



AGENDA OF THE COMMON COUNCIL

TUESDAY, JUNE 24, 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.

- I. Alders: Brian Johnson (District 9), Bill Galvin (District 4), Jennifer Grant (District 1), Jim Hutchison (District 2), Bill Morgan (District 3), Craig Stevens (District 5), Joey Prestley (District 6), Alyssa Proffit (District 7), Jim Ridderbush (District 8), Ben Delie (District 10), Melinda Eck (District 11), Kathy Hinkfuss (District 12).

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

- I. Approval of the minutes from the June 10, 2025 meeting.

F. Approval of the Agenda.

- I. Approval of the agenda for the Tuesday, June 24, 2025, meeting of the Common Council.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

I. Standing Committees

Parks

Jim Ridderbush

I&S

Jim Ridderbush

J. Public Hearings.

1. Public Hearing on 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).

K. Report of the Redevelopment Authority (June 10, 2025).

1. To adopt a Creation Resolution to establish Tax Incremental District No. 30 (TID 30): US Bank Conversion and adopt the Project Plan. (RDA Meeting June 10, 2025).
2. To adopt a Creation Resolution to establish Tax Increment District Thirty-one (TID 31): One Astor and adopt the Project Plan. (RDA Meeting June 10, 2025).

L. Report of the Redevelopment Authority (June 19, 2025).

1. To approve the Development Agreement 25-06 with Broadway Realty, LLC, for the redevelopment of 0 Deuchert Street (Tax Parcel 21-1229), and authority for the Director to approve a collateral assignment, subject to legal review. (RDA Meeting June 19, 2025).

The Authority may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Authority may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

2. To approve the Development Agreement 25-05 with MOWGS LLC, for the redevelopment of 501 S. Washington Street (Tax Parcel 15-169), and authority for the Director to approve a collateral assignment, subject to legal review. (RDA Meeting June 19, 2025).

The Authority may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Authority may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

3. To authorize staff to award TID 25-01 400-420 S. Broadway Demolition and Site Improvements to the lowest responsive, responsible bidder, and to authorize up to \$250,000.00 in TID 22 funds for projects costs that are not eligible for grant reimbursement. (RDA Meeting June 19, 2025).

M. Ordinances - Second Reading for Adoption.

I. G.O. 12-25

An ordinance relating to Commercial Building Inspection Authority.

N. Report of the Improvement & Services Committee (June 18, 2025).

1. To approve the request by Department of Public Works to award contract SEWERS 2-25 CITY WIDE SEWER REPAIRS at a staff level and report the award at the next Improvement & Services Committee meeting.
2. To approve the request by Department of Public Works to award contract SEWERS 3-25 MINI-SEWERS at a staff level and report the award at the next Improvement & Services Committee meeting.
3. To receive and place on file the report of award of contract PARKS 5-25 (LEICHT MEMORIAL PARK SITE GRADING) to Relyco Plus, LLC in the amount of \$80,509.63.
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. Concrete Solutions, Inc.
- b. Green Bay Masonry LLC

O. Report of the Protection & Policy Committee (June 16,2025).

1. To refer to staff a communication from Ald. Delie (Dist. 10) for the Community Economic Development to amend the policy that allows inspections-related requests-for-service to be made anonymously, to require the person submitting the request for service to include their name and address.
2. Consideration with possible action on a request by Alders Prestley, Proffitt and Delie (Districts 6, 7 and 10, respectively) to refer to staff drafting a resolution opposing the practice of conversion therapy in the City of Green Bay (no recommendation from committee, 2-2 vote).
3. To hold until the July 7th meeting, an appeal by Natasha Matson regarding the denial of her excess animal permit application (held from the June 2, 2025 committee meeting).
4. To deny a (new) 2025-26 Massage Establishment License, 900 Cedar Street, Aroma.
5. To approve the listed renewal alcohol beverage license applications, pending the approval of proper authorities (see attached)
6. To approve a limited expansion of licensed premises at 1238 State St for State St Pub, described as: parking lot on the following dates: September 12 and 13.
7. To approve a limited expansion of licensed premises for Main Street Pub & Grill at 2056 Main St, described as: "unused portion of our lot, directly behind the building" on the following dates: Fridays, Saturdays and Sunday from June 13-Nov 2 (63 days).
8. To hold a limited expansion of licensed premises for Riverside Ballroom at 1560 Main St, described as: "extend serving area to include outside" on the following dates: September 14, so that the Clerk's office can confirm security and fencing.

9. To approve a reserve "Class B" and Class "B" application for SaludGB LLC at 708 Bodart St with a premise description as "bar, back room, walking cooler" with approval from proper authorities.
10. Informational: Green Bay Police Department Violation Report for liquor and massage establishments.
11. Informational: Clerk's Office Liquor Licensing Report.
12. Informational: Report from St. John's Ministries

P. Report of the Green Bay Police Department Granting Operator Licenses (June 16, 2025).

1. Report of the Green Bay Police Department Granting Operator Licenses

Q. Report of the Plan Commission (June 16, 2025).

1. To approve a request for a Conditional Use Permit (CUP) for a concrete, asphalt, and rock crushing facility in the General Industrial (GI) District on property located in the 1300 Block of Hurlbut Street (Parcel 6-3042-1), submitted by James Wolfe, Jr. of Vierbicher, on behalf of Martell Development LLC, property owner. (ZP 25-15 Plan Commission Meeting June 16, 2025).
2. To approve a request to amend the Smart Growth 2022 Comprehensive Plan for the 2100 Block of Deuchert Street (Parcel ID 21-1229) from future Medium/High Density Residential land-use to Low-Density Residential land use, submitted by James Wolfe, Jr. of Vierbicher, on behalf of Broadway Realty LLC, property owner. (CPA 25-02 Plan Commission Meeting June 16, 2025).
3. To approve a request to rezone the 2100 Block of Deuchert Street (Parcel ID 21-1229) from Varied Residential (R3) district to Low-Density Residential (R1) district, submitted by James Wolfe, Jr. of Vierbicher, on behalf of Broadway Realty LLC, property owner. (ZP 25-14 Plan Commission Meeting June 16, 2025).
4. To approve amendments to Section 44-1553(5) of the Green Bay Municipal Code, Chapter 44, related to Historic Preservation. (TA 25-03 Plan Commission Meeting June 16, 2025).
5. To approve amendments to various sections of the Green Bay Municipal Code, Chapter 44, related to Mail Distribution Facilities. (TA 25-04 Plan Commission Meeting June 16, 2025).

R. Report of the Finance Committee (June 17, 2025).

1. To approve the sale of the site located at the corner of University Ave and Henry St. (parking lot) Parcel #19-326 to Heraly's Liquor.
2. To approve a 2025 budget amendment resolution for unbudgeted overtime for special events.

S. Report of the Park Committee (June 18, 2025).

1. To direct staff to open all park shelter bathrooms with automated locks at 6:00 AM and close them in a staggered manner at 7:30, 8:00, 8:30 and 9:00 PM and report back to the Parks Committee at the end of the summer with an update
2. To approve the installation of boulder seating areas and other amenities adjacent to the Doty Street trail connection from South Washington Street to the Fox River Trail by Downtown Green Bay Inc. contingent on the Law Department review and approval of all necessary contracts allowing the work to proceed.

T. Report of the Personnel Committee (June 17, 2025).

1. To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Utility Manager
2. To approve the request to reclassify a Paralegal position to Advanced Paralegal.
3. To approve the request to increase the Mayor salary for the next term beginning in 2027 including the Personnel Committee's recommendation that the Mayor salary will increase, in perpetuity, at the same rate as the City's general municipal employees.

U. Report of the Equal Rights Commission

1. To hold until the next Equal Rights Commission meeting on July 10th, 2025 to consider a possible revision to Section 12-111 Equal Rights Commission of the City's Chapter 12, Civil Rights Ordinance. Link:
https://library.municode.com/wi/green_bay/codes/code_of_ordinances?nodeId=COOR_CH12CIRI
2. To refer to staff to publicly recognize historically diverse figures and stories of Green Bay residents.

V. Committee of the Whole.

1. For consideration with possible action on the Opportunity Attraction Fund Agreement between the Wisconsin Economic Development Corporation and the City of Green Bay to accept funds of up to \$1,812,102 for 2025 NFL Draft related costs for security services and personnel.

W. Resolutions.

1. Resolution Creating Tax Incremental District No. 30, Approving its Project Plan and Establishing its Boundaries.
2. Resolution Creating Tax Incremental District No. 31, Approving its Project Plan and Establishing its Boundaries.
3. Resolution authorizing budget amendment for unbudgeted overtime for special events.
4. Resolution Authorizing Conditional Use Permit at the 1300 Block of Hurlbut Street. Subject to the following conditions:

1. The concrete, asphalt and rock crushing facility must have a permanent, indoor restroom and wash station on-site meeting zoning, building and plumbing code requirements.
 2. Compliance with all other regulations of the Green Bay Municipal Code.
5. Resolution authorizing Vacation of Public Alley between N. Broadway and Alma Street (AV 25-01).

X. Ordinances - First Reading.

1. General Ordinance No. 10-25
An ordinance amending Section 44-1553(5), Green Bay Municipal Code, relating to authority to issue Certificate of Appropriateness.
2. General Ordinance No. 16-25
An ordinance amending various Sections of Chapter 44, Green Bay Municipal Code, relating to Mail Distribution Facilities.
3. Zoning Ordinance No. 12-25
An ordinance rezoning to property located at the 2100 Block of Deuchert Street (Parcel 21-1229) from Varied-Density Residential (R3) to Medium-Density Residential (R2) (ZP 25-14).
4. Miscellaneous Ordinance No. 03-25
An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay related to property located at the 2100 Block of Deuchert Street (Parcel 21-1229) from Medium-High Density Housing to Low-Density Residential (CPA 25-02)

Y. Referral of Petitions & Communications.

Z. Adjournment.

1. Next Meeting: July 15, 2025.
2. Adjournment for the Tuesday, June 24, 2025, meeting of the Common Council.

- 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.



MINUTES OF THE COMMON COUNCIL

TUESDAY, JUNE 10, 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

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B. ROLL CALL.

Present: Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss

Excused:

Absent:

C. PLEDGE OF ALLEGIANCE.

D. INVOCATION.

E. APPROVAL OF MINUTES.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Ben Delie to approve.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

I. May 20, 2025.

F. APPROVAL OF THE AGENDA.

Moved by Ald. Brian Johnson, seconded by Ald. Kathy Hinkfuss to approve.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

G. REPORT BY THE MAYOR.

H. ANNOUNCEMENTS.

I. APPOINTMENTS.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Craig Stevens to approve new appointments.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Ben Delie to approve reappointments.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

I. Director of Public Works

Valerie Joosten

Effective: June 2, 2025

City Attorney

Lacey Cochart

Effective: June 5, 2025

2. Reappointments:

City of Green Bay/Town of Scott Joint Plan Commission

Eric Rakers, 2775 Classic Dr, Green Bay, WI 54311

Term to expire: June 1, 2028

J. ORDINANCES - SECOND READING FOR ADOPTION.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Ben Delie to suspend the rules and take up all with one roll call vote.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Ben Delie to adopt.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

1. General Ordinance No. 09-25

An ordinance amending Section 30-5(1), Green Bay Municipal Code, relating to General Sign Standards (TA 25-02).

2. General Ordinance No. 11-25

An ordinance amending Section 4-10(c), Green Bay Municipal Code relating to license restrictions.

K. REPORT OF THE IMPROVEMENT & SERVICES COMMITTEE (JUNE 4, 2025).

Moved by Ald. Craig Stevens, seconded by Ald. Melinda Eck to approve.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

1. To approve the request by Department of Public Works to approve and submit to WDNR the annual electronic Compliance Maintenance Annual Report (eCMAR) and Resolution approving the WNDR NR 208 – Compliance Maintenance Annual Report.

2. To approve the request by Department of Public Works to approve Offering Price Reports for the Manitowoc Road Sidewalk project.

3. To approve the request by Department of Public Works to award 2025 ROOT TREATMENT SERVICES contract to Duke's Root Control, Inc. in the amount of \$67,931.15.
4. To approve the request by Department of Public Works to approve the award of contract PARKS 4-25 (EAST RIVER TRAIL-MAIN STREET) to Highway Landscapers, Inc. in the amount of \$578,373.00.
5. To approve the request by Department of Public Works to approve the award of contract CITY HALL 1-25 THIRD FLOOR LIGHTING to Frank O. Zeise Construction Co., Inc. in the amount of \$348,209.00.
6. To approve the request by Department of Public Works to approve the award of contract BRIDGE 2-25 MAIN STREET BRIDGE B-5-311 (HYDRAULIC REHABILITATION PHASE 3) to Lunda Construction Company in the amount of \$675,468.00.
7. To approve the request by Department of Public Works to award contract BRIDGE 3-25 (BRIDGE MAINTENANCE & CONCRETE REPAIRS) at a staff level and report the award at the July 9, 2025 Improvement & Services Committee meeting.
8. To receive and place on file the report of actions taken by the Department of Public Works.
 - I. Granting of Licenses
 - A. Sidewalk Builder
 - a. American Custom Concrete, LLC
 - b. Naps Flatwork & Construction
 - c. Total Construction (Joe Mains Concrete)
9. To approve the request by Department of Public Works to award PAVEMENT 1-25 CASS

STREET RECONSTRUCTION to Peters Concrete Company in the amount of \$258,866.64.

L. REPORT OF THE PROTECTION & POLICY COMMITTEE.

Moved by Ald. Craig Stevens, seconded by Ald. Alyssa Proffitt to approve.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

Moved by Ald. Brian Johnson, seconded by Ald. Ben Delie to reconsider.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

Moved by Ald. Brian Johnson, seconded by Ald. Bill Galvin to approve, except 6.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

1. To hold, until the June 16, 2025 Protection and Policy meeting, an appeal by Natasha Matson regarding the denial of her excess animal permit application.
2. To approve a limited expansion of licensed premises for Cock & Bull at 1237 Main St described as "back parking lot. fence" for the following date: August 16, 2025.
3. To approve a limited expansion of licensed premises for Rosatis Pizza at 745 Huron Rd described as "tent on the outside area on the side of the building for extra standing room" for the following date: June 28, 2025.
4. To approve the listed renewal alcohol beverage license applications, pending the approval of proper authorities (see attached).
5. To approve 2025-26 Massage Establishment License renewal for 1011 Spence Street, Riverfire Massage Therapy.

6. 2025-26 Massage Establishment License renewal at 1315 W Mason, Ping Health Center (no recommendation from Committee, 2-2 vote).

Moved by Ald. Alyssa Proffitt, seconded by Ald. Craig Stevens to approve.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

7. To approve a 2025-26 Massage Establishment License renewal for 321 St. George, Exhilarations Plus.
8. To approve a 2025-26 Massage Establishment License renewal for 321 St. George, Integrative Therapeutic Massage.
9. To approve a 2025-26 Massage Establishment License renewal for 810 S Maple, Power Massage by Hope.
10. To approve a 2025-26 Massage Establishment License renewal at 1566 W Mason, Inga's Swedish Massage.
11. To approve a 2025-26 Massage Establishment License renewal at 825 S Huron Rd., Laloo Aesthetics (Elite Spa).
12. To approve updates to the professional services contract with E-Plan Exam including coinciding updates needed to Green Bay's Municipal ordinances.

13. To approve G.O. 12-25 relating to Commercial Building Inspection Authority.

14. To approve G.O. 15-25 relating to License applications.

M. REPORT OF THE GREEN BAY POLICE DEPARTMENT GRANTING OPERATOR LICENSES.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Craig Stevens to approve.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

1. Report of the Green Bay Police Department granting Operator Licenses

N. REPORT OF THE GREEN BAY POLICE DEPARTMENT RECOMMENDING MASSAGE ESTABLISHMENT LICENSE NONRENEWAL NOTICES

Moved by Ald. Melinda Eck, seconded by Ald. Craig Stevens to approve.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

1. To deny a 2025-2026 Massage Establishment License renewal for 842 S. Military Avenue, VIP Spa.
2. To deny a 2025-2026 Massage Establishment License renewal for 131 S. Military Avenue #109, Seven Day Spa.
3. To deny a 2025-2026 Massage Establishment License renewal for 1235 S. Military Avenue, East Spa.

4. To deny a 2025-2026 Massage Establishment License renewal for 1740 E. Mason Street, Moonlight Spa.
5. To deny a 2025-2026 Massage Establishment License renewal for 1639 Deckner Avenue, Cherry Spa.
6. To deny a 2025-2026 Massage Establishment License renewal for 2685 W. Mason Street, Green Bay Spa.
7. To deny a 2025-2026 Massage Establishment License renewal for 503 S. Military Avenue, Sunrise Spa.

O. REPORT OF THE CLERK RECOMMENDING ALCOHOL LICENSE NONRENEWAL NOTICES

- I. To deny a 2025-2026 Liquor License renewal for 231 N. Broadway, Stage I.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Brian Johnson to open the floor.
Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

Alexander Graziano, 231 N Broadway
Pierre Ashley, 1345 McCormick
Caleb Robinson, 1308 Western Ave
Damien Dorn, 1097 Roscoe St
Robert Graziano, Muskeo, WI

Moved by Ald. Brian Johnson, seconded by Ald. Ben Delie to close the floor.
Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

Moved by Ald. Jim Hutchison, seconded by Ald. William Morgan to approve the recommendation for non-renewal.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

2. To deny a 2025-26 Liquor License renewal for 700 Bodart St., Jam Rock.

Moved by Ald. Brian Johnson, seconded by Ald. Bill Galvin to open the floor.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

Ricardo Neil, 700 Bodart St

Moved by Ald. Brian Johnson, seconded by Ald. Bill Galvin to close the floor.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

Moved by Ald. Brian Johnson, seconded by Ald. Joey Prestley to approve the renewal.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, Bill Galvin, Craig Stevens, Joey Prestley, Brian Johnson, Ben Delie, Kathy Hinkfuss, No-William Morgan, Alyssa Proffitt, Melinda Eck, Abstain-None.

P. REPORT OF THE FINANCE COMMITTEE (JUNE 3, 2025).

Moved by Ald. Alyssa Proffitt, seconded by Ald. Ben Delie to approve.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

1. To update the City of Green Bay Debt Policy.
2. To accept the State of Wisconsin DNR Recycling Grant 2025 award of \$433,631.93.

Q. REPORT OF THE PARK COMMITTEE (JUNE 4, 2025).

Moved by Ald. Ben Delie, seconded by Ald. Melinda Eck to approve, with Ald. Morgan abstaining from item Q.I.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

1. To approve the donation of batting cages at the Joannes Baseball Stadium by the Green Bay Blue Ribbons.
2. To approve the donation of two scoreboards at East River Optimist Park by the Green Bay Optimist Club.
3. To approve the donation of exercise equipment at Fireman's Park by the Fireman's Park Neighborhood Association.
4. To approve the Joannes Aquatic Center Masterplan and Phasing Plan as presented by staff.

R. REPORT OF THE PERSONNEL COMMITTEE (JUNE 3, 2025).

Moved by Ald. Alyssa Proffitt, seconded by Ald. Ben Delie to approve.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

1. To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Plumbing & HVAC Inspector
 - b. Truck Driver
2. To approve the request to reclassify (1) full-time Administrative Clerk II position to a part-time .75 position and reclassify one (1) part-time .50 position to a .75 position and fill this vacancy due to a retirement at the end of June, 2025.

3. To proceed as directed on the Common Council vacancy application process and requirements for applicants before Common Council appointment.
4. To refer to staff regarding the Mayor salary for the next term beginning in 2027.
5. To approve the 2025 City of Green Bay and City of Green Bay International Brotherhood of Electrical Workers Local No.158 labor agreement.

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.

6. To approve the 2025 City of Green Bay and City of Green Bay Department of Public Works Labor Association labor agreement.

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.

S. REPORT OF THE TRAFFIC, BICYCLE, AND PEDESTRIAN COMMISSION (MAY 19 2025).

Moved by Ald. Craig Stevens, seconded by Ald. Alyssa Proffitt to approve.
Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

1. Election of Vice Chair Stephen Larsen.
2. To receive and place on file the April 2025 report by the Police Department on the monthly Traffic Enforcement Unit Traffic Safety Plan.

3. To receive and place on file the report by the Police Department of the 2025 1st quarter serious injury and fatal crashes.
4. To refer to staff for study the possibility to add drive lines and bike lanes on Basten Street from Clement Street to North Danz Avenue.
5. To receive and place on file the request by David Olejniczak to review the intersection of South Henry Street and Melon Avenue for the City to possibly install a four-way stop at this location.
6. To approve the request by Traffic Division to remove the parking restriction (NO PARKING DURING SOCCER GAME) on the north side of 7th Street from Chantel Street to Downer Street.
7. To approve the request by Traffic Division to modify the existing parking restrictions on the south side of School Place north of South Oakland Avenue adjacent to Seymour Park.

T. REPORT OF THE SUSTAINABILITY COMMISSION (MAY 21, 2025).

Moved by Ald. Alyssa Proffitt, seconded by Ald. Ben Delie to approve.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

1. To receive and place on file the City Sustainability & Resiliency Initiatives Memo.
2. To receive and place on file the Healthy Habitat for All Work Group report.

3. To receive and place on file the Clean Energy Work Group report.
4. To receive and place on file the Staff Report for activities during the month of April.

U. INFORMATIONAL.

1. May Municipal Court Report

V. RESOLUTIONS.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Joey Prestley to suspend the rules and take up 1 and 3.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Ben Delie to adopt.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

1. Resolution drawing final orders to contractors for June 10, 2025.
2. Resolution authorizing a Conditional Use Permit (CUP) at the 2800 Block Humboldt Road (Parcel 21-5668) (ZP 25-13). **[This petition has been withdrawn by the applicant]**
3. Resolution approving the WDNR NR 208 - Compliance Maintenance Annual Report .

W. ORDINANCES - FIRST READING.

Moved by Ald. Brian Johnson, seconded by Ald. Joey Prestley to advance item I.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

1. G.O. 12-25

An ordinance relating to Commercial Building Inspection Authority.

2. G.O. 15-25

An ordinance relating to License applications.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Brian Johnson to suspend the rules and take up the ordinance with a first and final reading.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Bill Galvin to adopt.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

X. COMMITTEE OF THE WHOLE

Moved by Ald. Brian Johnson, seconded by Ald. Ben Delie to approve, subject to final attorney review.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

1. Consideration with possible action on the Memorandum of Understanding with C. Reiss Terminals, LLC for the relocation of the coal piles and redevelopment of the Mason Street site. (Updated and Edited from March 4, 2025 approved MOU)

Y. PRESENTATIONS BY INTERESTED PERSONS TO FILL ALDER VACANCY, DISTRICT 8.

Moved by Ald. Brian Johnson, seconded by Ald. Melinda Eck to ask additional questions, randomly.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

1. Jim Ridderbush, 1054 6th St.
2. Mark Anderson, 1063 Shadow Ln.
3. Megan Borchardt, 1146 9th St.

Z. APPOINTMENT OF ALDER TO FILL VACANCY IN DISTRICT 8.

Moved by Ald. Brian Johnson, seconded by Ald. Bill Galvin to use ranked choice voting for the appointment.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, No-None, Abstain-None.

Mr. Ridderbush was the winner with 6 "I" votes. Mr. Anderson earned 5 "I" votes and Ms. Borchardt earned 0 "I" votes.

AA. OATH OF OFFICE

The oath of office was given to Mr. James Ridderbush.

BB. REFERRAL OF PETITIONS & COMMUNICATIONS.

None were offered.

CC. ADJOURNMENT.

Moved by Ald. Jim Ridderbush, seconded by Ald. Proffitt to approve.

Motion Passed.

Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss,
No-None, Abstain-None.



Report to the Green Bay Plan Commission

MEETING DATE

June 24, 2025

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # J.I

Public Hearing on 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.

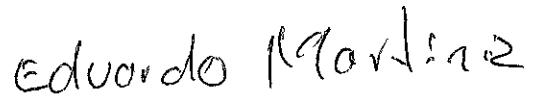
We would like this Alley closed and turned it over to us for use as a common driveway. That would begin at our property line east to Broadway. Parcels #5-73 & #5-72. This alley has had little use other than our properties and #5-76 which is now owned by the shelter. There is also a safety factor of entering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

Thank you for considering our request.

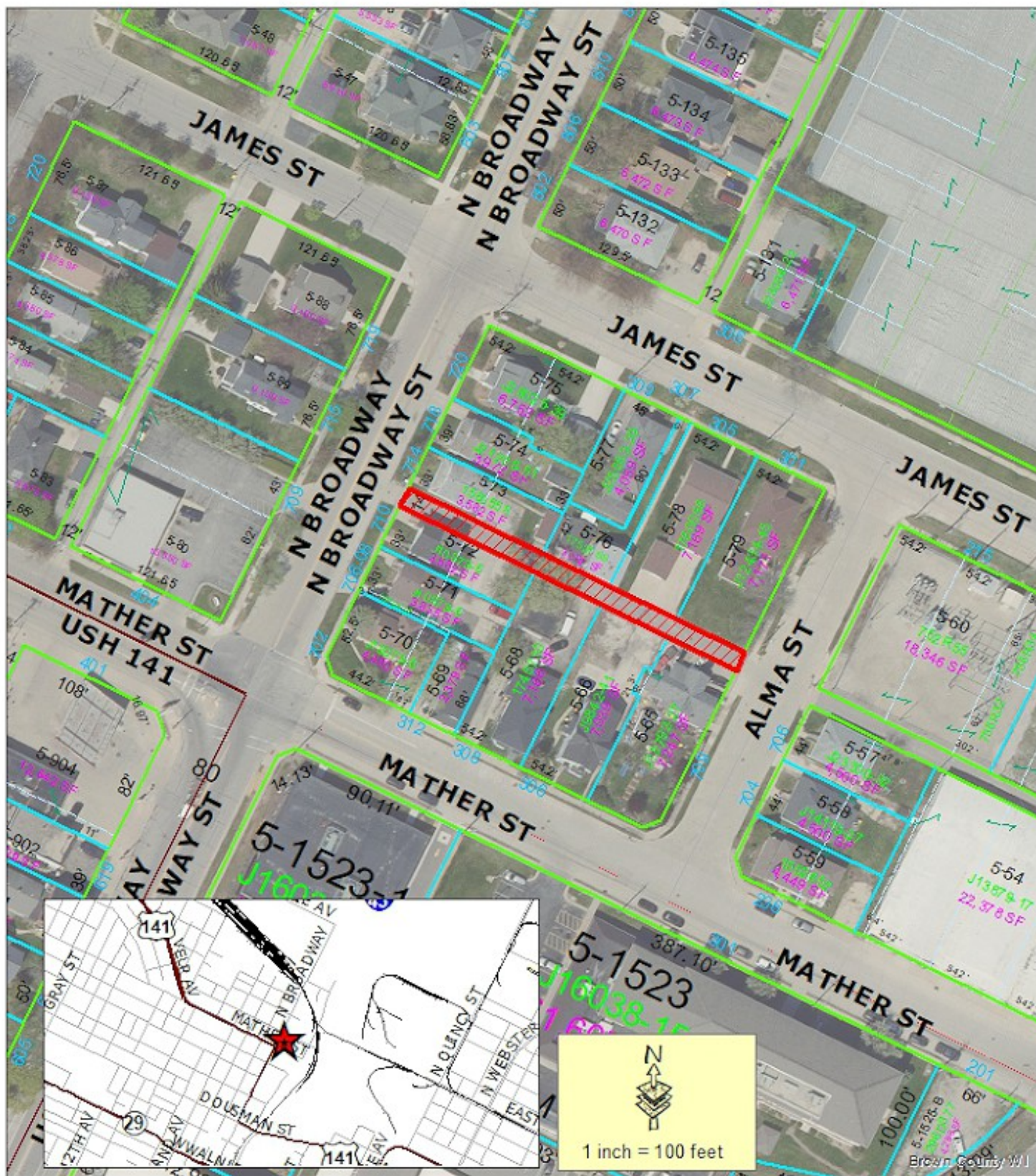

Gregory J Krumholz

Owner 714 N Broadway

920-200-2844


Eduardo S Martinez

owner 710 N Broadway





Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

June 24, 2025

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # K.I

To adopt a Creation Resolution to establish Tax Incremental District No. 30 (TID 30): US Bank Conversion and adopt the Project Plan. (RDA Meeting June 10, 2025).

BACKGROUND

TID 30: US Bank Conversion is a proposed rehabilitation and conservation district comprising approximately 1.35 acres located at 425 Pine Street in Downtown Green Bay. TID 30 will be classified as a rehabilitation and conservation district based on the identification and classification of the property proposed to be included within the TID. The creation of the district is proposed to pay the costs of development incentives needed to support the planned residential conversion of the US Bank building to be undertaken by Living Downtown LLC.

Eligible project costs include development incentives, land acquisition, site preparation activities, utility and infrastructure improvements, street and streetscape improvements, and administration. Proposed costs include projects within the proposed boundary and within a one-half (1/2) mile radius of the proposed boundary of the TID.

In accordance with the Comprehensive Plan, the City of Green Bay ("City") and Redevelopment Authority of the City of Green Bay ("RDA") seek to create a more safe, productive, accessible, and innovative community in order to generate economic activity and tax base. The City and RDA have concluded that the property located at 425 Pine Street is not attaining its highest and best land use based on the Comprehensive Plan. But for the creation of TID 30, the future land use identified in the Comprehensive Plan would not occur in the manner desired by the City and RDA.

RECOMMENDATION

Recommend the RDA and the Common Council adopt a Creation Resolution to establish Tax Incremental District No. 30 (TID 30): US Bank Conversion and adopt the Project Plan.

FISCAL IMPACT

A fiscal impact analysis has been included as part of the draft Project Plan and will be discussed at the meeting.

ATTACHMENTS

1. RDA Resolution 25-06 TID 30 Creation
2. TID30 - Boundary
3. FINAL TID 30 Project Plan 06.18.25

RESOLUTION 25-06

RESOLUTION ESTABLISHING THE BOUNDARIES OF AND APPROVING THE PROJECT PLAN FOR TAX INCREMENTAL DISTRICT NO. 30

WHEREAS, the City of Green Bay (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 30 (the "District") is proposed to be created by the City in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f) l.k. and 66.1105(2)(f) l.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Brown County, the Green Bay Area Public School District and the Northeast Wisconsin Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the owners of all property in the proposed District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the RDA, on June 10, 2025 held a public hearing concerning the proposed creation of the District, its proposed boundaries and its proposed Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

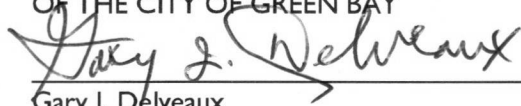
NOW, THEREFORE, BE IT RESOLVED by the RDA of the City of Green Bay that:

1. It recommends to the Common Council that Tax Incremental District No. 30 be created with boundaries as designated in Exhibit A of this Resolution.
2. It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the Common Council.
3. Creation of the District promotes orderly development in the City.

Adopted 6-10-25

Approved 6-10-25

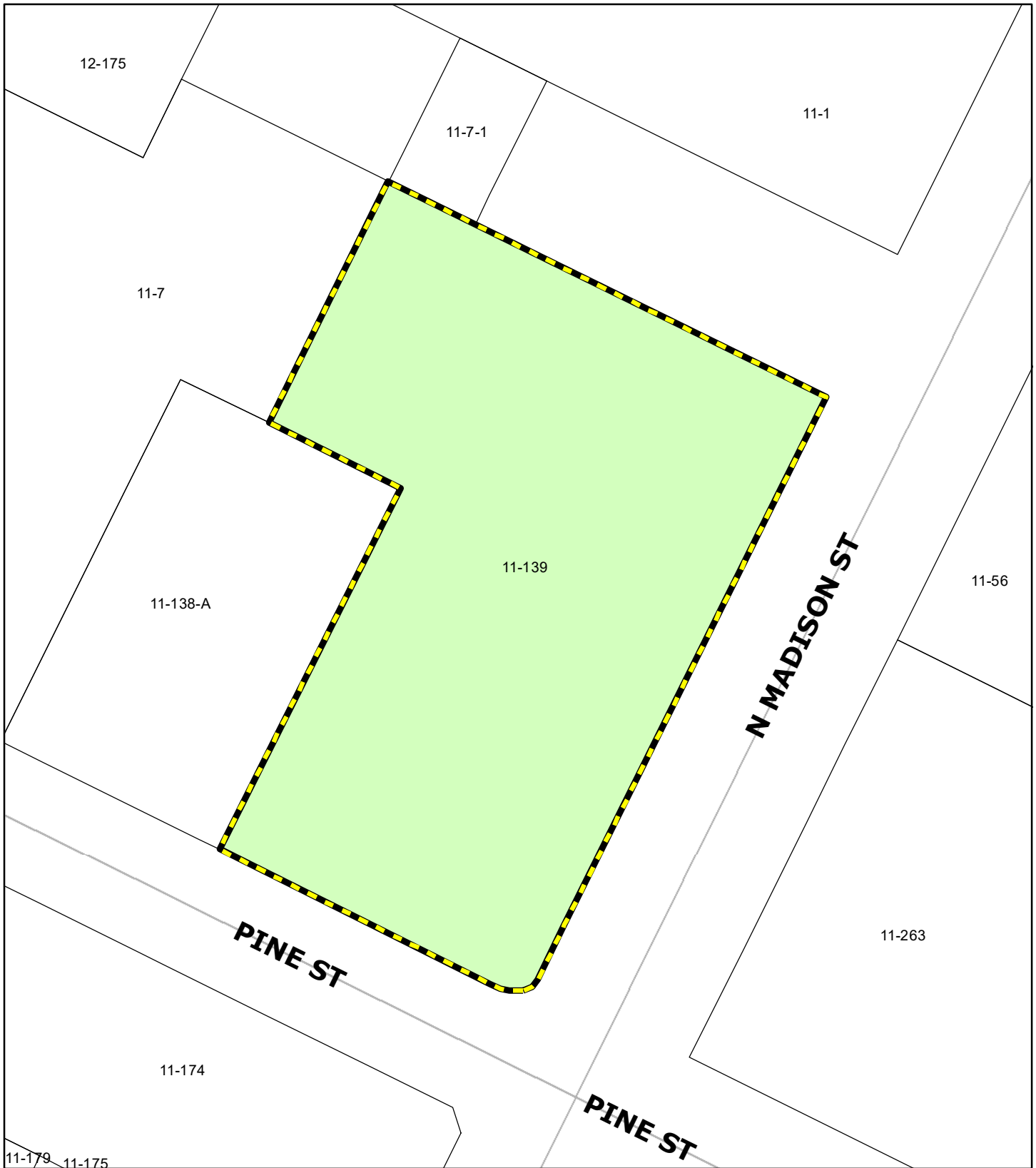
REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY



Gary J. Delveaux
Redevelopment Authority, Chair



Cheryl Renier-Wigg
Redevelopment Authority, Secretary



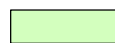
TID 30

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 12 May 2025 X:\Planning\Work Order Requests\2025\25.03 TID\TID 30\TID5 - Boundary.mxd

0 15 30 60 Feet



TID Boundary



TID Parcel

June 24, 2025

PROJECT PLAN

City of Green Bay, Wisconsin

Tax Incremental District No. 30

US Bank Conversion



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	June 10 th , 2025
Public Hearing Held:	June 10 th , 2025
Consideration by Redevelopment Authority:	June 10 th , 2025
Adoption by Common Council:	June 24 th , 2025
Approval by the Joint Review Board:	Scheduled for TBD

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SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 30 (“District”) is a proposed In Need of Rehabilitation or Conservation District comprising approximately 1.35 acres located in downtown Green Bay. The District will be created to pay the costs of development incentives needed to support the planned residential conversion of the former US Bank tower (the “Project”) to be undertaken by Living Downtown LLC (the “Developer”). In addition to the incremental property value that will be created, the City expects construction-related job creation related to housing development, additional employment opportunities for commercial jobs post-construction, increased property values, increased income and sales tax collection, increased commercial activity, and other economic benefits from the purchase of goods and services related to the construction and operation of the Project.

AUTHORITY

The City is creating the District under the provisions of Wis. Stat. § 66.1105.

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The City anticipates making total expenditures of approximately \$7.46 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$7.00 million in Pay As You Go (“PAYGO”) developer incentives and \$464 thousand in ongoing planning and administrative costs.

INCREMENTAL VALUATION

The City projects that new land and improvements value of approximately \$8.44 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within its allowable 27 years.

SUMMARY OF FINDINGS

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

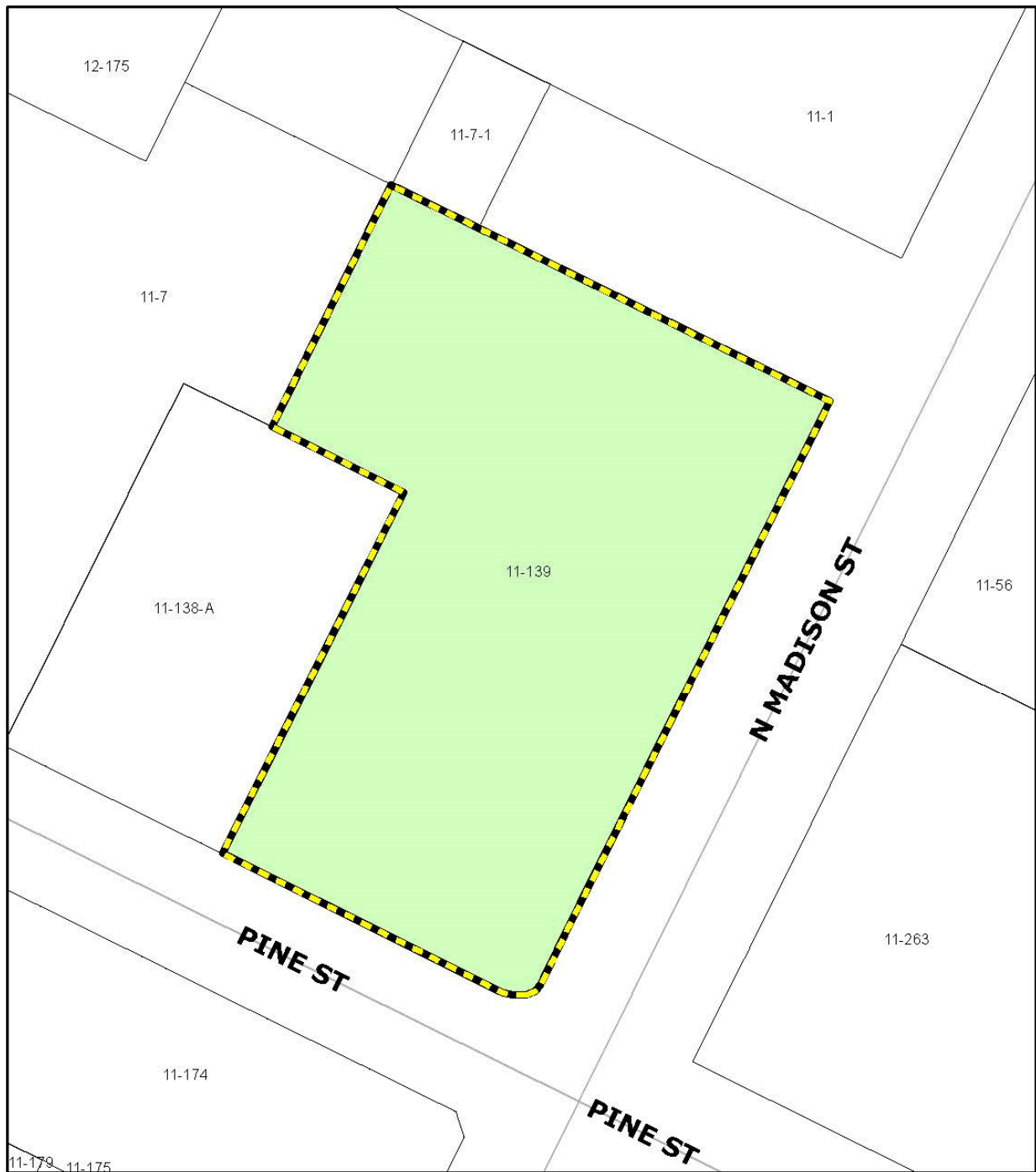
1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. The Developer will incur costs to redevelop the property within the District that are not expected to be fully recovered through sale or rent while also generating market-appropriate investor returns. The City has evaluated a request from the Developer for Tax Incremental Financing (“TIF”) assistance and confirmed that the public investment is necessary, and that “but for” that investment, the related redevelopment will not occur. The development incentives included in this Plan are based on the approved Development Agreement 24-06 which prescribed the incentive would be provided on a PAYGO basis. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.
2. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
3. Not less than 50% by area of the real property within the District is in need of rehabilitation or conservation work as defined by Wis. Stat. § 66.1337(2m)(a).
4. Based on the foregoing finding, the District is designated as a district in need of rehabilitation or conservation.
5. The Project Costs relate directly to the rehabilitation or conservation of property and improvements in the District, consistent with the purpose for which the District is created.
6. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.

7. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
8. The City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
9. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
10. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

SECTION 2:

Preliminary Map of Proposed District Boundary

Map Found on Following Page.



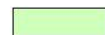
TID 30

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0 15 30 60 Feet



TID Boundary

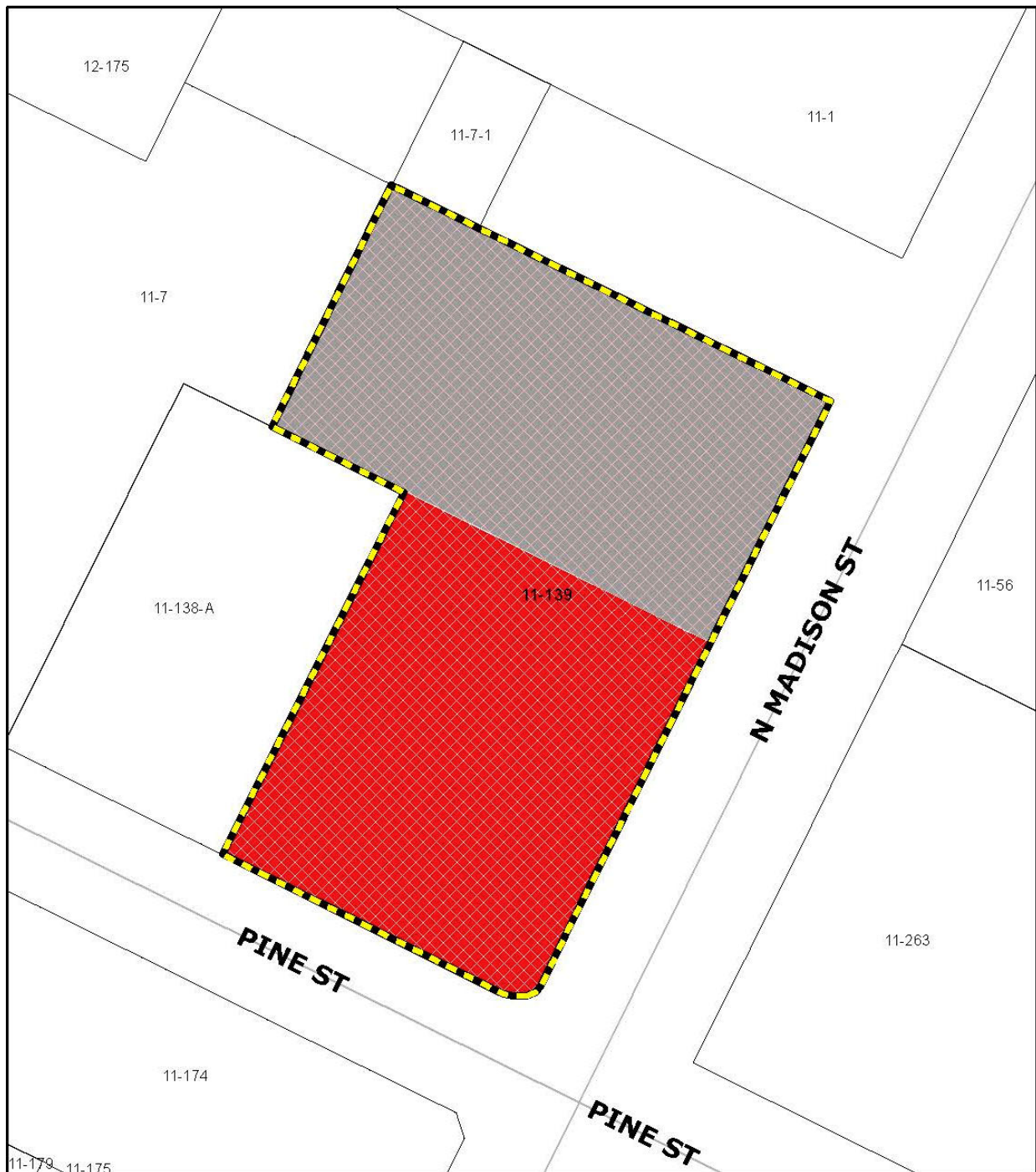


TID Parcel

SECTION 3:

Map Showing Existing Uses and Conditions

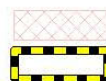
Map Found on Following Page.



TID 30

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0 15 30 60 Feet



Rehabilitation Needed

TID Boundary

Existing Commercial

Existing Public Parking

SECTION 4:

Preliminary Parcel List and Analysis

The District will consist of a single parcel as identified in the below tables:

Parcel Data

Parcel Number	Address	Owner	Acres	Designated Acres	Rehab/ Conservation Condition
				Rehab/ Conservation	
11-139	425 Pine St	Living Downtown LLC	1.35	1.35	Condition 4
TOTALS			1.35	1.35	

Percentage of TID Area Designated as in Need of Rehabilitation or Conservation (at least 50%)

100%

Percentage of TID Area Not Designated as in Need of Rehabilitation

0%

The parcel will be rehabilitated in accordance with the objectives of the urban renewal project and will include undertakings and activities for the prevention of the development of blighted, deteriorated or deteriorating areas, thereby qualifying the parcel as in need of rehabilitation or conservation.

Calculation of Estimated Base Value¹

Parcel	Assessed Value			Equalized Value ²		
	Land	Improvement	Total	Land	Improvement	Total
11-139	595,600	2,265,900	2,861,500	745,900	2,837,700	3,583,600
TOTALS	595,600	2,265,900	2,861,500	745,900	2,837,700	3,583,600

1) Estimated based on values as of January 1, 2024. Actual base value will be as of January 1, 2025.

2) Calculation based on aggregate assessment ratio of 79.85%.

SECTION 5: Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

Calculation of City Equalized Value Limit

City TID IN Equalized Value (Jan. 1, 2024)	\$	10,834,009,900
TID Valuation Limit @ 12% of Above Value	\$	1,300,081,188

Calculation of Value Subject to Limit

Estimated Base Value of Territory to be Included in District	\$	3,583,600
Incremental Value of Existing Districts (Jan. 1, 2024)	\$	771,458,500
Total Value Subject to 12% Valuation Limit	\$	775,042,100
Total Percentage of TID IN Equalized Value		7.15%
Residual Value Capacity of TID IN Equalized Value	\$	525,039,088

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals \$775,042,100. This value is less than the maximum of \$1,300,081,188 in equalized value that is permitted for the City.

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as

defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion

of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Contribution to Redevelopment Authority (RDA)

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program (Development Incentives)

To encourage private development consistent with the objectives of this Plan, the City, through its RDA, may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

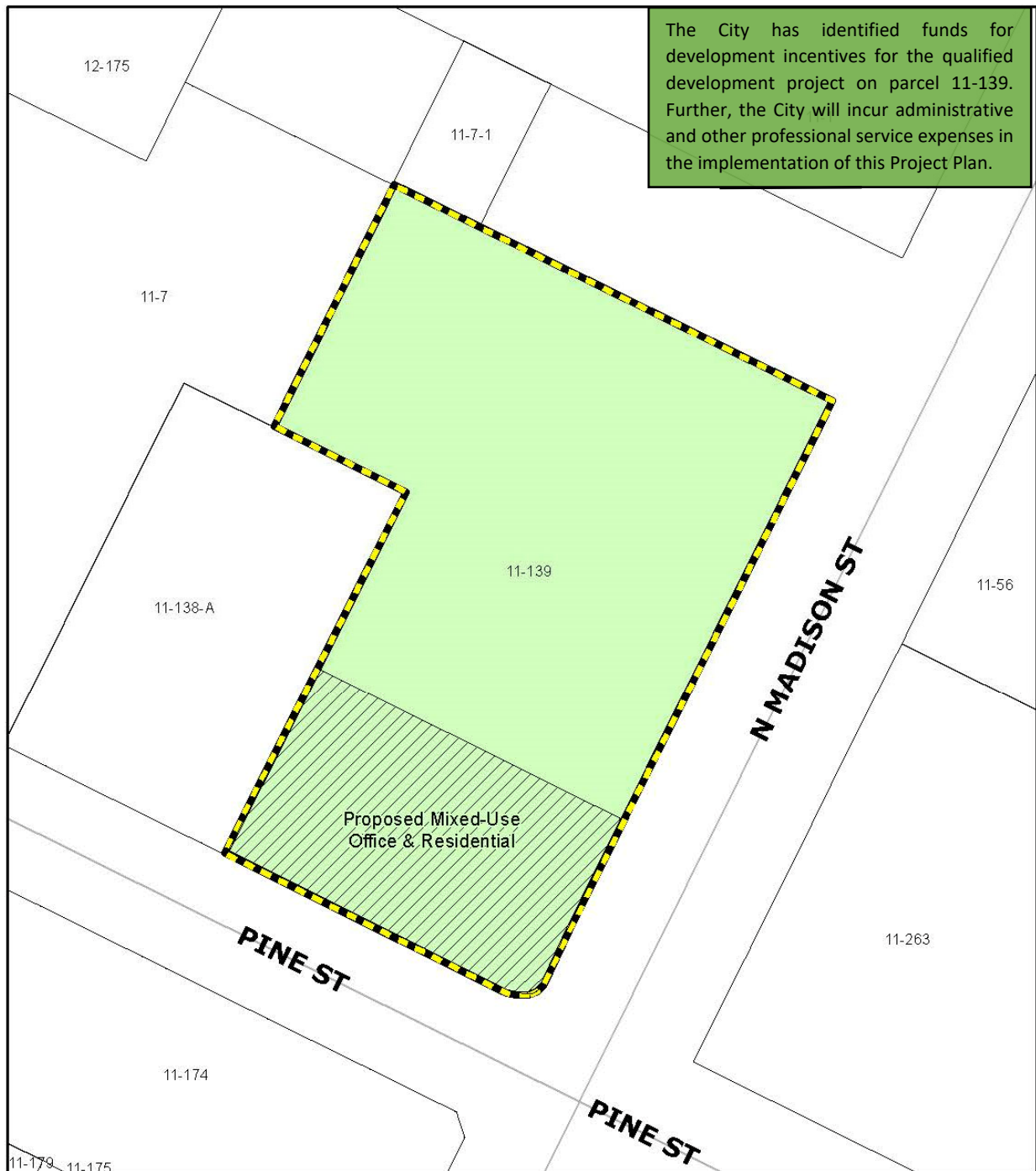
Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

SECTION 7:

Map Showing Proposed Improvements and Uses

Map Found on Following Page.



TID 30

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 12 May 2025 X:\Planning\Work Order Requests\2025\25.03 TID\TID 30\TID30 - Proposed.mxd

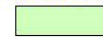
0 15 30 60 Feet



Proposed Mixed-Use



TID Boundary



TID 30 Parcel

SECTION 8:

Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

Project ID	Project Name/Type	Est. Cost		Totals	Est. Timing
		Phase I	Ongoing		
1	Pay As You Go ("PAYGO") Development Incentives ¹	7,000,000		7,000,000	2025-2053
2	Ongoing Planning & Administrative Costs		464,309	464,309	2025-2053
Total Projects		7,000,000	464,309	7,464,309	

Notes:

1) Represents the Tax Incentive Cap per Section III.C.2 of the revised Development Agreement 24-06.

SECTION 9:

Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

The Project Costs the City plans to make are expected to create \$8.44 million in incremental value by January 1, 2026. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$17.32 per thousand of equalized value decreases 0.50% annually and values increase 1.00% annually from economic appreciation, the Project would generate \$4.21 million in incremental tax revenue over the 27-year term of the District as shown in **Table 2**.

