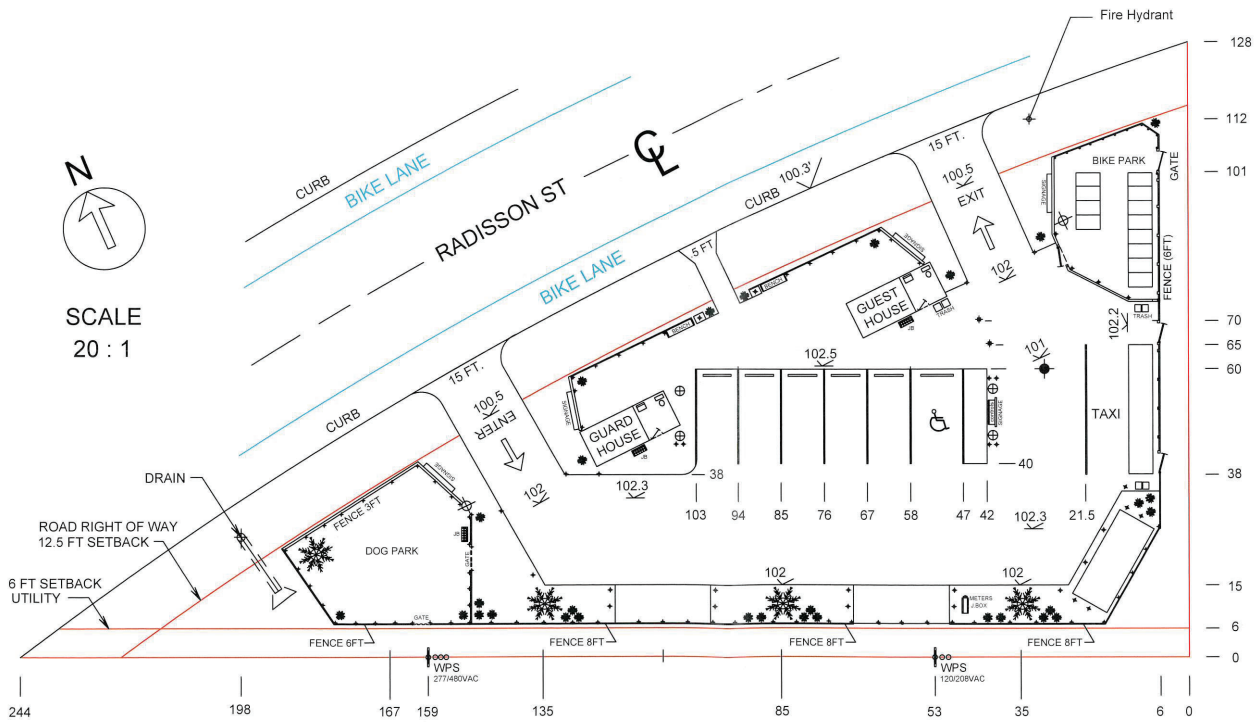
Project Name and Site Plan Address
WATTSLOTS PROPERTIES LLC
1240 Radisson Street
Green Bay, WI 54302
Parcel number 20-532
greenbaywattsslots@gmail.com

Drawing Title / Description
CONCEPTUAL SITE PLAN
AERIAL COMPASS DISPLAY

Project	20-532	Sheet	4
Date	3/5/2025	Revision	
Scale	20:1		

WATTSLOTS.GLB.4.COMPASS

SCALE
20 : 1



Project	20-532	Sheet	1
Date	12FEB25		Revision
Scale	20 : 1		



Report to the Green Bay Plan Commission

MEETING DATE

May 6, 2025

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # L.4

To approve the request for the Planned Unit Development with the amended list of permitted uses as follows: residential, agricultural, retail, greenhouse, and educational uses at 3026 Nicolet Drive., submitted by Mark Valentine, applicant and property owner. (ZP 25-07 Plan Commission Meeting April 28, 2025).

BACKGROUND

Reason for Request: To permit an integration of agricultural, educational, and commercial uses along with the single-family residential use of the parcel.

Subject Parcel Zoning and Land Use: Subject land area is a residential property with agricultural uses. It is zoned Low Density Residential (R-I) District.

Surrounding Zoning and Land Uses:

North: Low Density Residential (R-I) | Undeveloped

South: Low Density Residential (R-I) | Single-family residential

East: Low Density Residential (R-I) | Vacant, Community gardens

West: Low Density Residential (R-I) | Single-family residential

Comprehensive Plan: The 2022 Smart Growth Plan designates the parcel low/medium density housing. The proposed zoning change to a Planned Unit Development, as drafted, is not completely consistent with the recommendation of the Comprehensive Plan. The proposed use does not include a higher density of residential uses but rather the inclusion of various uses such as education, entertainment and agriculture. The proposed land use does not impede the expansion of housing on the property if so desired in the future.

Analysis: The subject parcel is located at 3026 Nicolet Drive. It is 5.176 acres in size, and is zoned Low-Density Residential (R-I). The property has an agricultural/rural history dating back to at least 1938, which is the date of the City's oldest aerial photography. In 2014, Mark and Sarah Valentine bought the property. Since purchasing the property, the Valentine's have established personal gardens as an accessory to their home that have expanded in scale and scope over the past decade. This has included the addition of a greenhouse, sheds, and farm animals. In the recent past, the Valentine's have also expanded the use of the parcel for educational camps, farm tours, a farm produce retail stand, and various events. Gardening and other horticultural uses are permitted accessory uses in the R-I zoning district. However, Sec. 44-588 (2) and (3) of the Green Bay Municipal Code states: 2) The accessory use or structure shall be incidental to and customarily associated with the principal use or structure served; 3) The accessory use or structure shall be subordinate in area, extent, and purpose to the principal use or structure served.

The extent of the uses occurring on the property was only brought to staff's attention when a request was made by the Valentine's to install a high tunnel (large greenhouse structure). Complaints regarding zoning usage have not been reported on the property. With the property being zoned R-I low density residential district, many of the uses and structures used on the property are not permitted. With this being the city, agricultural uses are not a use the zoning code addresses for urban or urbanizing areas. Even in the Rural

Residential (RR) district, agricultural uses are limited. Planning staff has determined that what is occurring on the property is innovative, and believe a balance can be reached to allow expansion of the farm and multiple business uses among the residential homes in the neighborhood. The way to accomplish this is through a Planned Unit Development.

A Planned Unit Development District (PUD) can be established as a means to facilitate the development of land in an integrated and innovative fashion to allow for flexibility in site design, and to encourage development that is sensitive to environmental, cultural, and economic considerations. Planning staff asked the Valentine's to provide what their "big picture" conceptual plans are for the property. Staff reviewed the uses and associated structures to determine what would be appropriate in the neighborhood and what the infrastructure and design elements would be for similar uses within the city or other urbanizing areas.

Attached to the staff report is the draft PUD that contains specific details on uses, dimensional and area requirements, architectural design, signage, parking, lighting, refuse/mechanical, landscaping, and access/circulation.

Highlights of the PUD include:

1. Residential - When creating the PUD, it was important to staff that the residential use be the only principal use. Zoning code requires that there can be no accessory uses without a principal use, meaning the property must maintain up to one single-family dwelling. If not, all other uses are not permitted. This ensures that the property maintains consistency with the neighborhood.
2. Agricultural – Specific agricultural uses are identified. The number of structures for each accessory use are also listed.
3. Educational – Educational day camps/tours are permitted for up to 28 individuals. Improvements need to be made to the driveway (paved, 22' wide driveway). On-site, paved parking must also be provided for traffic safety purposes on Church Road, and an ADA permanent bathroom be installed.
4. Commercial – A retail farm produce stand is permitted.

Certain items were requested by the applicant but were not included in the PUD for one reason or another. Alternative energies such as solar and wind are already addressed in the zoning code. The property would need to comply with those standards. Any native plantings in the right-of-way would need to be negotiated with the Department of Public Works. At this time, staff does not support the tiny homes, commercial kitchen, and assembly uses such as public farm dinners/special events (does not include private events hosted by the property owners). These uses are or have the potential to become too intense for the low-density residential area and would require additional improvements such as expanded parking. The property owners have the ability to return to the City in the future and request an amendment to the PUD when appropriate. This gives the City an opportunity to determine if the property and neighborhood can handle the expansion of uses and offers the ability to observe the permitted operations and the effects it has.

Alderperson Grant, the Red Smith Neighborhood Association, Nicolet Neighborhood Association, and property owners within 400 feet of the property have been notified of the meeting via courtesy letter based on Planning Division policy. The petitioner held a neighborhood meeting on March 19, 2025, that was attended by about five individuals. Staff has received comments regarding the proposal. The comments are included in the packet.

RECOMMENDATION

Staff recommends approval of the request for the Planned Unit Development as drafted.

FISCAL IMPACT

ATTACHMENTS

1. ZP 25-07 Draft PUD
2. ZP 25-07 Application Narrative and Conceptual Improvements
3. ZP 25-07 Public Comments

ZONING ORDINANCE NO. 11-25

AN ORDINANCE CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR PROPERTY LOCATED AT 3026 NICOLET DRIVE (ZP 25-07)

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 a Planned Unit Development Overlay District on the following described property, as also depicted on Exhibit A - Location Map:

Legal description: That part of Government Lot One, Section Fourteen, T24N-R21E, in the City of Green Bay, Brown County, Wisconsin, described as follows: Commencing at the point of intersection of the existing County Trunk Highway "A", also known as Nicolet or Bay Shore Road, with South line of Government Lot 1; thence S89°13'18"E along the South line of said Lot 1, 125 feet to the point of beginning; thence continuing S89°13'18"E 528.20 feet; thence N00°47'00"E 570.10 feet to the North line of lands described in Vol. 255 Deeds, Page 122; thence N89°02'00"W along said North line 268.55 feet to the East line of County Trunk Highway "A"; thence S30°38'42"W, 358.40 feet; thence along the curve of East right of way line, the chord of which bears S31°38'30"W, 213.10 feet; thence S19°49'00"E, 83.00 feet to the point of beginning, Excepting that part of lands described in Vol. 153 Deeds, Page 400, which lie East of County Trunk Highway "A", further excepting therefrom that part used for road purposes.

Tax Parcel: 22-130-2

Land Area: Comprises approximately 5.176 acres

SECTION 2. Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as it applies, the following conditions are imposed:

- A. Purpose and Intent. The purpose and intent of the amended Planned Unit Development (PUD) is to permit residential, agricultural, retail, and educational uses.
- B. Development Site. The area included within this PUD consists of all land included at 3026 Nicolet Drive (Parcel No. 22-130-2). A PUD amendment shall be required for any future changes that do not comply with this PUD.
- C. Land Use Regulations. The principal and accessory land uses which may be established are as follows:

- 1. Principal Use.

- a. The following listed uses in the (R1) Low-Density Residential district:
 - 1. Single-family dwelling, detached. One dwelling per parcel.
 - 2. Accessory Uses.
 - a. All accessory uses defined by (R1) Low-Density Residential district.
 - b. Agricultural uses limited to:
 - 1. Production of plants.
 - 2. Animals per Ch. 6 of the Green Bay Municipal Code (Animals)
 - 3. Pasturing
 - 4. Horticulture
 - 5. Floriculture
 - 6. Aquaponics
 - 7. Animal and poultry husbandry limited to approved animals per Ch. 6 of the Green Bay Municipal Code (Animals).
 - c. Educational Camps/Tours. Maximum of 28 students and/or individuals associated with the group (chaperone, teacher, parent).
 - d. Short-term rentals.
 - e. Family day care (8 or fewer children).
 - f. Farmstand retail.
 - g. All other permitted and conditional uses in the (R1) district require an amendment to this Planned Unit Development (PUD) ordinance.
- D. Prohibited Uses. Land uses not listed in Section C shall be considered prohibited uses within this PUD. A PUD amendment is required for any additional uses. Outdoor storage is not permitted.
- E. Dimensional and Area Requirements. Dimensional and area requirements for structures on the subject property shall generally comply with and be regulated as follows:
 - 1. Principal
 - a. Single-family dwelling, detached per dimensional and area requirement standards of (R1) Low-Density Residential District. Any attached garage cannot exceed 1000 square feet.
 - 2. Accessory
 - a. Greenhouse
 - 1. Front yard setback: Minimum 115 feet from Church Road and Nicolet Drive. The structure is allowed in front of the primary residential home.
 - 2. Side yard setback: Minimum 10 feet

3. Rear yard setback: Minimum 10 feet
 4. Maximum size per building: 400 square feet
 5. Maximum number of greenhouse buildings: Three (3)
 6. Maximum height: 16 feet
 7. Maximum side wall height: 12 feet
- b. High Tunnel Structure
1. Front yard setback: Minimum 115 feet from Church Road and Nicolet Drive. The structure is allowed in front of the primary residential home.
 2. Side yard setback: Minimum 10 feet
 3. Rear yard setback: Minimum 10 feet
 4. Maximum size per building: 2200 square feet
 5. Maximum number of high tunnel structures: Three (3)
 6. Maximum height: 18 feet
 7. Maximum side wall height: 14 feet
- c. Farmstand retail
1. Front yard setback: Minimum 55 feet from Church Road and Nicolet Drive. The structure is allowed in front of the primary residential home.
 2. Side yard setback: Minimum 10 feet
 3. Rear yard setback: Minimum 10 feet
 4. Maximum size per building: 150 square feet
 5. Maximum number of structures: One (1)
 6. Maximum height: 16 feet
 7. Maximum side wall height: 10 feet
- d. Detached garage
1. Front yard setback: Behind the plane of the front yard from Church Road and Nicolet Drive.
 2. Side yard setback: Minimum 4 feet
 3. Rear yard setback: Minimum 4 feet
 4. Maximum number of structures: One (1)
 5. Maximum size: 1000 square feet or not to exceed the structural area of the principal use or structure served, whichever is less.
 6. Maximum height: 18 feet
 7. Maximum side wall height: 14 feet
- e. ADA accessible restroom on-site that is separate from the home.
1. Required to construct an ADA restroom within 18 months from approval of PUD to comply.
 2. Front yard setback: Behind the plane of the front yard from Church Road and Nicolet Drive.
 3. Side yard setback: Minimum 10 feet

4. Rear yard setback: Minimum 10 feet
5. Maximum height: 16 feet
6. Maximum side wall height: 10 feet
7. Allowed maximum of 2 Portable restrooms. Over 2, requires a Temporary Use Permit per Ch. 44, Article V, Div. 7, Sec. 44-469.

F. Architectural Design.

1. Primary residential building, accessory garage, and ADA restroom shall meet standards set forth in Article XIX, Division 3: Site Plan Review, Building and Site Design Guidelines.
2. High tunnels and greenhouses must follow building code must be maintained without tears and tatters. Structure shall meet qualifications specified by International Building Code (IBC) Chapter 31.
3. Retail farmstand. Building materials shall consist of structure designed with durable materials such as wood, masonry, or metal. Plastic is not a permitted material for construction of said farmstand. Structure shall meet qualifications for anchorage specified in IBC. The retail farmstand does not require walls to enclose the structure. The retail farmstand does not require a roof.

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 Neighborhood Commercial District (NC) with the additional standards:

1. Signage shall not be illuminated.

I. Access, Circulation, and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code.

1. Residential use: At least two parking spaces are required, with at least one stall located in an enclosed garage.
2. Educational use: 2 spaces per 3 employees who do not reside in the residence on the largest shift plus 1 space per 7 attendees based on capacity.
3. Farmstand Retail – 1 paved parking space.
4. Agricultural use may share parking with required space for other uses.
5. Off-street parking facilities and driveways leading to such parking facilities, and all other areas upon which motor vehicles may traverse or be parked shall be graded and surfaced with a dust-free all-weather hard surface material capable of carrying a wheel load of 4,000 pounds.

Acceptable surfacing materials include asphalt, concrete, brick, cement pavers, permeable pavement as defined in Section 44-249, or similar material approved by the City and installed and maintained per industry standards. The driveway may contain a grass or permeable center, provided that the areas on which the vehicle's wheels touch are a minimum of 12 to 18 inches in width for a one-way drive only.

6. A 22' wide paved driveway is required for two-way traffic. A 14' wide paved driveway is required for one-way traffic. Said one way drive must include at least one point of ingress from the public right of way and a separate point of egress to the public right of way. Curb and gutter not required along driveway or in parking area(s).
7. The existing drive and parking facilities may be used with parking permitted on grass surface on the property for up to 365 days from the date of Council approval. Parking improvements must be made to meet standards established listed in Section 2 (H.) 1-6 or accessory uses listed in this Planned Unit Development must cease operations until standards established in Section 2 (H.) 1. – 6. are completed.

J. Refuse and Mechanical Equipment. All refuse areas are to be enclosed impervious to sight. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code. No refuse material containers shall be permitted between the front of a building and right of way. Any composting or vegetative debris shall not be located within 115 feet of the right of way. Animal waste and feces shall not be stockpiled. Farm equipment such as tractors, trailers, combines, or similarly functioning equipment shall be enclosed when not in imminent use

K. Landscaping and Transitional Yards. Landscaping within the PUD area shall meet the standards set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code for one-family residential homes with the following additional standards:

1. Parking areas exempt from landscape standards and buffer standards if parking is created a minimum of 150 feet from front yard right of way and 5 feet from the side and rear lot lines.

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 R1. 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

dm:
Exhibit A: Location Map

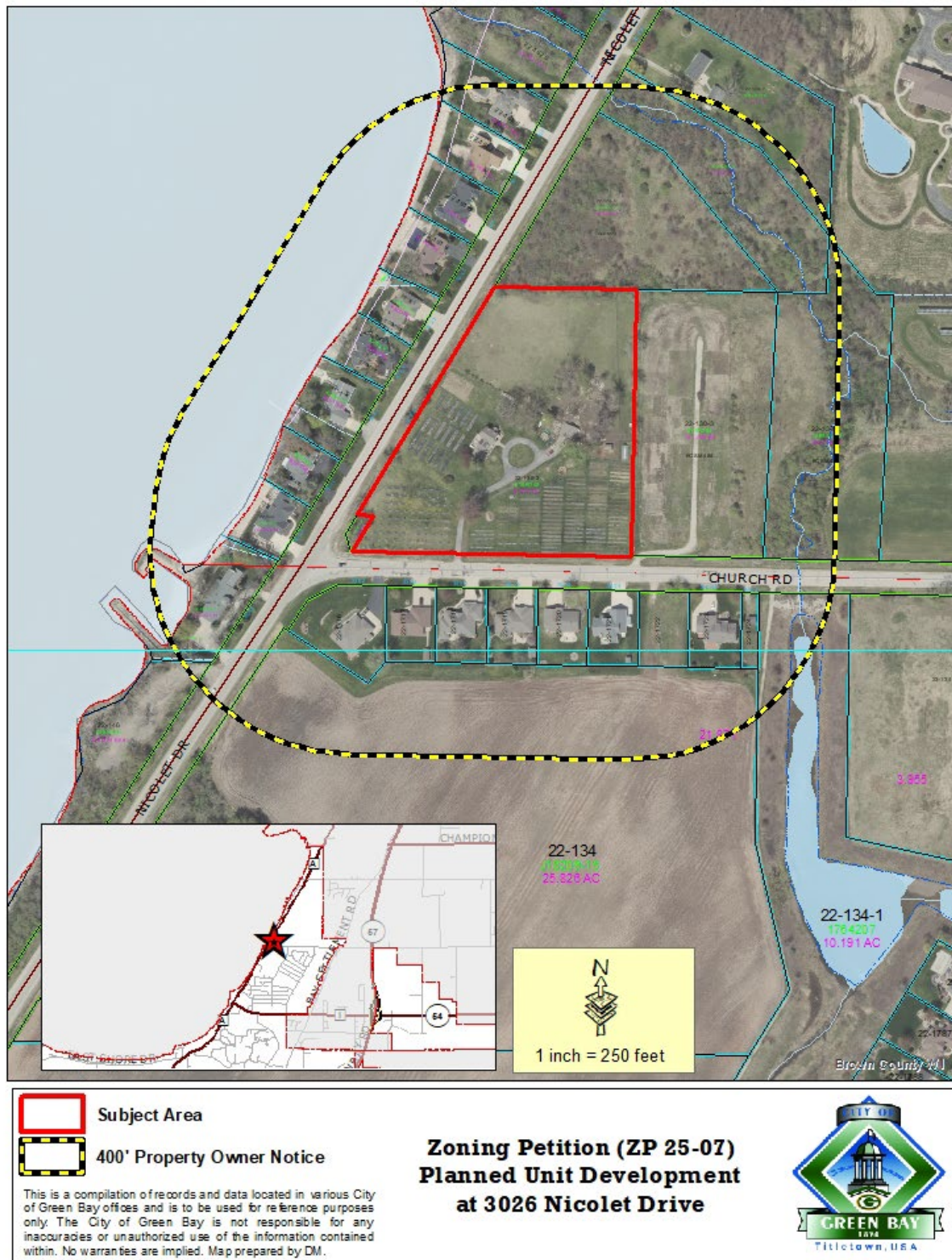


Exhibit A



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: 3026 Nicolet Dr.
Parcel Number(s): 22 -130 -2
Petitioner(s): Mark ~~and Susan~~ Valentine Date: 3-3-25
Email: marknvalentine@gmail.com Phone Number: 920-737-0404
Address: 3026 Nicolet Dr. City: Green Bay State: WI Zip: 54311
Property Owner: Mark ~~and Susan~~ Valentine Phone Number: 920-737-0404

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, Mark Valentine, respectfully request that the City of Green Bay take the following action:

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

Owner Signature: Mark Valentine Date: 3-3-25
Petitioner Signature(s): Mark Valentine

Checklist of required attachments:

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

For office use only:
Review Fee: \$425 Receipt No.: 276034-0001 Zoning Petition No.: 7P25-02

Valentine Gardens PUD Narrative

Property Owners: Mark and Sarah Valentine

Parcel #: 22-130-2

Legal Description: 5.176 AC M/L THAT PRT OF GOVT LOT 1 SEC 14 T24N R21E AS DESC IN 818 R 342 EX J09822-44

[PUD MAP](#) & [PUD OUTLINE](#)

We are seeking to create a Planned Unit Development for our 5-acre property in the City of Green Bay, in order to use our property to grow our small-scale organic farm business, Valentine Gardens. Our vision is to create a community space to access healthy, local food and learn about sustainable living. We have partnered with UWGB, Red Smith School, Holy Cross School, the Sisters of St. Francis, St. John the Baptist, the Girl Scouts, the Freedom House, homeschool groups, Natural Resource Conservation Services, Ukwakhwa Farm in Oneida, Wisconsin Farmers Union, Xerses Society, SLO Food Cooperative, and NWTC in different capacities to provide produce and educational opportunities in our community. We hope to eventually establish a non-profit to create even more opportunities to build on the work we've done. Residential zoning has limited our ability to build structures that will make our urban farm more functional and therefore we are hoping a PUD would allow us to continue to build on the important work that we are doing.

We have recently been awarded a cost-share to purchase and put up a high tunnel structure (30'x72') through the NRCS, which will create spaces to extend growing season for warm-weather crops. High tunnels are a great way for growers to protect plants from cold and from pests. It will allow us to provide more local food for our community.

Additional structures that we may want to build in the future on our property include a farmstand, an all-season greenhouse, additional high tunnels, an attached garage with a loft, and a barn. A small farmstand shed along our driveway allows us to sell produce to community members. Having the farmstand a little bit up the driveway helps cars get off the road and avoids traffic issues. An all-season heated greenhouse would allow us to have a temperature-controlled space for starting plants. We have included additional high tunnels in the plan as a possible expansion of the original high tunnel requested. Many small farms that we follow have multiple high tunnels for growing different crops. Currently, our property has an unattached garage, that we are using effectively as a barn to house equipment and (approved) animals. We would love to someday build an attached garage onto our home. Above the garage, we would like to create a gathering space to offer workshops. This building could also house a commercial kitchen space to produce value-added products from the farm. Tiny homes have been included on the northeast side of the property to provide temporary housing for seasonal farm workers/interns. The last possible structural addition would be a larger barn to house livestock and equipment. This building could also have a gathering space for classes.

Water access is very important for farmers. Historically there was a well on the property for farm use, but as the neighborhood transitioned to City water and the property was not being farmed at the time, the well was phased out. We added a seasonal water line several years ago, to have greater water access in our vegetable garden. We would love to add a new well to the property in the future to not be reliant on City water for watering crops. Not only would a well be more cost-effective, the well water would be healthier for plants. We have included a farm pond in our future plans. The pond could be used for recreational swimming, native habitat, irrigation and raising fish. We currently are permitted and raising chickens, goats & bees, but would be interested in possibly raising small flocks of ducks and turkeys, up to 4 pigs, up to 4 alpacas, or up to 4 small breed cows in the future. (Up to 4 listed for the number requested in case we want a breeding pair and they have 1-2 babies).

Native plantings are an important part of our sustainability plan. Converting grass to short grass prairie creates habitat, pollen sources, and food for local birds and insects. The Rusy Patched bumblebee, an endangered pollinator, is still found in limited areas of Northeast Wisconsin and relies on plants that we have planted throughout our property and hope to expand, including the ditches that the city currently mows and maintains. We would eventually like to plant these areas in native plants and maintain them to create beauty and habitat as an example for our community.

Finally, a large part of our farm business goal includes hosting classes and events to teach our community about farming and sustainable living. We have included permeable parking as part of the big-picture plan. Permeable parking space allows water to filter through rather than runoff. Farm events would focus on farm camps for both kids and adults, workshops and trainings, field trips for schools or scout groups, farm-to-table dinners and possibly concerts or small weddings in the future. As part of our sustainability efforts, we would love to utilize renewable energy on the farm. Free-standing solar panels or a wind turbine would be options for capturing renewable energy to supply our power needs.

Structures:

- Farmstand 8x14'
 - Offer walk up/drive up sales of produce and products on honor system
 - Gravel turnaround driveway in front of farmstand
- Permanent Greenhouse (size)
 - Heated in colder months to enable year-round growing
 - Used as a classroom/teaching space
 - Opportunities for aquaponic systems
- High Tunnels (up to 3) 72x30'
 - <https://www.farmtek.com/prod/108193h5fru.html>
 - Creates spaces to extend growing seasons for warm weather crops



-
- Tiny Homes 18x24'
 - Temporary residences for farm help/interns



- Attached garage and loft
 - <https://www.familyhomeplans.com/plan-60081>
 - Space to park vehicles
 - Space to offer classes
 - Commercial kitchen to prep food for retail sales
 - Commercial cooler/freezer to offer perishable foods for sale
 - bedroom/apartment space to host helpers and volunteers
 - Upper living area 1128 ft2, Garage area 1267 ft2



-
- Barn 40x60'
 - <https://www.timberlyne.com/packages/leo-loft-living>
 - Structure to house animals and farm equipment
 - Space to hold workshops on animal husbandry
 - Space to host workers and volunteers



○

Pond

- Recreational swimming
- Wildlife habitat
- Raising fish
- irrigation

Well

- Avoid using city water for irrigation
- Better water quality for crops

Parking for 20 cars

- Permeable surface to avoid runoff
- 60'x107' = 6420 ft²

Events:

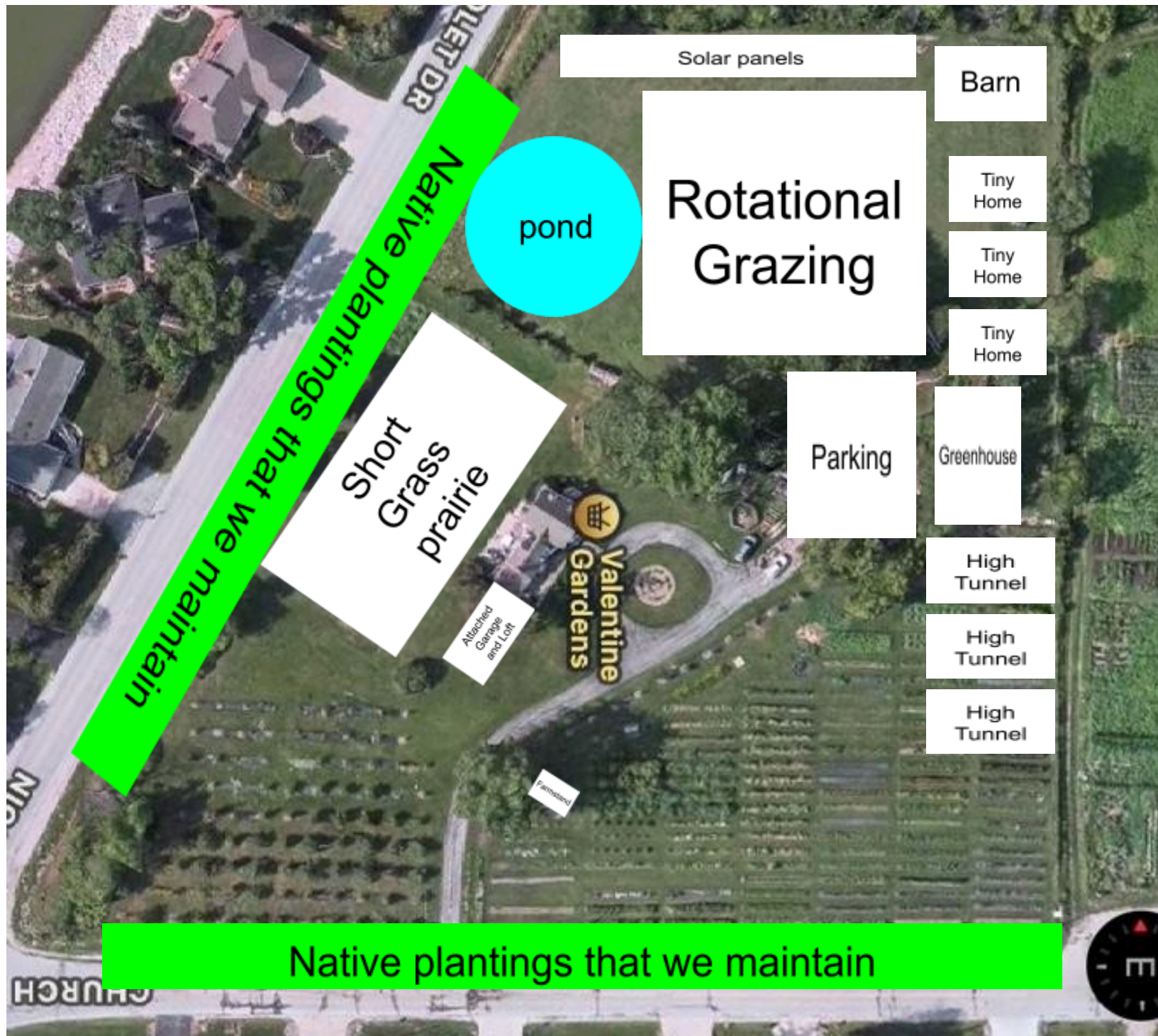
- Farm camps for kids and adults
- Workshops and trainings
- Host field trips from local schools and groups year round
- Pick your own events and opportunities
- Farm to table dinners
- Concerts
- Weddings?

Animals:

- Goats
- Pigs
- Hens, turkeys, ducks
- Cows (Small breed)
- Alpaca

Renewable Energy:

- Solar panels
- Wind turbine



Solar panels

Barn

Tiny Home

Tiny Home

Tiny Home

Greenhouse

High Tunnel

High Tunnel

High Tunnel

Parking

pond

Short Grass prairie

Attached Garage and Loft

Valentine Gardens

Native plantings that we maintain

Native plantings that we maintain

PUBLIC COMMENTS

Dear Mr. LeRoy and Ms. Mooney:

I write to express my support for the plan being presented by Valentine Gardens' at the City Planning Commission on April 28th, as I will be unable to attend in person. As a neighbor in nearby Schmitt Park, I've had the opportunity to tour the property multiple times and observe the thoughtful ways in which the Valentines have cared for the land and the community. In particular, I am heartened by the ways they provide a model for increasing food security within a city environment, and opportunities for Green Bay Area youth to learn about ecology and sustainable food production. Therefore, I urge you to support the plan they will be presenting at April 28th's City Planning Commission meeting.

Thank you for your consideration,
Nicole Bickham
661 Laverne Dr, Green Bay 54311

Dear Mr. LeRoy and Ms. Mooney,

I'm writing as a community member in strong support of Valentine Gardens and their Planned Unit Development application.

My family and I have enjoyed so many meaningful experiences at Valentine Gardens—from attending children's farm camps and adult workshops to regularly stopping by for fresh, garden-grown ingredients for our meals. Some of our favorite memories include watching a goat being milked, seeing the kids gather eggs straight from the chicken coop, and making fresh apple cider (which was *incredibly* delicious!).

Mark and Sarah Valentine have created something truly special with their farm—providing fresh produce, meaningful educational opportunities through their farm camps, and a welcoming space for neighbors to connect with the land and each other. Their vision for expanding the farm with a high tunnel and, eventually, additional community-minded structures (like a gathering space, barn, and permeable parking) reflects thoughtful stewardship and a deep commitment to sustainability and education.

Valentine Gardens adds tremendous value to our community—not only as a source of local food, but as a place of learning, inspiration, and connection. Supporting their proposal means supporting a vibrant, resilient, and engaged Green Bay.

I hope the city will see the clear benefits of this plan and help ensure the farm can continue to grow and serve our neighborhood.

Thank you for your time and consideration.

Warm regards,
Amy Schaetz (and family - Timm, Jackson, Hudson, Owen & Claire)
4651 Point Comfort Ln, Green Bay, WI 54311
920-664-8808

Good morning,

I am just dropping a line in support of the Valentine Garden's plan for improvement in the Red Smith Neighborhood. Mark and Sarah have a charming little treasure that is great for our community. Between the quaint farm stand, an amazing garden with animals, and all the great camps and events that connect people with the outside world, their presence in the neighborhood is an amazing asset. My daughter is signed up for "farm camp" at Valentine's Gardens this year and is so excited to partake in all the activities, from planting and harvesting to beekeeping and goat yoga! The Valentines do a great job of keeping their space clean and organized, are constantly making upgrades to their facilities, and any future developments would be certainly done with tact and good intention. Do not let a few cranky neighbors sway your decision on something that is great for our suburban neighborhood. In a world of mass development, it is a treat to have a space dedicated to the environment and all the positive benefits of it.

Thank you for your time,

Elliot Heath
Church Road
Good Morning,

Dear City Planners,

I am writing on behalf of our family to express our strong support for Valentine Gardens, a true treasure in our community.

We began supporting Valentine Gardens by purchasing their locally grown food and high-quality products. Knowing that our food comes from a place that prioritizes sustainable land stewardship and ethical farming practices means a great deal to us. The quality and integrity of what we buy from Valentine Gardens far surpass what is available in a typical grocery store.

As someone who works in education, I see firsthand the growing disconnect between children—and even adults—and the origins of their food. Valentine Gardens plays a vital role in bridging that gap. Their summer farm camps provide children with hands-on experiences in growing food, caring for animals and bees, and gaining a deeper appreciation for local farming. These camps don't just teach—they inspire. Children leave with valuable knowledge and a greater respect for the hard work behind the food they eat. Parents, too, learn through the experiences their children bring home, especially during the final farm market day.

Our youngest daughter attended farm camp and still remembers it as a highlight of her summer. She has Rett syndrome, is nonverbal, and uses a wheelchair. Yet, thanks to thoughtful adaptations by her caregiver and the incredible team at Valentine Gardens, she was able to participate fully—engaging with peers, using her communication device, and learning in meaningful ways. That kind of inclusive, enriching experience is rare and invaluable, not only for our daughter, but for those "typically" developing children who were able to interact with Kira.

Valentine Gardens is not just a farm—it is a vital educational and community resource. The work they are doing reflects a deep love for the land and a commitment to future generations.

We believe it is crucial to support those who are actively preserving and caring for our environment and our food systems. For all these reasons, I respectfully urge you to approve the Planned Unit Development for Valentine Gardens.

Thank you for your time and consideration.

Patty Mevis

I am writing on behalf of Valentine Garden's request for a PUD approval to allow them to operate a neighborhood farmette within the City limits. They run a beautiful operation providing farm fresh eggs, fruits and vegetables to the surrounding neighborhood as well as the City of Green Bay. We get our eggs and organic vegetables from them weekly during their operating months.

Urban agriculture is a thing of the future. Providing fruits and fresh vegetables and other staples to our area is a bonus to this neighborhood and we feel fortunate that Valentine Gardens is located so close to us. In addition to growing food for the community and making it accessible on a daily basis, they provide outstanding educational opportunities for adults and children who want to experience a "taste" of farming. It is a pleasure to drive past their property and view the fruit trees, garden operations and chickens.

Their operation is neat and clean. They are friendly and sharing. I can't imagine better neighbors than these. Please grant them the PUD they need to stay in operation. If you have any questions, please do not hesitate to call me at 651-270-3196. It's an out of state cell number but I live on Fagerville Way and have for the past 10 years.

Thank you for your consideration.

Karen Matze
3470 Fagerville Way
Green Bay, WI 54311

To the Honorable City Planners:

I am writing to express my enthusiastic support for proposed plans to enhance Valentine Gardens. As a community member who has personally benefited from this space—I've sent my son to camp there and regularly shop at the farm stand—I can attest to the positive impact it has had on our lives and the broader community.

The proposed additions—adding a high tunnel and other structures, future plans for a classroom and gathering space, a proper barn, permeable parking, and a more diverse array of animals—are thoughtful and deeply aligned with the spirit of Valentine Gardens. These improvements would allow the gardens to grow as a hub of education, sustainability, and connection.

The addition of a classroom would create year-round opportunities for learning, workshops, and community gatherings. A well-equipped barn would ensure better care for the animals and expand programming possibilities. Permeable parking reflects the garden's commitment to environmental responsibility, and the guest tiny houses would provide immersive opportunities for volunteers, educators, and visitors.

Diversifying the animals would add to the educational richness and overall vitality of the space, offering new experiences for children and families like mine.

Valentine Gardens is already a special place. This opportunity would allow it to deepen its roots and grow into an even more vital community resource. I strongly encourage the board to support this proposal.

Sincerely,

Catlyn Broekman

4030 Nicolet Drive

Green Bay, WI 54311

920.562.7398

Dear City Planners,

I wanted to personally reach out to share my concern for Valentine Gardens. Their work is very important to our family and our community. They have provided us with clean produce, eggs, and more and have been the most pleasant to work with. When our son gets older, we want to be able to send him to Valentine Gardens camps and events to help educate in the food and agriculture industry.

We highly value the environmental benefits of their conservational efforts and any support the city can provide will be so greatly appreciated. Thank you for your time and please support this amazing family and their small business. There are so many in our community that rely on this little farm.

Meghan, Derek, and Callum Klegin

Dear Ms. Mooney,

I am writing to ask you to do all you can to support urban agriculture in Green Bay. I often use Valentine Gardens for local, organic vegetables. As an educator, I also love their farm camps they offer to children and adults, teaching others how to grow and eat their own foods. This is so important because kids just aren't learning this stuff anymore! They are offering education and healthy local food to our community --something people are looking for in Green Bay.

I understand a zoning requirement would require them to make improvements they cannot afford. Are there alternative plans that can be considered? If there is anything you can do to allow them to continue selling and educating our local community from their farm location, my family would so appreciate it!

I appreciate all you do for the city of Green Bay. Thank you!

All the best,

Janet & Paul Vraney

Hello Jon and Dena,

This is Andy DiMezza, an advisory board member and incorporator of Rooted In Inc, a local food 501c3 based on Broadway Ave in Green Bay. <https://rootedininc.org>

I'm writing to offer my support for Valentine Gardens as they prepare for their PUD meeting. We have helped by directing volunteers their way as we grew vegetables at the community garden next to their farm. On top of their down right positive attitudes, the education and healthy local food options they bring to the community are paramount to fighting our obesity and health epidemics. Their style of farming also lends itself to fighting another population health issue, I have worked on with Neighborworks Green Bay, social isolation.

Zoning and flow of traffic and accessibility are important, however as someone who has run small businesses, including farms, I believe they will need more time and accommodations to meet accessible bathroom and updated driveway requirements of the PUD. Farms, though good for the community, have tight margins and need time to be able to plan for and implement large site development plans. Small hike grown businesses like Valentine Gardens are the backbone of our society and I'm hoping y'all are able to work with them to allow for operations to continue while they work on the financial plan to get necessary zoning improvements made.

 Andy DiMezza 

I'm writing as a Green Bay resident in support of Valentine Gardens for a zoning plan that creates special regulation for them to operate their 5 acre urban farm, provide agricultural and sustainable living education and sell local food to our community at a farmstand on their residential property in the City of Green Bay. I understand Valentine Gardens will go before the City Planning Commission with a Planned Unit Development (PUD) on Monday April 28th at 6pm and while I can not personally attend due to seeing clients in my small business at that time, I would like it known I am in support of them and this request for zoning.

Having seen similar gardens grow to their proposed plan in other communities I foresee this as a great benefit for our community. As a former homeschool educator this farm is a great field trip location for local students (traditional and homeschool), and as a mental health advocate having more fresh produce options will fill a need and create positive morale in the city.

Valentine Farms currently have been part of the community for a decade and doing education and farmstand sales and approving their PUD this would allow them to extend their season and provide education and food to the community year long. My aunt a former major for a small town in Iowa often talks about how projects like this improved their city for the citizens and to this day a garden like this continues to add immense value to the lives of the residents.

I hope you will approve Valentine Garden PUD Monday. Thank you for taking this consideration.

Amy Wiltgen
1519 N Bay Highlands Dr
Green Bay WI 54311
920-455-9684



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 6, 2025

PREPARED BY

AGENDA ITEM # M.1

To approve the crossing guard service award to All City Management Services for an estimated amount of \$1,140,000 for a three-year contract, or \$380,000 per year effective June 1, 2025.

BACKGROUND

2024 actuals = \$358,000
2025 Budget = \$360,000
2025/2026 school year = \$380,000

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Finance Request Crossing Guard Service 4-2025.pdf V7



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

Phone 920.448.3047
Fax 920.448.3050

4/22/2025

Finance Committee 4/29/2025.

Consideration and possible action to approve The City of Green Bay Crossing Guard Services starting June 1, 2025 for school years 2026-2027-2028. The amount of \$1,140,000 is for the three-year contract. The estimated average annual commitment is \$380,000 per year. Annual spend will be subject to GBSD Green Bay School District's needs and requirements. This contract allows for a two-year contract renewal option after year three. Recommended contract award is All City Management Services formerly Cross Safe who is our current incumbent.

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

4/7/2025

RE: Notice of Intent to Award
RFP 2025-04 Police Crossing Guards Service

Dear Sir/Madam:

The evaluation of proposals received for this RFP has been completed and the following is recommended for award:

The City of Green Bay Police is recommending awarding Crossing Guards Service to All City Management Services. In the amount of \$1,140,000 for the three-year contract, with a two-year contract renewal in the annual average amount of \$380,000 per year.

The recommended award will be brought for approval before the next Finance Committee meeting scheduled for April 29 at 4:30pm.

The meeting is open to the public and attendance is not required. As the room and time may change, please confirm the date, time, and location if you plan to attend.

Please see the summary of bids received for this project.

Thank you for your continued interest in doing business with the city of Green Bay. If you have any questions, or require additional information, please feel free to contact me at 920-448-3049.

Sincerely,

Thomas Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

Attachment

CC: Kevin Warych

CITY OF GREEN BAY BID SUMMARY
RFP #2025-04 POLICE CROSSING GUARDS SERVICE
ISSUED: 02/11/2025 DUE: 03/20/2025
CC: 96100; 99000; 95800; 99027
Scoring Criteria & Points

		Highest Score (Avg.)			---->		
Evaluation Team Total Possible Points		All City Management Services			Crossing Guard Services		
	Categories	Option #1			Option #2		
		EV1	EV2	EV3	EV1	EV2	EV3
20	Overall Vendor Qualifications and experience along with Supervisory Personnel's qualifications and experiences.	20	15	18	15	10	16
20	Traning Program/ Implementation/ Gernerall	20	15	18	20	10	16
10	Reports/ Invoicing / Payment Terms	5	10	10	10	5	9
20	References for which school crossing guard services are currently being provided.	20	20	19	10	10	17
30	Cost Proposal	28	30	28	20	20	22
100	Vendor Score(s) (Total Possible Points = 100)	93	90	93	75	55	80
		92			70		

Recommendation: Award All City Management Services (Option #1) as the highest scoring vendor that provided the best overall solution and value to the City of Green Bay. All City Management Services
Proposal Cost: Rate Per Hour \$ 28.40 Crossing Guard Rate and Billable Supervisory hours/ Hours per Day Total 66-70 hours / Days per Year 183 Days per year = \$380,000 year one, additional years subject to potential price increase range. Contract will allow for negotiated supervisor billable hours and new charge back fee for COGBPD for any fill positions throughout the year. All City Management Services includes supervisory fees in \$28.40 labor rate offer, that is different from our current contract. Labor Rate fill is being changed from \$6.00 per hour to \$50.00 in the new contract.



ALL CITY MANAGEMENT SERVICES

March 10, 2025

Thomas J. Walenski
City of Green Bay Police Department
RFP No. 2505-04 Crossing Guard Services
100 N. Jefferson St., Green Bay, WI 54301

Dear Procurement Manager:

On behalf of All City Management Services, Inc. (ACMS), I would like to express our sincere appreciation for the potential opportunity to serve the City of Green Bay Crossing Guard Services Program.

We have received the Request for Proposal and have reviewed the Scope of Services, Proposal Requirements and agree with the terms and conditions set forth

Our goal is simple, to relieve the City of Green Bay Police Department of the day-to-day responsibilities of managing a School Crossing Guard Program. As your service provider, we will assume complete responsibility for the day-to-day operations of the City of Green Bay Crossing Guard Services program. This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision and management of the program.

Our experience managing similar programs of the same scope and size of the Green Bay Crossing Guard Services program has provided ACMS with a unique understanding of the scheduling requirements and the staffing needs of your program. We remain committed to providing on-site service consistent with the schedule and coverage currently in place.

We will maintain local supervision, alternate guards, a paging system and a 24-hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We also establish communication with each school to ensure proper scheduling.

We have become the nation's largest provider of private crossing guard services as a result of our singular focus to this industry, as well as the development of benchmark training. This includes our **"Employee Handbook for School Crossing Guards"** which details our Job Requirements, the initial and ongoing Training we provide, including our Site Evaluations, our Rules of Conduct, Crossing Guard of the Year recognition and the Certification Requirements for all ACMS Crossing Guards.

ACMS is an S-Corp corporation and has been providing School Crossing Guard services since 1985 and currently services over 325 clients in over 22 states.