Table 1 – Development Assumptions

Construction Year		US Bank Residential Rehab ¹	Annual Total	Construction Year	
1	2025	8,439,500	8,439,500	2025	1
2	2026		0	2026	2
3	2027		0	2027	3
4	2028		0	2028	4
5	2029		0	2029	5
6	2030		0	2030	6
7	2031		0	2031	7
8	2032		0	2032	8
9	2033		0	2033	9
10	2034		0	2034	10
11	2035		0	2035	11
12	2036		0	2036	12
13	2037		0	2037	13
14	2038		0	2038	14
15	2039		0	2039	15
16	2040		0	2040	16
17	2041		0	2041	17
18	2042		0	2042	18
19	2043		0	2043	19
20	2044		0	2044	20
21	2045		0	2045	21
22	2046		0	2046	22
23	2047		0	2047	23
24	2048		0	2048	24
25	2049		0	2049	25
26	2050		0	2050	26
27	2051		0	2051	27
Totals		8,439,500	8,439,500		

Notes:

1) Development Agreement 24-06 estimated the assessed value of the property to be \$9,600,000 after completion. Represents the equalized value increase using the 2024 aggregate ratio of 79.85% and deducting the estimated base value of \$3,583,600.

Table 2 – Tax Increment Projection Worksheet

Type of District	Rehabilitation	Base Value	3,583,600
District Creation Date	June 24, 2025	Economic Change Factor	1.00%
Valuation Date	Jan 1, 2025	Apply to Base Value	
Max Life (Years)	27	Base Tax Rate	\$17.41
End of Expenditure Period	22 6/24/2047	Rate Adjustment Factor	-0.50%
Revenue Periods/Final Year	27 2053		
Extension Eligibility/Years	Yes 3		
Eligible Recipient District	Yes		

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate ¹	Tax Increment
1	2025	8,439,500	2026	0	8,439,500	2027	\$17.32	146,168
2	2026	0	2027	84,395	8,523,895	2028	\$17.23	146,891
3	2027	0	2028	85,239	8,609,134	2029	\$17.15	147,619
4	2028	0	2029	86,091	8,695,225	2030	\$17.06	148,349
5	2029	0	2030	86,952	8,782,178	2031	\$16.98	149,084
6	2030	0	2031	87,822	8,869,999	2032	\$16.89	149,822
7	2031	0	2032	88,700	8,958,699	2033	\$16.81	150,563
8	2032	0	2033	89,587	9,048,286	2034	\$16.72	151,308
9	2033	0	2034	90,483	9,138,769	2035	\$16.64	152,057
10	2034	0	2035	91,388	9,230,157	2036	\$16.56	152,810
11	2035	0	2036	92,302	9,322,458	2037	\$16.47	153,567
12	2036	0	2037	93,225	9,415,683	2038	\$16.39	154,327
13	2037	0	2038	94,157	9,509,840	2039	\$16.31	155,091
14	2038	0	2039	95,098	9,604,938	2040	\$16.23	155,858
15	2039	0	2040	96,049	9,700,988	2041	\$16.15	156,630
16	2040	0	2041	97,010	9,797,997	2042	\$16.07	157,405
17	2041	0	2042	97,980	9,895,977	2043	\$15.98	158,184
18	2042	0	2043	98,960	9,994,937	2044	\$15.90	158,967
19	2043	0	2044	99,949	10,094,887	2045	\$15.83	159,754
20	2044	0	2045	100,949	10,195,835	2046	\$15.75	160,545
21	2045	0	2046	101,958	10,297,794	2047	\$15.67	161,340
22	2046	0	2047	102,978	10,400,772	2048	\$15.59	162,138
23	2047	0	2048	104,008	10,504,779	2049	\$15.51	162,941
24	2048	0	2049	105,048	10,609,827	2050	\$15.43	163,747
25	2049	0	2050	106,098	10,715,926	2051	\$15.36	164,558
26	2050	0	2051	107,159	10,823,085	2052	\$15.28	165,373
27	2051	0	2052	108,231	10,931,316	2053	\$15.20	166,191
Totals		8,439,500		2,491,816		Future Value of Increment		4,211,288

Notes:

1) Tax rate shown is actual 2024/2025 rate per DOR Form PC-202 (Tax Increment Collection Worksheet).

Financing and Implementation

The District's primary expenditures will be development incentives. Incentives will be provided on a PAYGO basis from the tax increment generated by the Project and such incentives may be structured in one or more phases. PAYGO payments will be made from and strictly limited to the tax increments generated by the District. The PAYGO incentives are not considered City debt nor will the City appropriate funds to make PAYGO incentive payments from any other sources aside from the tax increment generated by the District.

The City will also incur certain costs to create and administer the District. Costs incurred by the City prior to availability of tax increments will be paid from other funds of the City to be reimbursed. Once tax increments are collected, these costs will be paid from annual District revenue.

Based on the Project Cost expenditures as included within the cash flow exhibit (**Table 3**), the District is projected to require use of its entire 27-year maximum life to pay all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 3 - Cash Flow

Year	Projected Revenues		Projected Expenditures			Balances			Year
	Tax Increments	Total Revenues	MRO #1 2025 Living Downtown LLC ¹ \$7,000,000	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative	Liabilities Outstanding	
2025		0		35,000	35,000	(35,000)	(35,000)	7,000,000	2025
2026		0		10,000	10,000	(10,000)	(45,000)	7,000,000	2026
2027	146,168	146,168	124,243	10,300	134,543	11,625	(33,375)	6,875,757	2027
2028	146,891	146,891	124,858	10,609	135,467	11,425	(21,950)	6,750,900	2028
2029	147,619	147,619	125,476	10,927	136,403	11,216	(10,735)	6,625,424	2029
2030	148,349	148,349	126,097	11,255	137,352	10,997	263	6,499,327	2030
2031	149,084	149,084	126,721	11,593	138,314	10,770	11,033	6,372,606	2031
2032	149,822	149,822	127,348	11,941	139,289	10,533	21,565	6,245,257	2032
2033	150,563	150,563	127,979	12,299	140,277	10,286	31,851	6,117,279	2033
2034	151,308	151,308	128,612	12,668	141,280	10,029	41,880	5,988,666	2034
2035	152,057	152,057	129,249	13,048	142,297	9,761	51,640	5,859,418	2035
2036	152,810	152,810	129,889	13,439	143,328	9,482	61,123	5,729,529	2036
2037	153,567	153,567	130,532	13,842	144,374	9,193	70,315	5,598,997	2037
2038	154,327	154,327	131,178	14,258	145,435	8,891	79,207	5,467,820	2038
2039	155,091	155,091	131,827	14,685	146,512	8,578	87,785	5,335,993	2039
2040	155,858	155,858	132,480	15,126	147,605	8,253	96,038	5,203,513	2040
2041	156,630	156,630	133,135	15,580	148,715	7,915	103,953	5,070,378	2041
2042	157,405	157,405	133,794	16,047	149,841	7,564	111,516	4,936,583	2042
2043	158,184	158,184	134,457	16,528	150,985	7,199	118,716	4,802,127	2043
2044	158,967	158,967	135,122	17,024	152,147	6,821	125,536	4,667,004	2044
2045	159,754	159,754	135,791	17,535	153,326	6,428	131,964	4,531,213	2045
2046	160,545	160,545	136,463	18,061	154,524	6,021	137,985	4,394,750	2046
2047	161,340	161,340	137,139	18,603	155,742	5,598	143,583	4,257,611	2047
2048	162,138	162,138	137,818	19,161	156,979	5,160	148,743	4,119,794	2048
2049	162,941	162,941	138,500	19,736	158,236	4,705	153,448	3,981,294	2049
2050	163,747	163,747	139,185	20,328	159,513	4,234	157,682	3,842,109	2050
2051	164,558	164,558	139,874	20,938	160,812	3,746	161,428	3,702,234	2051
2052	165,373	165,373	140,567	21,566	162,133	3,240	164,668	3,561,668	2052
2053	166,191	166,191	141,262	22,213	163,475	2,716	167,384	3,420,405	2053
Totals	4,211,288	4,211,288	3,579,595	464,309	4,043,904				Totals

Notes:

1) The Developer will receive 85% of the annual tax increment generated by the project up to a total incentive of \$7,000,000 per Development Agreement 24-06.

PROJECTED CLOSURE YEAR

LEGEND:
 CALLABLE MATURITIES
 END OF EXP. PERIOD

SECTION 10:

Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the property within the proposed District boundary was annexed during the past three years.

SECTION 11:

Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:

Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for Downtown land use which allows for and promotes high-intensity office, retail, housing, entertainment, convention and public land uses, preferably in mixed-use buildings with strong pedestrian orientations.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:

How Creation of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in its Plan will promote the orderly development of the City by rehabilitating and conserving property through the provision of appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Project will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as construction-related job creation, additional employment opportunities for commercial jobs post-construction, increased property values, increased income and sales tax collection, increased retail and commercial activity, and other economic benefits from the purchase of goods and services related to the construction and operation of the Project.

SECTION 15:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

SECTION 16:

Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)



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

Phone 920.448.3080
Fax 920.448.3081

June 18, 2025

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

RE: Project Plan for Tax Incremental District No. 30

Dear Mayor:

Wisconsin Stat. § 66.1105(4)(f), requires a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as plan completeness and compliance with state law.

I was asked to review the above-referenced project plan. Based upon my review, in my opinion, the Project Plan for the City of Green Bay Tax Incremental District No. 30 is complete and complies with Wisconsin Stat. § 66.1105.

Sincerely,

Lacey Cochart

Lacey Cochart (Jun 18, 2025 13:07 CDT)

Lacey Cochart
City Attorney

SECTION 17:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4. Allocation of future tax increments is based on the projections included in this Plan and assumes the same proportions as the actual breakdown of tax collections for the 2024/2025 levy year.

Revenue Year	Brown County	City of Green Bay	Green Bay Area School District	Northeast Wisconsin Tech. College	Total	Revenue Year
2027	22,757	54,464	64,219	4,728	146,168	2027
2028	22,869	54,733	64,537	4,752	146,891	2028
2029	22,982	55,004	64,857	4,775	147,619	2029
2030	23,096	55,276	65,178	4,799	148,349	2030
2031	23,211	55,550	65,500	4,823	149,084	2031
2032	23,325	55,825	65,825	4,847	149,822	2032
2033	23,441	56,101	66,150	4,871	150,563	2033
2034	23,557	56,379	66,478	4,895	151,308	2034
2035	23,674	56,658	66,807	4,919	152,057	2035
2036	23,791	56,938	67,138	4,943	152,810	2036
2037	23,908	57,220	67,470	4,968	153,567	2037
2038	24,027	57,504	67,804	4,992	154,327	2038
2039	24,146	57,788	68,140	5,017	155,091	2039
2040	24,265	58,074	68,477	5,042	155,858	2040
2041	24,385	58,362	68,816	5,067	156,630	2041
2042	24,506	58,651	69,156	5,092	157,405	2042
2043	24,627	58,941	69,499	5,117	158,184	2043
2044	24,749	59,233	69,843	5,143	158,967	2044
2045	24,872	59,526	70,189	5,168	159,754	2045
2046	24,995	59,821	70,536	5,194	160,545	2046
2047	25,119	60,117	70,885	5,219	161,340	2047
2048	25,243	60,414	71,236	5,245	162,138	2048
2049	25,368	60,713	71,589	5,271	162,941	2049
2050	25,494	61,014	71,943	5,297	163,747	2050
2051	25,620	61,316	72,299	5,323	164,558	2051
2052	25,747	61,619	72,657	5,350	165,373	2052
2053	25,874	61,924	73,017	5,376	166,191	2053
Totals	655,647	1,569,165	1,850,243	136,233	4,211,288	



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

June 24, 2025

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # K.2

To adopt a Creation Resolution to establish Tax Increment District Thirty-one (TID 31): One Astor and adopt the Project Plan. (RDA Meeting June 10, 2025).

BACKGROUND

TID 31: One Astor is a proposed blighted area district comprising approximately 5.57 acres located in the southern portion of Downtown Green Bay along South Adams Street and East Mason Street. TID 31 will be classified as a blighted area district based on the identification and classification of the properties proposed to be included within the TID. The creation of the district is proposed to pay the costs of development incentives needed to support an approximately 125-unit multifamily complex by One Astor Holdings LLC and the conversion of Fire Station 1 to a mixed-use building to include a restaurant and office space by MOWGS LLC.

Eligible project costs include development incentives, property acquisition, site preparation activities, utility and infrastructure improvements, street and streetscape improvements, and administration. Proposed costs include projects within the proposed boundary and within a one-half (1/2) mile radius of the proposed boundary of the TID.

In accordance with the Comprehensive Plan, the City of Green Bay ("City") and Redevelopment Authority of the City of Green Bay ("RDA") seek to create a more safe, productive, accessible, and innovative community in order to generate economic activity and tax base. The City and RDA have concluded that the properties are not attaining their highest and best land uses based on the Comprehensive Plan. But for the creation of TID 31, the future land uses identified in the Comprehensive Plan would not occur in the manner desired by the City and RDA.

RECOMMENDATION

Recommend the RDA and the Common Council adopt a Creation Resolution to establish Tax Increment District Thirty-one (TID 31): One Astor and adopt the Project Plan.

FISCAL IMPACT

A fiscal impact analysis has been included as part of the draft Project Plan and will be discussed at the meeting.

ATTACHMENTS

1. RDA Resolution 25-07 TID 31 Creation
2. TID31 - Boundary
3. FINAL TID 31 Project Plan 06.18.25

RESOLUTION 25-07

RESOLUTION ESTABLISHING THE BOUNDARIES OF AND APPROVING THE PROJECT PLAN FOR TAX INCREMENTAL DISTRICT NO. 31

WHEREAS, the City of Green Bay (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 31 (the "District") is proposed to be created by the City in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Brown County, the Green Bay Area Public School District and the Northeast Wisconsin Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the owners of all property in the proposed District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the RDA, on June 10, 2025 held a public hearing concerning the proposed creation of the District, its proposed boundaries and its proposed Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

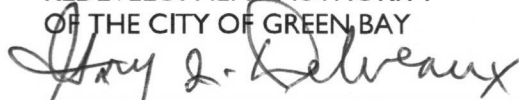
NOW, THEREFORE, BE IT RESOLVED by the RDA of the City of Green Bay that:

1. It recommends to the Common Council that Tax Incremental District No. 31 be created with boundaries as designated in Exhibit A of this Resolution.
2. It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the Common Council.
3. Creation of the District promotes orderly development in the City.

Adopted 6-10-25

Approved 6-10-25

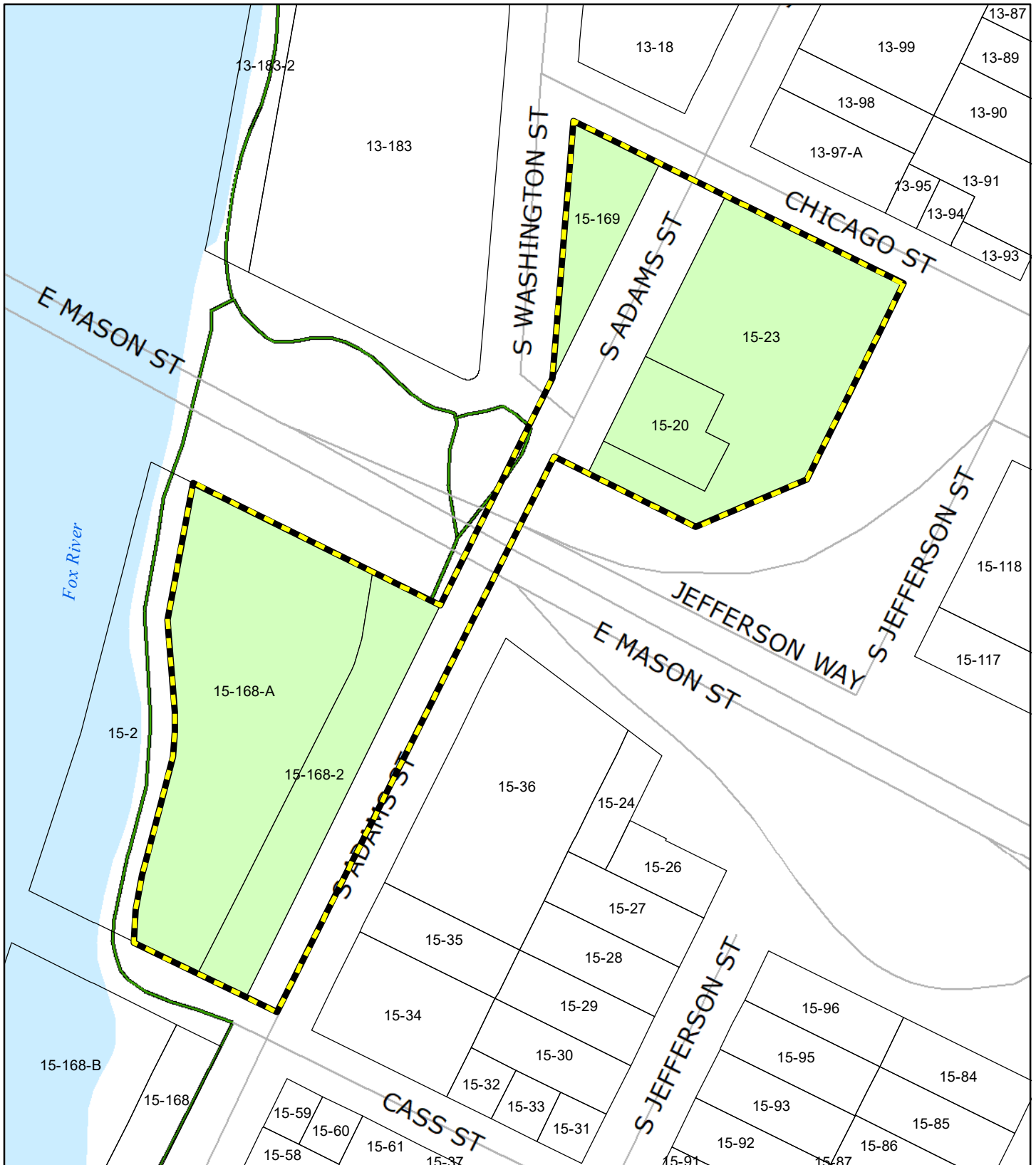
REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY



Gary J. Delveaux
Redevelopment Authority, Chair



Cheryl Renier-Wigg
Redevelopment Authority, Secretary

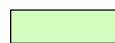


TID 31

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 12 May 2025 X:\Planning\Work Order Requests\2025\25.03 TID\TID 31\TID31 - Boundary.mxd



TID Boundary



TID Parcel



June 24, 2025

PROJECT PLAN

City of Green Bay, Wisconsin

Tax Incremental District No. 31

One Astor



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	June 10 th , 2025
Public Hearing Held:	June 10 th , 2025
Consideration by Redevelopment Authority:	June 10 th , 2025
Adoption by Common Council:	June 24 th , 2025
Approval by the Joint Review Board:	Scheduled for TBD

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SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 31 (“District”) is a proposed Blighted Area District comprising approximately 5.57 acres located in the southern portion of downtown Green Bay. The District will be created to pay the costs of development incentives needed to support an approximately 125 unit apartment complex by One Astor Holdings, LLC, and the conversion of Fire Station 1 to a mixed-use building to include a restaurant and office space (collectively, the “Projects”) by MOWGS LLC (One Astor Holdings, LLC and MOWGS LLC collectively referred to as the “Developers”). In addition to the incremental property value that will be created, the City expects construction-related job creation, additional employment opportunities for commercial jobs post-construction, increased property values, increased income and sales tax collection, increased retail and commercial activity, and other economic benefits from the purchase of goods and services related to the construction and operation of the Projects.

AUTHORITY

The City is creating the District under the provisions of Wis. Stat. § 66.1105.

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The City anticipates making total expenditures of approximately \$5.69 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$5.22 million in Pay As You Go (“PAYGO”) developer incentives and \$464 thousand in ongoing planning and administrative costs.

INCREMENTAL VALUATION

The City projects that new land and improvements value of approximately \$20.41 million will result from the Projects. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within 18 of its allowable 27 years.

SUMMARY OF FINDINGS

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. The Developers will incur costs to develop and redevelop the properties within the District which are not expected to be fully recovered through sale or rent while also generating market-appropriate investor returns. The City will evaluate requests from the Developers for Tax Incremental Financing (“TIF”) assistance and confirm that the public investment is necessary, and that “but for” that investment, the related development will not occur at all, in the same timeframe, or at the same level of investment. The development incentives included in this Plan are based on the approved Development Agreement 2025-03 and high level projections for the MOWGS LLC project. Both Projects are intended to be supported on a PAYGO basis. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.
2. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Projects would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Projects.
3. Not less than 50% by area of the real property within the District is a blighted area as defined by Wis. Stat. § 66.1105(2)(ae)1.
4. Based on the foregoing finding, the District is designated as a blighted area district.
5. The Project Costs relate directly to the elimination of blight in the District, consistent with the purpose for which the District is created.
6. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.

7. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
8. The City estimates that 7% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
9. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
10. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

SECTION 2:

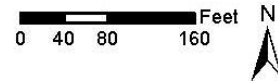
Preliminary Map of Proposed District Boundary

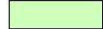
Map Found on Following Page.



TID 31

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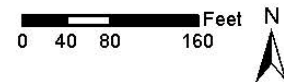
-  TID Boundary
-  TID Parcel

Parcel Layout as of January 1, 2025



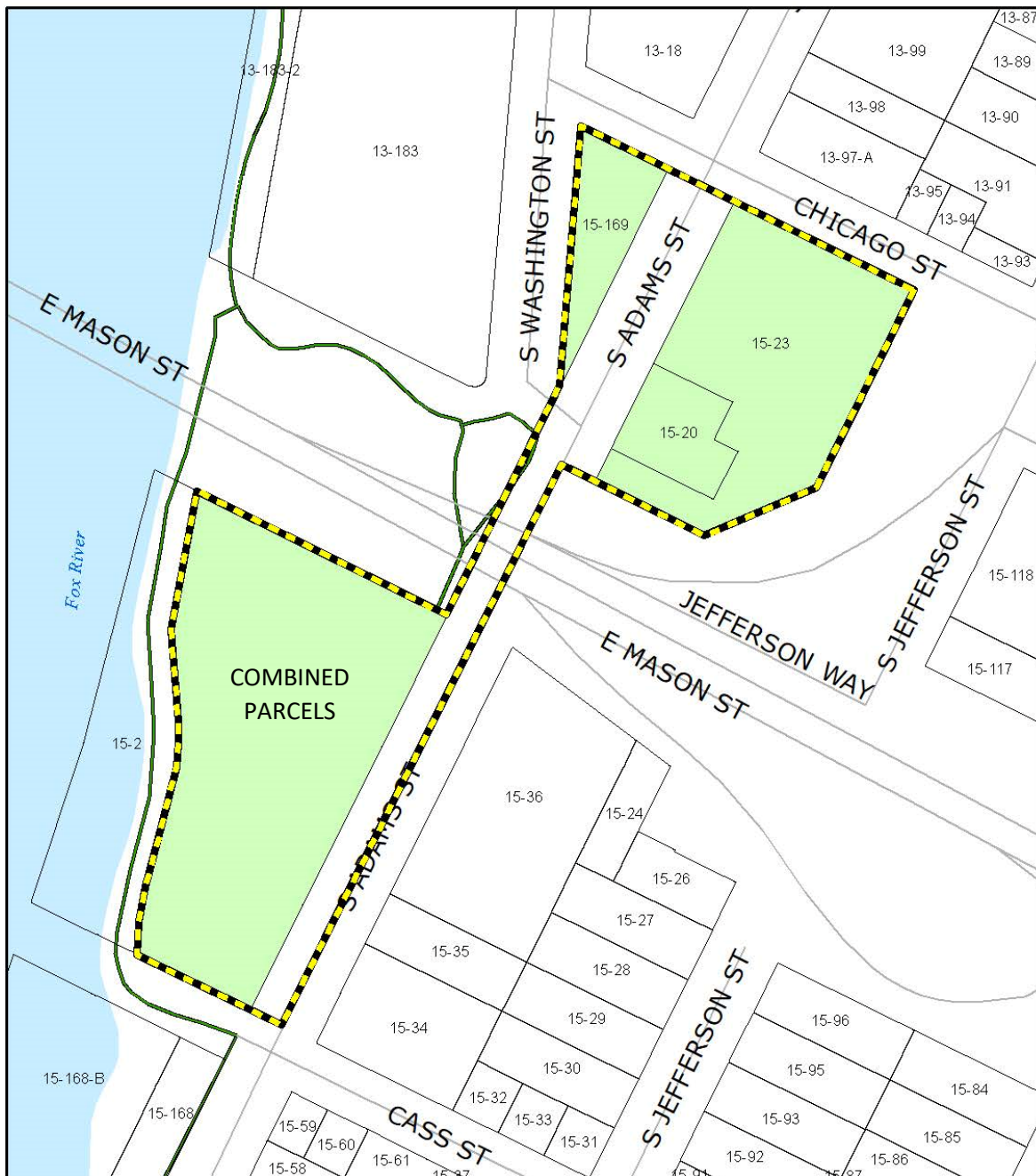
TID 31

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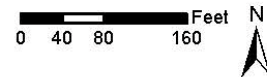
-  TID Boundary
-  TID Parcel

Parcel Layout as of January 1, 2026



TID 31

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TID Boundary



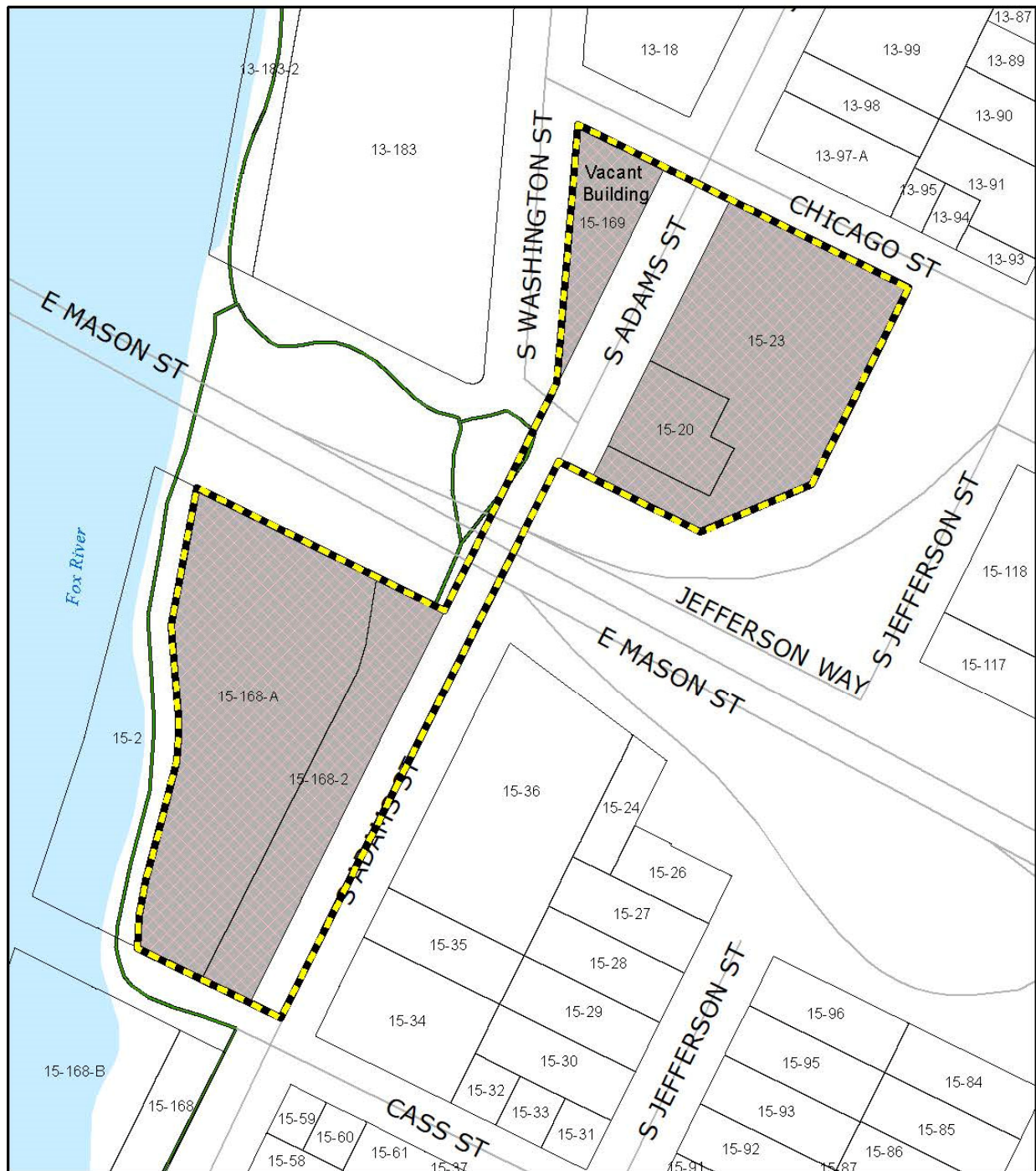
TID Parcel

*The identified parcel represents the combination of parcels 15-168-A and 15-168-2 by Certified Survey Map. The new parcel number is not yet assigned.

SECTION 3:

Map Showing Existing Uses and Conditions

Map Found on Following Page.





TID 31

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Feet

0 40 80 160

TID Boundary

Vacant or Undeveloped Land

N



SECTION 4:

Preliminary Parcel List and Analysis

The District will consist of the parcels identified in the below tables:

Parcel Data

Parcel Number	Address	Owner	Acres	Designated Acres	Blighted Condition
				Blighted	
ROW Areas			1.25		
15-168-A	100 E. Mason St.	Miller Land Investments LLC	1.74	1.74	Condition 2
15-168-2	0 S. Adams St.	Miller Land Investments LLC	0.66	0.66	Condition 2
15-169	501 S. Washington St.	City of Green Bay	0.33	0.33	Condition 1
15-20	521 S. Adams St.	Cosmo LLC	0.27	0.27	Condition 2
15-23	501 S. Adams St.	Cosmo LLC	1.33	1.33	Condition 2
TOTALS			5.57	4.32	

Percentage of TID Area Designated as Blighted (at least 50%)

78%

Percentage of TID Area Not Designated as Blighted

22%

Condition 1: The identified parcel includes structures which by reason of dilapidation, deterioration, age or obsolescence, are conducive to ill health, juvenile delinquency, or crime, and which in its current state is detrimental to the public health, safety, morals or welfare. Costs associated with the remediation of existing structures have resulted in the property not developing under normal market conditions, substantially impairing and arresting the sound growth of the community, therefore rendering the parcel blighted.

Condition 2: The identified parcels are areas which are predominantly open, and which consist primarily of land upon which buildings or structures have been demolished. The extraordinary costs associated with the redevelopment of the properties due to the deterioration of improvements, has resulted in the properties not developing under normal market conditions, substantially impairing and arresting the sound growth of the community, therefore rendering the parcels blighted.

Calculation of Estimated Base Value¹

Parcel	Assessed Value			Equalized Value ²			Overlapping TID
	Land	Improvement	Total	Land	Improvement	Total	
15-168-A	1,099,500	0	1,099,500	1,377,000	0	1,377,000	TID 5 ³
15-168-2	99,000	0	99,000	124,000	0	124,000	
15-169	0	0	0	0	0	0	TID 5
15-20	29,700	0	29,700	37,200	0	37,200	TID 5
15-23	117,900	0	117,900	147,700	0	147,700	TID 5
TOTALS	1,346,100	0	1,346,100	1,685,900	0	1,685,900	

1) Estimated based on values as of January 1, 2024. Actual base value will be as of January 1, 2025.

2) Calculation based on aggregate assessment ratio of 79.85%.

3) The parcel is currently being removed from TID 5, pending DOR approval.

SECTION 5:

Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City. The value of those parcels currently located within Tax Incremental District No. 5 that will be overlapped are not included in the base value of the District as that value is reflected within the total of existing incremental value.

Calculation of City Equalized Value Limit

City TID IN Equalized Value (Jan. 1, 2024)	\$ 10,834,009,900
TID Valuation Limit @ 12% of Above Value	\$ 1,300,081,188

Calculation of Value Subject to Limit

Estimated Base Value of Territory to be Included in District	\$ 1,685,900
Incremental Value of Existing Districts (Jan. 1, 2024)	\$ 771,458,500
Less: Value of Underlying TID Parcels	<u>\$ (1,561,900)</u>
Total Value Subject to 12% Valuation Limit	\$ 771,582,500
Total Percentage of TID IN Equalized Value	7.12%
Residual Value Capacity of TID IN Equalized Value	\$ 528,498,688

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals \$771,582,500. This value is less than the maximum of \$1,300,081,188 in equalized value that is permitted for the City.

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as

defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion

of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Contribution to Redevelopment Authority (RDA)

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program (Development Incentives)

To encourage private development consistent with the objectives of this Plan, the City, through its RDA, may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

SECTION 7:

Map Showing Proposed Improvements and Uses

Map Found on Following Page.





TID 31

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 12 May 2025 X:\Planning\Work Order Requests\2025\2.5.03 TID\TID 31\TID31 - Proposed.mxd

Feet
0
160

0 40 80 160

TID Boundary

Proposed Multi-family Development

Proposed Mixed-Use Retail & Office

TID 31 Parcel

N



SECTION 8:

Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

Project	Project Name/Type	Est. Cost		Totals	Est. Timing
		Phase I	Ongoing		
1	Pay As You Go ("PAYGO") Development Incentives				
1a.	One Astor Holdings, LLC ¹	4,500,000		4,500,000	2025-2045
1b.	MOWGS LLC ²	722,715		722,715	2025-2047
2	Ongoing Planning & Administrative Costs		464,309	464,309	2025-2053
Total Projects		<u>5,222,715</u>	<u>464,309</u>	<u>5,687,024</u>	

Notes:

1) Represents the Tax Incentive Cap per Section III.C.2 of Development Agreement 2025-03.

2) Estimated total assuming the project receives a 20-year PAYGO incentive at 80% of the annual tax increment generated by the project.

SECTION 9:

Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

The Project Costs the City plans to make are expected to create \$20.41 million in incremental value by January 1, 2028. Estimated valuations and timing for construction of the Projects are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$17.32 per thousand of equalized value decreases 0.50% annually and values increase 1.00% annually from economic appreciation, the Projects would generate \$9.34 million in incremental tax revenue over the 27-year term of the District as shown in **Table 2**.

Table 1 – Development Assumptions

Construction Year		One Astor Holdings, LLC ¹	Fire Station 1 Redevelopment (MOWGS LLC) ²		Annual Total	Construction Year
		Total Value	Sq. Ft.	Total Value		
Estimated Value per		\$250				
1	2025				0	2025 1
2	2026		10,000	2,500,000	2,500,000	2026 2
3	2027	17,911,400			17,911,400	2027 3
4	2028				0	2028 4
5	2029				0	2029 5
6	2030				0	2030 6
7	2031				0	2031 7
8	2032				0	2032 8
9	2033				0	2033 9
10	2034				0	2034 10
11	2035				0	2035 11
12	2036				0	2036 12
13	2037				0	2037 13
14	2038				0	2038 14
15	2039				0	2039 15
16	2040				0	2040 16
17	2041				0	2041 17
18	2042				0	2042 18
19	2043				0	2043 19
20	2044				0	2044 20
21	2045				0	2045 21
22	2046				0	2046 22
23	2047				0	2047 23
24	2048				0	2048 24
25	2049				0	2049 25
26	2050				0	2050 26
27	2051				0	2051 27
Totals		17,911,400	10,000	2,500,000	20,411,400	

Notes:

1) Development Agreement 2025-03 estimated the assessed value of the property to be \$15,500,000 after completion. Represents the equalized value increase using the 2024 aggregate ratio of 79.85% and deducting the estimated base value of \$1,501,000.

2) Timing and values are estimates based on currently available information.

Table 2 – Tax Increment Projection Worksheet

Type of District	Blighted Area	Base Value	1,685,900
District Creation Date	June 24, 2025	Economic Change Factor	1.00%
Valuation Date	Jan 1, 2025	Apply to Base Value	
Max Life (Years)	27	Base Tax Rate	\$17.41
End of Expenditure Period	22 6/24/2047	Rate Adjustment Factor	-0.50%
Revenue Periods/Final Year	27 2053		
Extension Eligibility/Years	Yes 3		
Eligible Recipient District	Yes		

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate ¹	Tax Increment
1	2025	0	2026	0	0	2027	\$17.32	0
2	2026	2,500,000	2027	0	2,500,000	2028	\$17.23	43,082
3	2027	17,911,400	2028	25,000	20,436,400	2029	\$17.15	350,418
4	2028	0	2029	204,364	20,640,764	2030	\$17.06	352,152
5	2029	0	2030	206,408	20,847,172	2031	\$16.98	353,895
6	2030	0	2031	208,472	21,055,643	2032	\$16.89	355,647
7	2031	0	2032	210,556	21,266,200	2033	\$16.81	357,408
8	2032	0	2033	212,662	21,478,862	2034	\$16.72	359,177
9	2033	0	2034	214,789	21,693,650	2035	\$16.64	360,955
10	2034	0	2035	216,937	21,910,587	2036	\$16.56	362,741
11	2035	0	2036	219,106	22,129,693	2037	\$16.47	364,537
12	2036	0	2037	221,297	22,350,990	2038	\$16.39	366,341
13	2037	0	2038	223,510	22,574,500	2039	\$16.31	368,155
14	2038	0	2039	225,745	22,800,245	2040	\$16.23	369,977
15	2039	0	2040	228,002	23,028,247	2041	\$16.15	371,809
16	2040	0	2041	230,282	23,258,530	2042	\$16.07	373,649
17	2041	0	2042	232,585	23,491,115	2043	\$15.98	375,499
18	2042	0	2043	234,911	23,726,026	2044	\$15.90	377,357
19	2043	0	2044	237,260	23,963,286	2045	\$15.83	379,225
20	2044	0	2045	239,633	24,202,919	2046	\$15.75	381,102
21	2045	0	2046	242,029	24,444,948	2047	\$15.67	382,989
22	2046	0	2047	244,449	24,689,398	2048	\$15.59	384,885
23	2047	0	2048	246,894	24,936,292	2049	\$15.51	386,790
24	2048	0	2049	249,363	25,185,655	2050	\$15.43	388,704
25	2049	0	2050	251,857	25,437,511	2051	\$15.36	390,629
26	2050	0	2051	254,375	25,691,886	2052	\$15.28	392,562
27	2051	0	2052	256,919	25,948,805	2053	\$15.20	394,505
Totals		20,411,400		5,537,405		Future Value of Increment		9,344,191

Notes:

1) Tax rate shown is actual 2024/2025 rate per DOR Form PC-202 (Tax Increment Collection Worksheet).

Financing and Implementation

The District's primary expenditures will be development incentives. Incentives will be provided on a PAYGO basis from the tax increment generated by the Projects and such incentives may be structured in one or more phases. PAYGO payments will be made from and strictly limited to the tax increments generated by the District. The PAYGO incentives are not considered City debt nor will the City appropriate funds to make PAYGO incentive payments from any other sources aside from the tax increment generated by the District.

The City will also incur certain costs to create and administer the District. Costs incurred by the City prior to availability of tax increments will be paid from other funds of the City to be reimbursed. Once tax increments are collected, these costs will be paid from annual District revenue.

Based on the Project Cost expenditures as included within the cash flow exhibit **(Table 3)**, the District is projected to accumulate sufficient funds by the year 2044 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 3 - Cash Flow

Year	Projected Revenues		Projected Expenditures				Balances			Year
	Tax Increments	Total Revenues	MRO #1 2025 One Astor Holdings, LLC ¹ \$4,500,000	MRO #2 2025 MOWGS LLC ² \$722,715	Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative	Liabilities Outstanding	
2025		0			35,000	35,000	(35,000)	(35,000)	5,222,715	2025
2026		0			10,000	10,000	(10,000)	(45,000)	5,222,715	2026
2027	0	0	0	0	10,300	10,300	(10,300)	(55,300)	5,222,715	2027
2028	43,082	43,082	0	34,466	10,609	45,075	(1,993)	(57,293)	5,188,249	2028
2029	350,418	350,418	261,054	34,636	10,927	306,617	43,800	(13,492)	4,892,559	2029
2030	352,152	352,152	262,346	34,808	11,255	308,409	43,743	30,251	4,595,405	2030
2031	353,895	353,895	263,645	34,980	11,593	310,218	43,678	73,929	4,296,780	2031
2032	355,647	355,647	264,950	35,153	11,941	312,044	43,604	117,532	3,996,677	2032
2033	357,408	357,408	266,261	35,327	12,299	313,887	43,520	161,053	3,695,088	2033
2034	359,177	359,177	267,579	35,502	12,668	315,749	43,428	204,480	3,392,007	2034
2035	360,955	360,955	268,904	35,678	13,048	317,629	43,325	247,806	3,087,425	2035
2036	362,741	362,741	270,235	35,855	13,439	319,528	43,213	291,019	2,781,336	2036
2037	364,537	364,537	271,572	36,032	13,842	321,447	43,090	334,109	2,473,732	2037
2038	366,341	366,341	272,917	36,210	14,258	323,385	42,957	377,066	2,164,605	2038
2039	368,155	368,155	274,268	36,390	14,685	325,343	42,812	419,878	1,853,947	2039
2040	369,977	369,977	275,625	36,570	15,126	327,321	42,656	462,534	1,541,752	2040
2041	371,809	371,809	276,990	36,751	15,580	329,320	42,489	505,023	1,228,012	2041
2042	373,649	373,649	278,361	36,933	16,047	331,340	42,309	547,331	912,719	2042
2043	375,499	375,499	279,739	37,115	16,528	333,383	42,116	589,447	595,864	2043
2044	377,357	377,357	281,123	37,299	17,024	335,447	41,910	631,358	277,442	2044
2045	379,225	379,225	164,433	37,484	17,535	219,452	159,774	791,131	75,525	2045
2046	381,102	381,102	0	37,669	18,061	55,731	325,372	1,116,503	37,856	2046
2047	382,989	382,989		37,856	18,603	56,459	326,530	1,443,033	0	2047
2048	384,885	384,885		0	19,161	19,161	365,724	1,808,757		2048
2049	386,790	386,790			19,736	19,736	367,054	2,175,811		2049
2050	388,704	388,704			20,328	20,328	368,377	2,544,187		2050
2051	390,629	390,629			20,938	20,938	369,691	2,913,878		2051
2052	392,562	392,562			21,566	21,566	370,996	3,284,874		2052
2053	394,505	394,505			22,213	22,213	372,292	3,657,167		2053
Totals	9,344,191	9,344,191	4,500,000	722,715	464,309	5,687,024				Totals

Notes:

PROJECTED CLOSURE YEAR

1) The Developer will receive 80% of the annual tax increment generated by the project up to a total incentive of \$4,500,000 per Development Agreement 2025-03. The maximum payment term is 23-years and will terminate in 2048.

2) Assumes the project receives a 20-year PAYGO incentive at 80% of the annual tax increment generated by the project.

LEGEND:

CALLABLE MATURITIES

END OF EXP. PERIOD

SECTION 10:

Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the property within the proposed District boundary was annexed during the past three years.

SECTION 11:

Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that 7% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:

Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for Downtown land use which allows for and promotes high-intensity office, retail, housing, entertainment, convention and public land uses, preferably in mixed-use buildings with strong pedestrian orientations.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:

How Creation of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in its Plan will promote the orderly development of the City by eliminating blighted areas through the provision of appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as construction-related job creation, additional employment opportunities for commercial jobs post-construction, increased property values, increased income and sales tax collection, increased retail and commercial activity, and other economic benefits from the purchase of goods and services related to the construction and operation of the Projects.

SECTION 15:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

SECTION 16:

Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)



City of Green Bay Law Department
100 North Jefferson Street • Room 200
Green Bay, Wisconsin 54301-5026
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Phone 920.448.3080
Fax 920.448.3081

June 18, 2025

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

RE: Project Plan for Tax Incremental District No. 31

Dear Mayor:

Wisconsin Stat. § 66.1105(4)(f), requires a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to plan completeness and compliance with state law.

I was asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Project Plan for the City of Green Bay Tax Incremental District No. 31 is complete and complies with the provisions of Wisconsin Stat. § 66.1105.

Sincerely,


[Lacey Cochart \(Jun 18, 2025 13:09 CDT\)](#)

Lacey Cochart
City Attorney

SECTION 17:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4. Allocation of future tax increments is based on the projections included in this Plan and assumes the same proportions as the actual breakdown of tax collections for the 2024/2025 levy year.

Revenue Year	Brown County	City of Green Bay	Green Bay Area School District	Northeast Wisconsin Tech. College	Total	Revenue Year
2027	0	0	0	0	0	2027
2028	6,707	16,053	18,928	1,394	43,082	2028
2029	54,556	130,569	153,957	11,336	350,418	2029
2030	54,826	131,215	154,719	11,392	352,152	2030
2031	55,097	131,865	155,485	11,448	353,895	2031
2032	55,370	132,517	156,255	11,505	355,647	2032
2033	55,644	133,173	157,028	11,562	357,408	2033
2034	55,920	133,833	157,805	11,619	359,177	2034
2035	56,196	134,495	158,587	11,677	360,955	2035
2036	56,474	135,161	159,372	11,735	362,741	2036
2037	56,754	135,830	160,160	11,793	364,537	2037
2038	57,035	136,502	160,953	11,851	366,341	2038
2039	57,317	137,178	161,750	11,910	368,155	2039
2040	57,601	137,857	162,551	11,969	369,977	2040
2041	57,886	138,539	163,355	12,028	371,809	2041
2042	58,173	139,225	164,164	12,087	373,649	2042
2043	58,461	139,914	164,977	12,147	375,499	2043
2044	58,750	140,607	165,793	12,207	377,357	2044
2045	59,041	141,303	166,614	12,268	379,225	2045
2046	59,333	142,002	167,439	12,328	381,102	2046
2047	59,627	142,705	168,267	12,389	382,989	2047
2048	59,922	143,412	169,100	12,451	384,885	2048
2049	60,219	144,121	169,937	12,512	386,790	2049
2050	60,517	144,835	170,779	12,574	388,704	2050
2051	60,816	145,552	171,624	12,637	390,629	2051
2052	61,117	146,272	172,473	12,699	392,562	2052
2053	61,420	146,996	173,327	12,762	394,505	2053
Totals	1,454,778	3,481,732	4,105,400	302,280	9,344,191	



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

June 24, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # L.1

To approve the Development Agreement 25-06 with Broadway Realty, LLC, for the redevelopment of 0 Deuchert Street (Tax Parcel 21-1229), and authority for the Director to approve a collateral assignment, subject to legal review. (RDA Meeting June 19, 2025).

The Authority may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Authority may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

Broadway Realty, LLC, intends to develop a project that includes approximately 41 single-family homes with public streets and infrastructure for stormwater management, sanitary sewer, and water. The Project aligns with our Department vision to link and leverage our natural, built, human, and social assets in order to generate valuable products, services, and experiences within the City. It makes our community more safe, productive, accessible, and innovative, for it will:

- Build new structures with high-performance designs, systems, and finishes;
- Create a significantly higher per acre property value than adjacent properties and the City average;
- Be located in a place easy to reach on foot, bicycle, or transit; strengthen and/or expand non-motorized transportation networks;
- Expand our range of real estate products;
- Create and/or enhance unique public spaces, amenities, and art.

As of January 1, 2025, the Property has a Base Value of four hundred ninety-three thousand four hundred dollars (\$493,400.00), which based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:

- Nine thousand eight hundred twenty-nine dollars (\$9,829.00) in total real estate taxes annually (assessed mill rate of \$19.92);
- Four thousand six dollars (\$4,006) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

Upon completion of Project, the City estimates the Annual Assessed Value of the Property to be nine million five hundred thousand dollars (\$9,500,000.00), which is anticipated to yield approximately:

- One hundred eighty-nine thousand two hundred forty dollars (\$189,240.00) in total real estate taxes annually (assessed mill rate of \$19.92);
- Seventy-seven thousand one hundred forty dollars (\$77,140) in real estate taxes to the City of

Green Bay annually (assessed mill rate of \$8.12).

The Developer requests Pay As You Go Tax Increment Financing (PAYGo TIF) assistance solely for the reimbursement of costs for new public infrastructure required to serve the planned private development. The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new blight Tax Increment District (“TID 32” or the “TID”), effective January 1, 2025, and which will provide part of the financing for certain costs of the Project.

Staff also request the Development Director be authorized to approve a collateral assignment of the Development Agreement, should one be requested by the Developer.

RECOMMENDATION

To approve Development Agreement 25-04 with Broadway Realty, LLC, for the redevelopment of 0 Deuchert Street (Tax Parcel 21-1229), and authority for the Director to approve a collateral assignment, subject to legal review.

FISCAL IMPACT

The Developer has requested a TIF incentive that includes:

- PAYGo TIF Reimbursement - 80% of the Available Tax Increment to be provided to the Developer until all qualified expenditures have been repaid or until the TID is terminated.
- The City shall not be obligated to pay TIF Incentive in excess of the lesser of Two Million Dollars (\$2,000,000.00) or the total amount of Qualified Expenses incurred and paid by the Developer.

No levy dollars will be used for this project.

ATTACHMENTS

- I. The Pines - RDA Draft Development Agreement_20250618



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 2025-04

THE PINES

This Development Agreement is made this _____ day of _____, 2025, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"), and BROADWAY REALTY, LLC, a Wisconsin limited liability company ("Developer"). City, RDA and Developer are each referred to herein as "Party" and collectively, as the "Parties".

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
21-1229	0 Deuchert St	10.09	\$493,400.00

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately ten and nine hundredths (10.09) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which includes the development of approximately 41 single-family homes with public streets and public infrastructure for stormwater management, sanitary sewer, and water. The Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2025, the Property has a Base Value of four hundred ninety three thousand four hundred dollars (\$493,400.00), which based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:
1. Nine Thousand eight hundred twenty nine dollars (\$9,829.00) in total real estate taxes annually (assessed mill rate of \$19.92);
 2. Four thousand six dollars (\$4,006) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).
- E. Upon completion of Project, the City estimates the Annual Assessed Value of the Property to be nine million five hundred thousand dollars (\$9,500,000.00), which is anticipated to yield approximately:
1. One hundred eighty nine thousand two hundred forty dollars (\$189,240.00) in total real estate taxes annually (assessed mill rate of \$19.92);
 2. Seventy seven thousand one hundred forty dollars (\$77,140) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats., the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new Tax Increment District (the "TID") effective January 1, 2025, which includes the Property, and which will provide part of the financing for certain costs of the Project.
- G. Developer has requested TIF (as defined below) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation, and the engineering design and construction of public infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded to the Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that the project remediates environmental contamination and/or enhances the physical landscape; encourages human-powered movement; interacts positively with adjacent properties and the neighborhood; expands our range of residential real estate products; builds new structures with high-performance designs, systems, and finishes; creates a significantly higher per acre property value than adjacent properties and the City average; generates property taxes greater than the cost of providing infrastructure and services; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and Plans and Specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the Parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement

shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.

- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The Parties intend to enter into this Agreement to record the understandings and undertakings of the Parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the Base Value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be four hundred ninety three thousand and four hundred dollars (\$493,400.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means Broadway Realty, LLC, or any assignee of the same.
- H. Intentionally Deleted.
- I. "Plans and Specifications" means the plans and specifications developed for the Project.
- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT C and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.