We are certainly excited about the possibility of providing Crossing Guard services for the City of Green Bay Police Department Crossing Guard Services program. If you have any questions, please feel free to contact me at 800 540-9290

Sincerely,

Brian Brooks
Chief Operations Officer
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
800 540 9290, Ext 102
brianb@thecrossingguardcompany.com



ALL CITY MANAGEMENT SERVICES

DATE: April 22, 2025
TO: Mr. Thomas Walenski, City of Green Bay
FROM: Brian Brooks, Chief Operating Officer
SUBJECT: RFP follow-up questions

All City Management Services, Inc. (ACMS) is pleased to provide clarifying details regarding our submitted proposal. On Attachment C – Cost Proposal – RFP 2025-04, ACMS provided a rough listing of items included in the hourly billing. The proposed hourly bill rate of \$28.40/hour includes the expenses to cover tax and insurance burdens (such as FUTA, SUTA, General liability, Workers' Compensation, etc.), any operating expenses to manage your program, and includes the absorption of supervisory hours and burden. The ACMS model would not invoice you separately for supervisor hours or administrative assistant hours.

This will be a convenient change and simplification to your current billing model (previously Cross Safe) that included line itemization for Crossing Guard Services, Asst Supervisor, and Supervisor positions. This model would end with the current 2024/2025 school year.

The ACMS invoice in the new 2025/2026 contract will be a singular line for “School Crossing Guard Services”. The single rate will be inclusive for how we internally compensate and provide supervision hours. ACMS will only ever submit billing for the hours crossing guards are out on shift. If we have an open site covered by the PD or schools are out of service, we will not bill for those locations in the hours of service.

**Included in the following pages is an example Invoice for reference. Along with the invoice, we submit a Work Summary that details each site, each day, and the hours worked by the guards at that site for a 2-week period.

Additionally, ACMS offers a \$50 charge back for PD covered shifts. Having a strong partnership with the PD is important to keep a safety presence for the children and pedestrians. More importantly as a service provider, it is incumbent as the vendor to meet those obligations and only minimally call on PD resources. Getting PD support should be appropriately valued and offer the credit rate/charge back to be \$50/hour.

I hope this helps provide more context and we look forward to potentially providing services into the next school year under the new contract structure. Please let me know if there is any additional support I may provide.

Best regards,

Brian Brooks



99655

Please Note Below Our Remittance Address

P.O. Number

[illegible]

Please Note - Remit Payment Only to Address Below

All City Management Services, Inc.

PO BOX 847436

LOS ANGELES, CA 90084-7436



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 6, 2025

PREPARED BY

Dan Ditscheit, Parks Director

AGENDA ITEM # M.2

To approve up to \$75,000 of contingency funding to repair the water slides at the Joannes Aquatic Center.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Joannes Park Water Slides - 5 year structural inspection report - 4.23.25

STRUCTURAL ASSESSMENT REPORT

JOANNES PARK WATER SLIDE TOWER STRUCTURES

SLIDE A/B TOWER & SLIDE C TOWER

CITY OF GREEN BAY

4.23.25



Figure 1 - SLIDE A&B



Figure 2 - SLIDE C

STRUCTURAL INSPECTION REPORT

Prepared by:	Erik Johnson, P.E.
Job Name:	JOANNES PARK WATER SLIDES
Client:	CITY OF GREEN BAY
Date:	4.23.25

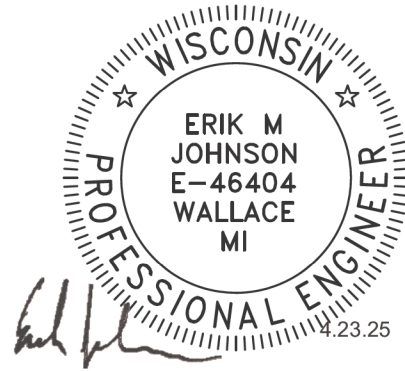


Table of Contents:

- I. Introduction and overview
- II. Summary of Inspection and Repair Requirements
 - SLIDE A&B
 - SLIDE C
- III. Appendix
 - A. Inspection Photos
- IV. References

ATTACHMENTS:

Existing drawings with repair notes

I. Introduction and Overview

The Joannes park water slide tower structures were built approximately 1996. There have been minor repairs and some painting done since then, but the majority of structural members appear to be original.

Original design drawings were reviewed and an onsite inspection of all wood, steel and exposed concrete members were reviewed for structural integrity.

The goal of the inspection and required repairs is to provide continued safe use for at least the next five years.

The report contains a summary of inspection findings, repair recommendations, photos and marked up existing drawings indicating required repairs.

II. Summary of Inspection

Date of Inspection: April 8, 2025

Location: Joannes Park Aquatic Center, Green Bay, WI

Weather: Sunny and 48 Degrees F

Equipment: Tape Measure, Screwdriver/awl, camera

Inspector: Erik Johnson, PE

Definitions:

Good: Considered to be in average or better-than-average condition and functioning properly. Normal weathering or wear and tear may be evident.

Fair: Considered to be in average or worse-than average condition, but still functioning properly. Significant weathering or moderate decay may be setting in indicating remaining life is limited. Maintenance may be required. Repair or replacement soon is necessary to maintain proper function.

Poor: Considered to be failing or in danger of imminent failure. Materials may be decayed beyond point of repair and strength may be compromised. Replacement or major repair is required.

Summary of Inspection Findings and recommendations:

SLIDE A&B STRUCTURE

Main timber columns

The main timber columns are in Fair Condition. The bases are starting to split, however no rot was discovered. The only concern was that some of the steel hold down components are significantly corroded and bolts are missing.

Recommendation: Within the next year, repair the significantly corroded steel hold down at column P13 and replace all missing bolts.

Cross Bracing:

The cross bracing is steel round bar and is in good condition. Minor corrosion was noticed at some locations, however it is not affecting the structural integrity of the bracing at this time and is not anticipated to be an issue within the next five years.

No repair required.

Stringers

Most of the stringers are in fair condition, showing signs of significant weathering with seasonal checking and splits. Some of the stringers as noted on the plans have excessive splitting and checking due to age, and the strength of rail connections at these stringers is compromised. Therefore replace the stair stringers indicated on the plans in order to provide safe rail post connections.

Recommendation: Replace stringers indicated on the plans.

Guard rail

The guard rail is in fair condition up to the second landing. Starting at the second landing and going up, the guardrail posts should be replaced. Significant weathering has caused splitting at the connection points.

Recommendation: Replace guard rail posts indicated on the plans.

Misc. Wood members

There are miscellaneous wood members that also require replacement:

- The West 2x12 fascia board at the top platform has excessive splitting due to weathering and is compromising the guardrail connections. Replace this fascia board, along with the guardrail above it as noted on the plans.
- The upper bearing block on column P-14 is splitting and requires replacement See plans for location.

Steel waterslide support framing

The steel framing supporting both water slides appears to have been re-painted at some point, however there is excessive corrosion at main support arms and bearing points. It appears that water may be accumulating inside the tubes and causing corrosion and possibly bursting due to freezing. Many of the main support braces and bearing points are compromised. Measurements taken at bearing points indicated up to 50% section loss due to corrosion.

Recommendation:

Replace the braces at locations indicated on the plans with new braces of the same design. Field measurements should be taken to confirm the dimensions shown on the design documents prior to fabrication.

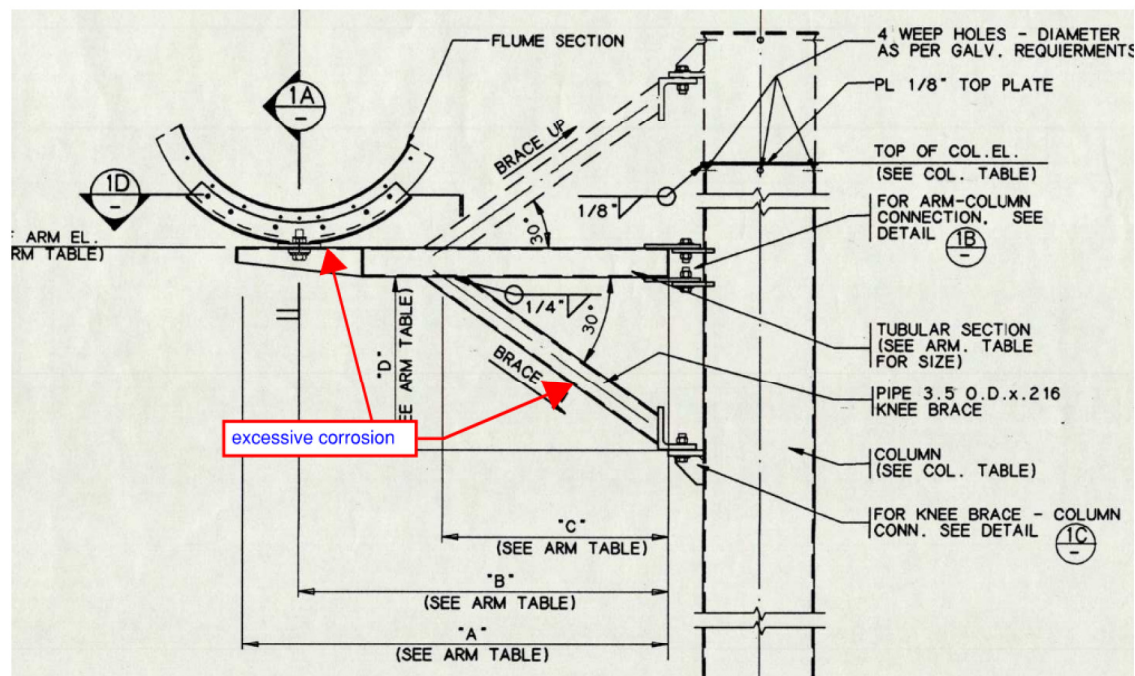


Figure 3 - TYPICAL SUPPORT ARM DETAIL

Conclusion and Scope of Work slides A&B:

The structural integrity of much of the wood tower is fair, with significant weathering apparent. Most wood members, with the exception of items listed below (such as a few stringers, guard rail members and some misc. items) are sufficient for another 5 years of use. Many of the steel support braces are showing excessive corrosion and are not longer safe for use. Steel framing components as indicated below and on the plans should be replaced.

REQUIRED SCOPE OF WORK FOR SLIDES A&B TOWER REPAIRS:

- 1) Replace missing bolts at main column steel hold downs at bases.
- 2) Install new hold down device at column P13 due to excessive corrosion of the existing hold down. See plans for details.
- 3) Replace 2 stringer members as shown on the plans
- 4) Replace guard rail posts starting at the second landing and up thru the top
- 5) Replace entire guard rail and supporting fascia board at the West side of upper platform as indicated on the plans.
- 6) Replace (9) corroded steel brace frames at locations indicated on the plans.

See plans for all required work to be completed.

SLIDE C STRUCTURE

Main timber columns

The main timber columns are in Fair Condition. The bases are starting to split; however no rot was discovered.

No repairs required.

Cross Bracing:

The cross bracing is steel round bar and is in good condition. Minor corrosion was noticed at some locations, however it is not affecting the structural integrity of the bracing at this time and is not anticipated to be an issue within the next five years.

No repair required.

Stringers

Two stringer/landing platform members are showing excessive splitting and should be replaced to provide sufficient strength for rail connections

Recommendation: Replace stringers and members indicated on the plans.

Guard rail

The guard rail is in poor condition. The outside posts require replacement starting at the ground level and up to the second landing due to excessive splitting and rotting. The entire guardrail starting at the upper stair run and including the upper platform requires replacement due to excessive rotting and splitting.

Recommendation: Replace guard rail posts and members as indicated on the plans

Steel waterslide support framing

The steel framing supporting the water slide showed the same excessive corrosion and possible loss of section strength as the first tower. The support arm should be replaced.

Recommendation:

Replace the brace at location indicated on the plans with new brace frame of the same design. Field measurements should be taken to confirm the dimensions shown on the design documents prior to fabrication.

Conclusion and Scope of Work slide C:

The structural integrity of the majority of the wood tower is fair, with significant weathering apparent. Many of the wood members with the exception of the main columns require replacement. The steel support arm shows excessive corrosion and is no longer safe for use. Steel framing components as indicated below and on the plans should be replaced.

REQUIRED SCOPE OF WORK FOR SLIDE C REPAIRS

- 1) Replace 2 stringer/landing members as shown on the plans
- 2) Replace guard rail posts at outside rail up to landing two, and the entire guardrail starting at run 2 and up. See plans for locations.
- 3) Replace steel support arm at slide support frame.

See plans for all required work to be completed.

ADDITIONAL STEEL FINISHING NOTE: The original plans indicated hot dipped galvanized steel components. It is not clear whether they were originally hot-dip galvanized, however the amount of corrosion suggests they may not be. The repairs indicate all new members to be hot-dipped galvanized as a long-term replacement, however if only needed to sustain the next 5 years of service, an epoxy coated carbon steel would be sufficient. This would be more economical and faster to procure.

V. APPENDIX

PHOTO REPORT

	PHOTO	1
	SLIDE A,B OVERVIEW	
	PHOTO	2
	SLIDE A/B POST P13 CORRODED HOLD DOWN	

	PHOTO	3
	SLIDE A/B POST P13 HOLD DOWN WITH MISSING NUT AND EXCESSIVE CORROSION	
	PHOTO	4
	SLIDE A/B POST P14 MISSING NUT	

	PHOTO	5
	SLIDE A/B TYPICAL BRACING MEMBERS	
	PHOTO	6
	SLIDE A/B HORIZONTAL BRACE CONNECTION	

Z 	PHOTO7
	PHOTO8
	SLIDE A/B TYPICAL STEEL SUPPORTS UNDER STAIRS
	SLIDE A/B POST P14 BEARING BLOCK

	PHOTO	9
	SLIDE A/B TYPICAL SLIDE BEARING POINT CORROSION	
	PHOTO	10
	SLIDE A/B TYPICAL BRACE THAT REQUIRES REPLACEMENT DUE TO BEARING POINT CORROSION	

	PHOTO	11
	SLIDE A/B TYPICAL BRACE CORROSION AT TUBE MEMBER	
	PHOTO	12
	SLIDE A/B CLOSE UP OF PHOTO 11	

	PHOTO	13
	SLIDE A/B ANOTHER CLOSEUP OF PHOTO 11	
	PHOTO	14
	SLIDE A/B PREVIOUSLY PAINTED OVER EXCESSIVE CORROSION / LOSS OF SECTION	

	PHOTO	15
	SLIDE A/B TOP OF GUARD RAIL POST EXCESSIVE WEATHERING	
	PHOTO	16
	SLIDE A/B EXCEEIVE WEATHERING AND SPLITTING OF GUARDRAIL POST	

	<table><tr><td>PHOTO</td><td>17</td></tr><tr><td colspan="2">SLIDE A/B WEST RAIL AT UPPER PLATFORM</td></tr></table>	PHOTO	17	SLIDE A/B WEST RAIL AT UPPER PLATFORM	
PHOTO	17				
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	<table><tr><td>PHOTO</td><td>18</td></tr><tr><td colspan="2">SLIDE A/B UPPER OUTSIDE STRINGER REQUIRES REPLACEMENT DUE TO EXCESSIVE SPLITTING DUE TO WEATHERING</td></tr></table>	PHOTO	18	SLIDE A/B UPPER OUTSIDE STRINGER REQUIRES REPLACEMENT DUE TO EXCESSIVE SPLITTING DUE TO WEATHERING	
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	PHOTO	19
	SLIDE A/B STRING FROM 2 ND TO 3 RD LANDING, EXCESSIVE SPLITTING AND CHECKING	
	PHOTO	20
	SLIDE A/B INSIDE BEARING BLOCK AT POST P-14	

	PHOTO	21
	SLIDE A/B TYPICAL EXCESSIVE CORROSION AT BEARING OF SLIDE SUPPORT SADDLE	
	PHOTO	22
	SLIDE A/B TYPICAL EXCESSIVE CORROSION OF SUPPROT ARM TUBE.	

	PHOTO	23
	SLIDE C OVERVIEW	
	PHOTO	24
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	PHOTO	25
	SLIDE C MAIN COLUMN	
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	SLIDE C POST	

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	SLIDE C POST	
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	SLIDE C POST	

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	PHOTO	35
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	PHOTO	36
	SLIDE C CORROSION CLOSEUP	

REFERENCES

WHITEWATER ORIGINAL DESIGN DRAWINGS DATED 11.22.1995



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 6, 2025

PREPARED BY

Dan Ditscheit, Parks Director

AGENDA ITEM # M.3

To approve the hiring of Beson and Houle for \$56,200 to complete the necessary steel repairs on the water slides at the Joannes Aquatic Center.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Joannes Aquatic Slide Support Proposal
2. Single Source Approval Form A - Joannes Aquatic Center

Beson & Houle LLC

Structural, Miscellaneous & Ornamental Steel

Southern Office:

W10716 Konow Road Rosendale, WI 54974

Northern Office:

2418 Industrial Drive, Neenah, WI 54956

Phone: 920-979-2914

PROPOSAL

DATE: 5/1/2025

PROPOSAL NO. 050125-4

TO: City of Green Bay ATTN: Kaurie Mihm
FROM: Matt Krentz, 920-538-6976
SUBJECT: Joannes Waterslide – Green Bay, WI

We hereby submit our proposal to provide all labor, tools, supervision, and incidentals necessary to perform work as described below. ***STEEL FURNISH & ERECT ONLY ***

JOB DESCRIPTION:

- a) Furnishing and installing approximately 14 support brackets
- b) All necessary hardware
- c) Applying the Tnemec paint system finish coat on all new steel
- d) Providing all necessary shoring

BASED ON THE FOLLOWING:

Drawings provided by: Emma Browne on April 11, 2025

B&H will provide equipment to erect structural steel and scoped items above **ONLY**

Anticipated Schedule: Working Monday – Friday 7:00 to 3:30 Day Time Only

No Overtime Included

No Winter Condition included

Completion by June 30, 2025

Exclusions:

- Miscellaneous metals by others UNO
- No demo work included
- Temporary safety cabling furnished and installed by others
- Concrete by others
- Grouting by others
- Cold-form/Light gauge framing by others
- Mechanical work by others
- Setting of bollards by others
- All embedded items installed by others
- Setting of lintels by others
- All traffic control by others

THE ABOVE REFERENCED BASE BID WORK SHALL BE PERFORMED FOR THE SUM OF:

Furnish and Erect Total: \$ 56,200.00

THIS PROPOSAL IS BASED ON THE FOLLOWING GENERAL TERMS/CONDITIONS/CLARIFICATIONS:

- 1. Based on 1 mobilization.
- 2. No taxes included
- 3. We do not include any bonds, permits, or fees
- 4. Due to potential volatility in the market, this proposal is good for 10 days.
- 5. We do not include any independent testing or inspection services
- 6. Terms of Payment: Net 30 on progress billings

BESON & HOULE LLC is a DBE/MBE Certified, 100% Minority Owned and Operated Business Enterprise
Accepted:

COMPANY	Beson & Houle LLC
BY	Matt Krentz mkrentz@beson-houle.com / 920-538-6976
TITLE	Estimator
DATE	DATE: 5/1/2025

City of Green Bay, Wisconsin
REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : Purchasing Division/Administrative Services

DATE: 04/29/20

FROM: Department/Division Parks, Recreation & Forestry

REQUISITION #

List "No Substitute" Item(s) here:

Request to Hire Beson and Houle to complete steel repairs to the water slides at the Joannes Aquatic Center for a total cost of \$56,200.

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$ \$56,200
- ☐ 2) Annual Commodity purchase: Estimated annual cost: \$
- ☐ 3) Item may be purchased again: Indicate term: Estimated Annual Cost: \$
- Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)

Check appropriate justification(s). Provide DETAILED explanation(s) below.

- ☐ 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.
- ☒ 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.
- ☐ 3. Item(s) is (are) only acceptable replacement part(s) known for _____ (Identify)
- ☐ 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
- ☐ 5. Safety:
- ☐ 6. Other:

*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

Recently the City recieved a structural analysis report from a consultant indicating that the water slides at the Joannes Aquatic Center are in need of structural steel repairs. Until this work is completed the slides must remain closed. The Parks Department is requesting approval to hire Benson and Houle for a total cost of \$56,200 to complete these repairs. The City has previously worked with this vendor on repairs to these slides. Although there may be other vendors that may be capable of completing this work, this contractor is the only contractor available to start this work immediately and will have the repairs completed by mid-June, in time for majority of the pool season. If we were to seek other comparable vendors, the slides would likely not be repaired until after the pool season is completed.

Approvals:

Requestor: Thomas Walenski

Date: 4/29/25

Department Head: Daniel Ditscheit

Date: 4/29/25

Purchasing Manager:

Date:



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 6, 2025

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # M.4

To approve the request for a City resolution authorizing Investment Creations LLC to submit a Community Development Investment (CDI) grant application to the Wisconsin Economic Development Corporation (WEDC) for the proposed rehabilitation of 109 N. Adams St., 101 N. Adams St., and 227 E. Walnut St. (Parcels 12-118, 12-122, 12-119).

BACKGROUND

WEDC's CDI grant program supports urban, small-city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects with emphasis on, but not limited to, downtown community-driven efforts. Funded activities should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners.

To apply for CDI funds, the applicant is required to obtain a resolution from the local municipality authorizing the submittal of the application. Municipalities may only authorize one CDI application per fiscal year, or two per fiscal year if one of the projects is located within a federally designated Opportunity Zone. Investment Creations, LLC intends to apply for a CDI grant and has requested the authorization resolution from the City of Green Bay to complete their application submittal.

If awarded, the CDI grant will be used to support the rehabilitation of the Schauer and Schumacher buildings, located at 109 N. Adams Street, 101 N. Adams Street, and 227 E. Walnut Street for the establishment of an office space, one market-rate residential unit, and at least one commercial retail unit. The Property is listed as a contributing property to the Green Bay Historic District, which is listed on the National Register of Historic Places. At the March 4, 2025 meeting of the City of Green Bay Common Council, a development agreement was approved supporting the project contingent on the Developer securing all necessary approvals through the State Historic Preservation Office (SHPO) and the Landmarks Commission.

The rehabilitation project is expected to increase the property's assessed value from the current value of \$0.00 to \$1,500,000.00 upon completion.

RECOMMENDATION

Approval of a City resolution authorizing Investment Creations LLC to submit a Community Development Investment (CDI) grant application to the Wisconsin Economic Development Corporation (WEDC) for the proposed rehabilitation of 109 N. Adams St., 101 N. Adams St., and 227 E. Walnut St. (Parcels 12-118, 12-122, 12-119).

FISCAL IMPACT

Approval of the request does not obligate the City to provide any additional funds.

ATTACHMENTS

I. CDI Authorization Resolution 20250506

**RESOLUTION AUTHORIZING THE SUBMISSION OF A COMMUNITY
DEVELOPMENT INVESTMENT GRANT APPLICATION FOR
109 N. ADAMS STREET, 101 N. ADAMS STREET, AND 227 E. WALNUT STREET**

May 6, 2025

WHEREAS, the Community Development Investment (CDI) grant program, managed by the Wisconsin Economic Development Corporation (WEDC), provides incentives for shovel-ready projects that prioritize downtown community development, resulting in measurable benefits such as job creation, increased property values, and leveraged investments from local and private partners; and

WHEREAS, Investment Creations, LLC proposes to rehabilitate existing buildings, located at 109 N. Adams Street, 101 N. Adams Street, and 227 E. Walnut Street, which will allow for the establishment of an office space, one market-rate residential unit, and at least one commercial retail unit; and

WHEREAS, Investment Creations, LLC intends to submit an application for a CDI grant to assist with the project costs; and

WHEREAS, WEDC requires a City resolution authorizing Investment Creations, LLC to submit a grant application as a prerequisite for the CDI grant application process; and

THEREFORE, BE IT RESOLVED, by the Common Council of the City of Green Bay that the City authorizes the submittal of a CDI grant application by Investment Creations, LLC for the rehabilitation of 109 N. Adams Street, 101 N. Adams Street, and 227 E. Walnut Street, which will allow for the establishment of an office space, one market-rate residential unit, and at least one commercial retail unit.

Adopted _____

Approved _____

Mayor

Clerk

Attachment – Map

Project Map – 101 N. Adams St., 109 N. Adams St., and 227 E. Walnut St.



Legend

ParcelLine

- Block boundary
- Bulkhead Line
- Historic Parcel Line (20under)
- Hydrography
- Lines between deeds or lots (20pdashed)
- Lot boundary

- Meander line
- Original Right of Way
- PLSS line
- Parcel line
- Plot boundary
- Private Road Right of Way
- Right of Way line
- Undetermined

- V
- C
- M
- L
- H
- B

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.

Date Printed: 06 Feb 2025

City of Green Bay

GB - GIS



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 6, 2025

PREPARED BY

AGENDA ITEM # M.5

To approve a resolution to refund 2024 real estate taxes on parcel 21-4988 for Beth Wielgus (Conrad) at 811 Amberly Trail.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. 2024 Real Estate Taxes - Parcel# 21-4988



Office of the City Assessor

DATE: April 23, 2025
TO: Finance Committee
City of Green Bay
FROM: Russ Schwandt
Assessor
RE: Adjustment of **2024** REAL PROPERTY Tax Bill

Please be advised that I recommend that the **2024** tax bill be adjusted for the following REAL PROPERTY account:

<u>PARCEL #</u>	<u>OWNER NAME</u>	<u>ADDRESS</u>
21-4988	Beth A Wielgus (Conard)	811 Amberly Trl

Reason: Made Open Book Adjustment that was not applied to the 2024 assessment.

The assessed value of the real property was \$232,800
The corrected 2024 real property assessment is \$228,700
Difference of \$4,100
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. ☐ Personal property account no. 21-4988			Is this parcel in a TID? ☒ No ☐ Yes TID no.																																																																								
3	Property owner name BETH A CONRAD WIELGUS			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)</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>Total Assessment Difference (c - f)</th></tr></thead><tbody><tr><td>1 Res.</td><td>38,600</td><td>194,200</td><td>232,800</td><td>1 Res.</td><td>38,600</td><td>190,100</td><td>228,700</td><td>4,100</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr><tr><td>Total</td><td>38,600</td><td>194,200</td><td>232,800</td><td></td><td>38,600</td><td>190,100</td><td>228,700</td><td>4,100</td></tr></tbody></table>				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)	1 Res.	38,600	194,200	232,800	1 Res.	38,600	190,100	228,700	4,100									0									0									0									0	Total	38,600	194,200	232,800		38,600	190,100	228,700	4,100
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8	Select the appropriate statute and explanation why these taxes were rescinded or refunded. Statute no(s). 70.43 - Assessor correction of error Explanation: Arithmetic, Transpositional, or similar error Additional explanation: (If you need more space, include as an attachment) During 2024 Open Book, discussed value change with owner and agreed to change valuation. Sent owner an amended assessment notice that was signed and returned. The value was not changed in the roll for 2024.																																																																											

9	Preparer name JIM PLACEK	Email JIM.PLACEK@GREENBAYWI.GOV
	Daytime phone (920) 448-3069	

CITY OF GREEN BAY

Total Due For Full Payment

Bill #: 8138023

Parcel #: 21-4988

Alt. Parcel #:

BETH A CONARD
WADE & BETH WIELGUS
PO BOX 614
PULASKI WI 54162

By January 31, 2025

\$4,568.33

- - OR - -

Pay First Installment

By January 31, 2025

\$2,284.17

Make Check Payable and Mail to:

CITY OF GREEN BAY
TAX COLLECTION
100 N JEFFERSON ST ROOM 106
GREEN BAY WI 54301-5026
(920) 448-3055



Tear 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 54301-5026

ONLINE: 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.



STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2024
CITY OF GREEN BAY
BROWN COUNTY

BILL NO. 8138023

SEQ# 16680

Correspondence should refer to parcel number
PARCEL# 04-1000

PARCEL#: 21-4988

Property Address
811 AMBERLY TRL

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Asgmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	☐ A star in this box means unpaid prior year taxes
38,600	194,200	232,800	0.7985	48,300	243,200	291,500	
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	4,637.92
CITY OF GREEN BAY	24,450,624	24,991,964	1,775.57	1,891.26	6.5%	First Dollar Credit	-69.59
NORTHEAST WINTAE	7,003,376	6,918,247	154.52	164.20	6.3%	Lottery Credit	
GREEN BAY SCH DIST	154,648,089	163,729,091	1,735.91	1,792.23	3.2%	Net Property Tax	4,568.33
BROWN COUNTY	3,101,012	3,125,705	756.74	790.23	4.4%		
Total							
	189,203,101	198,765,007	4,422.74	4,637.92	4.9%		
	First Dollar Credit		74.35	69.59	-6.4%		
	Lottery & Gaming Credit						
	Net Property Tax		4,348.39	4,568.33	5.1%		
School taxes reduced by school levy tax credit	\$ 437.81	[IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.]		[Net Assessed Value Rate (Does Not reflect credits)		0.019922324	
BETH A CONARD		1667392	166591	ACRES:	0.275	RETURN THIS PORTION AS YOUR COPY	
BETH & BETH WIELGUS		0.275 AC M/L DECLEENE					
PO BOX 614		SUBDIVISION LOT 23					
FOR INFORMATIONAL PURPOSES ONLY - Voter Approved Temporary Tax Increases							
Taxing Jurisdiction	Total Additional Taxes Applied to Property	Year Increase Ends	SEE REVERSE FOR IMPORTANT INFORMATION				
GREEN BAY SCH DIST	8,179,901.94	2025					
GREEN BAY SCH DIST	11,611,681.68	2027					
GREEN BAY SCH DIST	23,405,154.44	2034					
TOTAL DUE FOR FULL PAYMENT PAY BY January 31, 2025							
▶ \$ 4,568.33							
Warning: 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:							
2284.17 DUE BY 01/31/2025							
2284.16 DUE BY 07/31/2025							

CITY OF GREEN BAY
TAX COLLECTION
100 N JEFFERSON ST ROOM 106
GREEN BAY, WI 54301-5026

TAX BILL ENCLOSED
for 21-4988

PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
UMS

FORWARDING SERVICE REQUESTED

BETH A CONARD
WADE & BETH WIELGUS
PO BOX 614
PULASKI WI 54162

BETH A WIELGUS (CONARD)
811 Amberly Trl
GREEN BAY, WI 54311

Calculation for Real Estate - Assessed Value

FILING RECINDED/REFUNDED TAX IN 2025

ORIGINAL TAX BILL 2024

TAX ROLL YEAR

2024

PARCEL

21-4988

LAND	IMPROV	TOTAL ASSESSED VALUE	TAX RATE	TOTAL DUE	RATIO	ESTIMATED FAIR MARKET VALUE
38,600	194,200	232,800	19.92	\$4,637.90	0.7985	291,500
						TOTAL TAX
						\$4,637.92
					Less first \$ Credit	\$ (69.59)
						\$4,568.33
					\$4,637.92	

REVISED TAX BILL 2024

LAND	IMPROV	TOTAL ASSESSED VALUE	TAX RATE	TOTAL DUE	RATIO	ESTIMATED FAIR MARKET VALUE
38,600	190,100	228,700	19.92	\$4,556.20	0.7985	286,400
						TOTAL TAX
						\$4,556.24
					Less first \$ Credit	\$ (69.59)
						\$4,486.65
					\$4,556.24	

REFUND OR RESCINDED

LAND	IMPROV	TOTAL ASSESSED VALUE	TAX RATE	TOTAL DUE	RATIO	ESTIMATED FAIR MARKET VALUE
-	4,100	4,100	19.92	\$81.70	0.7985	5,100
						TOTAL TAX
						\$81.68
						\$ (69.59)
						\$12.09
Amount City to refund						\$81.68

**RESOLUTION AUTHORIZING CANCELLATION
OF 2024 REAL ESTATE PROPERTY TAXES**

May 6, 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 29, 2025, the real estate property taxes for 2024 for the following parcel is hereby rescinded.

<u>Parcel</u>	<u>Amount</u>
21-4988	\$81.68
Beth Wielgus (Conrad)	
811 Amberly Trail	

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 6, 2025

PREPARED BY

AGENDA ITEM # N.I

To approve a sponsorship agreement with Children's Hospital and Health System, Inc. for a donation of \$20,000 towards Kid's Day on June 25th, 2025.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. City of Green Bay - Sponsorship Agreement Kids Day 4.3.2025

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (hereinafter “Agreement”) is made and effective this April 3, 2025 (the “Effective Date”) by and between the City of Green Bay, a Wisconsin Municipal Corporation, on behalf of its Parks, Recreation and Forestry Department (hereinafter “GBPRFD”) and Children's Hospital and Health System, Inc., a Wisconsin Corporation (hereinafter “CHILDREN’S HOSPITAL”), each a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, GBPRFD has a mission to enrich and strengthen the community by promoting healthy lifestyles, personal development, and community enjoyment through recreational and educational experiences for people of all ages and abilities; and

WHEREAS, GBPRFD seeks collaborative relationships with community entities that work to engage youth, families, schools, and the greater Green Bay community in activities that improve and promote health and wellness; and

WHEREAS, CHILDREN’S HOSPITAL is dedicated to providing access to the highest quality health care and services to children living in Wisconsin; and

WHEREAS, CHILDREN’S HOSPITAL wishes to sponsor Green Bay Kids’ Day, which will be held at Bay Beach Amusement Park on Wednesday, June 25, 2025 (the “Event”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, the Parties agree as follows:

1. RESPONSIBILITIES OF CHILDREN’S HOSPITAL

- a. Provide GBPRFD with a logo for placement on promotional flyers, event signs, and banners.
- b. Contribute a sponsorship investment to GBPRFD in the amount of \$20,000.00 for the Event, which represents a financial commitment of \$10,000.00 to provide free rides at Bay Beach Amusement Park from 3:00 p.m. to close, \$1,500.00 for promotional giveaways, \$1,500.00 for signage, and \$7,000.00 for entertainment expenses.
- c. Delegate and provide a contact person to coordinate with GBPRFD in implementing this Agreement. CHILDREN’S HOSPITAL may change its contact person at any time upon written notice to GBPRFD.

2. RESPONSIBILITIES OF GBPRFD

- a. Recognize CHILDREN'S HOSPITAL as a Presenting Sponsor on all Event marketing materials, including press releases, promotional flyers, and digital/social media advertisements.
- b. Include CHILDREN'S HOSPITAL in public acknowledgments during the Event, including mentions in speeches and presentations and the opportunity to have a member of CHILDREN'S HOSPITAL staff participate in the opening presentation.
- c. Include CHILDREN'S HOSPITAL's logo on the Event website and in all promotional materials related to the Event. This includes all print and social media marketing.
- d. Provide opportunity for CHILDREN'S HOSPITAL to have an onsite presence and distribute their own materials during the Event at a location of CHILDREN'S HOSPITAL'S choosing within the Event.
- e. Allow CHILDREN'S HOSPITAL to review and approve all use of their logo before production or release.
- f. Delegate and provide contact person, James Andersen (James.andersen@greenbaywi.gov), to coordinate with CHILDREN'S HOSPITAL in implementing this Agreement.

3. TERM

This Agreement will be in effect from the Effective Date through June 25, 2025, unless terminated pursuant to the provisions of Section 4 of this Agreement.

4. TERMINATION

- a. If either Party fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the non-breaching Party will thereupon have the right to terminate this Agreement by giving ten (10) days written notice of termination of the Agreement, specifying the alleged violations and effective date of termination. This Agreement will not be terminated if, upon receipt of the notice, the breaching Party promptly cures the alleged violation prior to the end of the ten (10) day period.
- b. Either Party has the right to terminate this Agreement at any time, for any reason, by giving the other Party thirty (30) days written notice by Certified Mail or Registered Mail of such termination.
- c. Upon termination of this Agreement for any reason, GBPRFD shall refund to CHILDREN'S HOSPITAL all prepaid monies which have not been used for the activities set forth in Sections 2.a and 2.b.

5. INDEPENDENT CONTRACTORS

In entering into this Agreement, and in acting in compliance herewith, the Parties acknowledge and agree that CHILDREN'S HOSPITAL and GBPRFD are at all times acting and performing as independent contractors, duly authorized to perform their required acts hereunder. Nothing contained in this Agreement shall be construed or interpreted as creating a relationship of joint venturers, partners, principal and agent, or employer and employee under any circumstances. Neither Party may be charged with the obligation or responsibility of extending any fringe benefits, such as hospital, medical, and life insurance or pension plans, to any employee or contractor of the other Party pursuant to this Agreement.

6. NOTICES

All notices provided for under this Agreement shall be in writing and shall be sufficient if personally delivered, sent by registered or certified mail, return receipt requested, or by email to the addresses set forth below or to such other address as a Party may designate to the other Party in writing. Each such notice will be deemed to have been received: (a) as of the date emailed if receipt has been electronically confirmed or so long as a duplicate copy is contemporaneously provided by another notice methodology set forth in this Section; (b) as of the date actually delivered if sent by a recognized delivery service that uses delivery tracking processes; or (c) as of the date actually delivered if delivered by personal courier to the office location of the recipient during normal business hours.

If to CHILDREN'S HOSPITAL:

Children's Hospital and Health System, Inc.
999 N 92nd Street, Suite 610
Milwaukee, WI 53226
Attn: Advertising and Brand Manager
Email: LSimson@childrenswi.org

With a copy to:

Children's Hospital and Health System, Inc.
999 N 92nd Street, Suite C760
Milwaukee, WI 53226
Attn: Office of the General Counsel
Email: LegalDept@childrenswi.org

If to GBPRFD:

James Andersen
100 N. Jefferson St, Room 510
Green Bay, WI 54301
Email: James.Andersen@greenbaywi.gov

7. AMENDMENT AND ASSIGNMENT

No modification, expansion, assignment, or amendment of this Agreement will be of any force or effect unless in writing and signed by the Parties hereto. This Agreement may not be assigned by either Party, in whole or in part, without the prior written consent of the other Party. This Agreement shall inure to the benefit of, may be enforced by, and shall be binding upon the Parties and their permitted successors and assigns.

8. SEVERABILITY

All terms and covenants herein are severable. In the event any single term or covenant is found to be invalid by an agency or court of competent jurisdiction, this Agreement will be interpreted as if such invalid term or covenant was not contained herein.

9. CHOICE OF LAW

This Agreement will be governed in all respects by, and construed in accordance with, the laws of the State of Wisconsin.

10. FINAL EXPRESSION

This Agreement is intended by CHILDREN'S HOSPITAL and GBPRFD as a final expression of their agreement and as a complete and exclusive statement of its terms. This Agreement supersedes all prior proposals, negotiations, conversations, discussions, and agreements between the Parties concerning the subject matter hereof.

11. EXCLUDED PARTY LAW.

GBPRF represents and warrants that neither it nor its subcontractors are excluded from receiving or being a party to any federal contract or subcontract pursuant to any federal statute, rule, regulation, executive order, or government instruction. GBPRF shall notify CHILDREN'S HOSPITAL of any exclusion or adverse action or any basis therefore within seven (7) days of its learning of any such exclusion or adverse action or any basis therefore. Ineligibility to participate in any federal health care program is grounds for immediate termination of this Agreement at CHILDREN'S HOSPITAL's sole discretion.

12. USE OF MARKS.

Neither Party will use the other Party's name, logos, trademarks, or other marks without that Party's written consent for each specific use.

13. COMPLIANCE WITH LAWS.

Each Party represents and warrants that it shall comply with all applicable federal and state laws and regulations regarding their respective obligations hereunder.

14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTS.

Each Party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that Party or its employees or representatives in the performance or omission of any act or responsibility of that Party under this Agreement.

15. WAIVER.

No failure or delay on the part of either Party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. Any waiver granted hereunder must be in writing and signed by the Party against whom the waiver is asserted and shall be valid only in the specific instance in which given.

16. FORCE MAJEURE.

Neither Party shall be liable for any delay or default caused by conditions beyond the reasonable control of the Party whose performance is affected. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. This provision shall not apply where the damages, delay, or default could have been avoided by reasonable precautions.

17. SURVIVAL.

Those provisions of this Agreement which, by their nature, are meant to survive termination shall so survive, and include, without limitation, provisions related to ownership of marks and governing law.

18. COUNTERPARTS.

This Agreement may be executed in counterparts, and the signatures on this Agreement may be transmitted electronically. Electronic signatures shall be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of the Parties shall be deemed to constitute a single, enforceable contract.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties agree to the terms set forth in this Agreement.

CITY OF GREEN BAY

By _____
Eric Genrich, Mayor

By _____
Celestine Jeffreys, Clerk

CHILDREN'S HOSPITAL AND HEALTH SYSTEM, INC.

By: _____
Name: _____
Its: _____



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 6, 2025

PREPARED BY

AGENDA ITEM # N.2

To approve hiring NES Ecological Services to conduct a prairie burn at He-Nis-Ra Park, contingent on the Fire Department's review and approval of the burn plan.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. City of Green Bay Rx Burn Proposal_ He-Nis-Ra Park
2. HeNisRa_Rx_Map

April 21, 2025

Maria Otto
Conservation Corps Coordinator
City of Green Bay
Parks, Recreation and Forestry Department
100 North Jefferson Street, Room 510
Green Bay, WI 54301-5026
Maria.Otto@greenbaywi.gov

RE: Proposal for Prescribed Burn

Dear Maria:

NES Ecological Services (NES) is pleased to submit this proposal for the implementation of an approximate 5-acre prescribed burn in He-Nis-Ra Park within Section 31, T24N, R20E, City of Green Bay, Brown County, WI.

SCOPE OF SERVICES

Conducting a prescribed burn in the fallow field will assist in thatch removal and aid in native species restoration site preparation. It will set back cool season grass species such as reed canary grass (*Phalaris arundinacea*) that may be rebounding in the treatment area. The controlled burn will also blacken the ground, allowing the soil to warm more quickly which will promote vigorous plant growth next spring.

The following sections provide an outline of the proposed scope of work, cost and schedule for the burn.

Burn Plan Preparation

Prior to conducting the prescribed burn, NES will write a burn plan. The plan will outline the following:

- Landowner Information
- Burn Objectives
- Current Site Conditions
- Ignition Plan
- Mop-up Plan
- Safety Plan
- Adjacent Landowner Contacts
- Agency Contacts
- Required Permits

NES will take care of securing the required permit from the Green Bay Metro Fire Department and notifying the City of Green Bay, adjacent landowners and the pertinent agencies.

Conduct Burn - ~ 5.0 acres

The burn will be scheduled to occur in the months of April or May 2025. The day of the burn, NES will provide a crew of at least 4 people, appropriate safety apparel, water equipment (500 gallon tank), and an assortment of hand tools and sprayers for the job, including drip torches to ignite the controlled burn unit. NES will lead the burn and be responsible for the mop-up work after the burn is completed. Our crew will back-burn the unit to ensure better consumption of the existing fuels. It is expected that the burn will be completed in one day. NES has prescribed burn insurance, specifically for this activity.

The success of the prescribed burn is dependent upon fuel load, moisture, weather conditions and wind. NES cannot guarantee the burn unit will burn completely or even partially, as drying conditions may be impacted considering the fuels were observed laying completely flat during a recent site visit.

SCHEDULE

NES anticipates the burn to be completed in 2025; however, weather including wind direction and site conditions including fuel moisture must be optimal to complete the work safely, successfully and achieve burn objectives. Therefore, we are providing a two year window in which we will complete the work.

Implementation Schedule for 2025.

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

Tasks in red may need to be conducted in the fall of 2025 if weather conditions don't allow a burn in spring of 2025.

COST ESTIMATE

Costs to complete the prescribed burn are indicated below.

Task	Estimated Cost
<i>Professional Services</i>	
<i>Prescribed Burn</i>	
<i>Project Management, Burn Plan & Permit</i>	\$400
<i>Agency & Landowner Correspondence</i>	
<i>Conduct Burn, Mop-up, Equipment & Travel</i>	\$3,000
TOTAL COST	\$3,400

NES charges for time spent on site regardless of apparent success of the prescribed burn. By signing this agreement, the client waives all rights to withhold or deduct payments based on area burned, remaining biomass, or any other than time spent by NES staff on site.

If you have any questions or there are other items you wish to include, please contact us. Otherwise, if the proposal is acceptable, please sign the attached Professional Services Agreement and send one copy back for our records. We look forward to working with you. Thank you.

Sincerely,

NES ECOLOGICAL SERVICES



Nick Kintopf
Restoration Ecologist
nkintopf@releeinc.com

NES ECOLOGICAL SERVICES



James Havel
Senior Ecologist
jhavel@releeinc.com

PROFESSIONAL SERVICES AGREEMENT

APRIL 21, 2025

THIS AGREEMENT is made and entered into this 21st day of April 2025, by and the City of Green Bay hereinafter referred to as the “Client”, and NES Ecological Services, A Division of Robert E. Lee & Associates, Inc., 1250 Centennial Centre Boulevard, Hobart, Wisconsin 54155, hereinafter referred to as “NES”.

SCOPE OF SERVICES

The Project Scope outlined in the attached project proposal shall serve as the Scope of Services for this contract.

COMPENSATION

Compensation for the project will be a lump sum of \$3,400.00, which includes all labor, travel costs, materials, and equipment necessary to complete the project.

TERMS

A. Consulting fees and work items will be billed monthly as incurred. Payments are due within 30 days of invoice date. Amounts unpaid at due date are subject to a service charge of 1.5% per month until paid.

B. NES shall exercise due care in performing professional services, but NES makes no warranty, express or implied, with respect to any services performed by NES. NES shall not be liable for any claim, damage, cost or expense (including attorney's fees) or any other liability or loss or damage to the Client not directly and solely caused by acts, errors, or omissions by NES. In no event shall NES' liability for incidental or consequential loss to the Client in connection with performance of this Agreement exceed the aggregate of all fees paid to NES by Client for these services.

C. NES reserves the right to suspend or terminate this contract, should any invoice not be paid in full within 30 days of the date of the invoice. Should collection litigation be necessary, client acknowledges NES will include attorney's fees and all related costs as a part of the legal action.

D. The Client shall indemnify and hold harmless NES, NES' officers, directors, partners, employees and agents from and against any and all costs, losses and damages caused solely by the negligent acts or omissions of the Client, Client's officers, directors, partners, employees and agents in the performance and furnishing of the Client's services under this Agreement.

NES shall indemnify and hold harmless the Client, the Client's officers, directors, partners, employees and agents from and against any and all costs, losses and damages caused solely by the negligent acts or omissions of NES, NES' officers, directors, partners, employees and agents with respect to this Agreement or the associated Project.

NES' total liability to the Client and any party claiming by, through or under the Client for any cost, loss or damages caused in part by the negligence of NES and in part by the negligence of the Client or any other negligent entity or individual shall not exceed the percentage share that NES' negligence bears to the total negligence of NES, the Client, and all other negligent entities and individuals.