- M. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- N. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water, and storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- O. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III.B.2.
- P. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- Q. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- R. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- S. "TID" means the future Tax Increment District to be created in 2025 by the City of Green Bay, The RDA and the City will ask the Joint Review Board (JRB) to create a Tax Increment District (the 'TID'), effective January 1, 2025, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID."
- T. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- U. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
- I. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) The Developer guarantees that the Property shall have a minimum Annual Assessed Value equal to the seven million dollars (\$7,000,000.00) on or before January 1, 2028.
 - b) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - c) Commencing the first year after the first occupancy permit for the Project has been issued, the Annual Assessed Value of the Property shall be determined on January 1 of each tax year and shall be compared to the Annual Assessed Value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the “Incremental Property Value”.
 - d) Incremental Property Value multiplied by the assessed mill rate shall be known as the Available TIF Increment.
 - e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, Special Assessments and Special Charges against the Property for the previous year. For example, if the first occupancy permit is issued on September 1, 2026, the TIF Increment would be determined as of January 1, 2027 and the PAYGo reimbursement would first be payable in 2028.
 2. Qualified Expenditures. TIF Incentive shall only fund Public Improvements as defined in Section II.N., and environmental remediation, and asbestos abatement as required by State and Federal law.
 3. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, which approval shall not be unreasonably withheld. Except as explicitly set forth herein, the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.
- C. Limitations. The TIF Incentive available to Developer for the Project is limited as follows:

1. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
 2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of two million dollars (\$2,000,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.
 3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
 4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.
- D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to September 1, 2025, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan attached hereto as EXHIBIT C. The Concept Plan shall clearly identify:
1. Any proposed changes in boundaries of the Property; and
 2. A preliminary rendering or other illustration of scale of proposed structures and buildings.
- B. Construction Documents. Prior to March 1, 2026, and prior to commencement of construction of any phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and Specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to March 1, 2026, Developer shall submit a "Development Budget", prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:

1. Not less than eleven million dollars (\$11,000,000.00) in “hard” construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project; provided, however, such fees shall be included as Qualified Expenditures.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.

- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than March 1, 2026, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than March 1, 2026, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the Plans and Specifications.
- H. Acquisition of Property. By no later than March 1, 2026, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than August 1, 2026. Construction shall be completed no later than December 31, 2027. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. Within a reasonable amount of time after the City or RDA submit a request in writing to Developer, Developer shall provide to the City and/or RDA written reports and information on the following items:
 - 1. During the period before the commencement of construction, Developer shall provide information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement.
 - 2. Upon request of the City and/or RDA, Developer shall submit progress reports during the course of construction.
 - 3. Upon request of the City and/or RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.

- N. Copies of Documents. All documents from Developer to the City shall be submitted in a digital file format acceptable to the City and/or RDA. At the City and/or RDA's request, Developer shall provide requested documents printed in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer or Sale of Project Property.
1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Developer shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for Public Improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- R. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the Project, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

- a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
- b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.

3. Hazardous Materials Defined. As used herein, the term “Hazardous Materials” means:

- a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as “hazardous wastes,” “hazardous substances,” “toxic substances,” “pollutants,” “contaminants,” “radioactive materials,” or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, “Environmental Laws”); and
- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

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

1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer’s liability coverage shall be in not less than the following limits:

- a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
- b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
- c) Five hundred thousand dollars (\$500,000.00) policy limit.

2. Waiver of Workers Compensation Subrogation. The workers’ compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and

volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.

3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Sections IV.S.1. to IV.S.3., above.
6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- F. Infrastructure Development Agreement. Developer shall execute a mutually-agreed upon infrastructure development agreement (the "Infrastructure Development Agreement") with the City and the City's Department of Public Works (DPW). The Infrastructure Development Agreement shall outline the respective obligations of the City and the Developer regarding the design, construction, and dedication of the Public Improvements described in Section III.B.2. The Infrastructure Development Agreement shall permit the Developer to retain a qualified engineering consultant to design the Public Improvements, subject to customary review and approval by DPW. It shall also permit the Developer to engage a licensed and qualified contractor to construct the Public Improvements, with all work subject to reasonable inspection and approval by DPW prior to acceptance and dedication.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

- A. Developer represents and warrants to the City and RDA as follows:

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

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

B. City and RDA each represent and warrant to Developer as follows:

1. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by the City and the RDA hereunder have been duly authorized by all necessary action of the City and RDA and constitute valid and binding obligations of the City and RDA.
2. No Litigation. Neither the City nor RDA has received no written notice of any litigation or proceeding pending or threatened against or affecting City, RDA or the Property that would adversely affect the Project, the City, the RDA, or the priority or enforceability of this Agreement, or the ability of the City or RDA to perform their obligations under this Agreement.
3. No Conflict. The execution, delivery, and performance of the obligations of the City and RDA pursuant to this Agreement will not violate or conflict with any material agreement by which the City and RDA are bound, nor will the execution, delivery, or performance of obligations of the City and RDA pursuant to this Agreement violate or conflict with any law applicable to the City or RDA.

VIII. DEFAULT

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

1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the

initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure (unless otherwise agreed to in writing by the Parties);

3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
 2. Specific Performance. Sue for specific performance;
 3. Sue for Damages. Sue for all damages caused by the Event of Default;
 4. Other Remedies. Pursue any other remedies available to the City at law or in equity;
 5. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 6. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
 7. Termination. If all other reasonable courses of action and remedies available to the City have been exercised and no timely resolution is obtained, the City may terminate this Agreement without further notice to Developer.
- C. City/RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform its obligations under this Agreement, but

only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.

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

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
 - 1. All Qualified Expenditures have been repaid in full by Tax Increment;
 - 2. The City closes and terminates the TID;
 - 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 - 4. This Agreement is terminated because of an Event of Default, as specifically set forth in Section IX.B.8., above; or
 - 5. The Parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty-three (23) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2048.
- C. Survival of Certain Provisions. Sections III. B. 1. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.

- B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any Party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- E. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are Parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third-party beneficiaries of this Agreement.
- G. Force Majeure. No Party shall be responsible to any other Party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the Party whose performance was interfered with, and which exercise of reasonable diligence, such Party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the Parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to August 1, 2025, any and all approvals

granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.

J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:

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

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

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

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

To the Developer: Broadway Realty, LLC
 Attention: David Cuene
 P.O. Box 6115
 De Pere , WI 54115
 e-mail: david.cuene@broadwayrentalcars.com

With a copy to: Law Firm of Conway, Olejniczak & Jerry, S.C.
 Attn: Attorney James M. Ledvina
 231 South Adams Street
 Green Bay, WI 54301
 e-mail: jml@lcojlaw.com

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

K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

L. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

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

[Signature pages follow]

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

By: David Cuene, its Authorized Member

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
BROADWAY REALTY, LLC

By: _____
Eric Genrich, Mayor

ACKNOWLEDGMENT

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

page 22 of 26

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
BROADWAY REALTY, LLC

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

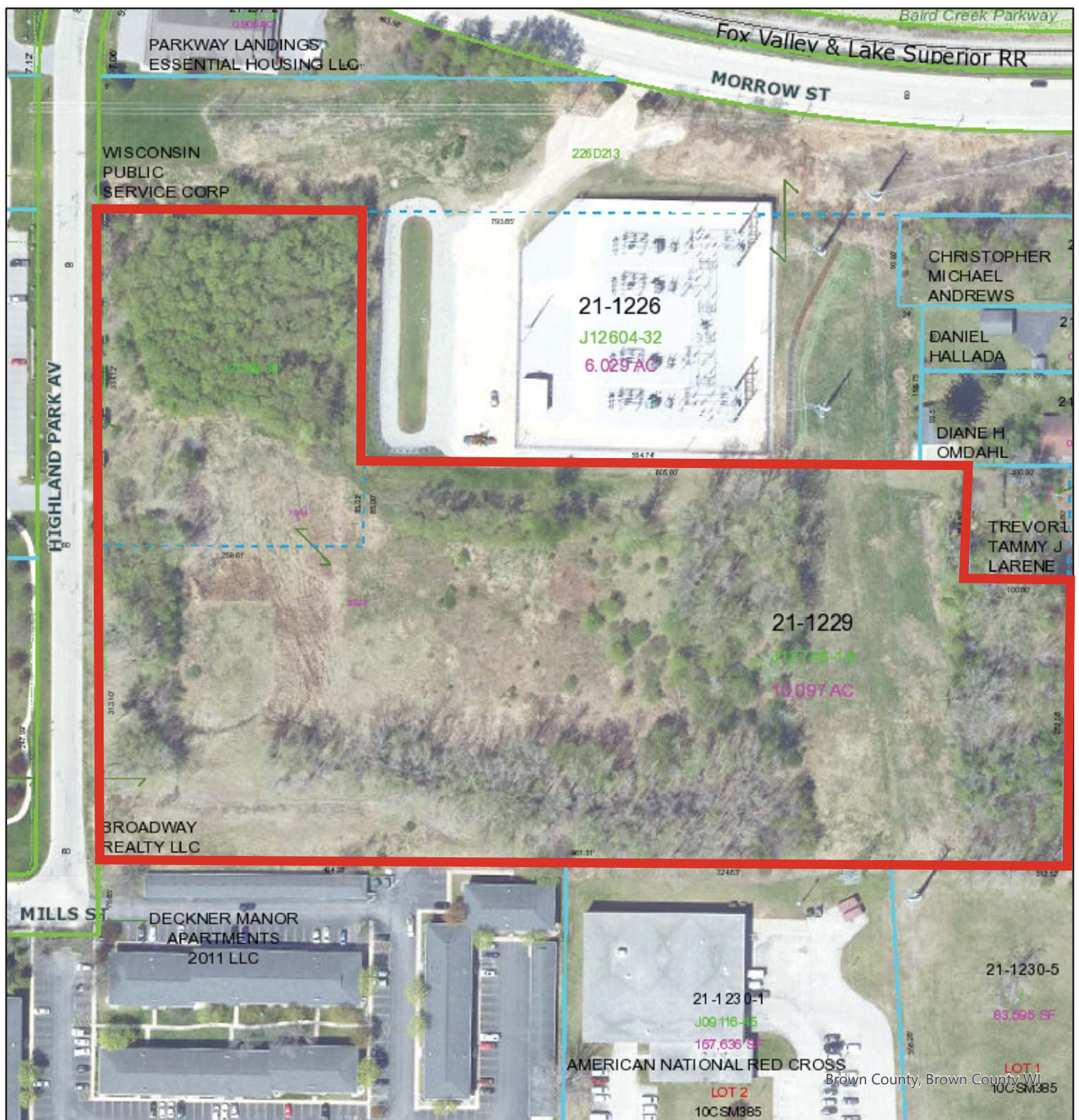
ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

EXHIBIT A
Property Map



1"=188'

1:2,257 Feet

Legend

1:2,257

City of Green Bay

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: 18 Jun 2025

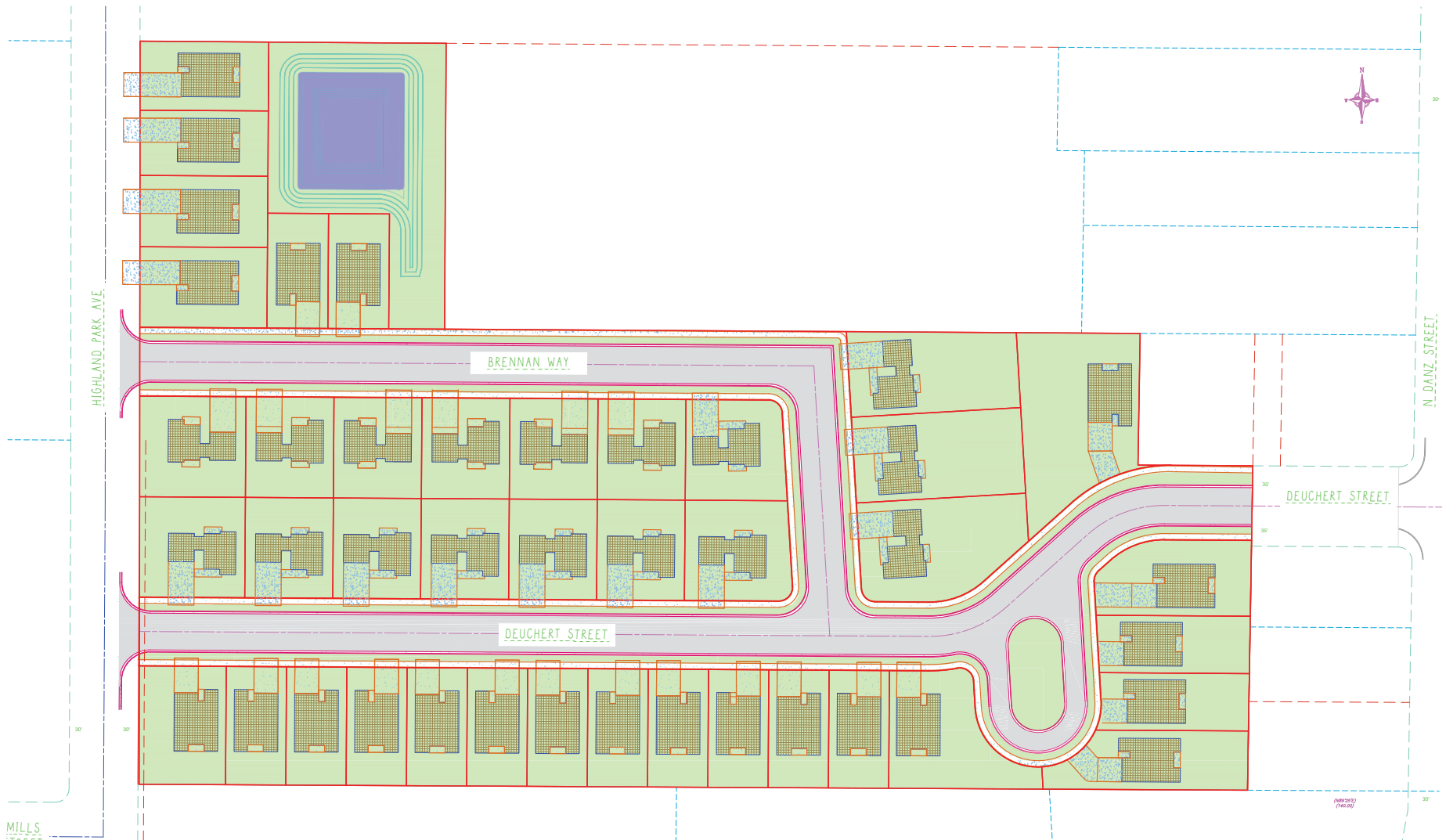
GB - GIS

EXHIBIT B
Legal Description

10.097 AC M/L PART OF SE1/4 SE1/4 SEC 32 T24N R21E DESC IN J12746-16 & J21559-38 & PRT VAC
ST IN 1829061 & 2853529 & 2857162

EXHIBIT C
Preliminary Concept Plan

THE PINES



Date 04/15/2025, Drafted by jRW, DWG # X2103

BROADWAY REALTY LLC
 DEUCHERT ST, CITY OF GREEN BAY
 Parcel# 21-1229

SURVEYED BY:
 Vierbicher Associates, Inc.
 400 Security Blvd, Ste 1
 Green Bay, WI 54313
 (920) 434-9670

vierbicher
 planners | engineers | advisors



THE PINES COTTAGES



Date 04/15/2025, Drafted by JRW, DWG # X2103

BROADWAY REALTY LLC
DEUCHERT ST, CITY OF GREEN BAY
Parcel# 21-1229

SURVEYED BY:
Vierbicher Associates, Inc.
400 Security Blvd, Ste 1
Green Bay, WI 54313
(920) 434-9670

vierbicher
planners | engineers | advisors



THE PINES COTTAGES



Date 04/15/2025, Drafted by JRW, DWG # X2103

BROADWAY REALTY LLC
DEUCHERT ST, CITY OF GREEN BAY
Parcel# 21-1229

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Green Bay, WI 54313
(920) 434-9670

vierbicher
planners | engineers | advisors





Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

June 24, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # L.2

To approve the Development Agreement 25-05 with MOWGS LLC, for the redevelopment of 501 S. Washington Street (Tax Parcel 15-169), and authority for the Director to approve a collateral assignment, subject to legal review. (RDA Meeting June 19, 2025).

The Authority may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Authority may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

MOWGS LLC ("Developer") intends to complete a Project which includes the rehabilitation of a former fire station building and conversion into a multi-tenant commercial building. The exterior of the existing structure is to remain intact. The first floor of the structure will be converted to support commercial uses, which shall be limited to retail, establishments serving food and/or beverages (such as a coffee shop or restaurant), or other commercial uses expressly approved in writing by the Redevelopment Authority. The second floor of the structure will be converted into office space.

The City currently owns the Property, commonly known as Fire Station One, and has approved an Option to Purchase. This option was later assigned to the Developer with the City's approval. The approval and execution of this Development Agreement authorizes the sale of the property to the Developer.

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

- Remediates environmental contamination and/or enhances the physical landscape
- Rehabilitates structures with high-performance designs, systems, and finishes
- Creates a significantly higher per-acre property value than adjacent properties and the City average
- Generates property taxes greater than the cost of providing infrastructure and services
- Improves structures for individuals of all ages and abilities
- Is located in places easy to reach on foot, bicycle, or transit,
- Expands our range of commercial real estate products
- Creates and/or enhance unique public spaces, amenities, and art
- Respects the historical nature of the building in future planning

As of January 1, 2025, the Property has an aggregate assessed value of zero dollars (\$0.00) which, based on the assessed tax rates in effect as of January 1, 2025, the Property yields:

- Zero dollars (\$0.00) in total real estate taxes annually (assessed mill rate of \$19.92);

- Zero dollars (\$0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be approximately one million dollars (\$1,000,000.00), which is anticipated to yield approximately:

- Nineteen thousand nine hundred twenty dollars (\$19,920.00) in total real estate taxes annually (assessed mill rate of \$19.92);
- Eight thousand one hundred twenty dollars (\$8,120) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within the proposed Tax Increment District Thirty One (“TID 31” or the “TID”), which will provide part of the financing for certain costs of the Project.

Staff also request the Development Director be authorized to approve a collateral assignment of the Development Agreement, should one be requested by the Developer.

RECOMMENDATION

To approve Development Agreement 25-05 with MOWGS LLC, for the redevelopment of 501 S. Washington Street (Tax Parcel 15-169), and authority for the Director to approve a collateral assignment, subject to legal review.

FISCAL IMPACT

The Developer has requested a TIF incentive that includes:

- Sale of Property for \$1.00, pursuant to the terms of the Option to Purchase which was previously assigned to the Developer with the City’s written consent
- PAYGo TIF Reimbursement - 85% of the Available Tax Increment to be provided to the Developer until all qualified expenditures have been repaid or until the TID is terminated.
- The City shall not be obligated to pay TIF Incentive in excess of the lesser of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) or the total amount of Qualified Expenses incurred and paid by the Developer.

No levy dollars will be used for this project.

ATTACHMENTS

- I. RDA Draft DA - Fire Station One 20250618



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 2025-05

501 S. Washington Street

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

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
15-169	501 S. Washington Street	0.327	\$0.00

- B. The parcels listed above, shall be referred to as the "Property." The Property comprises approximately three hundred and twenty-seven thousandths (0.327) of one acre of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which is to include rehabilitation of a former fire station building and conversion into a multi-tenant commercial building. The exterior of the existing structure is to remain intact. The first floor of the structure will be converted to support commercial uses, which shall be limited to retail, establishments serving food and/or beverages (such as a coffee shop or restaurant), or other commercial uses expressly approved in writing by the Redevelopment Authority. The second floor of the structure will be converted into office space. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2025, the Property has an aggregate assessed value of zero dollars (\$0.00) which based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:
1. Zero dollars (\$0.00) in total real estate taxes annually (assessed mill rate of \$19.92);
 2. Zero dollars (\$0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be approximately one million dollars (\$1,000,000.00), which is anticipated to yield approximately:
1. Nineteen thousand nine hundred twenty dollars (\$19,920.00) in total real estate taxes annually (assessed mill rate of \$19.92);

2. Eight thousand one hundred twenty dollars (\$8,120) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

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

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

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

I. PURPOSE

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

governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

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

II. DEFINITIONS; EXHIBITS

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

- A. “Agreement” means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. “Annual Assessed Value” means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. “Available Tax Increment” means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. “Base Value” means the aggregate assessed value of the Property when the TID was created, which shall be zero dollars (\$0.00).
- E. “City” means the City of Green Bay, Brown County, Wisconsin.
- F. “Concept Plan” means the plan for the Project.
- G. “Developer” means MOWGS L.L.C., or any assignee of the same.
- H. “Future Project” means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- I. “Plans and Specifications” means the plans and specifications developed for the Project.

- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- N. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- O. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- P. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- Q. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- R. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- S. TID" means the future Tax Increment District to be created in 2025 by the City of Green Bay, The RDA and the City will ask the Joint Review Board (JRB) to create a Tax Increment District (the

'TID'), effective January 1, 2025, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID."

- T. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- U. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. Property Transfer. The City and/or RDA shall convey 501 S. Washington Street (Tax Parcel 15-169) to the Developer, pursuant to the approved Option to Purchase, through the following process:
 - a) The City and/or RDA shall convey Tax Parcel 15-169, excluding all City right-of way, to Developer, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via special warranty deed, for the sum of one dollar (\$1.00), and shall provide an owner's policy of title insurance at the time of conveyance.
 - b) The RDA shall take a Preferred Forgivable Equity Investment in the Project of one hundred three thousand two hundred dollars (\$103,200.00), which is the estimated value of the real estate that will be transferred to the Developer. The Preferred Forgivable Equity Investment shall be secured by this Agreement, shall survive the expiration of this Agreement, and shall be forgiven when the aggregate assessed value of the Property is greater than or equal to eight hundred thousand dollars (\$800,000.00). Should the aggregate assessed value of the Property fail to be greater than or equal to eight hundred thousand dollars (\$800,000.00) prior to January 1, 2027, the Developer shall pay the City and/or RDA the Preferred Forgivable Equity Investment.
 - 2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) The Developer guarantees that the Property shall have a minimum aggregate assessed value equal to eight hundred thousand dollars (\$800,000.00) on or before January 1, 2027.
 - b) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.

- c) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - d) Incremental Property Value multiplied by the assessed mill rate shall be known as the Available TIF Increment.
 - e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2026, the TIF Increment would be determined as of January 1, 2027 and the PAYGo reimbursement would first be payable in 2028.
3. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
- a) Public Improvements, as defined in Section II.N., and environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
 - c) Any other activity specifically approved by the City or RDA.
4. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

- 1. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty-five (85%) of the Available Tax Increment for the Property.
- 2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of two million two hundred fifty thousand dollars (\$2,250,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.
- 3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
- 4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special

Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

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

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to October 1, 2025, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Development Agreement. The Concept Plan shall clearly identify:
1. Any proposed changes in boundaries of the Property;
 2. A preliminary rendering or other illustration of scale of proposed improvements to existing structures and buildings on the Property.
- B. Phasing of the Project. The Project shall be completed in two (2) distinct phases as follows:
1. Phase 1 shall include:
 - a) Second Floor Office Conversion: The rehabilitation and conversion of the second floor of the structure into office space. All improvements necessary to obtain a certificate of occupancy for office use from the City of Green Bay shall be completed no later than December 31, 2026.
 - b) First Floor White Box Preparation: The rehabilitation of the first floor to a "white box" condition. For the purposes of this Agreement, "white box" shall mean a commercial space that is sufficiently finished to be marketable to prospective tenants and suitable for interior tenant improvements. This includes, but is not limited to: installation of a finished floor slab; code-compliant utilities (HVAC, plumbing, and electrical systems) extended to the space; demising walls; adequate lighting; and any required life safety improvements. White box improvements shall be completed no later than December 31, 2025.
 - c) Tenant Recruitment: The Developer shall actively coordinate with the City's Economic Development staff on the marketing and recruitment of a future commercial tenant or tenants for the first-floor commercial space.
 2. Phase 2 shall include:
 - a) First Floor Commercial Build-Out: The full build-out of the first-floor commercial space suitable for occupancy by a commercial tenant. This includes any additional interior improvements necessary to meet the tenant's needs and to obtain all required occupancy permits from the City. Phase 2 shall be completed no later than December 31, 2026.

- C. Construction Documents. Prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. Construction documents for first floor white box preparation shall be submitted prior to October 1, 2025. Construction documents for second floor office conversion shall be submitted prior to March 1, 2026. Construction documents for first floor Phase 2 improvements shall be submitted prior to August 1, 2026. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- D. Development Budget. Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. A development budget for first floor white box preparation shall be submitted prior to October 1, 2025. A budget for second floor office conversion shall be submitted prior to March 1, 2026. A budget for first floor Phase 2 improvements shall be submitted prior to August 1, 2026. The Development Budget shall include:
1. Not less than one million dollars (\$1,000,000.00) in “hard” construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- E. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At

any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan. In the event the RDA fails to respond to the Developer's request for approval within 30 days from its receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions, such document(s) shall be deemed denied.

- F. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- G. Proof of Equity. Developer shall have in place and shall provide the City and RDA proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs. Proof of equity for first floor white box preparation shall be submitted prior to October 1, 2025. Proof of equity for second floor office conversion shall be submitted prior to March 1, 2026. Proof of equity for first floor Phase 2 improvements shall be submitted prior to August 1, 2026.
- H. Proof of Financing. Proof of financing for first floor white box preparation shall be submitted prior to October 1, 2025. Proof of financing for second floor office conversion shall be submitted prior to March 1, 2026. Proof of financing for first floor Phase 2 improvements shall be submitted prior to August 1, 2026. Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- I. Acquisition of Property. By no later than October 1, 2025, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- J. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination,

modification or relocation of such easements and other rights in order to accommodate the Concept Plan.

- K. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds, if necessary.
- L. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- M. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. Construction shall be completed and a certificate of occupancy for all areas of the building shall be obtained no later than December 31, 2026. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- N. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- O. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- P. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- Q. Transfer or Sale of Project Property.
 - 1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 - 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that

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

R. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.

S. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the construction, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property, to the extent such Hazardous Materials were not in existence on the Property prior to the City's transfer of such Property to the Developer.

3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:

a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and

b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or

hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

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

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

U. General Indemnity.

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

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.
- C. Transfer of Property. The City shall transfer the Property to the Developer pursuant to the terms of that Option to Purchase which was assigned to Developer with the City's written consent. Closing on the transfer of the Property shall occur no later than thirty (30) days following the execution of this Agreement.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

VIII. DEFAULT

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

- a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
- 1. Termination. Terminate this Agreement without further notice to Developer;
 - 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
 - 3. Specific Performance. Sue for specific performance;
 - 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 - 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 - 6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 - 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.

- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default; or
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty-three (23) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2048.
- C. Survival of Certain Provisions. Sections III. B. 1. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.
- B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic

protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

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

4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

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

To the City:	City of Green Bay Attn: City Clerk 100 North Jefferson Street Green Bay, WI 54301 e-mail: celestine.jefferys@greenbaywi.gov
To RDA:	Redevelopment Authority of the City of Green Bay Attention: Executive Director 100 North Jefferson Street, Room 608 Green Bay, WI 54301 e-mail: cheryl.renier-wigg@greenbaywi.gov
To the Developer:	MOWGS LLC Attention: Daniel Wickman 335 N. Washington Street Green Bay, WI 54301 e-mail: daniel@hhagency.com

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

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

warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).

- Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- S. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

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

By: _____

Daniel Wickman, Member

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
MOWGS LLC

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
MOWGS LLC.

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Parcel# 15-169

[StreetView](#) [Parcel Report](#)

Parcel address
 501 S WASHINGTON ST, CITY OF GREEN BAY

Owner(s) & mailing address
 GREEN BAY CITY OF FIRE STATION 1
 100 N JEFFERSON ST GREEN BAY WI 54301-5006

Deeded acres: 0.327

Legal description
 14,284 SQ FT
 PLAT OF ASTOR A TRIANGULAR PIECE OF LAND WITHOUT DESIGNATION ON MAP RECORDED 1869 REGISTER

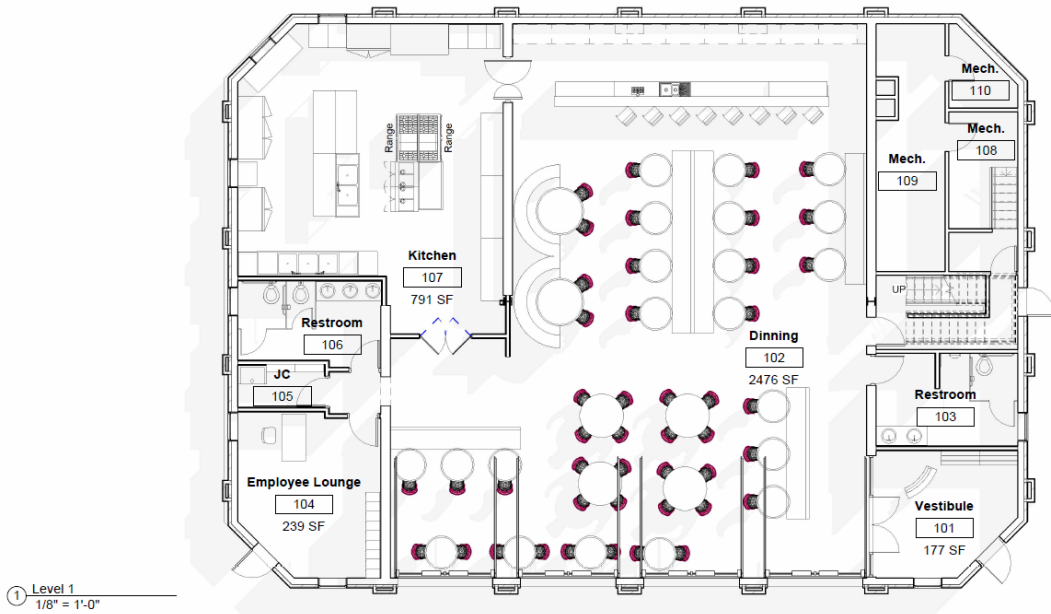
[Zoom to](#) ...

EXHIBIT B
Legal Description

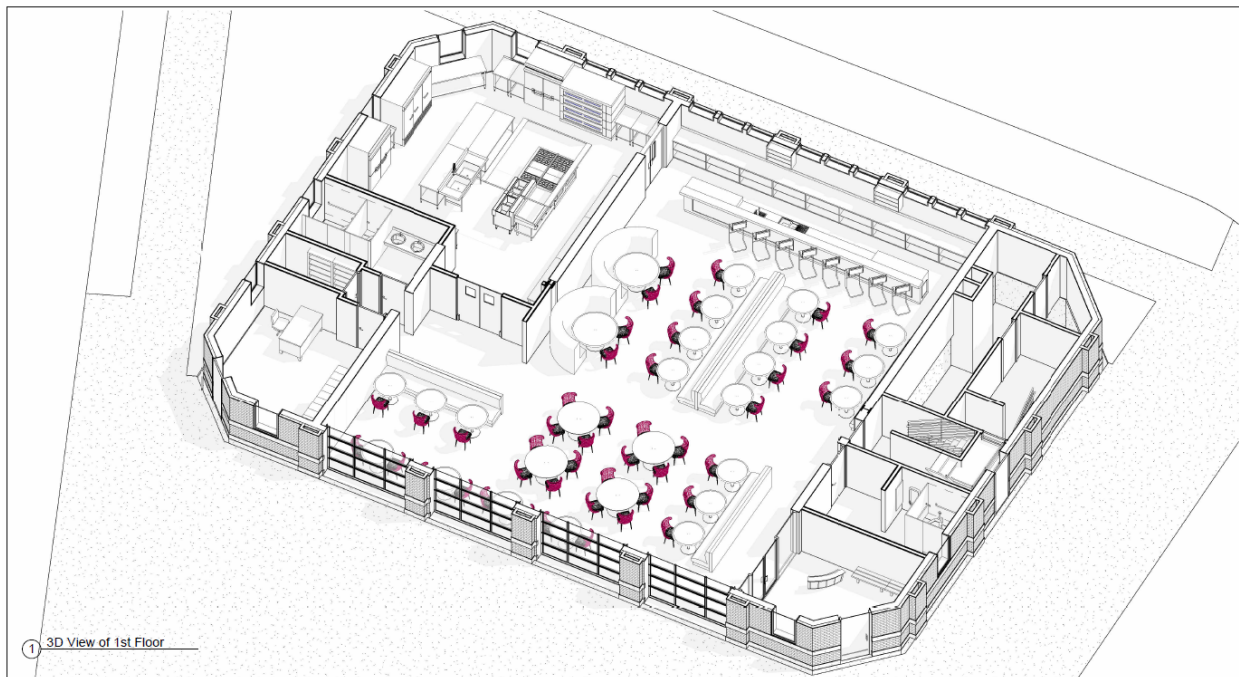
**14,284 SQ FT PLAT OF ASTOR A TRIANGULAR PIECE OF LAND WITHOUT
DESIGNATION ON MAP RECORDED 1869 REGISTER OF DEEDS OFFICE BOUNDED
ON E BY ADAMS ST; N BY CHICAGO ST & W BY WASHINGTON ST - SEE CHARTER
& ORDINANCE 1911 PAGE 124 CONSOLIDATED ORDINANCES SECTION 56 CITY
OF GREEN BAY**

EXHIBIT C

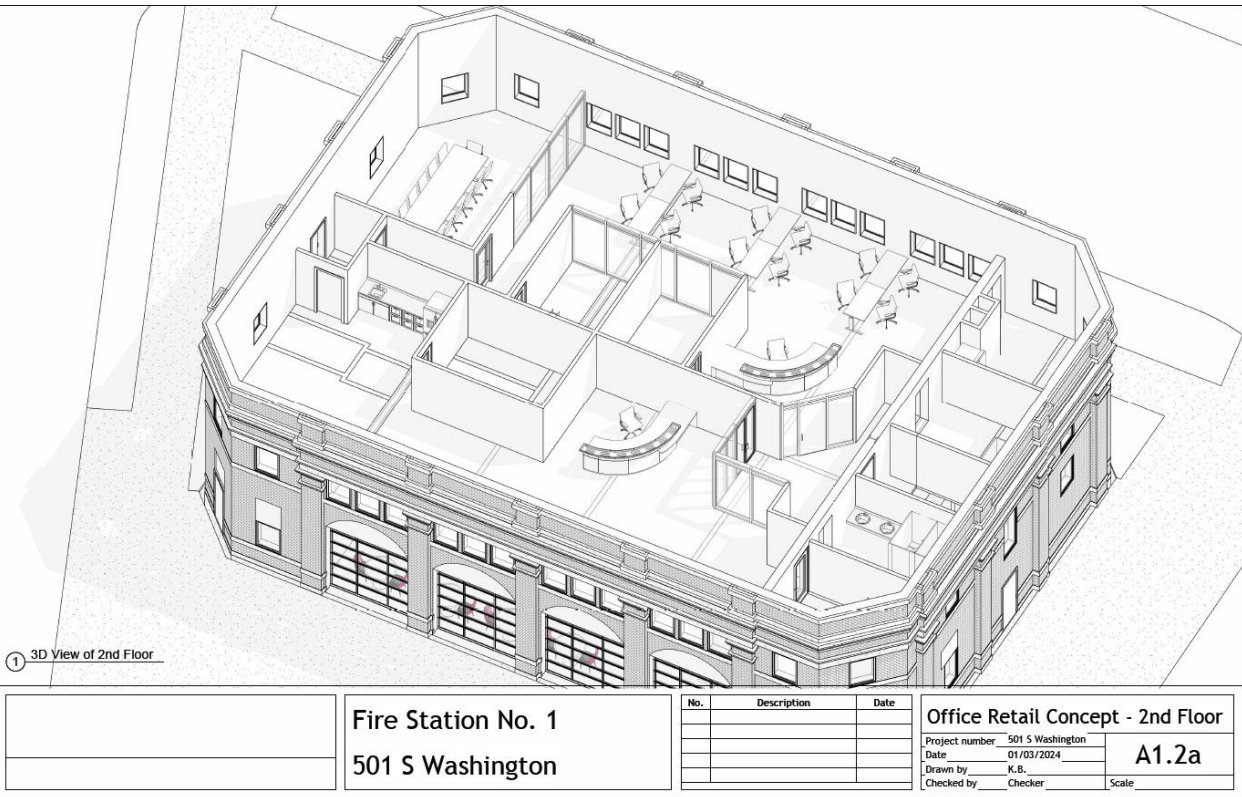
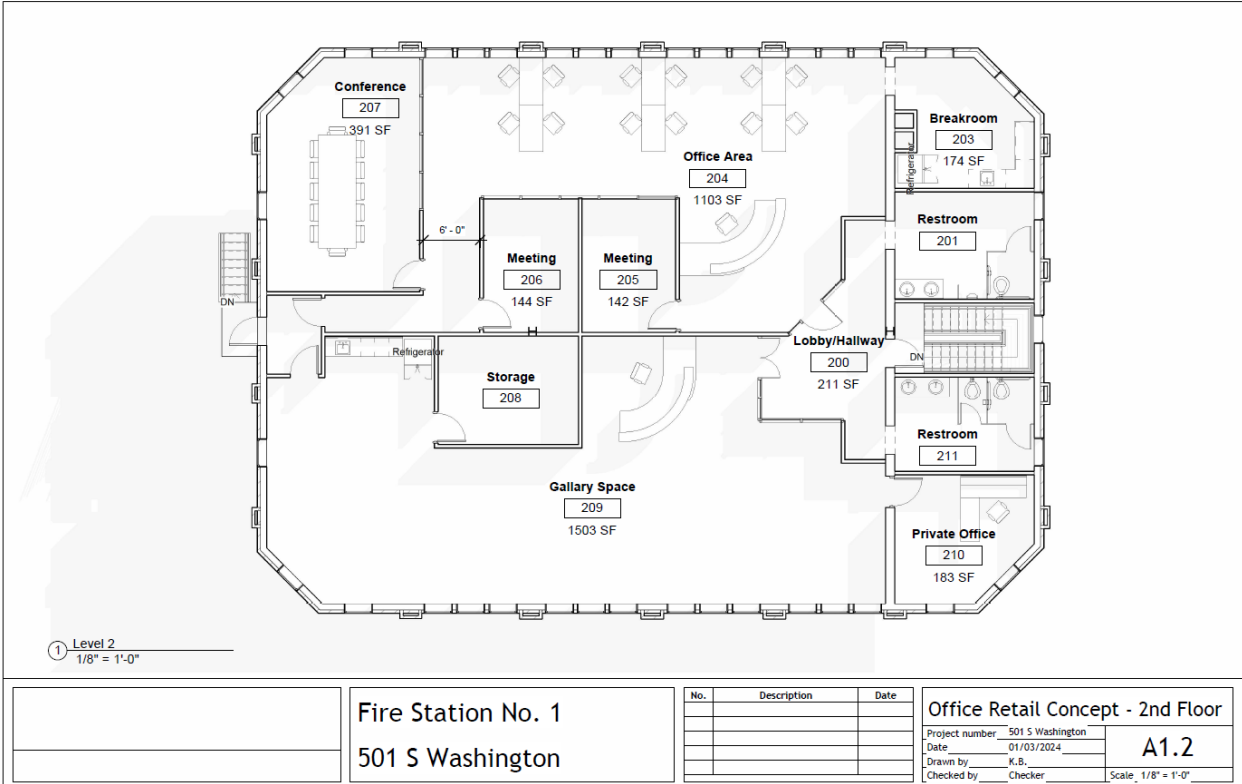
Preliminary Concept Plan



		Fire Station No. 1 501 S Washington	<table><tr><td>No.</td><td>Description</td><td>Date</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>	No.	Description	Date													Restaurant Concept - 1st Floor	
No.	Description		Date																	
			Project number	501 S Washington	A1.1															
			Date	01/03/2024																
			Drawn by	K.B.																
			Checked by	Checker																
				Scale	1/8" = 1'-0"															



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	501 S Washington		<table><tr><td>Project number</td><td>501 S Washington</td><td rowspan="4">A1.1a</td></tr><tr><td>Date</td><td>01/03/2024</td></tr><tr><td>Drawn by</td><td>K.B.</td></tr><tr><td>Checked by</td><td>Checker</td></tr></table>	Project number	501 S Washington	A1.1a	Date	01/03/2024	Drawn by	K.B.	Checked by	Checker										
Project number	501 S Washington	A1.1a																				
Date	01/03/2024																					
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Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

June 24, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # L.3

To authorize staff to award TID 25-01 400-420 S. Broadway Demolition and Site Improvements to the lowest responsive, responsible bidder, and to authorize up to \$250,000.00 in TID 22 funds for projects costs that are not eligible for grant reimbursement. (RDA Meeting June 19, 2025).

BACKGROUND

The City's Department of Public Works has released a public bidding opportunity for demolition and environmental remediation work at Redevelopment Authority-owned properties located at 400–420 S. Broadway. Commonly referred to as the former Badger Sheet Metal site, these properties are planned for redevelopment into a mixed-use project that will include affordable multi-family housing, a new fire station, fire department administration offices, a community room, and ground-floor commercial space. The site plan also includes a green infrastructure corridor and a pedestrian connection to enhance connectivity between Seymour Park and the Shipyard.

To prepare the site for redevelopment, the City and Redevelopment Authority must first complete demolition of existing structures and remediate environmental contamination. A general scope of work (Analysis of Brownfield Cleanup Alternatives) has been attached. The bid closing date for the initial cleanup work is scheduled for June 24, 2025. In order to begin work at the earliest practicable date following bid closure, staff is requesting pre-authorization to award the contract to the lowest responsive and responsible bidder.

The Redevelopment Authority has secured a \$1,000,000 Brownfields Cleanup Grant from the U.S. Environmental Protection Agency (EPA) to support the demolition and remediation activities. However, some project costs may exceed the EPA grant or fall outside eligible uses. Therefore, staff is also requesting authorization to allocate up to \$250,000 from Tax Increment District #22 (Shipyard TID) to cover any additional, non-grant-eligible expenses.

RECOMMENDATION

Approval to authorize staff to award TID 25-01 400-420 S. Broadway Demolition and Site Improvements to the lowest responsive, responsible bidder, and to authorize up to \$250,000.00 in TID 22 funds for project costs that are not eligible for grant reimbursement.

FISCAL IMPACT

The project will be funded by the RDA's \$1,000,000 Brownfields Cleanup Grant from the US EPA. The grant was awarded specifically for the cleanup of the former Badger Sheet Metal site, and does not require a local cost-share contribution. Staff is also requesting authorization to allocate up to \$250,000 from Tax Increment District #22 (Shipyard TID) to cover any additional, non-grant-eligible expenses.

ATTACHMENTS

I. ABCA for Badger Sheet Metal

Analysis of Brownfield Cleanup Alternatives

Former Badger Sheet Metal Site
Green Bay, Wisconsin
420 South Broadway and 419 S Maple Avenue

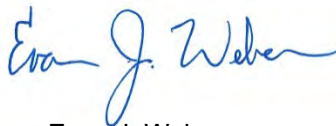
BRRTS ID: 02-05-584381 (Open ERP)
03-05-001367 (Closed LUST)

ACRES ID: 236196

Project/File:193709295

Prepared by:

Stantec Consulting Services Inc.
1165 Scheuring Road
De Pere, WI 54115



Evan J. Weber
Environmental Scientist



Lynelle P. Caine
Sr. Brownfields Project Manager



Stu Gross, PG
Sr. Brownfields Project Manager



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Certifications
Analysis Of Brownfield Cleanup Alternatives
Former Badger Sheet Metal Site
Green Bay, Wisconsin

"I, Stuart J. Gross, hereby certify that I am a hydrogeologist as that term is defined in s. NR 712.03 (1), Wis. Adm. Code, am registered in accordance with the requirements of ch. GHSS 2, Wis. Adm. Code, or licensed in accordance with the requirements of ch. GHSS 3, Wis. Adm. Code, and that, to the best of my knowledge, all of the information contained in this document is correct and the document was prepared in compliance with all applicable requirements in chs. NR 700 to 726, Wisconsin Administrative Code (WAC)."



Stu J. Gross, PG No. 1201-13

June 11, 2025

Date



"I, Hiedi A. Waller, PE, hereby certify that I am a registered professional engineer in the State of Wisconsin, registered in accordance with the requirements of ch. A-E4, Wis. Adm. Code; that this document has been prepared in accordance with the Rules of Professional Conduct in ch. A-E8, Wis. Adm. Code; and that, to the best of my knowledge, all information contained in this document is correct and the document was prepared in compliance with all applicable requirements in chs. NR 700 to 726, Wis. Adm. Code."



Hiedi A. Waller, PE

June 11, 2025

Date



Analysis of Brownfield Cleanup Alternatives
General Information

General Information

Facility:	Former Badger Sheet Metal Site Green Bay, Wisconsin
Parcel IDs	3-569 and 2-947
Size:	4.51-acres
USEPA ACRES ID:	236196
WDNR BRRTS NO.:	<u>Badger Sheet Metal Inc - 03-05-001367 (Closed LUST)</u> <u>Badger Sheet Metal Inc (Former) – LGU – 02-05-584381 (Open ERP)</u>
Property Location:	SW 1/4 of the NW 1/4 of Section 36, Township 24 North, Range 20 East, Brown County, Wisconsin
Property Owner:	Redevelopment Authority of the City of Green Bay City of Green Bay 100 North Jefferson Street Green Bay, WI 54301
Contact:	Mr. Matthew Buchanan Economic Development Specialist City of Green Bay 100 North Jefferson Street Green Bay, WI 54301 Phone: (920) 448-3396 Email: Matthew.buchanan@greenbaywi.gov
Consultant:	Stantec Consulting Services Inc. 1165 Scheuring Road De Pere, Wisconsin 54115
Contact:	Lynelle Caine Sr. Brownfields Project Manager Phone: (920) 655- 7211 Email: Lynelle.caine@stantec.com
WDNR Oversight:	Wisconsin Department of Natural Resources 2984 Shawano Avenue, Green Bay, Wisconsin 54313
Contact:	Mr. Keld Lauridsen Hydrogeologist Phone: (920) 510-8294 Email: keld.lauridsen@wisconsin.gov



Executive Summary

Stantec Consulting Services Inc. (Stantec) completed this Analysis of Brownfields Cleanup Alternatives (ABCA) on behalf of the City of Green Bay (hereinafter referred to as the City) and the Redevelopment Authority (RDA) of the City of Green Bay for the redevelopment of two parcels situated at 420 South Broadway and 419 South Maple Avenue in the City of Green Bay, Wisconsin (herein referred to as the “the Property”). The parcels make up what is known as the former Badger Sheet Metal redevelopment site, which is bound by Arndt Street to the north, South Broadway to the east, South Maple Avenue to the west, and Wisconsin Central Limited railroad tracks to the south. This ABCA was prepared utilizing the framework provided in ch. NR 722 Wisconsin Administrative Code (WAC) (NR 722) for a Remedial Action Options Report (RAOR).

The Property, depicted on **Figure 1**, is situated within the City and is currently zoned for mixed-use allowing both commercial and residential use. In total, the Property occupies approximately 4.5-acres west of the Fox River between South Broadway to the East, Arndt Street north, South Maple Avenue West, and Wisconsin Central Limited Railroad tracks to the south. The parcel at 419 South Maple Avenue (Parcel #2-947), accounts for roughly 2.3-acres of the Property and contains one single-story building totaling approximately 5,000 square feet. The parcel at 420 South Broadway (Parcel #3-569) totals approximately 2.2-acres and is occupied by four interconnected single-story buildings totaling approximately 39,000 square feet. All structures are connected and designed primarily as metal sided warehouses. The layout of the Property parcels and buildings of the Site are depicted on **Figure 2**. The United States Environmental Protection Agency (U.S. EPA) Assessment, Cleanup and Redevelopment Exchange System (ACRES) identification number associated with this Property is 236196.

As documented in previous environmental assessments conducted by Stantec between 2018 and 2022, residual soil and groundwater impacts associated with prior commercial/industrial use and placement of historic fill are present and will complicate redevelopment, as summarized below.

Soil - Soil contaminants, primarily polynuclear aromatic hydrocarbons (PAHs) and Resource Conservation and Recovery Act (RCRA) metals, are widespread across the Property at concentrations in excess of residual contaminant levels (RCLs) based on protection of groundwater and direct contact exposure. Multiple volatile organic compounds (VOCs) including benzene and perchloroethylene (PCE) were identified within soil on the approximate southern half of the Property exceeding respective ch. NR 720 WAC (NR 720) groundwater pathway RCLs. Benzene in one boring (B15) exceeded the non- industrial direct contact RCL. While no individual detections of polychlorinated bi-phenyl (PCB) compounds exceeded regulatory thresholds, two samples exceeded the groundwater pathway RCL for total PCBs.

Groundwater - Groundwater sampling results indicate that soil containing RCRA metals, PAHs, and PCBs in excess of RCLs based on groundwater protection are not having a significant adverse impact on groundwater quality. Arsenic was the only metal detected exceeding the ch. NR 140 WAC (NR 140) enforcement standard (ES) at one sampled location. Various PAHs have been identified in groundwater from three wells exceeding the NR 140 ESs but are relatively stable or decreasing. Petroleum volatile organic compounds (PVOCs) identified in groundwater are limited to two wells (TW15 & TW16) near a



Analysis of Brownfield Cleanup Alternatives

Executive Summary

former automotive maintenance shop and appear to be decreasing. To support case closure of the open Bureau of Remediation and Redevelopment Tracking System (BRRTS) case associated with the Property, a minimum of two additional rounds of groundwater monitoring from select wells for PAHs, arsenic, and/or PVOCs will likely be needed to document that contaminant concentrations in groundwater are stable or decreasing.

Vapor - The current use of the buildings was first evaluated to determine the potential exposure risk. It is our understanding that the existing buildings are primarily used for storage with minimal day-to-day occupancy. Given the extremely limited occupancy of the other buildings, vapor intrusion does not currently appear to pose a concern.

Vapor intrusion concerns will be further addressed as part of the planned future use of the Property due to soil and/or groundwater with residual VOC impacts onsite which may extend beneath areas of proposed redevelopment. Depending on final reuse plans and building alignments, residual VOC impacts could pose a threat to indoor air quality due to vapor intrusion.

Asbestos, Lead-Based Paint, and Restricted Waste – Assessment activities identified asbestos containing materials (ACMs), lead based paint (LBP), and regulated waste (RW) at multiple locations throughout the property buildings at 420 South Broadway and 419 South Maple Avenue. The identified waste will require abatement or proper handling and disposal prior to building demolition.

Remedial action activities are warranted to facilitate redevelopment at the Property. Based on the evaluation described herein, the selected remedial approach proposed to be funded under the FY2023 USEPA Brownfield Cleanup Grant includes:

- Demolition of buildings 3 and 4 depicted on **Figure 10** including abatement of asbestos containing materials and/or lead based paint, to allow for further assessment (as needed) and remediation of underlying impacted soil and/or groundwater;
- Excavation and landfill disposal of petroleum impacted soil;
- Excavation of impacted soil to construct the proposed greenway and restoration of a dry or wet basin that duplicates the footprint of a portion of the former slough to help manage regional flood events;
- Onsite management and/or landfill disposal of RCRA metal, PAH, and/or VOC impacted soils excavated during greenway construction. Note all VOC impacted soil would need to be managed through off-site landfill disposal; and
- Installation of imported soil and/or impermeable surface (i.e. asphalt, concrete and/or pavers) caps associated with greenway construction.

Additional remedial activities which will not utilize potential FY2023 USEPA Brownfield Cleanup Grant funds and therefore not evaluated in this ABCA are likely to include:

- Demolition of buildings 1 and 2 at 402 and 420 South Broadway including abatement of asbestos containing materials and/or lead based paint;



Analysis of Brownfield Cleanup Alternatives

Executive Summary

- Excavation, reuse, and/or disposal of impacted materials to facilitate the proposed private mixed-use development north of the greenway;
- Installation of engineered caps consisting of imported soil or impermeable surfaces (i.e., turf, asphalt, concrete and/or buildings) as a part of the proposed private mixed-use development north of the greenway;
- Installation of clay plugs in new utility trenches to minimize preferred contaminant migration pathways;
- Installation of building control technologies (BCTs) in newly constructed buildings north of the greenway;
- Post-construction sub-slab vapor sampling in newly constructed buildings north of the greenway;
- Groundwater monitoring as needed following soil excavation; and
- Establishing additional institutional controls/continuing obligations and maintenance plans to provide for long-term operation of BCTs.



Acronyms / Abbreviations

ABCA	Analysis of Brownfields Cleanup Alternatives
ACM	Asbestos Containing Materials
ACRES	Assessment, Cleanup and Redevelopment Exchange System
BCT	Building Control Technologies
BRRTS	Bureau of Remediation and Redevelopment Tracking System
ES	Enforcement Standard
fbg	feet below grade
GCG	General Capital Group
LBP	Lead Based Paint
LGU	Local Governmental Unit
MM	Million
MMP	Material Management Plan
PAH	Polynuclear Aromatic Hydrocarbons
PCB	Polychlorinated Bi-Phenyl
PCE	Perchloroethylene
PVOC	Petroleum Volatile Organic Compounds
RAOR	Remedial Action Options Report
RCL	Residual Contaminant Levels
RCRA	Resource Conservation and Recovery Act
RDA	Redevelopment Authority
RW	Regulated Waste
U.S. EPA	United States Environmental Protection Agency
VOC	volatile Organic Compounds
WAC	Wisconsin Administrative Code
WDNR	Wisconsin Department of Natural Resources



1 Background Information

Stantec completed this ABCA on behalf of the City and the RDA for the Property utilizing the framework provided in NR 722 for a RAOR. The Property consists of all portions of three contiguous parcels of land owned by the RDA totaling approximately 4.51 acres in a former commercial and industrial portion of the City. The location of the Property is illustrated on **Figure 1** and in further detail on **Figure 2**. The table below summarizes the parcel identification numbers and addresses which compose the Property. The table also corresponds the Wisconsin Department of Natural Resources (WDNR) BRTS case numbers and existing USEPA ACRES identification number associated with the combined parcel.

420 South Broadway	419 South Maple Avenue
Parcel #3-569	Parcel #2-947
BRTS ID: 03-05-001367 (Closed LUST) BRTS ID: 02-05-584381 (Open ERP)	BRTS ID: 02-05-584381 (Open ERP)
ACRES ID: 236196	

The redevelopment will compliment work already occurring within the City's Downtown South Broadway corridor which includes the Shipyard Redevelopment Site, a 12.5-acre vacant former industrial coal yard being developed for mix-use redevelopment and public greenspace along the Fox River. The Shipyard is currently under construction utilizing awarded USEPA cleanup grant funds to aid project completion.

1.1 Historic Property Use/Occupancy

From at least 1883 to 1907, the Property was primarily occupied by multiple residential homes with a former slough running through a substantial portion of the Property connecting to the Fox River to the east. The slough was filled sometime between 1907 and 1936 after which the southern portion of the Property was used for industrial purposes including a small tin shop, multiple warehouses, and at least four railroad spurs. During this time, the remainder of the Property was occupied by Badger Sheet Metal Works which included large warehouses and shops until approximately 2010. The Property buildings were later sectioned off and rented out to multiple small industrial and commercial business tenants including two automotive repair shops, a crane company, and a photo advertising business.

Current Ownership and Use of the Former Badger Sheet Metal Site

A Phase I ESA which describes the Property was completed by Stantec per the All-Appropriate Inquiries rule detailed in 40 CFR §312.21 utilizing ASTM E1527-13 on behalf of the current owner on February 26, 2018. A Phase II ESA of the Property was then completed by Stantec on June 8, 2018. Following the due diligence, the RDA acquired the Property on August 19, 2018, for the purpose of blight elimination and subsequently received a Local Governmental Unit (LGU) Environmental Liability Exemption from WDNR per ch. 292.11(9) WAC under WDNR BRTS Case Number 02-05-584381.



Analysis of Brownfield Cleanup Alternatives

1 Background Information

Since taking ownership, the RDA has maintained compliance with the LGU exemption required continuing obligations and no records have been identified indicating the RDA is considered potentially liable or known to be affiliated with any other person that is potentially liable for contamination at the Property. The proposed redevelopment for the Property is provided in **Appendix A** and includes mixed commercial/residential and greenspace reuse.

1.2 Environmental Site Investigations

2018 Phase I ESA - Stantec completed a Phase I ESA at the Property during February 2018 (Stantec, 2018a) and identified the following recognized environmental conditions in connection with the Property:

- The historic use of the Property for sheet metal manufacturing, warehousing, automotive repair, and painting;
- The historic transfer and storage of bulk petroleum products on the Property associated with the sheet metal manufacturing facilities;
- Potential undocumented contamination from a release of paint and solvents during a 2016 fire on the Property;
- The historic presence of rail-road spurs on the Property and use of a railway immediately adjacent to the Property; and
- The presence of fill from an unknown source at the Property. Fill is well documented in this part of the City and has been found to contain PAHs and metals. Additional investigation is warranted to evaluate if potential industrial fill has impacted soil and groundwater at the Site.

Full findings and opinions of the Phase I ESA can be found in the assessment report dated February 26, 2018.

Phase II ESA and Site Investigations - Stantec completed multiple Site assessments/investigations at the Property using funds from two hazardous substance and petroleum brownfield assessment grants awarded to the City by the USEPA in FY2017 under Cooperative Agreement Number BF 00E02279-0 and in FY2019 under Cooperative Agreement Number BF 00E02715-0. Soil and groundwater sample locations performed at the Property are illustrated on **Figure 3** and **Figure 4**, respectively. Results from the Stantec 2018 through 2022 assessments are summarized below and impacts delineated on **Figures 5 - 9**.

Soil - Data collected during the SI and previous assessment activities indicates that soil contaminants, primarily PAHs and RCRA metals, are widespread across the Property at concentrations in excess of NR 720 RCLs based on protection of groundwater and direct contact exposure. Multiple VOCs including benzene and PCE were identified within soil on the approximate southern half of the Property where the green way is proposed to be constructed which exceed respective NR 720 groundwater pathway RCLs. Benzene in one boring (B15) exceeded the non-industrial direct contact RCL and is associated with a release of petroleum products identified at the Property. While no individual detections of PCB compounds exceeded regulatory thresholds, two samples exceeded the groundwater pathway RCL for total PCBs.



Analysis of Brownfield Cleanup Alternatives

1 Background Information

The greatest impact to soil quality is the sitewide historic fill containing elevated levels of PAHs and various RCRA metals including arsenic and lead. Due to the large quantity of historic fill materials present across the Property, historic fill will require proper management and/or reuse onsite. Sitewide engineered barriers/caps will need to be constructed to prevent direct contact with residual soil impacts. The engineered barriers will be maintained with a continuing obligation/institutional control.

VOC impacts to soil appear attributable to a historic release of petroleum on the southeastern portion of the Property and sporadic locations likely associated with historic fill. Based on future development plans, VOC impacted soil will require excavation and disposal to prevent the potential for vapor intrusion and soil acting as a continuing source of groundwater contamination. Sporadic detections of VOCs detected on the southern part of the Property will be excavated as a part of the green way construction to prevent contaminant migration into ground water or surface water.

Groundwater - Sampling results of the SI and previous assessments indicate that soil containing RCRA metals, PAHs, and PCBs in excess of RCLs based on groundwater protection are not having a significant adverse impact on groundwater quality. Arsenic in MW18 was the only metal detected exceeding the NR 140 ES. Various PAHs have been identified in groundwater from three wells exceeding the NR 140 ESs but are relatively stable or decreasing. Petroleum VOCs identified in groundwater are limited to two wells (TW15 & TW16) near a former automotive maintenance shop and appear to be decreasing. The estimated extent of groundwater contamination is provided on **Figure 9**.

Vapor Intrusion - The current use of the buildings was evaluated to determine the potential exposure risk. It is understood the existing buildings are primarily used for storage with minimal day to day occupancy except for the barber shop on the northeast corner of the Property. This barbershop is not considered to be a risk to vapor migration because of its distance from the areas of known VOC impacts. Given the extremely limited day to day occupancy of the other buildings, vapor intrusion does not currently appear to pose a concern. Vapor intrusion concerns will be further addressed as part of the planned future use of the Property. If soil and/or groundwater VOC impacts are not fully addressed as part of this cleanup, a BCT may be required in new public and private building construction projects.

Pre-Demolition Assessment: Asbestos, Lead-Based Paint, and Restricted Waste: A pre-demolition assessment of ACM, LBP, and RW materials at 420 South Broadway and 419 South Maple Avenue in December 2021. Per the assessment results, ACM, LBP, and RW were identified at multiple locations throughout the property buildings at the Site. The identified waste will require abatement or proper handling and disposal prior to building demolition.



2 Remedial Action Options Evaluation

2.1 Proposed Property Redevelopment

The redevelopment of the Badger Sheet Metal site is part of a larger neighborhood revitalization effort that involves the cleanup and redevelopment of several area brownfield sites, including the Shipyard and C. Reiss coal pile properties along South Broadway in the City's Downtown Broadway District. In early 2021, the City of Green Bay approved a Brownfield Redevelopment Plan for the Shipyard Corridor, including the Badger Sheet Metal property. The plan was made possible through a technical assistance grant from the USEPA, and it establishes a clear vision for the Property that includes high density housing over ground floor retail uses. The plan also envisions a greenway on the south end of the site that follows the path of a historic slough that was formerly on the property but was filled in the early 1900s. As a result, the area is prone to flooding. The greenway would incorporate green infrastructure to help alleviate flooding, while also providing a new pedestrian connection between the local Seymour Park neighborhood, the City's planned Shipyard redevelopment, and ultimately the Fox River. The City has partnered with a private developer to implement the vision with the goal of starting redevelopment in 2023.

Planned Public improvements include:

- Brownfield Remediation – Previous industrial uses impacted the Property with significant levels of soil contamination. Starting in 2025, the City intends to begin demolition of the existing building structures and remediating contamination, with the assistance of state and federal grants when possible. This work will have a notable impact on the environment and residents' quality of life. It will reduce offsite migration of contaminants via airborne dust, stormwater, and groundwater migration, directly improving residents' health conditions, especially for the neighborhood's sensitive populations that makeup a significant proportion of area population.
- Green Infrastructure Corridor – A public greenway is planned along the path of a historical slough that once present at the property. This greenway would incorporate innovative green infrastructure to help alleviate flooding issues that have frequently impacted the area. The greenway would also offer an improved pedestrian connection between the Seymour Park neighborhood to the west and the Shipyard and Fox River to the east.

Private improvements include:

- Investments in Housing – In May 2025, the City approved a Planning Option with General Capital Group (GCG) that supports the construction of a 93-unit four-story residential apartment building worth over \$25-million. The development option also leaves the door open to additional residential development on the 419 South Maple Street parcel to be completed at a later date. The development will help the community address its housing shortage by directly reducing demand on low and middle-income units in the City.
- Neighborhood Business Support – GCG's project includes ground floor commercial space along Broadway and intends to fill those spaces with established neighborhood businesses currently operating on brownfield sites.



- City Fire Station – GCG will partner with the City to develop a new state-of-the-art fire station for the neighborhood west of the Fox River. The new facility will consolidate two aging stations to provide better emergency services to the community.

2.2 Cleanup Standards and Applicable Laws

Although the City has an LGU exemption granted under ch. 292.11(9) WAC, remedial activities proposed under this ABCA will be completed per the requirements of ch. NR 700 WAC. The WDNR will provide regulatory oversight of the project, including reviewing/approving plans and reports described in Section 3 of this ABCA.

Cleanup soil quality standards are established in NR 720 and groundwater quality standards are established in NR 140. Criteria for beneficial reuse of soil/fill at the Property are established under ch. NR 718 WAC. Toxicity thresholds specified in 40 CFR 261 will be used to determine proper waste/material management. Impacted soil/fill generated during excavation will be managed per ch. NR 600 WAC and ch. NR 500 WAC.

2.3 Remedial Action Options Evaluation

Based on impacts identified to date, remedial action activities are warranted to facilitate redevelopment at the Property described in Section 2.1. An evaluation of three remedial options to be funded under the FY2023 USEPA Brownfield Cleanup Grant was conducted utilizing criteria presented in ch. NR 722.07(4) WAC and ch. NR 722.09(2m) WAC to address legacy environmental impacts to facilitate redevelopment for non-industrial purposes. Additional remedial activities not being funded under the FY2023 USEPA Brownfield Cleanup Grant (and therefore not evaluated in detail in this ABCA) are summarized in Section 3.8. As summarized on **Table 1**, the remedial options evaluated under this ABCA for FY2023 USEPA Brownfield Cleanup Grant funding include the following:

1. Natural Attenuation (no action).
2. Excavate all PVOs impacted near the former automotive repair shop including razing two existing buildings to allow access to impacted soils; abatement/proper handling of ACMs, LBP, and RW in buildings prior to demolition; excavate all impacted soils in the proposed greenway and transport offsite for disposal at a licensed solid waste landfill; backfill with clean fill materials to final grade.
3. Excavate VOC impacted soil providing an ongoing source to groundwater contamination with off-site landfill disposal including razing two existing buildings to allow access to impacted soils; abatement/proper handling of ACMs LBP, and RW in buildings prior to demolition; limited excavation of soil with RCRA metals, PAH and/or PCB impacts with on-site management and installation of engineered caps and off-site disposal of excess material; followed by establishing institutional controls to manage residual soil and/or groundwater impacts.

In general, each remedial option is considered technically feasible; however, the short-term and long-term effectiveness of each remedial option's capability to be protective of public health, safety, or welfare or the environment, a reasonable alternative, resilient in addressing potential adverse impacts caused by extreme weather events, and the cost associated with each approach varies greatly.



Analysis of Brownfield Cleanup Alternatives

2 Remedial Action Options Evaluation

Alternative 1 - Although the cost to implement remedial Alternative 1 is the least of the three options, natural attenuation of constituents associated with residual impacts is limited. The overall magnitude, mobility, and toxicity of impacts would not decrease to background, non-detectable, or nonregulated concentrations within a reasonable timeframe. Following redevelopment, impacts would be near sensitive receptors and impacts could be mobilized during extreme weather events if not remediated. Therefore, Remedial Alternative 1 is not considered a viable approach.

Alternative 2 - Excavation and offsite disposal of impacted soils proposed in Alternative 2 will be effective in long-term elimination of the mobility, toxicity, and magnitude of residual soil impacts. However, the cost for Alternative 2 is excessive (estimated \$2.125 million [MM]). Further, Alternative 2 will require transporting a considerable volume of soil to a landfill for disposal (estimated 18,500 cubic yards) and require a similar volume of clean fill to be imported to the Property to bring the Property back to current grade. Therefore, Alternative 2 is not considered a viable option.

Alternative 3 - Under Remedial Alternative 3, approximately 9,225 cubic yards of VOC, RCRA metal, PAH and/or PCB-impacted soil will be excavated and disposed of at a licensed solid waste landfill or reused as appropriate on-site. Clean fill would then be imported to achieve the desired grade of the Property and cap the remaining contamination remaining. Capping the Site with 18 inches of clean soil and/or impermeable surface (i.e. biking/pedestrian path) will result in creating an engineered barrier suitable to prevent direct contact with residual soil impacts while mitigating the risk for potential adverse impacts caused by extreme weather events (such as mobilization of impacts during flood events). Additional groundwater monitoring and completion of the hardscape engineered barriers/caps outside of the future greenway is beyond the scope of this proposed cleanup but will likely include Property amenities (e.g., buildings, parking lots, sidewalks, etc.) to be completed directly by the developer.

Remedial Alternative 3 will cost-effectively provide long-term reduction in the mobility, toxicity, and magnitude of existing impacts. Institutional controls will provide for long-term maintenance of the engineered barrier and will prevent groundwater consumption. Remedial Alternative 3 is considered the most reasonable and cost-effective approach to facilitate proposed redevelopment. Remedial Alternative 3 is the selected remedial alternative based on its short-term and long-term effectiveness, ability to be implemented within the proposed development, restoration time frame, economic feasibility, and sustainability.



3 Selected Remedial Action Option

3.1 Selected Remedial Action Option to be Funded Under the FY2023 U.S. EPA Brownfield Cleanup Grant

The selected remedial action option to be funded under the FY2023 USEPA Brownfield Cleanup Grant includes up to five elements described below:

Raze Site Buildings – In order to access impacted soil and/or groundwater for remediation and further assessment as needed, removal of building 3 and 4 as depicted on **Figure 2** and **Figure 10** is necessary. The existing buildings are blighted and underutilized and will be demolished as part of this task. ACM, LBP, and RW will be abated as needed prior to demolition and/or properly managed during the demolition work.

***Note** – Buildings 1 and 2 will also be demolished as a part of the proposed redevelopment. However, the cost to demolish buildings 1 and 2 will be funded privately and not utilize USEPA awarded cleanup funds.*

Excavation and Landfill Disposal of VOC impacted Soil – As part of this task, VOC impacted soil that is a continuing source of groundwater impacts will be excavated and hauled off-site for disposal at a solid waste facility. Select soil with perceived petroleum impacts may be placed on the landfill bio-pile to allow natural attenuation of residual petroleum impacts and beneficial reuse. Any VOC impacted soil identified within the footprint of the proposed greenway would be removed and transported for landfill disposal to address potential surface water impacts to restored dry/wet basin constructed within the footprint of a portion of the former slough. Prior to the start of excavation activities, representative samples of soil targeted for offsite disposal will be collected and submitted to an analytical laboratory for waste characterization. Based on the results of the sampling, one or more waste profiles will be established with a licensed solid waste landfill one for the VOC impacted soil and another for the remainder of the material. Soil to be excavated onsite is depicted on **Figure 10**.

Excavation and Offsite/Onsite Disposal of PAH, RCRA Metal and PCB Impacted Soil and Installation of Caps – To facilitate the construction of the greenway, surficial soil will be excavated to allow for the placement of an engineered cap (i.e., asphalt bike path/pedestrian trail and/or 18 inches of clean soil cap). Soil will also be excavated in the greenway to create a depression, mimicking the flow path of the former slough, which will serve as a means to help reduce flooding risks by providing temporary storage, improve stormwater runoff quality, and enhance the aesthetics of the greenway. It is anticipated the depression would extend east to west for the length of the property and be excavated to approximately 3-6 feet below grade (fbg) to allow the installation of a 2-foot clay liner on the base and sides. All excavated soil containing PAHs, RCRA metals, and/or PCBs would first be reused on-site and capped with an engineered barrier with excess material disposed of off-site. A Material Management Plan (MMP) will be completed and submitted to WDNR for approval for managing PAH, RCRA metal, and PCB impacted soils on-site. The MMP will describe the soils targeted for reuse on-site with an engineered barrier (e.g., quality, placement location, placement depth, etc.) and outline contingency plans for managing fluids (e.g., infiltrated groundwater,



Analysis of Brownfield Cleanup Alternatives

3 Selected Remedial Action Option

stormwater, etc.) and/or other materials encountered during construction. Soil to be excavated onsite is depicted on **Figure 10**.

Remedial Action/Post Construction Documentation Report and Establishing Institutional Controls -

A documentation report will be prepared following the excavation and offsite disposal of impacted soils and construction of the engineered barriers. Following construction of the engineered barrier, a request for closure for the greenway area will be prepared and the Site listed on the WDNR GIS Registry. The listing will serve as a continuing obligation/institutional control to restrict groundwater consumption and restrict disturbance of the engineered barrier. The GIS Registry will provide for notification of residual impacts to soil and groundwater and will include an annual engineered barrier maintenance plan.

Engineering, Remedial Design, Permitting, Program Management, and Community Outreach -

Engineering and remedial design services, procurement of necessary permits to design the greenway, permit and complete the proposed cleanup activities, onsite oversight of contractor work, and cooperative agreement/grant management (including project progress reporting to U.S. EPA), and community outreach activities will be performed.

3.2 Schedule

A proposed schedule for the implementation of Remedial Alternative 3 is presented on the table below.

Schedule for Remedial Alternative 3

Task #	Task Description	Weeks to Complete
1	Raze Site Buildings and ACM, LBP, RW Abatement/Disposal	4 - 8 Weeks, Depending on Construction Schedule
2	Excavation and Landfill Disposal of VOC Impacted Soil	6 - 8 Weeks, Depending on Construction Schedule
3	Excavation and Offsite/Onsite Disposal of PAH, RCRA Metal and PCB Impacted Soil and Installation of Caps	6 - 16 Weeks, Depending on Construction Schedule, and Consecutively with Task 2.
4	Remedial Action/Post Construction Report and Establishing Institutional Controls	2–4 Weeks
5	Engineering, Remedial Design, Permitting and Program Management, and Community Outreach	Duration of Remedial Alternative 3 (Anticipated to be 3-8 Months)

3.3 Estimated Cost

The FY2023 USEPA Brownfield Cleanup Grant will provide \$1M for eligible cleanup activities. Per USEPA FY2023 guidelines, the grantee is no longer required to provide a match. A preliminary estimate of the total cost for implementation of Remedial Alternative 3 (\$1M USEPA grant) is presented on the table below.



Analysis of Brownfield Cleanup Alternatives

3 Selected Remedial Action Option

Cost Estimate for Remedial Alternative 3

Item	Estimated or Assumed Value
Raze Site Buildings and ACM, LBP, RW Abatement/Disposal	\$123,200
Excavation and Landfill Disposal of VOC Impacted Soil	\$407,100
Excavation and Offsite/Onsite Disposal of PAH, RCRA Metal and PCB Impacted Soil and Installation of Caps	\$434,700
Remedial Action/Post Construction Report and Establishing Institutional Controls	\$15,000
Engineering, Remedial Design, Permitting and Program Management, and Community Outreach	\$93,000*
Total Remedial Cost	\$1,073,000

* Includes City Supply Costs of \$2,000 for Community Outreach and City Travel Costs of \$6,000 to attend two USEPA Brownfield Conferences

3.4 Restoration Time Frame

As described in Section 3.2, implementation of Remedial Alternative 3 is anticipated to take 5-8 months to complete, pending the construction schedule and contractor availability. Long-term maintenance may include annual inspections of the engineered barrier.

3.5 Performance Measures

Confirmation samples will be collected from the areas where VOC impacted soil is removed to document the source soil has been adequately removed. This will be completed through a combination of soil samples collected with a Geoprobe prior to completion of the excavation or samples collected from the excavation sidewalls during the proposed work. Confirmation of cap installation and cap thickness in landscaped areas will be completed. Post-construction monitoring will be performed outside the scope of this work to document the impacts on source soil removal on groundwater quality.

3.6 Treatment Residuals

No additional treatment of residuals is anticipated as part of the proposed work.

3.7 Sustainable Remedial Action Considerations

The described remedial approach relies on utilizing an engineered barrier with minimal soil excavation and on-site reuse of impacted soil where feasible. This approach minimizes transporting soil for offsite disposal in a landfill. Petroleum soils that are removed from the Property may be added to a bio-pile at the solid waste



landfill to facilitate natural attenuation of residual impacts. Low sulfur diesel can be used, and a no-idle policy will reduce the carbon footprint. The south end of the Property will be restored to a greenway which includes a public pedestrian walkway/bike path and restoration of a dry or wet basin that duplicates the footprint of a portion of the former slough to help manage regional flood events. The entire greenway will provide a means of green infrastructure within a highly developed area of the City.

3.8 Additional Remedial Actions

This ABCA evaluated a set of remedial actions to be funded under the FY2023 USEPA Brownfield Cleanup Grant to address residual soil and groundwater impacts at the former Badger Sheet Metal site. Additional remedial actions to be discussed in a RAP not described in this ABCA could, if required by WDNR, include:

- Demolition of the remainder of the buildings at the Site including abatement of ACM, LBP and/or RW;
- Excavation, reuse, and/or disposal of impacted materials to facilitate the proposed private mixed-use development north of the greenway;
- Installation of engineered caps consisting of imported soil or impermeable surfaces (i.e., turf, asphalt, concrete and/or buildings) as a part of the proposed private mixed-use development north of the greenway;
- Installation of clay plugs in new utility trenches to minimize preferred contaminant migration pathways;
- Installation of BCTs in newly constructed buildings north of the greenway;
- Post-construction sub-slab vapor sampling in newly constructed buildings north of the greenway;
- Groundwater monitoring as needed following soil excavation; and
- Establishing additional institutional controls/continuing obligations and maintenance plans to provide for long-term operation of BCTs.



4 References

Stantec, 2018a, Phase I Environmental Site Assessment, 402 & 420 South Broadway; 419 South Maple Avenue; Green Bay, Wisconsin, February 26, 2018.

Stantec, 2018b, Phase II Environmental Site Assessment, Badger Capital Investment Properties, 402 & 420 South Broadway; 419 South Maple Avenue, Green Bay, Wisconsin, June 8, 2018.

Stantec, 2019, 10th Street Railroad Property, Green Bay, Wisconsin, Phase I Environmental Site Assessment, March 21, 2019.

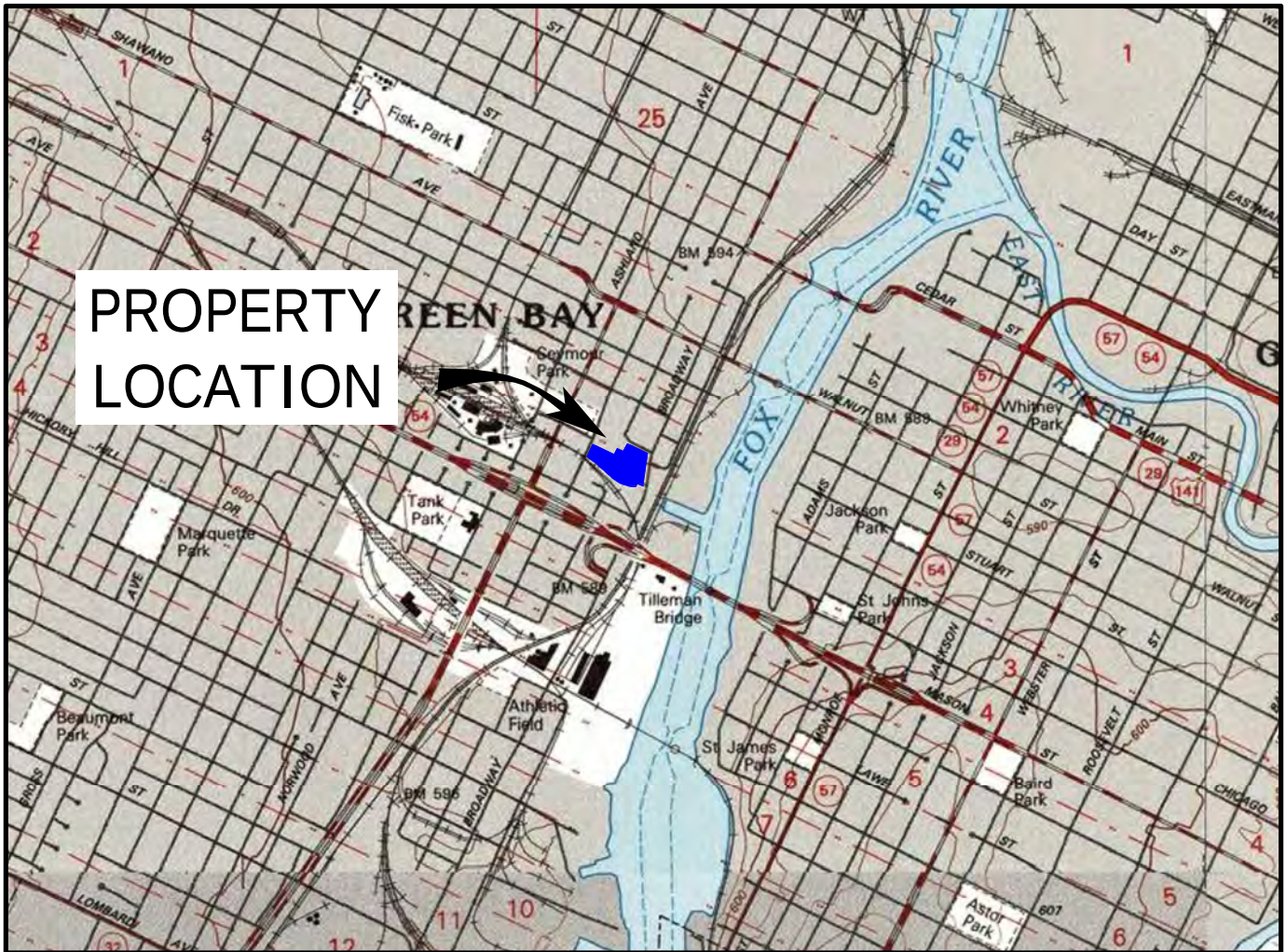
Stantec, 2021, NR716 Limited Site Investigation, Badger Sheet Metal Parcels, 420 South Broadway & 419 South Maple Avenue, Green Bay, Wisconsin, March 3, 2021.

Stantec, 2022, Site Investigation & Proposed Remedial Action Plan; Badger Sheet Metal Parcels, 402 & 420 South Broadway; 419 South Maple Avenue, Green Bay, Wisconsin, September 30, 2022.



Figures





PROPERTY
LOCATION

SCALE IN FEET

1" = 2000'



CONTOUR INTERVAL 10 FEET

NATIONAL GEODETIC VERTICAL DATUM OF 1929



QUADRANGLE LOCATION

BASE MAP SOURCE: USGS 7.5 MINUTE QUADRANGLE, GREEN BAY WEST, WISCONSIN, 1992 (NATIONAL GEOGRAPHIC HOLDINGS, INC.)



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PROPERTY LOCATION & LOCAL TOPOGRAPHY

BADGER SHEET METAL PARCELS
402, 420 S BROADWAY; 419 S MAPLE AVENUE; 421 ARNDT STREET
GREEN BAY, WISCONSIN

DATE: 09/26/22

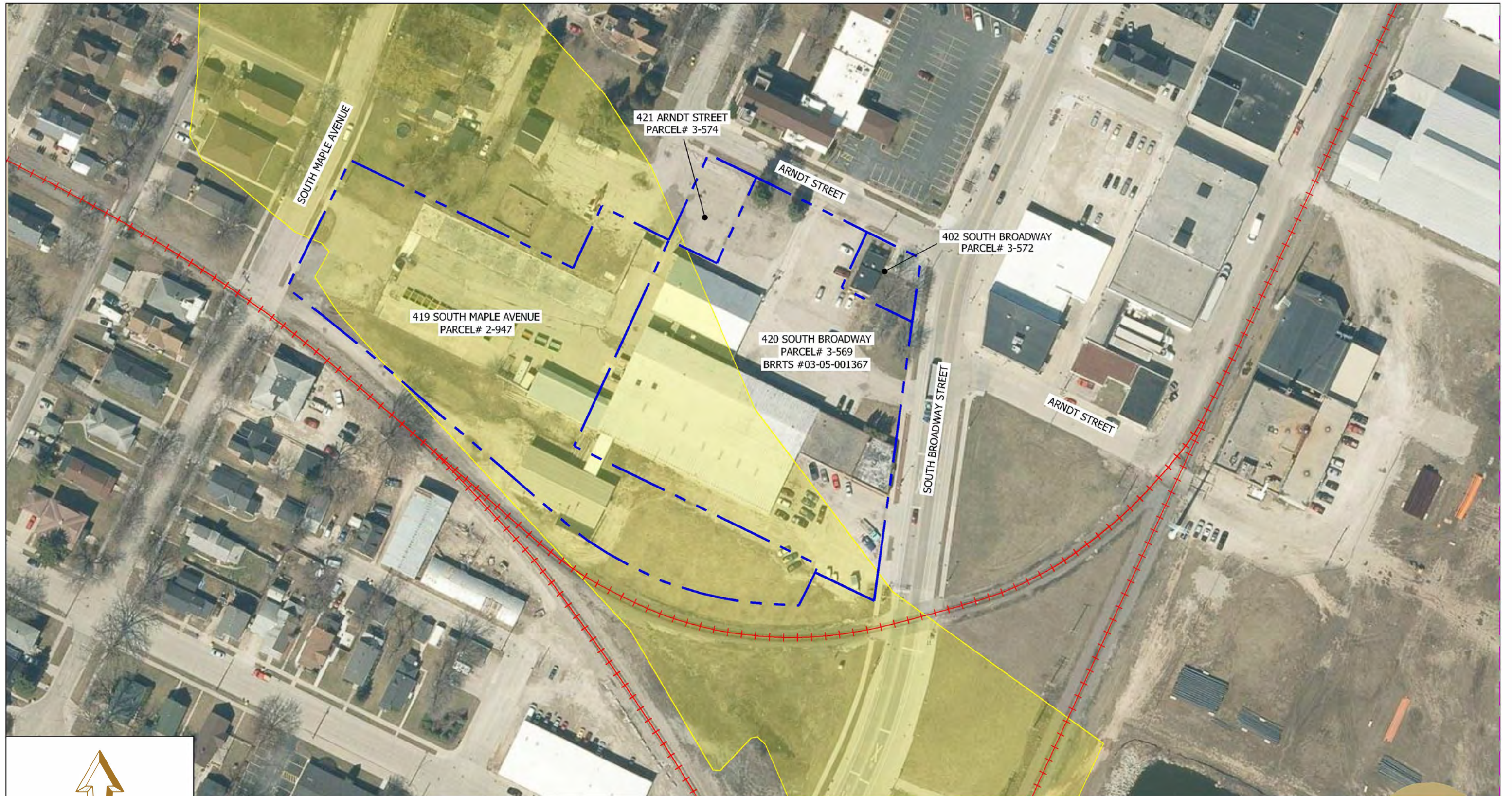
DRAWN BY: JRB

PROJECT MANAGER: LPC

PROJECT NUMBER:

193707526

FIGURE 1



SCALE IN FEET



LEGEND



APPROXIMATE PROPERTY LINE



EXISTING RAILROAD LINE



APPROXIMATE FORMER SLOUGH



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DRAWN BY: JRB

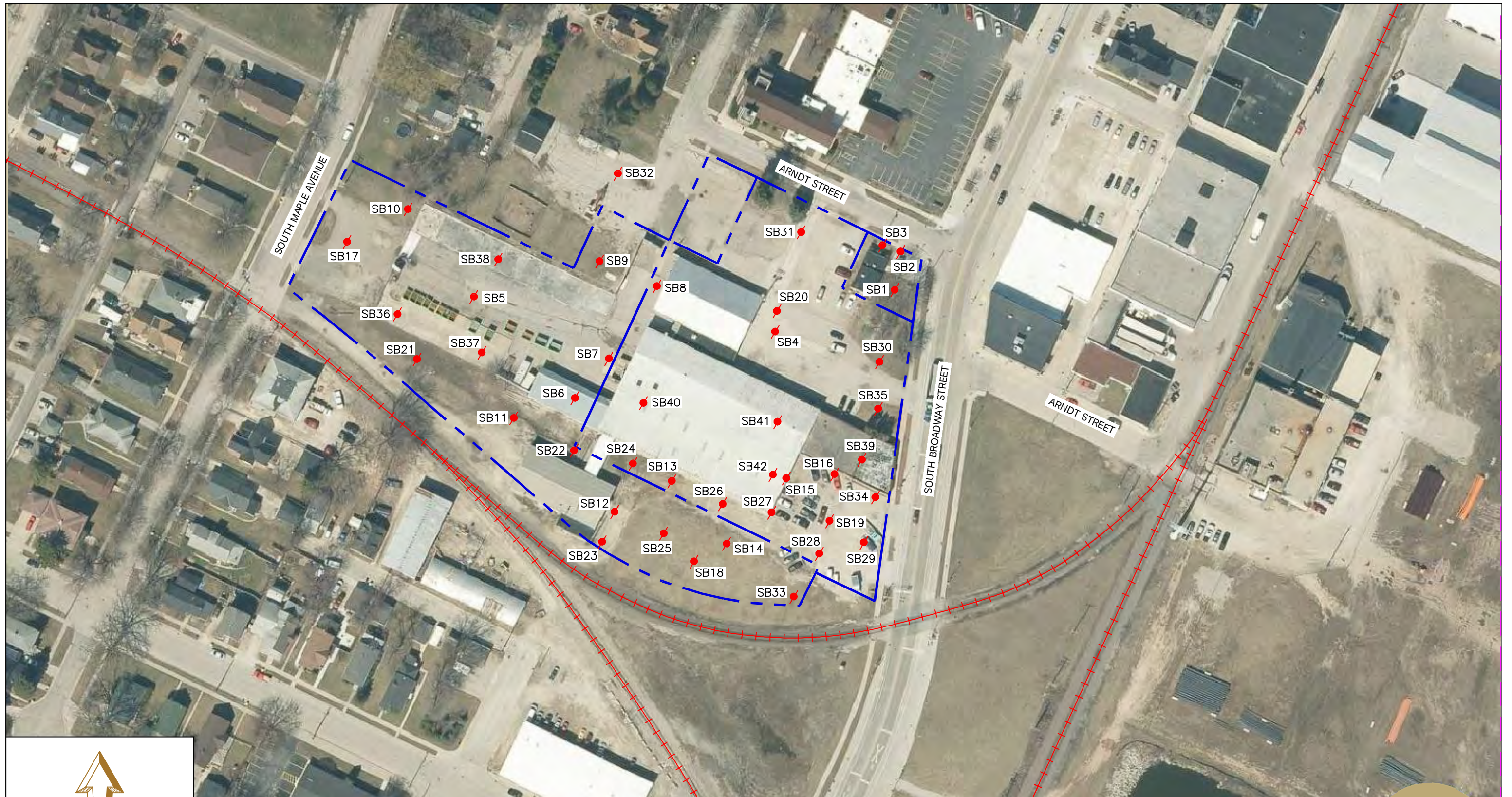
PROJECT MANAGER: LPC

PROPERTY LAYOUT

BADGER SHEET METAL PARCELS
402, 420 S BROADWAY; 419 S MAPLE AVENUE; 421 ARNDT STREET
(PARCELS #3-572, #3-569, #2-947, #3-574)
GREEN BAY, WISCONSIN

PROJECT NUMBER: 193707526

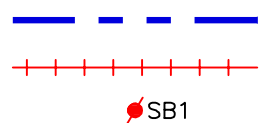
FIGURE 2



SCALE IN FEET



LEGEND



--- APPROXIMATE PROPERTY LINE
 - - - EXISTING RAILROAD LINE
 ● SB1 SOIL BORING LOCATION



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DATE: 09/26/22

DRAWN BY: JRB

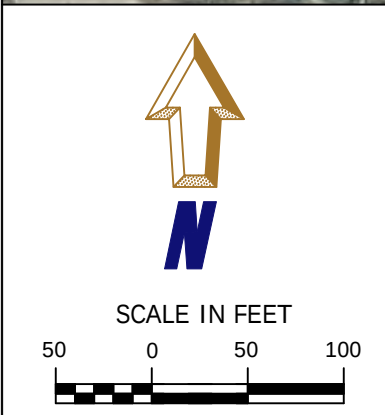
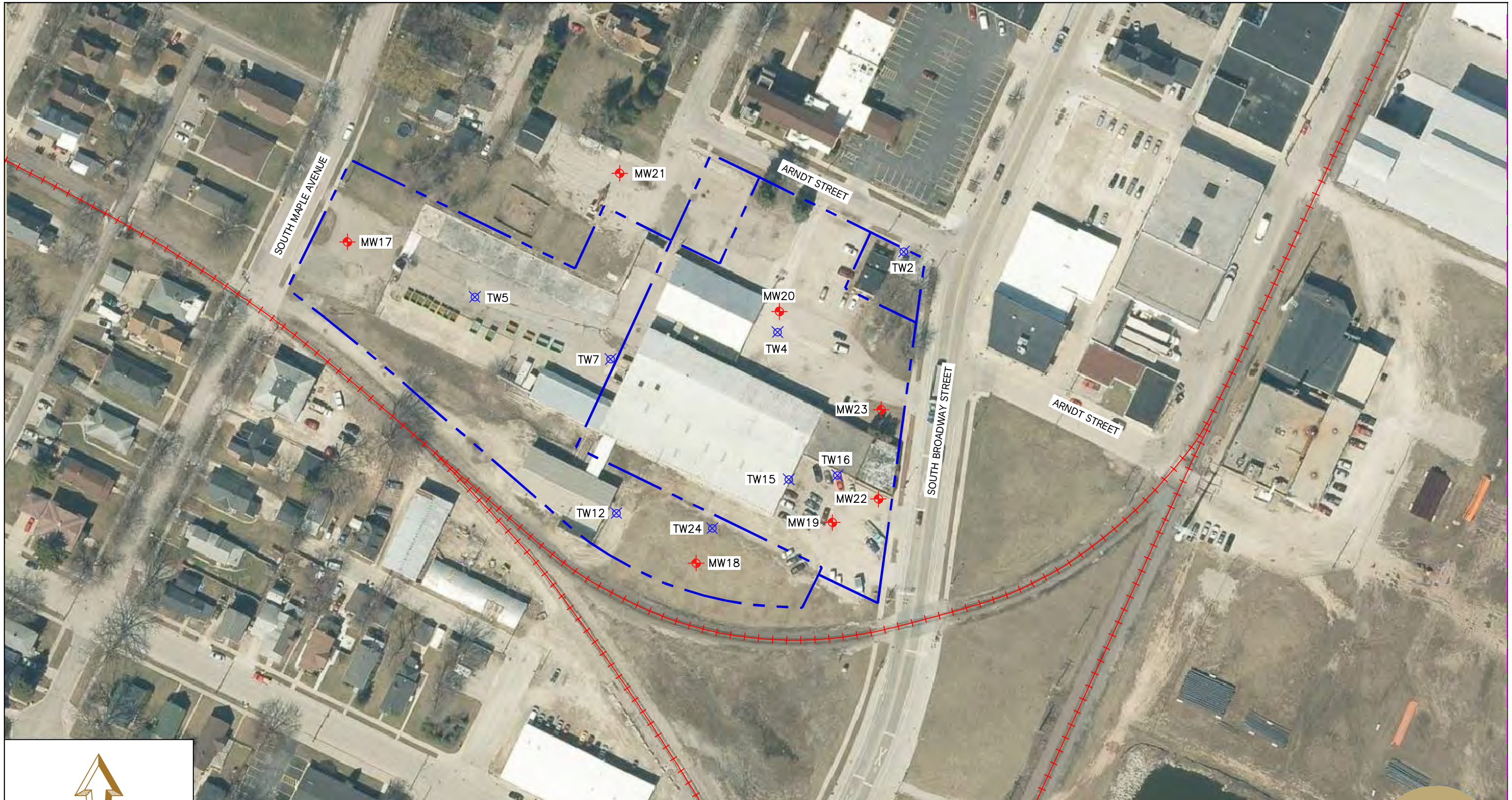
PROJECT MANAGER: LPC

PROPERTY LAYOUT WITH SOIL BORING LOCATIONS

BADGER SHEET METAL PARCELS
 402, 420 S BROADWAY; 419 S MAPLE AVENUE; 421 ARNDT STREET
 (PARCELS #3-572, #3-569, #2-947, #3-574)
 GREEN BAY, WISCONSIN

PROJECT NUMBER: 193707526

FIGURE 3



LEGEND

- APPROXIMATE PROPERTY LINE
- + + + + + EXISTING RAILROAD LINE
- X TW2 TEMPORARY MONITORING WELL LOCATION
- MW17 MONITORING WELL LOCATION

NOTE: MW19 IS CURRENTLY MISSING/DAMAGED AND CANNOT BE LOCATED.



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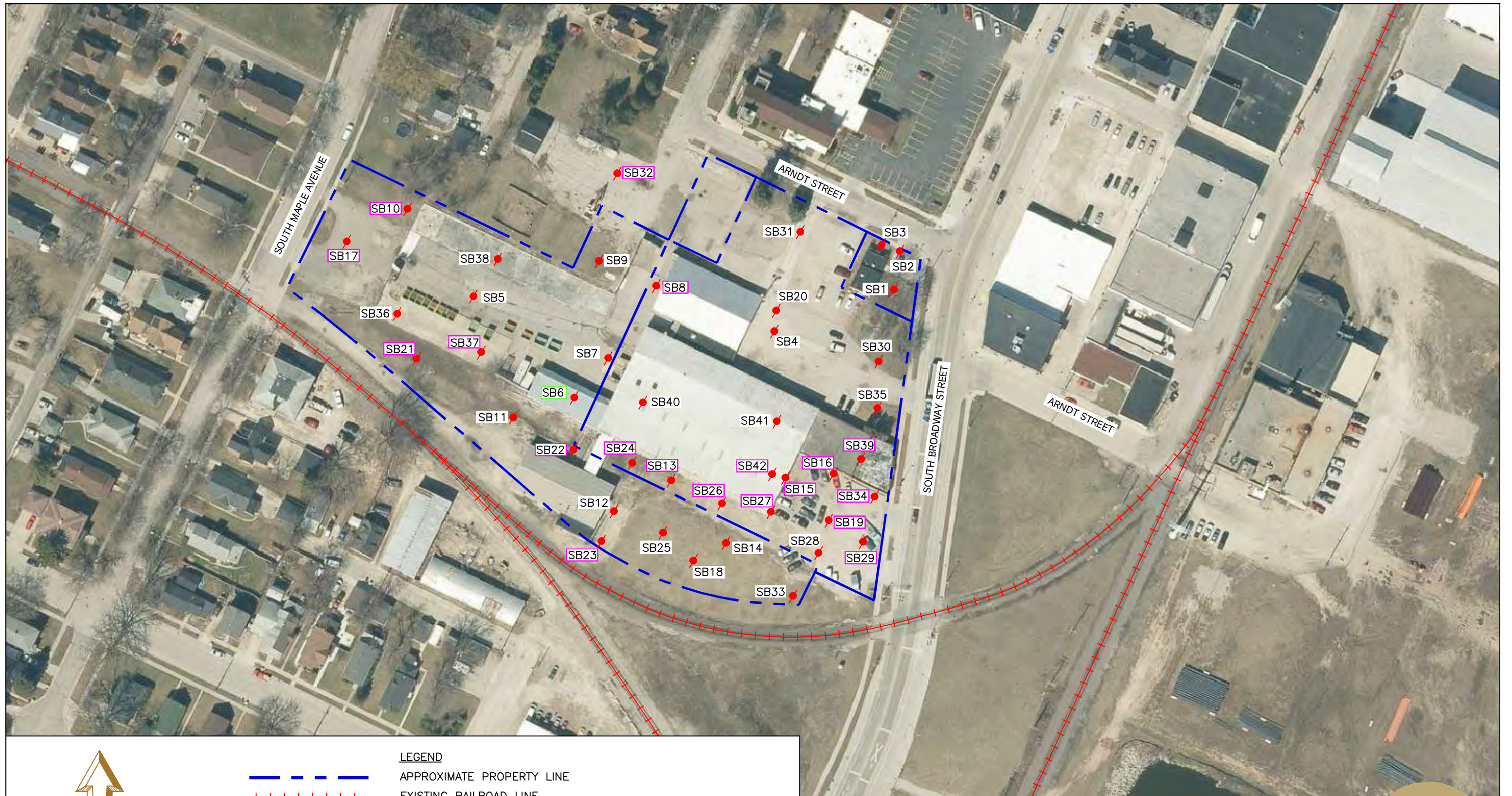
PROJECT MANAGER: LPC

PROPERTY LAYOUT WITH MONITORING WELL LOCATIONS

BADGER SHEET METAL PARCELS
402, 420 S BROADWAY; 419 S MAPLE AVENUE; 421 ARNDT STREET
(PARCELS #3-572, #3-569, #2-947, #3-574)
GREEN BAY, WISCONSIN

PROJECT NUMBER: 193707526

FIGURE 4





SCALE IN FEET



LEGEND

--- APPROXIMATE PROPERTY LINE

+++ EXISTING RAILROAD LINE

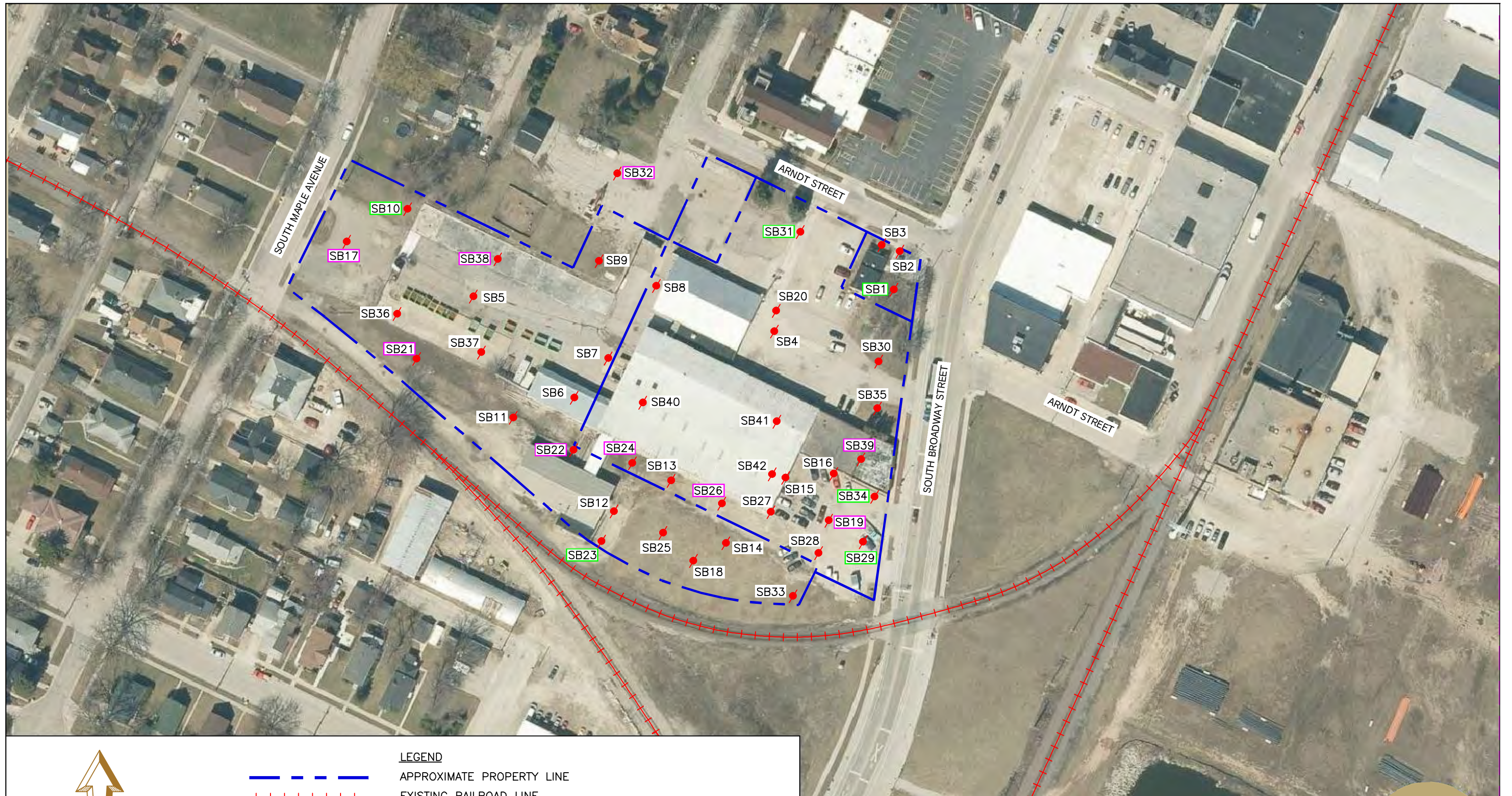
● SB1 SOIL BORING LOCATION

● SB6 LOCATION EXCEEDS GROUNDWATER PATHWAY RCL FOR ONE OR MORE PAH COMPOUNDS

● SB8 LOCATION EXCEEDS INDUSTRIAL OR NON-INDUSTRIAL DIRECT CONTACT AND GROUNDWATER PATHWAY RCLs FOR ONE OR MORE PAH COMPOUNDS

***NOTE: PAH CONTAMINATION IS ESTIMATED TO EXTEND SITEWIDE**

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DATE: 09/26/22		DRAWN BY: JRB	
PROJECT MANAGER: LPC		PROJECT NUMBER: 193707526	
FIGURE 5		BADGER SHEET METAL PARCELS 402, 420 S BROADWAY; 419 S MAPLE AVENUE; 421 ARNDT STREET (PARCELS #3-572, #3-569, #2-947, #3-574) GREEN BAY, WISCONSIN	