E. By acceptance of this Agreement, it is agreed that NES has permission to go on site and can perform any reasonable and necessary investigation in the course of completing the services described

in this agreement. Client is solely responsible for site security and for obtaining permission from any affected third party property owners for use of their lands.

F. The work performed by NES is the confidential property of the client and will not be released to any other party without the Client's permission.

G. All regulatory determinations are subject to review and concurrence by the Wisconsin Department of Natural Resources and/or the U.S. Corps of Engineers, or other agency as appropriate.

H. This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

I. Upon execution of the Agreement, the services described herein shall begin as soon as possible and site investigation (if required) will be completed as weather and scheduling permit.

J. This Agreement must be executed by the Client within 30 days of the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above and hereby authorize NES to initiate work on the project.

**NES ECOLOGICAL SERVICES -
A DIVISION OF ROBERT E. LEE &
ASSOCIATES, INC.**

**AUTHORIZED REPRESENTATIVE OF
CITY OF GREEN BAY**



By: _____
JAMES HAVEL
DIVISION MANAGER

DATE: APRIL 21, 2025

DATE: _____



Measurement



Acres

Measurement Result

5.03 Acres

Clear

Press CTRL to enable snapping



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 6, 2025

PREPARED BY

AGENDA ITEM # N.3

To approve the purchase of a 2025 New Holland L320 Skid Steer Loader from Gruett's Inc. for a total cost of \$51,500.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. City of Green Bay Skid Steer Quote



Sales Order

101 Main St. P.O Box 52 Potter, Wi. 54160
Phone 920-853-3516 Fax 920-853-7168

Facebook- Doug Lau Gruett's Inc. Sales Tech

Doug Lau 920-464-0778

dougl@gruettsinc.com

www.gruettsinc.com

SOLD TO: City of Green Bay
100 North Jefferson St
Green Bay, WI 54301
Troy Van Handel 920-448-3049

SHIP TO: Greg Barta greg.barta@greenbaywi.gov
S/N: NSM464833
PIN: JAF0L320ASM464833

SALES REP.	DATE	SHIPPING METHOD	P.O.	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Doug	4-16-2025					
QTY	ITEM #	DESCRIPTION			UNIT PRICE	LINE TOTAL
1	New #2210328 #	2025 New Holland L320 Skid Steer Loader Elite Air Cab, E-H Controls, 2-Speed LCD Display, Hyd. Coupler,Performance Pkg., Multi Function 14 pin Connector, Air Ride Seat, Lap Bar 12 x 16.5 HD Tires 72” Lo Pro Extended Bucket W/ BOCE City of Green Bay Sourcewell#210291 Gruetts Disc. GB Sourcewell Cooperative Contract (011723-CNH-2) Gruetts Inc. Potter,WI New Holland Dealer No. N5036 Price Incl’s Delivery to GB			List	83,266.00
					35% Disc	-29,143.10
					Disc.	-2623.00
					Total	51,500.00
Warranty ___ New ___ Ext. ___ As-Is ___ Used-Specify						

TERMS: (I)(We) agree to pay \$ _____ as itemized above in the
following manners: \$ _____ with order, \$ _____ on
delivery, \$ _____ on installation, and balance of \$ _____
on _____, 20____.

Purchaser further agrees that title and ownership of the above mentioned
equipment remains the property of seller until final payment has been made.

Date of Order _____, 20____

X _____
(Purchaser)

X _____
(Purchaser)

(Accepted By)



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

May 6, 2025

PREPARED BY

AGENDA ITEM # O.I

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

a. Police Commander

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Personnel Committee Request to Fill Memo
2. Commander - Warych 4.2025

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: April 29, 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.

- Police Commander – Replacement position due to the resignation of Kevin Warych effective May 9, 2025. This position is budgeted at \$109,221 to \$128,502 annually (Pay Grade P).

Position Fill Request
Justification Report
April 22, 2025

Position Title: Police Commander

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 Warych who is resigning effective May 9, 2025.

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

This position is funded in the current budget within pay grade P (\$109,221-\$128,502). The Green Bay Police Department has three budgeted Commander positions and Commander Warych's resignation will create one vacancy.

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

This position is one of three commander positions that is tasked with overseeing an entire division of personnel within the organization. This is a senior command position in the Department.

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

This position does not generate revenue. Commanders are salaried, FLSA-exempt administrative employees and thus not eligible for overtime.

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

This is a senior, command-level position reporting directly to the Chief of Police. It is a critical position, the duties of which cannot be absorbed by other staff due to the need for accountability, project management, and policy-level decision making.

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

The duties of this position are currently being done by the incumbent until his resignation date. Following this, a Captain will temporarily be working in a higher classification which is not sustainable in the long term.

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

Critical accountability and command-level oversight of functions would not be accomplished in a timely manner.

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

Having a filled Commander position is the most effective way of providing the appropriate level of supervision of an essential function of the Police Department. Leaving this position unfilled would require these duties to be fulfilled by another Commander or Chief, which is not realistic given the workload on these positions.

9. Are there union issues?

The Commander is a non-represented employee and there are no union issues.

10. Other supporting comments.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

May 6, 2025

PREPARED BY

AGENDA ITEM # O.2

The approve the request to reclassify an Arborist I position to Arborist II.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Arborist Reclass Memo



Parks, Recreation & Forestry Department
100 North Jefferson Street - Room 510
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

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April 17, 2025

To: Personnel Committee
Brian Rollefson, Human Resources Director

From: Dan Ditscheit

Re: Request to Reclassify a Vacant Arborist I position to an Arborist II and request to fill the Arborist II position and any subsequent vacancies due to internal transfers.

The Parks, Recreation, and Forestry Department has an Arborist I vacancy following the retirement of Timothy Gitter effective at the end of the work day on May 20, 2025. Prior to 2016, Mr. Gitter's position was budgeted at the Arborist II level. However, due to medical limitations and to ensure compliance with the American's with Disabilities Act (ADA), an Arborist II position was reclassified to an Arborist I. Arborist I positions are considered entry level positions. Arborist II positions require a much higher skill set. By reclassifying the vacant Arborist I to an Arborist II, this will bring the Forestry Division back to their pre-2016 structure of (4) Arborist I's and (10) Arborist II's.

The Arborist I position is currently in Pay Grade F of the City Pay Plan (\$26.07-\$29.79 per hour). The Arborist II position is currently in Pay Grade G of the City Pay Plan (\$28.04-\$32.98/hour). The Forestry division currently has (5) Arborist I positions and (9) Arborist II positions in the Parks, Recreation & Forestry Table of Organization. If an Arborist II is hired, we would amend the table of organization accordingly.

There are sufficient funds in the 2025 budget which based upon the current budgeted amounts will result in a 1st year cost savings of \$1,650.

Estimated	Arborist I Grade F, Perf. Range	Arborist II Grade G, Step 3
Salary	\$63,190	\$61,755
FICA	\$4,834	\$4,724
WRS (General)	\$4,392	\$4,292
Worker's Comp	\$133	\$130
Health Insurance	\$17,712	\$17,712
Dental Insurance	\$1,402	\$1,402
Life Insurance	\$81	\$78
TOTAL COMPENSATION	\$91,743	\$90,093

FISCAL IMPACT:

-\$1,650

Dan Ditscheit

Parks, Recreation & Forestry Director





Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

May 6, 2025

PREPARED BY

AGENDA ITEM # O.3

To approve the 2025-2027 labor agreement between the City of Green Bay and Amalgamated Transit Union, Local Division 857, Bus Operators.

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Memo - Bus Operator Agreement 2025-2027
2. Transit Bus Operator Agreement - 2025-2027 - Strikethrough Version

Tentative Agreement
April 8, 2025

City of Green Bay, Wisconsin
And
City of Green Bay Amalgamated Transit Union
Local 857, ATU, AFL-CIO
(Bus Operators)

2025-2027 Agreement

On March 4, 2025 the City and the Bus Operators Union entered into a tentative agreement for a three year contract that will expire on December 31, 2027. The tentative agreement was ratified by the Union on March 8, 2025 and is recommended for approval by the City Council. The following is a summary of the tentative agreement:

ISSUE	COSTS
General Wage Increase: - Varies - Effective with start of pay period in which October 1, 2025 occurs. - Starting Wage: 9.2% increase - Beginning of Year 2: 13.9% Increase - Beginning of Year 3: 4.8% Increase - Beginning of Year 4: 6.1% Increase 2.5% - Effective with start of pay period in which October 1, 2026 occurs. 2.5% - Effective with start of pay period in which October 1, 2027 occurs.	Yr 1 \$20,292 Yr 2 \$66,245 Yr 3 \$123,417 <u>total</u> \$209,954
Premium Pay: - Operators who work a shift consisting of 7 to 9 hours, beginning after 12:30pm will receive a \$.35 per hour premium pay for work performed. - This is changed from \$.35 to \$.50 - Estimate in 2025 - Estimate in 2026 - Estimate in 2027	Yr 1 \$1,600 Yr 2 \$1,600 Yr 3 \$1,600 <u>total</u> \$4,800
Miscellaneous - Article 1.4 Union Bulletin Board – City will remove inappropriate items, but will not remove outdated materials. - Article 5 – Union Cooperation Removed - Additional Floating Holiday for Juneteenth - Sick leave is allowed for immediate family members and they do not have to live in the same household.	

- Article 15 Funeral Leave – revised to be clear that 3 days are off for pay and not solely to attend a funeral. Also, updated funeral leave for eligible family members. - Wages and Rates 18.4 – Added language to clarify pay rates for Packers games and Packers games that fall on a holiday. - Article 20 Clothing Allowance– City will pay 100% (instead of 95%) of costs. Limited service employees may purchase parkas and the City will pay 50% of the costs. City will pay \$100 instead of \$80 for footwear costs. Probationary employees will be given 3 shirts after training.	Packers games Yr 1 \$7,217 Yr 2 \$9,079 Yr 3 \$10,288 Clothing Yr 2 \$420 Yr 3 \$420 <u>total</u> \$27,424
Duration of Agreement	Three Year

AGREEMENT

Between

CITY OF GREEN BAY

And

CITY OF GREEN BAY
AMALGAMATED TRANSIT UNION
LOCAL 857, ATU, AFL-CIO

January 1, 20252 through December 31, 20274

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AGREEMENT

This Agreement made and entered into by and between the City of Green Bay, operating a bus transportation service serving the Green Bay Metropolitan area, party of the first part, hereinafter referred to as the "City" and Amalgamated Transit Union, Local Division 857, party of the second part, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

- 1.1 The City of Green Bay recognizes representatives of Amalgamated Transit Union Local Division 857, as the collective bargaining representative for all issues specifically addressed in this Agreement for all bus operators.
- 1.2 Dues Deduction:
 - 1.2.1 The City agrees that its employees of the transit department as described in 1.1 may become and remain members of the Union and agrees not to interfere with or prevent, either directly or indirectly, any such employee becoming or continuing as a member of the Union. All employees in the unit may pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee will be required to join the Union, but membership shall be made available to all employees who apply and no employee will be denied membership because of race, color, creed, sex, or handicap. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, sex, or handicap.
 - 1.2.2 The Union will represent all of the employees in the Bargaining Unit, members and non-members, fairly and equally.
 - 1.2.3 The City agrees to deduct the amount of dues authorized by each Union member certified by the Union and pay the amount deducted to the Union on or before the end of the month in which the deduction is made. Payroll deduction of dues will begin with the pay period following receipt by the City of the Union's written notice authorizing dues deductions for current and/or new employees. The City will not be responsible for retroactively deducting dues for any time prior to receipt of the Union's written notice.
 - 1.2.4 The Union agrees to hold harmless the City from any disputes between the Employee and the Union regarding dues.
- 1.3 Bus operators who are officers or committee members of the Union will be provided unpaid leave of absence not to exceed 15-total work days in a calendar year for all officers or committee members, unless otherwise agreed to by the parties. Such leave must be

approved in advance by the Transit Director or designee, may be cancelled in the event of unforeseen circumstances, and will not require the rescheduling or modification of the transit schedule. An employee may use available vacation, personal or compensatory time while on leave. The bus operator will suffer no loss of rights or benefits for such absence.

- 1.4 The Union may maintain a bulletin board for their use in the lunchroom. The City retains the right to remove inappropriate ~~and/or outdated~~ materials at its discretion.

As an example, the following types of postings will not be tolerated:

- Commercial solicitation for an outside organization.
- Material that is otherwise in violation of City policy, such as obscene, sexually harassing or libelous materials.
- Political or campaign literature.
- Lotteries, sports pools or similar activities.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 The City retains all rights, powers or authority except as modified by this Agreement. The City retains the right to determine and schedule working hours and determine assignments.
- 2.2 The City will have the right at all times during the existence of this Agreement, and subject to provisions herein, to conduct its affairs according to its best judgment and the orders of competent authority, including the power of establishing policy to hire all employees, to dismiss and discipline for just cause, to lay off in accordance with section 7.3 and to determine the methods, means and personnel by which City operations are to be conducted.
- 2.3 The City agrees it will not use these rights to interfere with the employee's rights established by law or by this Agreement.
- 2.4 The City agrees to provide notice to the Union and an opportunity to meet and discuss any anticipated changes to the Bus Operators Policy and Procedure manual prior to implementation.

ARTICLE 3 MEMBER RIGHTS

- 3.1 The City agrees not to discharge or discriminate against any member of the Union because of lawful Union activities or to bargain individually with any member of the Union.

ARTICLE 4 EMPLOYMENT STATUS

- 4.1 Upon resignation by an employee, the City will pay all money due the employee, and upon request, may furnish the employee with a letter of recommendation insofar as circumstances permit.
- 4.2 An employee who is physically and mentally able to work but fails to do so for 3- consecutive work days or more, unless on approved leave or due to circumstances beyond the employee's control, will be considered to have voluntarily resigned from employment.
- 4.3 New employees who do not possess required licenses or certifications prior to the end of probation may be discharged from employment.
- 4.4 All employees who drive a commercial vehicle at any time must have a Commercial Driver's License and the appropriate endorsements required to operate that equipment. Loss or suspension of license and/or endorsements may subject the employee to disciplinary action up to and including discharge.
- 4.5 The City of Green Bay has implemented a Drug and Alcohol policy in accordance with the requirements of State and Federal regulations. Green Bay bus operators will be subject to this policy.

ARTICLE 5 UNION COOPERATION

- ~~5.1 The Union agrees at all times, as far as it is within its power, to further the interest of the City.~~

ARTICLE 65 LEAVES

- 65.1 Leaves of absence may be granted at the discretion of the Human Resources Director in accordance with applicable rules, policies and legal requirements.
- 65.2 A bus operator will be given time off with pay when subpoenaed to perform jury duty before a court, public body or commission. Any payment received for jury duty will be retained by the employee and an equivalent amount will be deducted from the employee's gross pay for that period. The employee must submit a copy of the jury duty payment received to the Payroll Department. Reimbursement for expenses incurred (i.e. mileage, meals, parking) will not be deducted from the employee's gross pay.

ARTICLE 76

SENIORITY

- 76.1** Seniority Date: Seniority will commence upon an employee's most recent date of hire as a full time regular employee by the City.
- 76.2** Master List: There will be one master seniority list for all employees of the Union. The master seniority list will be maintained and updated on a regular basis, and a copy provided to the Union. Employees starting on the same day will have their starting times varied (as determined by the flip of a coin) so that there will be no ties in terms of seniority.
- 76.3** Lay Off: The City may lay off an employee whenever such action is necessary. In the event of multiple layoffs in the same position/job title within a department, lay off will be based on the inverse order of seniority in that position/job title within the department.

A laid off employee will have rights to recall to the same position from which the employee was laid off for up to 1-year following the lay off. Recall will be based on seniority in that position/job title within the department.

- 76.4** Probation: New employees will be considered probationary employees for the first 12-months or the first 2080 hours of their employment, whichever occurs first. Any employee on probation may be terminated at the sole discretion of the City without any reference to recall or rehire. After new employees have completed probation, they will be considered regular employees.
- 76.5** Seasonal Employees: Seasonal employees are those hired for less than 6-months of employment in any calendar year. Seasonal employees are not represented under this Agreement.
- 76.6** Transfer: A City employee transferring into a bargaining unit position with seniority as described in 7.1 will be eligible to use seniority for route selection as follows:
- 76.6.1** During the first 12-consecutive months of employment under this Agreement, the transferring employee may use their seniority on the Extra-Board.
- 76.6.2** Upon completion of the first 12-consecutive months as described in 7.6.1, the bus operator may use their seniority to bid on a Regular Run during the next regular operator bid time. The employee may continue to use seniority for the Extra-Board while waiting for the Regular Run operator bid.

ARTICLE 87

GRIEVANCE PROCEDURE

- 87.1** Definition: A grievance is defined as a dispute or misunderstanding regarding the interpretation or application of a specific provision of this Agreement.

78.2 Procedure: A regular employee represented under this Agreement, may file a grievance in accordance with the following:

78.2.1 Prior to filing a written grievance, employees should discuss any problem or complaint with their immediate supervisor to see if settlement is possible. If the problem is not resolved, then the aggrieved party may file a written grievance with the department head, but not later than 10-work days from the date the grievant first became aware of the condition causing the grievance. The department head will respond in writing no later than 10-work days from the date the grievance was received.

78.2.2 If the grievance cannot be settled by the department head or designee, the grievance may be submitted in writing to the Human Resources Director or designee within 10-work days from receiving the department head's decision. The meeting to discuss the grievance will be held at a mutually agreeable time. Following this meeting, the Human Resources Director will respond within 10-work days, in writing.

78.2.3 If the grievant is not satisfied with the Human Resources Director's response, the grievant may file an appeal for a hearing before an impartial hearing officer within 10-work days from receiving the Director's response. The appeal must be put in writing and filed with the Human Resources Department. The impartial hearing officer will be selected from a list of 5-hearing officers provided by the WERC. The Union will strike the first name from the list, the City will strike the second name, the Union will strike the third name, the City will strike the fourth name and the remaining individual will serve as the hearing officer. Any costs for the impartial hearing officer's services will be borne equally by the parties.

78.2.4 The decision of the Hearing Officer concerning any matter referred to it will be final and conclusive upon the employees, the Union, and the City.

78.4 Time Limits: All of the time limits set forth in this Article may be extended by mutual agreement of the parties.

ARTICLE 98 DISCIPLINE, SUSPENSION, AND DISCHARGE

89.1 The City will not discipline, suspend or discharge any employee without just cause. Suspension or discharge will be in writing with a copy to the Union and to the employee affected.

98.2 When an employee is to be disciplined in any manner, including a discussion of the circumstances of accidents, a union representative may be present if the employee so desires.

ARTICLE ~~9~~10
ALTERNATIVE DUTY

~~109~~.1 The parties agree to implement the City's Alternative Duty Program in accordance with the City's Personnel Policies and Procedures and as it may be modified by the City.

ARTICLE ~~11~~10
HOLIDAYS

~~1110~~.1 Following are the recognized paid holidays for bus operators:

- New Year's Day
- ½ Martin Luther King Jr. Day
- ½ Day Friday Before Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- ½ Christmas Eve Day
- Christmas Day
- ½ New Year's Eve Day
- ~~21~~ floating holiday (in lieu of ~~the Juneteenth and the~~ Day after Thanksgiving)

~~1110~~.2 Full-time bus operators will be allowed 8-hours for full day holidays and 4-hours for half day holidays at the employee's straight time rate of pay.

ARTICLE ~~12~~11
VACATIONS

~~1211~~.1 An eligible employee will accumulate vacation leave with pay to a maximum of 240-hours. Generally vacations will not be permitted during an employee's first 6-months of service with the City unless approved by the Supervisor. Vacations will be scheduled to meet the operating requirements of the City, and, as practical, the preferences of employees. Vacation leaves with pay may be used only with the prior approval of the supervisor.

- | | |
|---|-----------|
| • Start through end of 5 th year | 80 hours |
| • 6 th through end of 10 th year | 120 hours |
| • 11 th through end of 15 th year | 136 hours |
| • 16 th through end of 20 th year | 160 hours |
| • 21 st year plus | 200 hours |

~~1211~~.2 A bus operator whose normal workweek run is more than 40-hours may choose to take either 8-hours or the normal scheduled hours for a vacation day or days provided the bus operator has a minimum of 40-hours for the workweek.

- ~~1211~~.3 Vacation will be appropriately prorated for employees who work less than a calendar year.
- ~~1211~~.4 An employee cannot carryover more than 240-hours of vacation at the end of the calendar year. Employees who have vacations canceled due to emergency call-ins or illness will be allowed to reschedule such vacation during the first 3-months of the following year or add it to their carryover balance provided that balance remains at or below 240-hours.
- ~~1211~~.5 Upon separation from City service, an employee will be paid for any unused accumulation of vacation leave.
- ~~1211~~.6 Employees who are earning more than 200 hours of annual vacation as of March 25, 2011 will be grandfathered and redlined at their current amount of vacation accumulation while employed by the City.
- ~~1211~~.7 An employee employed prior to March 25, 2011, may during their last three years of employment convert up to 80-hours per year of earned vacation days to an escrow account, said conversion of vacation to be at the current salary at the time of conversion. In addition, at the time an employee separates from City service by eligibility and acceptance to the State Retirement system, the employee may escrow all or a part of their accumulated vacation leave. This provision will not apply to those employees employed after March 25, 2011.
- ~~1211~~.8 Personal Leave: Regular full time employees will be eligible for 24-hours of personal leave annually. Personal leave must be used during the calendar year earned and may not accumulate from year to year. Personal leave will be scheduled in the same manner as vacation. Personal leave may not be converted to escrow. Personal leave will be appropriately prorated for employees who work less than a calendar year.

ARTICLE ~~13~~12
SICK LEAVE OR EMERGENCY LEAVE

- ~~132~~.1 Accumulation: Each full-time employee of the City will accumulate sick leave at the rate of one day per month for each month of service to a maximum of 1152-hours.
- ~~132~~.2 Notification and Verification: Employees who intend to be absent from work due to illness or injury must notify their supervisor prior to the start of the workday. If the absence continues beyond one day, the employee is expected to keep the supervisor informed of his/her condition and anticipated return date. At the employer's discretion, the employee may be required to provide medical verification.

The City reserves the right to have an employee examined by the City's medical professional, at City cost, to determine fitness for duty. The City's right to have employees examined by the City's medical professional does not in any way limit the employee's rights to be treated by a medical professional of their choice.

Nothing in this article will limit the City's right to deem leave taken as leave provided for

under the State or Federal Family Medical Leave Acts.

- 132.3 Use: An employee may use accumulated sick leave for absences necessitated by the employee's injury or illness or an immediate family member's serious illness/injury or hospitalization. For purposes of this article, "immediate family" will mean spouse, parents, stepparent, child, stepchild, guardian, foster child or sibling ~~who lives at home.~~
- 132.4 Medical Appointments: Employees, when possible, will schedule medical appointments outside of normal working hours. When medical appointments are scheduled during normal working hours, employees will be charged sick leave for actual time lost for the medical appointment. However, employees will not be charged from sick leave for absences from work necessitated by follow-up doctor visits due to workers compensation related injuries or illnesses.
- 132.5 Escrow Account: Employees employed prior to March 25, 2011 who terminate employment by eligibility and acceptance to the State Retirement system will have accumulated sick leave, up to a maximum of 688-hours, placed in an escrow account and used to pay health insurance premiums. This provision will not apply to those employees employed after March 25, 2011.