SCALE IN FEET



LEGEND



APPROXIMATE PROPERTY LINE



EXISTING RAILROAD LINE



SOIL BORING LOCATION



LOCATION EXCEEDS BTV OR GROUNDWATER
PATHWAY RCL FOR ONE OR MORE RCRA METALS



LOCATION EXCEEDS INDUSTRIAL OR NON-INDUSTRIAL
DIRECT CONTACT AND GROUNDWATER PATHWAY RCLs
FOR ONE OR MORE RCRA METALS

*NOTE: RCRA METAL CONTAMINATION IS ESTIMATED TO EXTEND SITEWIDE



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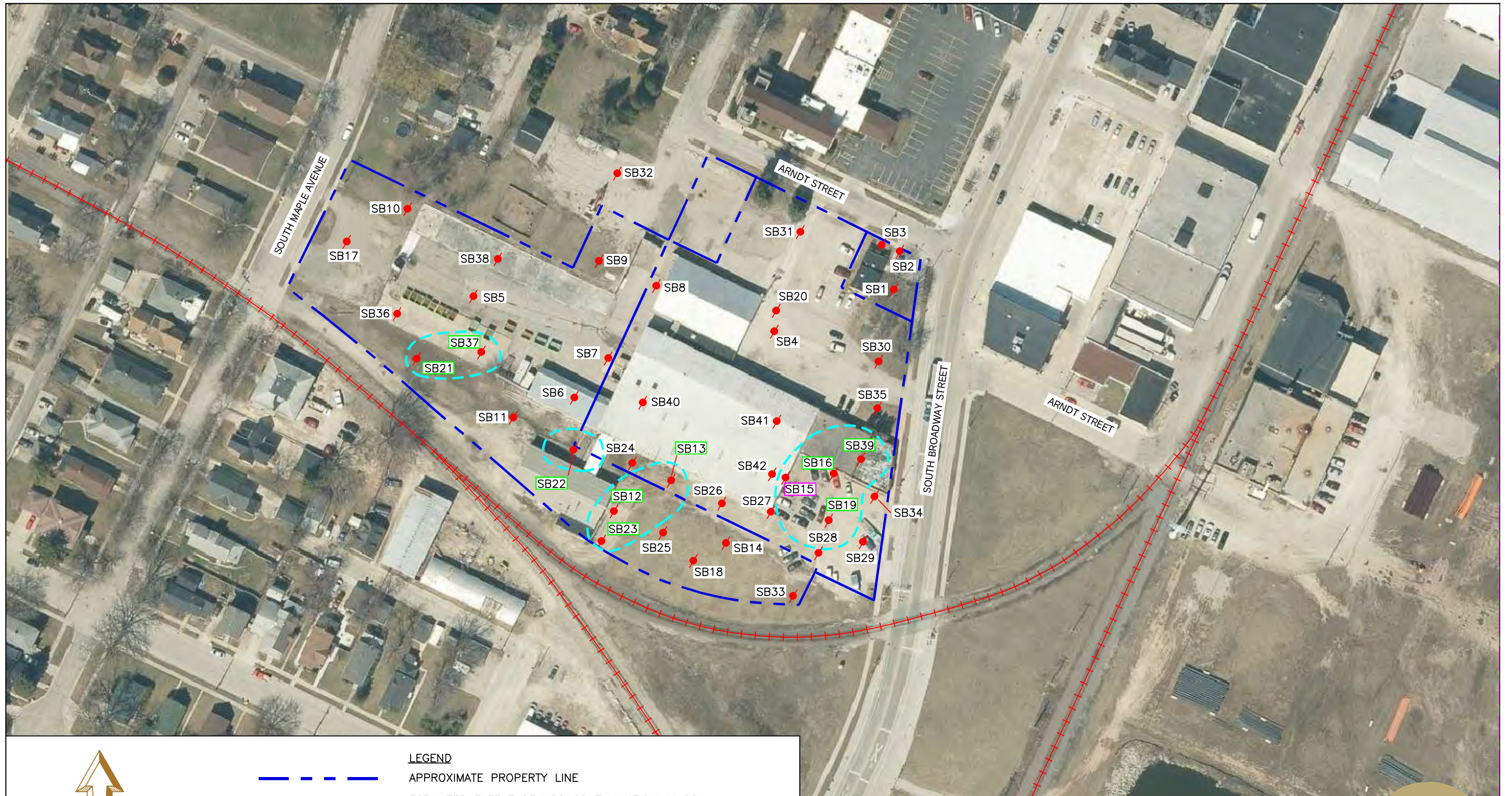
PROJECT MANAGER: LPC

ESTIMATED EXTENT OF RCRA METAL CONTAMINATION IN SOIL

BADGER SHEET METAL PARCELS
402, 420 S BROADWAY; 419 S MAPLE AVENUE; 421 ARNDT STREET
(PARCELS #3-572, #3-569, #2-947, #3-574)
GREEN BAY, WISCONSIN

PROJECT NUMBER: 193707526

FIGURE 6



SCALE IN FEET



LEGEND

--- APPROXIMATE PROPERTY LINE

--- ESTIMATED EXTENT OF VOC CONTAMINATION IN SOIL
 +++ EXISTING RAILROAD LINE

● SB1

SOIL BORING LOCATION

● SB12

LOCATION EXCEEDS GROUNDWATER PATHWAY
 RCL FOR ONE OR MORE VOC COMPOUNDS

● SB15

LOCATION EXCEEDS NON-INDUSTRIAL DIRECT
 CONTACT AND GROUNDWATER PATHWAY RCLs
 FOR ONE OR MORE VOC COMPOUNDS



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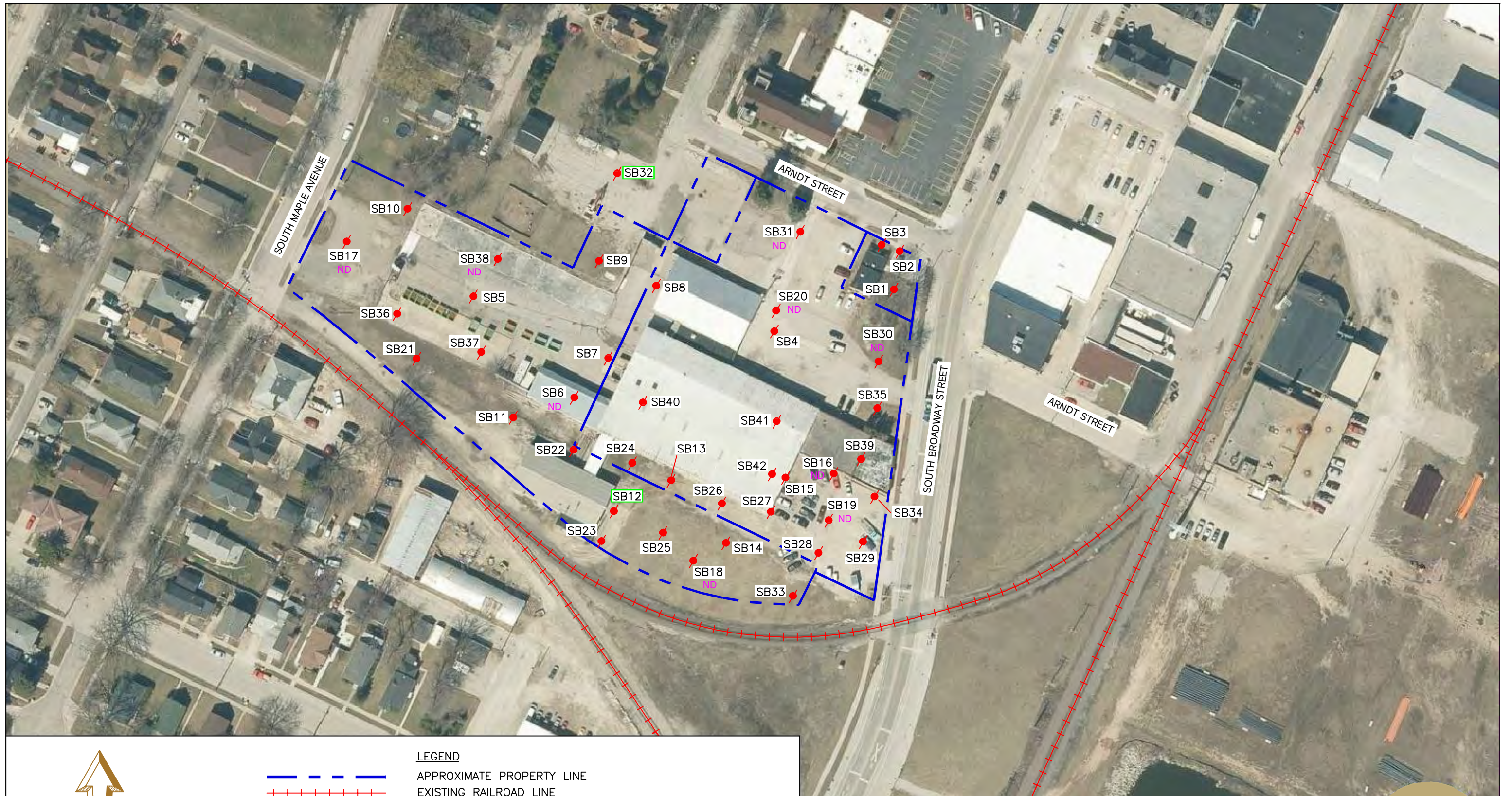
PROJECT MANAGER: LPC

ESTIMATED EXTENT OF VOC CONTAMINATION IN SOIL

BADGER SHEET METAL PARCELS
 402, 420 S BROADWAY; 419 S MAPLE AVENUE; 421 ARNDT STREET
 (PARCELS #3-572, #3-569, #2-947, #3-574)
 GREEN BAY, WISCONSIN

PROJECT NUMBER: 193707526

FIGURE 7



SCALE IN FEET



SB1

LEGEND

APPROXIMATE PROPERTY LINE

EXISTING RAILROAD LINE

SOIL BORING LOCATION

SB12

LOCATION EXCEEDS GROUNDWATER
PATHWAY RCL FOR TOTAL PCBs

ND

NO PCBs DETECTED IN SOIL SAMPLES
COLLECTED FROM BORING LOCATION

*NOTE: ONLY LABELED SOIL BORING LOCATIONS SAMPLED FOR PCBs.



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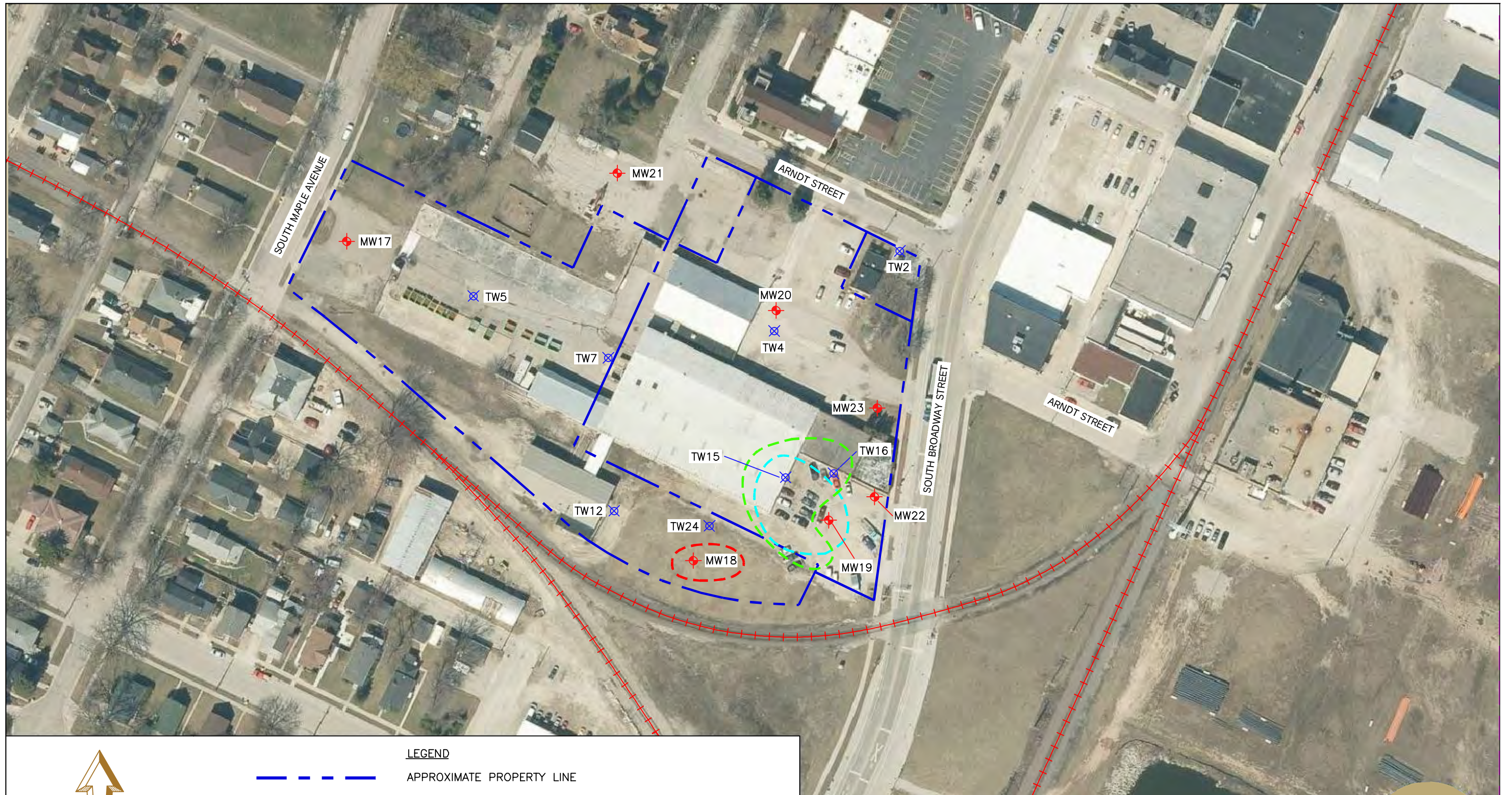
PROJECT MANAGER: LPC

**ESTIMATED EXTENT OF PCB
CONTAMINATION IN SOIL**

BADGER SHEET METAL PARCELS
402, 420 S BROADWAY; 419 S MAPLE AVENUE; 421 ARNDT STREET
(PARCELS #3-572, #3-569, #2-947, #3-574)
GREEN BAY, WISCONSIN

PROJECT NUMBER: 193707526

FIGURE 8





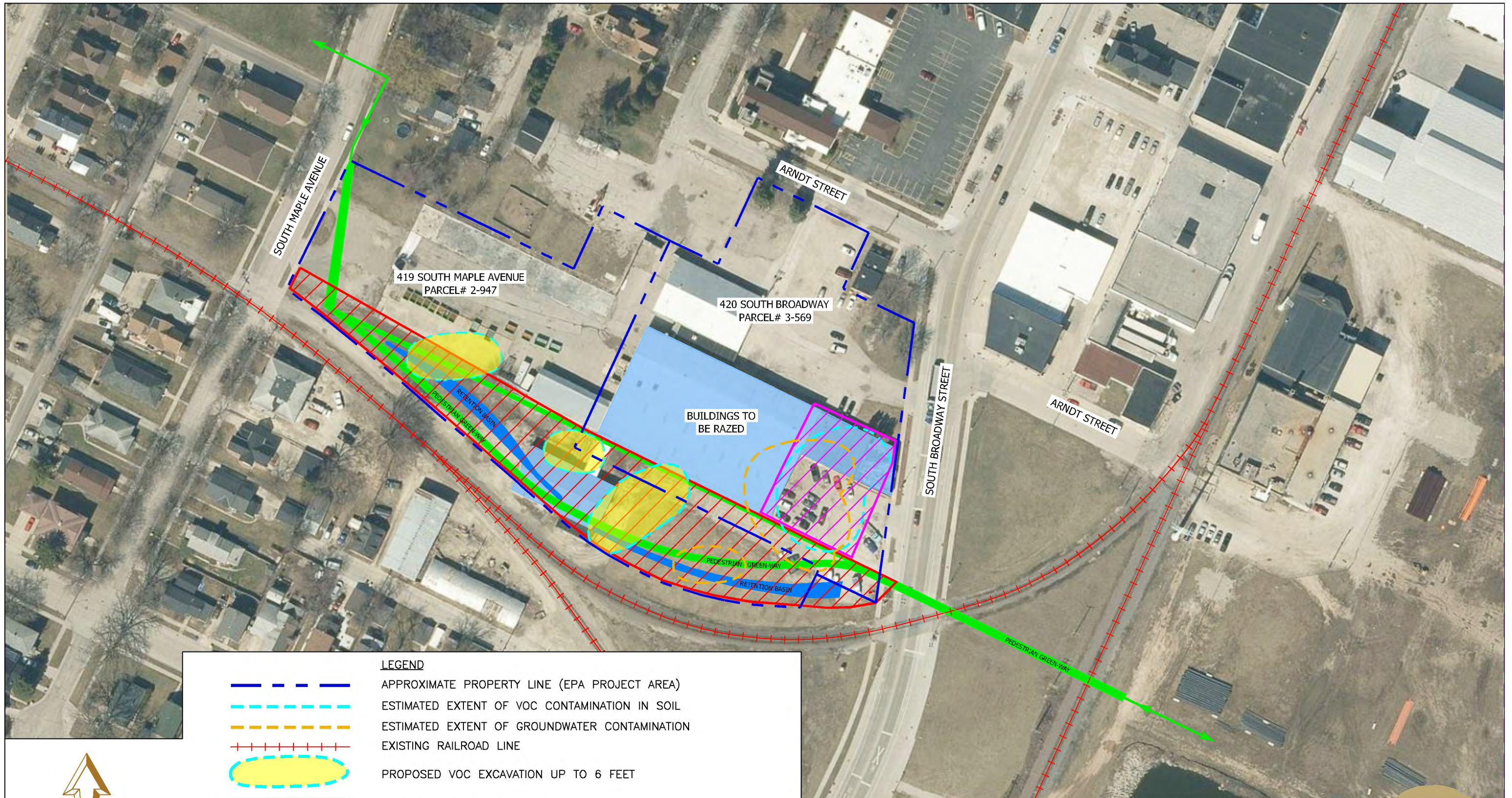
SCALE IN FEET



LEGEND

- APPROXIMATE PROPERTY LINE
- ESTIMATED EXTENT OF VOCs IN GW EXCEEDING ES
- ESTIMATED EXTENT OF PAHs IN GW EXCEEDING ES
- ESTIMATED EXTENT OF ARSENIC IN GW EXCEEDING ES
- + + + + + EXISTING RAILROAD LINE
- ✕ TW2 TEMPORARY MONITORING WELL LOCATION
- ✕ MW17 MONITORING WELL LOCATION

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DATE: 09/26/22	DRAWN BY: JRB	PROJECT MANAGER: LPC	PROJECT NUMBER: 193707526	FIGURE 9



SCALE IN FEET



LEGEND

-  APPROXIMATE PROPERTY LINE (EPA PROJECT AREA)
-  ESTIMATED EXTENT OF VOC CONTAMINATION IN SOIL
-  ESTIMATED EXTENT OF GROUNDWATER CONTAMINATION
-  EXISTING RAILROAD LINE
-  PROPOSED VOC EXCAVATION UP TO 6 FEET
-  BUILDINGS TO BE RAZED
-  PROPOSED PETROLEUM EXCAVATION TO 10 FEET
-  PROPOSED GREEN-WAY EXCAVATION TO 1.5 FEET

NOTE: RETENTION BASIN EXCAVATED TO 7 FEET DEEP AND 5 FEET WIDE AT BASE WITH A 3:1 SLOPE. ADDITIONAL MATERIAL TO BE EXCAVATED TO ALLOW FOR 2 FOOT CLAY CAP ON BASE AND SIDES.



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DATE: 11/08/22	DRAWN BY: JRB	PROJECT MANAGER: LPC	PROJECT NUMBER: 193707526	FIGURE 10
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**PROPOSED CLEANUP ACTIVITIES UNDER
EPA GRANT**

BADGER SHEET METAL PARCELS
420 S BROADWAY AND 419 S MAPLE AVENUE
(PARCELS #3-569, #2-947)
GREEN BAY, WISCONSIN

Table



Table 1
Analysis of Brownfields Cleanup Alternatives to be Funded Under a FY2023 USEPA Brownfield Cleanup Grant
Former Badger Sheet Metal Site, Green Bay, Wisconsin

Remedial Action Area Description:		The target site consists of three parcels making up 4.5 acres of land that historically had a former slough running through the Site connecting to the Fox River. The slough was filled somewhere between 1907 and 1936 and the Site use continued to change over the years with multiple commercial and industrial uses including a small tin shop, multiple warehouses, railroad spurs, automotive repair, a gas station. RCRA metals, PAHs, polychlorinated biphenyl (PCB) and VOCs are present in soil/fill across the Property at concentrations greater than health-based ch. NR 720 WAC non-industrial direct contact and/or ch. NR 720 soil to groundwater residual contaminant levels (RCLs). In addition, VOC, PAHs and RCRA metals are present in groundwater at concentrations that exceed ch. NR 140 WAC groundwater enforcement standards (ES) and/or preventive action limits (PAL).											
Exposure Routes of Concern (Check Boxes As Applicable):		Soil				Groundwater		Sub-Slab Vapor		Building Materials			
		Direct Contact	Yes	Soil to Groundwater	Yes	Consumption/ Surface Water	Yes	Vapor Intrusion	Possibly; VOCs detected in soil/groundwater	Lead Paint	Yes	Asbestos	Yes
Remedial Action Options Evaluation													
Media	Remedial Alternative	Technical Feasibility - ch. NR 722.07(4)(a)						Economic Feasibility ch. NR 722.07(4)(b)		Sustainability ch. NR 722.09(2m)			
		Long-Term Effectiveness		Short Term Effectiveness		Implementability						Restoration Time Frame	
Soil and Groundwater	Alt 1 - Natural Attenuation	Natural attenuation of residual petroleum and solvent impacts to soil and groundwater is possible. However, RCRA metal and PCB impacts in soil are considered recalcitrant to natural attenuation. Therefore natural attenuation would not reduce the overall RCRA metal/PCB toxicity, mobility, and volume of impacts. Natural attenuation would not be protective of public health, safety, or welfare or the environment in the short-term or long-term time periods.			Implementation of Alt 1 is technically feasible; however, monitoring the effectiveness of the remedial action is impractical. Redevelopment potential would be impeded.		As RCRA metal and PCB constituents associated with residual impacts are considered recalcitrant, the overall magnitude, mobility, and toxicity of impacts would not decrease and Site restoration will not occur within a reasonable timeframe.		Initial and capital costs to implement Alt 1 are minimal; however, future potential costs associated with monitoring natural attenuation could be significant as constituents are recalcitrant to natural attenuation.		The carbon footprint and energy use associated with Alt 1 is considered minimal. However, Alt 1 is not considered to be protective of health/safety/env. within a reasonable timeframe.		
	Alt 2 - Excavate all PVOC impacted soils near the former automotive repair shop including razing buildings 3 and 4 (Figure 2) to allow access to impacted soils; Abatement of ACM, LBP, and RW in buildings prior to demolition; excavate all impacted soils in the proposed greenway and transport offsite for disposal at a licensed solid waste landfill; and backfill with clean fill materials to final grade.	Excavation of impacted soil/fill will provide for immediate and permanent reduction in the toxicity, mobility, and volume of contaminants and would protect public health, safety, welfare and the environment in a short-term time frame.			Alt 2 is technically feasible and technology is available for implementation. Waste disposal approval will be needed from the landfill.		The Property would be restored concurrent with redevelopment. Institutional controls will be needed to provide for long-term control of residual impacts.		Source removal capital includes excavation and offsite disposal of a considerable volume of fill and backfilling the excavation to current grade with imported fill (18,500 cubic yards) plus demolition of one of the existing buildings and abatement of ACM, LBP, and RW all totaling ~\$2.125 million.		Extraordinary energy and fuel use will be incurred with offsite disposal of building materials and backfilling the excavation; however low sulfur diesel can be used and a no-idle policy will reduce the carbon footprint. Alt. 2 will maximize energy use and soil disturbance. Alternative 2 allows for maximum reuse of the Property.		
	Alt 3 - Excavate VOC impacted soil providing an ongoing source to groundwater contamination with off-site landfill disposal including razing buildings 3 and 4 (Figure 2) to allow access to impacted soils; Abatement/proper handling of ACM, LBP, and RW; limited excavation of soil with RCRA metals, PAH and/or PCB impacts with on-site management and installation of engineered caps and off-site disposal of excess material; followed by establishing institutional controls to manage residual soil and/or groundwater impacts.	Excavation and removal of soil with elevated impacts is effective in both the short and long-term time frames. Construction of a soil engineered barrier through placement of clean fill to raise the current grade to proposed final grade along the green way would provide for short-term protection of public health, safety, welfare and the environment. However, long-term effectiveness will depend on maintenance of the engineered barrier.			Alt 3 is technically feasible and technology is available for implementation.		The Property would be restored concurrent with redevelopment. Institutional controls will be needed to provide for long-term control of residual impacts.		Soil containing elevated VOCs acting as a continuing source to groundwater contamination will be excavated (estimated at 4225 CY) . To facilitate the construction of the greenway, surficial soil will be excavated to allow for the placement of an engineered cap (i.e., asphalt bike path/pedestrian trail and/or 18 inches of clean soil cap). Soil will also be excavated in the greenway to create a depression, mimicking the flow path of the former slough, that will serve as a means to help reduce flooding risks by providing temporary storage, improve stormwater runoff quality, and enhance the aesthetics of the greenway. It is anticipated the depression would extend east to west for the length of the property and be excavated to approximately 3-6 feet below grade (fbg) to allow the installation of a 2 foot clay liner on the base and sides. All excavated soil containing PAHs, RCRA metals, and/or PCBs would first be reused on-site (estimated to be 3000 CY) and capped with an engineered barrier with excess material disposed of off-site (estimated to be 2000 CY). This work in addition to the building demolition is estimated to be \$1,073,000.		Petroleum-impacted soil may be placed on the biopile at the solid waste landfill and later reused by the landfill. Energy and fuel use would be minimized; however, local infrastructure (roads) could be impacted during importation of soil; however low sulfur diesel can be used and a no-idle policy will reduce the carbon footprint.		

Note: Additional remedial actions to be discussed in a future RAP not described in the table above are summarized in Section 4.8 of the Stantec (2022) ABCA.

Appendix A Proposed Property Redevelopment Plans



SITE PLAN

**PRELIMINARY
NOT FOR
CONSTRUCTION**

[illegible]

C100



GENERAL NOTES:

1. THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS DRAWING IS BASED ON FIELD LOCATIONS AND/OR RECORDS FURNISHED BY MUNICIPALITIES AND UTILITY COMPANIES. THE LOCATION AND ACCURACY OF WHICH CANNOT BE GUARANTEED. THERE MAY BE ADDITIONAL UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.
2. VERIFY ACTUAL LOCATIONS AND INVERTS IN THE FIELD. ANY POTENTIAL ERRORS, OMISSIONS, OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
3. WORK TO BE COMPLETED IS INDICATED IN BOLD TYPE LINES AND EXISTING CONDITIONS ARE INDICATED BY LIGHT TYPE LINES.
4. ELECTRONIC CIVIL FILES ARE AVAILABLE UPON WRITTEN REQUEST. DO NOT USE ELECTRONIC CIVIL FILES TO LAYOUT FOUNDATIONS, CURB AND LINES, ETC. FOR CONSTRUCTION OF THE CIVIL WORK. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS OF BUILDING AND ARCHITECTURAL FEATURES.
5. DIMENSIONS ARE FROM FACE OF CURB OR EDGE OF PAVEMENT.
6. WORK WITHIN THE PUBLIC RIGHT OF WAY, INCLUDING BUT NOT LIMITED TO DRIVEWAY OPENINGS, SIDEWALK AND RAMPS, PAVING, AND CURB AND GUTTER SHALL BE COMPLETED PER MUNICIPAL AND/OR CURB REQUIREMENTS AND STANDARDS.
7. EARTHWORK SHALL BE IN ACCORDANCE WITH GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.



Stantec is a global leader in sustainable engineering, architecture, and environmental consulting. The diverse perspectives of our partners and interested parties drive us to think beyond what's previously been done on critical issues like climate change, digital transformation, and future-proofing our cities and infrastructure. We innovate at the intersection of community, creativity, and client relationships to advance communities everywhere, so that together we can redefine what's possible.

Stantec Consulting Services Inc.

1165 Scheuring Road
De Pere WI 54115-1001
stantec.com





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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # M.I

G.O. 12-25

An ordinance relating to Commercial Building Inspection Authority.

BACKGROUND

Consideration with possible action to approve G.O. 12-25 relating to Commercial Building Inspection Authority.

RECOMMENDATION

Law Department recommends approval of the ordinance.

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 12-25 Relating to Commercial Building Permit Authority

GENERAL ORDINANCE NO. 12-25

AN ORDINANCE REPEALING AND RECREATING SECTION 8-47(e)(3)(b), GREEN BAY MUNICIPAL CODE, RELATING TO COMMERCIAL BUILDING INSPECTION AUTHORITY

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

SECTION 1. Section 8-47(3)(b), Green Bay Municipal Code, is hereby repealed and recreated to read:

Sec. 8-47(e)(3)(b). Buildings covered by State Building Code

- (a) *Agent Municipality Status.* The City of Green Bay has adopted Appointed Agent Municipality Status in accordance with SPS 361.60 and SPS 382 of the Wisconsin Administrative Code. As such, the City assumes plan examination and inspection responsibilities for the Department of Safety and Professional Services (DSPS) as outlined in this section.
- (b) *Scope of Jurisdiction.* The City shall exercise plan review and inspection authority for all commercial buildings and structures, regardless of size, and all plumbing projects governed by SPS 382, including any plumbing project involving more than six (6) fixtures for installations outlined in SPS Table 382.20-2. This includes, but is not limited to, new construction, additions, relocated buildings, repairs and alterations to buildings and structures.
- (c) *Municipal Responsibilities.*
 - (1) The City shall provide commercial building inspections through certified inspectors as required under SPS 305.
 - (2) The City shall provide plan examination services for all applicable commercial building, structural, and plumbing plans, in accordance with SPS 361 and SPS 382.
- (d) *Plan Examination Requirements.* Drawings, specifications, and calculations shall be submitted for municipal review and approval for all commercial projects within city limits, including but not limited to the following:
 - (1) New construction of any size commercial building or structure.
 - (2) Additions of any size to existing commercial buildings, structures, or building systems, including plumbing, HVAC, fire alarm, or fire suppression systems.
 - (3) Modifications to existing plumbing, HVAC, fire alarm, or fire suppression systems.
 - (4) Component and system replacements where plan review is required under SPS 361 or SPS 382.
 - (5) All plumbing projects involving more than six fixtures, regardless of total building size or use.
 - (6) Any other project required by SPS 361.30 or SPS Table 382.20-2 to undergo plan review.

(e) *Jurisdiction Waiver Provisions.*

(1) The City may elect to waive jurisdiction for a specific project, project type, or component, in which case plans shall be submitted to the Department for review.

(2) Where DSPS waives jurisdiction and the City agrees to accept the review, the City shall assume plan review responsibility under this section.

(f) *Plan Submission Procedures.* Applicants shall provide the following for plan review and permitting:

(1) A completed building permit application.

(2) A completed plan review application on the appropriate State of Wisconsin form or equivalent municipal form.

(3) Payment of plan review fees in accordance with the City's adopted fee schedule. Fees apply to all commercial building and plumbing projects.

(4) One complete electronic set of documents, including:

(a) Signed and sealed construction drawings prepared in accordance with SPS 361.31 and/or SPS 382.20.

(b) Specifications related to the building and system design.

(c) Component/system plans for plumbing, HVAC, fire alarm, fire suppression, or other applicable trades.

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

law
06/24/2025



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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # N.I

To approve the request by Department of Public Works to award contract SEWERS 2-25 CITY WIDE SEWER REPAIRS at a staff level and report the award at the next Improvement & Services Committee meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # N.2

To approve the request by Department of Public Works to award contract SEWERS 3-25 MINI-SEWERS at a staff level and report the award at the next Improvement & Services Committee meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # N.3

To receive and place on file the report of award of contract PARKS 5-25 (LEICHT MEMORIAL PARK SITE GRADING) to Relyco Plus, LLC in the amount of \$80,509.63.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Parks 5-25 Leicht Park Site Grading



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

06/11/25

To: Valerie Joosten, P.E.

From: Kaurie Mihm, PLA

Re: Parks 5-25 Leicht Memorial Park Site Grading

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

The Parks, Recreation, and Forestry Department supports awarding Parks 5-25 Leicht Memorial Park Site Grading Base Bid to the lowest responsive and responsible Bidder, Relyco Plus LLC, for the Base Bid amount of \$80,509.63. Below is a summary of the bids received.

Bidder	Base Bid
Relyco Plus LLC	\$80,509.63
Peters Concrete	\$83,329.00
Best Enterprises	\$108,732.73
MCC	\$120,998.21

Kaurie Mihm, PLA



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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # N.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. Concrete Solutions, Inc.
- b. Green Bay Masonry LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # O.2

Consideration with possible action on a request by Alders Prestley, Proffitt and Delie (Districts 6, 7 and 10, respectively) to refer to staff drafting a resolution opposing the practice of conversion therapy in the City of Green Bay (no recommendation from committee, 2-2 vote).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # O.3

To hold until the July 7th meeting, an appeal by Natasha Matson regarding the denial of her excess animal permit application (held from the June 2, 2025 committee meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 6_2_25 Mattson Brott Excess Animal Denial
2. 6_2_25 Matson OTL App

May 09, 2025

Attn: Natasha Matson and James Brott,

The excess animal permit which you have applied for to keep 4 dogs and 5 cats on the premises has been denied following neighbor objections and nuisance related concerns.

(d) Exotic or excess animal permit

(1) Applications.

a. Application for an exotic or excess animal permit shall be made to the City Clerk on a form supplied by the City Clerk's Office.

b. Upon receipt of an application, the City Clerk shall forward the application to the Humane Officer for verification of the veracity of the application as well as research into the qualifications of the applicant in accordance with the requirements of this section.

c. All applications shall be accurately completed in its entirety or shall be rendered void by the City Clerk.

d. A permit may be granted without further review by the Common Council in the event the Humane Officer approves of the application.

e. Each permit shall expire upon the death of the animal which is the subject of the permit.

(2) *Factors to be considered.* In determining whether a permit under this section shall be granted, the Humane Officer shall consider the number and type of animals to be possessed, the applicant's criminal record, including any animal related police calls for service, known prior history of the animals, health of the animals, whether proper licenses and vaccinations have been obtained, the condition of the applicant's residence where the animals will be kept, the likelihood of a public or private nuisance being created, and any other factors determined to be relevant by the Humane Officer.

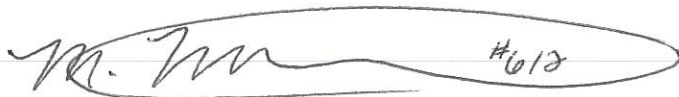
(3) Denial.

a. If the Humane Officer determines that any portion of the application is false or that the applicant does not possess the necessary qualifications, the application may be denied by the Humane Officer.

b. The Humane Officer shall notify any applicant so denied.

c. Any applicant whose application has been denied by the Humane Officer may appeal such determination to the Protection and Policy Committee. Upon appeal, the Protection and Policy Committee shall determine if the applicant possesses the qualifications of this section. After making such determination, the Protection and Policy Committee shall forward its recommendation to the Common Council.

Thank you,
Officer Meves

A handwritten signature in dark ink, appearing to be "M. Meves", enclosed within a large, horizontal oval. To the right of the signature, the number "4612" is handwritten.



We are asking for an appeal because we gave Tucker back to the original owners. He was the main cause of the barking.

We are trying our hardest to not be a nuisance house anymore. We also kicked out the soul nuisance causer. I know we cant fix the problem over night but we are trying and doing everything that is asked including going from 4 dogs to 3. The reason we need the permit in the first place. My husband left me and our 3 kids so we had to move back in with my parents. We had already had dog. They had 2 dogs. It wasn't suppose to be permanent. After these events of the last couple weeks. With "Cavse" out and my nephew moving out and my mom not in the best health someone has to be here to take care of her. So we are just staying here. Please reconsider we are trying to make thing better. 5/15/25
Thank You - Natasha
matson



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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # O.4

To deny a (new) 2025-26 Massage Establishment License, 900 Cedar Street, Aroma.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 900 Cedar Street Insurance
2. 900 Cedar Street Massage License 2
3. 900 Cedar Street Massage License
4. 2025-04-30 Inspection Approval Email
5. 2025-06-04 PD approval
6. 900 Cedar Street Application
7. 900 Cedar Street Floor Plan
8. 900 Cedar Street IL DL



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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # O.5

To approve the listed renewal alcohol beverage license applications, pending the approval of proper authorities (see attached)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 6.16.25 Liquor Renew for Approval

For 6/16 P&P					
225 E WALNUT ST	MADRID TAPAS AND WINE BAR LLC	MADRID TAPAS	AMANDA HUNT	Class B Combo	
1641 MAIN ST	DOLGENCORP, LLC	DOLLAR GENERAL STORE #21045	JOHN GREENE	Class A Combo + Cig	added 6/6
1152 S MILITARY AV	DOLGENCORP, LLC	DOLLAR GENERAL STORE 6563	JOHN GREENE	Class A Combo + Cig	added 6/6
875 LOMBARDI AV	KOKORO, LLC	KOKO SUSHI BAR AND LOUNGE	VIRGINIA WILSON	Class B Combo	added 6/6
143 N BROADWAY	KAVARNA CAFE, LLC	KAVARNA	KAYLA VISTE	Class B Combo	added 6/6
115 N ADAMS ST	R AND D RESTAURANT HOLDINGS LLC	DELILAH'S	RUSSELL PETROUSKE	Class B Combo	added 6/6
401 N WASHINGTON ST	VAST PROPERTIES GROUP LLC	WATERFRONT MARKET	ROGER ZAMBARDA	Class B Combo + Cig	added 6/6
713 S BROADWAY	AT THE TRACKS LLC	AT THE TRACKS/COALYARD COFFEE & DONUTS	TARL KNIGHT	Class B Combo	added 6/6
805 KLAUS ST	CODE 920, INC	THE BAY	JASON COWSER	Class B Combo	added 6/6
100 S BROADWAY	MAI SEE VUE	THE EGG ROLL FOOD TRUCK RESTAURANT AND BAR		Class B Combo	added 6/6
1593 E MASON ST	TRUE NORTH ENERGY, LLC	TRUE NORTH #818	MICHELLE KNOX	Class A Combo + Cig	added 6/6
2235 MAIN ST, UNIT: SUITE A	LOS TEJADOS MEXICAN RESTAURANT LLC	LOS TEJADOS MEXICAN RESTAURANT	CESILIA RUIZ		added 6/9
1593 E MASON ST	TRUE NORTH ENERGY, LLC	TRUE NORTH #818	MICHELLE KNOX	Class A Combo + Cig	emailed 5/13
2030 E MASON ST, SUITE H&I	LOS CANTARITOS LLC	LOS CANTARITOS LLC	OLIVIA CASTANEDA		added 6/11
113 S MILITARY AV	BURRITOS MEXICO, LLC	BURRITOS MEXICO	AMBER APOLLONIA BARAJAS	Class B Combo	added 6/11



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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # O.6

To approve a limited expansion of licensed premises at 1238 State St for State St Pub, described as: parking lot on the following dates: September 12 and 13.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 1238 STATE ST LELP

Stacy Menke

From: noreply@civicplus.com
Sent: Friday, June 6, 2025 8:31 AM
To: ClerksFrontDesk
Subject: Online Form Submittal: Limited Expansion of License Premise

Limited Expansion of License Premise

Licensed Premises Information

Liquor License Applicant State Street Pub of Green bay

Business dba Name state street pub of Green Bay

Licensed Address 1238 State Street

City Green Bay

State WI

Zip Code 54303

Liquor/Beer Agent Name Tera Hansen

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

E-mail terah355@yahoo.com

Event Information

Date(s) of Events Sept 12 and 13 2025

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

Have you had this event in previous years? Yes

Proposed License Premises: Parking lot.

Description of the Event: All Bands on Deck and we remove our fence from the patio and put Uline barricades up in front of the sidewalk. This will be manned by myself for security purposes.

Detailed Map for Event. [1pxblk.gif](#)

Security Plan

Uline fencing was ordered. We have blocked off in previous years and decided to upgrade to the metal uline barricades.

Next Steps

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

Electronic Signature Agreement I agree.

Electronic Signature Tera Hansen

Field not completed.

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



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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # O.7

To approve a limited expansion of licensed premises for Main Street Pub & Grill at 2056 Main St, described as: "unused portion of our lot, directly behind the building" on the following dates: Fridays, Saturdays and Sunday from June 13-Nov 2 (63 days).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 6.16.25 2056 MAIN ST LELP

From: noreply@civicplus.com
Sent: Tuesday, June 10, 2025 9:48 AM
To: ClerksFrontDesk
Subject: Online Form Submittal: Limited Expansion of License Premise

Limited Expansion of License Premise

Licensed Premises Information

Liquor License Applicant CLN LLC

Business dba Name Main Street Pub & Grill

Licensed Address 2056 Main St

City Green Bay

State WI

Zip Code 54302

Liquor/Beer Agent Name Courtney Novak

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

E-mail courtney@mainstreetpubandgrill.com

Event Information

Date(s) of Events see attached letter detailing Fri, Sat, Sun weekends from June 13-November 2

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

Have you had this event in previous years? No

Proposed License Premises: Attached is a map and picture, showing description of the area to be included in the temporary expansion. It will be fenced in, with access only from entry from the back parking lot. The location is an unused portion of our lot, directly behind the building.

Description of the Event:

Our outdoor space will be used primarily for cornhole league on Tuesdays and Thursdays, and a place on the weekends for customers to relax outside when weather permits.

Detailed Map for Event.

[city plot map for outdoor space.pdf](#)

Security Plan

Signage, staff awareness, and a camera system visible to all staff and customers will monitor and secure the area boundaries. We have seen other establishments utilize this strategy and will work well with our customers and law enforcement to provide a safe environment.

Next Steps

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

Yes

Electronic Signature Agreement

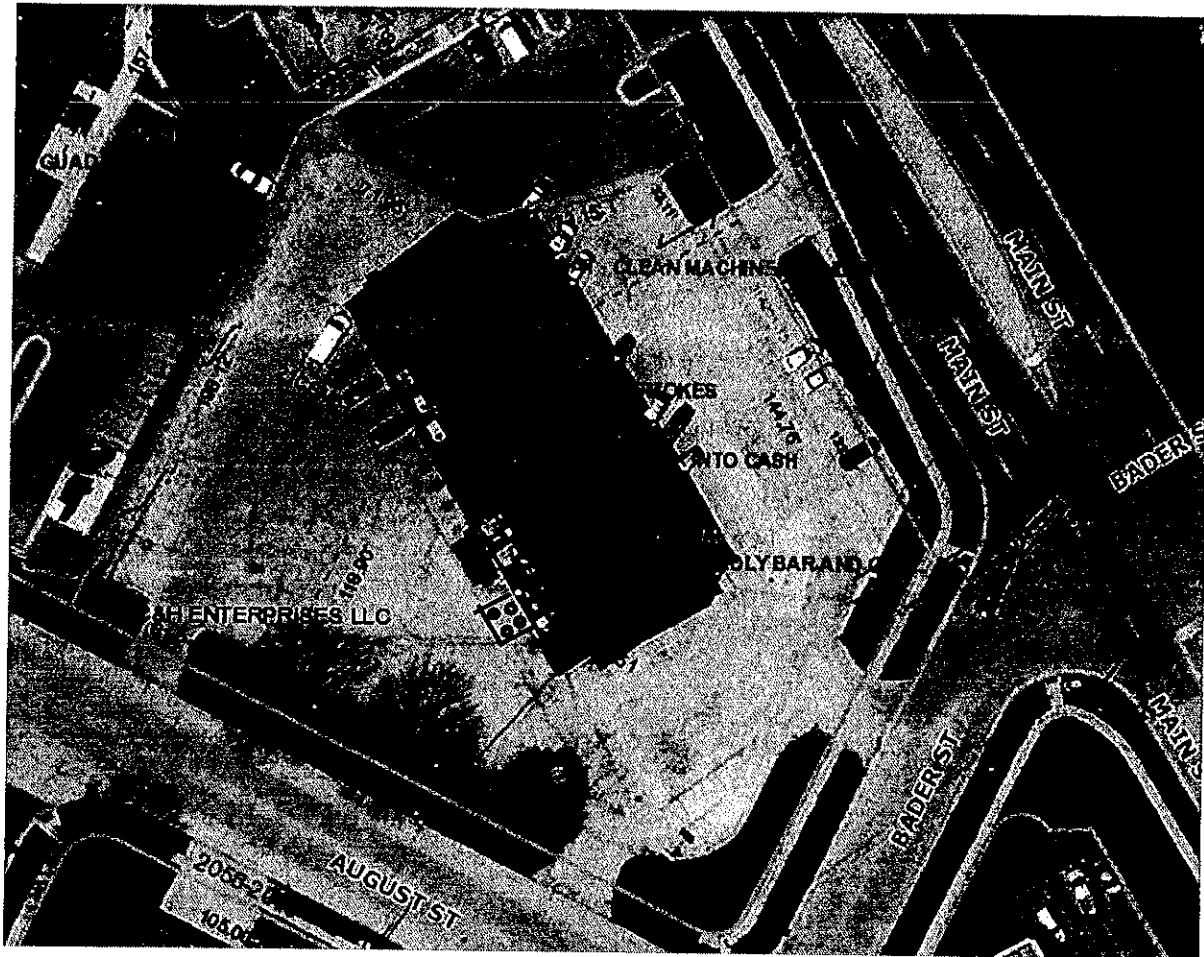
I agree.

Electronic Signature

Courtney L Novak

Field not completed.

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



- Fence
- Tables



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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # O.8

To hold a limited expansion of licensed premises for Riverside Ballroom at 1560 Main St, described as: "extend serving area to include outside" on the following dates: September 14, so that the Clerk's office can confirm security and fencing.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 6.16.25 1560 MAIN ST LELP



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

Phone 920.448.3010
Fax 920.448.3016

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

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

Licensed Premises Information

Liquor License Applicant: Riverside Ballroom - Juan Maldonado

Business dba Name: Riverside Ballroom

Licensed Address: 1560 Main Street, Green Bay WI 54302

Liquor/Beer Agent Name: Badger Liquor, Keg Dist.

Corporate Information

Business Legal Name (as on WI State Sellers Permit): Riverside Ballroom, LLC

Business Mailing Address: 1560 Main Street, Green Bay WI 54302

Business Contact Name/Position: Juan Maldonado - Owner

Business Phone: 920-432-5518 Business Email: info@riversideballroom.com

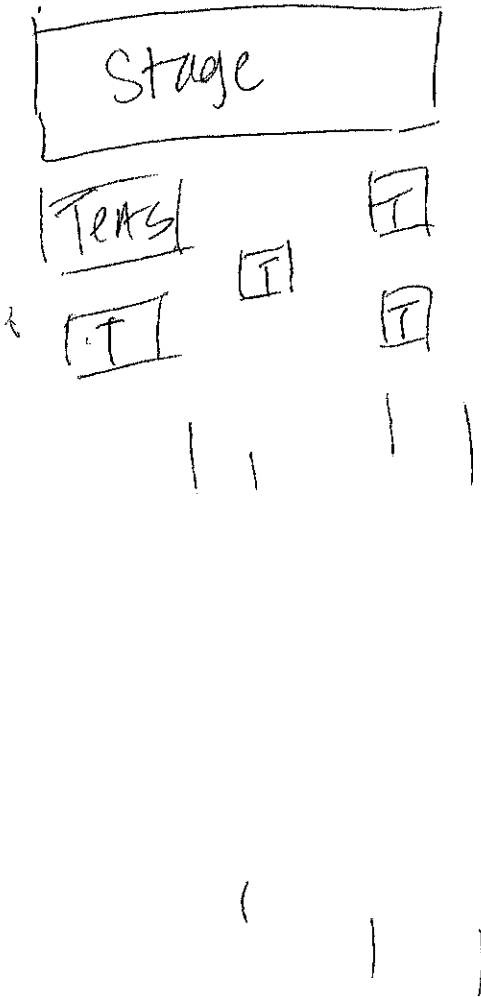
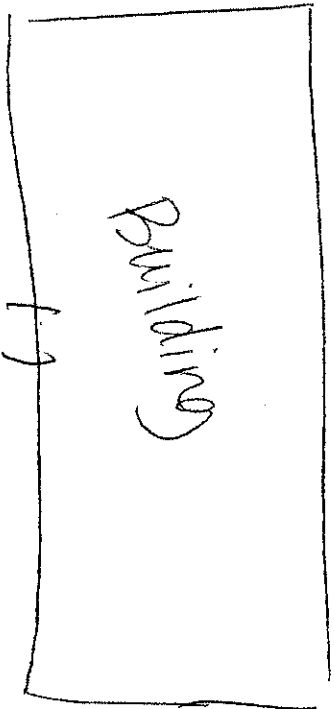
Date(s) of Events: Sunday, September 14th 2025

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

If so, please provide the dates: _____

Parking
lot all around
building

1560 Main
9/14/25





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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # O.9

To approve a reserve "Class B" and Class "B" application for SaludGB LLC at 708 Bodart St with a premise description as "bar, back room, walking cooler" with approval from proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 708 BODART RES LIQ



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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # O.10

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 24-25LiqVio 06.13.25
2. 24-25MassVio 06.13.25



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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # O.I I

Informational: Clerk's Office Liquor Licensing Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 6.16.25 Liquor Not Applied

Have not yet applied; did NOT go to P&P

1828 S ASHLAND AV	APG WI LLC	DINO STOP #7846	ALEX VANDENLANGENBERG	Class A Combo + Cig	
126 S BROADWAY	COLE J DUCTAN	BAY AREA BURGER CO		Class B Combo	Ltr from State notice to deny license
201 MAIN ST	PEACHTREE HOSPITALITY MGMT LLC	HAMPTON INN GREEN BAY DOWNTOWN	BARBARA MYER	Class B Combo	
324 N ROOSEVELT ST	TAYLOR LEITERITZ	A&B'S PUB		Class B Combo	
351 S WASHINGTON ST	QUISQUEYA RESTAURANT LLC	LATIN FLAVOR RESTAURANT BAR & GRILL	LEANNA RODRIGUEZ LUNA	Class B Combo	
631 BELLEVUE ST	CJK CHARLES CORP	THE GETAWAY	JASON CHARLES	Class B Combo	



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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # O.12

Informational: Report from St. John's Ministries

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 6.16.25 St. John's Ministries Report
2. 6.16.25 Shelter Report 24_25_NEW

June 12th, 2025

To members of Green Bay's Protection and Policy Committee and the Common Council,

To satisfy a requirement of our Conditional Use Permit dated December 6, 2022 that states "Before June 30 of each year, St. John's Ministries shall provide a report to the Protection and Policy Committee," I submit to you this update as well as the attached *Emergency Shelter Season Report*.

Our emergency shelter season concluded on April 30th, and we experienced record-high numbers of adults presenting for emergency shelter per night (on average and certain nights).

We were honored to serve 646 unique individuals through shelter. While this is slightly fewer than the previous season's 662 guests, it still reflects a high level of need following a sharp increase from 602 individuals served during the 2022–2023 season.

Notably, the number of shelter nights increased by 15%, from 21,930 last season to 25,328 nights this season.

		Season <u>2024/25</u>	<u>2023/24</u>	<u>2022/23</u>
Average per night	Men	100	84	71
	Women	41	37	31
	Total	141	121	102

The gender breakdown of guests remained relatively consistent with recent years:

- 2024–2025: 68% men, 32% women
- 2023–2024: 66% men, 34% women
- 2022–2023: 69% men, 31% women

During our third season of the Women's Shelter, we came close to reaching the permitted capacity of 58 for that location. During the evening of January 22nd, we sheltered 57 women. On sixteen occasions, we sheltered 50 or more women. We are currently planning for higher numbers next shelter season and will request a Conditional Use Permit change for the Women's Shelter later this summer.

Visits to our daytime resource centers (Micah Center and Wellspring) increased significantly by 31%, totaling 12,691 visits this season. These centers are the heart of our case management





work, helping individuals focus on forward momentum and long-term stability, not just emergency shelter.

- Micah Center: 8,901 visits (up from 7,198)
- Wellspring: 3,790 visits (up from 2,439)

Guests aged 55+ now make up 23% (147 people) of those we serve, up from 17% (65 people) in 2014–2015 which reflects a growing aging population experiencing homelessness.

St. John's Ministries continues to offer services during our off-season:

- Our Safe Sleep program serves chronically homeless individuals or those transitioning into employment and/or stable housing. It is more limited: taking place in one room, no meals, later entry/early exit—but vital.
- Drop-in days began May 2nd and continue Tuesdays and Fridays through October, offering showers, laundry, clothing, meals, case management, and access to community resources.
- Our daytime resource centers (Micah Center and Wellspring) remain open year-round, ensuring guests can continue working with case managers and are provided a daytime space for connection and community.
- Street outreach and the Lasting Change Program (home visits to former guests to ensure long-term success by connecting resources and community services) are expanding with a new Program Coordinator position.

Thank you for allowing us the opportunity to share this report. At St. John's Ministries, we are grateful for multiple collaborations with City of Green Bay government and all other community agencies and individuals dedicated to serving our brothers and sisters experiencing homelessness. Additionally, we have developed great working relationships with your Homeless Outreach Case Coordinators, and they are always welcome at our facilities. The positions provide critical linkages between our shelter and other providers and housing entities.

I would be happy to answer any questions and provide tours of our facilities.

Sincerely,

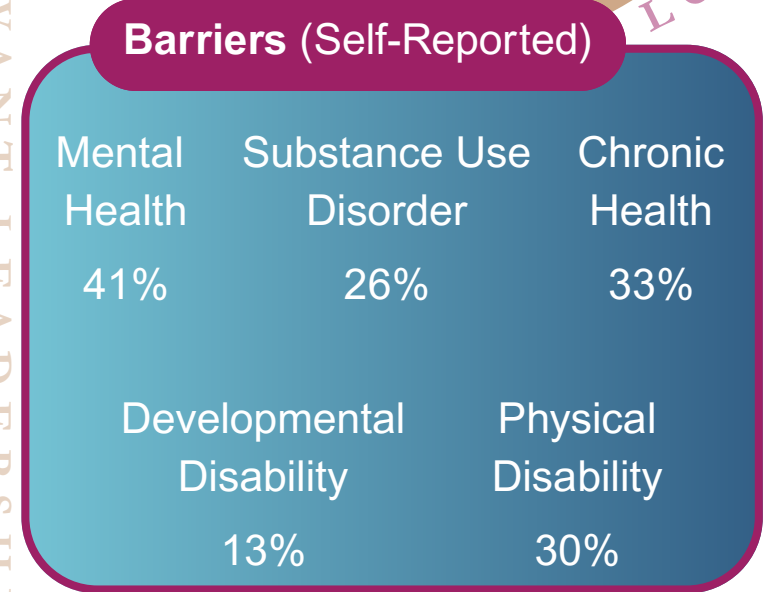
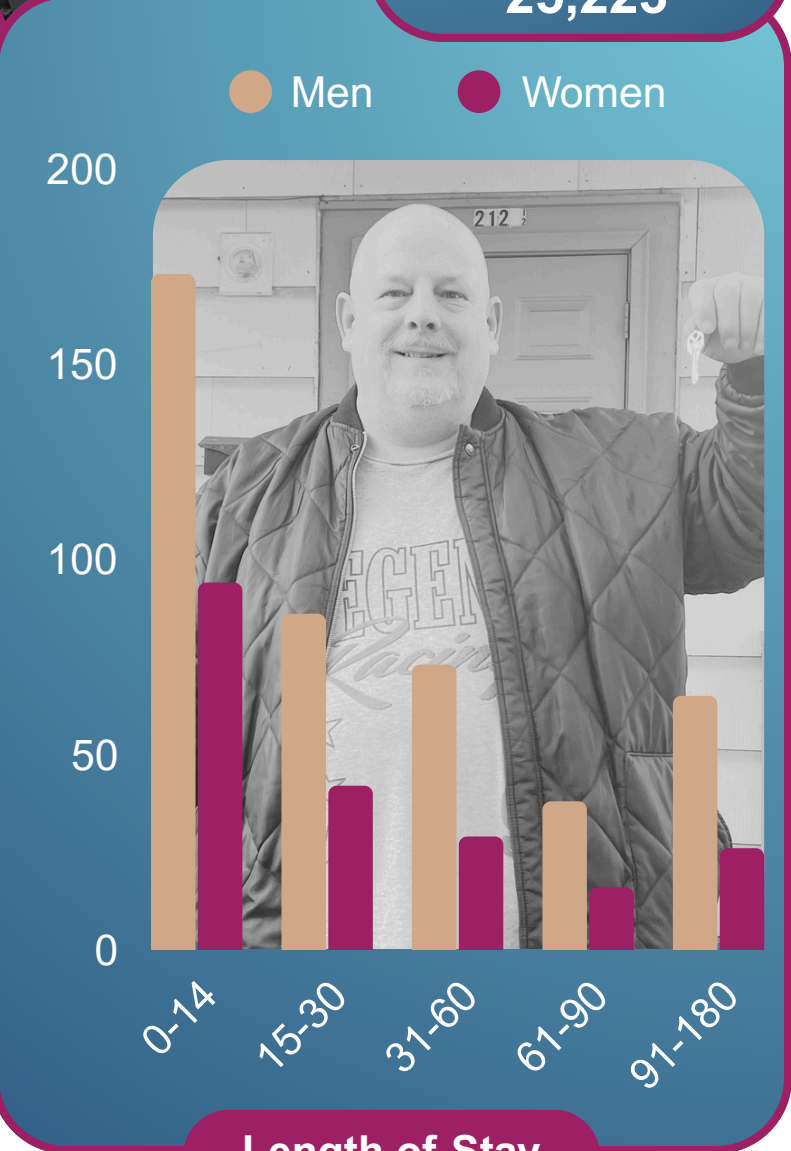
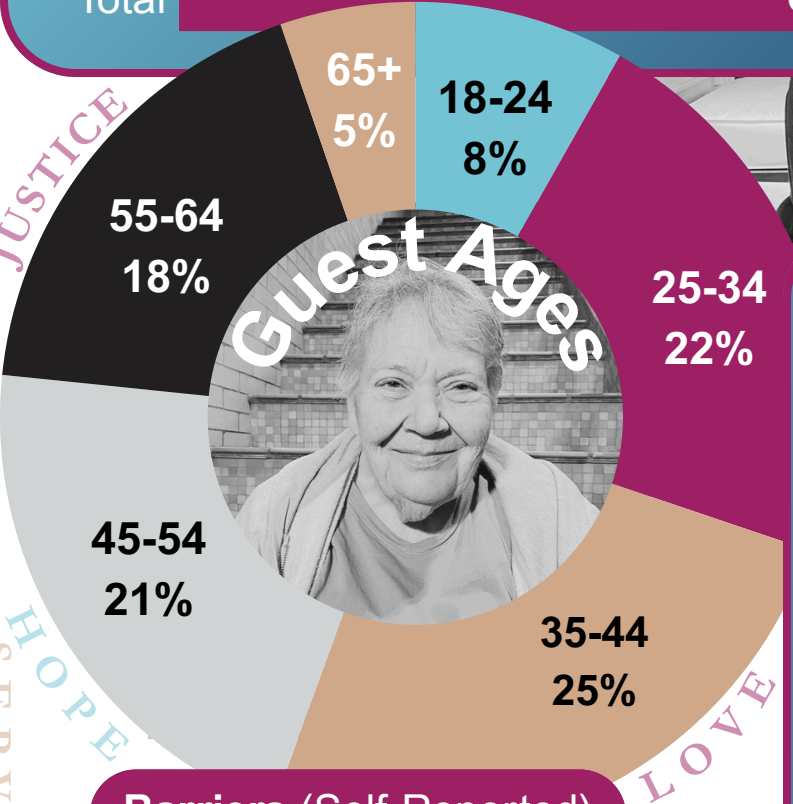
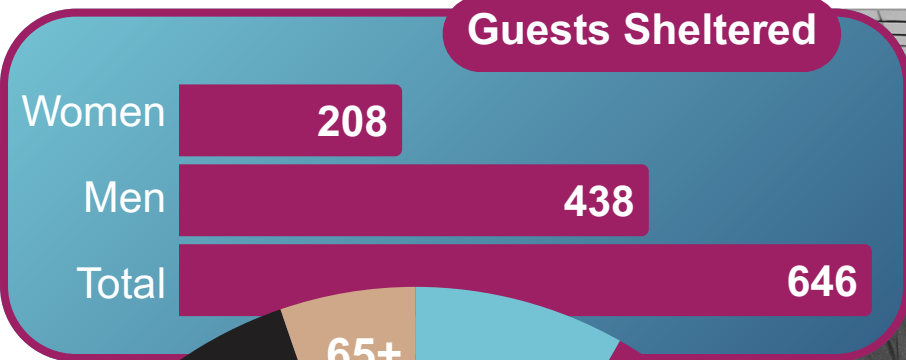
Jesse Brunette, Executive Director



Emergency Shelter Season Report

November 1, 2024 - April 30, 2025

INTEGRITY HUMILITY



COMPASSION FAMILY

Emergency Shelter Season Report

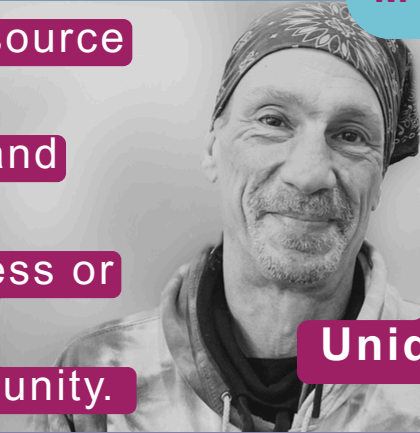


ST. JOHN'S
MINISTRIES

November 1, 2024 - April 30, 2025

Micah Center

A year-round daytime resource center offering support, community, connection, and stability for individuals experiencing homelessness or housing instability in the greater Green Bay community.



Total Visits: 8,901

Daily Visits: 69 adults

Unique Visitors: 598 adults

Wellspring

Total Visits: 3,790

Daily Visits: 29 women

Unique Visitors: 255 women



A year-round daytime resource center for women experiencing homelessness, poverty, and other life challenges. A welcoming space offering case management, peer support, growth opportunities, and access to community resources.

Volunteer Services

Individual Volunteers: 233

Group Volunteers: 98 (13 groups)

Meal Teams: 134 unique teams

Volunteer Time: 17,655 hours

Meals Served: 50,000+

VISION:

THROUGH A SPIRIT OF **FAMILIARITY**, **RAPPORT** AND **TRUST**, EACH PERSON WILL LEAVE BETTER THAN THEY CAME.



MISSION:

HONOR THE DIGNITY, **RESTORE HOPE** AND **CREATE LASTING CHANGE** FOR THOSE EXPERIENCING HOMELESSNESS OR HOUSING INSTABILITY IN THE GREATER GREEN BAY COMMUNITY.

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

June 24, 2025

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

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Durocher, Alexander J

Gille, Robert J

Ha, Tevin X

Heinritz, Robert L

Jansen, Michelle J

Kraeger, Debra A

Kuske, James F

Lafond, Scott M

Landwehr, Steven M

Maas, Nathaniel D

Mahn, Dustin R

Manci, Kade D

Martinez, Savonna M

Norman, Ryan D

Osgood, Zoe C

Pearson, Christopher J

Pennock, Jay R

Phillips, Maurice S

Robles, Julian M

West, Ronald L

Wolter, Donald T

Zimmerman, Carol J



Report to the Green Bay Plan Commission

MEETING DATE

June 24, 2025

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # Q.1

To approve a request for a Conditional Use Permit (CUP) for a concrete, asphalt, and rock crushing facility in the General Industrial (GI) District on property located in the 1300 Block of Hurlbut Street (Parcel 6-3042-1), submitted by James Wolfe, Jr. of Vierbicher, on behalf of Martell Development LLC, property owner. (ZP 25-15 Plan Commission Meeting June 16, 2025).

BACKGROUND

Reason for Request: To establish a concrete, asphalt, and rock crushing facility in the General Industrial District.

Subject Parcel Zoning and Land Use: Subject property is zoned General Industrial (GI). The land use is vacant with sand, gravel, and dirt storage.

Surrounding Zoning and Land Uses:

North: General Industrial (LI) | Brown County Yard Waste Site

South: Right-of-way | Interstate 43

East: General Industrial (GI) | Brown County Yard Waste Site, Sand/Gravel/Dirt Storage

West: General Industrial (LI) | Brown County Yard Waste Site

Comprehensive Plan: The 2022 Smart Growth Plan currently designates this area for school and general industry. Staff believes the school land use designation is an error and that public/semi-public was intended since Brown County and City of Green Bay own adjacent parcels. Regardless, Conditional Use Permits (CUP) do not need to match the comprehensive plan and part of the parcel does have the industrial future land use classification.

Report: The subject request is located in the 1300 Block of Hurlbut Street between N. Military Avenue and Atkinson Drive north of Interstate 43.

The City of Green Bay received an application for a concrete, asphalt, and rock crushing facility at the subject parcel. The property is zoned General Industrial (GI). In this district, a concrete, asphalt, and rock crushing facility is allowed with a Conditional Use Permit (CUP). This CUP application is for this use only. A layout and design of the site has been included in the applicants' packet, but it is important to note that any development 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.

The surrounding area contains uses similar in intensity and is far from any residential uses where a conflict could arise. Staff has determined that the use does comply with the seven standards above.

Ald. Delie and adjacent property owners within 400 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

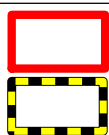
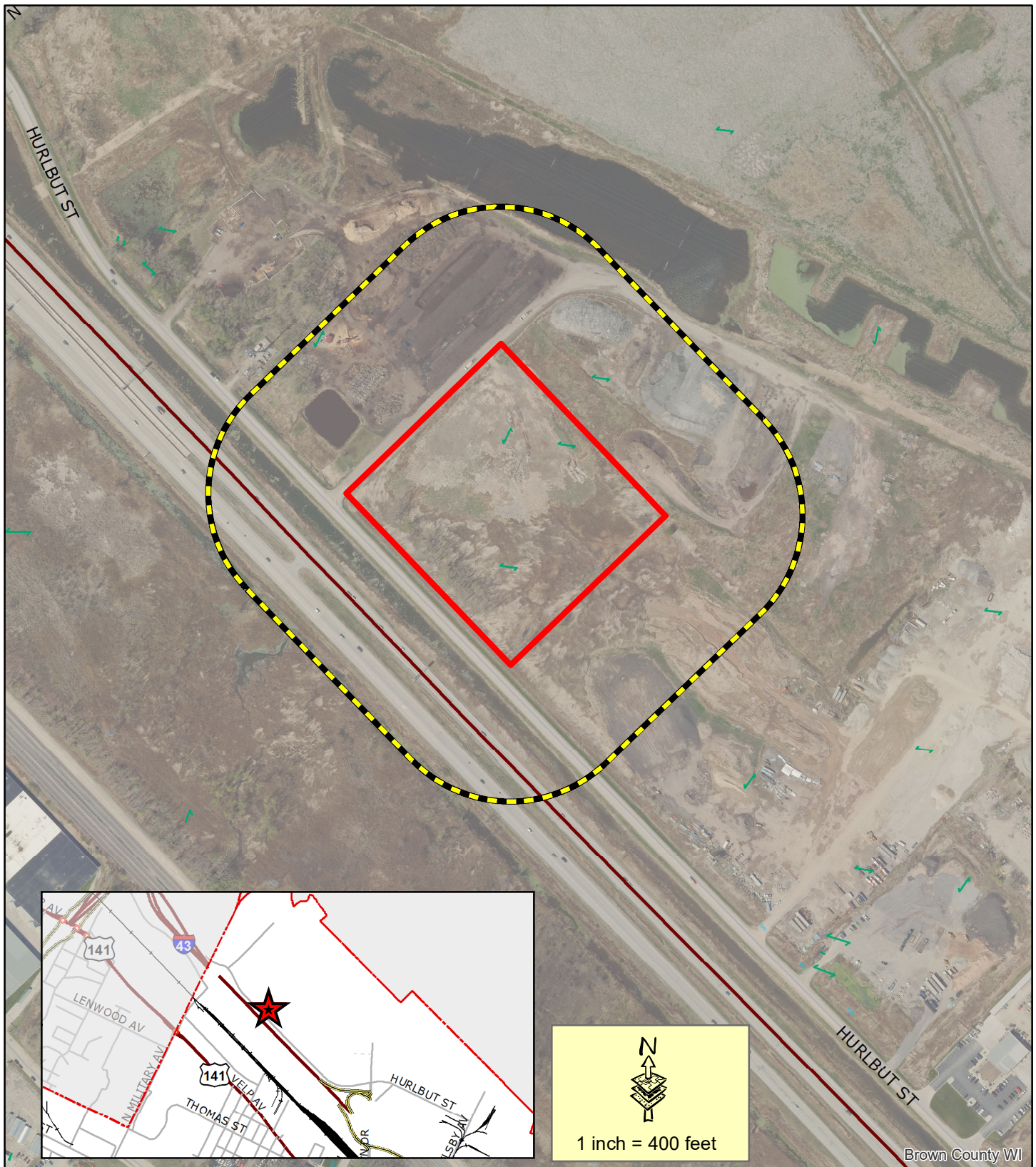
Approval of the request, with the following conditions:

1. The concrete, asphalt, and rock crushing facility must have a permanent, indoor restroom and wash station on-site meeting zoning, building & plumbing code requirements.
2. Compliance with all other regulations of the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. ZP 25-15 Map
2. ZP 25-15 Site Plan
3. ZP 25-15 Narrative Roffers Recycle Yard
4. ZP 25-15 Application



Subject Area

400' Property Owner Notice

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

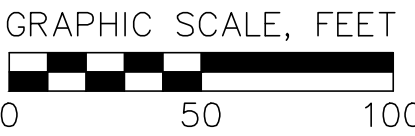
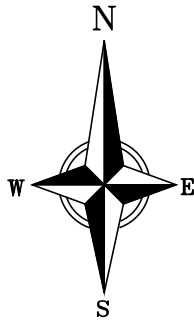
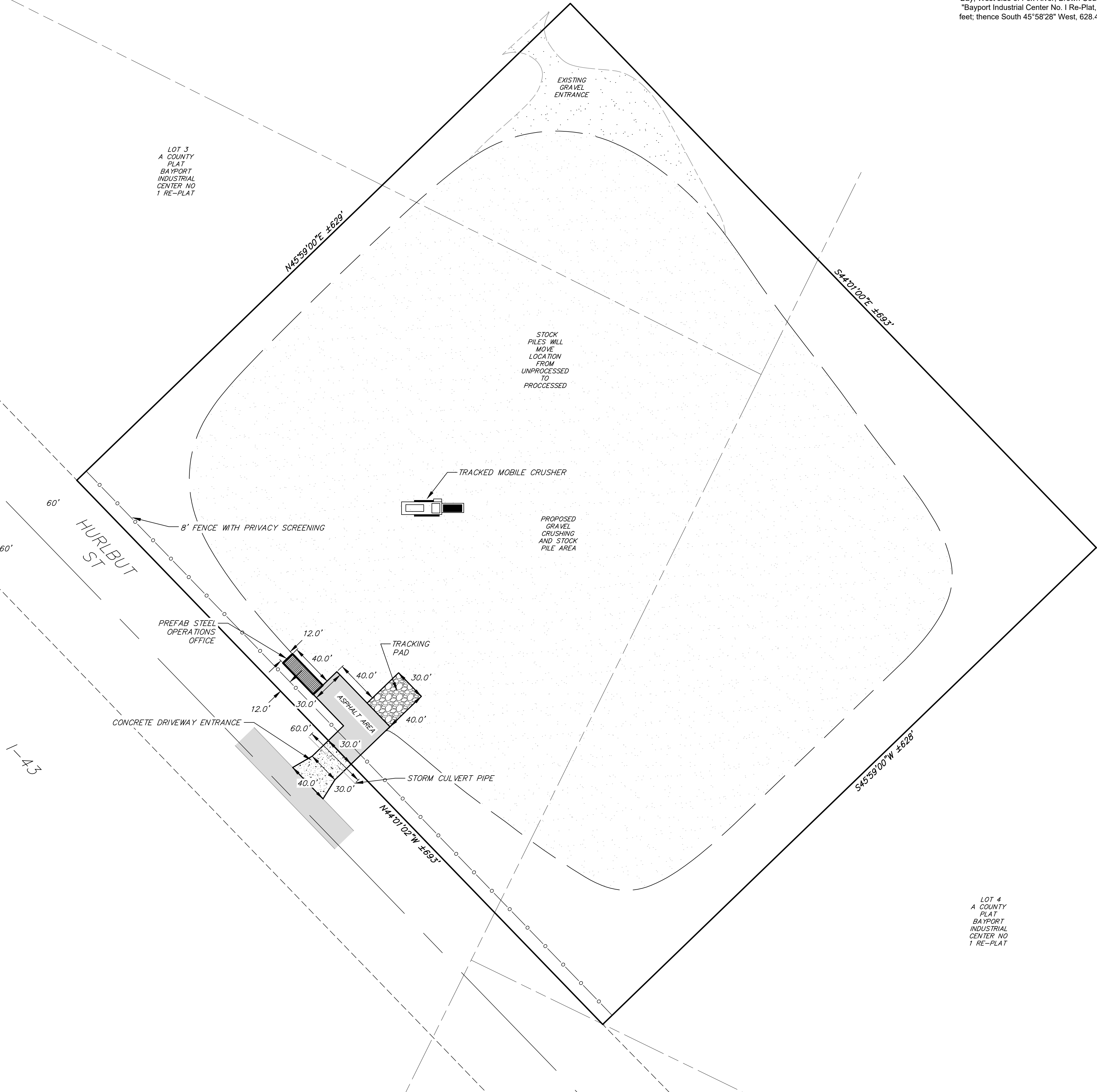
**Zoning Petition (ZP 25-15)
Conditional Use Permit Request
at 1300 Block Hurlbut Street
Crushing Facility in General
Industrial (GI) District**



PRELIMINARY SITE PLAN

Part of Lot Four (4), in the recorded Plat of "Bayport Industrial Center No. 1 Re-Plat, A County Plat", Brown County Records, being located in part of Lots Twenty-three (23), Twenty-four (24), and Forty-two (42), Fort Howard Military Reserve, Township Twenty-four (24) North, Range Twenty (20) East, City of Green Bay, West side of Fox River, Brown County, Wisconsin, more fully described as follows: Beginning at the Northwest corner of Lot Four (4), in the recorded Plat of "Bayport Industrial Center No. 1 Re-Plat, A County Plat", Brown County Records, thence North 45°58'28" East, 628.48 feet; thence South 44°01'32" East, 693.10 feet; thence South 45°58'28" West, 628.48 feet to the northerly right- of-way of Hurlbut Street; thence North 44°01'32" West, 693.10 feet along said right-of-way to the point of beginning

-Hurlbut Street-



NOTES

Bearings referenced to the Brown county GIS system.

The lot boundary depicted on this map is just for reference only. Brown County GIS information was used.



vierbicher
planners | engineers | advisors

Site Plan

REVISIONS		REVISIONS	
NO.	DATE	NO.	DATE

C Roffers

Parcel #6-3042-1

DWG NO S-4007

DATE

05/12/2025

DRAFTER

JRW

CHECKED

####

PROJECT NO.

250392

SHEET

1 OF 1

Narrative for the daily operations of Roffers Recycle Yard

Morning Startup (6 AM): The workday begins promptly at 6 AM with preparations to ensure all equipment and machinery are in optimal working condition. Any necessary maintenance checks are performed on the crushing and screening equipment to avoid downtime.

The part-time employee, during their scheduled hours, may assist with tasks such as organizing the yard, monitoring equipment, or preparing materials for processing.

Truck Traffic Management (Throughout the Day): Throughout the day, trucks carrying concrete, asphalt, and other materials arrive at the yard, with the volume ranging from zero to 25 trucks per day. Each truck is guided through a streamlined process for unloading materials. This ensures efficient turnaround times and minimizes congestion.

Material Processing (As Needed): The concrete and asphalt crushing, primarily occur during a designated 4-week period of September through December. However, outside of that timeframe, the site focuses on organizing and managing incoming materials, staging processed materials, and preparing them for sale or further use.

When crushing and screening are active, the work involves carefully feeding raw materials into the machinery to create usable aggregates. Attention to quality control is prioritized to produce consistent and high-quality products.

Inventory Management and Yard Maintenance: During quieter periods, the yard is maintained to uphold safety standards and operational efficiency. The employee may handle duties such as maintaining a clean workspace, checking inventory levels, or assisting with the arrangement of processed materials for distribution.

Afternoon Wrap-Up (4 PM): As the day winds down, the equipment is inspected and secured for the next day's operations. Necessary administrative tasks, such as record-keeping of truck activity and material inventory, are completed. Plans for the next day are reviewed to ensure readiness for incoming trucks or any special projects.



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: Hurlbut Street City of Green Bay
Parcel Number(s): 6-3042-1
Petitioner(s): Vierbicher Date: 5/13/2025
Email: Jwol@vierbicher.com Phone Number: (920)329-5585
Address: 400 Security Blvd Suite 1 City: Green Bay State: WI Zip: 54313
Property Owner: Martell Development LLP 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, James R Wolfe Jr, 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: Wayne Emerson Date: 5/21/25

Petitioner Signature(s): James R Wolfe Jr

Checklist of required attachments:

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

For office use only:

Review Fee: _____ Receipt No.: _____ Zoning Petition No.: _____



Report to the Green Bay Plan Commission

MEETING DATE

June 24, 2025

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # Q.2

To approve a request to amend the Smart Growth 2022 Comprehensive Plan for the 2100 Block of Deuchert Street (Parcel ID 21-1229) from future Medium/High Density Residential land-use to Low-Density Residential land use, submitted by James Wolfe, Jr. of Vierbicher, on behalf of Broadway Realty LLC, property owner. (CPA 25-02 Plan Commission Meeting June 16, 2025).

BACKGROUND

Reason for Request: The proposed comprehensive plan amendment would allow for single-family residential development of a 10.1-acre parcel located between Highland Park Avenue and Deuchert Street and between Deckner Avenue and Morrow Street.

Subject Parcel Zoning and Land Use: Subject property is zoned Varied Density Residential (R3), the parcel is vacant.

Surrounding Zoning and Land Uses:

North: Varied Density Residential (R3) | WPS Substation

South: Varied Density Residential (R3) and Office Residential (OR) | Multi-family and medical office

East: Varied Density Residential (R3) | Single and Two-family residential homes

West: Varied Density Residential (R3) | Multi-family residential homes

Report: The subject parcel has a total of 10.097 acres located between Deuchert Street and Highland Park Avenue. The subject property is an undeveloped lot. A power line runs through the eastern portion of the lot. Development in said area in the future would need to account for said power line. The parcel is currently zoned (R3) Varied Density Residential.

The applicant is interested in developing 41 parcels to create single-family homes along new public streets which connect Deuchert Street to Highland Park Avenue. The applicant is seeking to create lot sizes which range from 5300 square feet to 1500 square feet with home sizes typically ranging from 1600 to 1800 square feet. A conceptual vision of the layout of the property is attached to the staff report.

The applicant proposes to market the development to individuals 55 and older with ownership and maintenance of lots remaining with the developer, Broadway Realty LLC. Zoning code does not have a distinction between owner-occupied properties or ownership of a property by a landowner. Additionally, the zoning code does not distinguish marketing for ages 55 plus in a subdivision. However, the 2019 Housing Market Study indicated that the City is short of housing units and in the 55 Plus units.

The future land use of the subject parcel is medium-high density residential. Given the size of the parcel and its location near existing multi-family developments, the land use designation as medium-high density residential has merit. However, the area is located between an area to the west which is predominantly multi-family campus and to the east which is predominantly one-and two-family homes located on lot sizes which vary between 7,400 square feet and 12,000 square feet. The existing medium-high-density residential

future land-use designation is greater than 8 units per acre and the proposed change to low-density residential calls for 4 to 8 units per acre. The request to change the parcel designation is in alignment with the conceptual development of 41 units on 10.097 acres (4.06 units per acre).

Staff feels the transitional change requested can function well within the scope of the neighborhood to provide a housing product which transitions well between subdivisions and can create conditions which can facilitate more connection and development of infill properties within the Olde Preble Neighborhood.

Ald. Stevens and neighbors within 400 feet have been notified of the meeting based on Plan Commission policy. A neighborhood meeting was held on May 8, 2025. Approximately 8 people attended. Several calls have been received asking questions about the request, but no comments have been provided as of the drafting of this report.

RECOMMENDATION

Approval of the request to change the 2022 Smart Growth Plan's future land-use designation of the parcel from medium-high-density residential to low-density residential, as requested.

FISCAL IMPACT

ATTACHMENTS

1. ZP 25-14 Application
2. ZP 24-15 Property Map
3. ZP 25-14 Project Summary
4. ZP 25-14 Concept Site Layout Model (Color)
5. ZP 25-14 Site Survey



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: Deuchert Street

Parcel Number(s): 21-1229

Petitioner(s): Vierbicher

Date: 5/15/2025

Email: Jwol@vierbicher.com

Phone Number: (920)329-5585

Address: 400 Security Blvd

City: Green Bay

State: WI

Zip: 54313

Property Owner: Broadway Realty LLC

Phone Number: (920)366-6230

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, James R Wolfe Jr.

, 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)
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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: David Michael Cuene (May 15, 2025 10:05 CDT)

Date: _____

Petitioner Signature(s): James R Wolfe Jr.

Checklist of required attachments:

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

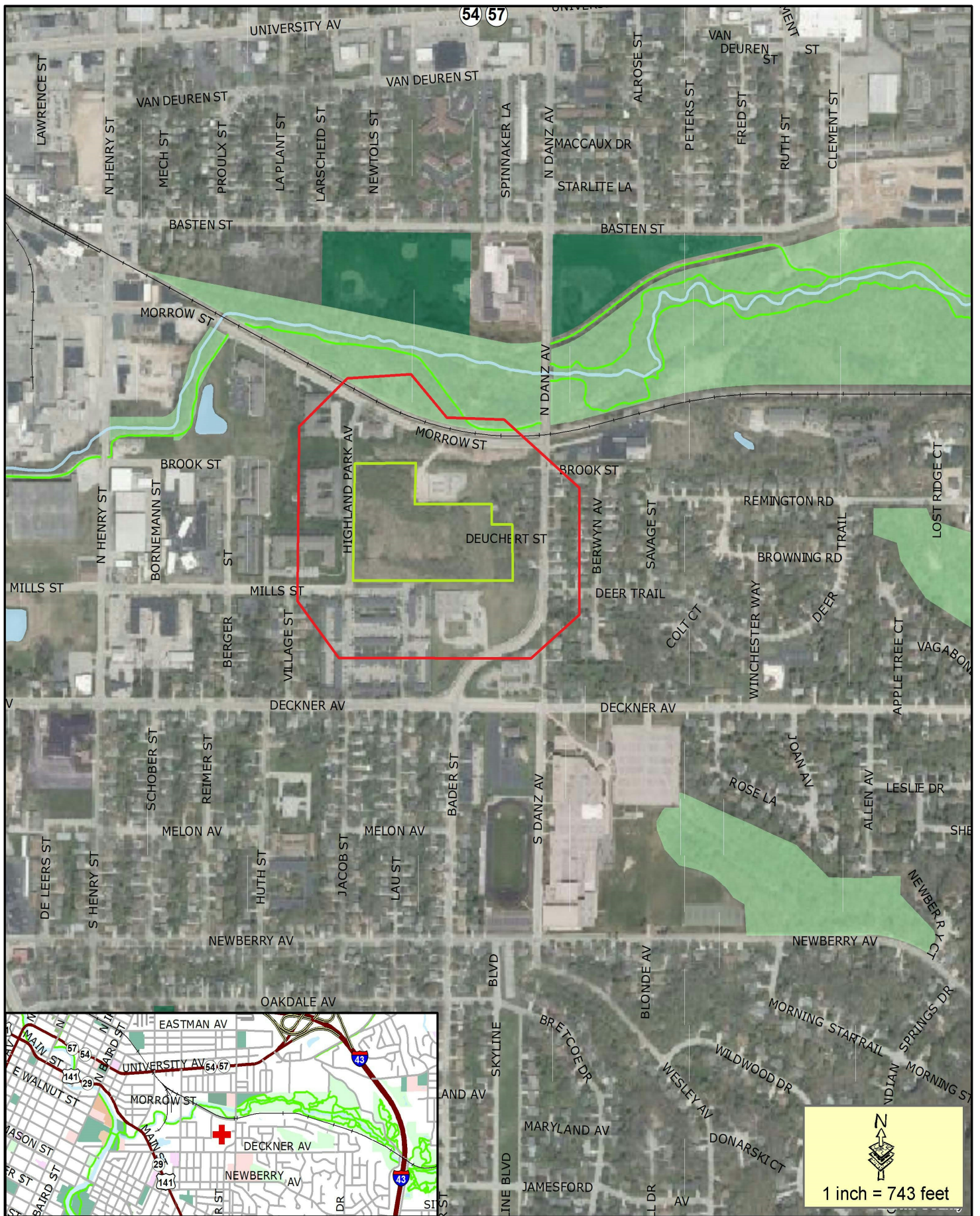
For office use only:

Review Fee: \$375
\$150
\$275

Receipt No.: _____

Zoning Petition No.: CPA 25-02

2P 25-14
VR 25-01



- Proposed Rezone and Comprehensive Plan Amendment Parcel
- 400' Property Owner Notice

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

Zoning Rezone Petition (ZP 25-14)
Comprehensive Plan Amendment (CPA 25-02)
2100 Block of Deuchert Street
Parcel 21-1229

Project Summary: The Pines Subdivision

The Pines Subdivision is a thoughtfully designed residential rental community tailored for individuals aged 55 and older, offering a simplified and comfortable lifestyle. Developed and maintained by Broadway Realty LLC, this neighborhood comprises 41 lots on dedicated public streets.

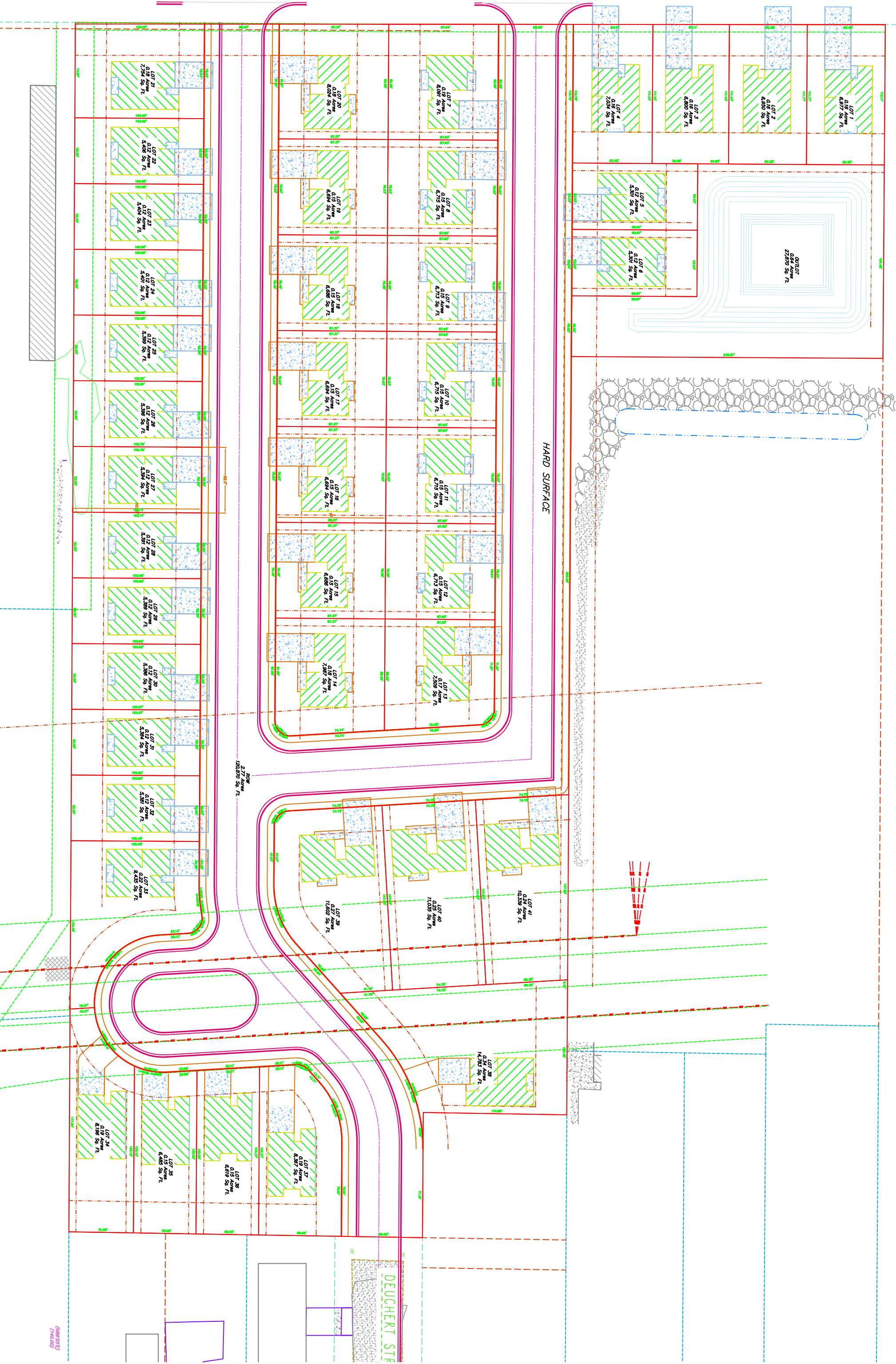
The subdivision will feature various lot sizes and two distinct home designs, both reflecting a charming cottage-style exterior. Each home will include:

- **Lot sizes ranging from 5,300 to 15,000 sq. ft.**
- **Homes spanning 1,600 or 1,800 sq. ft.**
 - 2 bedrooms
 - 2 bathrooms
 - 2-stall garages

Broadway Development LLC will retain ownership and oversee maintenance of all lots, ensuring consistent quality and upkeep throughout the community. Included amenities such as lawn care and snow removal will provide residents with added convenience.

The overall vision for The Pines is to create a welcoming and serene environment that seamlessly blends aesthetic appeal with functionality. This thoughtfully designed community offers comfort, convenience, and modern living in a cozy setting, perfectly suited for active older adults seeking a low-maintenance lifestyle.

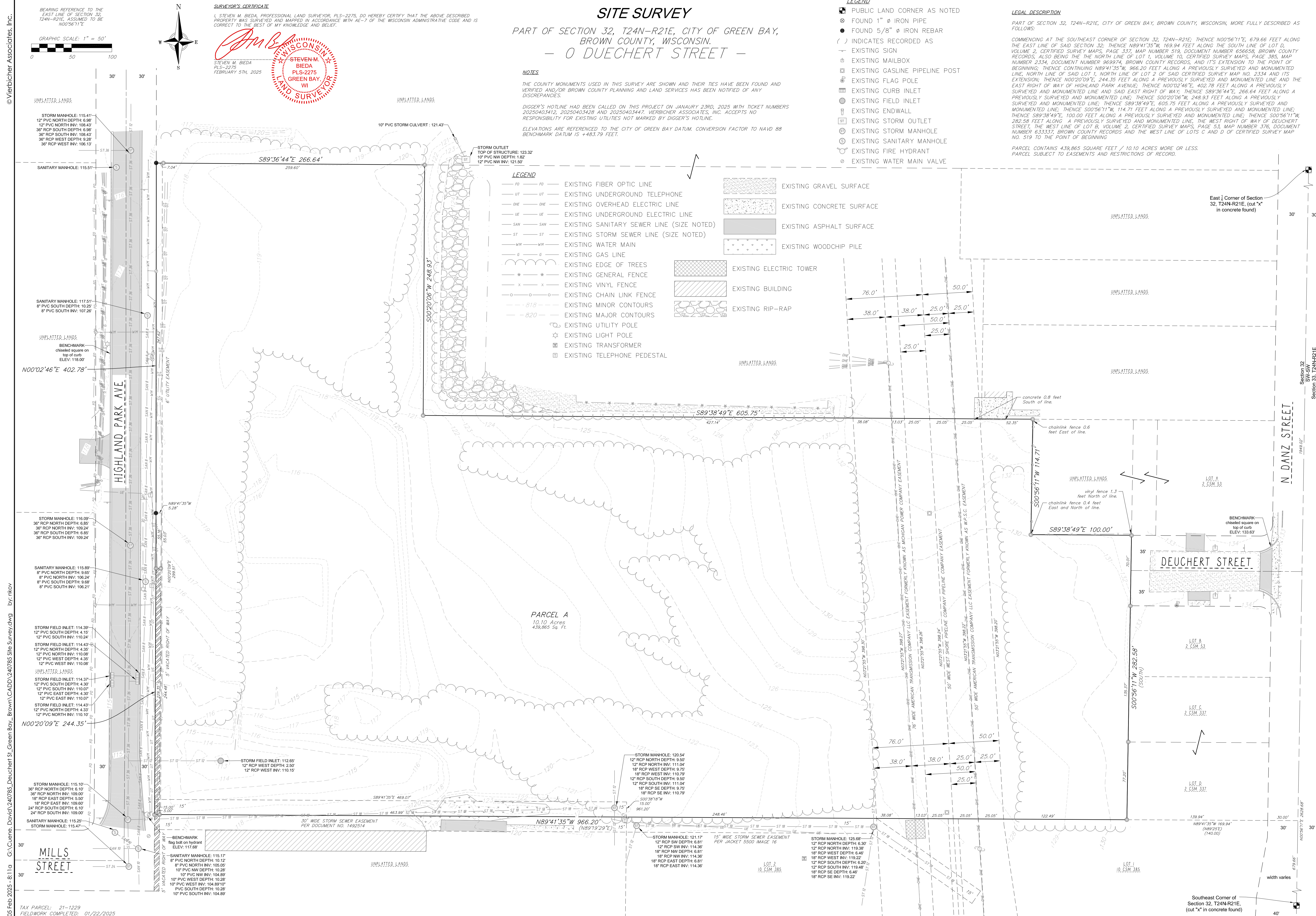
HIGHLAND PARK AVE



HARD SURFACE

DEUCHERT STR

(N&S) (1/4/00)





Report to the Green Bay Plan Commission

MEETING DATE

June 24, 2025

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # Q.3

To approve a request to rezone the 2100 Block of Deuchert Street (Parcel ID 21-1229) from Varied Residential (R3) district to Low-Density Residential (R1) district, submitted by James Wolfe, Jr. of Vierbicher, on behalf of Broadway Realty LLC, property owner. (ZP 25-14 Plan Commission Meeting June 16, 2025).

BACKGROUND

Reason for Request: The proposed rezoning is requested to allow for a single-family residential development of a 10.1-acre parcel located between Highland Park Avenue and Deuchert Street and between Deckner Avenue and Morrow Street.

Subject Parcel Zoning and Land Use: Subject property is zoned Varied Density Residential (R3), the parcel is vacant.

Surrounding Zoning and Land Uses:

North: Varied Density Residential (R3) | WPS Substation

South: Varied Density Residential (R3) and Office Residential (OR) | Multi-family and medical office

East: Varied Density Residential (R3) | Single and Two-family residential homes

West: Varied Density Residential (R3) | Multi-family residential homes

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends Medium-High Density Residential future uses for this parcel. The associated application, CPA 25-02, requests a future land use of Low-Density Residential. Staff has recommended approval of CPA 25-02.

Report: The subject parcel has a total of 10.097 acres located between Deuchert Street and Highland Park Avenue. The subject property is an undeveloped lot. A power line runs through the eastern portion of the lot. Development in said area in the future would need to account for said power line. The parcel is currently zoned (R3) Varied Density Residential.

The applicant is interested in developing 41 parcels to create single-family homes along new public streets which connect Deuchert Street to Highland Park Avenue. The applicant is seeking to create lot sizes which range from 5,300 square feet to 15,000 square feet with home sizes ranging from 1,600 to 1,800 square feet. A conceptual vision of the layout of the property is attached in the staff report. This would create approximately 4.06 units per acre on the overall site.

The applicant proposes to market the development to individuals 55 and older with ownership and maintenance of lots remaining with the developer, Broadway Realty LLC. Zoning code does not have a distinction between owner-occupied properties or ownership of a property by a landowner. Additionally, zoning code does not distinguish marketing to ages 55 plus in a subdivision.

The applicant has sought a change in the comprehensive plan to allow for low-density residential future land-use designation. This use classification allows for construction of single- or two-family homes to be created

with a density of 4 to 8 units per acre. The applicant has requested a change of the zoning code to (R1) Low Density Residential housing. However, after detailed review by staff, staff recommends a zoning classification of (R2) Medium Density Housing. Staff feels this classification is warranted because of the following factors:

1. Staff views this infill as a transition area between R3 Varied-Density Residential classification to the south and west and R1 Low-Density Residential classification to the east.
2. The conceptual plan for the development area calls for lot sizes under 7,500 square feet. R1 zoning requires a minimum lot size of 7,500 square feet for a single-family home. R2 zoning requires a minimum of 5,000 square feet.
3. The neighborhood to the east of Danz Avenue has lot sizes typically ranging from 7,400 square feet and 12,000 square feet. These lots predominantly have a lot width of 60.5 feet. The proposed development conceptually creates parcel sizes with 52.5 and 76.0 feet in width. These widths are of similar nature to the size of existing R1 designated lots to the east but can fit the classification of R2 zoning, which calls for parcel minimum widths of 45 feet and overall size of single-family parcels to be a minimum of 5,000 square feet. Staff believes this concept is more in alignment with homes typically built in the surrounding area.
4. Even with conceptual lot sizes smaller than typical non-infill suburban development, the density created will be on the low end of the density threshold of 4 to 8 units per acre. Medium-Density residential land-use dictates that greater than 8 units per acre are needed to meet a medium-high density threshold.

Staff feels the transitional change requested can function well within the scope of the neighborhood to provide a housing product which transitions well between subdivisions and can create conditions which can facilitate more connection and development of infill properties within the Olde Preble Neighborhood.

Conceptual site layout and elevations of potential buildings have been included in the staff report as they have been provided by the applicant for context. Please note, final plat plans, building materials and lot sizes are determined within bulk requirements of the code. Any building plans or Plats require staff approval, but specific building designs nor the plat are being considered with this rezoning request.

Ald. Stevens and neighbors within 400 feet have been notified of the meeting based on Plan Commission policy. A neighborhood meeting was held on May 8, 2025. Approximately 8 people attended. Several calls have been placed asking questions about the request, but no comments have been made as of the drafting of this report.

RECOMMENDATION

Approval of the request for a zoning change from Varied-Density Residential (R3) Zoning to Medium-Density Residential (R2) Zoning rather than the original request to Low-Density Residential (R1) Zoning.

FISCAL IMPACT

ATTACHMENTS

1. ZP 25-14 Application
2. ZP 24-15 Property Map
3. ZP 25-14 Project Summary
4. ZP 25-14 Concept Site Layout Model (Color)
5. ZP 25-14 Site Survey
6. ZP 25-14 Exterior Multi-Color Examples



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: Deuchert Street

Parcel Number(s): 21-1229

Petitioner(s): Vierbicher

Date: 5/15/2025

Email: Jwol@vierbicher.com

Phone Number: (920)329-5585

Address: 400 Security Blvd

City: Green Bay

State: WI

Zip: 54313

Property Owner: Broadway Realty LLC

Phone Number: (920)366-6230

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, James R Wolfe Jr.

, 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: David Michael Cuene (May 15, 2025 10:05 CDT)

Date: _____

Petitioner Signature(s): James R Wolfe Jr.

Checklist of required attachments:

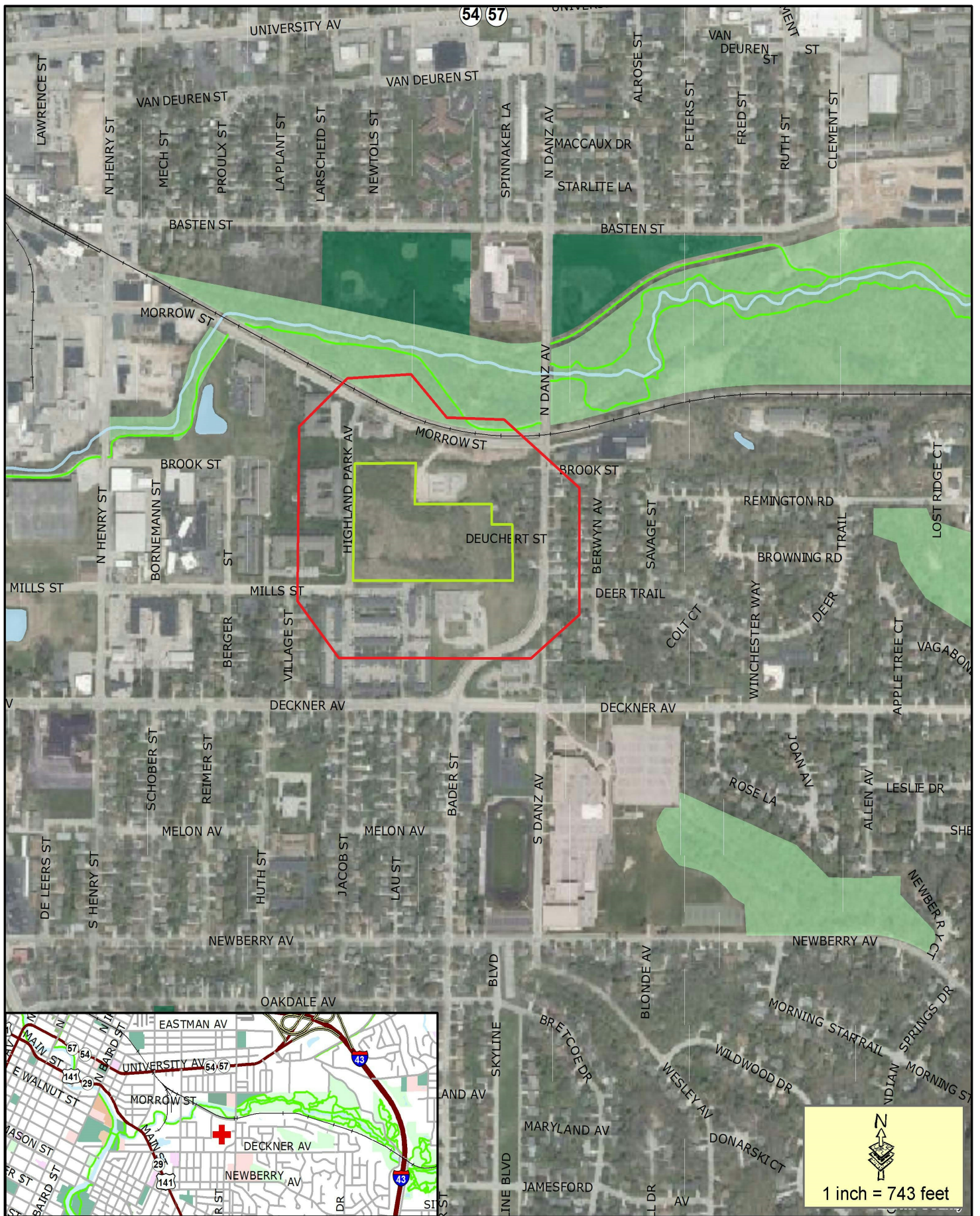
- Map
- Legal Description
- Applicant Narrative Describing Project
- All Other Pertinent Information

For office use only:

Review Fee: \$375
\$150
\$275

Receipt No.: _____

Zoning Petition No.: CPA 25-02
VR 25-01
ZP 25-14



- Proposed Rezone and Comprehensive Plan Amendment Parcel
- 400' Property Owner Notice

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

Zoning Rezone Petition (ZP 25-14)
Comprehensive Plan Amendment (CPA 25-02)
2100 Block of Deuchert Street
Parcel 21-1229

Project Summary: The Pines Subdivision

The Pines Subdivision is a thoughtfully designed residential rental community tailored for individuals aged 55 and older, offering a simplified and comfortable lifestyle. Developed and maintained by Broadway Realty LLC, this neighborhood comprises 41 lots on dedicated public streets.