ARTICLE 143

WORKER'S COMPENSATION

- 143.1 An employee injured on the job will be made whole for the remainder of the working day in which the injury occurred based on medical verification that the employee is unable to perform available work. The injured employee, at his/her option, can make himself/herself whole for the difference between the payment from Worker's Compensation and the regular rate of pay through use of sick leave or vacation for all subsequent days off due to the work related injury as long as the payment does not exceed the normal rate of pay.

ARTICLE 154

FUNERAL BEREAVEMENT LEAVE

- 154.1 Employees will be allowed ~~up to~~ 3-days off with pay for absences necessitated by a death in the employee's immediate family including spouse, parent, stepparent, child, stepchild, foster child, sibling, guardian, ward, parent-in-law, child-in-law, grandchild or grandparent. In circumstances which require an employee to ~~attend a funeral of a member of the immediate family at a~~ travel distance in excess of 300 miles from Green Bay due to the death of an immediate family member, up to 2-additional days to be used consecutively (one time use per death) may will be granted. A request for additional vacation, personal, comp time or other leave time must be communicated to the immediate supervisor as soon as practicable. ~~If a funeral is delayed, or a service is held at a date beyond the limits of this policy, the employee may attend, but will not be paid for more funeral leave days than outlined in this policy. Funeral leave is not provided for dealing with wills or estates.~~

Employees will be allowed 1-day off with pay ~~to attend the funeral~~upon the death of the spouse's grandparents or ~~of a son-in-law, daughter-in-law,~~ sister-in-law, brother-in-law, aunt or uncle of the employee or spouse.

- 154.2 In the event of the death of a current co-worker, employees working in the same department and location having a close working relationship and others who worked closely with this individual on a regular basis, in the sole discretion of the department head, may be allowed up to 3 hours of administrative leave for attendance of a local funeral and related event. All others and time beyond this amount will be required to be accounted for by using compensatory time or personal leave or other appropriate accumulated leave with the approval of the Supervisor.

ARTICLE 165 HEALTH AND DENTAL INSURANCE

- 165.1 Selection of any provider for health and dental insurance and determination of coverage and benefit levels will be at the discretion of the City.
- 165.2 Employees will pay 15% and the City will pay 85% of the single or family premium for health care insurance benefits.
- 165.3 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for dental insurance benefits.
- 165.4 Employees regularly scheduled to work less than 37.5 hours per week will have the City's contribution appropriately prorated.
- 165.5 Employees will be entitled to reduce their health insurance premium contribution by 2.5% per year by successfully participating in the Wellness Incentive Program. All Wellness Incentives must be completed in the prior year to receive the 2.5% reduction in the following year.

To receive the health insurance premium reduction, the spouse of an employee must participate in the Wellness Incentive Program. The spouse of an employee will not be required to participate in the Wellness Incentive Program if the spouse has a health risk assessment screening conducted at the spouse's employer, however, the spouse must comply with the age-specific requirements. If the spouse of an employee or an employee with family coverage does not participate in the Wellness Incentive Program, the health insurance premium reduction will be 1.25%.

- 165.6 Employees may participate in the City's Health 1265 program as outlined in Appendix B.
- 165.7 Life Insurance: The City will provide and carry, at no cost to the employee, life insurance for each regular full-time employee in an amount equal to the employee's base salary for all employee's regularly scheduled to work a minimum of 37½ hours per week. Employees will

have the option to purchase supplemental life insurance for self, spouse and eligible dependent(s). Employees will pay all premium costs for the optional supplemental life insurance through payroll deduction.

- 165.8 Fed Med Card: When a Transit driver in the process of obtaining or renewing a Fed Med card is required to undergo additional medical testing specifically due to previous heart history or sleep apnea screening, or is required to purchase and maintain medical devices not otherwise required except for obtaining the Fed Med card, the City will reimburse the employee for actual expenses by depositing up to a maximum of \$200 per year into the employee's Personal Benefit Account (PBA) for out of pocket expenses for such testing and/or purchase and upkeep of required equipment. Out of pocket expense will be determined by the statement from the insurance company. The Transit driver is responsible for requesting the PBA reimbursement and providing appropriate documentation of the expense.

ARTICLE 176 RETIREMENT CONTRIBUTION

- 176.1 Employees are subject to a retirement contribution in an amount equal to one-half of all actuarially required contributions approved by WRS.

ARTICLE 187 WAGES AND RATES

- 1817.1 Attached hereto and marked Schedule A is the schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule and the contents hereof will constitute a part of this Agreement.

- 1817.2 All members of the bargaining unit will be subject to mandatory direct deposit of their paychecks.

- 187.3 An employee that is called in for work outside of the regular work day will be paid for a minimum of 2-hours pay.

- 187.3.1 If a bus operator is scheduled the day before for a Limited Service piece of work the driver will be paid a minimum of 1½ hours and will not be required to stay for standby unless notified by dispatch. If the bus operator is scheduled on the same day as the Limited Service piece of work the operator will receive a minimum of 2-hours pay.

- 187.4 All work for NFL Green Bay Packers games on Sundays shall be paid at double the employee's regular rate of pay. If the Green Bay Packers game is on an observed holiday, including an observed holiday that falls on a Sunday, then the employee will receive holiday pay and be paid at double the employee's regular rate of pay for actual hours of work.

ARTICLE 198

HOURS OF WORK

- 198.1 The City will establish the hours of work for employees in the bargaining unit.
- 198.2 In accordance with the Fair Labor Standards Act (FLSA) overtime at the rate of 1½ times the employee's regular hourly rate will be paid for all hours actually worked in excess of 40-hours per week. Vacation, personal days, compensatory time, holiday time, funeral leave and jury duty will be considered actual hours worked for the purposes of determining eligibility for overtime.
- 1819.3 Overtime hours are subject to prior supervisory approval.
- 198.4 Employees working holiday hours, in accordance with Article 11, will be eligible to receive double time pay.
- 198.5 Per calendar year, employees may bank up to 80 hours of overtime earned in a compensatory time bank. Employees may request the use of compensatory time off at the rate at which such time is earned.
- 198.6 In the event that compensatory time is not used prior to the end of the calendar year in which it is earned, the employee's compensatory time will be paid out at the employee's current rate of pay.
- 198.7 All benefits covered by this Agreement will be appropriately prorated for employees who work less than fulltime.
- 198.8 Whenever the Transit Department is closed due to a weather emergency, all employees will be required to use vacation, personal day or leave without pay for the day in question. Employees who report to work prior to being notified of the closing will receive a minimum of 2-hours pay. If the department does not close completely, the Transit Director may retain employees for the full shift or send them home prior to the end of the shift and require them to use vacation, personal day or leave without pay. Unless a weather emergency is declared by the Transit Director or designee all employees will be required to report to work.

ARTICLE 1920

CLOTHING ALLOWANCE/REIMBURSEMENT

- 1920.1 The City will provide the initial compliment of clothing which will include: shirts or polo shirts, turtleneck, trousers, jackets, sweaters, walking shorts, culottes for females, or sweater, and winter parkas or bomber jackets or vests. The City will pay 100%~~95%~~ of the cost. Parkas may be purchased by limited service employees and the City will pay 50% of the cost. at their own expense. Transit ~~patches on~~ uniforms will be turned into the Transit Department when an employee terminates employment. The City will pay \$100~~80~~, to be included with the first paycheck of each year of this Agreement, to cover the cost of footwear. Shoes will be a solid black or brown. This will be an annual allowance. and the

~~footwear will be worn only on the job.~~ Belts will be considered part of the uniform while ties will not be.

~~1920.2~~ Clothing will be replaced by the City as needed. ~~However, no employee will wear any part of the uniform for any reason other than performing their duties as Transit employees.~~ Management will outfit probationary employees with at least 3 shirts after training and other items as it deems necessary.

~~2019.3~~ The City will provide the initial compliment of clothing which will include:

- 5 shirts (long or short sleeve or polo shirts)
- 3 trousers
- 1 jacket with liner
- 1 sweater (pullover or cardigan) or
- 3 turtlenecks
- 1 belt
- 2 shorts/culottes (either or)
- 1 parka or bomber jacket or vest

~~2019.4~~ Shorts will be considered part of the uniform however; they may only be worn from April 15 to October 15. Black or white tennis shoes and laces may also be worn during this period, but will be worn at the employees' expense.

~~2019.5~~ The City will, upon submission of a receipt, reimburse drivers for half the Commercial Drivers License (CDL) renewal fee.

ARTICLE ~~210~~ PICK OF RUNS

~~2120.1~~ Pick of runs will be held 3-times a year to be effective in January, May and September. The runs will be posted for at least a minimum of 10-calendar days prior to the effective date. There will be a 24-hour time limit (excluding Saturday, Sunday and holidays) for individual operators in seniority order to make their pick of runs in the choice book. If an operator does not pick a run within the allowed time, the operator will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

~~2120.2~~ If an operator makes an error in signing for a run, the operator may contact the supervisor and will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

~~2120.3~~ If an operator is not going to be available during the time the pick of runs is occurring, the operator may provide their supervisor or union officer with a priority list of run selections

however only a supervisor may record the selection on the run bid form.

ARTICLE 22 EXTRA BOARDS

- 2221.1 Whenever practically possible, the City will post the daily extra board worksheet by 1:00 p.m. the day prior to the scheduled work day.
- 2221.2 Changes to the assigned work schedule will be made on the dispatcher's copy in the office. Drivers will be notified by the dispatcher of changes made after schedule has been posted.
- 2221.3 Selection of the extra board work assignments will be made in rotating seniority order.
- 2221.4 When an extra board driver has worked 40-hours by the end of the work day on Friday, any additional Saturday hours will be granted to other drivers on the extra board according to their rotating seniority order.
- 2221.5 In the event of an emergency, the City reserves the right to exercise policies as it sees fit.

ARTICLE 2322 SEPARABILITY AND SAVINGS CLAUSE

- 2322.1 If any Article or Section of this Agreement or of any Rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination to its validity, the remainder of this Agreement and of any Rider hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby.
- 2322.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement. Either party will be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

ARTICLE 2423 DURATION OF AGREEMENT

- 2423.1 This Agreement will become effective as of January 1, 20252 or date of signature if after January 1, 20252, and will remain in force and effect to and including December 31, 20274.
- 2423.2 This Agreement and the provisions thereof supersede the previous Collective Bargaining Agreement of the parties and will be in full force and effect until December 31, 20274 and

from year to year thereafter unless written notice of termination or amendment or change in the terms thereof is given by either part to the other 90-days prior the expiration of this Agreement or any subsequent anniversary date of this Agreement.

This Agreement was approved on ~~January 7~~March 8, 202~~5~~2 by the Transit Union and ~~January~~March 18, 202~~5~~4 by the City Council.

For the Union

Representative

Representative

For the City of Green Bay

Mayor

Human Resources Director

Transit Director

Attest:

City Clerk

APPENDIX A WAGE RATES

CLASSIFICATION	*Varies <u>1007/01/25</u> <u>2</u>	<u>2.5%</u> <u>10/1/263</u>	<u>2.5%</u> <u>10/1/274</u>
0—1040 Hours Starting Wage	\$ 21.58 <u>25.0</u> <u>0</u>	\$ 22.01 <u>25.6</u> <u>3</u>	\$ 22.46 <u>26.2</u> <u>7</u>
1041—2080 Hours Beginning of Year <u>2</u>	\$ 22.88 <u>27.6</u> <u>5</u>	\$ 23.34 <u>28.3</u> <u>4</u>	\$ 23.80 <u>29.0</u> <u>5</u>
Thereafter through the 3 rd yearBeginning of Year <u>3</u>	\$ 25.31 <u>28.1</u> <u>5</u>	\$ 25.81 <u>28.8</u> <u>5</u>	\$ 26.33 <u>29.5</u> <u>8</u>
Beginning of <u>Year 4</u> th Year	\$ 25.77 <u>29.0</u> <u>0</u>	\$ 26.28 <u>29.7</u> <u>3</u>	\$ 26.92 <u>30.4</u> <u>7</u>
Beginning of 5 th Year	\$ 25.84	\$ 26.35	\$ 26.99
Beginning of 6 th Year	\$ 25.97	\$ 26.49	\$ 27.12

- This wage schedule incorporates longevity payments.
- Operators who work a shift consisting of 7 to 9 hours, beginning after 12:30 PM will receive \$~~0.35~~50 per hour premium pay for work performed.
- The increases will occur on the first date of the pay period in which October 1 occurs.
- If during the term of this contract the general municipal employees receive a general wage increase that exceeds the amounts listed in this appendix, the bus operators will receive the additional general wage increase.
- Only employees actively employed on the date of Union ratification of the Agreement will be eligible for any retroactive provisions.
- *1007/01/25² Wage Rate Increases
 - ~~0-1040 Hours~~Starting Wage: 79.2% increase
 - ~~1041-2080 Hours~~Beginning of Year 2: 213.9% increase
 - ~~Thereafter through the 3rd year~~Beginning of Year 3: 4.82% increase
 - Beginning of 4th yearYear 4: 3.256.1% increase
 - ~~Beginning of 5th year~~: 3.25% increase
 - ~~Beginning of 6th year~~: 3.20% increase

APPENDIX B

Health 1265

Members of the Amalgamated Transit Union, Local Division 857, AFL-CIO who carry City sponsored insurance may participate in the City's Health 1265 program for the following periods and will be eligible to receive a reduced premium contribution of 11.5% for the following calendar year if they achieve 1265 points and meet all of the requirements under the City's program.

- January 1, 2022 - October 31, 202~~5~~² – 11.5% reduced premium contribution for the 2020 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, 2023 - October 31, 202~~6~~³ – 11.5% reduced premium contribution for the 2021 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, 2024 - October 31, 202~~7~~⁴ – 11.5% reduced premium contribution for the 2022 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.

Upon enrollment in myInertia as part of the Health 1265 program, eligible employees will receive \$55 toward the cost of a fitness tracker and be eligible for the incentives under the program.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

May 6, 2025

PREPARED BY

AGENDA ITEM # O.4

To approve the request to reclassify 13 Conservation Corps federally grant funded positions to 13 seasonal positions due to the loss of federal grant funding.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. AmeriCorps Personnel Committee Memo
2. Conservation - Community Corps Budget Modifications



Parks, Recreation & Forestry Department
100 North Jefferson Street - Room 510
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3365
Fax 920.448.3393

To: Personnel Committee

From: Dan Ditscheit, Parks Recreation & Forestry Director

Date: 4/29/2025

Re: AmeriCorps Grant Termination

On Monday, April 28th, 2025, the City of Green Bay received notification that the Department of Government Efficiency (DOGE) had terminated all Wisconsin AmeriCorps grants as of April 25th, 2025. The notice required the City to immediately stop all spending on the grant award. On Monday afternoon, all 13 Green Bay Conservation Corps members were sent home. It is to the discretion of the City to continue the program, knowing that all costs after April 25th will have to be fully funded by the City of Green Bay.

This immediate halt in Conservation Corps' progress has significant impacts and jeopardizes previous investments the City has made into this program. To reduce the negative impacts, the Parks Department is proposing to create 13 seasonal city positions to bring Conservation Corps members back for 1 month to complete priority projects.

The Parks Department is also proposing to retain the 3 full-time Park staff associated with the Community Corps and Conservation Corps to remain in their positions for a 3-month period to help transition accordingly. These changes will have budget impact of an increase of \$284 to the 2025 budget. This slight increase can be absorbed into the already approved Parks, Recreation & Forestry budget.

Sincerely,

Dan Ditscheit

2025 Conservation Corps/Community Corps Program Budget Summary

2025 Conservation/Community Corps Allocated Budget		
Federal Conservation Corps Grant	\$	370,020
Federal Community Corps Grant	\$	63,032
Volunteer Grant	\$	15,000
Cash Donations	\$	5,525
2025 City Budget Allocation	\$	120,891
Total Program 2025 Budget		\$ 574,468

Conservation Corps/Community Corps Revenues to Date		
2025 City Budget Allocation	\$	120,891
Cash Donations	\$	5,525
Pending Volunteer Grant Reimbursement	\$	7,492
Conservation Corps Grant Reimbursements To Date	\$	92,422
Pending Conservation Corps/Community Corps Grant Reimbursements	\$	36,392
Total Conservation Corps/Community Corps Revenues to Date		\$ 262,722

Conservation Corps/Community Corps Expenses		
Expenses To Date	\$	(192,262)
Proposed 1 Additional Month of (13) Seasonal Employees	\$	(25,879)
Proposed 3 Additional Months of 3 Full Time Employees	\$	(44,865)
Total Conservation Corps/Community Corps Expenses		\$ (263,006)

Proposed Budgetary Impact		
Total Conservation Corps/Community Corps Revenues to Date	\$	262,722
Total Conservation Corps/Community Corps Expenses to Date	\$	(263,006)
Proposed Budgetary Impact		\$ (284)



Report to the
Sustainability Commission
of the City of Green Bay

MEETING DATE

May 6, 2025

AGENDA ITEM # P.I

Youth Engagement Work Group

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



Report to the
Equal Rights Commission
of the City of Green Bay

MEETING DATE

May 6, 2025

PREPARED BY

AGENDA ITEM # Q.I

To hold until the next Equal Rights Commission meeting to revise Section 12-11 Equal Rights Commission of the City's Chapter 12, Civil Rights Ordinance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year March, 2025	
Municipal Name Green Bay Municipal Court		Municipal Code Number 231		Telephone Number 920-448-3131	
I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State	
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)	\$ 82,925.38	\$ 82,925.38			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 34,258.38	\$ 29,759.23		\$ 4,499.15	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 20,272.89			\$ 20,272.89	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 8,917.38		\$ 8,917.38		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 11,397.82		\$ 5,017.10	\$ 6,380.72	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 11,633.69			\$ 11,633.69	
Adjustment (if applicable)	\$.00			\$.00	
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	\$.00	\$.00		\$.00	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	\$ 689.00		\$ 689.00		
Adjustment (if applicable)	\$.00		\$.00		
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
11. Safe Ride Program (s. 85.55, Stats.)	\$ 1,477.40			\$ 1,477.40	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 171,571.94	\$ 112,684.61	\$ 14,623.48	Pay This Amount \$ 44,263.85	

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

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

Name: Neil Basten Signature: *Neil Basten* Date: 04-1-2025

III. TREASURER'S CERTIFICATION

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

Treasurer: *John Chose* Date: 04/02/2025

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

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

3331798

Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Green Bay, a Municipal Corporation** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lot 80 and 85 of Fort Howard Military Reserve, located in the **City of Green Bay, County of Brown, State of Wisconsin**, as shown on the *attached Exhibit "A"*.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number
(PIN)

6-62

- 1. Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
- 6. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
- 7. Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
- 8. Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.
- 9. Indemnification:** Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Grantee, any contractor or subcontractor performing work on behalf of Grantee in the Easement Area, or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Grantee shall reimburse the Grantor, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

This indemnity provision shall survive the termination or expiration of this Easement agreement.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

City of Green Bay, a Municipal Corporation
Organization Name

Sign Name

Print Name & Title

Sign Name

Print Name & Title

STATE)
OF _____)
COUNTY)
OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the
above-named _____ **City of Green Bay, a
Municipal Corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf
of said Grantor(s) and acknowledged the same

Sign Name

Print Name

Notary Public, State of

My Commission expires:

This instrument drafted by: Kate Troudt
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1485446	WMIS-3445284	3331798	INT11-485-446

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY

12 FOOT WIDE EASEMENT

****Temporary Exhibit****
****Final Exhibit will be sent for approval at a later date****

Part of Brown County WI

Map printed on 4/30/2025

1:4,800

1 inch = 400 feet*

1 inch = 0.0758 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate
parcel ownership
crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend



(920) 448-6480
www.browncountywi.gov

Wisconsin Public Service
DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

District: 10

This contract is for the installation of Electric facilities entered into on April 22, 2025 (Contract Date) between CITY OF GREEN BAY (Customer) and Wisconsin Public Service Corporation (WPSC).

Site Address / Description / Location : 600 N FISK ST in the CITY OF GREEN BAY, County of BROWN, State of WI.

WPSC agrees to install facilities and provide service in accordance with all appropriate regulations and tariffs as filed with the Public Service Commission of Wisconsin (PSCW) and /or Michigan Public Service Commission (MPSC). WPSC furthermore agrees to render service to the Customer at such point on the premise as has been mutually determined and agreed upon. The Customer agrees to comply with all terms and conditions as stated on Page 2 of this contract, including the commencement date of Minimum Charges, and all appropriate WPSC tariffs on file with PSCW and /or MPSC.

Type of Electric Service:

	<u>-Electric-</u>	
Standard System Facility Costs (Refundable)	\$58,461.83	
Allowances	\$0.00	
Special System Facilities Costs (Refundable)	\$0.00	
Refundable Sub Total	<u>\$58,461.83</u>	
Special Facilities Costs Non Refundable:		
System	\$0.00	
Service*	\$4,016.29	
Temporary Service	\$0.00	
Non Refundable Sub Total	<u>\$4,016.29</u>	
Electric Total:	\$62,478.12	
Total Cost		<u>\$62,478.12</u>

*This agreement ☒ does ☐ does not include the cost of the service(s) to the meter. When it does not, additional charges may be forthcoming.

Area Expansion Program: This extension was installed under the Company's Area Expansion Program (AEP) Tariff. The AEP charge is calculated using an economic model approved by the PSCW and is based on an estimated 5 year conversion rate. If the estimated number of conversions is not obtained, AEP surcharges may extend past the projected end date until sufficient AEP contributions are collected. Applicable AEP information for this extension is:

The AEP charge is N/A per month.

Allowances and refunds are determined by WPSC's extension rule policies that have been approved by the PSCW and /or MPSC. These rules are subject to change pending approval by the PSCW or MPSC. A 5 year development period will begin from the date this facility/project is energized for the electric facility and pressurized for gas facility. Applicable refunds will be made during this time period.

Refund amounts shall equal the allowance applicable to customer additions based on the current extension allowance or the allowances in effect when the addition occurs, whichever is greater, less the added investment in distribution system facilities required. After the development period, the Customer agrees to reimburse WPSC for all allowances received on this contract that did not result in customers taking service by the expiration of the development period.

A tabulation of said allowance(s) is as follows:

Customer Name / Lot #	Address / Plat	Ext. Allowance Amount

Applicable refunds will be made to: ☐ Contracting Developer ☒ Property Owner ☐ Other _____

I have read, understand and agree to the terms and conditions of this contract

Customer Signature: _____ Date: _____

Mailing Address: 100 N JEFFERSON ST GREEN BAY, WI 54301

WPSC Signature: _____ Date: _____

Work Request/Revision: 3445284-1

Account# _____ Energized Date _____ CIS Field Order Id 464639683

ADDITIONAL TERMS AND CONDITIONS

1. This Contract is effective once signed by both the Company and the Customer within sixty days of the contract date. If the customer returns the Contract to the Company after the sixty days, the contract will be null and void at the sole discretion of the company, if there are changes in costs and/or conditions.
2. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer payment requirements (refunds or additional payment) to reflect actual changes in the size or number of units installed, major rock or frost removal, and similar items affecting the scope of the project, shall be made if adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes will be reviewed with the Customer.
3. As a condition of receiving service, the Customer agrees to grant the Company, at no cost, an easement for the necessary construction, operation, and maintenance including tree trimming of any portion of the extension necessary to serve the Customer.
4. The Customer further understands that their structure must comply with the applicable PSCW / MPSC Conservation Code and any other applicable codes and that any noncompliance in future inspections by the Company may be grounds for disconnection of service.
5. If the service to the Customer is part of a project designed to serve several customers from one extension, it is understood that this Contract will be binding on the parties hereto only when and if the Company secures sufficient contracts to warrant, in Company's sole discretion, the construction of the project.
6. All the terms and conditions of this Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by the Company.
7. Whether stated or not, a special facilities charge will be applied during the Winter Construction period, as stated in the Company's approved tariffs.
8. **Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.**
9. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to the Company, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to the Company prior to installation of facilities. The Company shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
10. **The Customer agrees to provide the Company, or its authorized contractor, the location, within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by the Company or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate an underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold the Company harmless as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitation attorneys' fees, arising out of or in connection with the Customer's use of service.**
11. **In no event shall the Customer place any decorative element on the pole without the prior written approval of the Company. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by the Company to the Customer upon request.**
12. **In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.**
13. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
14. This Contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
15. The Customer and the Company hereby agree to abide by and be subject to the rules, regulations, and schedules of the Company as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code and the rules and guidelines of the State of Michigan.
16. In the event of a conflict between this Contract and the Company's approved tariffs, the tariffs shall prevail.
17. Beginning the date the gas meter serving the Customer is installed, or 180 days after the gas service line serving the Customer is installed, whichever is earlier, the Customer will be billed the applicable Minimum Charge and AEP Charge (if any) associated with the rate schedule the Customer is expected to take service under, regardless if the Customer is actually using gas or taking gas service. The determination of the rate schedule the Customer is expected to take service under shall be in Company's sole discretion.