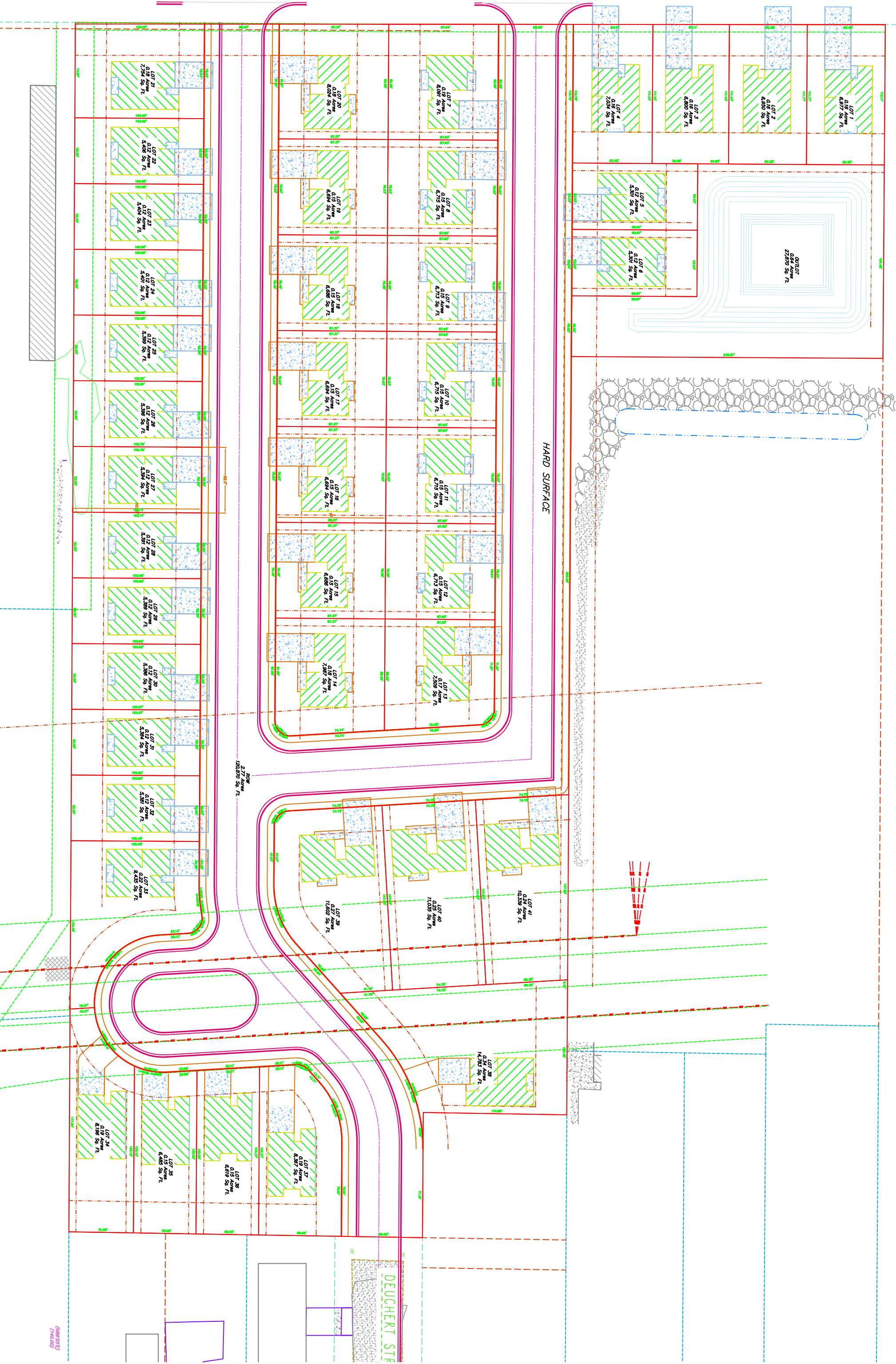
The subdivision will feature various lot sizes and two distinct home designs, both reflecting a charming cottage-style exterior. Each home will include:

- **Lot sizes ranging from 5,300 to 15,000 sq. ft.**
- **Homes spanning 1,600 or 1,800 sq. ft.**
 - 2 bedrooms
 - 2 bathrooms
 - 2-stall garages

Broadway Development LLC will retain ownership and oversee maintenance of all lots, ensuring consistent quality and upkeep throughout the community. Included amenities such as lawn care and snow removal will provide residents with added convenience.

The overall vision for The Pines is to create a welcoming and serene environment that seamlessly blends aesthetic appeal with functionality. This thoughtfully designed community offers comfort, convenience, and modern living in a cozy setting, perfectly suited for active older adults seeking a low-maintenance lifestyle.

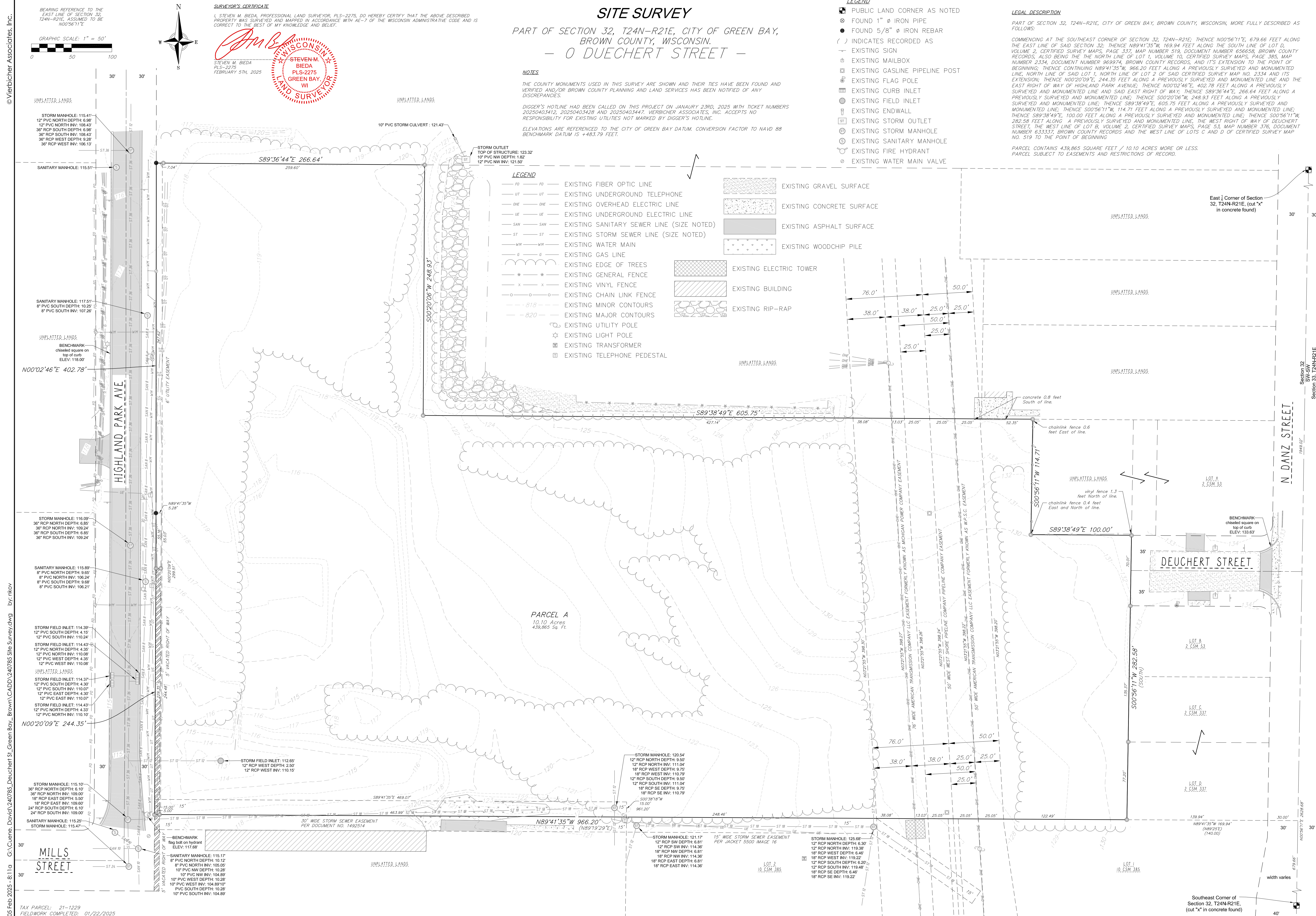
HIGHLAND PARK AVE



HARD SURFACE

DEUCHERT STR

(N&S 235)
(74x100)







Report to the Green Bay Plan Commission

MEETING DATE

June 24, 2025

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # Q.4

To approve amendments to Section 44-1553(5) of the Green Bay Municipal Code, Chapter 44, related to Historic Preservation. (TA 25-03 Plan Commission Meeting June 16, 2025).

BACKGROUND

Reason for Request: The Zoning Ordinance text amendment is proposed to allow for an expansion of what Certificates of Appropriateness (COAs) can be approved at a staff level versus Landmarks Commission review level.

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan does not provide specific guidance regarding the proposed text amendment but is supportive of historic preservation efforts.

Report: The Department of Community and Economic Development (DCED) is proposing a text amendment to the zoning code related to historic preservation. More specifically, what projects can be approved at a staff level via Certificates of Appropriateness (COAs) versus Landmark's Commission level. Currently, the following projects require review at the monthly Landmarks Commission meeting:

- Unattached visible accessory structures
- New commercial signs
- Changes to commercial sign faces outside of the identical dimensions
- Installation of cell or utility towers
- Rooftop alterations or mechanicals not visible from public right-of-way
- Repair or replacement of decks, porches, or balconies not visible from the public right-of-way
- Installation of skylights on roofs

We are proposing these COAs be able to be reviewed and approved at the staff level. This is based on a review of over five years of COAs to determine which projects were not as complex and generally had the same or similar approvals and/or conditions but were slowed down by needing to go through the Landmarks Commission.

Additionally, there is language added and removed to clarify when the Landmarks Commission, Director of Community and Economic Development, and DCED Staff have the authority to review COAs. This text amendment has been vetted by the City's Law Department and the Landmarks Commission and their staff. They are supportive of the amendment as it is proposed.

RECOMMENDATION

Approve amendment to the Municipal Code, Section 44-1553(5), as proposed.

FISCAL IMPACT

ATTACHMENTS

- I. G.O. 10-25 Relating to Authority to Issue COA

GENERAL ORDINANCE NO. 10-25

**AN ORDINANCE AMENDING
SECTION 44-1553(5), GREEN BAY MUNICIPAL CODE,
RELATING TO AUTHORITY TO ISSUE CERTIFICATE OF APPROPRIATENESS**

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

SECTION 1. Section 44-1553(5), Green Bay Municipal Code, is hereby amended to read:

(5) *Authority to issue COA.* The LC and, in certain limited cases described below, the Director of Community and Economic Development, or their designee, may issue a COA in accordance with this section.

(a) ~~The Director of Community and Economic Development,~~ or their designee, may issue a COA in the following cases:

- 1.** Roof repair/replacement.
- 2.** Gutter repair/replacement.
- 3.** Private sidewalk and driveway repair/replacement of the same dimensions and orientation.
- 4.** Chimney repair and tuckpointing according to the Secretary of the Interior Standards and in appropriate color and design.
- 5.** Installation of fences.
- 6.** Storm window or storm door repair or replacement.
- 7.** Installation of glass blocks in basement window openings.
- 8.** Painting of existing unpainted brick.
- 9.** Unattached ~~nonvisible~~ accessory structures.
- 10.** Replacement of **existing siding with** identical siding.
- 11.** Replacement or repair to porches identical to existing style and materials.
- 12.** Commercial sign **installation or** replacement ~~of identical dimensions.~~
- 13.** **Installation of cell or utility towers.**
- 14.** **Rooftop alterations or mechanicals not visible from the public right-of-way.**
- 15.** **Repair or replacement of decks, porches, or balconies not visible from the public right-of-way.**
- 16.** **Installation of skylights on the roof.**

(b) ~~The Director of Community and Economic Development, or their designee,~~ shall make this decision within 30 days of the filing of the application. If the

~~Director/designee is unable to make a decision within 30 days, approval of the COA shall be granted. If a COA~~ **cannot be approved administratively, it shall be** denied by the Director, **or their** designee. This decision may be appealed to the LC.

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

6/10/2025



Report to the Green Bay Plan Commission

MEETING DATE

June 24, 2025

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # Q.5

To approve amendments to various sections of the Green Bay Municipal Code, Chapter 44, related to Mail Distribution Facilities. (TA 25-04 Plan Commission Meeting June 16, 2025).

BACKGROUND

Reason for Request: The Zoning Ordinance text amendment is proposed to reflect the creation of a new land use definition, Mail Distribution Facilities.

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan does not provide specific guidance regarding the proposed text amendment.

Report: CED is proposing a text amendment to the zoning code related to the addition of a new land use designation, Mail Distribution Facilities. This type of use currently falls under the Wholesale and Distribution Facility definition, which is as follows: Wholesale and distribution facility means an establishment providing storage, movement, or sale of merchandise and bulk goods, including mail order and catalog sales, importing, wholesale or retail sales of goods received by the establishment but not sale of goods for individual consumption.

Staff believes a more specific definition is required for this use, considering there is not generally storage or wholesale related to mail distribution. Additionally, the existing wholesale and distribution uses are not allowed in any commercial districts. The impetus of this proposed text amendment was a zone change request related to a U.S.P.S. mail distribution facility on Guns Road (ZP 25-08). During the Plan Commission review of the request on April 7, 2025, the Plan Commission and planning staff agreed that mail distribution facilities were not adequately accounted for as a land-use within the zoning and the petition was held to allow staff the opportunity to determine suitable regulations and design standards for such use.

The proposed text amendments add a new land use definition: Mail Distribution Facility, which is defined as "an establishment designated for receiving, processing, and distributing mail and packages for the purposes of delivery". This land-use is proposed to be permitted in our Highway Commercial (C2), Light Industrial (LI), and Business Park (BP) zoning districts as of right and in the General Industrial District as a Conditional Use.

Land-use development standards have been added for all districts, with the commercial development standards being slightly more restrictive than the industrial based on the potential negative impacts the use could have on current and future surrounding land-uses. These are detailed in the attached draft ordinance. To note, there are limitations on the location of loading docks and service areas, as well as screening requirements for both.

RECOMMENDATION

Approve amendments to various sections of the Municipal Code, as proposed.

FISCAL IMPACT

ATTACHMENTS

- I. G.O. 16-25 Relating to Mail Distribution Facilities

GENERAL ORDINANCE NO. 16-25

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 44, GREEN BAY MUNICIPAL CODE, RELATING TO MAIL DISTRIBUTION FACILITIES

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

SECTION 1. Section 44-250(12), Green Bay Municipal Code, is hereby amended as follows:

(12) *Transportation uses.*

Ground transportation service means an establishment that stores, maintains, or dispatches public transit vehicles, human service vehicles used for the transportation of elderly or handicapped persons, school buses, taxis, or tow trucks.

Mail Distribution Facility means an establishment designated for receiving, processing, and distributing mail and packages for the purposes of delivery.

Motor freight terminal means a facility for truck-based freight service and operations, including, but not limited to, local pick-up, local sorting and terminal operations, line-haul loading and unloading, destination sorting, terminal operations, and local delivery.

Package delivery service means a facility which transports individual packages for expedited delivery in single rear axle straight trucks or smaller vehicles where no single item weighs over 150 pounds.

Railroad switching yard and freight terminal means a facility for the operation of a line-haul or short-line freight railroad.

Ship terminal or docking facility means a facility for the docking, loading, or unloading of ships, barges, or boats that primarily transport freight.

SECTION 2. Section 44-681, Table 44-8, Green Bay Municipal Code, is hereby amended as follows:

Table 44-8. Principal Uses in the Commercial Districts

Use	C1	C2	C3	Dev.Stds.
Vehicle Services				
Automobile rental	-	P	C	X
Automobile sales – used or new	-	P	C	X

Carwash	-	P	C	X
Convenience Store	-	P	C	
Fuel/gas/service station	-	P	C	X
<u>Mail Distribution Facility</u>	<u>-</u>	<u>P</u>	<u>-</u>	<u>X</u>
Motor vehicle repair, major		P	C	X
Motor vehicle repair, minor	C	P	C	X
Parking structure (principal use)	C	C	P	
Surface parking (principal use)	C	C	C	
Drive-through facility	P	P	P	X

SECTION 3. Section 44-769, Table 44-11, Green Bay Municipal Code, is hereby amended as follows:

Table 44-11. Principal Uses in the Industrial Districts

Use	LI	GI	BP	Dev.Stds.
Transportation Uses				
Ground transportation service	P	P	-	
<u>Mail Distribution Facility</u>	<u>P</u>	<u>C</u>	<u>P</u>	<u>X</u>
Motor freight terminal	P	P	C	X
Package delivery service	P	P	P	
Railroad switching yards and freight terminal	-	P	-	
Ship terminal or docking facility	P	P	-	

SECTION 4. Section 44-1584, Green Bay Municipal Code, is hereby amended as follows:

(rm) Mail Distribution Facility in commercial districts.

(1) This use should be approved only where more typical commercial uses are not expected to compete for the same space.

(2) The intent for this use allowance is to have little to no external impacts and that the use and building are found to be compatible with the commercial environment. Such uses shall only be approved if they are found to have adequate parking and loading areas and to not have negative impacts on surrounding properties in terms of traffic, noise, odor, vibration, heat, glare,

and the like. Impacts on any nearby residential uses will be considered, in particular.

(3) Such uses shall fit with their surrounding context in terms of intensity and scale of the use, functional character, and architectural character. Such uses shall have a positive image from the street frontage.

(4) Loading docks shall not be located on a building façade facing a public right-of-way. Loading docks shall be screened so as to minimize the visibility from any street.

(5) Service areas shall be screened with an approved combination of berms, landscaping, and walls or fences architecturally complementary to the principal building.

(6) Warehousing areas accessory to mail distribution shall be limited to 20 percent of gross floor area.

(7) Retail areas accessory to mail distribution shall be limited to 40 percent of gross floor area.

(8) Building size shall be limited to 20,000 square feet.

(9) In addition to the required landscaping and buffering (Article 19, Division 5), fencing or a wall is also required on any rear or side yard and shall be 100% opaque and 6-8' in height.

(10) No outdoor storage shall be allowed.

(11) The maximum driveway width at the property and setback line shall not exceed 30-feet. The maximum width of the driveway at curb or pavement line shall not exceed 40-feet.

(12) Off-street loading spaces or zones shall be at least 50 feet from the property line when adjacent to residentially zoned property or property used for residential purposes.

SECTION 5. Section 44-1585, Green Bay Municipal Code, is hereby amended to read:

(e) Mail Distribution Facility in industrial districts.

(1) Such uses shall fit with their surrounding context in terms of intensity and scale of the use, functional character, and architectural character. Such uses shall have a positive image from the street frontage.

(2) Loading docks shall be screened so as to minimize the visibility from any street.

(3) Service areas shall be screened with an approved combination of berms, landscaping, and walls or fences architecturally complementary to the principal building.

(4) Warehousing areas accessory to mail distribution shall be limited to 40 percent of gross floor area.

(5) Retail areas accessory to mail distribution shall be limited to 20 percent of gross floor area.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. 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



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

June 24, 2025

PREPARED BY

Ronda Bitney

AGENDA ITEM # R.I

To approve the sale of the site located at the corner of University Ave and Henry St. (parking lot) Parcel #19-326 to Heraly's Liquor.

BACKGROUND

Heraly's liquor has been using the current site as a parking lot and for deliveries. In the past, the owner of the building had paid a fee to lease the site but had since deceased that lease. The site is in need of repairs and the City was planning to green space it. The City has been in contact with the owner of the liquor store, Kevin Heraly, to allow him to purchase the site and assume all required repairs.

Heraly's liquor has offered to purchase the site for the price of \$20,000 and take over all repairs as needed.

RECOMMENDATION

To approve the sale of the site (parking lot) located at the corner of University Ave and Henry Street to Heraly's Liquor for the purchase price of \$20,000.

FISCAL IMPACT**ATTACHMENTS**

1. Parking lot offer to purchase-University Ave - signed
2. GIS

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** 5/29/2025 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)** **STRIKE THOSE NOT APPLICABLE**
3 The Buyer, Heraly's Beverage, LLC,
4 offers to purchase the Property known as UNIVERSITY AVE. PARCEL #19-326,
5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the CITY of GREEN BAY,
8 County of BROWN Wisconsin, on the following terms:
9 **PURCHASE PRICE** The purchase price is TWENTY THOUSAND AND 00/100
10 Dollars (\$) 20,000.00.
11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: NA
13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**
16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: NA
18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**
21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.
26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**
27 **an addendum per line 686.**
28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before 6/4/2025.
30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.
34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**
36 **CLOSING** This transaction is to be closed on 7/15/2025
37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43 **transfer instructions.**
44 **EARNEST MONEY**
45 ■ **EARNEST MONEY** of \$ NA accompanies this Offer.
46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
47 ■ **EARNEST MONEY** of \$ NA will be mailed, or commercially, electronically
48 or personally delivered within days ("5" if left blank) after acceptance.
49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as) **STRIKE THOSE NOT APPLICABLE**
50)
51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**
55 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except: _____

80 NA. If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated NA, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____

99
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.

143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.

148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.

156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.

163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: PARKING LOT

252 _____
253 _____ [insert proposed use
254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
255 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 ☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 CHECK
266 ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
267 tank; ☐ other: _____.

268 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 ☐ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____
274 _____.

275 ☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE:

277 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;
278 ☐ water _____; ☐ telephone _____; ☐ cable _____;
279 ☐ other _____.

280 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit;
284 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____
293 _____.

294 STRIKE AND COMPLETE AS APPLICABLE: Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required
298 to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
314 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **■ RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or,

382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
386 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
387 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357,
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
394 unavailability.

395 ☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close; or

407 (2) _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
414 access for an appraisal constitute a financing commitment contingency.

415 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not adjust the purchase price; or

(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.

☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____

no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.

☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

(1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

(2) Written waiver of _____ (name other contingencies, if any); and

(3) Any of the following checked below:

☐ Proof of bridge loan financing.

☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

Other: _____

[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.

HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is stricken).

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) **NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.**

☐ Current assessment times current mill rate (current means as of the date of closing).

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

■ ~~CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land Disclosure Report and in this Offer, general taxes levied in the year of closing and~~

~~(insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.~~

~~WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.~~

■ ~~TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.~~

■ ~~GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-523).~~

■ ~~DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.~~

■ ~~TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.~~

■ ~~SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.~~

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are _____

_____. Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

DEFINITIONS

■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 601-608.

IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed. Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

ADDITIONAL PROVISIONS/CONTINGENCIES OFFER IS CONTINGENT ON FINANCE COMMITTEE AND CITY COUNCIL APPROVAL NO LATER THAN JULY 15, 2025. CLOSING DATE MAY BE COMPLETED IF APPROVAL IS GRANTED PRIOR TO THE JULY 15, 2025

CLOSING DATE

RONDA BITNEY, REAL ESTATE SPECIALIST IS A LICENSED REAL ESTATE AGENT IN THE STATE OF WISCONSIN, PREPARING THIS DOCUMENT AS AN EMPLOYEE OF THE CITY OF GREEN BAY AND REPRESENTS NO PARTY IN THIS TRANSACTION.

BUYER TO BE RESPONSIBLE FOR ALL MAINTENANCE COSTS TO SAID PARCEL 19-326 BEFORE AND AFTER DATE OF ACCEPTED OFFER, INCLUDING ANY AND ALL PERMITS COSTS WITH REQUIRED TO BRING PARKING LOT TO SUITABLE CONDITIONS THAT MAY BE REQUIRED BY INSPECTIONS.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES

Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 668-683.

(1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 670 or 671.

Name of Seller's recipient for delivery, if any: RONDA BITNEY, CITY OF GREEN BAY

Name of Buyer's recipient for delivery, if any: KEVIN N. HERALY

(2) **Fax**: fax transmission of the document or written notice to the following number:

Seller: () Buyer: ()

(3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 679 or 680.

(4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.

Address for Seller:

Address for Buyer:

(X) (5) **Email**: electronically transmitting the document or written notice to the email address.

Email Address for Seller: RONDA.BITNEY@GREENBAYWI.GOV

Email Address for Buyer: HERALYSBEVERAGE@GMAIL.COM

PERSONAL DELIVERY/ACTUAL RECEIPT

Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

ADDENDA: The attached _____ is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] RONDA BITNEY, REAL ESTATE SPECIALIST CITY OF GREEN BAY

(X) *Kevin N Heraly* *Kevin N Heraly*
Buyer's Signature ▲ Print Name Here ►

Date ▲

(X) _____
Buyer's Signature ▲ Print Name Here ►

Date ▲

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

E. Genrich

(X) Eric Genrich (Jun 10, 2025 12:21 CDT)

Seller's Signature ▲ Print Name Here ► ERIC GENRICH, MAYOR

Date ▲

(X) _____
Seller's Signature ▲ Print Name Here ►

Date ▲

This Offer was presented to Seller by [Licensee and Firm] _____

_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ This Offer is countered [See attached counter] _____

Seller Initials ▲ Date ▲

Seller Initials ▲ Date ▲

Parking lot offer to purchase-University Ave

Final Audit Report

2025-06-10

Created:	2025-06-10
By:	Ronda Bitney (ronda.bitney@greenbaywi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA07qAz2WRmJUN_kHZsDKHNIZrAVcwqljU

"Parking lot offer to purchase-University Ave" History

 Document created by Ronda Bitney (ronda.bitney@greenbaywi.gov)
2025-06-10 - 2:20:24 PM GMT

 Document emailed to eric.genrich@greenbaywi.gov for signature
2025-06-10 - 2:21:08 PM GMT

 Email viewed by eric.genrich@greenbaywi.gov
2025-06-10 - 5:21:22 PM GMT

 Signer eric.genrich@greenbaywi.gov entered name at signing as Eric Genrich
2025-06-10 - 5:21:39 PM GMT

 Document e-signed by Eric Genrich (eric.genrich@greenbaywi.gov)
Signature Date: 2025-06-10 - 5:21:41 PM GMT - Time Source: server

 Agreement completed.
2025-06-10 - 5:21:41 PM GMT



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # R.2

To approve a 2025 budget amendment resolution for unbudgeted overtime for special events.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Combined Resolution for 6.17.25 Finance Meeting

**RESOLUTION AUTHORIZING
BUDGET AMENDMENT**

June 24, 2025

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

Pursuant to the recommendation of the Finance Committee at its meeting of June 17, 2025, the following 2025 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
Increase:	101300 50501	Police-Overtime	\$91,763.72
Increase:	101300 46223	Police Overtime Reimbursement	\$91,763.72

***This budget amendment is for 2025 unbudgeted overtime for staffing at the FBI, US Marshal and Internet Crimes Against Children Task Forces, unbudgeted special events such as HS Lunch Neighborhood Security-GB Schools, Islamic Temple Security, Elon Musk Campaign Visit, Human Trafficking Operation-NFL Draft, Preble Pride 5K Run, Taste of the Draft, Walk to Mary, NWTC Security, Epic Marathon and various Farmer's Markets.*

Increase:	101400 50501	Fire-Overtime	\$16,258.59
Increase:	101400 46223	Fire Overtime Reimbursement	\$16,258.59

***This budget amendment is for 2025 unbudgeted overtime for staffing at the Brown County Fire Investigation Task Force, Epic Marathon and Elon Musk Campaign Visit.*

Increase:	101400 50501	Fire-Overtime	\$14,465.00
Increase:	101400 43611	Fire-State Overtime Reimbursement	\$14,465.00

***This budget amendment is for 2025 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 24, 2025

PREPARED BY

Dan Ditscheit, Parks Director

AGENDA ITEM # S.I

To direct staff to open all park shelter bathrooms with automated locks at 6:00 AM and close them in a staggered manner at 7:30, 8:00, 8:30 and 9:00 PM and report back to the Parks Committee at the end of the summer with an update

BACKGROUND

Ald. Galvin will discuss.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2025-06-02 Dist 4 to PRF

Online Form Submittal: Alders' Petitions and Communications

From noreply@civicplus.com <noreply@civicplus.com>

Date Mon 6/2/2025 12:17 PM

To Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Joseph Faulds <Joseph.Faulds@greenbaywi.gov>; Lindsey Belongea <Lindsey.Belongea@greenbaywi.gov>; Bill Galvin <Bill.Galvin@greenbaywi.gov>; Melinda Eck <Melinda.Eck@greenbaywi.gov>

Alders' Petitions and Communications

Name	Bill Galvin
Committee Name	Parks Committee
Text of Communication	I would like the City to open all automated park shelter bathrooms by the end of the second week of April, or as soon after weather permits and to close them for the season when the weather dictates. During that time, I would like all the shelters with automated locks to open at sunrise and all lock at sunset or when parks are closed for the day.

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



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 24, 2025

PREPARED BY

James Andersen, Recreation Supervisor,
Dan Ditscheit, Parks Director

AGENDA ITEM # S.2

To approve the installation of boulder seating areas and other amenities adjacent to the Doty Street trail connection from South Washington Street to the Fox River Trail by Downtown Green Bay Inc. contingent on the Law Department review and approval of all necessary contracts allowing the work to proceed.

BACKGROUND

Downtown Green Bay Inc. seeks to improve the pedestrian experience near the Downtown farmer's market adjacent to the Doty Street Trail connection leading to the Fox River Trail. They are requesting approval to install stone benches surrounded by ADA accessible concrete slabs. An additional concrete area will be installed to support seasonal porta-potties in that location. Careful planning ensures that these enhancements harmonize with the existing landscape, safeguarding tree roots and preserving the adjacent trail.

RECOMMENDATION

To approve.

FISCAL IMPACT

There is no fiscal impact to the City of Green Bay.

ATTACHMENTS

1. 6-4-2025 30221 Doty Street Indesign 8.5x11
2. Doty Street Photos

DOTY STREET CONCEPT

PLAN VIEW











Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # T.I

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

a. Utility Manager

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Personnel Committee Request to Fill Memo
2. Utility Manager

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: June 17, 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.

- Utility Manager– Replacement position due to the promotion of Valerie Joosten to Public Works Director effective June 11, 2025. This position is budgeted at \$103,542 - \$121,826 annually (Pay Grade O).

**Position Fill Request
Justification Report
June 10, 2025**

Position Title: Utility Manager (DPW)

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

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

This position is vacant due Valerie Joosten's promotion to Public Works Director.

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

The position is included in the current budget. The current salary range for the position is \$103,542 - \$121,826 per year. The position is currently funded 50% by the Sanitary Sewer Utility and 50% by the Storm Water Utility budgets.

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

Under direction of the Director of Public Works, this position oversees and directs the activities of engineering professional and paraprofessional staff in the planning, design, supervision, construction and operation of utility related public works projects. Directs and oversees the work of Sewer section personnel. Primary contact for WDNR storm water and sanitary permit compliance, along with EPA storm water permit compliance.

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

The position is responsible for the stormwater and sanitary sewer budgets and rate setting. While the position itself does not generate revenue, it is a critical position related to revenues collected by the utilities.

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

This vacancy is a critical position on DPW's management team. The position is responsible for program and staff management. This position manages a division of 32 individuals. Existing managers within other divisions are unable to absorb the additional duties.

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

Currently, the duties are being done by the previous Utility Manager in addition to her duties as Public Works Director. Continuing to cover both positions is not sustainable and the position will need to be filled. Staff and projects may not receive the same level of attention or timeliness until this position is filled. This may also affect the ability to complete timely stormwater management and site plan reviews since the Utility Manager guides and mentors the Utility Engineers and other staff completing these reviews.

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

Site plan and storm water management plan reviews may not be completed in a timely manner. The City would be unable to take on new projects necessary to achieve permit goals and comply with regulations. Staff would not have effective management. There would be a lack of financial oversight for the Utility budgets, expenditures and revenues.

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

The alternate method of accomplishing the work would be to assign the work to other managers or the public works director. Given the critical nature of this position, this is not a practical alternative.

9. Are there union issues?

No

10. Other supporting comments.

None.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # T.2

To approve the request to reclassify a Paralegal position to Advanced Paralegal.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Paralegal Reclassification
2. Paralegal - Advanced Paralegal



Human Resources Department
100 North Jefferson Street - Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee
Brian Rollefson, Human Resources Director

From: Jennifer Smits, Human Resources Generalist

Re: Request to reclassify a Paralegal position in the Law Department to an Advanced Paralegal position

Date: June 17, 2025

RECOMMENDATION

- I. Human Resources and the Law Department request that a Paralegal position (Pay Grade H, \$30.76/hour-\$36.18/hour) be reclassified to an Advanced Paralegal position (Pay Grade I, \$33.49/hour-\$39.39/hour).

BACKGROUND

- II. Over the past year, the Paralegal position has taken on additional responsibilities, some of which are from a vacant Assistant City Attorney position (vacant since July 2024), including increased coordination with outside counsel and management of litigation, drafting legal pleadings, conducting legal research, and evaluating and making recommendations regarding emerging legal issues and training. The Law Department conducted an analysis of current workloads, anticipated future needs, and categorized work between Attorneys, Paralegal, and Legal Assistants. Most of the changes in position descriptions reflect work already being done by the positions. The Law Department has also revised the Assistant City Attorney position description and will restart recruitment for that position.

In addition, the Paralegal has assumed responsibility for functions that are new to the Law Department and had not previously been performed by any other employee. These include managing the Law Department's data and matter management systems for recently updated software, the City Data Alliance project, and process improvement projects associated with Tech Governance; receiving and tracking petitions and communications from alderpersons to ensure that the items are completed; and conducting real estate title research, document drafting, and recording, to support City departments.

The proposed Advanced Paralegal classification was reviewed by the City's salary plan consultant for appropriate placement in the salary plan. Based upon this review, it is

recommended that the position be placed in Pay Grade I of the City Pay Plan.

FISCAL IMPACT

- III. This reclassification results in an annual cost increase of \$2,797. The Department has stated that there is money in the budget to cover this increase.

Estimated	Paralegal Grade H, Step 6	Advanced Paralegal Grade I, Step 4
Salary	\$73,362	\$75,795
FICA	\$5,612	\$5,798
WRS (General)	\$5,099	\$5,268
Worker's Comp	\$154	\$159
Health Insurance	\$17,712	\$17,712
Dental Insurance	\$1,402	\$1,402
Life Insurance	\$93	\$96
TOTAL COMPENSATION	\$103,434	\$106,230

C: Lacey Cochart, City Attorney



JOB DESCRIPTION

City of Green Bay

Position Title:	<u>ADVANCED</u> PARALEGAL
Department:	Law
Reports To:	City Attorney
Position Status:	Non-Exempt
Salary Range:	Grade <u>H1</u>
Job Summary:	Under general supervision, performs work of considerable difficulty in the preparation and coordination of legal documents, preparation of City Council documents, preparation of real estate and development documents and management of the City's self-insured liability insurance.
Essential Functions:	1) <u>Manages all litigation Prepares for municipal, state and federal courts and various state agencies, including liaisioning with outside counsel, prepare of discovery responses, all aspects of matter management, and reports to the Mayor and Common Council, as needed.</u> 2) <u>Drafts routine legal pleadings, including Petitions, Answers, Motions, Requests for Production of Documents, Interrogatories, Affidavits, Settlement Agreements, Releases, and communicates with the courts. Performs research.</u> 3) <u>Manages all legal subpoenas served on the City, including preparation and delivery of records pursuant to the same, preparing for and coordinating depositions, and liaisioning with outside counsel, as needed.</u> 4) <u>Evaluates emerging legal issues, interprets their impact of the City, and makes recommendations for changes to City policy, procedure, and ordinances.</u> 1)5) Tracks open cases and litigation files, and schedules matters among parties. Prepares discovery including document production and discovery responses. Prepares deposition summaries and trial notebooks when necessary. Performs complex legal research and analysis on municipal, state, and federal law. 2) Assists the City's insurer in monitoring and investigating liability claims against the City, and acts as point of contact with insurer for all insurance related matters. Compiles data and prepares the City's annual insurance application. Prepares certificates of insurance for City projects and events held on property not owned by the City. 3)6) Conducts legislative research, analysis, and initial dDraftings of ordinances and resolutions for Council approval, and associated notices and lis pendens. Coordinates and maintains the updates to the City's Municipal Code, including working directly with Municode. 7) Manages the Law Department's budget, Assists the City Attorney in the preparation of the department's budget, monitorsincluding all expenditures, and provides detailed analysis and updates to the City Attorney as requested. and reviews budget status. 8) Manages Law Department data, initiates analysis, reporting, and presentation, as well as process improvement and other efficiency measures. 9) Manages the intake of complex legal matters, including initial assessment, appropriate assignment, and electronic tracking. 10) Coordinates and drafts legal opinions for municipal audits and accounting requests.

	4)11) <u>Manages the City-wide system for assessing, assigning, and completing Alderperson communications, referrals, ordinances and resolutions, including all communications with Department Directors, and providing training on all enhancements.</u> 5) <u>Drafts settlement letter and releases, and drafts claims reports to Council. Takes and prepares minutes of the Insurance Claims Committee meetings.</u> 6)12) <u>Compiles contracts and ensures proper execution and retention. Drafts documents for the City's sale and purchase of property, including deeds, transfer forms, closing statements, offers to purchase, rights of first refusal, easements and easement releases.</u> 7)13) <u>Drafts routine correspondence and agreements, notices, certifications, petitions, etc.</u> 14) <u>Responds to inquiries from City Departments and the public on a wide variety of legal matters. Maintains files and records. Assists in preparation of responses to records requests.</u> 8)15) <u>Voting member of the City Claims Committee, as required by Ordinance. Required to attend scheduled meetings, review materials, deliberate, and vote, or identify a designee.</u> 9)16) <u>Assists City Attorney with special projects as needed.</u> 10)17) <u>Performs other duties as assigned.</u>
Knowledge, Skills And Abilities	▪ <u>Comprehensive knowledge of civil litigation, rules of civil procedure, municipal law, Wisconsin state law, and federal law.</u> ▪ <u>Comprehensive skill in drafting business letter writing and forms, letter procedures, forms and terminology, electronic filing systems, standard law office procedures and routines and City-wide operations.</u> ▪ Comprehensive knowledge of court rules and regulations. Knowledge of Uniform System of Citations and legal terminology. Knowledge of real estate forms and asset transfers, including basic understanding of foreclosure and bankruptcy proceedings. ▪ Comprehensive skill in providing a full-range of <u>secretarial legal</u> services including use of discretionary judgment in dispensing information. Considerable skill in organizing and maintaining <u>complex legal matters, a variety of office records and confidential files, determining</u> the formats for legal documents, reports and various documents and correspondence, composing letters or memoranda, preparing reports and establishing and maintaining <u>reports files and records.</u> ▪ Ability to utilize a computer and the required software. Ability to work independently without specific instructions. Ability to handle confidential information with discretion. Ability to interpret and follow complex written and oral instructions, including rules and regulations. <u>Ability to take and transcribe minutes.</u> Ability to multi-task and prioritize assignments while complying with deadlines. Ability to complete detail-oriented work, maintain a high level of organization, and calendar legal deadlines. Ability to establish and maintain effective working relationships with staff and the public. Ability to deal effectively and tactfully with the public. Ability to work the required hours of the position.
Minimum Education And Experience	▪ High school diploma or equivalent. ▪ Associate degree in Paralegal studies or a related field. ▪ 3-5 years related experience. Experience in a public setting or municipal background strongly preferred. ▪ Ability to obtain Notary Public Commission.

	A combination of equivalent experience and/or education may be considered.
Physical Requirements	Ability to perform the following activities: ▪ Lifting up to 10-20 pounds. ▪ Carrying up to 10-20 pounds. ▪ Frequent sitting. ▪ Ability to focus for long periods of time on projects. ▪ Ability to reach, stoop and lift.
The above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. I have read the above position description and understand the duties and responsibilities of the position.	
_____ Employee Name (please print)	_____ Date
_____ Employee Signature	



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # T.3

To approve the request to increase the Mayor salary for the next term beginning in 2027 including the Personnel Committee's recommendation that the Mayor salary will increase, in perpetuity, at the same rate as the City's general municipal employees.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Mayor Salary Proposal 6.17.25
2. Mayor Salary Fiscal Impact 6.17.25
3. Mayor Salary Comparables 6.17.25
4. June2025_Market Analysis_Mayor



Human Resources Department
100 North Jefferson Street • Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee

From: Brian Rollefson, Human Resources Director

Re: City of Green Bay Mayor Compensation Plan

Date: June 12, 2025

MAYOR COMPENSATION

Based on market assessment of comparable municipalities, The City proposes to pay the position of Mayor the following salary effective with the start of the next Mayoral term. The Mayor's salary cannot change during the Mayor's term, so any proposal will impact the Mayoral term starting in 2027.

Current Mayor Salary: \$102,298.55
Proposed Salary effective April 20, 2027: \$128,547.00

Each subsequent year, the Mayor's salary increase will match the increase given to general City Employees. The amount above indicates base salary.

The recommended amount of \$128,547.00 is based upon the following scenario.

\$120,000 for 2025 + 3.5% for 2026 and +3.5% for 2027

- 2025 = \$120,000
- 2026: \$120,000 + \$4,200 (3.5%) = \$124,200
- 2027: \$124,200 + \$4,347.00 (3.5%) = **\$128,547**

Mayor Salary Fiscal Impact

	ANNUAL WAGE	FICA/WRS	HEALTH/ DENTAL	TOTAL
CURRENT				
2023 - 2026	102,298.55	14,935.59	19,114.00	\$ 136,348.14
PROPOSED				
2027	\$ 128,547.00	18,767.86	19,114.00	\$ 166,428.86
Net Increase	26,248.45	3,832.27	-	30,080.72

Municipalities with Mayor Only

	Population	Mayor Salary	Full Time/Part Time
Milwaukee	561,385	\$169,436	Full Time
Green Bay	105,744	\$102,299	Full Time
Appleton	74,719	\$115,420	Full Time
La Crosse	51,834	\$89,000	Full Time
Wausau	39,968	\$78,874	Full Time
Greenfield	36,916	\$111,948	Full Time
Manitowoc	34,568	\$108,530	Full Time
Superior	26,423	\$100,371	Full Time
Stevens Point	25,752	\$77,312	Full Time
Kaukauna	17,120	\$95,702	37.5 hours/week

Municipalities with Mayor & City Administrator/Manager

	Population	Mayor Salary	Full Time/Part Time	City Administrator/Manager Salary	Full Time/Part Time
Madison	280,305	\$168,193	Full Time	\$105,040	Full Time
Kenosha	99,877	\$119,226	Full Time	\$139,065-\$178,782	Full Time
Racine	77,542	\$89,404	Full Time	\$151,548	Full Time
Waukesha	72,489	\$94,447	Full Time	\$190,944	Full Time
Oshkosh	66,607	\$6,500	Part Time	\$210,000	Full Time
Janesville	66,102	\$111,948	Full Time	\$248,346	Full Time
Sheboygan	48,329	\$58,282	Full Time	\$150,000	Full Time
Oak Creek	37,593	\$16,000	Part Time	\$142,149	Full Time
De Pere	25,525	\$28,558	Part Time	\$166,193	Full Time
Onalaska	19,018	\$23,000	Part Time	\$39,173	Part Time
Cudahy	17,706	\$14,000	Part Time	\$52,545	Full Time
Cedarburg	12,527	\$6,000	Part Time	\$124,170	Full Time
Elkhorn	10,230	\$8,260	Part Time	\$110,969	Full Time

Municipalities with City Administrator/Manager Only

	Population	City Administrator/Manager Salary	Full Time/Part Time
Eau Claire	70,587	\$175,997	Full Time

COTTINGHAM & BUTLER

Total Rewards Consulting

June 11, 2025

MEMORANDUM

TO: Brian Rollefson, Human Resources Director, City of Green Bay

FR: Ashley McCluskey, Compensation Analyst

RE: Market Analysis: Mayor

Full Comparable Scope: To provide this analysis, we have requested current Mayor pay information from all of the comparable organizations identified in the most recent compensation study for the city. The data has been manually aged forward with a 3.5% increase annually to 1/1/2027. These data results for Mayor project an average rate of \$114,000 for the 2027 year.

Mayor – Full Comparable Scope		
25th Percentile	50 th Percentile	75th Percentile
\$90,400	\$101,700	\$125,200

Comparable organizational data includes: City of Appleton, City of Brookfield, City of Fond du Lac, City of Greenfield, City of Kaukauna, City of Kenosha, City of La Crosse, City of Madison, City of Manitowoc, City of Menasha, City of Milwaukee, City of Neenah, City of New Berlin, City of Racine, City of Sheboygan, City of Stevens Point, City of Superior, City of Waukesha, City of Wausau, City of West Allis

Limited Comparable Scope: To provide this analysis, we have limited the scope to those organizations that were included in the mayor market analysis that was conducted in 2023. This data has been manually aged forward with a 3.5% increase annually to 1/1/2027. The analysis projects an average rate of \$115,500 for the 2027 year.

Mayor – Limited Comparable Scope		
25th Percentile	50 th Percentile	75th Percentile
\$95,200	\$107,500	\$126,900

Comparable organizational data includes: City of Appleton, City of Brookfield, City of Greenfield, City of Kenosha, City of La Crosse, City of Madison, City of Manitowoc, City of Milwaukee, City of New Berlin, City of Racine, City of Sheboygan, City of Superior, City of Waukesha, City of Wausau, City of West Allis

Please contact me with questions on this review.



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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # U.I

To hold until the next Equal Rights Commission meeting on July 10th, 2025 to consider a possible revision to Section 12-11 Equal Rights Commission of the City's Chapter 12, Civil Rights Ordinance. Link:
https://library.municode.com/wi/green_bay/codes/code_of_ordinances?nodeId=COOR_CH12CIRI

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. ERC Draft Ordinance Proposal 4_10_25

Draft Proposal

Revision of the Green Bay Equal Rights Commission Ordinance

Purpose: This proposal recommends updates to the City of Green Bay's Equal Rights Commission (ERC) ordinance (Chapter 12, Civil Rights) to expand its scope, strengthen enforcement, and align more closely with the standards and best practices observed in comparable municipalities such as Madison and Milwaukee. The proposed revisions promote diversity, equality, and equity in a manner that is inclusive, effective, and reasonable across political spectrums.

Section I: Additions to the ERC Ordinance

The following proposals shall be incorporated into the official ordinance language:

1. Expanded Protected Classes

Amend Sec. 12-3 to include explicit protections for:

- Citizenship status
- Criminal history (where not directly job-related)
- Language use and accent
- Physical appearance and body size

2. Formal Complaint Review Process

Enhance Sec. 12-9 by creating a Complaint Resolution Officer role within the ERC to review complaints independently of the City Attorney and issue non-binding recommendations.

3. Community Partnership Development

Expand Sec. 12-11(3): The Commission may enter into formal partnerships with community-based organizations to advance educational outreach, data collection, and training. The Commission shall also be authorized to fundraise and allocate public or privately sourced funds to support organizations engaged in educational, support, and engagement activities that align with the mission and goals of the Equal Rights Commission.

4. Public Recognition and Incentives Program

The ERC shall be able to develop and manage "Recognition Program(s)" to publicly acknowledge individuals, businesses, and institutions demonstrating leadership in advancing equal rights. Program elements may include annual or bi-annual awards, or awards presented on an as-needed basis when merited by significant achievements or milestones.

5. Inclusive Housing Initiative

Enhance Sec. 12-4 by directing the ERC to monitor local housing data for patterns of systemic discrimination and recommend corrective policy.

6. Immigrant and Refugee Support Services

Create an advisory subcommittee of the ERC focused on integration, cultural competence, and support for immigrant and refugee communities.

7. Equity Review of Legislation

Prior to adoption, major city ordinances shall undergo a review by the ERC for their impact on protected populations.

8. Accessible Complaint Filing and Tracking System

Digitize the complaint process with online intake, tracking, and multilingual support.

9. Establish a Mediation Program

Create a voluntary mediation pathway under the ERC for resolving disputes prior to court referral.

10. Formation of Committees and Councils

The ERC shall have the authority to establish committees, subcommittees, and advisory councils as necessary to support its work, expand community engagement, and address the needs of protected classes. These bodies may include individuals with lived experience, subject matter expertise, and organizational ties to equity-focused efforts in Green Bay.

Section II: City Staff and ERC Joint Initiatives

The ERC, in conjunction with city staff and under a principle of good faith cooperation, shall uphold the following values to the best of their ability:

1. Accessibility of Resources

The ERC and city staff shall make every effort to ensure that resources related to civil rights protections and city services are accessible online. Additionally, contact information and support channels shall be clearly provided to assist members of protected classes in navigating available resources and services.

2. Establish a Racial Equity and Social Justice Framework

Develop citywide racial equity impact assessments on major policy proposals and programs.

3. Annual State of Equity Report

Mandate the ERC submit a detailed annual report to the Mayor and Common Council, assessing the City's progress in advancing equity and inclusion goals.

4. Monthly Community Forums

Host at least one public forum every other month to solicit feedback, provide education, and promote dialogue between the community and city officials.

5. Internal Accountability Measures

Each city department shall appoint a Diversity and Equity Liaison who will collaborate with the ERC and submit quarterly updates.

6. Language Access and Accessibility Services

Provide multilingual resources and interpretation services for city services and ERC meetings.

7. Enhanced Data Collection Requirements

City departments shall provide anonymized data to the ERC annually on hiring, service access, and complaints disaggregated by protected class.

8. Education and Outreach Mandate

The ERC shall produce and distribute quarterly educational materials on equal rights laws and protections.

9. Mandatory DEI Training for City Employees

All city employees shall complete annual diversity, equity, and inclusion training approved by the ERC.

The following is to be reviewed by commissioners:

The following proposals are recommended for discussion, evaluation, and possible future inclusion based on community and commissioner feedback:

1. Youth Civic Engagement Program

Develop a Youth Equity Advisory Council to engage residents aged 15–24 in public education, policy review, and leadership development.

2. Equity in Contracting and Procurement

Require city contracts to include equity clauses and set targets for contracting with businesses owned by underrepresented groups.



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

MEETING DATE

June 24, 2025

PREPARED BY

AGENDA ITEM # U.2

To refer to staff to publicly recognize historically diverse figures and stories of Green Bay residents.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

OPPORTUNITY ATTRACTION FUND AGREEMENT
BETWEEN
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION
AND
CITY OF GREEN BAY

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation (“WEDC”), a public body corporate and politic authorized to grant funds for the purpose of economic development pursuant to Chapter 238 of the Wisconsin Statutes, and the City of Green Bay (“Recipient”). Certain capitalized terms are defined in Section 1 of this Agreement.

WITNESSETH

WHEREAS, the Recipient has submitted an Application to WEDC, requesting funds from WEDC’s Opportunity Attraction Fund Program (“OAF Funds”) as established by Wis. Stat. § 238.143;

WHEREAS, the Recipient is hosting an opportunity or event that will attract national exposure and drive economic development and visitors to Wisconsin and has secured this opportunity or event through a competitive bid against other states or jurisdictions outside of Wisconsin;

WHEREAS, WEDC has consulted with the Wisconsin Department of tourism regarding the Recipient’s application and has determined that the Recipient is an eligible recipient of OAF Funds; and

WHEREAS, in reliance upon the Application, WEDC has approved the Recipient for up to One Million Eight Hundred Twelve Thousand One Hundred Two Dollars (\$1,812,102) in OAF Funds.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

(a) “Agreement” means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 22 of this Agreement.

(b) “Application” means the materials submitted by the Recipient to WEDC relating to this allocation of OAF Funds.

(c) “Effective Date” means the date on which this Agreement is fully executed by both parties.

(d) “Eligible Applicant” means: (i) a City, Village, Town, or County, (ii) an American Indian tribe or band in Wisconsin, (iii) an Area visitor and convention bureau, (iv) a business improvement district, and (iv) a private entity, in accordance with Wis. Stat. § 238.143(1). For purposes of this Agreement the Recipient is an Eligible Applicant.

(e) “Eligible Project Costs” means costs for which OAF Funds and Matching Funds may be used, as outlined in Section 3(b) of this Agreement, which the Recipient incurs between the Project Start Date and the Project End Date.

(f) “Leverage” means funding provided for the Project other than OAF Funds, including Matching Funds.

(g) “Matching Funds” means non-WEDC and non-Wisconsin state funds, secured by the Recipient to meet the match requirement of OAF Funds under this Agreement. Eligible Matching Funds must be incurred between the Project Start Date and Project End Date. In order to receive the full amount of OAF Funds contemplated under this Agreement, Matching Funds must be at least One Million Eight Hundred Twelve Thousand One Hundred Two Dollars (\$1,812,102).

(h) “Program Guidelines” means the WEDC approved rules and eligibility requirements for the Opportunity Attraction Fund program in force as of the Effective Date.

(i) “Project” means the Recipient hosting the 2025 NFL Draft, an event secured through a competitive bid against other states or jurisdictions outside of Wisconsin, in accordance with the Application and the terms of this Agreement.

(j) “Project End Date” means July 31, 2025, the date by which the Project will be complete and the last day which the Recipient may incur costs against OAF Funds and Matching Funds. The Project End Date may be an earlier date upon written consent from both parties.

(k) “Project Start Date” means April 20, 2025, the date on which the Project begins and the Recipient may start incurring costs against OAF Funds and Matching Funds.

(l) “OAF Funds” means the grant monies the Recipient is eligible to receive from WEDC’s Opportunity Attraction Fund program in accordance with this Agreement and Wis. Stat. § 238.143.

(m) “Recipient” means City of Green Bay.

(n) “WEDC” means the Wisconsin Economic Development Corporation, together with its successors and assigns.

2. OAF Funds. Subject to the terms and conditions set forth in this Agreement, Program Guidelines, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to One Million Eight Hundred Twelve Thousand One Hundred Two Dollars (\$1,812,102) in OAF Funds.

3. Recipient’s Obligations. The Recipient will:

(a) Host the 2025 NFL Draft in April 2025, as contemplated by the Application and in accordance with the terms of this Agreement.

(b) OAF Funds and Matching Funds are used for Eligible Project Costs, incurred between the Project Start Date and Project End Date, as outlined in the following budget:

USES		SOURCES		TOTAL
Budget Code	Eligible Project Costs	OAF Funds	Public Funds	
0320	Operations	\$1,812,102	\$2,662,853	\$4,474,955

(i) Eligible Project Costs to be applied to OAF Funds for operations include specifically security services and personnel.

(ii) Eligible Project Costs to be applied to Matching Funds for operations include specifically security services and personnel, and physical security equipment.

(c) Secure Matching Funds from non-WEDC and other non-Wisconsin state sources sufficient to achieve the match requirement of the OAF Funds under this Agreement. Matching Funds must equal at least One Million Eight Hundred Twelve Thousand One Hundred Two Dollars (\$1,812,102) in order for the Recipient to obtain the maximum amount of the OAF Funds.

(d) By July 31, 2025, submit to WEDC a copy of the NFL Draft Economic Impact report.

(e) Acknowledge WEDC's participation in the Project in the same manner and format as other sponsors.

(f) Provide reports to WEDC as further described in Section 5 of this Agreement, in such form as required by WEDC.

4. Release of Funds. WEDC will release the OAF Funds contemplated by this Agreement to the Recipient on a disbursement basis. The Recipient may request OAF Funds in One (1) or more disbursement and each disbursement will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment.

(c) The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the OAF Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the OAF Funds being requested.

(d) The Recipient submitting documentation evidencing that the Eligible Project Cost incurred against both the OAF Funds and the Matching Funds covered by the request has been

purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information:

- (i) Vendor name and contact information;
- (ii) Description of the item(s) purchased;
- (iii) Cost of purchase;
- (iv) Date of purchase (invoice date or date received, not date ordered unless it is the same).

(e) The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC.

(f) The Recipient requesting all OAF Funds no later than September 30, 2025.

5. Reporting. The Recipient shall provide reports and information to WEDC according to the following requirements:

(a) Performance reports, due according to the Schedule of Reporting set forth in Section 5(b) below, in such form as required by WEDC. The report must include information required by WEDC to determine Project performance which will include, at a minimum, a financial overview and narrative summary on the progress of the Project to date, Project expenditures, and the Recipient's progress on achieving the goals related to the following Project-specific metrics:

Metric	Goal*
Performance Milestone (Host the 2025 NFL Draft)	1
Individuals Served/Engaged	600,000
Capital Investment	\$378,771
Leverage – Total	\$2,662,853

* These goals represent anticipated Project outcomes and failure to achieve these goals will not constitute an Event of Default, unless they are noted as a requirement elsewhere in the Agreement.

(b) Schedule of Reporting:

PERIOD COVERED	DOCUMENTATION	DUE DATE
See Section 6 Below	Schedule of Expenditures	See Section 6 Below
April 20, 2025- July 31, 2025	Performance Report	October 1, 2025

(c) Within Thirty (30) days, notify WEDC in writing of any event or occurrence that may adversely impact the completion of the Project as represented in Recipient's Application. Adverse impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

6. Schedule of Expenditures. Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient's fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of

the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

7. Event of Default. The occurrence of any one or more of the following events constitute an “Event of Default” for the purposes of this Agreement:

(a) The Recipient ceases the Project within Five (5) years of the Effective Date of this Agreement and commences substantially the same economic activity outside of Wisconsin.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC’s sole discretion, for the false or misleading information.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC’s sole discretion, for the noncompliance.

(d) The Recipient is in default under any other agreement between WEDC and the Recipient.

8. Remedies in Event of Default.

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within Thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period will in no event be extended more than Ninety (90) days. In the Event of Default, WEDC shall terminate the Agreement and recover from the Recipient:

(i) One Hundred Percent (100%) of the funds disbursed to the Recipient under this Agreement;

(ii) All court costs and attorneys’ fees incurred by WEDC in terminating this Agreement and recovering the amounts owed by the Recipient under this provision; and

(iii) A financial penalty of up to One Percent (1%) of the OAF Funds.

(b) These amounts must be paid to WEDC within Thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to Twelve Percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC shall, without further notice, withhold the remaining disbursements of the OAF Funds.

9. Recipient's Warranties and Representations. In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the Effective Date and as long as Recipient has obligations under of this Agreement:

(a) The Recipient is duly organized, validly existing, and in good standing under the laws of the State of its organization and is properly authorized to engage in business in the State of Wisconsin.

(b) The Recipient is qualified to engage in business in every jurisdiction where the nature of its business makes such qualification necessary, except where the failure to be so authorized would not have a material adverse effect on the Recipient's ability to perform its obligations under this Agreement.

(c) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on the Recipient's ability to perform its obligations under this Agreement or to otherwise engage in its business.

(d) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill its obligations under this Agreement.

(e) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance in all material respects with Generally Accepted Accounting Principles where applicable and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.

(f) There are no actions, suits or proceedings, whether litigation, arbitration, or administrative, pending or threatened against or affecting the Recipient or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the Recipient to perform any of its obligations under this Agreement or adversely affect the financial condition or the assets of the Recipient.

(g) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material adverse effect on the Recipient's ability to comply with this Agreement.

(h) The Recipient has, or will acquire before commencing any work for which they are required, all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

(i) The Recipient has filed when due all federal and state income and other tax returns required to be filed by the Recipient and has paid all taxes shown thereon to be due. The Recipient

has no knowledge of any uncompleted audit of the returns or assessment of additional taxes thereon.

(j) The Recipient and the undersigned officer thereof has all necessary or requisite power and authority to execute and deliver this Agreement.

(k) The execution and delivery by the Recipient of this Agreement has been duly authorized by all necessary action of the Recipient and no other proceedings on the part of the Recipient are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(l) The Recipient has available or has the capacity to secure funds necessary to cover, as and when incurred, the costs and expenditures necessary for completion of the Project, as identified in the Application and this Agreement.

(m) The Recipient is not making these representations and warranties specifically based upon information furnished by WEDC.

(n) These warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and will survive the execution thereof.

(o) The information disclosed to WEDC in the course of WEDC's evaluation of the Recipient's eligibility for the Program does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

(p) The Recipient, each subsidiary of each Recipient and each person that directly or indirectly owns any equity interests in the Recipient is in compliance (collectively, "Compliant Person") with all U.S. economic sanctions laws, Executive Orders and implementing regulations as promulgated by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act and all regulations issued pursuant to it. No Compliant Person (i) is a person designated by the U.S. government on the list of the Specially Designated Nationals and Blocked Persons (the "SDN List") with which a U.S. person cannot deal with or otherwise engage in business transactions, (ii) is a person who is otherwise the target of U.S. economic sanctions laws such that a U.S. person cannot deal or otherwise engage in business transactions with such person or (iii) is controlled by (including by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, this Agreement would be prohibited under U.S. law.

10. Wisconsin Public Records Law. The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, Wis. Stats. §§ 19.31-.39, and any successor statutes and regulations.

11. Additional Requirements.

(a) Project Records and Financial Records. The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement, whether held by the Recipient or by a third party conducting Project-related activities on behalf of the Recipient, and the performance reports provided to WEDC. All of the Recipient's financial records must be complete and accurate, and prepared, kept, and maintained in accordance with Generally Accepted Accounting Principles. The Recipient shall provide such records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials must be retained by the Recipient for a period of at least Three (3) years after October 1, 2025.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours' advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient.

(iii) WEDC reserves the right to conduct physical site visits of the Project during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Recipient hereby authorizes WEDC to request and receive confidential information that the Recipient has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the Recipient's performance for the duration of the Project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the Eight (8) most recent quarters: the quarterly gross wages paid to the Recipient's employees; the monthly employee count; and the Recipient's FEIN, NAICS code, and legal and trade names. The Recipient also authorizes WEDC to share information submitted to WEDC by the Recipient with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Recipient's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Consolidation or Merger. During the term of this Agreement, the Recipient shall provide written notice to WEDC within Thirty (30) days of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) Public Announcement. The Recipient agrees to cooperate with WEDC in making a public announcement of this Agreement.

(f) Insurance. The Recipient covenants that it will maintain insurance in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses.

(g) Online Portal and Document Delivery. Recipient agrees to respond timely to any invitation sent by WEDC to create an online account for use with WEDC's online customer portal ("Portal"). Upon opening the account, Recipient hereby agrees to use the Portal to submit any required performance reports, schedule of expenditures and supporting documentation, unless WEDC directs otherwise. Recipient further agrees to identify appropriate assigned users, duly authorized by Recipient, to serve as contacts, to execute necessary documents, and to support specific tasks Recipient must complete in the Portal. WEDC may, in its sole discretion, rely on any document, performance report, schedule of expenditures, financial statement, tax return, agreement or other communication ("Document") physically delivered to WEDC by mail, hand delivery, delivery service, email, facsimile, the Portal or other electronic means which WEDC in good faith believes was sent by Recipient or any representatives or employees of Recipient. WEDC may treat any Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by Recipient. WEDC may from time to time in its sole discretion reject any such Document and require a signed original or require Recipient to provide acceptable authentication of any such Document before accepting or relying on the same. Recipient understands and acknowledges that there is a risk that Documents sent by electronic means may be viewed or received by unauthorized persons and Recipient agrees by sending Documents by electronic means that Recipient shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure. Recipient also agrees to create an account with Bill.com and provide a Payment Network ID in order to receive any payments from WEDC. Recipient accepts any risk associated with creating an account with Bill.com and releases WEDC from any liability related thereto.

12. Notice. Notice under this Agreement must be in writing and delivered by email. Notice will be considered received when sent. If a party sending a notice via email receives a machine-generated message that delivery has failed, the sender must, no later than five (5) business days after sending the email message, mail a tangible copy of that notice by a nationally recognized overnight courier service with end-to-end tracking and all fees prepaid or by certified mail, postage prepaid, return receipt requested. The mailing address and regularly monitored email address(es) for the parties are as follows:

To Recipient:

City of Green Bay
100 N. Jefferson St.
Green Bay, WI 54301
Attn: Lacey Cochart
Email: lacey.cochart@greenbaywi.gov

To WEDC:

Wisconsin Economic Development Corporation
2352 South Park Street, Suite 303
Madison, WI 53713
Attn: Opportunity Attraction Fund Program
Contract # OAF FY25-54491
Email: legal@wedc.org

13. Conflicts. In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

14. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE

– WILL BE GOVERNED BY, AND MUST BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

15. Venue, Jurisdiction. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, will be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

16. Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEYS' FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER. THIS JURY TRIAL WAIVER CONSTITUTES A SUBSTANTIAL CONSIDERATION FOR AND INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

17. LIMITATION OF LIABILITY. RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

18. Severability. If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, such invalidity or unenforceability will not invalidate the entire Agreement. Instead, this Agreement will be construed as if it did not contain the particular provision or provisions held to be invalid or unenforceable, and an equitable adjustment will be made and necessary provisions added so as to give effect to the intention of the parties as expressed in this Agreement at the time of the execution of this Agreement and of any amendments to this Agreement. In furtherance of and not in limitation of the foregoing, the parties expressly stipulate that this Agreement will be construed in a manner which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. "Governmental Body" means any federal, state, local, municipal, foreign or other government; courts, arbitration commission, governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.

19. WEDC is Not a Joint Venturer or Partner. WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

20. Captions. The captions in this Agreement are for convenience of reference only and will not define or limit any of the terms and conditions set forth herein.

21. No Waiver. No failure or delay on the part of WEDC in exercising any power or right under this Agreement will operate as a waiver, nor will any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

22. Entire Agreement. This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: _____
Melissa L. Hughes,
Secretary and CEO

Date

CITY OF GREEN BAY

By: _____
Eric Genrich,
Mayor

Date

EXHIBIT A
REQUEST FOR WEDC PAYMENT

Award Number: OAF FY25-54491		Rep:	Recipient: City of Green Bay
FEIN #	Bill.com Payment Network ID (PNI):		Request Number:
Program: Opportunity Attraction Fund			Award Type: Grant
Funding Period Covered by this Request From: To			

PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD (see attachment)

Budget Code	Description Line Item	WEDC Funding This Period	+	Matching Funding This Period	=	Total This Period
TOTAL:						

- Check here if this is the Final Request for Payment. If there is a balance remaining on the Project it may be lapsed.

PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION – Disbursement

Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment. _____
- The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the OAF Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the OAF Funds being requested. _____
- The Recipient submitting to WEDC documentation evidencing that the Eligible Project Costs incurred against both the OAF Funds and Matching Funds covered by the disbursement request have been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information: Vendor name and contact information; Description of the item(s) purchased; Cost of purchase; Date of purchase (invoice date or date received, not date ordered unless it is the same).
 - Recipient is not required to submit proof of purchase documentation (invoice, receipt, registration form, or other third-party documentation) for Matching Funds above \$1,812,102 or OAF Funds above \$1,812,102.
- The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC. _____
- The Recipient requesting all OAF Funds no later than September 30, 2025. _____

I hereby certify that the expenses reported on this form are in accordance with the terms of the Agreement and that complete and accurate records are being kept to substantiate such expenses.

Authorized Recipient Signature

Date _____

WEDC Division VP or Designee

Date

WEDC Servicing

Date

WEDC Controller or Finance Department

Date

Retain a copy of the completed form for your records and email a copy of the original and documentation to:
disbursements@wedc.org. The hard copy may be required to be sent upon request.



Mayor's Office

To: Common Council

From: Mayor Eric Genrich
Joseph Faulds, Chief of Operations

Re: WEDC Agreement and Award – Funds for NFL Draft Expenses

Date: June 24, 2025

WEDC Opportunity Attraction Fund Agreement and Award

The City of Green Bay has been approved for an award from the Wisconsin Economic Development Corporation through the Opportunity Attraction Fund program to be reimbursed for 2025 NFL Draft related expenses.

The action before the Common Council is to approve the agreement between the City of Green Bay and the WEDC to accept up to \$1,812,102 for 2025 NFL Draft related costs for security services and personnel. The breakdown of reimbursement for the City of Green Bay, Brown County, and Ashwaubenon is as follows:

City of Green Bay: \$961,819.50
Brown County: \$681,109.50
Ashwaubenon: \$169,173

If the agreement is approved by the City before June 30, 2025, then there are additional obligations under the agreement for the City to complete (i.e. submitting expense reports and an economic impact report) for the funds to be disbursed to the City of Green Bay. The City anticipates the funds to be received and disbursed this fiscal year.

The City extends its sincere thank you to Governor Evers and the Wisconsin Economic Development Corporation for awarding these funds to help offset costs related to the NFL Draft—an historic event that brought enormous economic benefits to our community and the entire state of Wisconsin. We also thank Brown County, the Village of Ashwaubenon, Discover Green Bay, and the Green Bay Packers for their strong partnership throughout the grant application process. A special appreciation goes to Nick Meisner, Vice President of Digital Marketing and Communications at Discover Green Bay, and Aaron Popkey, Director of Public Affairs for the Green Bay Packers, for providing key tourism and economic impact information necessary for the grant application.



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(emailto:Kim.Rivest@greenbaywi.gov)

APPLICANT DEPARTMENT: Mayor's Office

DATE: 06/18/ 2025

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Joseph Faulds/ Chief of Operations

APPROPRIATE COMMITTEE: Committee of the Whole

NAME OF GRANT/FUNDING SOURCE: Opportunity Attraction Fund/ Wisconsin Economic Development Corporation

AMOUNT OF GRANT REQUEST: \$2,662,852

LOCAL MATCH REQUIREMENT: \$1,812,102

SOURCE OF MATCH: ☒ General Fund ☐ Non-General Fund ☐ Not Applicable

TIMEFRAME OF GRANT: 04/ 20 /2025 through 07 / 31 / 2025

TYPE OF GRANT REQUEST: ☒ Monetary ☐ Other (explain under 'purpose of grant')

PURPOSE OF GRANT (summary): Reimburse security and personnel costs for the 2025 NFL Draft

How does the grant meet City/Department needs? The grant helps offset overtime costs that were unbudgeted.

What are the personnel requirements (include both existing and new staff) of the grant? No personnel requirements other than staff time to apply for the grant

DEPARTMENT HEAD SIGNATURE:

John W. Faulds

PART #2: Request to Accept Grant Funds

(complete after notification of grant award; emailto:Kim.Rivest@greenbaywi.gov)

AMOUNT OF GRANT AWARD: \$1,812,102

CFDA/STATE ID #: _____

LOCAL MATCH REQUIREMENT: \$1,812,102 (Includes City of Green Bay, Brown County, & Ashwaubenon expenses)

Please describe the source of match, if applicable: General Fund

Please describe any major changes in proposed grant-funded activities: None

Please describe what the grant money will be spent on: 2025 NFL Draft security and personnel – April 2025

PART	TO:	DATE:	TO:	DATE:
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee

**RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 30,
APPROVING ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES
CITY OF GREEN BAY, WISCONSIN**

WHEREAS, the City of Green Bay (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 30 (the "District") is proposed to be created by the City as a district in need of rehabilitation or conservation work in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Brown County, the Green Bay Area Public School District, and the Northeast Wisconsin Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the owners of all property in the proposed District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the RDA, on June 10, 2025 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the RDA designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Green Bay that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 30, City of Green Bay", are hereby established as specified in Exhibit A of this Resolution.

2. The District is created effective as of January 1, 2025.
3. The Common Council finds and declares that:
 - (a) Not less than 50% by area of the real property within the District is in need of rehabilitation or conservation work within the meaning of Wisconsin Statutes Section 66.1337(2m)(a).
 - (b) Based upon the finding stated in 3.a. above, the District is declared to be a district in need of rehabilitation or conservation work based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
 - (e) That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
 - (f) The City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (g) The project costs relate directly to promoting the rehabilitation or conservation of the area consistent with the purpose for which the District is created.
4. The Project Plan for "Tax Incremental District No. 30, City of Green Bay" (see Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2025, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Adopted this _____ day of _____, 2025.

Mayor

City Clerk

**LEGAL BOUNDARY DESCRIPTION
OR
MAP OF
TAX INCREMENTAL DISTRICT NO. 30
CITY OF GREEN BAY**

[INCLUDED WITHIN PROJECT PLAN]

PROJECT PLAN

[DISTRIBUTED SEPARATELY]

**RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 31,
APPROVING ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES
CITY OF GREEN BAY, WISCONSIN**

WHEREAS, the City of Green Bay (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 31 (the "District") is proposed to be created by the City as a blighted area district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Brown County, the Green Bay Area Public School District, and the Northeast Wisconsin Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the owners of all property in the proposed District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the RDA, on June 10, 2025 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the RDA designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Green Bay that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 31, City of Green Bay", are hereby established as specified in Exhibit A of this Resolution.

2. The District is created effective as of January 1, 2025.
3. The Common Council finds and declares that:
 - (a) Not less than 50% by area of the real property within the District is a blighted area within the meaning of Wisconsin Statutes Section 66.1105(2)(a)1.
 - (b) Based upon the finding stated in 3.a. above, the District is declared to be a blighted area district based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
 - (e) That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
 - (f) The City estimates that approximately 7% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (g) The project costs relate directly to promoting the elimination of blight of the area consistent with the purpose for which the District is created.
4. The Project Plan for "Tax Incremental District No. 31, City of Green Bay" (see Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2025, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Adopted this _____ day of _____, 2025.

Mayor

City Clerk

**LEGAL BOUNDARY DESCRIPTION
OR
MAP OF
TAX INCREMENTAL DISTRICT NO. 31
CITY OF GREEN BAY**

[INCLUDED WITHIN PROJECT PLAN]

PROJECT PLAN

[DISTRIBUTED SEPARATELY]

**RESOLUTION AUTHORIZING
BUDGET AMENDMENT**

June 24, 2025

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

Pursuant to the recommendation of the Finance Committee at its meeting of June 17, 2025, the following 2025 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
Increase:	101300 50501	Police-Overtime	\$91,763.72
Increase:	101300 46223	Police Overtime Reimbursement	\$91,763.72

***This budget amendment is for 2025 unbudgeted overtime for staffing at the FBI, US Marshal and Internet Crimes Against Children Task Forces, unbudgeted special events such as HS Lunch Neighborhood Security-GB Schools, Islamic Temple Security, Elon Musk Campaign Visit, Human Trafficking Operation-NFL Draft, Preble Pride 5K Run, Taste of the Draft, Walk to Mary, NWTC Security, Epic Marathon and various Farmer's Markets.*

Increase:	101400 50501	Fire-Overtime	\$16,258.59
Increase:	101400 46223	Fire Overtime Reimbursement	\$16,258.59

***This budget amendment is for 2025 unbudgeted overtime for staffing at the Brown County Fire Investigation Task Force, Epic Marathon and Elon Musk Campaign Visit.*

Increase:	101400 50501	Fire-Overtime	\$14,465.00
Increase:	101400 43611	Fire-State Overtime Reimbursement	\$14,465.00

***This budget amendment is for 2025 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT THE 1300 BLOCK OF HURLBUT STREET
(ZP 25-15)**

June 24, 2025

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

That, pursuant to Zoning Petition 25-15 and the recommendation of the Plan Commission on June 16, 2025, the City of Green Bay does authorize a Conditional Use Permit (CUP) for a concrete, asphalt, and rock crushing facility within a (GI) General Industrial District at the 1300 Block of Hurlbut Street, submitted by James Wolfe, Jr. of Vierbicher, on behalf of Martell Development LLC, property owner:

Part of Lot Four (4), in the recorded Plat of "Bayport Industrial Center No. 1 Re-Plat, A County Plat", Brown County Records, being located in part of Lots Twenty-three (23), Twenty-four (24), and Forty-two (42), Fort Howard Military Reserve, Township Twenty-four (24) North, Range Twenty (20) East, City of Green Bay, West side of Fox River, Brown County, Wisconsin more fully described as follows:

Beginning at the Northwest corner of Lot Four (4), in the recorded Plat of "Bayport Industrial Center No. 1 Re-Plat, A County Plat", Brown County Records, thence North 45°58'28" East, 628.48 feet; thence South 44°01'32" East, 693.10 feet; thence South 45°58'28" West, 628.48 feet to the northerly right-of-way of Hurlbut Street; thence North 44°01'32" West, 693.10 feet along said right-of-way to the point of beginning.

Tax Parcel No. 6-3042-1

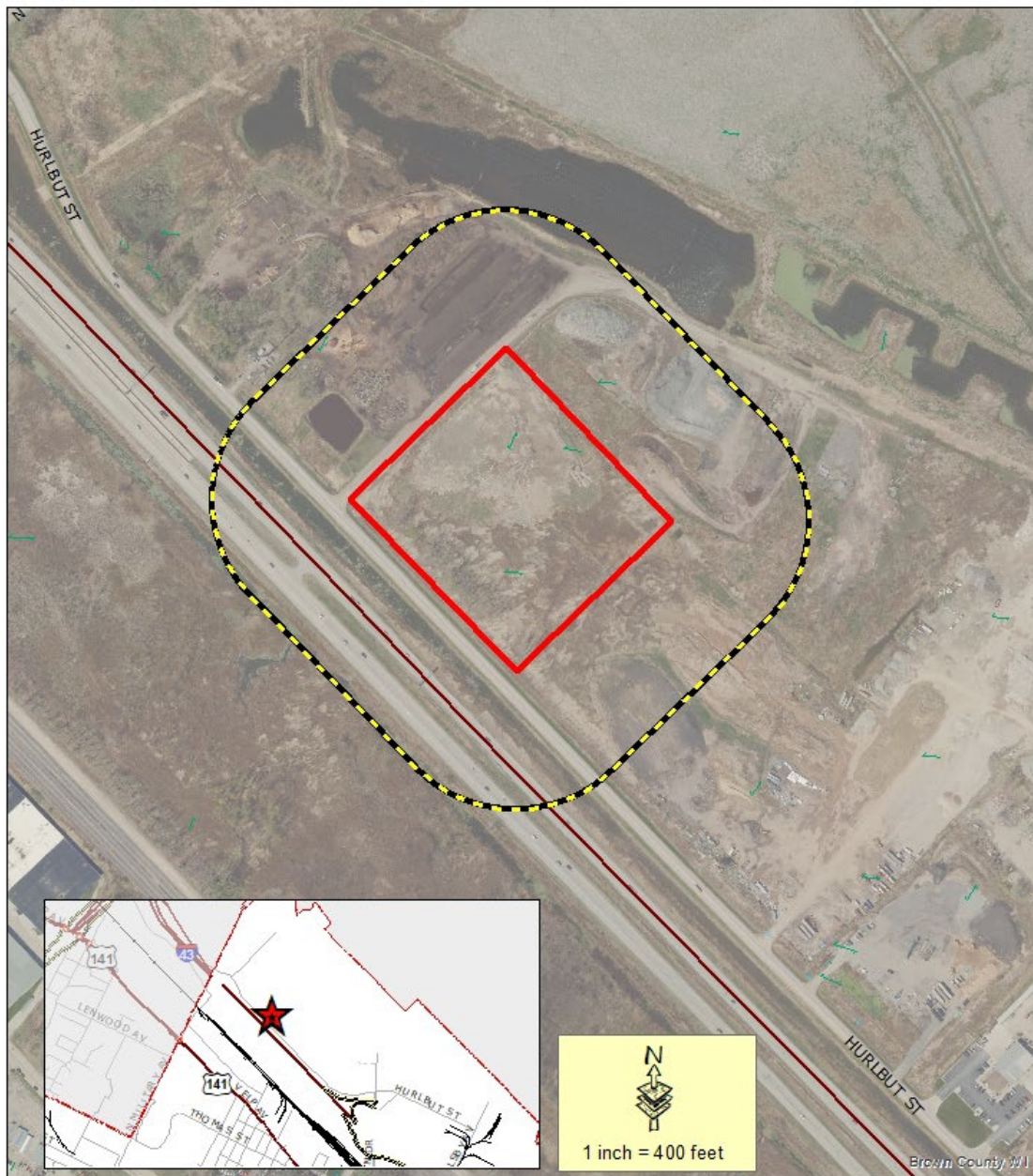
Said conditional-use permit shall be granted subject to:

1. The concrete, asphalt, and rock crushing facility must have a permanent, indoor restroom and wash station on-site meeting zoning, building, and plumbing code requirements.
2. Compliance with all other regulations of the Green Bay Municipal Code.

Adopted _____

Approved _____

Eric Genrich, Mayor



- Subject Area
- 400' Property Owner Notice

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

Zoning Petition (ZP 25-15)
Conditional Use Permit Request
at 1300 Block Hurlbut Street
Crushing Facility in General
Industrial (GI) 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

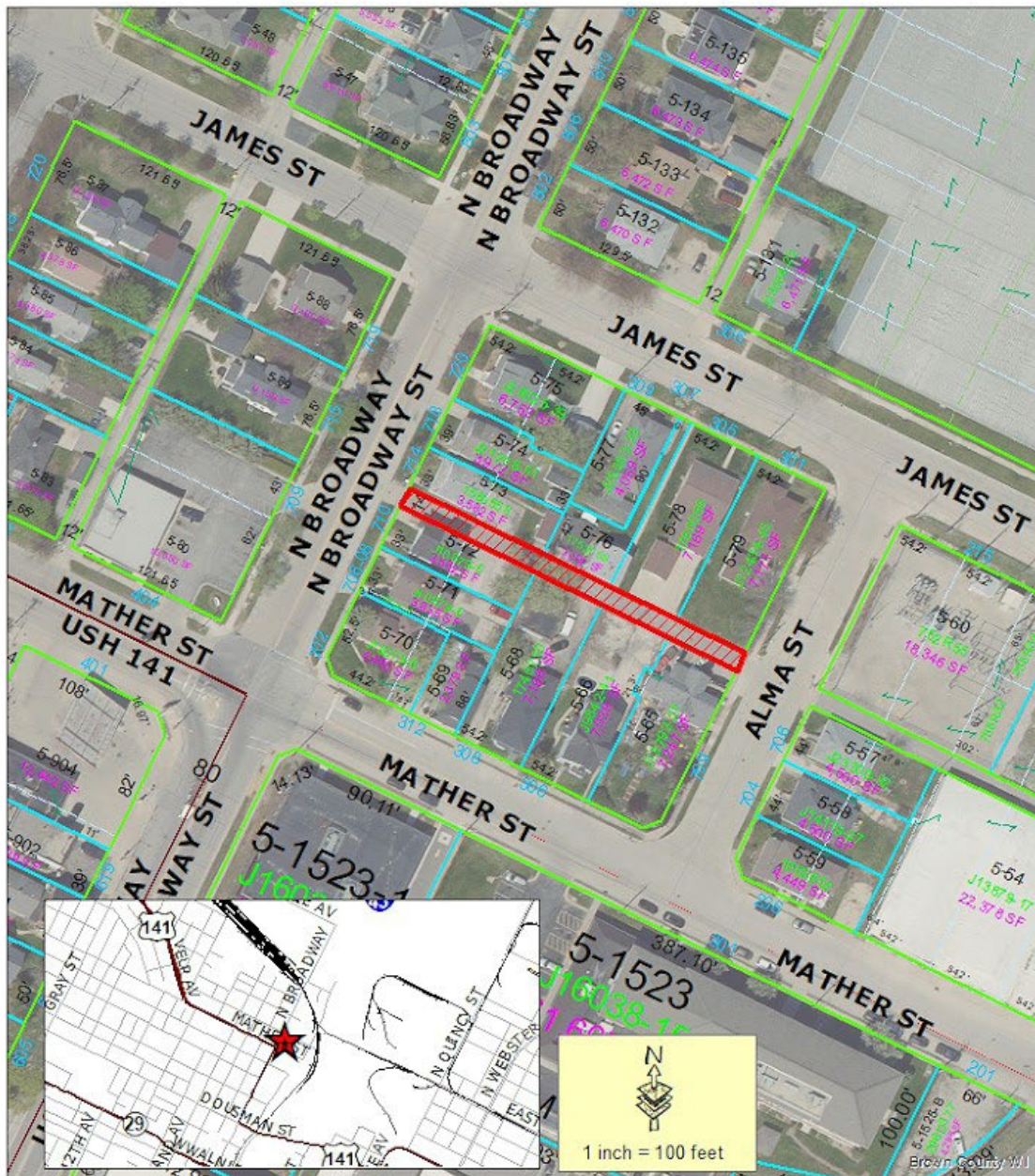
Attachments (legal description and map)

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.**



GENERAL ORDINANCE NO. 10-25

**AN ORDINANCE AMENDING
SECTION 44-1553(5), GREEN BAY MUNICIPAL CODE,
RELATING TO AUTHORITY TO ISSUE CERTIFICATE OF APPROPRIATENESS**

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

SECTION 1. Section 44-1553(5), Green Bay Municipal Code, is hereby amended to read:

(5) *Authority to issue COA.* The LC and, in certain limited cases described below, the Director of Community and Economic Development, or their designee, may issue a COA in accordance with this section.

(a) ~~The Director of Community and Economic Development,~~ or their designee, may issue a COA in the following cases:

- 1.** Roof repair/replacement.
- 2.** Gutter repair/replacement.
- 3.** Private sidewalk and driveway repair/replacement of the same dimensions and orientation.
- 4.** Chimney repair and tuckpointing according to the Secretary of the Interior Standards and in appropriate color and design.
- 5.** Installation of fences.
- 6.** Storm window or storm door repair or replacement.
- 7.** Installation of glass blocks in basement window openings.
- 8.** Painting of existing unpainted brick.
- 9.** Unattached ~~nonvisible~~ accessory structures.
- 10.** Replacement of **existing siding with** identical siding.
- 11.** Replacement or repair to porches identical to existing style and materials.
- 12.** Commercial sign **installation or** replacement ~~of identical dimensions.~~
- 13.** **Installation of cell or utility towers.**
- 14.** **Rooftop alterations or mechanicals not visible from the public right-of-way.**
- 15.** **Repair or replacement of decks, porches, or balconies not visible from the public right-of-way.**
- 16.** **Installation of skylights on the roof.**

(b) ~~The Director of Community and Economic Development, or their designee,~~ shall make this decision within 30 days of the filing of the application. If the

~~Director/designee is unable to make a decision within 30 days, approval of the COA shall be granted. If a COA~~ **cannot be approved administratively, it shall be** denied by the Director, **or their** designee. This decision may be appealed to the LC.

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

6/10/2025

GENERAL ORDINANCE NO. 16-25

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 44, GREEN BAY MUNICIPAL CODE, RELATING TO MAIL DISTRIBUTION FACILITIES

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

SECTION 1. Section 44-250(12), Green Bay Municipal Code, is hereby amended as follows:

(12) *Transportation uses.*

Ground transportation service means an establishment that stores, maintains, or dispatches public transit vehicles, human service vehicles used for the transportation of elderly or handicapped persons, school buses, taxis, or tow trucks.

Mail Distribution Facility means an establishment designated for receiving, processing, and distributing mail and packages for the purposes of delivery.

Motor freight terminal means a facility for truck-based freight service and operations, including, but not limited to, local pick-up, local sorting and terminal operations, line-haul loading and unloading, destination sorting, terminal operations, and local delivery.

Package delivery service means a facility which transports individual packages for expedited delivery in single rear axle straight trucks or smaller vehicles where no single item weighs over 150 pounds.

Railroad switching yard and freight terminal means a facility for the operation of a line-haul or short-line freight railroad.

Ship terminal or docking facility means a facility for the docking, loading, or unloading of ships, barges, or boats that primarily transport freight.

SECTION 2. Section 44-681, Table 44-8, Green Bay Municipal Code, is hereby amended as follows:

Table 44-8. Principal Uses in the Commercial Districts

Use	C1	C2	C3	Dev.Stds.
Vehicle Services				
Automobile rental	-	P	C	X
Automobile sales – used or new	-	P	C	X

Carwash	-	P	C	X
Convenience Store	-	P	C	
Fuel/gas/service station	-	P	C	X
<u>Mail Distribution Facility</u>	<u>-</u>	<u>P</u>	<u>-</u>	<u>X</u>
Motor vehicle repair, major		P	C	X
Motor vehicle repair, minor	C	P	C	X
Parking structure (principal use)	C	C	P	
Surface parking (principal use)	C	C	C	
Drive-through facility	P	P	P	X

SECTION 3. Section 44-769, Table 44-11, Green Bay Municipal Code, is hereby amended as follows:

Table 44-11. Principal Uses in the Industrial Districts

Use	LI	GI	BP	Dev.Stds.
Transportation Uses				
Ground transportation service	P	P	-	
<u>Mail Distribution Facility</u>	<u>P</u>	<u>C</u>	<u>P</u>	<u>X</u>
Motor freight terminal	P	P	C	X
Package delivery service	P	P	P	
Railroad switching yards and freight terminal	-	P	-	
Ship terminal or docking facility	P	P	-	

SECTION 4. Section 44-1584, Green Bay Municipal Code, is hereby amended as follows:

(rm) Mail Distribution Facility in commercial districts.

(1) This use should be approved only where more typical commercial uses are not expected to compete for the same space.

(2) The intent for this use allowance is to have little to no external impacts and that the use and building are found to be compatible with the commercial environment. Such uses shall only be approved if they are found to have adequate parking and loading areas and to not have negative impacts on surrounding properties in terms of traffic, noise, odor, vibration, heat, glare,

and the like. Impacts on any nearby residential uses will be considered, in particular.

(3) Such uses shall fit with their surrounding context in terms of intensity and scale of the use, functional character, and architectural character. Such uses shall have a positive image from the street frontage.

(4) Loading docks shall not be located on a building façade facing a public right-of-way. Loading docks shall be screened so as to minimize the visibility from any street.

(5) Service areas shall be screened with an approved combination of berms, landscaping, and walls or fences architecturally complementary to the principal building.

(6) Warehousing areas accessory to mail distribution shall be limited to 20 percent of gross floor area.

(7) Retail areas accessory to mail distribution shall be limited to 40 percent of gross floor area.

(8) Building size shall be limited to 20,000 square feet.

(9) In addition to the required landscaping and buffering (Article 19, Division 5), fencing or a wall is also required on any rear or side yard and shall be 100% opaque and 6-8' in height.

(10) No outdoor storage shall be allowed.

(11) The maximum driveway width at the property and setback line shall not exceed 30-feet. The maximum width of the driveway at curb or pavement line shall not exceed 40-feet.

(12) Off-street loading spaces or zones shall be at least 50 feet from the property line when adjacent to residentially zoned property or property used for residential purposes.

SECTION 5. Section 44-1585, Green Bay Municipal Code, is hereby amended to read:

(e) Mail Distribution Facility in industrial districts.

(1) Such uses shall fit with their surrounding context in terms of intensity and scale of the use, functional character, and architectural character. Such uses shall have a positive image from the street frontage.

(2) Loading docks shall be screened so as to minimize the visibility from any street.

(3) Service areas shall be screened with an approved combination of berms, landscaping, and walls or fences architecturally complementary to the principal building.

(4) Warehousing areas accessory to mail distribution shall be limited to 40 percent of gross floor area.

(5) Retail areas accessory to mail distribution shall be limited to 20 percent of gross floor area.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. 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

ZONING ORDINANCE NO. 12-25

AN ORDINANCE REZONING TO PROPERTY LOCATED AT THE 2100 BLOCK OF DEUCHERT STREET (PARCEL 21-1229) FROM VARIED-DENSITY RESIDENTIAL (R3) TO MEDIUM-DENSITY RESIDENTIAL (R2) (ZP 25-14)

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described properties from Varied-Density Residential (R3) to Medium-Density Residential (R2):

PART OF SECTION 32, T24N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, T24N-R21E; THENCE N00°56'11"E, 679.66 FEET ALONG THE EAST LINE OF SAID SECTION 32; THENCE N89°41'35"W, 169.94 FEET ALONG THE SOUTH LINE OF LOT D, VOLUME 2, CERTIFIED SURVEY MAPS, PAGE 337, MAP NUMBER 519, DOCUMENT NUMBER 656658, BROWN COUNTY RECORDS, ALSO BEING THE NORTH LINE OF LOT 1, VOLUME 10, CERTIFIED SURVEY MAPS, PAGE 385, MAP NUMBER 2334, DOCUMENT NUMBER 969974, BROWN COUNTY RECORDS, AND IT'S EXTENSION TO THE POINT OF BEGINNING; THENCE CONTINUING N89°41'35"W, 966.20 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE, NORTH LINE OF SAID LOT 1, NORTH LINE OF LOT 2 OF SAID CERTIFIED SURVEY MAP NO. 2334 AND ITS EXTENSION; THENCE N00°20'09"E, 244.35 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE AND THE EAST RIGHT OF WAY OF HIGHLAND PARK AVENUE; THENCE N00°02'46"E, 402.78 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE AND SAID EAST RIGHT OF WAY; THENCE S89°36'44"E, 266.64 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S00°20'06"W, 248.93 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S89°38'49"E, 605.75 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S00°56'11"W, 114.71 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S89°38'49"E, 100.00 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S00°56'11"W, 282.58 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE, THE WEST RIGHT OF WAY OF DEUCHERT STREET, THE WEST LINE OF LOT B, VOLUME 2, CERTIFIED SURVEY MAPS, PAGE 53, MAP NUMBER 376, DOCUMENT NUMBER 633337, BROWN COUNTY RECORDS AND THE WEST LINE OF LOTS C AND D OF CERTIFIED SURVEY MAP NO. 519 TO THE POINT OF BEGINNING

PARCEL CONTAINS 439,865 SQUARE FEET / 10.10 ACRES MORE OR LESS.

ZONING ORDINANCE NO. 12-25

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

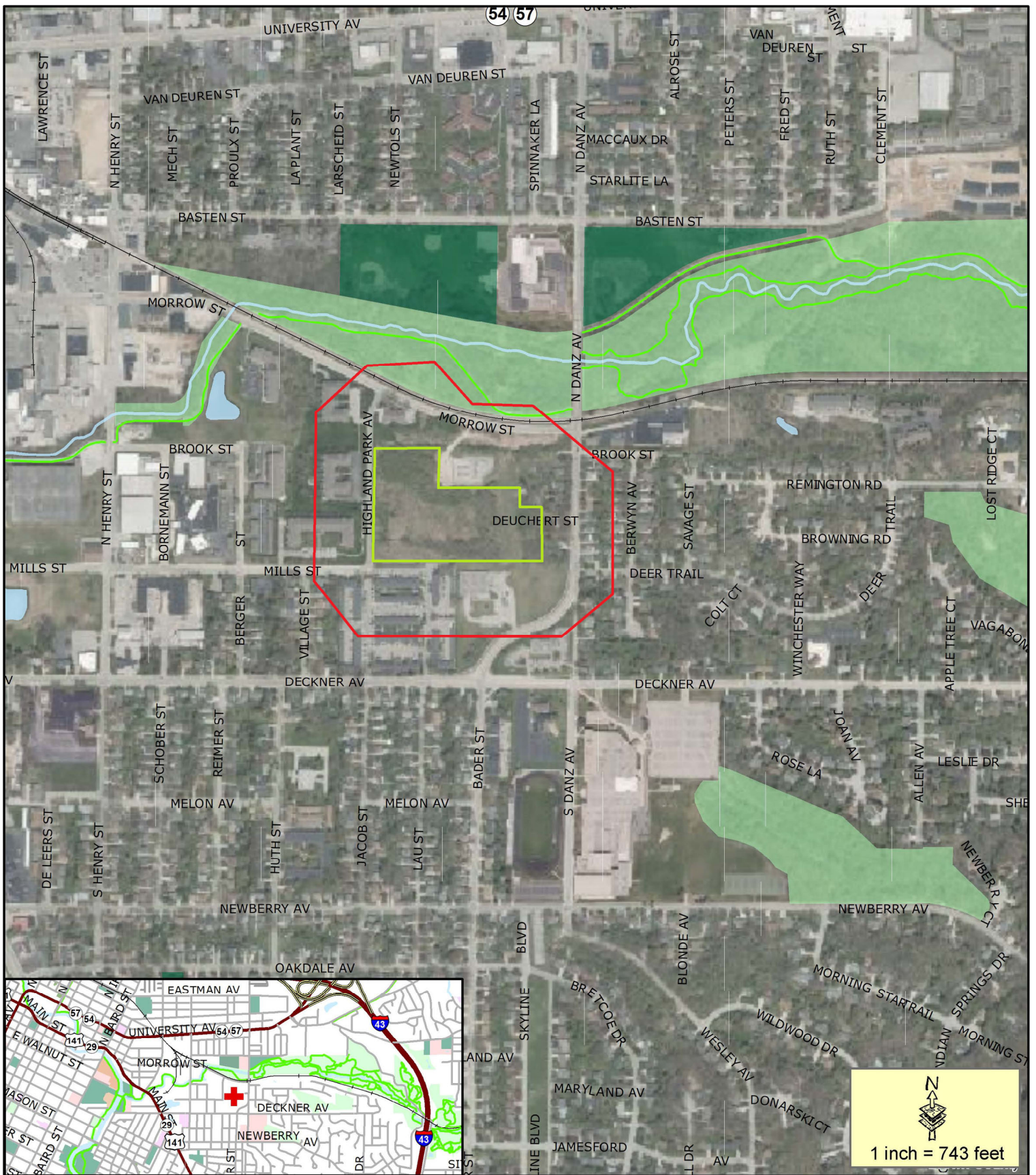
SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

Eric Genrich, Mayor

jl:
Attachment – Location Map



- Proposed Rezone and Comprehensive Plan Amendment Parcel
- 400' Property Owner Notice

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Map prepared by JL

Zoning Rezone Petition (ZP 25-14)
Comprehensive Plan Amendment (CPA 25-02)
2100 Block of Deuchert Street
Parcel 21-1229

MISCELLANEOUS ORDINANCE NO. 03-25

**AN ORDINANCE ADOPTING AN AMENDMENT TO THE SMART GROWTH
2022 COMPREHENSIVE PLAN OF THE CITY OF GREEN BAY RELATED
TO PROPERTY LOCATED AT THE 2100 BLOCK OF DEUCHERT STREET
(PARCEL 21-1229) FROM MEDIUM-HIGH DENSITY HOUSING TO LOW
DENSITY RESIDENTIAL
(CPA 25-02)**

WHEREAS, pursuant to Wis. Stats. §§ 62.23(2) and (3), the City of Green Bay is authorized to prepare, adopt, and amend a comprehensive plan, as defined in Wis. Stats. § 66.1001(4)(a); and

WHEREAS the Common Council has adopted the Smart Growth 2022 Comprehensive Plan for the purpose of guiding future land-use decision making, but recognizes that from time-to-time amendments may be necessary to reflect changes in the land use and planning needs of the community; and

WHEREAS the Common Council of the City of Green Bay has adopted written procedures (known as the Public Participation Plan for Periodic Comprehensive Plan Amendments) designed to foster public participation in every stage of the preparation of periodic comprehensive plan amendments required by Wis. Stats. § 66.1001(4)(a); and

WHEREAS the City of Green Bay has held at least one public hearing on this ordinance in compliance with the requirements of Wis. Stats. § 66.1001(4)(d), and it is the Common Council's belief that this comprehensive plan amendment is necessary and consistent with the overall goals, policies, and other related elements of the plan;

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

SECTION 1. Comprehensive Plan Amendment CPA 25-01 is hereby adopted pursuant to Wis. Stats. § 66.1001(4)(c) on the following described properties. A copy of the comprehensive plan amendment is attached to this ordinance.

PART OF SECTION 32, T24N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, T24N-R21E; THENCE N00°56'11"E, 679.66 FEET ALONG THE EAST LINE OF SAID SECTION 32; THENCE N89°41'35"W, 169.94 FEET ALONG THE SOUTH LINE OF LOT D, VOLUME 2, CERTIFIED SURVEY MAPS, PAGE 337, MAP NUMBER 519, DOCUMENT NUMBER 656658, BROWN COUNTY RECORDS, ALSO BEING THE NORTH LINE OF LOT 1, VOLUME 10, CERTIFIED SURVEY MAPS, PAGE 385, MAP NUMBER 2334, DOCUMENT NUMBER 969974, BROWN

COUNTY RECORDS, AND IT'S EXTENSION TO THE POINT OF BEGINNING; THENCE CONTINUING N89°41'35"W, 966.20 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE, NORTH LINE OF SAID LOT 1, NORTH LINE OF LOT 2 OF SAID CERTIFIED SURVEY MAP NO. 2334 AND ITS EXTENSION; THENCE N00°20'09"E, 244.35 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE AND THE EAST RIGHT OF WAY OF HIGHLAND PARK AVENUE; THENCE N00°02'46"E, 402.78 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE AND SAID EAST RIGHT OF WAY; THENCE S89°36'44"E, 266.64 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S00°20'06"W, 248.93 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S89°38'49"E, 605.75 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S00°56'11"W, 114.71 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S89°38'49"E, 100.00 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE; THENCE S00°56'11"W, 282.58 FEET ALONG A PREVIOUSLY SURVEYED AND MONUMENTED LINE, THE WEST RIGHT OF WAY OF DEUCHERT STREET, THE WEST LINE OF LOT B, VOLUME 2, CERTIFIED SURVEY MAPS, PAGE 53, MAP NUMBER 376, DOCUMENT NUMBER 633337, BROWN COUNTY RECORDS AND THE WEST LINE OF LOTS C AND D OF CERTIFIED SURVEY MAP NO. 519 TO THE POINT OF BEGINNING

PARCEL CONTAINS 439,865 SQUARE FEET / 10.10 ACRES MORE OR LESS.
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

SECTION 3. This ordinance shall take effect upon its passage and publication.

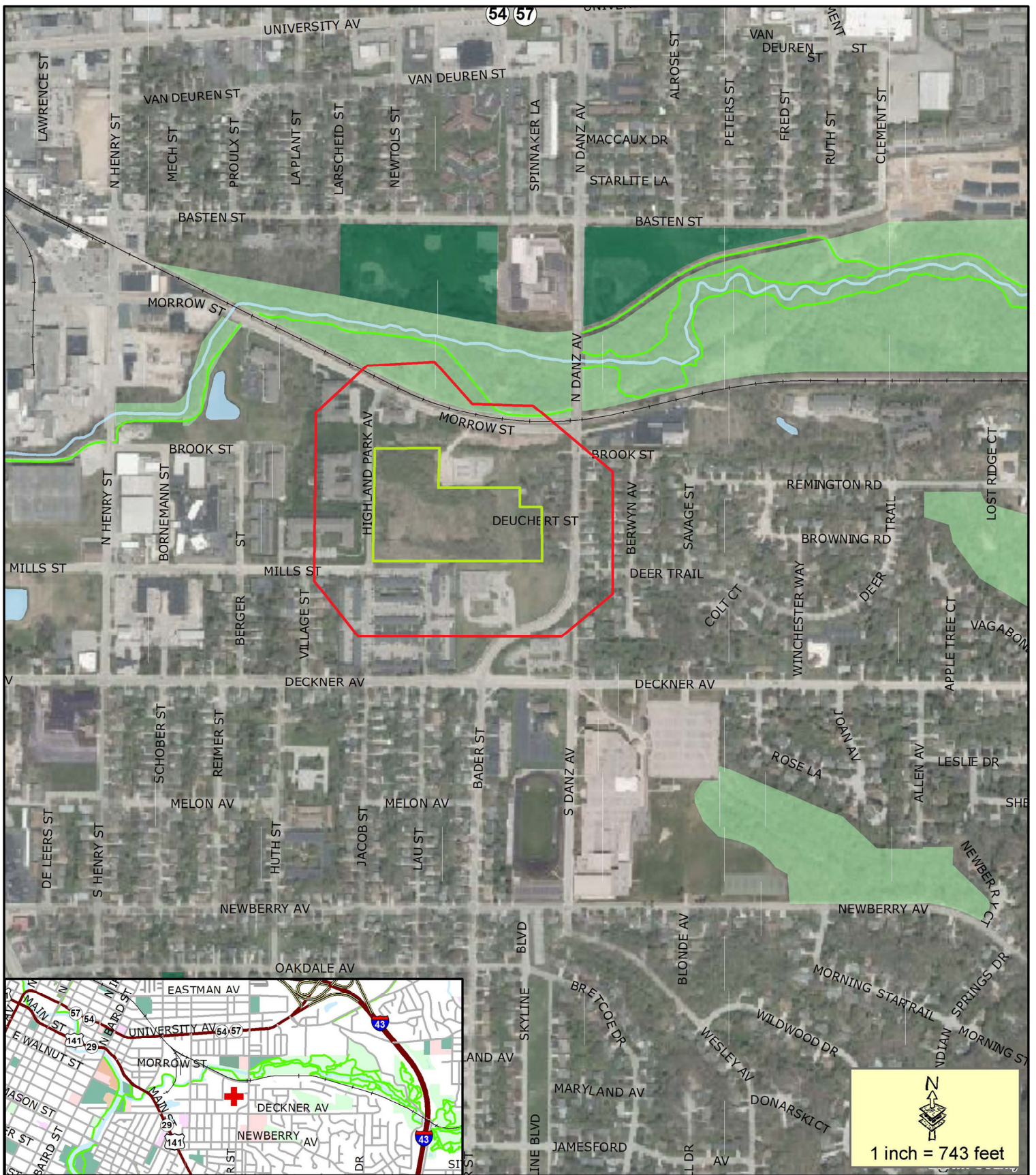
Dated at Green Bay, Wisconsin, this _____ day of _____, 2025.

APPROVED:

Eric Genrich, Mayor

jl:

Attachments – Location Map, Land Division Exhibit



- Proposed Rezone and Comprehensive Plan Amendment Parcel
- 400' Property Owner Notice

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

Zoning Rezone Petition (ZP 25-14)
Comprehensive Plan Amendment (CPA 25-02)
2100 Block of Deuchert Street
Parcel 21-1229