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 1240 RADISSON STREET
(ZP 25-12)**

May 6, 2025

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

That, pursuant to Zoning Petition 25-12 and the recommendation of the Plan Commission on April 28, 2025, the City of Green Bay does authorize a Conditional Use Permit (CUP) for an electric vehicle fuel service station within a (LI) Light Industrial District at 1240 Radisson Street, submitted by Michael Wieber, on behalf of Wattslots Properties LLC, property owner:

Green Bay Business Mens Association Lots 7 and 8 Block 95 and North 1/2 vacated alley except J5610-14 for street, East side of Fox River, City of Green Bay, Brown County, Wisconsin and that part of Lots 4, 5, and 6 and the north one-half of the vacated alley adjacent to the south lines of said Lots 4, 5, and 6, Block 95, Businessmen's Association Addition, City of Green Bay, Brown County, Wisconsin, lying southerly of a line 35.0 feet southerly of an parallel to the following described centerline: Starting at the intersection of the centerline of Doblson Street (now known as Radisson Street) with the southeasterly line of the Webster-Irwin Connection as described in Wisconsin Department of Transportation Project I.D. 1220-5-24; thence S. 64°-00'-00" E. (assumed bearing) 255.89 feet; thence along the arc of a 335.00 foot radius curve to the left 270.23 feet, said curve having a chord which bears S. 87°-06'-34" E. 262.97 feet; thence N. 69°-46'-53" E. 579.21 feet; thence along the arc of an 822.72 foot radius curve to the right 663.90 feet, said curve having a chord which bears S. 87°-06'-04"E. 646.03 feet; thence S. 63°-59'-00" E. 73.76 feet to the west line of Irwin Avenue and the end of said described centerline.

Tax Parcel No. 20-532

Said conditional-use permit shall be granted subject to:

1. The fueling station complies with the Green Bay Municipal Code.
2. 24/7 video surveillance cameras be installed so all portions of the site are monitored.
3. All vehicles parked on the property must be operable on public streets and registered.
4. No outside storage is allowed.
5. A photometric lighting plan be submitted to the Community and Economic Development Department when a site plan is submitted for approval that shows the property is adequately lit without spilling onto neighboring properties.
6. The buffer area along the south property line shall consist of either a masonry wall, fence, berm, plantings, or a combination thereof that forms a screen a minimum

of six feet in height and not less than 90 percent opaque on a year-round basis.
7. The conditional use is for an electric vehicle fueling station only. Any other fueling station such as gasoline requires a different Conditional Use Permit application.

Adopted _____

Approved _____

Eric Genrich, Mayor

DM
Attachment: Map



- Subject Area
- 200' Property Owner Notice

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

Zoning Petition (ZP 25-12)
Conditional Use Permit Request
at 1240 Radisson Street
Electric Vehicle Fueling Station
in Light Industrial (LI) District



**RESOLUTION REGARDING VACATION OF PUBLIC ALLEY
BETWEEN N. BROADWAY AND ALMA STREET
(AV 25-01)**

June 24, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed by NEW Community Shelter Inc., Greg Krumholz and Edwardo Martinez with the Common Council requesting vacation of the public alley between N Broadway and Alma Street, as depicted on the attached map; and

WHEREAS, the public interest may require that the aforesaid street be abandoned, vacated, and discontinued; and

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such abandonment, vacation, and discontinuance subject to the following conditions:

- 1) A shared access and maintenance easement agreement between Parcels 5-72 (Martinez) and 5-73 (Krumholz) must be filed with the Brown County Register of Deeds immediately after the recording of the alley vacation per Section 44-1691(2) of the Green Bay Municipal Code.
- 2) Utility easements be granted to the City of Green Bay the full width and length of the subject vacated alley by the property owners.
- 3) A no-build easement is recorded within the subject vacated right-of-way by the property owners.

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that the alley between N. Broadway and Alma Street be abandoned, vacated, and discontinued by the City of Green Bay, subject to the above-referenced conditions, and that a hearing be held on the abandonment, vacation and discontinuance of the same on June 24, 2025, at 6:00 P.M. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

BE IT FURTHER RESOLVED that a notice of such hearing be served on the owners of the frontage of the lots and lands abutting on the alley sought to be abandoned, vacated, and discontinued at least 30 days before such hearing, and that notice of such hearing be published in the official newspaper of the City of Green Bay once a week for three successive weeks before the date of hearing.

BE IT FURTHER RESOLVED that the City Attorney, upon adoption of this resolution, cause a lis pendens to be prepared and filed with the Register of Deeds for Brown County, Wisconsin, pursuant to §840.11, Wis. Stats.

Adopted _____

Approved _____

Eric Genrich, Mayor

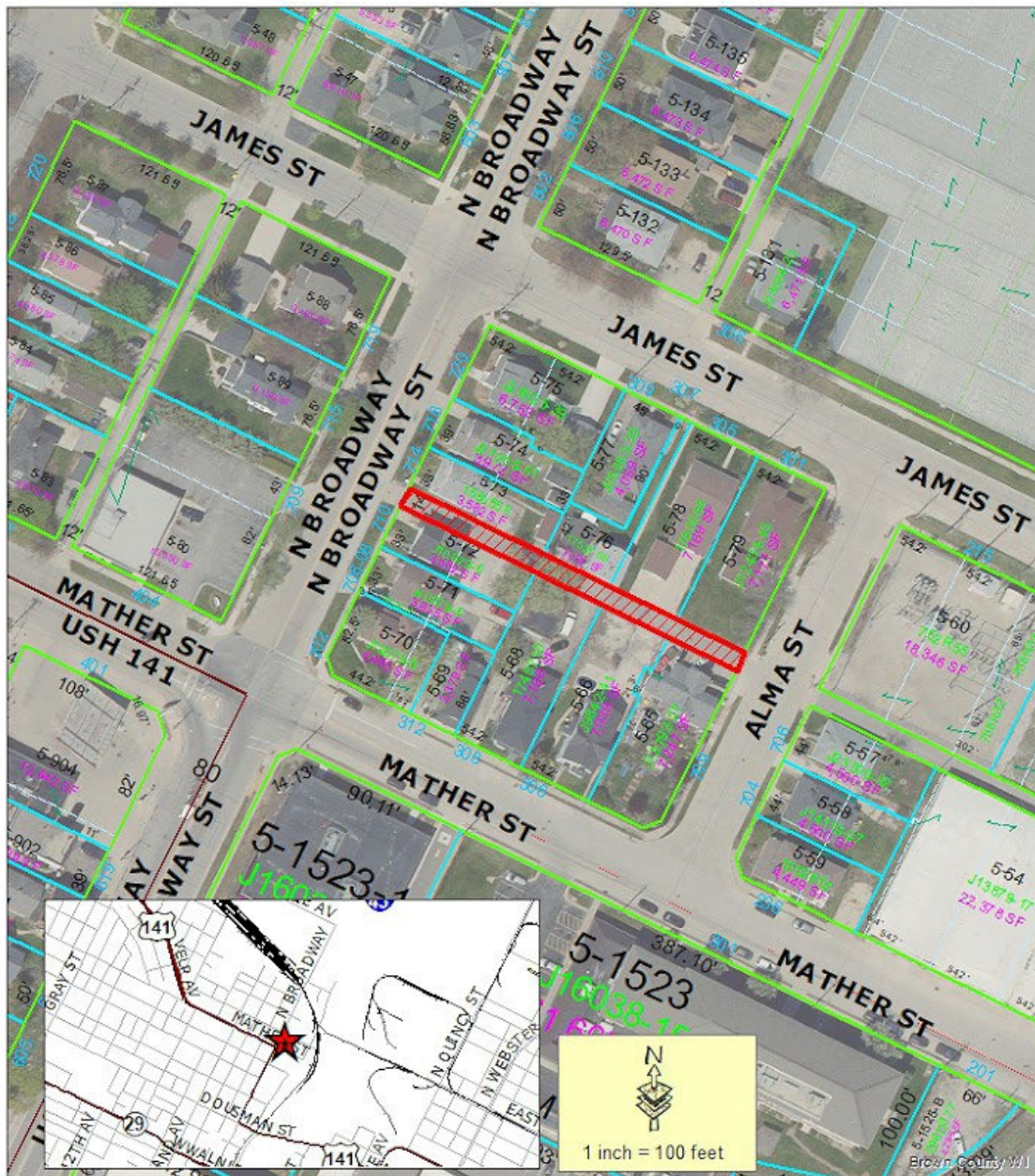
Attachments (legal description and map)

DESCRIPTION OF ALLEY BETWEEN
NORTH BROADWAY AND ALMA STREET TO BE VACATED
AV 25-01

All of the Alley dedicated to the public lying southerly of Lots 6, 7, 8, 9 and 10 and northerly of Lots 1, 2, 3, 4, and 5 in Block 11, A.E. Elmore's Park Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, described as follows:

Beginning at the southwest corner of said Lot 6, Block 11, A.E. Elmore's Park Addition; thence easterly 271 feet along the south line of said Lots 6, 7, 8, 9 and 10 to the southeast corner of said Lot 10, which is the westerly right of way of Alma Street; thence southerly 14 feet along said westerly right of way of Alma Street, to the northeast corner of said Lot 1; thence westerly 271 feet along the north line of said Lots 1, 2, 3, 4 and 5, to the northwest corner of said Lot 5, which is the easterly right of way of N. Broadway; thence northerly 14 feet along said easterly right of way of N. Broadway, to the point of beginning.

<u>PARCELS AFFECTED</u>	<u>OWNERS NAME AND MAILING ADDRESS</u>
5-65	NEW COMMUNITY SHELTER INC. 301 MATHER ST, GREEN BAY, WI 54303
5-66	NEW COMMUNITY SHELTER INC. 301 MATHER ST, GREEN BAY, WI 54303
5-68	NEW COMMUNITY SHELTER INC. 301 MATHER ST, GREEN BAY, WI 54303
5-72	EDUARDO S. MARTINEZ 710 N BROADWAY, GREEN BAY, WI 54303
5-73	GREG KRUMHOLZ 3763 GROVE ROAD, GREEN BAY, WI 54311
5-76	NEW COMMUNITY SHELTER INC. 301 MATHER ST, GREEN BAY, WI 54303
5-78	NEW COMMUNITY SHELTER INC. 301 MATHER ST, GREEN BAY, WI 54303
5-79	NEW COMMUNITY SHELTER INC. 301 MATHER ST, GREEN BAY, WI 54303



Proposed Alley Vacation

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**Alley Vacation
(AV 25-01)
N. Broadway/Alma St.**



**RESOLUTION AUTHORIZING CANCELLATION
OF 2024 REAL ESTATE PROPERTY TAXES**

May 6, 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 29, 2025, the real estate property taxes for 2024 for the following parcel is hereby rescinded.

<u>Parcel</u>	<u>Amount</u>
21-4988	\$81.68
Beth Wielgus (Conrad)	
811 Amberly Trail	

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION AUTHORIZING
TRANSFER OF FUNDS**

May 6, 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 29, 2025, the following 2025 transfer of funds is hereby authorized:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
From:	101099-59001 Contingency	(up to)	\$75,000.00
To:	101600 55501– Equipment repairs		\$75,000.00

This budget amendment is to cover the unbudgeted 2025 expense to repair waterslides at Joannes Aquatic Center.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION AUTHORIZING THE SUBMISSION OF A COMMUNITY
DEVELOPMENT INVESTMENT GRANT APPLICATION FOR
109 N. ADAMS STREET, 101 N. ADAMS STREET, AND 227 E. WALNUT STREET**

May 6, 2025

WHEREAS, the Community Development Investment (CDI) grant program, managed by the Wisconsin Economic Development Corporation (WEDC), provides incentives for shovel-ready projects that prioritize downtown community development, resulting in measurable benefits such as job creation, increased property values, and leveraged investments from local and private partners; and

WHEREAS, Investment Creations, LLC proposes to rehabilitate existing buildings, located at 109 N. Adams Street, 101 N. Adams Street, and 227 E. Walnut Street, which will allow for the establishment of an office space, one market-rate residential unit, and at least one commercial retail unit; and

WHEREAS, Investment Creations, LLC intends to submit an application for a CDI grant to assist with the project costs; and

WHEREAS, WEDC requires a City resolution authorizing Investment Creations, LLC to submit a grant application as a prerequisite for the CDI grant application process; and

THEREFORE, BE IT RESOLVED, by the Common Council of the City of Green Bay that the City authorizes the submittal of a CDI grant application by Investment Creations, LLC for the rehabilitation of 109 N. Adams Street, 101 N. Adams Street, and 227 E. Walnut Street, which will allow for the establishment of an office space, one market-rate residential unit, and at least one commercial retail unit.

Adopted _____

Approved _____

Mayor

Clerk

Attachment – Map

Project Map – 101 N. Adams St., 109 N. Adams St., and 227 E. Walnut St.



Legend

ParcelLine

- Block boundary
- Bulkhead Line
- Historic Parcel Line (20under)
- Hydrography
- Lines between deeds or lots (20pdashed)
- Lot boundary

- Meander line
- Original Right of Way
- PLSS line
- Parcel line
- Plot boundary
- Private Road Right of Way
- Right of Way line
- Undetermined

- V
- C
- M
- L
- H
- B

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Date Printed: 06 Feb 2025

City of Green Bay

GB - GIS

ZONING ORDINANCE NO. 10-25

**AN ORDINANCE ZONING CERTAIN LAND LOCATED AT
2735 UNIVERSITY AVENUE
AS A PLANNED UNIT DEVELOPMENT DISTRICT
(ZP 25-11)**

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property, as shown on Exhibit A - Location Map:

Part of the Fractional Southwest Quarter (Frac. SW 1/4), Section Twenty-seven (27), part of the Fractional Southeast Quarter (Frac SE 1/4), Section Twenty-eight (28), part of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4), Section Thirty-four (34), all in Township Twenty-four (24) North, Range Twenty-one (21) East and part of Private Claim 45, East side of Fox River, in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at a point where the Easterly right of way line of proposed I.H. 43 intersects the Northerly right of way line of University Avenue (S.T.H. 54-57), said point of beginning being South 58 deg. 46 min. 12 sec. East, 200.00 feet from the Northwesterly corner of the said Section 34; thence North 26 deg. 25 min. 22 sec. West along the said Easterly right of way line of proposed I.H. 43 a distance of 1397.84 feet; thence continuing along the said Easterly right of way line on a tangential curve concave Northeasterly chord North 26 deg. 09 min. 52 sec. West, 6.51 feet radius 721.47 feet, central angle 00 deg. 31 min. 00 sec. 6.51 feet to the Southerly line of Private Claim 46, East side of Fox River; thence South 65 deg. 08 min. 58 sec. East along the said Southerly line 1062.11 feet to the Southwesterly line of the property described in Vol. 342 Deeds, Page 101; thence South 47 deg. 24 min. 13 sec. East, along the said Southwesterly line 480.79 feet to the Northerly right of way line of University Avenue (S.T.H. 54-57); thence along the said Northerly right of way line on a curve concave Northwesterly chord South 52 deg. 57 min. 07.5 sec. West, 642.12 feet, radius 2231.83 feet, central angle 16 deg. 32 min. 31 sec. 644.36 feet; thence South 61 deg. 13 min. 23 sec. West, along the said Northerly right of way line 205.70 feet to the point of beginning.

AND

Part of Private Claim 46, East side of Fox River, in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at the West quarter corner, Section 27, Township 24 North, Range 21 East; thence South 00 deg. 08 min. 03 sec. East, 1,692.34 feet along the West line and the extension of the SW 1/4, said Section 27, to the occupied South line of Private Claim 46, East side of Fox River; thence South 65 deg. 09 min. 26 sec. East, 145.44 feet along said South line to the point of beginning; thence North 24 deg. 50 min. 34 sec. East, 453.66 feet; thence South 65 deg, 19 min.

26 sec. East, 453.00 feet; thence South 24 deg. 14 min. 47 sec. West, 289.33 feet; thence North

66 deg. 44 min. 08 sec. West, 34.96 feet; thence South 24 deg. 08 min. 44 sec. West, 164.71 feet to the occupied South line of Private Claim 46, East side of Fox River; thence North 65 deg. 09 min. 26 sec. West, 423.07 feet along said South line to the point of beginning.

SECTION 2. Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to promote integrated land uses along the University Avenue corridor, as well as allowing for development that is most suitable for this parcel with environmental concerns. The overall appearance and design of the site and improvements shall comply with the attached Exhibits and as regulated within this PUD.
- B. Development Site. The area included within this PUD consists of all land described above, Parcel 21-280-1. After the execution of this PUD, a land division shall be completed to create Lots 1 and 2 as described below. Lot 2 shall be created as a flag-shaped lot, as allowed under this ordinance. A PUD amendment shall be required for any future changes that do not comply with this PUD.

- 1. Lot 1: Part of the Northwest ¼ of the Northwest ¼ of Section 34, T24N-R21E, and the Fractional Southwest 1/4 of Section 27, T24N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the Closing Corner of Government Lot 1, Section 33, T24N-R21E; thence S87°27'29"E, 764.35 feet along the North line of said Government Lot 1 to the Northeast ¼ of said Section 33; thence S57°18'35"E, 202.76 feet to the Point of Beginning; thence N62°36'33"E, 205.70 feet along the North right of way of University Avenue; thence 569.40 feet along the arc of a 2228.32 foot radius curve to the Left whose long chord bears N55°20'06"E, 567.85 feet along said North right of way; thence N46°02'32"W, 251.09 feet; thence S55°22'16"W, 684.96 feet; thence S25°02'15"E, 223.69 feet along the East right of way of Interstate Highway "I43" to the Point of Beginning.

Parcel contains 184,173 square feet / 4.23 acres, more or less.
Parcel subject to easements and restrictions of record.

2. Lot 2: Part of the Fractional Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, T24N-R21E, the Fractional Southwest $\frac{1}{4}$ of Section 27, T24N-R21E, and Private Claim Number 46, East Side of the Fox River, City of Green Bay, Brown County, Wisconsin, more fully described as follows: Commencing at the Closing Corner of Government Lot 1, Section 33, T24N-R21E; thence S87°27'29"E, 764.35 feet along the North line of said Government Lot 1 to the Northeast $\frac{1}{4}$ of said Section 33; thence S57°18'35"E, 202.76 feet; thence N62°36'33"E, 205.70 feet along the North right of way of University Avenue; thence 569.40 feet along the arc of a 2228.32 foot radius curve to the Left whose long chord bears N55°20'06"E, 567.85 feet along said North right of way to the Point of Beginning; thence 75.11 feet along the arc of a 2228.32 foot radius curve to the Left whose long chord bears N47°02'56"E, 75.11 feet along said North right of way; thence N46°02'32"W, 481.04 feet; thence N25°37'41"E, 164.71 feet; thence S65°19'09"E, 34.96 feet; thence N25°39'46"E, 289.33 feet along the West line of Volume 16, Certified Survey Maps, Page 361, Map Number 3166, Document Number 1093740, Brown County Records; thence N63°54'27"W, 453.00 feet along a Southerly line of Volume 55, Certified Survey Maps, Page 218, Map Number 7993, Document Number 2463009, Brown County Records; thence S26°15'33"W, 453.66 feet along an Easterly line of said Map Number 7993; thence N63°45'57"W, 639.32 feet along the South line of Private Claim Number 46, East Side of the Fox River, also being a Southerly line of said Map Number 7993; thence 6.51 feet along the arc of a 721.70 foot radius curve to the Left whose long chord bears S24°46'45"E, 6.51 feet along the East right of way of Interstate Highway "I43"; thence S25°02'15"E, 1174.15 feet along said East right of way; thence N55°22'16"E, 684.96 feet; thence S46°02'32"E, 251.09 feet to the Point of Beginning.

Parcel contains 701,805 square feet / 16.11 acres, more or less.

Parcel subject to easements and restrictions of record.

- C. Land Use Regulations. The principal and accessory land uses which may be established shall be compliant with uses listed below. A PUD amendment is required for any additional uses.

1. Lot 1 Allowed Uses: Uses allowed within the Neighborhood Commercial (NC) zoning district, with the exceptions of the prohibited uses listed in Section D of this ordinance.
2. Lot 2 Allowed Uses: Self-service storage facility
 - a. No commercial transactions shall be permitted other than the rental of storage units.
 - b. No outdoor storage is permitted.

- D. Prohibited Uses. All below land uses shall be considered prohibited uses within

this PUD:

1. Live-Work Units
 2. Carriage House Dwellings
 3. Rooming House, Boarding House, Shelter Facility
 4. All Educational Uses listed in Table 44-5
 5. Public Park or Playground
 6. Community Gardens
 7. Public Utility Buildings or Structures
 8. All Vehicle Service Uses listed in Table 44-5
 9. All Other Industrial Uses outside of Self-Service Storage Facilities
- E. Dimensional and Area Requirements. Dimensional and area requirements for principal structure on the subject property shall generally comply with Exhibit B and shall be regulated under the General Commercial (C1) zoning district.
- F. Architectural Design Standards. All building elevations shall substantially comply with Exhibit B and any standards associated with the base zoning as determined in Section M of this ordinance.
- H. Access, Circulation, and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code, and the following standards:
- I. 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 Neighborhood Commercial (NC) zoning district.
- J. Lighting. All lighting within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article V of the Green Bay Municipal Code.
- K. Refuse and Mechanical Equipment. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.
- L. Landscaping and Transitional Yards. Landscaping within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code, and the following standards:
1. A landscape berm shall be required between Lot 1 and Lot 2, located before the significant grade change between these two lots. The buffer shall be compliant with Section 44-1964(2) of the Green Bay Zoning Code.

2. No additional buffer is required between Lot 1 and Lot 2, regardless of use.

M. Compliance with all the regulations of the Green Bay Municipal Code not covered under the PUD. If not covered as part of this PUD, the base zoning for Lot 1 shall be considered General Commercial (C1) zoning district and for Lot 2 it shall be considered Light Industrial (L1) zoning district.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit, and the plans identified therein, had been set forth in its entirety in the body of this ordinance.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

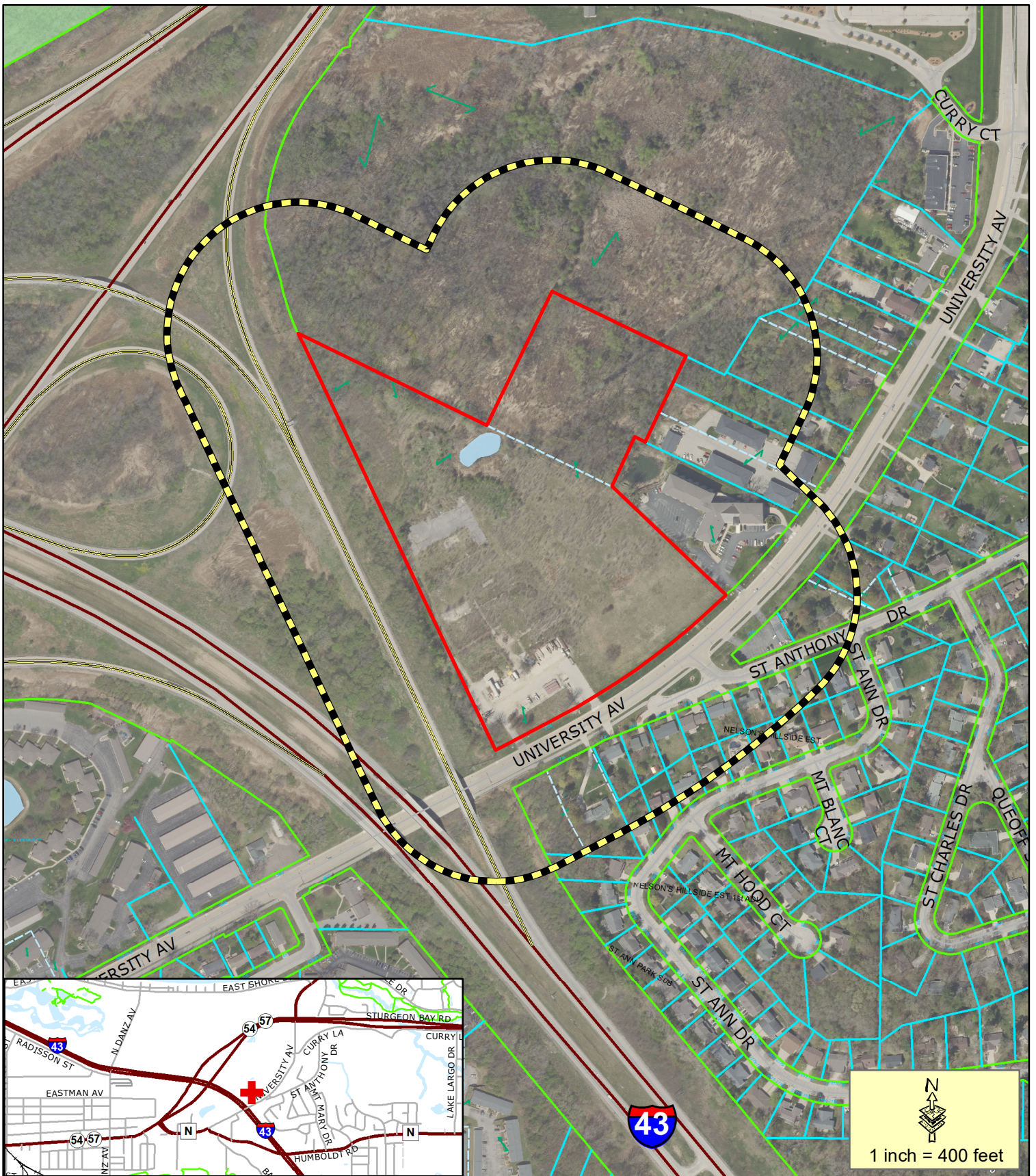
Celestine Jeffreys, City Clerk

sh:

Attachments:

Exhibit A - Location Map

Exhibit B – Site Plans and Renderings

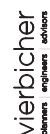


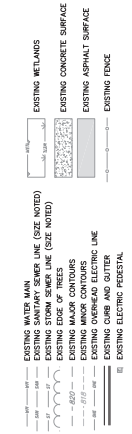
- Proposed PUD
- 400' Courtesy Notice Area

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Map prepared by DB

Zoning Petition (ZP 25-11)
Proposed Planned Unit
Development (PUD)
at 2735 University Ave



[illegible]

[illegible]

NOTES:

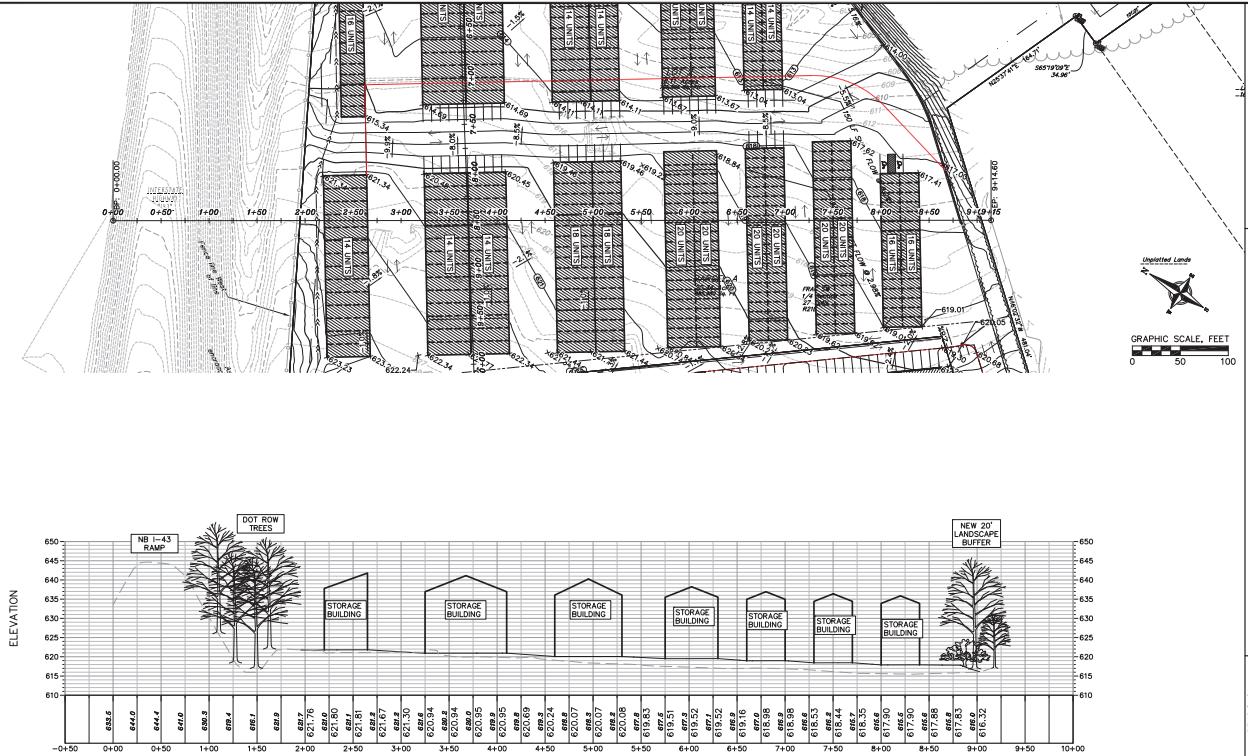
This surveyor further does not warrant that the underlined **XXXX** is shown as is the exact location indicated. It may not show exactly that they are located as shown or accurately as provided from information and links. This disclaimer is provided for the City of Green Bay, WI, and is not intended to be a warranty of any kind. The City of Green Bay, WI, is not responsible for any errors or omissions in this report. The City of Green Bay, WI, is not responsible for any errors or omissions in this report. The City of Green Bay, WI, is not responsible for any errors or omissions in this report.

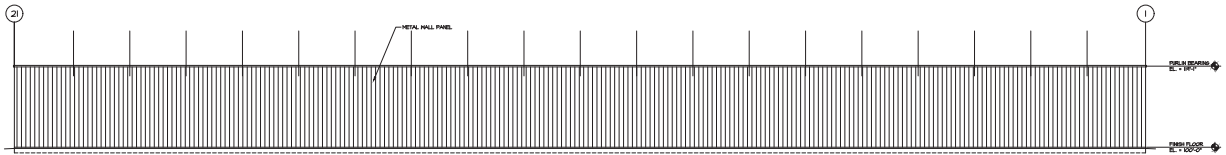
- SURVEY LEGEND**
- | | | | |
|---|--|---|----------------------------|
| ■ | PUBLIC LAND CORNER AS NOTED | ○ | EXISTING DECIDUOUS TREE |
| ● | SET 1" IRON PIPE | □ | EXISTING CURB INLET |
| ○ | SET 1.337' (0.0.) X 18" IRON PIPE
WITH CAP WEIGHING 1.68 LBS/LIN FT | ● | EXISTING FIELD INLET |
| ● | FOUND 2" IRON PIPE | ○ | EXISTING STORM MANHOLE |
| ○ | EXISTING LIGHT POLE | ○ | EXISTING SANITARY MANHOLE |
| ○ | EXISTING UTILITY POLE | ○ | EXISTING FIRE HYDRANT |
| ○ | EXISTING DOWN GUY | ○ | EXISTING WATER MAIN VALVE |
| ↑ | EXISTING TORN GUY | ○ | EXISTING SOIL (TYPE NOTED) |
| ○ | EXISTING TELEPHONE PIEDISTAL | ○ | EXISTING WELL |

Job #: 240628
 Date: 12/27/2024
 Time: 10:17 AM
 Drilled By: AW
 Checked By: WBA
 Field work completed: 12/27/2024

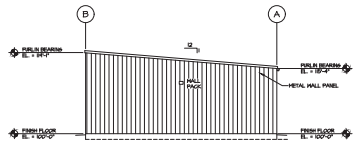
SUBMITTED FOR:
 NEARBY STORAGE EAST 08
 2735 UNIVERSITY AVE
 UNIVERSITY CITY
 TAX PARCEL: #27-280-1



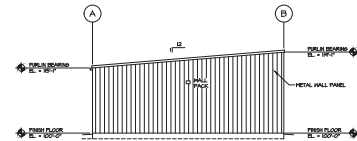




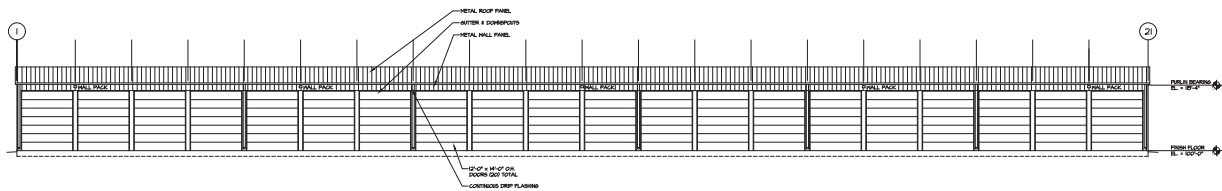
EAST ELEVATION
SCALE: 3/32" = 1'-0"



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



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



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

(BUILDING #B IS A MIRROR IMAGE)

REV.	NO.	DATE	DESCRIPTION
1	1	11/11/2020	ISSUED FOR PERMIT
2	2	11/11/2020	ISSUED FOR PERMIT
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	REV NO	DESCRIPTION	DATE	BY	DATE
PROJECT:		NEARBY STORAGE - BUILDINGS #1 & #5			
LOCATION:		Climax Property Green Bay, WI			
DESCRIPTION:		BUILDING SECTION DETAILS			

ZONING ORDINANCE NO. 11-25

AN ORDINANCE CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR PROPERTY LOCATED AT 3026 NICOLET DRIVE (ZP 25-07)

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 a Planned Unit Development Overlay District on the following described property, as also depicted on Exhibit A - Location Map:

Legal description: That part of Government Lot One, Section Fourteen, T24N-R21E, in the City of Green Bay, Brown County, Wisconsin, described as follows: Commencing at the point of intersection of the existing County Trunk Highway "A", also known as Nicolet or Bay Shore Road, with South line of Government Lot 1; thence S89°13'18"E along the South line of said Lot 1, 125 feet to the point of beginning; thence continuing S89°13'18"E 528.20 feet; thence N00°47'00"E 570.10 feet to the North line of lands described in Vol. 255 Deeds, Page 122; thence N89°02'00"W along said North line 268.55 feet to the East line of County Trunk Highway "A"; thence S30°38'42"W, 358.40 feet; thence along the curve of East right of way line, the chord of which bears S31°38'30"W, 213.10 feet; thence S19°49'00"E, 83.00 feet to the point of beginning, Excepting that part of lands described in Vol. 153 Deeds, Page 400, which lie East of County Trunk Highway "A", further excepting therefrom that part used for road purposes.

Tax Parcel: 22-130-2

Land Area: Comprises approximately 5.176 acres

SECTION 2. Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as it applies, the following conditions are imposed:

- A. Purpose and Intent. The purpose and intent of the amended Planned Unit Development (PUD) is to permit residential, agricultural, retail, and educational uses.
- B. Development Site. The area included within this PUD consists of all land included at 3026 Nicolet Drive (Parcel No. 22-130-2). A PUD amendment shall be required for any future changes that do not comply with this PUD.
- C. Land Use Regulations. The principal and accessory land uses which may be established are as follows:

- 1. Principal Use.

- a. The following listed uses in the (R1) Low-Density Residential district:
 1. Single-family dwelling, detached. One dwelling per parcel.
 2. Accessory Uses.
 - a. All accessory uses defined by (R1) Low-Density Residential district.
 - b. Agricultural uses limited to:
 1. Production of plants.
 2. Animals per Ch. 6 of the Green Bay Municipal Code (Animals)
 3. Pasturing
 4. Horticulture
 5. Floriculture
 6. Aquaponics
 7. Animal and poultry husbandry limited to approved animals per Ch. 6 of the Green Bay Municipal Code (Animals).
 - c. Educational Camps/Tours. Maximum of 28 students and/or individuals associated with the group (chaperone, teacher, parent).
 - d. Short-term rentals.
 - e. Family day care (8 or fewer children).
 - f. Farmstand retail.
 - g. All other permitted and conditional uses in the (R1) district require an amendment to this Planned Unit Development (PUD) ordinance.
- D. Prohibited Uses. Land uses not listed in Section C shall be considered prohibited uses within this PUD. A PUD amendment is required for any additional uses. Outdoor storage is not permitted.
- E. Dimensional and Area Requirements. Dimensional and area requirements for structures on the subject property shall generally comply with and be regulated as follows:
 1. Principal
 - a. Single-family dwelling, detached per dimensional and area requirement standards of (R1) Low-Density Residential District. Any attached garage cannot exceed 1000 square feet.
 2. Accessory
 - a. Greenhouse
 1. Front yard setback: Minimum 115 feet from Church Road and Nicolet Drive. The structure is allowed in front of the primary residential home.
 2. Side yard setback: Minimum 10 feet

3. Rear yard setback: Minimum 10 feet
 4. Maximum size per building: 400 square feet
 5. Maximum number of greenhouse buildings: Three (3)
 6. Maximum height: 16 feet
 7. Maximum side wall height: 12 feet
- b. High Tunnel Structure
1. Front yard setback: Minimum 115 feet from Church Road and Nicolet Drive. The structure is allowed in front of the primary residential home.
 2. Side yard setback: Minimum 10 feet
 3. Rear yard setback: Minimum 10 feet
 4. Maximum size per building: 2200 square feet
 5. Maximum number of high tunnel structures: Three (3)
 6. Maximum height: 18 feet
 7. Maximum side wall height: 14 feet
- c. Farmstand retail
1. Front yard setback: Minimum 55 feet from Church Road and Nicolet Drive. The structure is allowed in front of the primary residential home.
 2. Side yard setback: Minimum 10 feet
 3. Rear yard setback: Minimum 10 feet
 4. Maximum size per building: 150 square feet
 5. Maximum number of structures: One (1)
 6. Maximum height: 16 feet
 7. Maximum side wall height: 10 feet
- d. Detached garage
1. Front yard setback: Behind the plane of the front yard from Church Road and Nicolet Drive.
 2. Side yard setback: Minimum 4 feet
 3. Rear yard setback: Minimum 4 feet
 4. Maximum number of structures: One (1)
 5. Maximum size: 1000 square feet or not to exceed the structural area of the principal use or structure served, whichever is less.
 6. Maximum height: 18 feet
 7. Maximum side wall height: 14 feet
- e. ADA accessible restroom on-site that is separate from the home.
1. Required to construct an ADA restroom within 18 months from approval of PUD to comply.
 2. Front yard setback: Behind the plane of the front yard from Church Road and Nicolet Drive.
 3. Side yard setback: Minimum 10 feet

4. Rear yard setback: Minimum 10 feet
5. Maximum height: 16 feet
6. Maximum side wall height: 10 feet
7. Allowed maximum of 2 Portable restrooms. Over 2, requires a Temporary Use Permit per Ch. 44, Article V, Div. 7, Sec. 44-469.

F. Architectural Design.

1. Primary residential building, accessory garage, and ADA restroom shall meet standards set forth in Article XIX, Division 3: Site Plan Review, Building and Site Design Guidelines.
2. High tunnels and greenhouses must follow building code must be maintained without tears and tatters. Structure shall meet qualifications specified by International Building Code (IBC) Chapter 31.
3. Retail farmstand. Building materials shall consist of structure designed with durable materials such as wood, masonry, or metal. Plastic is not a permitted material for construction of said farmstand. Structure shall meet qualifications for anchorage specified in IBC. The retail farmstand does not require walls to enclose the structure. The retail farmstand does not require a roof.

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 Neighborhood Commercial District (NC) with the additional standards:

1. Signage shall not be illuminated.

I. Access, Circulation, and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code.

1. Residential use: At least two parking spaces are required, with at least one stall located in an enclosed garage.
2. Educational use: 2 spaces per 3 employees who do not reside in the residence on the largest shift plus 1 space per 7 attendees based on capacity.
3. Farmstand Retail – 1 paved parking space.
4. Agricultural use may share parking with required space for other uses.
5. Off-street parking facilities and driveways leading to such parking facilities, and all other areas upon which motor vehicles may traverse or be parked shall be graded and surfaced with a dust-free all-weather hard surface material capable of carrying a wheel load of 4,000 pounds.

Acceptable surfacing materials include asphalt, concrete, brick, cement pavers, permeable pavement as defined in Section 44-249, or similar material approved by the City and installed and maintained per industry standards. The driveway may contain a grass or permeable center, provided that the areas on which the vehicle's wheels touch are a minimum of 12 to 18 inches in width for a one-way drive only.

6. A 22' wide paved driveway is required for two-way traffic. A 14' wide paved driveway is required for one-way traffic. Said one way drive must include at least one point of ingress from the public right of way and a separate point of egress to the public right of way. Curb and gutter not required along driveway or in parking area(s).
7. The existing drive and parking facilities may be used with parking permitted on grass surface on the property for up to 365 days from the date of Council approval. Parking improvements must be made to meet standards established listed in Section 2 (H.) 1-6 or accessory uses listed in this Planned Unit Development must cease operations until standards established in Section 2 (H.) 1. – 6. are completed.

J. Refuse and Mechanical Equipment. All refuse areas are to be enclosed impervious to sight. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code. No refuse material containers shall be permitted between the front of a building and right of way. Any composting or vegetative debris shall not be located within 115 feet of the right of way. Animal waste and feces shall not be stockpiled. Farm equipment such as tractors, trailers, combines, or similarly functioning equipment shall be enclosed when not in imminent use

K. Landscaping and Transitional Yards. Landscaping within the PUD area shall meet the standards set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code for one-family residential homes with the following additional standards:

1. Parking areas exempt from landscape standards and buffer standards if parking is created a minimum of 150 feet from front yard right of way and 5 feet from the side and rear lot lines.

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 R1. 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

dm:
Exhibit A: Location Map

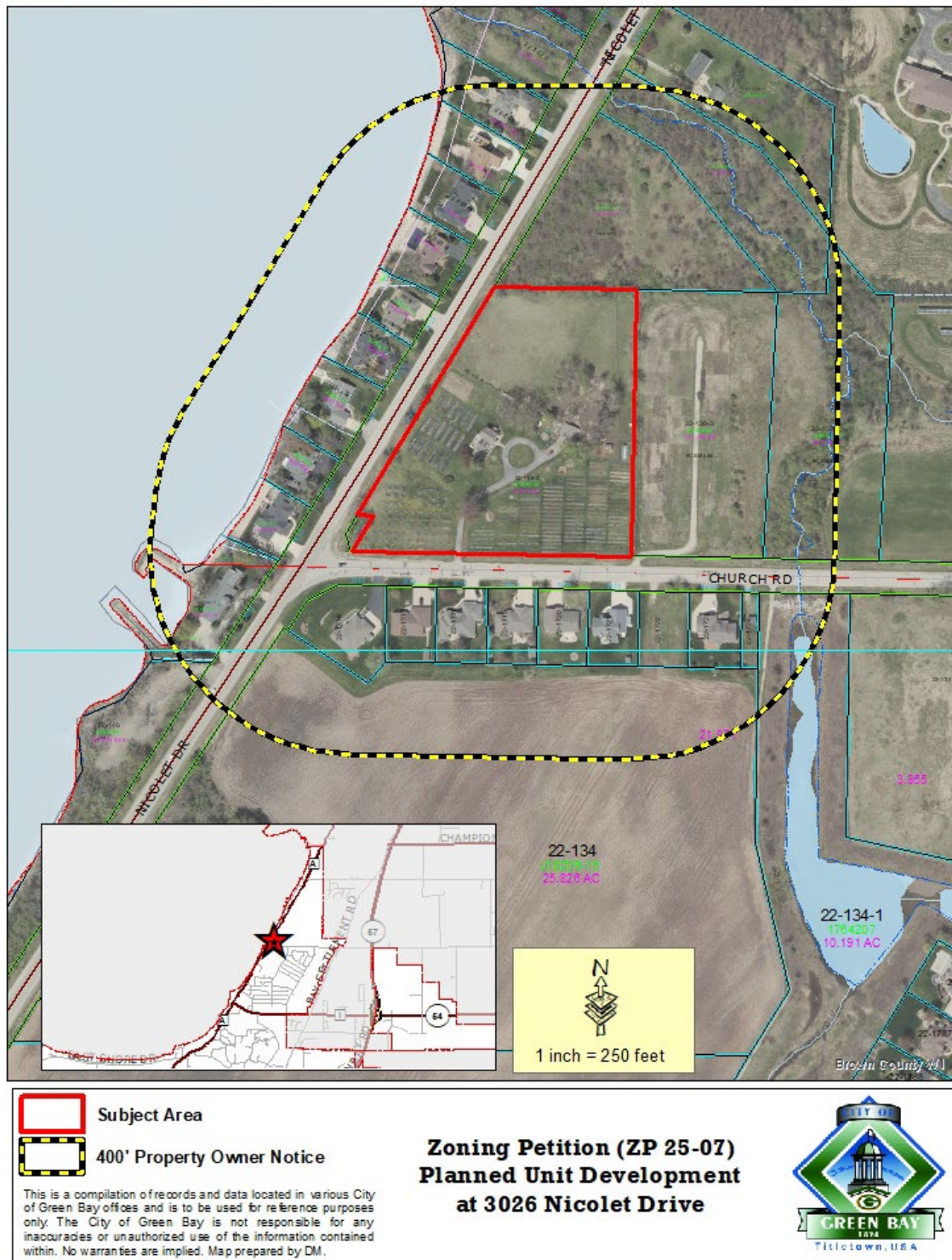


Exhibit A